NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
December 9, 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 – 46)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003005	Office Furniture < $5k	$1700.00
From	0100.0570.003010	Computer Equipment < $5k	$3600.00
To	0100.0570.005003	Equipment > $5k	$5300.00

5. Discuss, consider and take appropriate action on a line-item transfer for the Road & Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005711	Heavy Equipment>$5,000	$30,000.00
To	0200-0210-004549	Signal Light Maintenance	$30,000.00

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 for expenditures for the Specialty Court Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0382.0382.004100	Professional Services	$24,000.00

7. Discuss, consider and take action on approving the First Amended and Restated Tax Abatement Agreement between Williamson County and Hanwha Advanced Materials America, LLC.

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

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

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

11. Discuss, consider, and take appropriate action on acknowledging the purchasing department's monthly report of asset disposition through auction, pursuant to Texas Local Government Code 263-152, for the period of November 01, 2025, through November 25, 2025.

12. Discuss, consider and take appropriate action on the acceptance of a donation of HEB gift cards in the amount of $150.00 to Veteran Services.

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

14. Discuss, consider, and take appropriate action on the following appointments and reappointments to the following Emergency Services Districts' Board of Commissioners. All terms are 1/1/26 – 12/31/27:
ESD 1 Jollyville-appoint Will Beechinor (bio attached)
ESD 9 Round Rock ETJ- reappoint Pavel Olchovik
ESD 11 Shenandoah-reappoint Vaden Mohrmann

15. Discuss, consider, and take appropriate action regarding the Sexual Assault Response Team (SART) 2025 Biennial Report.

16. Discuss, consider, and take appropriate action on authorizing the Joint Funding Agreement for Water Resources Investigations with the U.S. Department of the Interior, U.S. Geological Survey (USGS) and Williamson County, in the amount of Seventy-Two Thousand Four Hundred Dollars ($72,400.00), and execution of the agreement.

17. Discuss, consider, and take appropriate action on that certain Williamson County Exposition Center License Agreement between Williamson County, Texas and the Williamson County Livestock Association, Inc. (WCLA), granting permission to the WCLA to use areas of the Williamson County Exposition Center for the purpose of holding a youth livestock show.

18. Discuss, consider, and take appropriate action on the First Amendment to that certain Amended and Restated Williamson County Exposition Center Operation and Use Agreement between Williamson County, Texas and the Taylor Rodeo Association to amend the Taylor Rodeo Association's Booked Event #2 Dates.

19. Discuss, consider, and take appropriate action on approving the Agreement for Services and Purchase Contract #2026-101 with Intelligent Markings USA dba Turf Tank for Annual Customer Care Plan, pursuant to BuyBoard Contract # 706-23 for Parks, in the amount of $4,999.00 per year for four years and authorize execution of this agreement.

20. Discuss, consider, and take appropriate action on approving Agreement #2026-117 with GTS Technology Solutions, Inc. for Staff Augmentation for the Information Services Department, in the not-to-exceed amount of seventy thousand dollars ($70,000.00) with mileage included, in accordance with Information Technology Staff Augmentation Contract (ITSAC) Cooperative Contract #DIR-CPO-5721, and authorize the execution of the agreement.

21. Discuss, consider, and take appropriate action on approving the purchase and installation of a new Vulcan Cooking Equipment with Cook's Direct, Inc. for the Williamson County Jail located at 306 W. 4th Street, Georgetown, Texas 78626, in the total amount of $52,992.34, utilizing Sourcewell Cooperative Contract #063022-COK, and authorize the execution of the agreement.

22. Discuss, consider, and take appropriate action on authorizing an Agreement for Construction Services No. 2026-118 with Mayans Concrete, LLC for the Justice of the Peace, Precinct 4 ADA Sidewalk in the amount of Eight Thousand Two Hundred Dollars ($8,200.) and authorize the execution of the agreement.

23. Discuss, consider, and take appropriate action on approving the Agreement for Construction Services No. 2026-119, between Williamson County and The Brandt Companies, LLC in the not-to-exceed amount of Forty-Three Thousand Eight Hundred Forty-Four Dollars and Forty-One Cents ($43,844.41) using Choice Partners Cooperative Contract #CSP-22-049MF and authorize execution of the agreement.

24. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Eckermann Engineering, Inc. in the amount of Thirty-Nine Thousand Two Hundred Fifty Dollars ($39,250.00) and authorize execution of the agreement.

25. Discuss, consider, and take appropriate action awarding RFP #25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to Facility Interiors, Inc. in the amount of Twenty-One Thousand Eight Hundred Thirteen Dollars and Sixty-Eight Cents ($21,813.68) and authorize execution of the agreement. The funding source is P577.

26. Discuss, consider, and take appropriate action awarding RFP #25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to McCoy-Rockford, Inc. in the amount of Thirteen Thousand Thirty Dollars and Five Cents ($13,030.05) and authorize execution of the agreement. The funding source is P577.

27. Discuss, consider and take appropriate action regarding Change Order #1 in the amount of ($82,644.12) for Project 25IFB63 CR 175 Milling and Inlay with Asphalt Inc. LLC dba Lone Star Paving Company. Funding Source: 01.0200.0210.003599.

28. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 4 under the Williamson County Contract between Alliance Transportation Group, LLC and Williamson County dated June 14, 2022, for Wilco Design Roadway Schematic CR 233 & CR 240 Package.

29. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 to Work Authorization No. 1 under the Williamson County Contract between Alliance Transportation Group, LLC and Williamson County dated March 19, 2024, for Wilco Transportation Plan.

30. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Alliance Transportation Group, LLC and Williamson County dated June 14, 2022 for On Call Design Engineering Services for Small Drainage and Small Roadway Projects.

31. Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 1 to the Corridor A3 contract executed on December 18, 2024, between Williamson County and LJA Engineering, Inc. relating to the LTP/Corridor Program.

32. Discuss, consider, and take appropriate action on Work Authorization No. 1 to the Material Testing and Geotechnical Services Road Bond On-Call (RM 2243 Phase 1A) contract executed September 11, 2024, between Williamson County and Terracon Consultants, Inc. relating to the 2023 Road Bond Program.

33. Discuss, consider, and take appropriate action on Supplemental No. 7 to Work Authorization No. 1 to the SH 195 at Ronald Reagan Boulevard contract executed on April 7, 2020, between Williamson County and WGI, Inc. relating to the 2019 Road Bond Program.

34. Discuss, consider, and take appropriate action on Supplemental No. 8 to Work Authorization No. 5 to the Southeast Loop Phase 2 contract executed on March 13, 2017, between Williamson County and Johnson, Mirmiran & Thompson, Inc. relating to the 2019 Road Bond Program.

35. Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 3 to the Seward Junction Loop North contract executed on September 29, 2022, between Williamson County and LJA Engineering, Inc. relating to the 2019 Road Bond Program.

36. Discuss, consider, and take appropriate action on Supplemental No. 6 to Work Authorization No. 2 to the Pond Springs Road Drainage Improvements contract executed on March 19, 2019, between Williamson County and STV Incorporated as successor in interest to CP&Y, Inc dba STV Infrastructure relating to the 2019 Road Bond Program.

37. Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 1 to the CR 138 Safety Improvements contract executed on March 19, 2024, between Williamson County and Rodriguez Transportation Group, Inc. relating to the 2023 Road Bond Program.

38. Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 1 to the Wyoming Springs Drive contract executed on March 19, 2024, between Williamson County and K Friese & Associates, Inc. relating to the 2023 Road Bond Program.

39. Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Lakeside Estates MUD.

40. Discuss, consider, and take appropriate action on approval of the final plat for the Soto Y Perez subdivision – Precinct 4.

41. Discuss, consider, and take appropriate action on ratifying and approving the Replat of Lots 1 & 2 Anothen subdivision – Precinct 3.

42. Discuss, consider, and take appropriate action on approval the preliminary plat for the Brushy Meadows subdivision – Precinct 4.

43. Discuss, consider, and take appropriate action on approval of the Replat of the Highland Horizon Phase II Lot 5 Block O subdivision – Precinct 3.

44. Discuss, consider, and take appropriate action on approval of the final plat for the KW Industrial Park subdivision – Precinct 4.

45. Discuss, consider, and take appropriate action on approval for the Replat of the Replat of Lot 1 of the J A Needler Subdivision, Lot 2 of the J A Needler Subdivision, and Remainder of 14.30 Acre Tract (Called 14.316 Acre Tract) Subdivision – Precinct 4.

46. Discuss, consider, and take appropriate action on approval of the Final Plat for the Rancho Del Cielo Phase 4B subdivision – Precinct 4.

REGULAR AGENDA

47. Hear a presentation on an L.O.S.S. (Local Outreach to Suicide Survivors) Initiative in Williamson County.

48. Discuss, consider, and take appropriate action on a one-year Renewal and Amendment to the Agreement for Assessment Services with Bluebonnet Trails Community Services (BTCS) to complete assessments on potential applicants seeking participation in the Williamson County Veterans Treatment Court (WCVTC) and the misdemeanor DWI/Drug Court (DWI/Drug) programs.

49. Discuss, consider and take appropriate action on the reappointment of Kathy Pierce as chair of the Williamson County and Cities Health District (WCCHD) board of directors for a two-year term beginning January 1, 2026, and ending December 31, 2027.

50. Hold a Public Hearing on the adoption of guidelines and criteria for Texas Tax Code Chapter 312 Tax Abatements and adoption of a Williamson County Tax Abatement Policy Resolution.

51. Discuss, consider, and take appropriate action on a Williamson County Tax Abatement Policy Resolution relating to the adoption of guidelines and criteria for Texas Tax Code Chapter 312 Tax Abatements.

52. Discuss, consider, and take appropriate action regarding the following Benefit Committee Members, adding a new Benefit Committee Member, Assistant Chief Deputy Bryan Williams of the Sheriff's Office, to serve a three-year term expiring on 12/31/2028, and the reappointment of Cathy Mendoza, Chief Deputy District Clerk, and John Gonazales, Director of EMS, for a three-year renewal period to extend through December 31, 2028.

53. Discuss, consider and take appropriate action on approving Addendum #2026-098 between Williamson County and West Publishing Corporation and/or Thomson Reuters Enterprise Centre GmbH for a Westlaw Proflex Subscription pursuant to TX MSA DIR-CPO-5258 (TXM1) for 36 months, with 5% increase in year two and year three (Year one: $74,202.60; Year two: $77,912.76; Year three: $81,808.44), not to exceed $233,923.80 for the 3 years.

54. Discuss, consider and take appropriate action approving and ratifying the engagement of the law firm of Lewis Brisbois Bisgaard & Smith LLP to represent Williamson County, Texas in relation to investigating, providing legal advice and otherwise assisting with response to a data-related event; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

55. Discuss, consider, and take appropriate action on a Real Estate Listing Agreement between Williamson County, Texas and Brinegar Properties for the lease of approximately 343-acres of land situated at 600 CR 131, Hutto, Texas for purposes of farming and/or grazing pursuant to the terms of said Commercial Real Estate Listing Agreement and in accordance with Texas Local Government Code Section 263.008.

56. Discuss, consider and take appropriate action approving and ratifying a Statement of Work by and between Surefire Cyber Inc. and Williamson County, Texas to provide services in relation to investigating, providing assistance to legal counsel, and otherwise assisting with response to a data-related event.

57. Discuss, consider, and take appropriate action authorizing Williamson County, Texas to hold, in its name, the real property located at 6400 State Highway 195, Florence, Texas 76527 (AW0244 AW0244-Gravis, J.a.f. Sur., ACRES 160.525; AW0070 BULL, P. SUR., ACRES 130.0; and AW0244 AW0244 -Gravis, J.a.f. Sur., ACRES 190) in trust for the benefit of the Williamson County Conservation Foundation; and authorize the Williamson County Judge's execution of any documents necessary to give effect to such authorization.

58. Discuss, consider and take appropriate action on approving Amendment #2026-111 adding time to the scope of work for the Services and Goods Agreement for drafting the County's Request for Proposal specifications for a new body-worn and in-car camera system between Williamson County and Mission Critical Partners, LLC for solicitation support originally awarded on 7/1/2025 in the not-to-exceed amount of $140,546.91, utilizing Houston-Galveston Area Council (H-GAC) Cooperative Contract #HP08-21 and authorizing the execution of the Amendment.

59. Discuss, consider, and take appropriate action on approving a 2013 road bond transfer to move funds and close various projects.

60. Discuss, consider, and take appropriate action on approving a 2019 Road Bond transfer to move $1,526,000.00 from P377 (CR 112 Widening West - FM 1460 to CR 117) to P378 (CR 112 Widening East - CR 117 to CR 110) and $160,914.05 from P620 (FM 973 at Taylor High School) to P307 (C Bud Stockton Loop Ext).

61. Discuss, consider, and take appropriate action to approve a 2023 Road Bond transfer to move funds between the projects in the attached memo.

62. Discuss, consider, and take appropriate action on approving a 2023 Park Bond transfer to move $110,000 from P655 (Foot Bridge Lake Creek Trail) to P649 (Champion Park Drainage).

63. Discuss, consider, and take appropriate action on the Amendment to the Goods and Services Contract between Williamson County and Data Projections, Inc. relating to the Criminal Justice Center New Court Prep 2nd Floor IV-D AG Courtroom.

64. Discuss, consider, and take appropriate action on approving the Agreement for Construction Services No. 2026-120 between Williamson County and Falkenberg Construction Co, Inc. in the not-to-exceed amount of One Hundred Sixty-Five Thousand Eight Hundred Thirty-Eight and 32/100 Dollars ($165,838.32) pursuant to BuyBoard's Cooperative Contract #728-24 and authorize execution of the agreement. The funding source is P649.

65. Discuss, consider, and take appropriate action awarding RFCSP #25RFCSP69 Emergency Service Operations Center (ESOC) Data Center, Computer Room Air Conditioning (CRAC) Unit to The Brandt Companies, LLC, in the amount of Two Million, Two Hundred Nine Thousand, Six Hundred Eighty-Nine and No/100 Dollars ($2,209,689.00) and authorize the execution of the agreement, Funding Source is P609.

66. Receive and acknowledge approval of Change Order No. 1 from Falkenberg Construction Co., Inc. for the SWRP Trail Drainage project to construct forms and pour curb at Quarry SP location to help prevent future erosion and re-grade existing soil around the area for the completion of the project, which was approved by Williamson County Facilities Management Project Manager, Daryl Mutz, pursuant to the Commissioner's Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

67. Discuss, consider, and take appropriate action awarding RFP #25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to Alfred Williams & Company in the amount of Four Hundred Seventy-Six Thousand Five Hundred Five Dollars and Six Cents ($476,505.06) and authorize execution of the agreement. The funding source is P577.

68. Discuss, consider, and take appropriate action awarding RFP #25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to Workplace Solutions Inc. in the amount of Eight Hundred Sixty-One Thousand Seven Hundred Eighty-Five Dollars and Nine Cents ($861,785.09) and authorize execution of the agreement. The funding source is P577.

69. Discuss, consider, and take appropriate action on awarding IFB #25IFB90 CR 200 HMAC Widening from CR 203 to CR 236 to Patin Construction LLC based on lowest and best bid with a not-to-exceed amount of $985,940.25 for the initial 12-month term with 2 optional renewals at 12 months each. The funding source is P641.

70. Discuss, consider, and take appropriate action on approving Renewal #1 of Contract #25IFB18 between Williamson County and Heartland Quarries LLC for flexible base materials for the Road and Bridge Department, under the same pricing, terms, and conditions as the current contract, for the renewal period of 12 months, February 25, 2026 through February 24, 2027.

71. Discuss, consider, and take appropriate action on a Traffic Signal Improvements Agreement with Parmer Ranch Partners, LP, and Williamson County for the intersection of Ronald W. Reagan Boulevard and Parmer Ranch Boulevard.

72. Discuss, consider and take appropriate action regarding the temporary road closures of portions of CR 140, CR 148, CR 149, CR 150 and CR 152 on Saturday, December 13, 2025, from 6:30 AM to 12 PM and approval of a temporary diversion plan for traffic during the closure.

73. Discuss, consider and take appropriate action on approving a license agreement with Bar W Ranch HOA, Inc. for the Bar W Ranch Phase 8 subdivision – Precinct 2.

74. Discuss, consider, and take appropriate action on awarding IFB #25IFB88 to Chasco Constructors LTD for the RM 2243 Phase 1A for Road Bonds/HNTB in the amount of $30,194,994.00 and authorize execution of the agreement, contingent upon TxDOT concurrence. The funding sources are P326, Federal and City of Leander.

75. Discuss, consider, and take appropriate action on awarding IFB #26IFB1 to Liberty Civil Construction LLC for the CR 460 Reconstruction Project for Road Bonds/HNTB in the amount of $1,828,544.00 and authorize execution of this agreement. The funding source is P679.

76. Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with Jarrell Schwertner Water for utility relocations on the Bud Stockton Extension Project, a Road Bond Project in Commissioner Precinct 4.

77. Discuss, consider, and take appropriate action regarding the Encroachment Agreement with Oncor Electric for utility relocations on the Chandler Road at FM 1660 Project, a Road Bond Project in Commissioner Precinct 4.

78. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for 23IFB13 Bud Stockton Extension.

79. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 25IFB88 Hero Way (RM 2243 Phase 1A).

80. Discuss, consider, and take appropriate action regarding Change Order No. 27 in the amount of $126,967.32 for Project 22IFB139 FM3349 at US79 (James Construction Group).

81. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $308,439.94 for Project 25IFB46 - Wilco Way (Tracy Chambers Ln Ext) (Smith Contracting).

82. Discuss, consider and take appropriate action on a rule 11 settlement agreement and Agreed Final Judgment with JG Family Trust (56) to acquire 0.378 AC needed as right of way for the E. Wilco Highway segment 2 project.

83. Discuss, consider and take appropriate action on an Agreed Final Judgment with C. Ernest Lawrence Family LP to acquire 2.787 AC needed as right of way on the CR 401 project (Parcel 6).

84. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the Participation of the City of Liberty Hill, Texas, and Williamson County, Texas, in the Design and Construction Costs Related to the County Bagdad Rd. Construction Project (CR 279 City Waterline Relocation).

85. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the Participation of the City of Liberty Hill, Texas, and Williamson County, Texas, in the Design and Construction Costs Related to the Bagdad Intersection Project.

86. Discuss, consider and take appropriate action on a real estate contract and grazing and farm leaseback agreement with Eyemagine, LLC to acquire 11.759 AC needed as future right of way on the Corridor D project.

87. Discuss, consider and take appropriate action on a Temporary Construction Easement with Jimmy C. Webb for the purpose of additional workspace and temporary storage of material and equipment related to the construction of the CR 110N roadway improvement project. (Parcel 2).

88. Discuss, consider and take appropriate action on a real estate contract with Kimbelry S. Krause and Kelly L. Krause individually and as co-independent executors of the Estate of Clyde W. Krause (deceased) and Shirley Krause to acquire 4.458 AC needed as right of way and 0.0131 AC needed as a utility easement for the Seward Junction N. Loop project (Parcel 10).

89. Discuss, consider and take appropriate action on a real estate contract with Jay Harvey to acquire 5.05 AC needed as right of way on the Hero Way project (Parcel 220).

90. Discuss, consider and take appropriate action on a real estate contract with MEN2A Properties LLC to acquire 0.1231 AC needed as right of way on the Ronald Reagan Segment D roadway project (Parcel 20).

91. Discuss, consider and take appropriate action on 3 Agreed Final Judgments with JNK Properties,1 LTD. to acquire 0.042 AC (Parcel 316), 2.820 AC (Parcel 321) and 3.715 AC (Parcel 330) needed as right of way on the Hero Way roadway improvement project.

92. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.2085 acres) required for the construction of Ronald Reagan Blvd. Segment D.(Michael and Christy Mayfield/ Parcel 18)

93. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (9.276 acres and 2.227 acres) required for the construction of Ronald Reagan Blvd. Segment D.(CDJ & Lee, LLC/Parcel 42 parts 1 & 2)

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)."

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

a. Discuss potential sale of property located at 102 w. 3rd Street, Georgetown, Texas and 303, 307, 311 and 312 S. Main Street, Georgetown Texas.

b. Discuss potential acquisition of real property tract(s) for the future location of the Williamson County Justice Center and Corrections Facilities.

c. Discuss potential sale of approximately 98 acres located at Blue Springs Boulevard/Blue Ridge Drive, Georgetown, Texas.

d. Discuss potential sale of property owned by Williamson County located at 747 CR 138, Hutto, Texas.

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

a. Project Seville
b. Project Omega

96. 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 a potential lease of approximately 343-acres of land owned by Williamson County at 600 CR 131, Hutto, Texas.

b. Discuss legal matters and potential litigation relating to LH 207, LP's Petition for Creation of Williamson County Municipal Utility District No. 62, TCEQ Docket No. 2025-1187-DIS

c. Discuss legal matters and potential litigation relating to Florence FM 970 Ventures, LLC's Petition for Creation of Northwest Williamson County Municipal Utility District No. 3, TCEQ Docket No. 2025-1188-DIS

d. Discuss Claim No. 09162024-210-344, a damage claim by Oncor Electric Delivery, LLC for an incident occurring on or about 09/16/2024.

e. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division.

f. Discuss legal matters related to network security and data related event response.

REGULAR AGENDA (continued)

97. Discuss, consider, and take appropriate action regarding Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division.

98. Discuss, consider, and take appropriate action regarding Claim No. 09162024-210-344, a damage claim by Oncor Electric Delivery, LLC for an incident occurring on or about 09/16/2024.

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

100. Comments from Commissioners.

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

_____
Steven Snell, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 3rd day of December 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: 12/09/2025

Line item transfer for the County Sheriff, Corrections Bureau

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover the current shortfall in Equipment, over $5000, towards the purchase of an ice-maker located in the Jail Kitchen. The cost of the ice-maker, including installation and removal of the old ice-maker, has increased.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003005	Office Furniture < $5k	$1700.00
From	0100.0570.003010	Computer Equipment < $5k	$3600.00
To	0100.0570.005003	Equipment > $5k	$5300.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 11:32 AM
Budget Office	Saira Hernandez	12/02/2025 11:58 AM
Form Started By: ABIGAIL TAYLOR		Started On: 12/02/2025 10:51 AM
Final Approval Date: 12/02/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 12/09/2025

Line item transfer for Road & Bridge Division

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

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary for signal light maintenance as needed throughout the County, ensuring their proper functionality, and enhancing traffic safety. This line item includes the repair of traffic signals and school zone lights that are damaged by motor vehicles and inclement weather. Funding needs within this line item can fluctuate.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005711	Heavy Equipment>$5,000	$30,000.00
To	0200-0210-004549	Signal Light Maintenance	$30,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 11:31 AM
Budget Office	Saira Hernandez	12/02/2025 12:02 PM
Form Started By: Jenifer Favreau		Started On: 12/01/2025 02:31 PM
Final Approval Date: 12/02/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 12/09/2025

Budget Amendment Specialty Court Fund

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, 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 for expenditures for the Specialty Court Fund.

Background

Due to a loss of grant funding funds are being requested to cover Substance Abuse Monitoring. The fees in this fund come from Court Fees.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0382.0382.004100	Professional Services	$24,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:02 AM
Form Started By: Julie Kiley		Started On: 12/03/2025 07:39 AM
Final Approval Date: 12/03/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 12/09/2025

Hanwha Advanced Materials America Tax Abatement Agreement

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on approving the First Amended and Restated Tax Abatement Agreement between Williamson County and Hanwha Advanced Materials America, LLC.

Background

This amendment corrects some language in the agenda regarding the application of the abatement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Amended and Restated Tax Abatement Agreement Hanwha

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:01 AM
Form Started By: Julie Kiley		Started On: 12/03/2025 07:08 AM
Final Approval Date: 12/03/2025		

STATE OF TEXAS	§	**FIRST AMENDED AND RESTATED TAX ABATEMENT AGREEMENT**
	§	
COUNTY OF WILLIAMSON	§	

This First Amended and Restated Tax Abatement Agreement (the "Agreement") is entered into by and among Williamson County, Texas (the "County"), and Hanwha Advanced Materials America, LLC, a Delaware limited liability company ("Company") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

The Parties previously entered that certain Tax Abatement Agreement dated effective March 19, 2024 ("Original Agreement"), and by their execution of this First Amended and Restated Agreement, the Parties now desire and wish to amend and restate the Original Agreement in its entirety as provided herein.

W I T N E S S E T H:

WHEREAS, the Company plans to purchase a parcel of land in Williamson County, Texas, being further described in Exhibit "A" ("Land"), and

WHEREAS, the Company intends to construct, or cause to be constructed a building on the Land containing approximately 200,000 square feet of high-tech advanced manufacturing space (hereinafter defined as the "Improvements"); and

WHEREAS, Company intends to locate Tangible Personal Property (hereinafter defined) on the Land (hereinafter defined); and

WHEREAS, Company intends to make a total combined capital investment of approximately One Hundred Million and No/100 Dollars ($100,000,000.00) in the Improvements and Tangible Personal Property (hereinafter defined) as of the second anniversary date of the First Year of Abatement (hereinafter defined); and

WHEREAS, the Commissioners Court of Williamson County, Texas ("Commissioners Court"), passed an Order (the "Order") establishing Williamson County Reinvestment Zone No. 2 (the "Zone"), for commercial/industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the "Act"); and

WHEREAS, the County has adopted guidelines for tax abatement (the "Tax Abatement Guidelines"); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered by the County as contemplated by the Act; and

WHEREAS, the County has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, to maintain and enhance the commercial and industrial economic and employment base of Williamson County area, it is in the best interests of the taxpayers for the County to enter into this Agreement in accordance with said Order, the Tax Abatement Guidelines, and the Act; and

WHEREAS, development efforts of the Company described herein will create 180 permanent new jobs in the County; and

WHEREAS, the Commissioners Court finds that the contemplated use of the Premises (hereinafter defined), and the contemplated Improvements are consistent with encouraging development of the Zone in accordance with the purposes for its creation and/or in compliance with the Tax Abatement Guidelines, the Order adopted by the County, the Act, and all other applicable laws; and

WHEREAS, the Commissioners Court finds that the Improvements sought are feasible and practicable and would be of benefit to the Premises to be included in the Zone and to the County after expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Act, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Zone, which contributes to the economic development of Georgetown and the enhancement of the tax base in the County, the Parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Ad Valorem Taxes" shall mean those real and business personal ad valorem taxes paid to the tax fund entitled "Williamson County" (not to include the County's Road & Bridge Fund) based on the Taxable Value of the real and personal property within the Project.

"Appraisal District" shall mean the Williamson Central Appraisal District or its successor.

"Appraised Value" means the value determined as provided by Chapter 23.01(a) of the Tax Code, which provides that except as otherwise provided by Chapter 23, all taxable property is appraised at its market value as of January 1.

"Assessed Value" means the market value of the property after circuit breaker cap loss.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of a Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Base Year Taxable Value" shall mean the Taxable Value for the Land for the year in which the Original Agreement was executed (2024).

"Commencement Date" shall mean December 31, 2024, or the date the Company closes on the Land, whichever occurs earliest.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements on the Land; (ii) all necessary permits for the construction of the Improvements on the Land pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Land or the construction of the vertical elements of the Improvements has commenced.

"Commissioners Court" shall mean the governing body of the County.

"Company" shall mean Hanwha Advanced Materials America, LLC, a Delaware limited liability company or its wholly-owned subsidiary to be established for the purpose of owning and operating the Improvements.

"Completion of Construction" shall mean substantial completion of the Improvements. For purposes of this Agreement, "substantial completion" shall mean the stage in the progress of the construction when the Improvements or designated portions thereof are sufficiently complete so that the Company can occupy or utilize the Improvements for their intended use; provided, however, that as a condition precedent to substantial completion, the Company 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 Improvements.

"County" shall mean Williamson County, Texas.

"Effective Date" shall mean the last date of execution of the Original Agreement, which was March 19, 2024.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10th) anniversary date of the First Year of Abatement.

"First Year of Abatement" shall mean January 1 of the calendar year immediately following the Commencement Date

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods in Transit" as defined by Tax Code, Section 11.253.

"Goods in Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall mean a building to be constructed on the Land containing approximately 200,000 square feet of high-tech advanced manufacturing space on the Land, and other ancillary facilities such as reasonably required parking and landscaping.

"Land" means the real property described in **Exhibit "A"**.

"Premises" shall mean collectively, the Land and Improvements following construction thereof.

"Required Use" shall mean the Company's continuous use and occupancy of the Improvements for the manufacture, research, and development of automotive parts.

"Tangible Personal Property" shall mean furniture, fixtures and equipment owned or leased by Lessee and located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include inventory, supplies, and Freeport Goods and Goods in Transit located at the Premises.

"Taxable Value" means the amount determined by deducting from Assessed Value the amount of any applicable partial exemption, as defined by Tax Code, Section 1.04(10)..

Article II
General Provisions

2.1 The Company has purchased or is in the process of purchasing the Land which is located within the Zone and intends to construct the Improvements and to locate and maintain Tangible Personal Property.

2.2 The Premises are not in an improvement project financed by tax increment bonds.

2.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County.

2.4 The Premises are not owned or leased by any member of the Commissioners Court of Williamson County.

2.5 By using the form prescribed by the Texas Comptroller of Public Accounts, Company shall, before May 1, of each calendar year that the Agreement is in effect, certify in writing to the County that such Party is in compliance with each term of the Agreement.

2.6 The Land and the Improvements constructed thereon at all times shall be used in the manner that during the period taxes are abated hereunder is consistent with the general purposes of encouraging development or redevelopment within the Zone.

2.7 During the term of this Agreement beginning on the Commencement Date and continuing until the Expiration Date, Company intends to establish one or more programs at the Premises to create internship and employment opportunities for the benefit of students in the County of Williamson, Texas.

Article III
Tax Abatement Authorized

3.1 This Agreement is authorized by the Act and in accordance with the County Tax Abatement Guidelines and approved by order of the Commissioners Court.

3.2 Subject to the terms and conditions of this Agreement County hereby grants Company an abatement of forty-two percent (42%) of the Assessed Value of the Premises (Land and Improvements) and an abatement of forty-two percent (42%) of the AssessedValue of the Tangible Personal Property, for a period of ten (10) consecutive years, beginning with the First Year of Abatement; provided however beginning with the second year of abatement the combined minimum Assessed Value of the Premises and Tangible Personal Property shall be at least Sixty Million and No/100 Dollars ($60,000,000) ("Minimum Assessed Value") as of January 1 of such tax year and as of January 1, of each calendar year thereafter during the term of this Agreement, according to the Appraisal District records. The foregoing percentage of Assessed Value of the Premises subject to abatement for each year this Agreement is in effect will apply only to the portion of the Assessed Value of the Premises that exceeds the Base Year Assessed Value. The actual percentage of Assessed

Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Premises after execution of this Agreement. The failure of the Premises and the Tangible Personal Property to have the Minimum Assessed Value as of January 1 of $60,000,000 by the 2nd year of abatement and as of January 1, of any subsequent calendar year shall not be an event of default subject to termination and repayment of the abated taxes pursuant to Article V hereof but shall result in the forfeiture of the tax abatement for the Premises and the Tangible Personal Property for such tax year.

3.3 The period of tax abatements herein authorized shall be for a period of ten (10) consecutive years beginning with the First Year of Abatement. No abatements shall be given after the tenth year.

3.4 During the period of tax abatement herein authorized, Company shall be subject to all taxation not abated, including but not limited to, sales tax and ad valorem taxation.

3.5 Beginning with the First Year of Abatement and continuing until the Expiration Date the Premises shall not be used for any purpose other than the Required Use and the operation and occupancy of the Premises in conformance with the Required Use shall not cease for more than thirty (30) days except in connection with and to the extent of an event of Force Majeure or for temporary closures for reasonable periods of time not to exceed ninety (90) consecutive days for expansion, renovation or remodeling.

3.6 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

3.7 The abatement is for those Ad Valorem Taxes paid by the Company to the tax fund entitled "Williamson County" (not to include the County's Road & Bridge Fund) based on the Assessed Value of the real and personal property within the Project.

Article IV
Improvements

4.1 Company intends to construct or cause to be constructed the Improvements on the Land. Nothing in this Agreement shall obligate Company to construct the Improvements on the Land, but said actions are conditions precedent to tax abatement for the Company and Lessee pursuant to this Agreement. The Company also intends to locate Tangible Personal Property at the Premises. Nothing in this Agreement shall obligate the Company to locate Tangible Personal Property at the Premises, but said actions are conditions precedent to tax abatement for the Company pursuant to this Agreement.

4.2 As a condition precedent to the initiation of the tax abatement pursuant to this Agreement, Company agrees, subject to events of Force Majeure, to cause Commencement of Construction of the Improvements to occur on or before January 1, 2024, and subject to events of Force Majeure to cause Completion of Construction of the Improvements to occur on or before December 31, 2025, as good and valuable consideration for this Agreement, and that all construction

of the Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

4.3 The Company agrees to maintain the Premises during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.

4.4 The County, the Appraisal District, its agents and employees shall have the right of access to the Premises during and following construction to inspect the Improvements at reasonable times and with reasonable notice to Company and Lessee, as the case may be, and in accordance with visitor access and security policies of the Company, as applicable to ensure that the construction and maintenance of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

Article V
Default; Recapture

5.1 In the event: (i) Company fails to cause Commencement and/or Completion of Construction of the Improvements in accordance with this Agreement; (ii) Company has delinquent ad valorem taxes owed to the County (provided Company retains the right to timely and properly protest such taxes); (iii) Company has an event of Bankruptcy or Insolvency; or (iv) Company breaches any of the terms and conditions of this Agreement, or a Related Agreement, then Company, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). As liquidated damages in the event of such default, the Defaulting Party shall , within thirty (30) days after demand, pay to the County the amount of the taxes that would have been paid by the Defaulting Party to County without the benefit of a tax abatement for their respective property the subject of this Agreement for the tax years for which the Defaulting Party was in default of this Agreement (the "Recapture Amount") with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalty. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that Recapture Amount Taxes, including interest, as a result of this Agreement, shall be recoverable against the Defaulting Party and shall constitute a tax lien against the Premises and the Tangible Personal Property, and shall become due, owing, and shall be paid to the County within thirty (30) days after notice of termination.

5.2 Upon breach by Company of any of the obligations under this Agreement, the County shall notify the breaching Party (the "Breaching Party") in writing, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default. If the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the County may extend the period in which the default must be cured.

5.3 If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the County, at its sole option, shall have the right to terminate this Agreement with respect to the Defaulting Party by providing written notice to the Defaulting Party.

5.4 Upon termination of this Agreement by County with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the County as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The County shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full Taxable Value of the Tangible Personal Property and the Premises, as the case may be, without tax abatement for the years in which tax abatement hereunder was received by the Defaulting Party, as determined by the Appraisal District, multiplied by the tax rate of the years in question, as calculated by the County Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

Article VI
Annual Application for Tax Exemption

It shall be the responsibility of the Company, pursuant to the Tax Code, to file an annual exemption application form prescribed by the Texas Comptroller of Public Accounts for the Tangible Personal Property and the Premises with the Chief Appraiser for the Appraisal District in which the eligible taxable property has situs. A copy of the respective exemption application shall be submitted to the County upon request.

Article VII
Annual Rendition

The Company shall annually render the value of the Tangible Personal Property to the Appraisal District using the form prescribed by the Appraisal District and shall provide a copy of the same to the County upon written request. Company shall also be responsible for annually rendering the value of any existing Tangible Personal Property using the form prescribed by the Appraisal District which has been improved so as to render its value higher than in previous years.

Article VIII
Miscellaneous

8.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit in United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or (ii) on the day received if sent by courier or otherwise hand delivered.

If intended for County, to:

Attn: County Judge
Williamson County
Williamson County Court House
710 South Main Street
Suite 101
Georgetown, Texas 78626

If intended for Company, to:

Hanwha Advanced Materials
America, LLC
Attn: CEO
4400 NorthPark Dr.
Opelika, Alabama 36801

8.2 Authorization. This Agreement was authorized by the Williamson County Commissioners Court approved at a regularly scheduled meeting, after proper notice being given.

8.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

8.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.6 Employment of Undocumented Workers. During the term of this Agreement, the Company and Lessee each agree not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the taxes abated herein, and any other funds received by the Company from the County as of the date of such violation within 120 days after the date the Company are notified by the County of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of such Parties or by a person with whom such Party contracts.

8.7 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

8.8 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

8.9 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the Company without the prior written consent of the County, which consent shall not be unreasonably withheld.

8.10 Entire Agreement. The parties hereby agree that, effective upon the last party's execution of this Amended Agreement, the terms and provisions of the Original Agreement shall be and hereby are amended, restated and superseded in their entirety by the terms and provisions of this Amended Agreement and the Original Agreement shall be deemed null and void, and of no further force or effect whatsoever. Nothing herein contained shall be construed as a substitution or waiver of the obligations of either party outstanding under the Original Agreement, which obligations shall remain in full force and effect, except to the extent that the terms thereof are modified hereby. Nothing expressed or implied in this Amended Agreement shall be construed as a release or other discharge of either party from any of the obligations or any liabilities under the Original Agreement.

[Signature page to follow]

EXECUTED in duplicate originals the ____ day of _____ ___, 20_____.

WILLIAMSON COUNTY, TEXAS

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

EXECUTED in duplicate originals the ____ day of 01-Dec-2025 ___, 20_____.

Hanwha Advanced Materials America, LLC,

By: Seung Heon Lee

Name: Seung Heon Lee

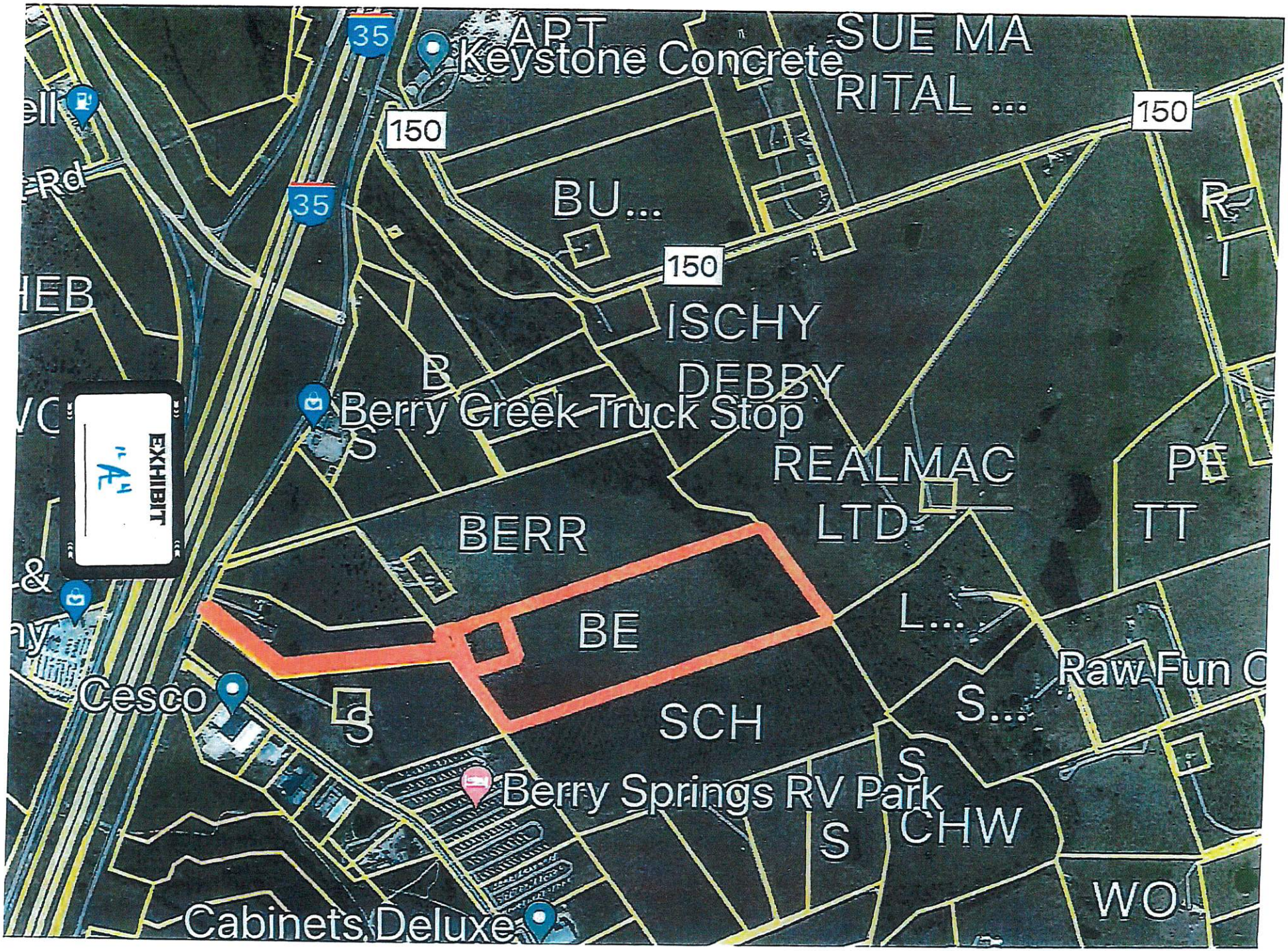
Title: CEO

EXHIBIT A

Legal Description of Land

Tract 1:

Being 38.17 acres of land, more or less, out of the JOHN BERRY SURVEY, ABSTRACT NO. 51, in Williamson County, Texas, being that same tract of land called 38.1297 acres, and called Exhibit 'C', Share No. Three (3) allotted to Leroy Homeyer and Alice Homeyer by that certain Decree Confirming Partition filed under Cause No. 14,615, in the District Court of Williamson County, Texas, and recorded in Volume 609, Page 82, Deed Records, Williamson County, Texas. Said 38.17 acres of land being more particularly described by metes and bounds in Exhibit A-1 attached hereto and made a part hereof.


35
ART
Keystone Concrete
SUE MA
RITAL ...
150
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150
BU...
150
ISCHY
DEBBY
Berry Creek Truck Stop
REALMAC
LTD
BERR
BE
L...
Raw Fun C
Cesco
SCH
S...
Berry Springs RV Park
CHW
Cabinets Deluxe
WO
EXHIBIT
A4

First Amd Restated Tax Abatement Agreement - Wilco Hanwha (110325)

Final Audit Report 2025-12-02

Created:	2025-12-02
By:	Julie Kiley (julie.kiley@wilcotx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAku9QfQbPmNrK5I353xConiJ12i1nlWwS

"First Amd Restated Tax Abatement Agreement - Wilco Hanwha (110325)" History

Document created by Julie Kiley (julie.kiley@wilcotx.gov)
2025-12-02 - 0:02:04 AM GMT- IP address: 173.219.39.210

Document emailed to simon.lee@hanwhaus.com for signature
2025-12-02 - 0:05:54 AM GMT

Email viewed by simon.lee@hanwhaus.com
2025-12-02 - 0:39:21 AM GMT- IP address: 104.47.66.126

Signer simon.lee@hanwhaus.com entered name at signing as seung Heon Lee
2025-12-02 - 0:49:10 AM GMT- IP address: 162.218.253.10

Document e-signed by seung Heon Lee (simon.lee@hanwhaus.com)
Signature Date: 2025-12-02 - 0:49:12 AM GMT - Time Source: server- IP address: 162.218.253.10

Agreement completed.
2025-12-02 - 0:49:12 AM GMT

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Adobe
Acrobat Sign

Commissioners Court - Regular Session **8.**

Meeting Date: 12/09/2025

Property Tax Collections – October 2025

Submitted For: Larry Gaddes

Submitted By: Rebecca Bruton, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

100125-103125 GWI-RFM

100125-103125 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/21/2025 10:53 AM
Form Started By: Rebecca Bruton		Started On: 11/21/2025 08:28 AM
Final Approval Date: 11/21/2025		

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

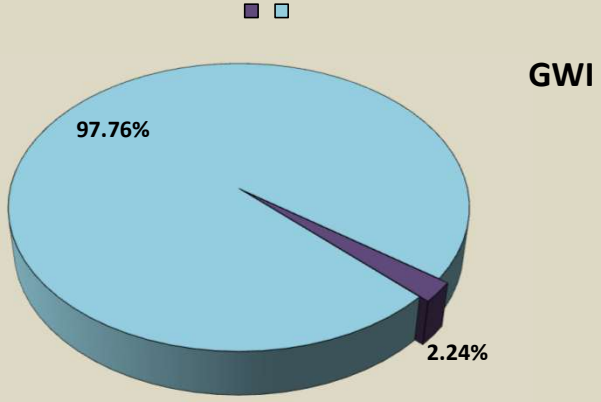
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P&I	YTD Percent Collected w/P&I & Prior Years
2025	$516,616,223.79	$477.42	$516,616,701.21	$11,565,672.64	$0.00	$121.21	$505,050,907.36	$11,565,793.85	2.24%	2.24%	2.32%
2024 & Prior	$4,018,041.75	$0.00	$4,018,041.75	$307,257.17	$61,767.92	$5,226.36	$3,705,558.22	$312,483.53	7.78%	9.31%	
Rollbacks	$531,939.22	$0.00	$531,939.22	$68,002.31	$0.00	$0.00	$463,936.91	$68,002.31	12.78%	12.78%	
Total All	$521,166,204.76	$477.42	$521,166,682.18	$11,940,932.12	$61,767.92	$5,347.57	$509,220,402.49	$11,946,279.69	2.29%	2.30%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P&I	YTD Percent Collected w/P&I & Prior Years
2025	$63,704,185.47	$1.33	$63,704,186.80	$1,411,150.27	$0.00	$14.98	$62,293,021.55	$1,411,165.25	2.22%	2.22%	2.30%
2024 & Prior	$462,677.64	($16.69)	$462,660.95	$38,816.87	$7,746.11	$653.83	$423,190.25	$39,470.70	8.53%	10.21%	
Rollbacks	$59,202.33	$0.00	$59,202.33	$7,727.78	$0.00	$0.00	$51,474.55	$7,727.78	13.05%	13.05%	
Total All	$64,226,065.44	($15.36)	$64,226,050.08	$1,457,694.92	$7,746.11	$668.81	$62,767,686.35	$1,458,363.73	2.27%	2.28%	

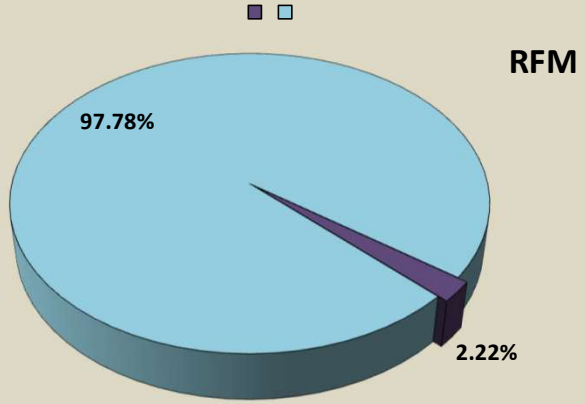
2025 COMBINED MONTHLY BREAKDOWN

Oct-25	$580,320,409.26	$478.75	$580,320,888.01	$12,976,822.91	$0.00	$136.19	$567,343,928.91	$12,976,959.10

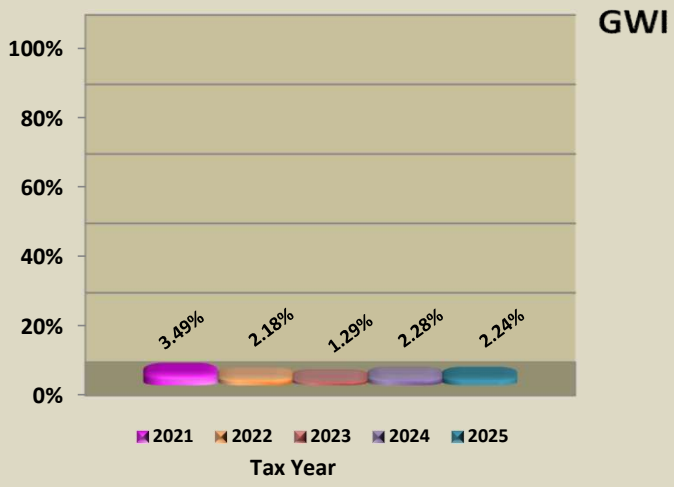
Year to Date Collection Report
Thru October 2025



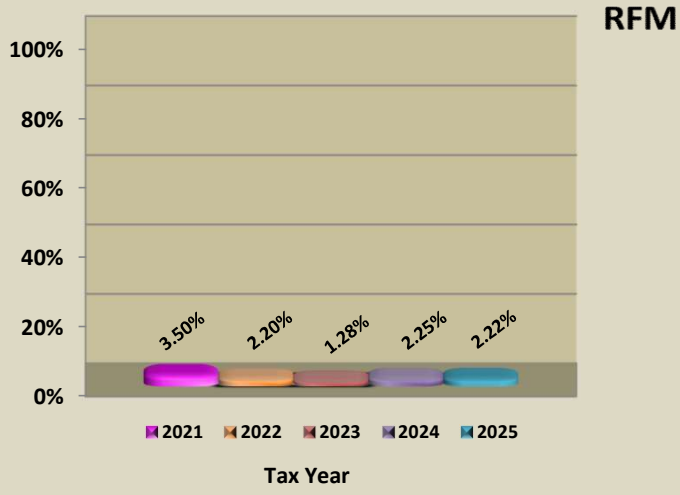
Year to Date Collection Report
Thru October 2025



Percent of Roll Collected Comparison
Tax Years 2021-2025



Percent of Roll Collected Comparison
Tax Years 2021-2025



Commissioners Court - Regular Session **9.**

Meeting Date: 12/09/2025

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

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	12/01/2025 03:57 PM
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:07 PM
Form Started By: Kayla Marek		Started On: 12/01/2025 02:22 PM
Final Approval Date: 12/02/2025		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	QAQI Evaluator.2086.001100.	15396	$68,832.85	$688.34	1.00	$69,521.19	-	MERIT	5-Dec-25
911 Communications	Telecommunications Officer.0148.001100.	17466	$59,899.71	$1,198.01	2.00	$61,097.71	-	MERIT	5-Dec-25
911 Communications	Telecommunications Officer.0158.001100.	17491	$59,899.71	$1,198.01	2.00	$61,097.71	-	MERIT	5-Dec-25
911 Communications	Telecommunications Officer.1685.001100.	17468	$59,899.71	$1,198.01	2.00	$61,097.71	-	MERIT	5-Dec-25
Juvenile Grant	Juv Prob Officer I Grant.1029.001100.	16157	$58,041.06	$1,160.82	2.00	$59,201.88	-	MERIT	5-Dec-25
Juvenile Grant	Juv Prob Officer I Grant.1025.001100.	15997	$58,041.06	$1,160.82	2.00	$59,201.88	-	MERIT	5-Dec-25
Juvenile Services	Juv Supervision Offcr I.1105.001100.	17454	$46,739.95	$934.79	2.00	$47,674.74	-	MERIT	5-Dec-25
Juvenile Services	Juv Supervision Offcr I.1741.001100.	15721	$46,739.95	$934.79	2.00	$47,674.74	-	MERIT	5-Dec-25
Juvenile Services	Juv Probation Officer I.1149.001100.	15111	$56,385.74	$1,127.71	2.00	$57,513.46	-	MERIT	5-Dec-25
Juvenile Services	Juv Supervision Offcr I.1119.001100.	17482	$46,739.95	$934.79	2.00	$47,674.74	-	MERIT	5-Dec-25
Juvenile Services	Juv Supervision Offcr I.1082.001100.	17485	$46,739.95	$934.79	2.00	$47,674.74	-	MERIT	5-Dec-25
Juvenile Services	Administrative Specialist.1058.001100.	17484	$46,375.27	$927.51	2.00	$47,302.78	-	MERIT	5-Dec-25
Juvenile Services	Juv Supervision Offcr I.1106.001100.	17429	$46,739.93	$934.79	2.00	$47,674.72	-	MERIT	5-Dec-25
Unified Road Systems	R&B Division Director.2200.001100.	14130	$183,650.74	$1,999.92	1.09	$185,650.66	-	MERIT	19-Dec-25
Unified Road Systems	Senior Engineer.1501.001100.	14914	$141,128.00	$2,600.00	1.84	$143,728.00	-	MERIT	19-Dec-25

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0581	001100	4,282.37	
01	0100	0581	002010	327.60	
01	0100	0581	002020	653.60	
01	0100	8004	001130		4,282.37
01	0100	8004	002010		327.60
01	0100	8004	002020		653.60
01	0100	0576	001100	9,050.81	
01	0100	0576	001130		9,050.81
01	0200	0210	001100	4,599.92	
01	0200	0210	001130		4,599.92

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0495 - County Auditor	0625	Vacant	N/A	N/A	$85,435.92	$82,345.22	$3,090.70	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0625 to PCN 0646	12/19/2025
0495 - County Auditor	0646	Vacant	N/A	N/A	$108,409.30	$111,500.00	N/A	$3,090.70	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0625 to PCN 0646	12/19/2025
0540 - EMS	0852	10085	$69,173.22	$56,753.47	$69,173.22	$56,753.47	$12,419.75	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0852 to PCN 0783	12/19/2025
0540 - EMS	0783	Vacant	N/A	N/A	$62,930.63	$75,350.38	N/A	$12,419.75	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0852 to PCN 0783	12/19/2025
0210 - Unified Road Systems	1521	Vacant	N/A	N/A	$46,982.83	$46,375.27	$607.56	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1519, 1541, 1561, 2140, 1573, and 1585 to PCN 2238	12/19/2025
0210 - Unified Road Systems	1657	17673	$46,375.26	$46,375.26	$46,982.83	$46,375.27	$607.56	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1519, 1541, 1561, 2140, 1573, and 1585 to PCN 2238	12/19/2025

0210 - Unified Road Systems	1543	12587	$46,375.27	$46,375.27	$46,982.83	$46,497.74	$485.09	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1519, 1541, 1561, 2140, 1573, and 1585 to PCN 2238	12/19/2025
0210 - Unified Road Systems	1541	Vacant	N/A	N/A	$48,075.47	$46,375.27	$1,700.20	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1519, 1541, 1561, 2140, 1573, and 1585 to PCN 2238	12/19/2025
0210 - Unified Road Systems	1561	Vacant	N/A	N/A	$48,075.47	$46,375.27	$1,700.20	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1519, 1541, 1561, 2140, 1573, and 1585 to PCN 2238	12/19/2025
0210 - Unified Road Systems	2140	Vacant	N/A	N/A	$48,392.32	$46,463.33	$1,928.99	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1519, 1541, 1561, 2140, 1573, and 1585 to PCN 2238	12/19/2025
0210 - Unified Road Systems	1573	Vacant	N/A	N/A	$61,127.07	$59,346.66	$1,780.41	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1519, 1541, 1561, 2140, 1573, and 1585 to PCN 2238	12/19/2025
0210 - Unified Road Systems	1585	16305	$56,506.10	$56,506.10	$57,209.49	$56,575.61	$633.88	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1519, 1541, 1561, 2140, 1573, and 1585 to PCN 2238	12/19/2025

0210 - Unified Road Systems	2238	Vacant	N/A	N/A	$62,959.22	$72,403.11	NA	$9,443.89	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1519, 1541, 1561, 2140, 1573, and 1585 to PCN 2238	12/19/2025
0440 - District Attorney	0061	Vacant	N/A	N/A	$113,931.37	$109,447.38	$4,483.99	NA	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 0061 and 0074 to PCN 2234	12/19/2025
0440 - District Attorney	0074	14720	$59,999.99	$59,999.99	$65,123.25	$59,999.99	$5,123.26	NA	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 0061 and 0074 to PCN 2234	12/19/2025
0440 - District Attorney	2234	Vacant	N/A	N/A	$120,392.75	$130,000.00	NA	$9,607.25	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 0061 and 0074 to PCN 2234	12/19/2025

***Amount may vary slightly due to Oracle rounding**

Commissioners Court - Regular Session **10.**

Meeting Date: 12/09/2025

VSC Assets for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

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

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Assets for Auction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:15 PM
Form Started By: Cheryl Johnson		Started On: 11/19/2025 12:25 PM
Final Approval Date: 12/02/2025		

Vehicle Status Change Assets for Commissioners Court

Department	Created	County VIN/Serial Number	Equipment Unit Number	Reason for Status Change	Enter Agenda Date:	Make	Model	License Plate	Year	Short VIN
510 - Parks	12/4/2024 10:01 AM	11WEC12273W271724	PF0328	REACHED OPERATIONAL LIFE EXPECTANCY	12/9/2025	W-W TRAILER	Enclosed Trailer	904260	2003	
560 - Sheriffs Office	5/16/2025 8:45 AM	1GNLCDEC9KR286807	SB1967	NOT MECHANICALLY SOUND	12/9/2025	CHEVROLET	TAHOE	1399993	2019	
554 - Constable Pct 4	6/30/2025 4:32 PM	1GNLCDECXHR217732	4B1771	REACHED OPERATIONAL LIFE EXPECTANCY	12/9/2025	CHEVY	TAHOE	1336492	2017	
542 - Hazmat	7/2/2025 1:16 PM	1FTEW1EF1FFA75884	ZB1502	REACHED OPERATIONAL LIFE EXPECTANCY	12/9/2025	Ford	F150 Crew Cab	1218559	2015	
560 - Sheriffs Office	7/16/2025 10:25 AM	3GCPCNEC9GG225366	SB1608	REACHED OPERATIONAL LIFE EXPECTANCY	12/9/2025	CHEVROLET	SILVERADO	JHF0362	2016	
560 - Sheriffs Office	8/22/2025 3:11 PM	1GNLC2EC7FR623727	SB1578	REACHED OPERATIONAL LIFE EXPECTANCY	12/9/2025	CHEVROLET	TAHOE	GCZ1917	2015	
551- Constable Pct 1	9/4/2025 7:52 AM	1GNLCDEC0JR181555	1B1816	REACHED OPERATIONAL LIFE EXPECTANCY	12/9/2025	Chev,	Tahoe	1370328	2016	
560 - Sheriffs Office	9/4/2025 7:59 AM	1GNLCDEC7HR266046	SB1745	NOT MECHANICALLY SOUND	12/9/2025	CHEVROLET	TAHOE	1336612	2017	
560 - Sheriffs Office	9/4/2025 12:56 PM	1GNLCDEC2HR233195	SB1744	REACHED OPERATIONAL LIFE EXPECTANCY	12/9/2025	CHEVROLET	TAHOE	1336611	2017	
551- Constable Pct 1	9/15/2025 1:34 PM	1GNLCDECXJR179778	1B1811	REACHED OPERATIONAL LIFE EXPECTANCY	12/9/2025	Chevrolet	Tahoe	1370329	2018	
551- Constable Pct 1	9/15/2025 1:36 PM	1GNLCDEC8JR179343	1B1813	REACHED OPERATIONAL LIFE EXPECTANCY	12/9/2025	Chevrolet	Tahoe	1551077	2018	
560 - Sheriffs Office	9/22/2025 8:45 AM	1GNLCDEC8KR288810	SB1964	NOT MECHANICALLY SOUND	12/9/2025	CHEVROLET	TAHOE	1406799	2019	
553 - Constable Pct 3	10/13/2025 2:43 PM	1GNLC2EC3FR563090	3B1545	REACHED OPERATIONAL LIFE EXPECTANCY	12/9/2025	Chevy	Tahoe	1195770	2015	
560 - Sheriffs Office	10/21/2025 10:38 AM	1GNLCDEC4JR253311	SB1861	NOT MECHANICALLY SOUND	12/9/2025	CHEV	TAHOE	1370509	2018	
576 - Juvenile Services	10/30/2025 9:17 AM	1FBSS31L75HA82982	JC0579	Other- See Comments	12/9/2025	Ford	E350	1131025	2005	

Department	Created	County VIN/Serial Number	Equipment Unit Number	Reason for Status Change	Enter Agenda Date:	Make	Model	License Plate	Year	Short VIN
560 - Sheriffs Office	10/30/2025 4:01 PM	1GNLCDEC8LR252276	SB2032	NOT MECHANICALLY SOUND	12/9/2025	CHEVROLET	TAHOE	1426399	2020	
560 - Sheriffs Office	10/30/2025 4:02 PM	1GNLCDEC5LF252378	SB2033	NOT MECHANICALLY SOUND	12/9/2025	CHEVROLET	TAHOE	1426556	2020	
560 - Sheriffs Office	10/30/2025 4:02 PM	1GNLCDEC0LR252319	SB2037	NOT MECHANICALLY SOUND	12/9/2025	CHEVROLET	TAHOE	1426410	2020	
560 - Sheriffs Office	11/17/2025 9:44 AM	1GNLCDEC7KR288071	SB1990	NOT MECHANICALLY SOUND	12/9/2025	CHEVROLET	TAHOE	1412744	2019	

Commissioners Court - Regular Session **11.**

Meeting Date: 12/09/2025

Assets for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the purchasing department's monthly report of asset disposition through auction, pursuant to Texas Local Government Code 263-152, for the period of November 01, 2025, through November 25, 2025.

Background

Please see the attachment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset for Auction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:16 PM
Form Started By: Cheryl Johnson		Started On: 11/19/2025 01:36 PM
Final Approval Date: 12/02/2025		

Asset Status Change for Commissioners Court

ID	Lookup Description	Disposal Method:	Approval Status	Workflow Stage	Report Month	Court Date:	Agenda Item:	Created	Created By	Report Type	Purchasing Final Determination	Purchasing Process Completed
193	Misc. Office Equipment	SALE at the earliest auction	Approved	Review Completed	12-09-2025	12/9/2025	38661	10/30/2025 12:31 PM	Mary Alcala	Monthly Report	Auction	Yes
194	Dell Laptops	SALE at the earliest auction	Approved	Review Completed	12-09-2025	12/9/2025	38661	10/30/2025 12:36 PM	Mary Alcala	Monthly Report	Auction	Yes
195	Computer Equipment	SALE at the earliest auction	Approved	Review Completed	12-09-2025	12/9/2025	38661	10/30/2025 1:50 PM	Mary Alcala	Monthly Report	Auction	Yes
206	HP Printers	SALE at the earliest auction	Approved	Review Completed	12-09-2025	12/9/2025	38661	11/13/2025 11:24 AM	Mary Alcala	Monthly Report	Auction	Yes
216	Parks Department - Ice Maker	SALE at the earliest auction	Approved	Review Completed	12-09-2025	12/9/2025	38661	11/19/2025 10:03 AM	Katie Mikulak	Monthly Report	Auction	Yes
217	Desk	SALE at the earliest auction	Approved	Review Completed	12-09-2025	12/9/2025	38661	11/19/2025 11:16 AM	Jaime Brew	Monthly Report	Auction	Yes
218	Metal filing cabinet	SALE at the earliest auction	Approved	Review Completed	12-09-2025	12/9/2025	38661	11/19/2025 2:52 PM	August Alvarado	Monthly Report	Auction	Yes
219	Laptop	SALE at the earliest auction	Approved	Review Completed	12-09-2025	12/9/2025	38661	11/20/2025 8:42 AM	Gina Wrehsnig	Monthly Report	Auction	Yes
220	50 second row Chev Tahoe seats	SALE at the earliest auction	Approved	Review Completed	12-09-2025	12/9/2025	38661	11/24/2025 8:38 AM	Mark Stevens	Monthly Report	Auction	Yes
221	keyboards, monitor stand, book maker, cables	SALE at the earliest auction	Approved	Review Completed	12-09-2025	12/9/2025	38661	11/25/2025 3:26 PM	Starla Hall	Monthly Report	Auction	Yes

Commissioners Court - Regular Session **12.**

Meeting Date: 12/09/2025

Accept Gift Card Donation To Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Erin Bussart, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of a donation of HEB gift cards in the amount of $150.00 to Veteran Services.

Background

HEB gift cards were donated to Veteran Services from the MOWW to be handed out to veterans in need. Reference receipt #143087.

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	11/24/2025 08:25 AM
Form Started By: Erin Bussart		Started On: 11/21/2025 11:04 AM
Final Approval Date: 11/24/2025		

Commissioners Court - Regular Session **13.**

Meeting Date: 12/09/2025

JP1 EOM NOVEMBER 2025

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

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP1 EOM November 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:14 PM
Form Started By: Misty Parker		Started On: 12/02/2025 02:18 PM
Final Approval Date: 12/02/2025		

IN COMPLIANCE WITH ARTICLE 103

CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

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

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 1st day of December 2025 to certify which witness my hand and seal of office.

NOTARY PUBLIC
In and for the State of Texas

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

Payment Report - G/L and Fund Summary

Transaction Date: **11/1/2025 - 11/30/2025** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	50.00
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	13,341.68
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	24,200.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	1,294.79
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	154.17
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	6,871.50
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	2.00
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,137.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,171.08
	0100 - General Fund Total:	**48,222.22**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	3.00
	0360 - Courthouse Security Fund Total:	**3.00**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	1.00
	0361 - JP Security Fund Total:	**1.00**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
	0365 - Child Safety Fund Total:	**25.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,895.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,895.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	4.00
	0372 - Justice Court Technology Fund Total:	**4.00**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **11/1/2025 - 11/30/2025** Case Categories: **Criminal; Civil**
Locations: **JP1**

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

G/L Account	G/L Account Number	Fee Totals
0373 - JP-1 Truancy Program Fund		
01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	L-004-1-01-0373-0000-341917: 01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	100.00
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	5.00
	0373 - JP-1 Truancy Program Fund Total:	**105.00**
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	40.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	5,000.33
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	714.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	4.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	6.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	45.95
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,210.25
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.00
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	367.50
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-1-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	25.00
	0399 - State Agency Fund Total:	**8,417.03**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	600.00
	JP BOND Total:	**600.00**
	Fee Totals for All Funds:	**59,272.25**

Commissioners Court - Regular Session **14.**

Meeting Date: 12/09/2025

ESD 1, 9, and 11 appointments

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the following appointments and reappointments to the following Emergency Services Districts' Board of Commissioners. All terms are 1/1/26 – 12/31/27:
ESD 1 Jollyville-appoint Will Beechinor (bio attached)
ESD 9 Round Rock ETJ- reappoint Pavel Olchovik
ESD 11 Shenandoah-reappoint Vaden Mohrmann

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Will Beechinor bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/26/2025 09:35 AM
Form Started By: Garry Brown		Started On: 11/26/2025 08:25 AM
Final Approval Date: 11/26/2025		

William H. Beechinor – Personal Bio

I am a retired law enforcement professional with 41 years of experience. My career began in 1980 when I became a police officer for the City of San Marcos. From 1982 to 2008 I served with the Austin Police Department, as a patrol officer, Detective and retiring as a Senior Sergeant after 26 years of service. I became a Deputy Constable with the Williamson County Precinct 2 Constable's Office in 2009 serving as a Deputy, Sergeant and Chief Deputy. I retired from the Constable's Office in 2023 after 13 plus years of service.

My law enforcement career included investigative experience as both a detective and supervisor in Robbery, Homicide, Internal Affairs and Repeat Offender Program (Career Criminals/Narcotics). I gained extensive experience with the creation, implementation, continuous review and updating of policy and procedures serving in the Accreditation Unit of the Austin Police Department. The unit achieved accreditation status for the department by compliance with nationally recognized law enforcement standards. Most rewarding was working with communities in restoring distressed neighborhoods, establishing citizen organizations and addressing quality of life issues brought to light by residents.

My experience with the Precinct 2 Constable's Office provided me with an in depth understanding of civil process and procedures. As Chief Deputy I served as the Constable's Office administrative officer overseeing daily operations, administrative functions, which included strategic planning, creating and managing the office's budget, developing and implementing policy and procedures, ensuring regulatory compliance, supervising management and staff, and serving as a member of several county government committees.

As an instructor I have taught classes to law enforcement and the public at the Austin Police Academy, Capital Area Council of Government (CAPCOG), University of Texas System Police Academy, Cedar Park Police Training Facility, Cedar Park Leadership Academy, AISD and RRISD.

I have been a member of this community since 1992 when my wife and I purchased our forever home on Jenner Lane. Both our children were raised in the neighborhood, both attended Pond Springs Elementary, Deer Park Middle School and graduated from McNeil High School. My wife Jan taught Kindergarten, 1st and 2nd Grade at Pond Springs Elementary for 32 years, so our link to the community is well established.

Service to the public runs through generations of my family. I count teachers, nurses, public health professionals, career military, and my own service in law enforcement among them.

Commissioners Court - Regular Session **15.**

Meeting Date: 12/09/2025

2025 SART Report

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Sexual Assault Response Team (SART) 2025 Biennial Report.

Background

In 2021, the 87th Texas Legislature passed SB 476, which requires all Texas counties to form a Sexual Assault Response Team (SART) in order to have a statewide infrastructure of resources, awareness, connection, and coordination to address adult sex crimes at a local level. Each county's commissioners court is required to establish a SART for the purpose of organizing professionals from multiple disciplines to provide wrap-around support to survivors of adult sexual assault. The Williamson County SART consists of many law enforcement agencies, advocacy groups, mental health services, and medical organizations. The law which created the requirement for a county SART enumerated statutory core members that must be identified and involved with the team. The current statutory core members of the Williamson County SART are:

- Jimmie Gabel, Vice President of Client Service – Hope Alliance
- Victoria Winkeler, Chief Prosecutor of the Special Victims Unit – Office of the District Attorney, 26th Judicial District of Texas
- Lieutenant Joseph Claypool, Criminal Investigations Division – Round Rock Police Department
- Lieutenant Jason Braeutigam – Williamson County Sheriff's Office
- Crystal Love, Executive Director – Brave Alliance
- Andrea Richardson – Bluebonnet Trails
- Lieutenant Bobby Vernengo – Cedar Park Police Department

While these listed members are the statutorily required members of the SART, many other agencies voluntarily participate and are involved in the Williamson County SART in order to provide unified care for survivors of adult sexual assault. Some of the intended purposes of the SART are to track data related to reports, investigations, and prosecutions of adult sexual assaults; ensure appropriate protocols are created and implemented across all agencies involved in the process of a survivor receiving services or making a report of sexual assault; and to collaborate, communicate and coordinate amongst agencies at all levels.

Fiscal Impact

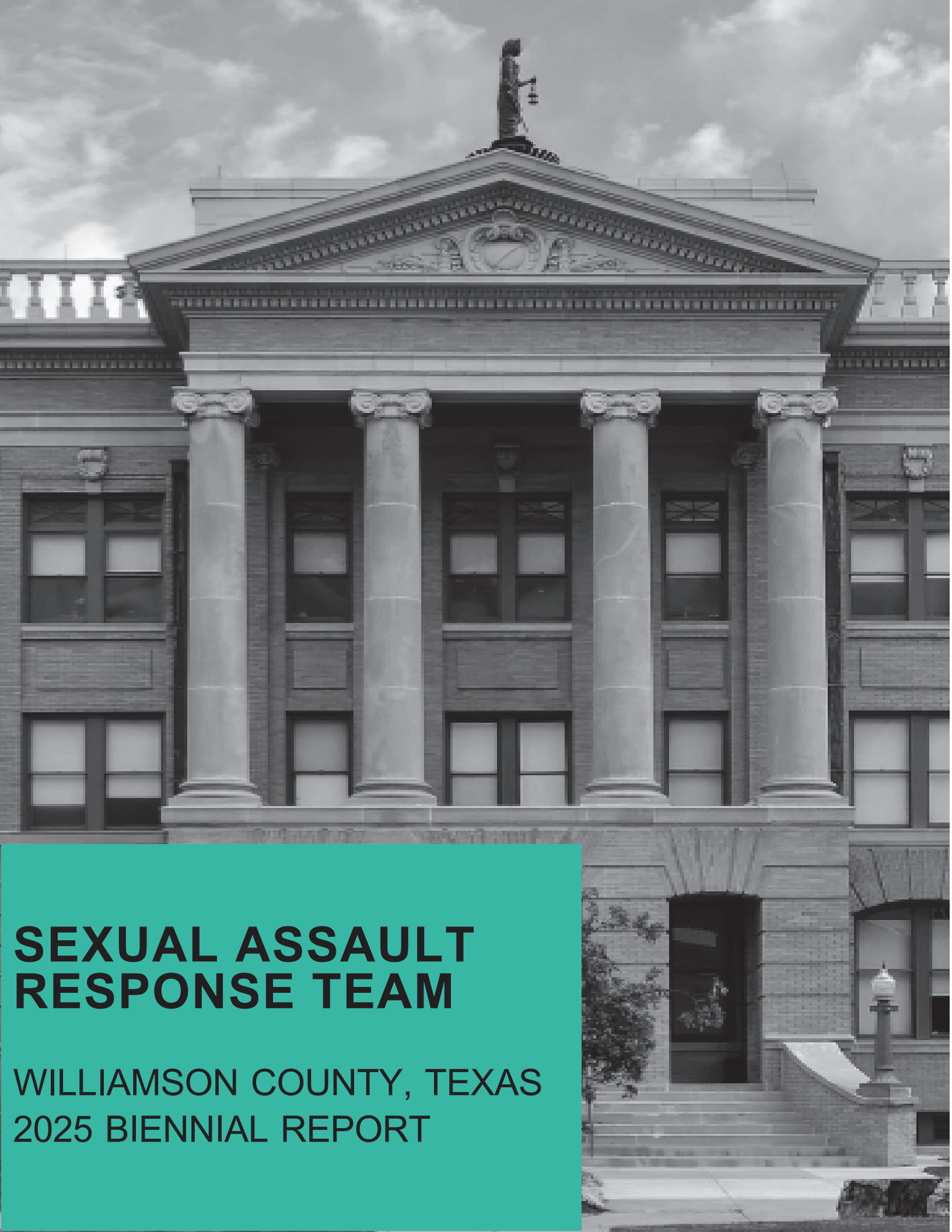
From/To	Acct No.	Description	Amount

Attachments

SART 2025 Biennial Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/20/2025 02:03 PM
Form Started By: Grace Frias		Started On: 11/19/2025 02:32 PM
Final Approval Date: 11/20/2025		



SEXUAL ASSAULT RESPONSE TEAM

WILLIAMSON COUNTY, TEXAS
2025 BIENNIAL REPORT

TABLE OF CONTENTS

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SART OVERVIEW

What is SART, and what is its purpose?

In 2021, the 87th Texas Legislature passed SB 476 which requires all Texas counties to form a Sexual Assault Response Team (SART) in order to have a statewide infrastructure of resources, awareness, connection, and coordination to address adult sex crimes at a local level.

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EXECUTIVE SUMMARY

Since the initiation of SB 476, the Williamson County SART has been in the process of creating protocols that can be agreed upon by all participating agencies. Per statute, every odd numbered year requires that a report be submitted to the Commissioners Court of each county detailing particular information and statistics.

The purpose of this report is to comply with the requirements enumerated in SB 476, and to provide the Commissioners Court with an understanding of what the Williamson County SART has been involved with from January 2024 to October 31st, 2025.

Among other things detailed herein, the Williamson County SART has coordinated and agreed upon Sexual Assault Response Protocols, participated in training and other activities to engage the members of the team, and maintain data related to the investigation and prosecution of adult sexual assault (and similar or related) offenses in Williamson County.

When evaluating the data presented in this report, only sexual assault offenses committed against an individual who was 18 years old or older are covered by the SART. Offenses committed against an individual who was a child at the time of the assault are specifical not included within the statutory mandate.

This 2025 report seeks to build upon the information provided in our first biennial report submitted in 2023, as well as update data from local law enforcement and the District Attorney's Office. Of note, we have also included data from BRAVE Alliance related to forensic service requests for adult sexual assault survivors in Williamson County. We have also included information related to trainings and community partner collaboration that are core to the SART mission.

As the process of reporting and data collection continues to take shape, this report attempts to be as accurate as possible. Therefore, it is important to note that the reporting process and data collection are still in their early stages. The data collected from law enforcement agencies spans from January 1, 2024 through October 31, 2025. However, as some agencies have submitted early, numbers for some agencies may be more reflective of an August or September cutoff.

DATA AND FINDINGS

Below is a chart diagraming the data provided by participating law enforcement agencies specifying the number of adult sexual assault reports received and cases investigated.

Law Enforcement Agency	Sexual Assault Reports Received*	Sexual Assaults Reports Investigated*
Cedar Park Police Department	26	20
Hutto Police Department	9	8
Taylor Police Department	4	4
Round Rock Police Department	59	59
Leander Police Department	38	29
Williamson County Sheriff's Office	86	79
Georgetown Police Department	34	34

* While sexual assault is a specific offense enumerated in the Texas Penal Code, agencies have cases which may not fall under that specific statutory language but could include things like, Aggravated Sexual Assault or Prohibited Sexual Conduct in their numbers. Each agency was allowed to evaluate the cases involved to determine if they qualified as a sexual violent offense.

Prosecution Data

Below is a chart diagraming the prosecution data related to adult sexual assault cases received by the Office of the Williamson County District Attorney for the 26th Judicial District of Texas for decisions made from January 1, 2024 – October 31, 2025. Note: Cases resolved but filed prior to 2024 will show as a resolution but not be counted as having been filed during this time.

Prosecutorial Action	Number of Cases
New Adult Sexual Assault (ASA)* Charges Filed	41
ASA Indictments Filed (True Bill)	27
ASA Indictments Rejected (No Bill)	25
ASA Charges Convicted**	37
ASA Charges Dismissed*	25
Defendant's Acquitted***	2

* For purposes of this data, ASA charges include Sexual Assault, Aggravated Sexual Assault, Prohibited Sexual Conduct, and others deemed to be considered sexually violent offenses where the victim is over the age of 17.

** For purposes of this data, the "conviction" language includes cases where a defendant was placed on probation (including deferred adjudication probation) or prison.

***This category *only* includes cases where a trial was held, and a defendant was specifically found "not guilty."

Forensic Services Data

Below is a chart diagramming data provided by BRAVE Alliance related to Sexual Assault Nurse Examiner (SANE) requests from January 1, 2024 -- September 30, 2025.

	Acute Service Requests	Non-Acute Service Requests	Total Service Requests
2024	64	7	71
YTD 2025	49	13	62

Below is a chart diagramming data provided by BRAVE Alliance related to age demographics for SANE services requested from January 1, 2024 – September 30, 2025.

	Patients Aged 17-44	Patients Aged 45-64	Patients Aged 65 and Over
2024	59	11	1
YTD 2025	48	10	4

Relationship Between Strangulation and Sexual Assault

In data reported by BRAVE Alliance, it was noted that in 2024, 21 patients reported being strangled by their assailant during the sexual assault. In data provided from January 1, 2025 through September 30, 2025, 27 patients reported being strangled by their assailant during the sexual assault.

SANE Kit Data

In an effort to comply with new data point reporting requirements found in Section 351.257 related to SANE kit collection, BRAVE Alliance reports that there are currently 0 kits that are delayed for pickup in Williamson County. Future reports will seek to use Track-Kit and its system for data collection, however at the time of submission, going directly to our forensic nursing partner was deemed to be the most effective way to collect this information.

PROTOCOLS

The protocols of the Williamson County SART are contained in their entirety herein:

WILLIAMSON COUNTY SEXUAL ASSAULT RESPONSE TEAM

PROTOCOL

Adopted December 2022 | Ratified November 2023

PURPOSE

A. The Sexual Assault Response Team (SART) is a group of individuals and agencies who work independently on a day-to-day basis and communicate with each other regularly to discuss mutual cases and solve mutual problems related to disclosures of sexual assault in Williamson County, Texas, thus **minimizing survivor re-traumatization and increasing the efficacy of response.**

B. The purpose of this Protocol is to establish and maintain a clear, and effective **community-wide coordinated approach and response** to the problem of sexual assault that prioritizes the health and safety of survivors. This Protocol represents the combined efforts of professionals from law enforcement, medical personnel, advocacy, and the judicial system. The appointed team membership and requested attendance may change over time depending on the needs of the survivors served and the goals of the SART. Interagency cooperation is essential in supporting the healing process of survivors, and in facilitating the arrest, prosecution, and conviction of sexual offenders.

MISSION

A. The mission of the Williamson County SART is to build communication and collaboration between agencies serving sexual assault survivors. The SART initiative is a survivor-centered project designed to provide a collaborative, interdisciplinary team response to sexual assault. The goal of the SART is to provide services to ensure a transition from victim to survivor free of re-traumatization for every individual whose life is impacted by sexual violence.

B. The technical expertise and collaboration of the SART is vital to the community's ultimate goals: Appropriate and successful prosecution and restoration of the survivor's sense of safety, agency and wellness.

C. Members of the Williamson County SART meet bi-monthly to discuss trends, cases, and improvements to survivors of sexual assault services. The SART meetings allow for and encourage collaborative communication, discussion of concerns, problem solving, and conflict resolution as necessary.

GUIDELINES

A. The physical, emotional and psychological well-being of the sexual assault survivor is the priority throughout the sexual assault investigation and prosecution.
B. The health care facility considers the personal safety and health care needs of the survivor.
C. The forensic nurse offers a medical forensic exam in compliance with agency guidelines.
D. The sexual assault advocate considers the well-being of the survivor as well as the family and/or friends of the survivor.
E. The law enforcement representative works to ensure the safety of the survivor and the quality and integrity of the sexual assault investigation.
F. The District and County Attorney's office works in coordination with the respective agencies to ensure an effective response to sexual assault.
G. The diverse needs of the survivor; including, but not limited to, abilities, gender, race/ethnicity, age, sexual orientation/identity, economic status, literacy, language and access to resources, are recognized, and action is taken to provide respectful and appropriate accommodations and services.
H. All survivors of sexual assault receive individualized, developmentally appropriate treatment.
I. Every effort is made to protect and respect all sexual assault survivors' right to confidentiality at every stage of their involvement with SART and by each participating SART member.
J. Each survivor of sexual assault will have the opportunity to provide feedback regarding their experience with the criminal justice process and services provided by the SART via follow up calls and emails.

SECTION I: PROTOCOLS RELATED TO RESPONDING TO DISCLOSURES

A. Law Enforcement Response
    1. When law enforcement receives a report of a sexual assault, officers take steps to protect the victim from further harm and follow all applicable standard operating procedures.
    2. For all survivors of sexual assault, law enforcement will offer the opportunity for a forensic nurse exam. If the survivor wishes to proceed with the exam law enforcement will notify the SAFE site, hospital or forensic nurse and victim's services. The forensic nurse immediately contacts Williamson County Crisis Center dba Hope Alliance to access a sexual assault program advocate.
    3. When the police and victim arrive at the medical facility, the patient will be medically screened, per medical facility policy, prior to completion of forensic exam. The forensic nurse, may stay with the victim during any necessary medical evaluation and until the victim is cleared medically and transferred to the medical forensic examination area. If no forensic nurse is present to

accompany the victim during the medical evaluation process, a community based or law enforcement advocate may remain with the victim, if the victim so desires.

4. All survivors being interviewed as part of an investigation following a sexual assault report are offered access to a sexual assault program advocate. Law enforcement contacts Williamson County Crisis Center dba Hope Alliance.
5. In non-acute cases that involve a prepubescent victim, the detective will follow established protocol to contact the Children's Advocacy Center for an interview and SANE, as appropriate.
6. Interagency information is shared in accordance with state and federal law, to ensure the timely exchange of relevant information including, but not limited to date, time, and location of SANE.

B. Medical Personnel/Hospital Response

1. If a minor or geriatric/disabled sexual assault victim presents to a hospital emergency room initially, hospital personnel may contact law enforcement.
2. If an adult sexual assault victim able to give consent presents to a hospital emergency room initially, only with patient consent may hospital personnel notify the appropriate law enforcement following triage and medical screening.
3. If consent to involve law enforcement is given, then law enforcement will discuss potential options available to the victim for a SANE, including possible locations where one may take place. Law enforcement will then contact Victim Services and assist in arranging a SANE if desired by the victim.
4. If consent to involve law enforcement is not given, then contact shall be made with Williamson County Crisis Center dba Hope Alliance and/or Brave Alliance, for discussion of options available to the victim for a SANE, including possible locations where one may take place. The contacted agency shall then assist in arranging a SANE if desired by the victim.
5. If an adult sexual assault victim presents to area hospital and states that they have been sexually assaulted and do not wish to make a report to law enforcement, the triage nurse contacts Williamson County Crisis Center dba Hope Alliance to **access a sexual assault program advocate** to speak with the patient about options.
6. Hospital staff will work in conjunction with the sexual assault program advocate to determine patient's desire to report to law enforcement. If patient states that they do not want to report the crime to law enforcement at time of disclosure the patient may still want and be permitted to have evidence collected or a medical exam performed. If the patient reports to a hospital that does not have access to a forensic nurse, the staff will provide a medical screening and transfer patient to designated SAFE facility (or if patient refuses transfer, offer a basic forensic exam if available). In Williamson County, SAFE designated hospitals will accept patients as transfers unless the patient's associated injuries warrant a specialized service not available at the

proposed receiving hospital. The patient will be triaged and medically screened per hospital policy.

7. Interagency information is shared in accordance with state and federal law, to ensure the timely exchange of relevant information including, but not limited to date, time, and location of SANE.

C. Anonymous Disclosures and Reporting

1. In accordance with Federal and State regulations, adults presenting to health care providers requesting a forensic examination, who have elected not to make a complaint to law enforcement, will be provided with an exam and appropriate evidence collection. Special consideration for these patients will be made. The SART's desire for the patient is to ensure appropriate medical care, timely advocacy, and continuous opportunity to involve law enforcement.
2. Procedures for anonymous reporting include patient contact with health care provider, timely contact with advocacy, and comprehensive patient education regarding evidence storage, law enforcement involvement, and time limitations.

SECTION II: PROTOCOLS RELATED TO ACCESSIBILITY

A. Accessibility and Response of Sexual Assault Forensic Examinations

1. The forensic nurse will confirm contact with Williamson County Crisis Center dba Hope Alliance to access a sexual assault program advocate.
2. The forensic nurse will notify the victim of their legal sexual assault accompaniment rights. The patient will be given education about the exam, advocacy, and law enforcement involvement. The patient will be offered a medical forensic examination.
3. The forensic nurse will speak with the patient and attempt to determine the location of the sexual assault. Location of assault will assist the advocate and nurse in formulating a patient safety plan, potentially including a report to the appropriate law enforcement agency.
4. When requested by the victim, in accordance with the Texas Code of Criminal Procedure and the Texas Government Code, a sexual assault program advocate will accompany the victim into the examination room to provide support during the exam.
5. Prophylactic medications for sexually transmitted infections and pregnancy as recommended by the Centers for Disease Control and Prevention will be offered as indicated at the time of the exam. This offering will be based on patient exam and history. Should additional medications be needed a prescription will be given to the patient to fill at the pharmacy of their choice.
6. The forensic nurse will provide information regarding follow-up medical care. The forensic nurse, VS and/or the advocate will make arrangements, at the victim's request, to contact the victim for follow-up, supportive counseling, information and referral, and legal advocacy-including information and assistance with Crime Victims' Compensation and Victims' Rights.

7. When the medical forensic examination is complete, the forensic nurse or forensic nursing program will release the evidence and documentation to law enforcement with the patient's written consent.
8. At the time of discharge, the patient will be given OAG information sheets on how to retrieve their evidence should they choose to report within five years. Non-report evidence collection kits will be sent to the Texas Department of Public Safety's currently designated storage facility.

B. Accessibility and Response of Sexual Assault Program Advocates

1. Survivors have the right to a sexual assault program advocate be present during SANEs and law enforcement investigative interviews.
2. Sexual assault program advocates as defined by Section 420.003, Government Code are accessed through Williamson County Crisis Center dba Hope Alliance 24/7 by calling the hotline at 1-800-460-7233.
3. Upon request by law enforcement, medical personnel/hospital, or forensic nurse, an advocate will respond, in person within one hour of the initial call to the location of SANE and/or investigative interview. Some advocates have various language capacities, and all have access to interpreting services.
4. The advocate will be introduced to the survivor and support persons prior to the examination and/or investigative interview, when possible
5. The survivor and support persons will be given the opportunity to decide how they want to interact with the advocate during the examination and/or investigative interview, including dismissal of the advocate.
6. The advocate may be present for the exam if desired by the survivor in accordance with the Texas Code of Criminal Procedure and the Texas Government Code.
7. The advocate's role is to provide crisis intervention, information, referrals, and support services. They cannot provide transportation, respond to a survivor's home or scene of a crime, act as an interpreter, or participate in the gathering of evidence or investigation of the sexual assault. Interpretive services provided by an involved agency shall be utilized with the consent of that agency.
8. Information shared by the survivor to the sexual assault advocate is privileged and therefore entitled to protection from disclosure in court and legal proceedings.

C. Accessibility of Medical Care

1. *Information on the availability of and access to medical care when the care is clinically indicated.*

D. Accessibility of Behavioral Health Services

1. Williamson County's Local Mental Health Authority is Bluebonnet Trails Community Services. They offer a crisis hotline and mobile crisis outreach team for immediate 24/7 response to behavioral health crises accessible by calling 1-800-841-1255. They partner with Williamson

County Emergency Services at 911 dispatch – and respond as the backup center for Texans calling 988, the National Suicide & Crisis Lifeline.

2. Bluebonnet Trails Community Services also offers behavioral health services including counseling, medication management, respite, substance use treatment, and case management accessible by calling 1-844-309-6385.
3. Behavioral health hospitals offering hotline services and inpatient, partial hospitalization, and intensive outpatient treatment located in Williamson County for persons seeking mental wellness and recovery from substance addictions include:
    i. Rock Springs 512-948-3636
    ii. Georgetown Behavioral Health Institute 512-819-1154

SECTION III: PROTOCOLS RELATED TO BILLING AND PAYMENT

A. In accordance with the Texas Code of Criminal Procedure Article 56A.304 the health care facility, sexual assault nurse examiner, or sexual assault examiner that provides the examination will make an application to the attorney general for reimbursement in the amount set by the attorney general for the forensic examination. This application must include certification that the examination was conducted in accordance with the requirements of Article 56A.303(a), and a complete and itemized bill of the reasonable costs of the forensic portion of the examination. The health care facility, sexual assault nurse examiner, or sexual assault examiner must request additional reimbursement when necessary but must provide justification to the attorney general.

B. This article does not require a law enforcement agency to pay any costs of treatment for injuries. Therefore, the victim will be informed and provided information regarding Crime Victims' Compensation (CVC) in order to cover other expenses related to the crime. Victim Services and/or Hope Alliance will then assist victims in applying for CVC. Given that medical insurance information is required for billing in the event that the victim does not complete or follow CVC guidelines and is held responsible for all medical expenses and given that CVC is a payer of last resort, all hospitals hosting and/or acting as SAFE sites will obtain any information regarding private insurance, Medicaid, or Medicare per hospital guidelines.

C. Victim Services and/or Hope Alliance will assist with any CVC reimbursement. They may also follow up with hospital administration to advocate for all remaining ER / physician fees be waived for the victim.

SECTION IV: PROTOCOLS RELATED TO PROSECUTING SEXUAL ASSAULT CASES

A. Sexual Assault survivors will be contacted by the prosecutor within 72 hours of receiving the case. Survivors will also be updated prior to grand jury proceedings and if possible, have an in-person meeting prior to grand jury.

B. Sexual Assault survivors will be notified prior to any plea offers and negotiations. If the victim is unable to be contacted, attempts will be made to email and find updated contact information as much as possible. In cases where the prosecutor has taken exhaustive measures to inform the survivor of the plea and still been unable to make contact, a plea agreement can be reached without survivor input.

C. All survivors will be met with in person for trial preparations. If an in-person meeting is not possible, a video conference is sufficient.

D. All survivors will be treated with respect and understanding. Survivors will know that their thoughts and feelings on the outcomes matter. They will be updated on what is going on with the case on a regular basis and should expect honest communication from the prosecutor.

SECTION V: CASE REVIEWS PROTOCOL

A. In an effort to continually minimize sexual assault survivor re-traumatization and increase the efficacy of response, cases will be reviewed as consented by survivors and biennially at minimum.

B. Sensitivity to a survivor's health, safety, and healing is sustained when attempting to obtain a survivor's consent.

C. A written and signed consent by the survivor specifying what information can be shared, for the purpose of case review, and who can receive the information is required in order to review the survivor's case.

D. Unless a survivor has signed a written consent to release information as outlined in B. of this section, privacy and confidentiality is maintained during case reviews as required by law.

E. Cases reviewed, including successes, problems identified, and solutions agreed upon, inform the biennial assessment and evaluation.

SECTION VI: CONFLICT RESOLUTION PROTOCOL

A. Conflict is a normal and important part of growth and movement toward the mission and when attended to constructively and respectfully, conflict can be an opportunity to strengthen collaboration and trust. Steps taken to resolve conflict include:

    a. Creating an effective atmosphere
    b. Clarifying perceptions
    c. Focus on individual and
    d. Building shared positive power
    e. Looking to the future
    f. Generating options
    g. Developing "doables" aka stepping-stones to actions
    h. Making mutually beneficial agreements

    (as identified by Jeanpaul Tshimanga)

B. Unless a survivor has signed a written release of information specifying what information is to be shared and with who, privacy and confidentiality is maintained curing conflict resolution as required by law.

SECTION VII: CROSS-AGENCY TRAINING PROTOCOL

A. At minimum, 4 hours of annual cross-agency training related to dynamics of sexual assault is required for members. When appropriate and possible, efforts to collaborate and coordinate in person multi-agency trainings will be made.

SECTION VIII: COMMUNITY ASSESSMENT AND SART EVALUATION

A. Community assessment is an ongoing process that includes but is not limited to trending sexual assault reports to law enforcement agencies, SANE/SAFEs, and advocacy services during each SART meeting with special attention to drug-facilitated sexual assault, predatory date rape, and sex-trafficking.

B. Every other year, an evaluation is conducted using sexual assault case reviews to measure the effectiveness of individual agency and interagency protocols and systems.

COLLABORATION AND TRAINING WITH COMMUNITY PARTNERS

Since our last SART report, Williamson County team members have worked to promote awareness, support victims, and garner community involvement in the fight to hold perpetrators accountable and protect survivors of sexual assault. A highlight of those efforts include:

1. Team member attendance at the Conference on Crimes Against Women in Dallas, Texas
2. Participation at the Every Victim, Every Time Conference- hosted annually in Bryan, Texas, to bring together law enforcement, prosecutors, and victims services professionals for invaluable training through specialized topics and case studies
3. Promoting and participating in Amplify Wilco Day- a profit share event at a local business to support Hope Alliance
4. Participation in fundraising efforts for Hope Alliance, BRAVE Alliance, and the Children's Advocacy Center
5. BRAVE Alliance has worked with law enforcement agencies in our county to provide training on strangulation, allowing for the development of new patrol and investigative protocols
6. Team member participation in training with the Human Trafficking Institute, hosted at the Williamson County Sheriff's Office Training Center
7. Encouraging support and participation at community events amongst local law enforcement agencies
8. Worked to develop new victim services education materials to provide a streamlined approach to providing resources and support survivors

SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION

In April, 2025, Williamson County SART members collaborated to present a proclamation to the Williamson County Commissioners Court, declaring April 2025 as Sexual Assault Awareness Month. Team members were present in Commissioners Court and were able to share with the Court and members of the community the importance of the work done to minimize survivor re-traumatization, while also increasing efficiency within law enforcement response and the judicial process. The Proclamation was met with a unanimous vote of support.

CONCLUSION

As Williamson County grows, the work of SART continues to increase in impact. Our team seeks to meet the needs of survivors of sexually violent offenses from a trauma-informed lens, while collaborating amongst our members and with our community partners in an effective way to hold perpetrators accountable. It is our goal to continue to work together to protect survivors, pursue justice, and raise meaningful awareness in the community so that the citizens of Williamson County understand the importance of reporting these offenses, knowing that SART is prepared to walk alongside survivors from the moment they call for help through the conclusion of their involvement in the judicial process.

Commissioners Court - Regular Session **16.**

Meeting Date: 12/09/2025

Approval of Joint Funding Agreement for Water Resources Investigations with the U.S. Department of the Interior US Geological Survey for Emergency Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Joint Funding Agreement for Water Resources Investigations with the U.S. Department of the Interior, U.S. Geological Survey (USGS) and Williamson County, in the amount of Seventy-Two Thousand Four Hundred Dollars ($72,400.00), and execution of the agreement.

Background

The USGS gauges in the agreement are part of the larger Flood Monitoring Project led by Emergency Management and will give the county better visibility on potential flood conditions and hazards in various parts of the County. The funding source is 01.0100.0541.004500, the Origination ID is 4365, and the Point of Contact is Bruce Clements. Form 1295 is not required due to contracting with a governmental entity.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

USGS Agreement for FY 2026

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:22 PM
Form Started By: Vickie Johnson		Started On: 11/19/2025 10:59 AM
Final Approval Date: 12/02/2025		

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oklahoma-Texas Water Science Center
1505 Ferguson Lane
Austin, TX 78754

November 14, 2025

Mr. Bruce Clements
Chief of Emergency Management
Williamson County
911 Tracy Chambers Ln
Georgetown, TX 78626

Dear Mr. Clements:

Enclosed is our standard joint-funding agreement 26SJJFATX217000 between the U.S. Geological Survey Oklahoma-Texas Water Science Center and Williamson County for negotiated deliverables (see attached), upon signature by both parties through September 30, 2027 in the amount of $72,400 from your agency. U.S. Geological Survey contributions for this agreement are $20,000 for a combined total of $92,400. Please sign and return one fully-executed original to Kandis Becher at kkbecher@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **December 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Joseph Capesius at (512) 927-3570 or email capesius@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kandis Becher at phone number (682) 316-5051 or kkbecher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Meghan Roussel

Meghan Roussel
Acting Director

Enclosure
26SJJFATX217000

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000008505
Agreement #: 26SJJFATX217000
Project #: SJ009ME
TIN #: 74-6000978

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into upon signature by both parties, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Williamson County party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $20,000 by the party of the first part during the period upon signature by both parties to September 30, 2027

(b) $72,400 by the party of the second part during the period upon signature by both parties to September 30, 2027

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000008505
Agreement #: 26SJJFATX217000
Project #: SJ009ME
TIN #: 74-6000978

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Joseph Capesius Supervisory Hydrologist
Address:	1505 Ferguson Lane Austin, TX 78754
Telephone:	(512) 927-3570
Fax:	(512) 927-3590
Email:	capesius@usgs.gov

Customer Technical Point of Contact

Name:	Bruce Clements Chief of Emergency Management
Address:	911 Tracy Chambers Ln Georgetown, TX 78626
Telephone:	(512) 591-4973
Fax:	(n/a)
Email:	Bruce.Clements@wilcotx.gov

USGS Billing Point of Contact

Name:	Kandis Becher Budget Analyst
Address:	501 W. Felix Street Bldg 24 Fort Worth, TX 76115
Telephone:	(682) 316-5051
Fax:	(682) 316-5022
Email:	kkbecher@usgs.gov

Customer Billing Point of Contact

Name:	Bruce Clements Chief of Emergency Management
Address:	911 Tracy Chambers Ln Georgetown, TX 78626
Telephone:	(512) 591-4973
Fax:	(n/a)
Email:	Bruce.Clements@wilcotx.gov

U.S. Geological Survey
United States
Department of Interior

Signature

By MEGHAN ROUSSEL Digitally signed by MEGHAN ROUSSEL Date: 2025.11.14 12:51:17 -06'00' **Date:**

Name: Meghan Roussel

Title: Acting Director

Williamson County

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

Williamson County
26SJJFATX217000

Description	Code	Units	Diff. Factor	USGS Funds	Customer Funds	Total
Task: 1 - Surface Water Data Collection						
Site: 08104590 N Fk San Gabriel Rv at FM 243 nr Briggs, TX						
FY26 Stage Only - Two Stage Sensor	STGCONT	1.00	1.00	$2,000	$9,100	$11,100
FY27 Stage Only - Two Stage Sensor	STGCONT	1.00	1.00	$2,000	$9,100	$11,100
			Site Totals:	**$4,000**	**$18,200**	**$22,200**
Site: 08104866 S Fk San Gabriel Rv at SH 1869 nr Liberty Hill, TX						
FY26 Stage Only - Two Stage Sensor	STGCONT	1.00	1.00	$2,000	$9,100	$11,100
FY27 Stage Only - Two Stage Sensor	STGCONT	1.00	1.00	$2,000	$9,100	$11,100
			Site Totals:	**$4,000**	**$18,200**	**$22,200**
Site: 08105300 San Gabriel Rv nr Weir, TX						
FY26 Stage Only - One Stage Sensor	STGCONT	1.00	1.00	$2,000	$6,000	$8,000
FY27 Stage Only - One Stage Sensor	STGCONT	1.00	1.00	$2,000	$6,000	$8,000
			Site Totals:	**$4,000**	**$12,000**	**$16,000**
Site: 08105892 Brushy Ck at FM 685 nr Hutto, TX						
FY26 Stage Only - One Stage Sensor	STGCONT	1.00	1.00	$2,000	$6,000	$8,000
FY27 Stage Only - One Stage Sensor	STGCONT	1.00	1.00	$2,000	$6,000	$8,000
			Site Totals:	**$4,000**	**$12,000**	**$16,000**
Site: 08105046 Berry Ck at FM 970 nr Florence, TX						
FY26 Stage Only - One Stage Sensor	STGCONT	1.00	1.00	$2,000	$6,000	$8,000
FY27 Stage Only - One Stage Sensor	STGCONT	1.00	1.00	$2,000	$6,000	$8,000
			Site Totals:	**$4,000**	**$12,000**	**$16,000**
			5 total site(s) under the Task Totaling:	**$20,000**	**$72,400**	**$92,400**
			Agreement Total:	**$20,000**	**$72,400**	**$92,400**

PROJECT	USGS FUNDS	CUSTOMER FUNDS	TOTAL COST
FY26 Surface Water Data Collection: 00120	$10,000	$36,200	$46,200
FY27 Surface Water Data Collection: 00120	$10,000	$36,200	$46,200
AGREEMENT TOTAL:	$20,000	$72,400	$92,400

Commissioners Court - Regular Session **17.**

Meeting Date: 12/09/2025

Williamson County Livestock Association agreement renewal

Submitted For: TW Dieckmann **Submitted By:** TW Dieckmann, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on that certain Williamson County Exposition Center License Agreement between Williamson County, Texas and the Williamson County Livestock Association, Inc. (WCLA), granting permission to the WCLA to use areas of the Williamson County Exposition Center for the purpose of holding a youth livestock show.

Background

In consideration of furthering the public purpose associated with a youth livestock show that benefits Williamson County, Texas and its residents, this agreement will provide the WCLA with use of areas of the Williamson County Exposition Center for purposes of conducting its youth livestock show in December during the years of 2026 to 2029.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCLA agreement renewal Expo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/25/2025 02:51 PM
Form Started By: TW Dieckmann		Started On: 11/25/2025 02:25 PM
Final Approval Date: 11/25/2025		

WILLIAMSON COUNTY EXPOSITION CENTER

LICENSE AGREEMENT

THIS WILLIAMSON COUNTY EXPOSITION CENTER LICENSE AGREEMENT ("Agreement") is made and entered into, effective as the date of the last party's execution herein-below, by and between Williamson County, Texas, a political subdivision of this state of Texas (hereinafter sometimes referred to as "Licensor", "Williamson County" or "County") and the Williamson County Livestock Association, Inc., a Texas non-profit corporation (hereinafter referred to as "Licensee") for the purposes set out herein.

1. Pursuant to *Tex. Local Gov't Code § 319.004* and in consideration of furthering the public purpose associated with a youth livestock show that benefits Williamson County, Texas and its residents, Williamson County does hereby grant, subject to the terms and provisions hereof and of the Williamson County Exposition Center Facilities Management Policies and Procedures (as amended), to Licensee permission to use the area or real property specified in Exhibit "A" for the purpose of holding a youth livestock show. Exhibit "A" is incorporated herein as if copied in full. Licensee's use is restricted to the below named areas including the use of the parking area adjacent to the reserved premises, and any avenues of ingress and egress to the premises and such parking areas.

2. The term of occupancy granted to Licensee for each of its events by this Agreement shall be on the dates and times indicated below:

	Event Dates	**Move-In Day and Time**	**Move-Out Day and Time**
a.	December 6-12, 2026	December 6 @ 6:00 am	December 12 @ 8:00 pm;
b.	December 5-11, 2027	December 5 @ 6:00 am	December 11 @ 8:00 pm;
c.	December 3-9, 2028	December 3 @ 6:00 am	December 9 @ 8:00 pm; and
d.	December 2-8, 2029	December 2 @ 6:00 am	December 8 @ 8:00 pm.

3. FACILITY: Williamson County retains control and management of the Williamson County Exposition Center at all times and shall have the right at all times to enforce all rules and regulations described herein and shall have the right to eject any or all persons who fail or refuse to comply with the rules and regulations. Williamson County Exposition Center Management employees are responsible for management and maintenance of the facilities and shall have the right to access the facilities at any time during any event. Licensee shall treat the Williamson County Exposition Center and its staff with respect and take all steps necessary to maintain the facility in the same condition that it was in prior to Licensee's use.

4. LIVESTOCK SHOW SALE: The Licensee may also conduct an auction in conjunction with the livestock show conducted by Licensee during the prior week's event and may award cash and prizes to the stock show participants.

5. LIVESTOCK SHOW PARTICIPANTS: For each event held by Licensee, the Licensee may only allow participants of the livestock show to be bona fide members of a 4-H Club or FFA Chapter in Williamson County. Such participants must be enrolled in, and attending, public or private and/or home school elementary or secondary school and must either reside in and/or be enrolled in, and attending, public or private and/or home school elementary or secondary schools in Williamson County. In determining eligibility by school enrollment, a private or charter school must be physically located in Williamson County and a public school district must have its district office located in Williamson County.

6. WILLIAMSON COUNTY AGRILIFE EXTENSION SEMINAR: Williamson County hereby agrees that Licensee may allow the Williamson County AgriLife Extension (Agrilife) to conduct a continuing education seminar in the Expo Halls of the Williamson County Exposition Center in conjunction with Licensee's livestock show on Thursday of each stock show event week. The Parties agree that AgriLife shall comply with the Insurance Requirements set forth hereinbelow in the same manner as Licensee.

7. ADVERTISING, EVENT MARKETING AND SPONSORSHIPS: Licensee shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of Williamson County Exposition Center Management. Williamson County Exposition employees shall not be responsible for event promotion. The Williamson County logo may not be used on any promotional material without the express written consent of Williamson County Exposition Center.

   In the event Licensee obtains sponsorships and publishes, advertises or places the names of sponsors on signage, Licensee shall list the "Williamson County Exposition Center" among the top tier level sponsors listed in all such publications, advertisements and signage.

8. EVENT STAFFING: Licensee shall provide all ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the License & Use Agreement. A Williamson County Exposition Center employee may be on site or on call while facilities are occupied. Staff presence will be determined on an event by event basis and finalized during planning meetings.

9. FACILITY ALTERATIONS: Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any the facilities without prior written authorization of Williamson County Exposition Center Management. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.

10. FLOOR/AREA PLANS: Licensee shall submit floor / area plans to Williamson County Exposition Center Management at least 30 days in advance of event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, etc. Management will work with each Licensee on parking spaces, loading and unloading

spaces, specific needs, requirements to ensure compliance with fire safety standards and facility requirements.

11. MOVE-IN/MOVE-OUT: Licensee's events must begin and end in accordance with the contracted times and dates set out herein. Move-in/Move-out days shall occur on the days and times as set out herein. Licensee may submit requests, in advance, for additional days or hours outside of the stated Move-in/Move-out days and times and the Williamson County Exposition Center's Manager will either deny or accept such requests, at his or her sole discretion.

12. CANCELATIONS BY LICENSEE: Williamson County Exposition Center reserves the right to cancel any event that has not met all criteria outlined in Williamson County Exposition Center Policies.

13. CANCELLATION BY WILLIAMSON COUNTY: This Agreement may be canceled without liability to Williamson County at any time, under any of the following conditions: (a) if the Licensee is found to have provided false or misleading information, (b) if Williamson County finds that the use or proposed use will be detrimental to the health, safety or morals of Williamson County or to the efficient operation of the Property, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case the Property or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including labor disputes, wars or acts of military authorities, shall render the fulfillment of the agreement difficult or impossible to perform and/or (f) if the Property is needed for public necessity or emergency use as determined by Williamson County.

14. INSURANCE REQUIREMENTS: Upon Licensee's execution of this Agreement, Licensee shall provide the Williamson County Exposition Center Manager with a Certificate of Insurance ensuring compliance with the insurance requirements set out herein. Licensee shall carry Commercial General Liability Insurance for all events at the Williamson County Exposition Center in accordance with the following coverage requirements:

    a. One million dollar ($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.
    b. Damages to Rented Premises coverage in the minimum amount of $100,000;
    c. Medical Expenses coverage in the minimum amount of $10,000;
    d. The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;
    e. The policy must list the dates of use (including move-in/move-out);
    f. The policy must name of the event under description of operations; and
    g. **The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**

15. SETUP AND TEAR DOWN: Williamson County will perform pre-event deconstruction and post-event construction of horse stalls required to produce the barn area for small animal pens and show ring(s). Williamson County will provide and position an announcer stand and temporary bleachers for seating. Williamson County will be responsible for erecting the expo hall stage. Licensee shall be responsible for setting up and tearing down all livestock panels for the beef area, small animal pens, expo hall tables, chairs, personal property and any other Williamson County Exposition Center's equipment used for Licensee's event. All items shall remain in the condition they were in prior to the event, reasonable wear and tear excepted. Licensee shall be responsible for any damages beyond reasonable wear and tear, as determined by Williamson County, and shall pay Williamson County for any such damages immediately upon demand and presentment of an invoice. Upon completion of Licensee's event and prior to the contracted move-out time, all livestock panels, tables, chairs, personal property and any other Williamson County Exposition Center's equipment used by Licensee must be placed back in the storage area in which they were originally located prior to the event.

16. LIVESTOCK PANELS: If the Williamson County Exposition Center has access to or possession of any livestock panels for use, then the panels will be provided to the Licensee at no cost. Otherwise, the Licensee is responsible for obtaining all panels for the event.

17. ONSITE STORAGE OF LICENSEE'S SMALL ANIMAL PANELS AND PENS: In addition to Williamson County's permission to use the area or real property specified in Exhibit "A" for the purpose of holding a youth livestock show, Williamson County grants, subject to the terms and provisions hereof and of the Williamson County Exposition Center Facilities Management Policies and Procedures (as amended), to Licensee permission to use the 70'x70' area of real property specified and depicted in Exhibit "B" for the purpose of situating four (4), forty (40) foot long sea container boxes for storing Licensee's small animal panels and pens. Licensee's use for such storage is restricted to the area identified in Exhibit "B." Licensee hereby acknowledges and agrees to the following additional terms and conditions for such storage:

    a. Williamson County may, in the future, deem a different location at the Williamson County Exposition Center that needs to be used as the location for such storage, and, in such case, Licensee agrees to move its sea container boxes and panels to the new location at Licensee's sole cost and within fourteen (14) calendar days from Wiliamson County's notice to move such items to the new location. Licensee shall also be obligated to provide any construction necessary for the new pad site location;
    b. Williamson County may, in the future, deem that it can no longer allow for such storage, and, in such case, Licensee agrees to remove its sea container boxes and panels from the Williamson County Exposition Center's grounds at Licensee's sole cost and within fourteen (14) calendar days from Wiliamson County's notice to remove such items;
    c. Williamson County will not be obligated to move, return or set up any of Licensee's small animal panels and pens;

d. Licensee shall be solely responsible for the risk of loss of its sea container boxes and its small animal panels and pens stored at the Williamson County Exposition Center and that Williamson County will not be obligated or provide any security, safekeeping, or theft prevention efforts relating to such items; and
e. Licensee shall provide any necessary construction work for the pad site that its sea container boxes will be situated upon.

18. CLEANING: Williamson County will schedule a third-party janitorial company to maintain the restrooms and indoor facilities during the high occupancy times of Licensee's event and all costs associated with such maintenance and janitorial services shall be billed to and paid by Licensee. Licensee will be provided with a copy of the invoice from the County's janitorial service company that sets forth exact number of hours billed for Licensee's event including a final restroom janitorial cleaning after the event and the existing contract rate, without markup, charged for such services.

    Williamson County Exposition Staff will be responsible for all paper and plastic trash pickup, disposal and haul-off.

    Licensee shall pay Williamson County for fur trap drain cleaning following each event. Williamson County will ensure that the fur trap drain is operating properly and contains sufficient capacity prior to each of Licensee's events. As of the Effective Date of this Agreement, fur trap drain cleaning cost is approximately $475.00. Williamson County will charge License for such cleaning at cost without markup to Licensee.

    General cleaning is the responsibility of the Licensee in all licensed areas after an event. Areas contracted for use by Licensee hereunder should be left in the state that they were found prior to the Licensee's event. If the Licensee fails to complete clean-up after an event, the Licensee shall pay, immediately upon demand and presentment of an invoice, for all cleaning expenses incurred by Williamson County. The Williamson County Exposition Center is not responsible for any items left in the building after an event.

19. FREIGHT: Any freight delivered before an event must have permission from the Williamson County Exposition Center Management. Any freight left after an event move-out date or time will be charged a fee of $100 per day. Deliveries for Event Coordinators may be accepted by Williamson County employees with prior approval by Facilities Management.

20. FIRST AID: Licensee may be required to provide, at Williamson County Exposition Center Management's discretion, certified first aid personnel during the Agreement term. Licensee assumes total responsibility for the qualifications and actions of these first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with Williamson County Exposition Center management office by the close of the event each day.

21. SECURITY: Uniformed peace officers are required at all events having alcohol, any event having over 500 guests and/or at the discretion of the Williamson County Exposition

Management. Officers must be scheduled by Licensee and must be paid individually by Licensee at the commencement of the event. Alcohol may not be served until officers have arrived and are in place. The uniformed officer(s) is not a guest of the event or Licensee. The uniformed officer(s) purpose of being present at the event is to provide security for the event.

22. PHOTOS: Williamson County Exposition Center Management may take photos of public events held at Williamson County Exposition Center. These photos shall be the property of Williamson County and may be used by Williamson County Exposition Center Management for educational or promotional materials. Williamson County may not sell any photos taken during Licensee's event. Williamson County agrees that it shall not take or use photos of the Licensee's livestock show backdrop or taken from inside the show arena unless agreed to, in advance, by Licensee. Licensee hereby acknowledges the need to market and advertise Williamson County Exposition Center's events in order to promote the Williamson County Exposition Center and obtain other events and, with such need in mind, Licensee hereby agrees to cooperate with Williamson County and provide photos or other materials to Williamson County, without fee, for such purposes if Williamson County is not allowed to take photos inside the show arena during Licensee's events.

23. ALCOHOL POLICY: Alcohol must be provided by an Approved Alcohol Vendor/ Concessionaire with adequate liquor liability insurance coverage confirmed and submitted as required by Williamson County. The Licensee must provide security for any events serving or selling alcohol. Guests attending events are never allowed to bring alcohol into the event. "Bring your own bottle" is prohibited in all facilities for any event. The Approved Alcohol Vendor/ Concessionaire may be charged a percentage of the gross sales. All alcohol sales shall be stopped at a minimum of 30 minutes prior to the scheduled end of your event; provided, however, all alcohol sales may be stopped sooner if deemed necessary by Williamson County.

24. CONCESSIONS AND CATERING:

    A. Concessions: Concessions must be provided exclusively by Williamson County's concessionaire for the Williamson County Exposition Center if the Williamson County Exposition Center is under an exclusive concessionaire agreement at the time of the Licensee's event. However, if Williamson County does not have an exclusive concessionaire agreement for the Williamson County Exposition Center at the time of Licensee's event, Licensee may contract separately with a concessionaire provided that such concessionaire is approved by Williamson County.

    B. Catering: Licensee must follow the catering permit process with the Williamson County Exposition Center. Due to Licensee's event being for a public purpose and being authorized pursuant to *Tex. Local Gov't Code § 319.004*, Williamson County waives its standard surcharge relating to catering. However, all other catering regulations relating to a catering permit will apply. Cooking on the premises is allowed only by approval of the Williamson County Exposition Center Manager.

25. FEE EVENTS: If, during a contracted event period, Licensee would like to conduct a concert, dance or other event that members of the general public can attend upon purchase of a ticket, Licensee must request the consent of Williamson County. If Williamson County agrees to allow such concert, dance or other event, the terms and conditions for any such concert, dance or other event shall be set out in a written supplemental agreement to this Agreement and be executed, in advance, by both parties.

26. DECORATIONS: The Licensee is responsible for their own safety and the safety of those associated with their event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted. This includes the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or balloons are not allowed on the grounds or in our facilities. All decorations hung from ceilings or that require the use of equipment must be done by Expo Staff and be delivered no less than 72 hours prior to the event with instruction on where to place. Decorations hung by staff are subject to a decoration fee.

27. CANDLES AND OPEN FLAMES: Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and enclosed tea light candles on tabletops. Any other open flame will be allowed at the discretion of the Williamson County Exposition Center Manager and must comply with Section 308.3. No pyrotechnics inside.

28. FOG AND SMOKE MACHINES: Use of fog or smoke machines is restricted to outside only. Inside use is prohibited

29. AUTOMOBILES: Automobiles will not be allowed in the Williamson County Exposition Center Exposition Hall without written authorization at least two weeks prior to your event. All Williamson County and state fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.

30. EXIT DOORS AND FIRE CODE: A 10' clearance on both sides of the exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies arising out of Fire Code issues will be decided upon by the Williamson County Exposition Center Management.

31. ELECTRICAL: Due to Licensee's event being for a public purpose and being authorized pursuant to *Tex. Local Gov't Code § 319.004*, Williamson County shall provide electricity for Licensee's event at no cost to Licensee. If special arrangements are necessary for Licensee's event, Licensee must provide a detailed layout of the electrical needs to the Williamson County Exposition Center office 30 days prior to the event.

32. ANIMALS: Licensee utilizing a Williamson County Facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency

statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Licensee's care and control. All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called. Animals and pets are not permitted in several Williamson County Facilities, refer to specific facility information; service dogs are the exception. As required by Texas Animal Health Commission, negative Coggins Test Certificate must be required for all equines brought into the facility. All other animals must comply with state mandated regulations from the Texas Animal Health Commission.

33. ANIMAL BEDDING: Licensee may either allow participants to bring in their own bedding (limited to flaked and pelleted shavings) or Licensee may choose to be the sole provider or provide a vendor for flaked and pelleted bedding and, in such case, all participants in Licensee's event shall purchase animal bedding solely from Licensee or Licensee's vendor. If Licensee chooses to be the sole provider of bedding, Licensee shall be responsible for the purchase and delivery of all bedding from a third-party vendor for its resale to participants.

    Licensee agrees to pay Williamson County a flat fee of $3,250.00 to pay for the costs associated with the clean-up, removal and haul-off of all shavings and the pre-event de-construction and post event construction of horse stalls required to produce the barn area for small animal pens and show ring(s).

    Licensee shall be obligated and responsible for ensuring that only flaked and pelleted shavings are used at the Williamson County Exposition Center Facility. Licensee hereby agrees to pay Williamson County any additional clean-up and removal costs incurred by Williamson County for any use of animal bedding that is not flaked and pelleted shavings.

34. NIGHT WATCHMAN: Licensee shall provide, at Licensee's expense, a night watchman from 10:00 p.m. to 6:00 a.m. each night during which animals are on the premises.

35. GENERAL COMPLIANCE: Licensee agrees to comply with all applicable city, state, and federal governmental agencies, laws, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with Williamson County and the State of Texas.

    Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensees shall comply with all posted rules within the Expo Facility and must act in good faith and cooperate with Williamson County.

36. GLASS CONTAINERS: Glass drinking containers are not permitted in any Williamson County Exposition Center Facility or parking lots, with the exception of individual beverage glasses confined to the Expo Hall rooms only. No glassware of any kind is allowed in the Arena, Barns, or Parking Lot.

37. FLAMMABLE AND HAZARDOUS MATERIALS: Flammable liquids or materials under high pressure are prohibited in the Williamson County Exposition Center's Indoor Expo Hall, Show Office/ Event Office, Ron Morrison Meeting Room and Catering Kitchen. This includes; but is not limited to gasoline, kerosene and propane.

38. OPEN CARRYING OF FIREARMS: The carrying of firearms shall be pursuant to and in compliance with current Texas law.

39. HAZARDOUS WASTE: The Licensee agrees, at all material times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify Facilities Management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by Facilities Management, or shall otherwise violate the provisions of this paragraph, Williamson County Exposition Center Management will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by County. Such fine or penalties shall be imposed by Facilities Management for each infraction and Licensee shall be deemed in material breach of the License & Use License & Use Agreement and subject to immediate termination of the License & Use License & Use Agreement and removal from the property.

40. INDEMNIFICATION : TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES AND INSURERS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND DEMANDS, INCLUDING COURT COSTS, ATTORNEY'S FEES AND EXPENSES, DUE TO INJURIES, LOSSES OR DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH THE LICENSEE'S EVENT, PURSUANT TO THE LICENSE & USE LICENSE & USE AGREEMENT, IF ANY SUCH INJURY, LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY, OR IS CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY, THE ACT, OMISSION, ERROR, MISTAKE NEGLIGENCE, OTHER FAULT OF LICENSEE, ANY OFFICER, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE LICENSEE, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE LICENSEE, OR ANYONE FOR WHOSE ACTS THE LICENSEE MAY BE LIABLE; PROVIDED, HOWEVER, THAT EXCEPT FOR WORKER'S OR WORKMEN'S COMPENSATION, DISABILITY BENEFITS OR OTHER SIMILAR EMPLOYEE BENEFIT CLAIMS, LICENSEE IS NOT OBLIGATED TO INDEMNIFY THE COUNTY HEREUNDER FOR THAT PORTION OF ANY CLAIMS, DAMAGES, LOSSES, DEMANDS AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY GROSSLY NEGLIGENT ACT OR OMISSION

OF THE COUNTY, OR ITS OFFICERS, AGENTS OR EMPLOYEES. LICENSEE'S INDEMNIFICATION OBLIGATION HEREUNDER SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON DESCRIBED IN THIS SECTION. WITH RESPECT TO ANY AND ALL CLAIMS AGAINST THE COUNTY OR ANY OF THEIR OFFICERS, EMPLOYEES OR AGENTS BY ANY EMPLOYEE OF LICENSEE OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY LICENSEE, OR ANYONE FOR WHOSE ACTS LICENSEE MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION DESCRIBED ABOVE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE LICENSEE, UNDER WORKER'S OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) A "PERSON, INCLUDING A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, LIVESTOCK PRODUCER, LIVESTOCK SHOW PARTICIPANT, OR LIVESTOCK SHOW SPONSOR, IS NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM PERSONAL INJURY OR DEATH OF A PARTICIPANT IN A FARM ANIMALS ACTIVITY OR LIVESTOCK SHOW. IF THE PROPERTY DAMAGE, INJURY OR DEATH RESULTS FROM THE DANGER OR CONDITIONS THAT ARE AN INHERIT RISK OF A FARM ANIMAL ACTIVITY OR THE SHOWING OF AN ANIMAL ON A COMPARATIVE BASIS IN A LIVESTOCK SHOW".

41. USE OF COUNTY EQUIPMENT: Without prior coordination and agreement of the Williamson County Exposition Center Manager, Licensees shall not operate motorized County-owned equipment. Additionally, Licensee shall not dispose of in any manner equipment or materials owned by Williamson County Government.

42. INTELLECTUAL PROPERTY: Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event. LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD WILLIAMSON COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY CLAIMS OR COSTS, INCLUDING LEGAL FEES, WHICH MIGHT ARISE FROM USE OF ANY SUCH MATERIAL. THE WILLIAMSON COUNTY GOVERNMENT LOGO MAY NOT BE USED ON ANY PROMOTIONAL MATERIAL WITHOUT THE EXPRESS WRITTEN CONSENT OF WILLIAMSON COUNTY COMMISSIONERS COURT.

43. LIABILITY AND LIMITATIONS OF PARKING: Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Licensees are responsible for requesting designated parking. Guests of the Williamson County Exposition Center who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

44. LIMITATIONS OF LIABILITIES: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WILLIAMSON COUNTY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM THE USE OF THE

WILLIAMSON COUNTY EXPOSITION CENTER, HOWEVER ARISING, INCLUDING FAILURE OF VOICE OR DATA LINES, EVEN IF WILLIAMSON COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WILLIAMSON COUNTY LIABILITY WILL IN NO EVENT EXCEED THE AMOUNT RECEIVED UNDER THIS AGREEMENT FOR DAMAGES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE LICENSE & USE AGREEMENT. USERS OF WILLIAMSON COUNTY EXPOSITION CENTER ARE ADVISED TO PROCURE EVENT CANCELLATION INSURANCE. WILLIAMSON COUNTY WILL NOT ASSUME LIABILITY FOR CANCELLATION DUE TO EMERGENCIES OR UNFORESEEN CIRCUMSTANCES. RECOVERY UNDER SUCH CIRCUMSTANCES SHALL BE LIMITED TO THE AMOUNT OF LICENSE & USE FEES PAID UNDER THE LICENSE & USE AGREEMENT. WILLIAMSON COUNTY EXPOSITION CENTER SHALL NOT BE RESPONSIBLE FOR ANY LOSS RESULTING FROM ANY LACK OF HEAT, WATER OR LIGHTS DUE TO AN ACT OF GOD OR FAILURE OF EQUIPMENT TO OPERATE PROPERLY THROUGH NO FAULT OF THE WILLIAMSON COUNTY EXPOSITION CENTER.

45. LOST OR STOLEN ITEMS: Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the Williamson County Exposition Center premises. Williamson County Exposition Center Management will accept lost and found articles for distribution during normal business hours. In addition, Williamson County Exposition Center Management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County Facility shall be the responsibility of the Licensee. All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated by the License & Use Agreement. Licensee assumes all responsibility for any goods or material, which may be placed in County's storage before, during, or after an Event.

46. PARKING LOTS AND ROADWAYS: It is the Licensee's responsibility to coordinate with Facilities Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Parking lots are subject to availability.

47. HELIUM BALLOONS: Helium balloons may not be distributed or sold inside the facility. With prior approval of the Facility Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in the facility, a charge for the removal of the balloons will be assessed to the Licensee.

48. RV PARK AND RV PARKING: Event camping or use of RVs at a Williamson County Exposition Center shall only be allowed in designated areas for camping and parking of RV's. Williamson County hereby agrees to provide Licensee with 3 RV sites to be used during each of Licensee's events. Williamson County Exposition Center Management will work with Licensee to determine location, additional fees and number of spaces for any additional RV sites to be allocated. All revenue generated from the Williamson County Exposition Center RV Park will be collected and retained by Williamson County.

49. RESPONSIBILITY: Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the event.

50. CAPACITY: Licensee shall not admit to the Premises a larger number of persons than the seating capacity thereof. The ruling of the Williamson County Exposition Center Manager on this question shall be final.

51. SMOKING: No smoking is allowed inside the Williamson County Exposition Center buildings.

52. COUNTY PROPERTY: Licensee assumes responsibility for any items borrowed from the Williamson County Exposition Center. This includes public address system equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be charged to Licensee and immediately paid upon demand.

53. MEDIA RIGHTS: Williamson County Exposition Center reserves the rights and privileges for outgoing television and radio broadcast originating from the Williamson County Exposition Center during the term of this agreement. Should the Williamson County Exposition Center grant Licensee such privilege, Williamson County Exposition Center has the right to require advance payment of any estimated related cost to Williamson County Exposition Center and may also require payment for said privilege in addition to License & Use fee. The grant of such privilege must be in writing and obtained from the Williamson County Exposition Center Manager in advance of the broadcast date.

54. NO SUBLETTING AND ASSIGNMENT: Licensee shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of Williamson County. This provision does not apply to the Williamson County Youth Fair. Licensee may allow the Williamson County Youth Fair to conduct its program at the Williamson County Exposition Center concurrently with Licensee's events.

55. GOVERNING LAW & VENUE: Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, 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.

56. FORCE MAJEURE: In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then the respective party shall not be liable to perform.

57. 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.

IN WITNESS WHEREOF, Williamson County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has Licensee, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

LICENSOR

WILLIAMSON COUNTY, TEXAS

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

Date:_____ ____, 20____

LICENSEE

WILLIAMSON COUNTY
LIVESTOCK ASSOCIATION, INC.

By:_____

Printed Name: Brad Noack

Title: President

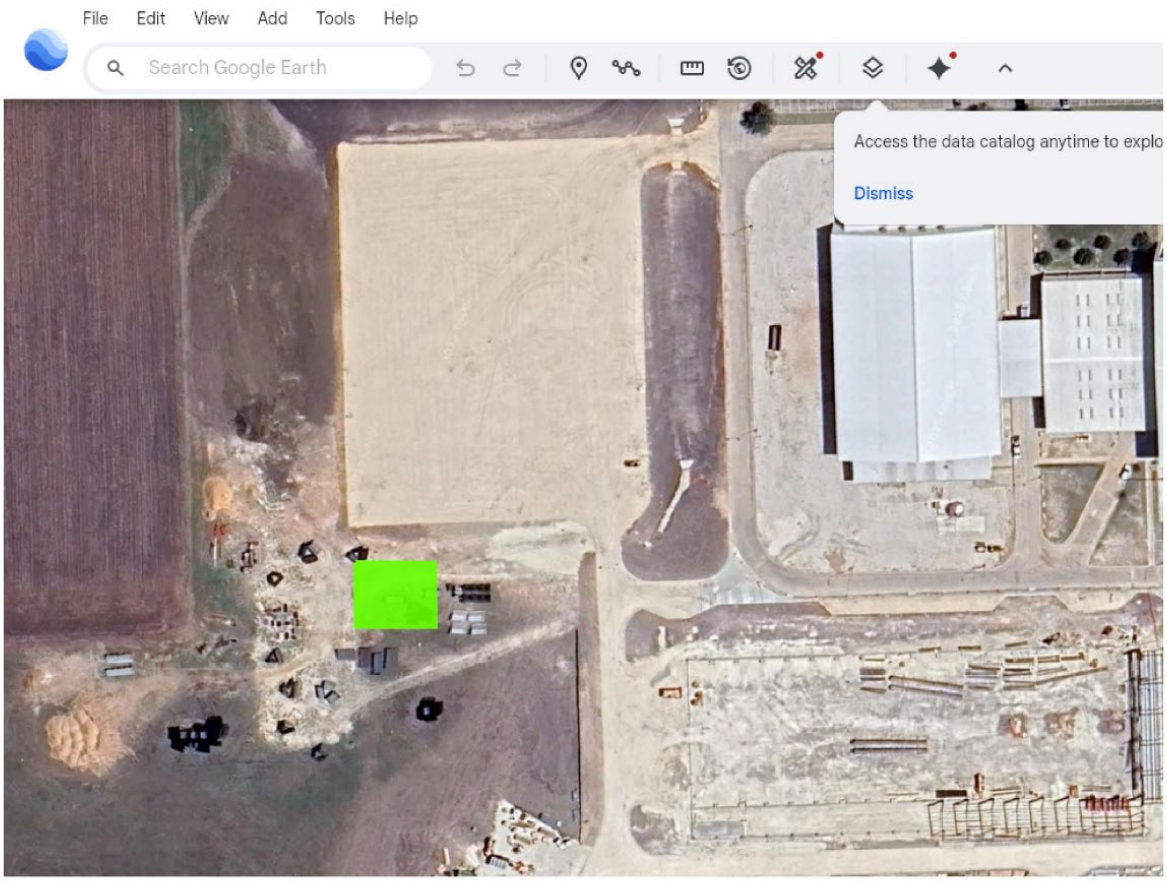
Date: November 24, 2025

Exhibit “A”

- Indoor Expo Hall
- Outdoor Covered Expo
- Main Covered Arena
- Covered Warm-up Arena
- Show Office/ Event Office
- Ron Morrison Meeting Room
- Catering Kitchen
- Pavilion

Exhibit “B”

The area depicted by the green box in the aerial photograph below shall be the location of the 70’ x 70’ area of real property to be used for the purpose of situating four (4), forty (40) foot long sea container boxes for storing Licensee’s small animal panels and pens.



Commissioners Court - Regular Session **18.**

Meeting Date: 12/09/2025

Taylor Rodeo Association operation & use agreement amendment Expo

Submitted For: TW Dieckmann **Submitted By:** TW Dieckmann, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the First Amendment to that certain Amended and Restated Williamson County Exposition Center Operation and Use Agreement between Williamson County, Texas and the Taylor Rodeo Association to amend the Taylor Rodeo Association's Booked Event #2 Dates.

Background

Dates for the Taylor Rodeo Association's three annual events at the Williamson County Exposition Center are set out in the parties' Amended and Restated Williamson County Exposition Center Operation and Use Agreement. The Taylor Rodeo Association requested to move its Event #2 to a new date to accommodate its scheduling needs and to do so, this amendment is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TRA agreement amendment Expo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/25/2025 04:20 PM
Form Started By: TW Dieckmann		Started On: 11/25/2025 02:43 PM
Final Approval Date: 11/25/2025		

FIRST AMENDMENT TO
AMENDED AND RESTATED
WILLIAMSON COUNTY EXPOSITION CENTER
OPERATION AND USE AGREEMENT

THIS FRIST AMENDMENT TO THAT CERTAIN AMENDED AND RESTATED WILLIAMSON COUNTY EXPOSITION CENTER OPERATION AND USE AGREEMENT ("First Amendment") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("Owner") and TAYLOR RODEO ASSOCIATION, INC., a not-for-profit Texas corporation ("TRA"). Owner and TRA may be collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Owner and TRA executed that certain agreement entitled Amended And Restated Williamson County Exposition Center Operation and Use Agreement (the "Agreement"), which became effective as of February 25, 2025, for the operation and use of designated areas of the Williamson County Expo Center for specific events held by TRA;

WHEREAS, Owner and TRA wish to amend the Booked Event #2 Dates of the Agreement;

NOW, THEREFORE, premises considered, Owner and TRA agree that the Agreement is amended as follows:

AGREEMENTS

1. **2.3.1 Booked TRA Events.** The Parties agree to amend the Booked Event #2 Dates under Subsection 2.3.1(b) as follows:

Year of 2025:	June 11, 2025 to June 14, 2025
Year of 2026:	June 25, 2026 to June 27, 2026
Year of 2027:	June 24, 2027 to June 26, 2027
Year of 2028:	June 22, 2028 to June 24, 2028
Year of 2029:	June 21, 2029 to June 23, 2029

2. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this First Amendment are the valid, binding and enforceable obligations of such party.

3. **Extent of Amendment.** All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS (Owner)

By: _____

Name: _____

Title: As Presiding Office of Williamson County Commissioners Court

Date: _____ ___, 20____

TAYLOR RODEO ASSOCIATION, INC. (TRA):

By: Tim Sims

Name: Tim Sims

Title: President

Date: 11-19 ____, 2025

Commissioners Court - Regular Session **19.**

Meeting Date: 12/09/2025

Approval of Agreement for Services and Purchase Contract #2026-101 for Intelligent Markings USA dba Turf Tank for Annual Customer Care Plan for Parks Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement for Services and Purchase Contract #2026-101 with Intelligent Markings USA dba Turf Tank for Annual Customer Care Plan, pursuant to BuyBoard Contract # 706-23 for Parks, in the amount of $4,999.00 per year for four years and authorize execution of this agreement.

Background

This Agreement for Services and Purchase Contract #2026-101, attached, is between Williamson County and Intelligent Markings USA dba Turf Tank for Annual Customer Care Plan through BuyBoard Contract 706-23, for the field marking device used at multiple park locations. The funding Source is 01.0100.3103.004543. The Origination ID #4191 and the Point of Contact Katie Mikulak

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Turf Tank Contract #2026-101 REDACTED

1295 Form Turf Tank REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:24 PM
Form Started By: Vickie Johnson		Started On: 11/24/2025 10:02 AM
Final Approval Date: 12/02/2025		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
Intelligent Markings USA Inc d/b/a Turf Tank
(Quote Reference: [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 PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Intelligent Markings USA Inc d/b/a Turf Tank** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

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

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

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

Document Ref: MIB7K-XCP3G-CGQUU-ZJHFX

II.

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

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

III.

Effective Date and Term: This Contract shall be in full force and effect beginning January 15, 2026 and shall continue through January 15, 2030, unless terminated sooner pursuant to the terms of this contract.

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 BuyBoard 706-23. The not-to-exceed amount for this contract shall be Four Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Nine Cents ($4,999.99) per fiscal year.

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

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

Confidentiality: Vendor 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.

VI.

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.

VII.

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.

VIII.

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.

IX.

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.

X.

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.

XI.

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.

XII.

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.

XIII.

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.

XIV.

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.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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 **Quote Reference:** [redacted] marked **Exhibit "A".**
B. The cooperative purchasing contract BuyBoard 706-23, 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__

SERVICE PROVIDER:

Intelligent Markings USA Inc d/b/a Turf Tank
Name of Service Provider

Alex Dixon
Authorized Signature

Alex Dixon
Printed Name

Date: November 12th, 2025

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Nov 19 2025 **Time:** 4:03 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 19 2025 **Time:** 4:40 pm

Document Ref: MIB7K-XCP3G-CGQUU-ZJHFX

Exhibit “A”
Quote Reference: [redacted]

TURF TANK®

[TX] Williamson County Parks And Recreation - Pro Outright Purchase (copy)

[redacted]
Leander, TX 78626
United States

Reference: [redacted]
Quote created: October 27, 2025
Quote expires: January 21, 2026
Quote created by: Matt Wadleigh

matt.wadleigh@turftank.com

Billing Null

[redacted]

[redacted]

[redacted]

[redacted]

Comments

BuyBoard Reference Number: **No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies**

Tabulation Report for No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies

Document Ref: MIB7K-XCP3G-CGQUU-ZJHFX

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
US - Turf Tank Pro Package - Customer Care Plan Includes: - Customer Support: 24/7 Monday-Sunday - Hardware Warranty: Full (Includes Consumables) - Continuous Software Improvements - $3,000 Allotment of Paint (White)		1	$4,999.00 / year	$4,999.00 / year for 4 years

Annual subtotal	$4,999.00
Total	**$4,999.00**

Purchase terms & Comments

Invoice	Invoice Details
Implementation Fee Invoice & First Invoice	**Implementation Fee & Subscription or Purchase Invoice** will be issued at date of shipment with net 18 payment terms. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com.
Renewal Invoices	**Subscription Renewal Invoices** will be emailed to the billing contact on file 30-days prior to the subscription date with net 30 payment terms.

***Sales Tax** is not included in the above quote. If you are not tax-exempt you will be subject to sales tax on your invoices. If you are tax-exempt, we will need to collect and validate your tax-exempt certificate.

SUBSCRIPTION WARRANTY

TURF TANK®

Subscription Type	Basic	The Gridiron	Plus	Pro
		Major Components		
Rover	✓	✓	✓	✓
Base Station	✓	✓	✓	✓
Control Unit	✓	✓	✓	✓
Harness	✓	✓	✓	✓
Robot Chassis	✓	✓	✓	✓
Complete Rear Wheel Mount	✓	✓	✓	✓
Battery Holder	✓	✓	✓	✓
GNSS Antenna	✓	✓	✓	✓
Actuator	✓	✓	✓	✓
Wheel Motor Set	✓	✓	✓	✓
Shell	✓	✓	✓	✓
Complete Rack & Pinion Holder	✓	✓	✓	✓
Control Panel	✓	✓	✓	✓
Disc Lift System	✓	✓	✓	✓
Robot Battery Charger	✓	✓	✓	✓
Complete Front Bumper	✓	✓	✓	✓
Complete Rear Bumper	✓	✓	✓	✓
Robot Battery	✓	✓	✓	✓
Tablet	✓	✓	✓	✓
		Warranty Benefits & Coverage		
Annual Site Visits	$750/per visit	$750/per visit	$750/per visit	2x/year
Annual Service Kit	✗	✗	✗	1x/year
Wear & Tear Parts	30 days	60 days	60 days	90 days
Discount on Major Components	✗	✗	20%	40%
Discount on Wear & Tear Parts	✗	✗	20%	40%
Upon Delivery of Robot* (Wear & Tear Components)	✓	✓	✓	✓

All major components of the robot are covered under the standard subscription warranty. You shall promptly notify us of any defect or issue related to the Equipment covered by Warranty and Turf Tank will, at our option, and as our sole and exclusive liability and your sole and exclusive remedy, either repair the defect or issue, or replace the Equipment. **The Warranty does not apply to any Equipment that has been:** (i) subject to (a) abuse, misuse, neglect, accident, (b) improper testing, installation, storage, or handling, (c) abnormal physical stress, environmental conditions or use contrary to any instructions issued by us; (ii) reconstructed, repaired or altered by any party other than Turf Tank; (iii) used with any third-party product(s), hardware or product that has been authorized in writing by Turf Tank; or (iv) damaged or destroyed due to an event beyond your or our reasonable control.

* Upon delivery and training of the robot, each robot regardless of subscription type or robot type will be equipped with a new pump, valves, and tubes.

- **Standard Ground Shipping:** Covered by Turf Tank on warranty parts.
- **Overnight/Express Shipping:** Covered by customers at cost.
- **Service Kit:** Includes 1x Solenoid, 1x Suction Rod Assembly, 1x Tubing Set, 1x Pump.
- Warranty components will be invoiced upon shipment, and then credited or cancelled immediately upon return of the defective component back to Turf Tank.
- Warranty does not cover **labor cost**.
- Use of **non-approved paint** will void warranty on paint system: Pump, Suction Rod assembly, Solenoid, Tubing.
- **Custom Modifications** of Turf Tank robot will void warranty.
- Above Warranty does not cover **breakdowns and general repairs** directly caused by the owner/operator neglect, accidental damage, abuse or misuse, including inadequate cleaning and improper storage.
- All parts not mentioned on the list above is considered **Wear & Tear**.

Questions? Contact me

Matt Wadleigh
matt.wadleigh@turftank.com

Turf Tank
1110 Allgood Industrial Ct
Marietta, GA 30066
United States

CERTIFICATE *of* SIGNATURE

REF. NUMBER
MIB7K-XCP3G-CGQUU-ZJHFX

DOCUMENT COMPLETED BY ALL PARTIES ON
19 NOV 2025 13:52:49
UTC

SIGNER	TIMESTAMP	SIGNATURE
ALEX DIXON EMAIL ALEX.DIXON@TURFTANK.COM	SENT 18 NOV 2025 22:12:57 VIEWED 19 NOV 2025 13:52:11 SIGNED 19 NOV 2025 13:52:49	 IP ADDRESS 174.215.240.66 LOCATION LINCOLN, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
19 NOV 2025 13:52:11

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1391115

Date Filed:
11/19/2025

Date Acknowledged:

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

Intelligent Marking USA Inc. DBA: Turf Tank
Omaha, NE United States

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

Williamson County Parks Department

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

20251027-194218498
Line Marking

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Intelligent Marking USA Inc. DBA: Turf Tank	Omaha, NE United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Sarpy County, State of Nebraska, on the 19th day of November (month), 20 25 (year).

Alex Dixon

Signature of authorized agent of contracting business entity
(Declarant)

Document Ref: BF3S2-DUPMK-TVCBZ-SH4RJ

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:
2025-1391115

Date Filed:
11/19/2025

Date Acknowledged:
11/24/2025

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

Intelligent Marking USA Inc. DBA: Turf Tank
Omaha, NE United States

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

Williamson County Parks Department

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

20251027-194218498
Line Marking

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Intelligent Marking USA Inc. DBA: Turf Tank	Omaha, NE 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 **20.**

Meeting Date: 12/09/2025

Approval of Agreement #2026-117 with GTS Technology Solutions, Inc. for Staff Augmentation for Information Services

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 Agreement #2026-117 with GTS Technology Solutions, Inc. for Staff Augmentation for the Information Services Department, in the not-to-exceed amount of seventy thousand dollars ($70,000.00) with mileage included, in accordance with Information Technology Staff Augmentation Contract (ITSAC) Cooperative Contract #DIR-CPO-5721, and authorize the execution of the agreement.

Background

The Information Services Department has identified a need for continued staff augmentation support to maintain service level, address project workload, and ensure timely completion of departmental initiatives. GTS Technology Solutions, Inc. is a vendor approved under the State of Texas DIR Information Technology Staff Augmentation Contract (ITSAC), Contract DIR-CPO-5721, which allows the County to procure qualified IT personnel at pre-negotiated cooperative contract rates. Agreement #2026-117 establishes a 12-month engagement with GTS Technology Solutions, Inc to provide staff augmentation services across all approved ITSAC job titles and levels as needed by the IT Department. The not-to exceed amount for these services is $70,000. Under this agreement, GTS will be reimbursed for reasonable travel and out-of-pocket expenses incurred in accordance with the terms of the agreement. However, all proposed travel and out-of-pocket expenses must be reviewed and approved by the County prior to being incurred. Approval of this agreement will allow the department to secure specialized technical resources efficiently and ensure continued support for ongoing operations and technology projects. Funding will be through 01.0100.0503.004100 for FY26. Origination #4395. The Department's Point of Contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement and Quote Redacted

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:25 PM
Form Started By: Sandra Malcolm		Started On: 11/25/2025 01:42 PM
Final Approval Date: 12/02/2025		

Docusign Envelope ID: F040DAB3-88D7-4FC6-AC68-B68C8ADD6276

INFORMATION TECHNOLOGY
STAFF AUGMENTATION AGREEMENT

THIS INFORMATION TECHNOLOGY STAFF AUGMENTATION AGREEMENT ("Agreement") between GTS Technology Solutions, Inc., a Domestic For-Profit Corporation organized and existing under the laws of the State of Texas, (hereinafter "GTS"), with its principal place of business at 9211 Waterford Centre Blvd., Suite 275, Austin, Texas, 78758, and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 S. Main Street, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services.

1. Staff Augmentation

1.1 General Requirements: A Staff Augmentation Proposal ("Proposal") is attached hereto, and the terms therein are incorporated in this Agreement. GTS agrees to provide staff augmentation services (hereinafter "GTS Personnel") to perform information technology ("IT") related services on a temporary basis. GTS will provide GTS Personnel with qualifications, certifications, and technical skills that are reasonably necessary to meet the County's requirements.

1.2 Background Checks: GTS shall conduct background checks, employment verification, and any additional screenings required by County or applicable law.

1.3 Employer of Record: GTS is and shall remain the sole employer of GTS Personnel and is responsible for all wages, payroll taxes, benefit administration, and employment-related obligations. GTS retains authority regarding hiring, discipline, reassignment, and termination of GTS Personnel.

1.4 Compliance with Laws: GTS shall comply with all applicable federal and Texas laws, including but not limited to the Texas Labor Code.

1.5 Confidential Information: GTS Personnel may access County's confidential information, including IT systems, data, and security credentials. GTS shall ensure all GTS Personnel sign confidentiality agreements and comply with all County cybersecurity, data privacy, and access policies.

1.6 Replacement: GTS Personnel shall perform their duties professionally and competently. If County becomes dissatisfied with any GTS Personnel, County may request a replacement, and GTS shall promptly replace the GTS Personnel.

2. Term and Termination

2.1 This Agreement shall be in full force and effect when signed by all parties and shall continue for twelve (12) months.

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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 GTS for all work 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, Taxes and Expenses

3.1 Payment. GTS will be compensated based on the hours GTS Personnel worked, in accordance with the Staffing Augmentation Proposal. County shall reimburse GTS for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved by County prior to being incurred.

Unless specified otherwise in the Staff Augmentation Proposal, Consultant will invoice County semi-monthly for Services. County's payment of the services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify GTS of the discrepancy. Following County's notification of any discrepancy as to an invoice, GTS 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.

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3.2 Taxes. County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County shall provide GTS with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

3.3 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 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.

4. Intentionally Omitted

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by GTS to County under this Agreement will remain GTS's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at GTS's request. Except as otherwise required by law, County may not disclose, without GTS'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 GTS, or GTS Personnel, will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. GTS, or GTS Personnel, 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 GTS for the disclosure to the public, or to any person or persons, of any items or information furnished to County by GTS in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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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. Intentionally Omitted

8. Indemnification

GTS 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) ARISING OUT OF OR RELATED TO ANY NEGLIGENT ACT, ERROR, OMISSIONS, OR WILLFUL MISCONDUCT OF THE GTS AND/OR GTS PERSONNEL, OR ITS AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. THIS OBLIGATION IS CONDITIONED UPON THE COUNTY PROVIDING GTS WITH PROMPT WRITTEN NOTICE OF ANY SUCH CLAIM, AND GTS 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.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Intentionally Omitted

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 attorneys 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.

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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

13.1 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.

13.2 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

13.3 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.

13.4 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.

13.5 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.

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

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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.

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

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

13.9 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.

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

13.11 Entire Agreement. This Agreement (including any Proposal 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 GTS has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

GTS TECHNOLOGY SOLUTIONS, INC.

Signed by:

BY: Tamara Chambless

CDF1E3707211414...

NAME: Tamara Chambless

Docusign Envelope ID: F040DAB3-88D7-4FC6-AC68-B68C8ADD6276

TITLE: Recruiting Manager

DATE: 11/24/2025 _____, 20___

WILLIAMSON COUNTY, TEXAS

BY: _____
As Presiding Officer,
Williamson County Commissioners Court

DATE: _____ _____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 25 2025 Time: 9:45 am

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Nov 25 2025 **Time:** 8:58 am

Staff Augmentation Proposal

Date: 11/17/2025

Customer: Williamson County
Contact: [redacted]
Contact Email: [redacted]

DIR Contract#: DIR-CPO-5721

	Staff Augmentation	Bill Rate / Hour	Total
1.	DIR ITSAC	TBD	$60,480.00

Assignment:
GTS will provide staff augmentation services to Williamson County under the DIR ITSAC contract for all approved titles and levels. Resources will be recruited, onboarded, and fully vetted by GTS, while day-to-day management, task assignments, and performance oversight will remain the responsibility of the client.

Time Frame:
FY2026

Williamson County will not pay any additional fees or charges to convert a temporary IT professional to full-time County employment if the worker is hired by the County after 1040 hours of consecutive work.

If Williamson County chooses to convert any contractor to a permanent employee before the 1040 hours they will refer to the conversion table below:

Number of Hours	Conversion fee
1- 520	20%
520-1039	10%
1040	No Conversion Fee

Renewal Option:
Williamson County can renew for additional day(s) under the same pricing. GTS will only bill for services actually performed, where work time is submitted by GTS and approved by Williamson County.

Background Requirements:
All GTS personnel working for Williamson County must be able to pass an extensive background investigation from Criminal Justice Information Systems (CJIS). No felony or Class A misdemeanor convictions. No Class B misdemeanor convictions within the last ten (10) years.

Jenny Kertsos
Account Executive, Staffing

CELL 540.847.2996 **FAX** 512.452.0691
Jenny.Kertsos@gts-ts.com

GTS Technology Solutions
9211 Waterford Centre Blvd, Suite 275
Austin, TX 78758
512-452-0651

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:
2025-1393392

Date Filed:
11/25/2025

Date Acknowledged:
11/25/2025

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

GTS Technology 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.

2026-117
GTS Technology Solutions, Inc. IT Staff Augmentation Agreement

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

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

Docusign Envelope ID: FC330510-FBA7-4153-A1C9-39D0DC1093EE

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:
2025-1393392

Date Filed:
11/25/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GTS Technology 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.
2026-117
GTS Technology Solutions, Inc. IT Staff Augmentation Agreement

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

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

6 UNSWORN DECLARATION

My name is [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 25th day of November (month), 2025 (year).

Signed by:
Tamara Chambless
GDF4E3787214444...

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **21.**

Meeting Date: 12/09/2025

Approval of Services and Goods Agreement #2026-115 with Cook's Direct Inc for the purchase of the Vulcan Cooking Equipment for the Williamson County Jail

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 purchase and installation of a new Vulcan Cooking Equipment with Cook's Direct, Inc. for the Williamson County Jail located at 306 W. 4th Street, Georgetown, Texas 78626, in the total amount of $52,992.34, utilizing Sourcewell Cooperative Contract #063022-COK, and authorize the execution of the agreement.

Background

The Williamson County Jail requires replacement of aging kitchen equipment to ensure reliable, efficient, and compliant food service operations. The purchase of the Vulcan VG-40 Gas Tilting Skillet/Braising Pan from Cook's Direct, Inc. will provide a durable, versatile, and high-capacity cooking solution. This equipment is specifically designed for institutional kitchen environments and will support consistent, safe, and efficient meal production for the inmate population. Approval of this item will ensure the Jail's kitchen remains fully operational, compliant with food safety standards, and capable of meeting the daily meal service requirements of the facility. Funding for this purchase is 01.0100.0570.005003 for FY26. Origination #4189. Department's Point of Contact is Jeff Pearson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services and Goods Agreement with Quote Redacted

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:23 PM
Form Started By: Sandra Malcolm		Started On: 11/24/2025 09:51 AM
Final Approval Date: 12/02/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
WITH
COOKS DIRECT INC.
(Job Reference 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 **Cooks Direct 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 work described in the **Job Reference 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 be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 20, 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 Sourcewell Contract #063022-COK. The not-to-exceed amount for the life of this contract shall be Fifty-Two Thousand, Nine Hundred Ninety-Two Dollars and Thirty-Four Cents ($52,992.34).

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 in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL THIRD PARTY CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

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.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will, to the best of their knowledge, be of good quality and new unless otherwise required or permitted by the County, that the work will, to the best of their knowledge, be free from defects not inherent in the quality required or permitted by law or otherwise, and that to the best of their knowledge, 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.

XXIII.

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 **Job Reference Number:** [redacted] marked as **Exhibit "A"**;
B. The cooperative purchasing contract Sourcewell Contract #063022-COK, 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.

XXIV.

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

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

COOKS DIRECT INC.:

Grant Hall Digitally signed by Grant Hall Date: 2025.11.24 14:00:20 -06'00'
Authorized Signature

Grant Hall
Printed Name

Date: 11, 24 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 25 2025 Time: 9:52 am

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Nov 25 2025 **Time:** 9:04 am

Exhibit "A"
Job Reference Number: [redacted]

Quote

10/24/2025

Project:
Williamson Co Jail- Oven/Skillet
306 W 4th St
[redacted]
Georgetown , TX 78262

From:
Cook's Direct
Grant Hall
2250 75th St, Suite 200
Woodridge, IL 60517
800-956-5571
630-948-5771 (Contact)

Project Code: [redacted] Job Reference Number: [redacted]

Sourcewell Contract #063022-COK

Item	Qty	Description	Sell	Sell Total
1	1 ea	**TILTING SKILLET BRAISING PAN, GAS**	$25,585.67	$25,585.67
		Vulcan Model No. VG40 Braising Pan, Gas, 40-gallon capacity, 46" wide open base, manual tilt, 9" deep stainless steel pan with gallon markings, pouring lip & removable strainer, spring assist cover with drip edge, pan holder, solid state control, includes L faucet bracket, electric ignition, 12" stainless steel legs with adjustable flanged feet, 120,000 BTU, CSA Flame, CSA Star, UL EPH Classified Dimensions 40.5(h) x 46(w) x 35.5(d)		
	1 ea	NOTE: Item qualifies for a no charge equipment check out after the unit has been fully installed & put into service. contact your Vulcan Representative for more details		
	1 ea	NOTE: Specification subject to change without notice. Visit www.vulcanequipment.com for spec sheets & additional information		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Natural gas (specify elevation if over 2,000 ft.)		
	1 ea	NOTE: Elevation kits are field installed		
	1 ea	120v/60/1-ph, 9.0 amps, cord & plug, standard		
	1 ea	BPDOV-1 2" draw-off valve, left front straight with strainer (pan support not available on 30-gallon)	$1,350.09	$1,350.09
	1 ea	BP-PPS V Series Braising Pan Standard Security Package, includes security fasteners & tack welds, secured crank handle & pan strainer, controls protected by lockable cover, perforated flue cover (gas) or lid support (electric)	$3,930.56	$3,930.56
	1 kt	T&S Brass HG-4D-48K Safe-T-Link Gas Connector Kit, 3/4" connection, 48" hose, stainless steel braiding with extruded coating, (1) Quick-Disconnect, (1) street "EL", ball valve, restraining cable adjustable for 3'to 5', 180,000 BTU / hr minium flow capacity	$125.00	$125.00
	1 ea	T&S Brass B-0300-VR Double Pantry Faucet, deck mount, single	$219.00	$219.00

Item	Qty	Description	Sell	Sell Total
		hole base, 5-3/4" swivel/rigid gooseneck faucet (lock washer included), 2.2 gpm vandal resistant aerator, quarter-turn Eterna cartridges with spring checks, vandal resistant lever handles with color coded indexes, 18" flexible stainless steel supply hoses with 1/2" NPSM male inlets, low lead content, ADA Compliant Weight: 803.1 lbs total		
			ITEM TOTAL:	**$31,210.32**
2	1 ea	**CONVECTION OVEN, GAS** Vulcan Model No. VC44GD Convection Oven, gas, double-deck, standard depth, solid state controls, electronic spark igniters, 60 minute timer, (5) nickel plated racks per oven, stainless steel front, top, sides & 8"H legs, stainless steel doors with windows, (2) 50,000 BTU, NSF, CSA Star, CSA Flame, ENERGY STAR® Dimensions 70(h) x 40(w) x 42.25(d)	$14,669.40	$14,669.40
	1 ea	NOTE: Item qualifies for a no charge equipment check out after the unit has been fully installed & put into service. contact your Vulcan Representative for more details		
	1 ea	NOTE: Specification subject to change without notice. Visit www.vulcanequipment.com for spec sheets & additional information		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Natural gas (specify elevation if over 2,000 ft.)		
	1 ea	(2) 120v/60/1-ph, 15.4 amps total, (2) cords with plugs, standard		
	1 ea	Gas manifold piping included with stacking kit to provide single point gas connection		
	2 ea	Simultaneous doors, both ovens		
	1 st	Casters, set of (4) in lieu of standard legs		
	2 ea	Prison Security Packages: exterior Security screws, perforated stainless steel hinged control covers with locking for pad locks, oven door locks for pad lock (locks not included), top, bottom & rear screen enclosures		
	1 kt	T&S Brass HG-4D-48K Safe-T-Link Gas Connector Kit, 3/4" connection, 48" hose, stainless steel braiding with extruded coating, (1) Quick-Disconnect, (1) street "EL", ball valve, restraining cable adjustable for 3'to 5', 180,000 BTU / hr minium flow capacity Weight: 934.4 lbs total	$125.00	$125.00
			ITEM TOTAL:	**$14,794.40**
3	1 ea	**INSTALLATION** Custom Model No. INSTALLATION Statement of Work: Hobart: Remove Ovens. Receive equipment, store, deliver, uncrate, set in place, level, and connect to existing utilities.	$5,475.15	$5,475.15

Included:

- New equipment must match the location's current specifications: electrical, gas lines, plumbing/drains, and venting.
- Installations completed during normal business hours. Monday – Friday; 8:00am – 5:00pm
- Receipt of equipment at local installer's office or warehouse
- Check for and report any freight damage concealed or otherwise.
- Schedule delivery to customer's facility
- Disassembly, removal, and disposal of existing equipment to include disconnecting all utilities (water, drains, gas, electrical, duct work, etc)
- Uncrating/un-skidding machine and set in place (moving of equipment to final location only within same building, same level)
- All utilities reconnected (water, drains, gas, electrical, duct work), where there are no local city/county code requirements, within 5 feet to existing utilities.
- Start-up to include validating final hook-ups, calibration, adjustments, and operator training.
  - May be completed on day of installation or shortly thereafter to include training on operation, safety, cleaning, and light maintenance.
- Removal of packaging materials and rubbish

Excluded:

- Extended travel beyond 100-mile radius of the installing office
- Coordinate installation with the construction superintendent or contractor to include:
  - Electrical, plumbing, and venting connections to ensure they meet equipment specification.
- Any utility, venting, mechanical, stainless-steel, floor, hallway,

Item	Qty	Description	Sell	Sell Total
		doorway, wall, ceiling, and/or roof modifications/upgrades not listed in the above statement of work. • Structural removal or replacement to make entry (walls, doors, counters, display cases, sinks, etc.) • Wall repairs, tile, epoxy, sheet rock, wall coverings		
			ITEM TOTAL:	**$5,475.15**
			Total	$51,479.87

Prices Good Until: 10/31/2025

Quote Approval
By affixing their signature to this document, the undersigned hereby affirms the accuracy of the provided information. The signee acknowledges that all utilities and dimensions specified are compatible with the operational requirements at the designated facility. Furthermore, it is confirmed that the listed equipment is suitable for passage through doorways, hallways, and vestibules from the receiving area to the kitchen.

In the event of equipment returns attributable to inaccuracies in utilities or measurements, the signee acknowledges the imposition of a manufacturer restocking fee, in addition to the applicable return shipping charges.

Receiving Policy and Guidelines:
Prior to signing for the delivery, it is crucial to thoroughly inspect and count all cartons. Note any shortages, damages, or problems on the delivery receipt. In case of visible damage, refuse damaged boxes by checking for crushed corners, wetness, or punctures. If the delivery includes equipment, inspect all parts before signing.

If a full inspection is not possible, please make a note on the bill of lading that you will inspect at a later time (within 24 hours of receipt).

For refused shipments, the customer is responsible for full freight charges and applicable fees in both directions, unless the refusal is due to shipment damage or a shipping error made by CooksDirect.com.

Most items are eligible for return within a 30-day period from the customer's receipt of the shipment. Depending on the manufacturer, a restocking fee of 15% to 50% may be applicable. Return freight charges may also apply based on the manufacturer's policy. For inquiries regarding specific return policies for a particular manufacturer or product, kindly reach out to our Customer Service team at 1-866-506-3048 or via email at customerservice@cooksdirect.com.

Please review the following criteria for returning an order:

1. Returned items must be unused, undamaged, and returned intact with original materials.
2. Special ordered or custom items cannot be returned.

Returns must be initiated within the first 30 days of receipt. Orders exceeding the 30-day return window are not eligible for returns through Cook's Direct. For product issues, please contact the manufacturer, as most large equipment is covered by a 1-year warranty.

Shipping & Delivery Information:
To ensure your order is processed in a timely manner please provide the following information along with your signature:

Delivery Address

Contact Name:

Phone Number:

Receiving Hours:

Receiving Dock Onsite (Y/N):
(If there is no dock onsite, additional fees for lift gate service may apply)

Note: large/oversized items may deliver on a full sized semi truck. If your receiving area cannot accommodate a full sized truck please notify your sales or sales support representative.

Forklift/Pallet Jack Onsite (Y/N):

VULCAN

Project _____

AIA # _____ SIS # _____

Item # _____ Quantity _____ C.S.I. Section 114000

VG SERIES

Modular Gas Tilting Braising Pan

Model VG30
Shown with casters and washdown hose

ANSI/NSF Standard #4

SPECIFIER STATEMENT

Modular gas tilting braising pan. 36"/46" wide open base. Stainless steel front, sides and 12" legs with adjustable flanged feet. Stainless steel back. Front hinged polished stainless steel pan body with coved interior corners and embossed gallon markings. Pan depth is 9.75". Stainless steel cooking surface bonded to steel plate. Full width 4" return flange with formed pouring lip and removable strainer. Stainless steel spring assist cover with wrap around handle and condensate lip. Faucet mounting bracket (non-enclosed) field reversible "L" bracket either side. Drop away food receiving pan support mounts under pouring lip. Manually operated pan tilting mechanism with removable handle. Pan can be fully tilted to empty completely with approximately 30 crank revolutions. One 30,000 BTU/hr. burner for each 12" pan width. Burners shut off when pan is tilted 5°. Electronic ignition system for automatic burner light. Solid state temperature controls. Water tight controls and enclosures. Requires a 120/60/1 electrical power supply, 9.0 amps total draw. ¾" rear gas connection and internal gas combination valve with integral regulator.

Exterior Dimensions:

_____"w x 35½"d x 40½"h on 12" legs.

CSA design certified. Classified by UL to NSF Std. #4.

SPECIFY TYPE OF GAS WHEN ORDERING
SPECIFY ALTITUDE WHEN ABOVE 2,000 FT.

MODELS

- ❑ **VG30** 36" wide open base
- ❑ **VG40** 46" wide open base

STANDARD FEATURES

- Stainless steel front, back, sides and 12" legs with adjustable flanged feet
- Front hinged polished stainless steel pan body with coved interior corners and embossed gallon markings; stainless steel cooking surface bonded to steel plate; full width 4" return flange with formed pouring lip and removable strainer
- Stainless steel spring assist cover with wrap around cool to the touch handle and condensate lip
- Lid stops in place for vented cooking
- Faucet mounting bracket (non-enclosed) field reversible "L" bracket either side
- Drop away food receiving pan support mounts under pouring lip
  Note: DOV3 only an option for 30-gallon unit
- Manually operated anti-jam pan tilting mechanism with removable handle; pan can be fully tilted to empty completely with approximately 30 crank revolutions
- One 30,000 BTU/hr. burner for each 12" pan width; burners shut off when pan is tilted 5°; electronic ignition system for automatic burner lighting
- Solid state temperature controls, adjustable from 50°F to 425°F
- Water tight controls and enclosures
- Requires a 120/60/1 electrical power supply, 9.0 amps
- ¾" rear gas connection
- One year limited parts and labor warranty
- Combination gas valve with built-in regulator

OPTIONS

- ❑ Motor driven pan lift with removable manual crank handle
- ❑ Two inch draw-off valve – left front straight with strainer (BPDOV-1) pan support will be removed on VG30
- ❑ Two inch draw-off valve – left front 90° left with strainer (BPDOV-2) pan support will be removed on VG30
- ❑ Two inch draw-off valve – left side 90° front with strainer (BPDOV-3)
- ❑ Standard security package includes:
  - Security screws and tackwelds
    - Includes securing crank handle, pan strainer and non-door type panels
  - Controls protected by lockable cover
  - Perforated flue cover
- ❑ Second year extended limited parts and labor warranty

ACCESSORIES (PACKAGED AND SOLD SEPARATELY)

- ❑ Set of four casters, (two locking)
- ❑ Faucet bracket assembly (adds 3" to width) enclosed
- ❑ (12") (18") double jointed single pantry faucet
- ❑ (12") (18") double jointed double pantry faucet
- ❑ Double pantry washdown hose with 16" add-on faucet with backflow preventer
- ❑ Double pantry washdown hose with backflow preventer
- ❑ Double pantry pot filler and backflow preventer
- ❑ Steaming pan insert rack to hold 12" x 20" pans (Qty. ____)
- ❑ 12" x 20" x 4" stainless steel drain waste pan with clear plastic hose
- ❑ Catch can with bail handle and drain hose for draw-off valve

VG SERIES – Modular Gas Tilting Braising Pan

Approved by_____ Date_____ Approved by_____ Date_____

VG SERIES
Modular Gas Tilting Braising Pan

SERVICE CONNECTIONS

GAS INPUT: ¾" N.P.T., Nat. 7"-10.5" W.C.; Propane, 11"-13" W.C. See capacity schedule.

ELECTRICAL CONNECTION: Control circuit ⅞" dia. 120 volt, 1 phase, 15 amps, power cord.

IMPORTANT

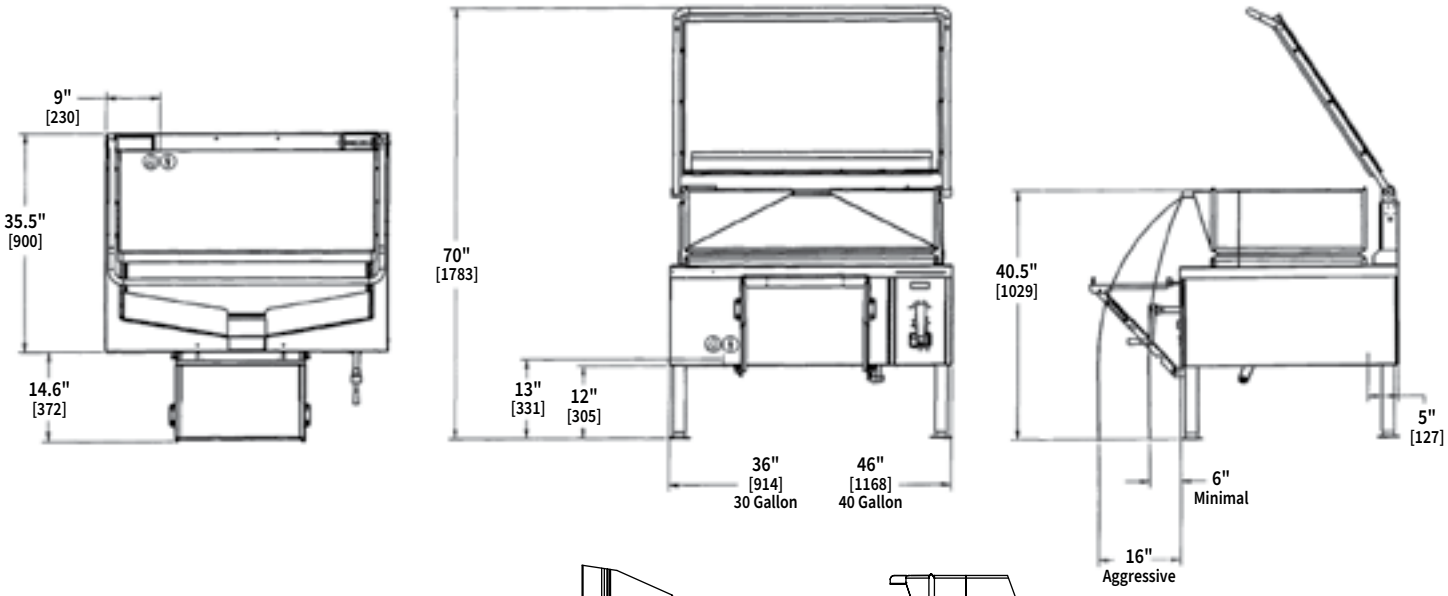
1. A pressure regulator sized for this unit is included. Natural gas 7" W.C., propane gas 11" W.C. supply pressure.
2. Gas line connecting to appliance must be ¾" or larger. If flexible hose with quick connects are used the hose and quick connects BTU flow rate must be a minimum of 120% of the appliance data plate BTU rate.
3. An adequate ventilation system is required for commercial cooking equipment. Information may be obtained by visiting the National Fire Protection Association website at https://www.nfpa.org/. Refer to NFPA No. 96.
4. These units are manufactured for installation in accordance with ANSZ223.1A (latest edition), National Fuel Gas Code. Information may be obtained from The American Gas Association website at https://www.aga.org/.
5. Clearances:

	Combustible	Non-combustible
Rear	6	0
Sides	2	0

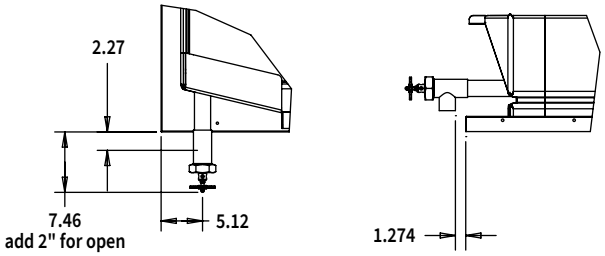
6. This appliance is manufactured for commercial installation only and is not intended for home use.

Model	Cooking Surface Area	Capacity	4 oz. Portions
VG30	29" x 23"	30 gal./114 liters	960
VG40	39" x 23"	40 gal./152 liters	1280

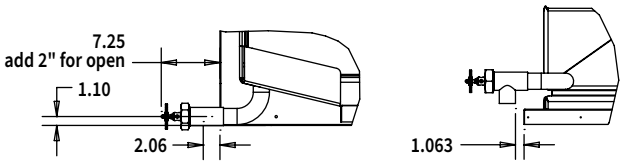
INSTALLATION MANUAL



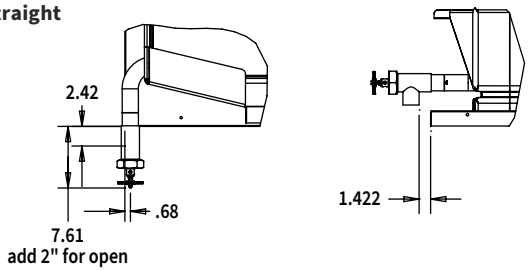
Model	BTU/Hr. Input
VG30	90,000
VG40	120,000



2" Draw-off valve – left front straight (BPDOV-1)



2" Draw-off valve – left front 90° left (BPDOV-2)



2" Draw-off valve – left side 90° front (BPDOV-3)

CAD and/or Revit Files Available

As continued product improvement is a policy of Vulcan, specifications are subject to change without notice.

FREE Vulcan & Wolf New Equipment Checkout

A PARTNERSHIP WITH HOBART & AUTHORIZED WARRANTY SERVICE PROVIDERS

To ensure new Vulcan and Wolf equipment has been properly installed and is operating correctly, an authorized service technician will:

- Verify that the proper gas type (LP or natural) has been connected to the equipment
- Verify that the proper voltage and electrical connections have been made
- Verify that proper pressure regulators have been installed and adjusted, when applicable
- Verify that gas supply size and pressure are adequate
- Verify that proper water, steam, drain supplies and connections have been made
- Check to ensure the ventilation system is operating correctly
- Check pilot and burner adjustments
- Verify thermostat operation, including calibration, when required
- Check functional parts of operation, for example: doors, lids, valves, etc.
- Advise on preventive maintenance procedures

To schedule your free checkout, please contact your sales rep!

- Equipment must be completely installed and ready to operate before the equipment checkout request is made
- Equipment checkout should be completed within 90 days after installation

VULCAN WOLF HOBART

T&S BRASS AND BRONZE WORKS, INC.
2 Saddleback Cove / P.O. Box 1088
Travelers Rest, SC 29690

Travelers Rest, SC: 800-476-4103 • Simi Valley, CA: 800-423-0150 • Fax: 864-834-3518 • www.tsbrass.com

Model No.
HG-4-K Series
Item No.

This Space for Architect/Engineer Approval

Job Name_____Date_____

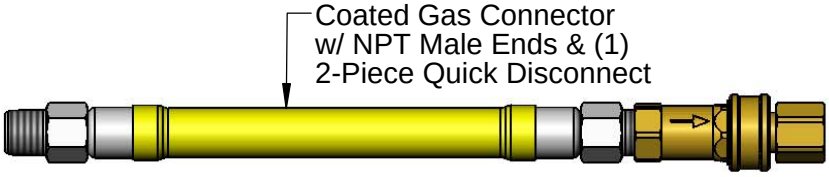
Model Specified_____ Quantity_____

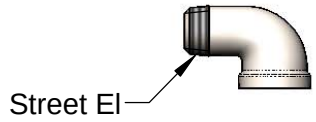
Customer/Wholesaler_____

Contractor_____

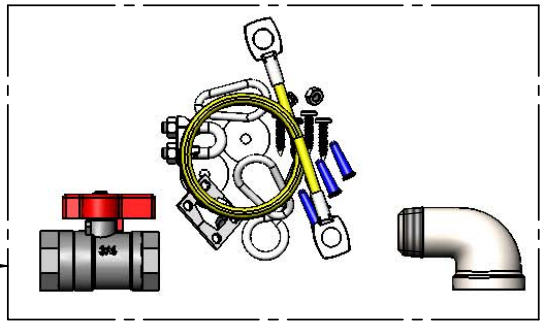
Architect/Engineer_____

SAFE-T-LINK





Installation Kit:
Restraining Cable,
Street El, Ball Valve



"L" = Length	1/2" NPT
12"	HG-4C-12K
24"	HG-4C-24K
36"	HG-4C-36K
48"	HG-4C-48K
60"	HG-4C-60K
72"	HG-4C-72K

"L" = Length	3/4" NPT
12"	HG-4D-12K
24"	HG-4D-24K
36"	HG-4D-36K
48"	HG-4D-48K
60"	HG-4D-60K
72"	HG-4D-72K

"L" = Length	1" NPT
12"	HG-4E-12K
24"	HG-4E-24K
36"	HG-4E-36K
48"	HG-4E-48K
60"	HG-4E-60K
72"	HG-4E-72K

"L" = Length	1 1/4" NPT
12"	HG-4F-12K
24"	HG-4F-24K
36"	HG-4F-36K
48"	HG-4F-48K
60"	HG-4F-60K
72"	HG-4F-72K

HG-4-K Series Product Configurator: **HG - 4 ☐ - ☐ K**

Ex: HG - 4[D]- [36] K

Gas Hose, 3/4" NPT Male Ends, 36" Length, (1) 2-Piece Quick Disconnect, (1) Street El, (1) Installation Kit

Product Specifications:
Safe-T-Link Gas Appliance Connector: Coated Gas Hose, NPT Male Ends, 2-Piece Quick Disconnect and Street Elbow

Product Compliance:
ANSI Z21.69 / CSA 6.16
NSF 2
NFPA 54

Drawn: JBC	Checked: JRM	Approved: JHB	Date: 08/24/16	Scale: NTS	Sheet: 1 of 1

T&S BRASS AND BRONZE WORKS, INC.

2 Saddleback Cove / P.O. Box 1088
Travelers Rest, SC 29690

Travelers Rest, SC: 800-476-4103 • Simi Valley, CA: 800-423-0150 • Fax: 864-834-3518 • www.tsbrass.com

Model No.
B-0300-VR

Item No.

ADA Compliant

This Space for Architect/Engineer Approval

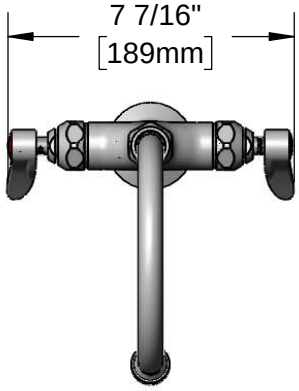
Job Name_____Date_____

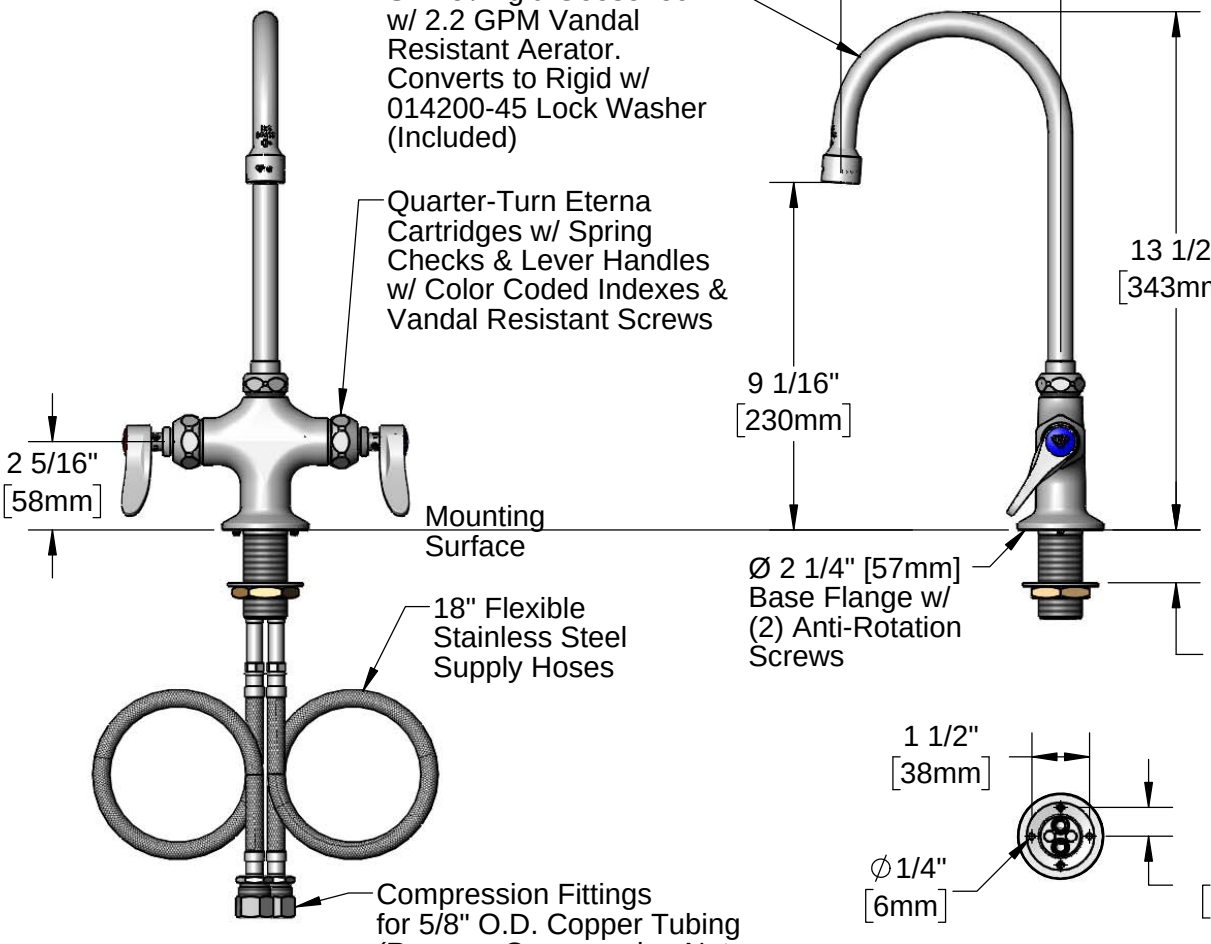
Model Specified_____ Quantity_____

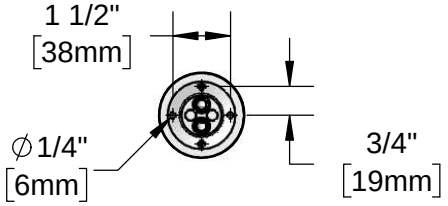
Customer/Wholesaler_____

Contractor_____

Architect/Engineer_____







Bottom View
VR Pin Hole Pattern

Rough-In Requirement:
∅1 1/2" [38mm] Mounting Hole
(2) ∅1/4" [6mm] Anti-Rotation Holes

Product Specifications:
Single Hole Deck Mount Mixing Faucet, Quarter-Turn Eterna Cartridges w/ Spring Checks, Lever Handles w/ Vandal Resistant Screws, 5 3/4" Swivel/Rigid Gooseneck w/ 2.2 GPM Vandal Resistant Aerator, 18" Flexible Stainless Steel Supply Hoses w/ 1/2" NPSM Male Inlets & Vandal Resistant Anti-Rotational Pins

Product Compliance:
ASME A112.18.1 / CSA B125.1
NSF 61 - Section 9
NSF 372 (Low Lead Content)
ANSI A117.1 (ADA)

Drawn:	DMH	Checked:	JRM	Approved:	JHB	Date:	04/10/17	Scale:	1:5	Sheet:	1 of 2

T&S BRASS AND BRONZE WORKS, INC.
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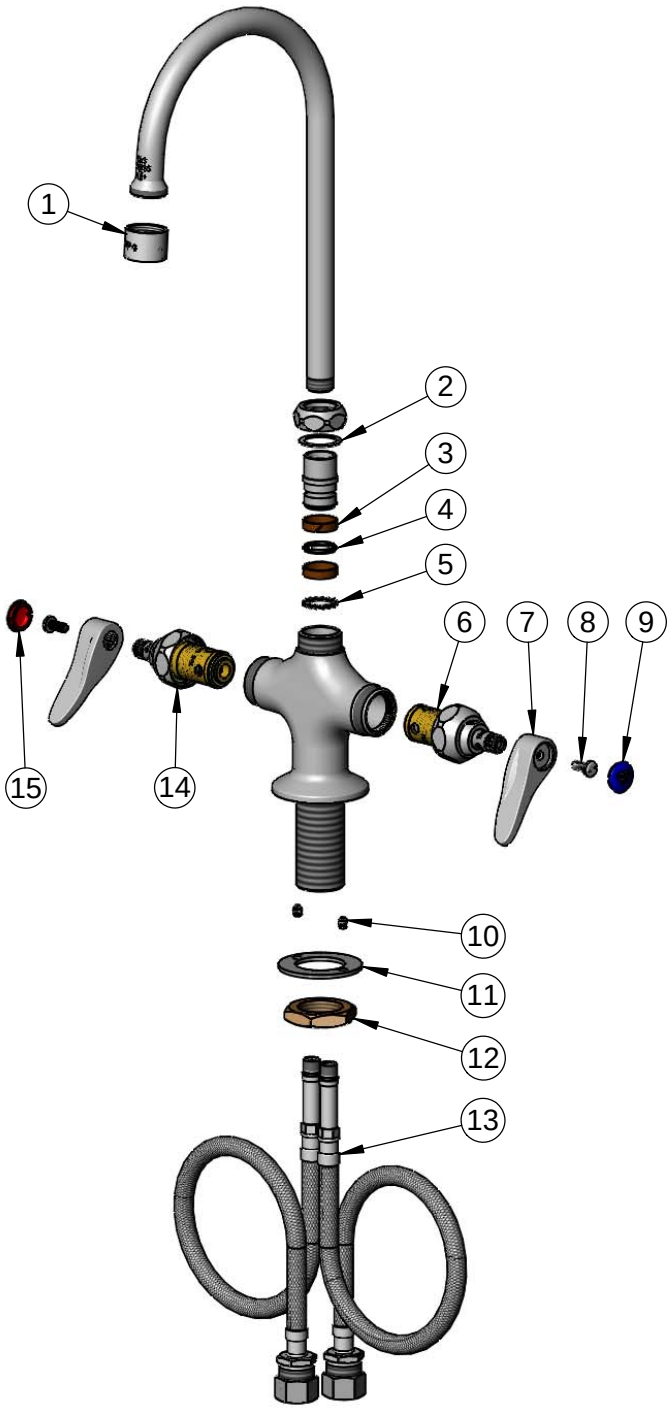
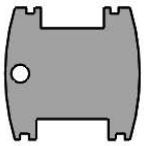
Model No.
B-0300-VR

Item No.



ITEM NO.	SALES NO.	DESCRIPTION
1	B-0199-06	VR 2.2 GPM Aerator w/ Key
2	009538-45	Swivel Washer
3	011429-45	Swivel Sleeves (2)
4	001074-45	O-Ring
5	014200-45	Star Washer, Anti-Rotation
6	012442-40NS	Quarter-Turn Eterna Cartridge w/ Spring Check, LTC
7	001638-45NS	Lever Handle (New Style)
8	VRS-2	VR Wrist Action Handle Screw (2) w/ Spanner Bit
9	018506-19NS	Blue Button Index, Press-in
10	012698-45	Anti-Rotation Screw (2)
11	013039-20	Washer, VR Shank
12	000965-45	Lock Nut
13	012534-45	18" Flexible Supply Hose (2)
14	012443-40NS	Quarter-Turn Eterna Cartridge w/ Spring Check, RTC
15	001193-19NS	Red Button Index, Press-in

014075-45
VR Spanner Bit



015425-45
VR Aerator Key

Product Specifications:
Single Hole Deck Mount Mixing Faucet, Quarter-Turn Eterna Cartridges w/ Spring Checks, Lever Handles w/ Vandal Resistant Screws, 5 3/4" Swivel/Rigid Gooseneck w/ 2.2 GPM Vandal Resistant Aerator, 18" Flexible Stainless Steel Supply Hoses w/ 1/2" NPSM Male Inlets & Vandal Resistant Anti-Rotational Pins

Product Compliance:
ASME A112.18.1 / CSA B125.1
NSF 61 - Section 9
NSF 372 (Low Lead Content)
ANSI A117.1 (ADA)

Drawn:	DMH	Checked:	JRM	Approved:	JHB	Date:	04/10/17	Scale:	NTS	Sheet:	2 of 2

VULCAN

VC44G SERIES
Double Deck Gas Convection Ovens

SELL SHEET

Model VC44GD
Shown on optional casters

Project _____

AIA # _____ SIS # _____

Item # _____ Quantity _____ C.S.I. Section 114000

MODELS

- ❑ **VC44GD** Solid state temperature controls adjust from 150° to 500°F. 60 minute timer with audible alarm.
- ❑ **VC44GC** Computer controls with digital time and temperature readouts. 99-hour timer with audible alarm. Roast and Hold cycle. One hundred programmable menu selections. Shelf I.D. programming.

Double deck ovens are supplied as separate units with a stacking kit.

STANDARD FEATURES

- Stainless steel front, sides, top and legs
- Independently operated stainless steel doors with double pane windows
- 50,000 BTU/hr. burner per section, 100,000 BTU/hr. total
- Electronic spark igniters
- ½ H.P. two speed oven blower-motor. 120/60/1 with 6' cord and plug; 7.7 amps per section; 15.4 amps total draw
- Oven cool switch for rapid cool down
- Porcelain enamel on steel oven interior
- Five nickel plated grab-and-go oven racks with eleven rack positions per section (10 total racks)
- ¾" rear gas connection with combination gas pressure regulator and safety solenoid system
- One year limited parts and labor warranty

SPECIFIER STATEMENT

Double section gas convection oven, Vulcan Model No. (VC44GD) (VC44GC). Stainless steel front, sides, top and legs. Independently operated stainless steel doors with double pane windows. Non-sag insulation applied to the top, rear, sides, bottom and doors. Porcelain enamel on steel oven interiors measures 29"w x 22⅛"d x 20"h. Two interior oven lights per section. Five nickel plated oven racks per section measure 28¼" x 20½". Eleven position nickel plated rack guides with positive rack stops. One 50,000 BTU/hr. burner per section. 100,000 total BTU/hr. Electronic spark igniters. Furnished with a two speed ½ H.P. oven blower-motor per section. Oven cool switch for rapid cool down. 120 volt, 60 Hz, 1 ph power supply required. 6' cord and plug. 7.7 amps total draw per section.

Exterior Dimensions:
40¼" W x 40" D (includes motor & door handles)
40¼" W x 37¾" D (includes motor only)
70" H on 8" legs

CSA design certified. NSF listed.

Specify type of gas when ordering.
Specify altitude when above 2,000 FT.

OPTIONS

- ❑ Kosher friendly control package
- ❑ Complete prison package
  - ❑ Security screws only
- ❑ 208V or 240V, 60 Hz, 1 ph, two speed, ½ H.P. blower motor; 208V, 4.2 amps; 240V, 3.6 amps
- ❑ Casters
- ❑ Simultaneous chain driven doors
- ❑ Control panel mounted on left side of oven
- ❑ Stainless steel rear enclosure
- ❑ Second year extended limited parts and labor warranty

ACCESSORIES (PACKAGED AND SOLD SEPARATELY)

- ❑ Extra oven rack(s)
- ❑ Rack hanger(s)
- ❑ Stainless steel drip pan
- ❑ Flexible gas hose with quick disconnect and restraining device; consult price book for available sizes
- ❑ Down draft flue diverter for direct vent connection

VC44G SERIES – Double Deck Gas Convection Ovens

Approved by_____ Date_____ Approved by_____ Date_____

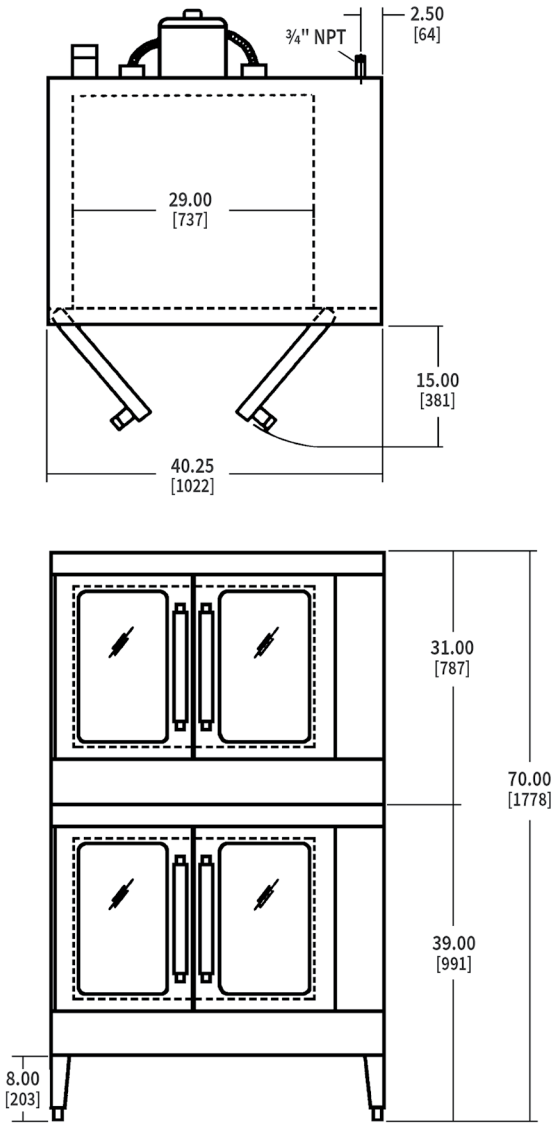
VC44G SERIES
Double Deck Gas Convection Ovens

INSTALLATION INSTRUCTIONS

1. A combination gas pressure regulator and safety solenoid valve system is included in this unit. Natural gas is 5.0" W.C., Propane gas is 10.0" W.C.
2. An adequate ventilation system is required for commercial cooking equipment. Information may be obtained by visiting the National Fire Protection Association website at https://www.nfpa.org/. Refer to NFPA No. 96.
3. These units are manufactured for installation in accordance with ANSZ223.1A (latest edition), National Fuel Gas Code. Information may be obtained from The American Gas Association website at https://www.aga.org/.
4. Clearances:

	Combustible	Non-combustible
Rear	0"	0"
Right Side	2"	0"
Left Side	1"	0"

5. This appliance is manufactured for commercial installation only and is not intended for home use.
6. The installation location should not experience temperatures below -20°C (-4°F).

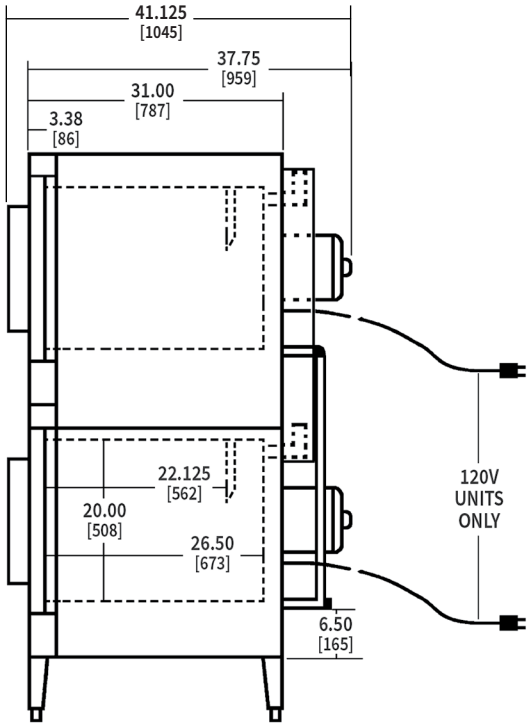


CAD and/or Revit Files Available

INSTALLATION MANUAL

40¼" W x 41⅛" D (includes motor & door handles)
40¼" W x 37¾" D (includes motor only)
70" H on 8" legs

Oven interior: 29" W x 22⅛" D x 20" H



Model	Width	Depth w/handles	Height	Per Oven BTU/hr.	Total BTU/hr.	Electrical	Weight
VC44G	40¼"	41⅛"	70"	50,000	100,000	120/60/1	820 lbs (372 KG) without skids/packaging 928 lbs (422 KG) with skids/packaging

As continued product improvement is a policy of Vulcan, specifications are subject to change without notice.

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:
2025-1390843

Date Filed:
11/18/2025

Date Acknowledged:
11/21/2025

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

COOK'S DIRECT INC.
Woodridge, IL United States

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

Wilco Purchasing

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

2026-115
Tilting Skillet Braising Pan, Convection Oven & Installation

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

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COOK'S DIRECT INC.
Woodridge, IL United States

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Wilco Purchasing

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2026-115
Tilting Skillet Braising Pan, Convection Oven & Installation

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 [redacted].

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

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

Executed in DuPage County, State of Illinois, on the 18th day of November (month), 2025 (year).

Teri Teclaw
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **22.**

Meeting Date: 12/09/2025

Approval of the Agreement for Construction Services No. 2026-118 Mayans Concrete, LLC for the Justice of the Peace, Precinct 4 ADA Sidewalk for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing an Agreement for Construction Services No. 2026-118 with Mayans Concrete, LLC for the Justice of the Peace, Precinct 4 ADA Sidewalk in the amount of Eight Thousand Two Hundred Dollars ($8,200.) and authorize the execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and Mayans Concrete, LLC is for the Justice of the Peace, Precinct 4 ADA Sidewalk located at 211 W 6th St., Taylor, TX 76574. 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

Agreement for Construction Services

Form 1295 Mayans Concrete, LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:31 PM
Form Started By: Michelle McKinney		Started On: 11/26/2025 10:32 AM
Final Approval Date: 12/02/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Mayans Concrete LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Justice of the Peace, Precinct 4 ADA Sidewalk (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 **Eight Thousand Two Hundred Dollars ($8,200.)** 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 **forty-five (45) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

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

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

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

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.2 Applications For Payment

5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the

Agreement.

5.2.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

5.2.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

5.2.1.3 If requested by Owner or required elsewhere in the Agreement, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a. With each Application for Payment: a current Sworn Statement from the Contractor setting forth all subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
b. With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
c. Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than five thousand dollars ($5,000) on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
d. With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284; and
e. Such other information, documentation, and materials as the Owner, or the title insurer (if any) may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

5.2.2 Unless otherwise provided in the Agreement, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

5.2.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

5.2.3.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this paragraph), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

5.2.3.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this paragraph, including, without limitation, the duty to defend and indemnify Owner.

5.2.3.3 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Texas Government Code, Chapter 2252, Subchapter B. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

5.2.3.4 For purposes of Texas Government Code, §2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner 's reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment,

that, to the best of the Owner's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

5.4 Decisions To Withhold Certification

5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible because of:

5.4.1.1 defective Work not remedied;
5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;
5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
5.4.1.5 damage to the Owner or a separate contractor;
5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);
5.4.1.8 failure to include sufficient documentation to support the amount of payment requested for the Project;
5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance

bonds or warranty bond required by the Agreement; or

5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

5.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

5.5.1 The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.

5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to Sub-subcontractors in a similar manner.

5.5.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact subcontractors to ascertain whether they have been properly paid. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

5.5.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Agreement.

5.6 Failure Of Payment

5.6.1 If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to the Owner, stop the Work until payment of the amount owing has been received.

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from

any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

5.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

5.7.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement.

5.7.3 Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.

5.7.4 When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within thirty (30) calendar days of Substantial Completion. Warranties required by the Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

5.7.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

5.8 Partial Occupancy or Use

5.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor,

provided such occupancy or use is consented to by the insurer, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

5.8.2 Immediately prior to partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

5.8.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement.

5.9 Final Completion and Final Payment

5.9.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

5.9.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Texas Government Code, Chapter 2251, (2) a certificate evidencing that insurance required by the Agreement to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) business days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Agreement, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and

identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory

.2 Employer's Liability

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

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

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

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

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

.5 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

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

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

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

i. a certificate of coverage, prior to the other person beginning work on the Project; and

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event

later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

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

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any

Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

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

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

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

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

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

Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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: INTENTIALLY 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. 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. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

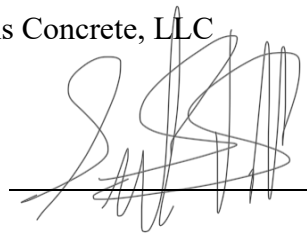
OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Mayans Concrete, LLC
By: _____	By: 
Printed Name: _____	Printed Name: Salvador Santos
Title: _____	Title: Owner
Date: _____	Date: 11/18/2025

Exhibit “A”

Plans and Specifications

Project: ADA Sidewalk for Justice of Peace (JP), Precinct 4

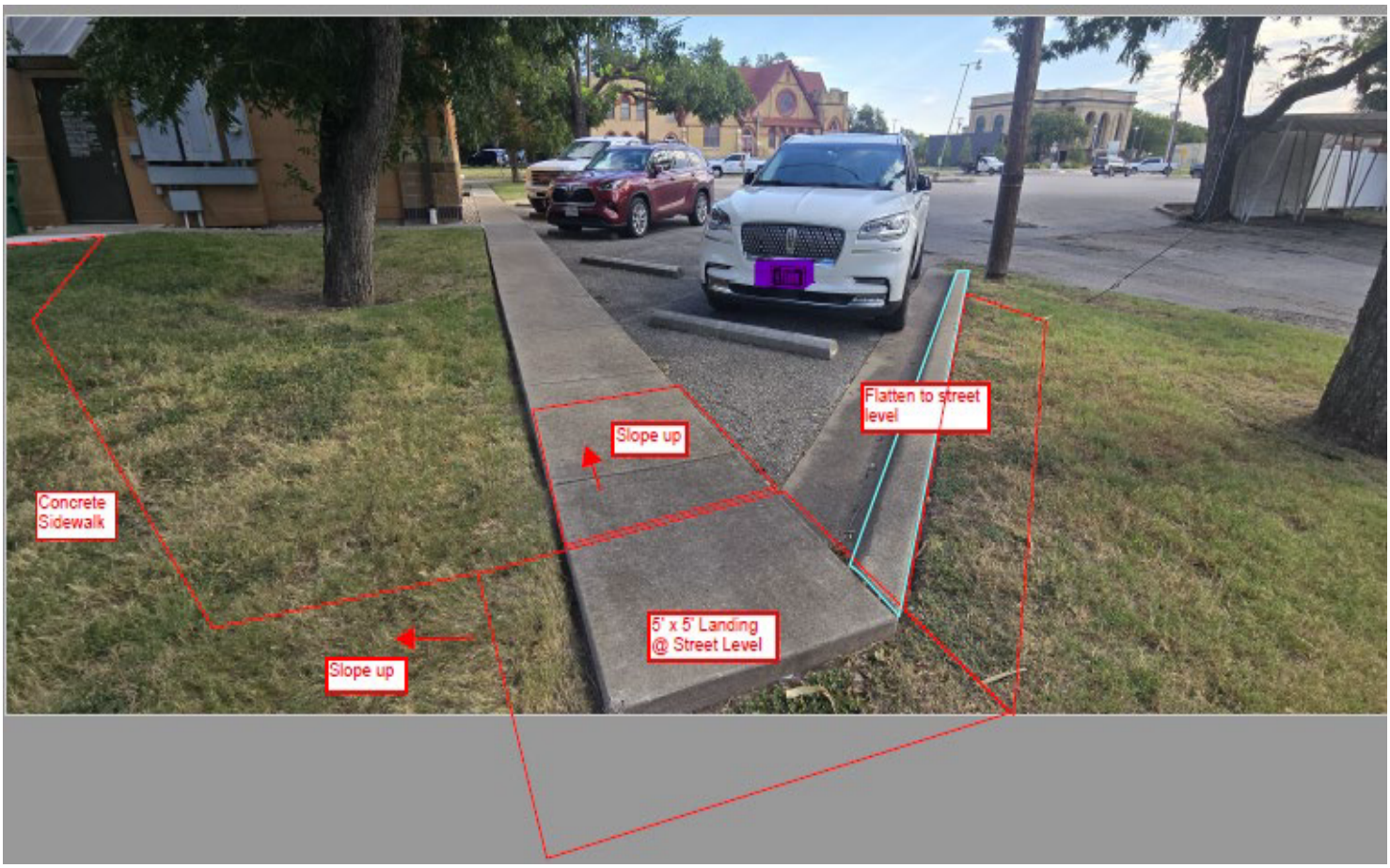
Location of Work: JP4, 211 W 6th Street, Taylor, TX 76574

Scope of Work: The Contractor shall perform the following work:

- 48 city sidewalk tear out and pour back haul off
- 5X5 ramp for wheelchair
- 27 Ln Ft of curb and gutter tear out and haul off
- 297 Sq Ft new entry sidewalk
- Red wood expansion joint
- Concrete will be 3000 psi regular mix
- Labor and Materials for sidewalk installation
- General clean-up of debris generated by our work only

The following items are excluded:

- Any lot preparation/vegetation removal or backfill of any area.
- Any land surveying.
- Material testing, surveying or permits, to be provided by Owner.
- 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


Concrete Sidewalk
Slope up
Flatten to street level
5' x 5' Landing @ Street Level
Slope up

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:
2025-1391468

Date Filed:
11/19/2025

Date Acknowledged:

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

Mayans Concrete LLC
Georgetown, TX United States

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

Williamson County Facilities Management

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

26.4509.1048.001
JP4 ADA Sidewalk

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, 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 19th day of November (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:
2025-1391468

Date Filed:
11/19/2025

Date Acknowledged:
11/26/2025

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

Mayans Concrete LLC
Georgetown, TX United States

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

Williamson County Facilities Management

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

26.4509.1048.001
JP4 ADA Sidewalk

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 **23.**

Meeting Date: 12/09/2025

Approval of the Agreement for Construction Services No. 2026-119 for the Old DPS Building Automation System (BAS Upgrade with The Brandt Companies, 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 approving the Agreement for Construction Services No. 2026-119, between Williamson County and The Brandt Companies, LLC in the not-to-exceed amount of Forty-Three Thousand Eight Hundred Forty-Four Dollars and Forty-One Cents ($43,844.41) using Choice Partners Cooperative Contract #CSP-22-049MF and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and The Brandt Companies, LLC relates to the Old DPS Building Automation System (BAS) upgrade, 517 Pine Street, Georgetown, TX 78626. Contract Audit and General Counsel have reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.0509.004509 and the point of contact is Christy Matoksa.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Construction Services

Form 1295 The Brandt Companies LLC complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:33 PM
Form Started By: Michelle McKinney		Started On: 11/26/2025 11:06 AM
Final Approval Date: 12/02/2025		

Agreement for Construction Services

(Cooperative Contract #CSP22-049MF)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and The Brandt Companies, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Old DPS Building Automation System (BAS) (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 **Forty-Three Thousand Eight Hundred Forty-Four Dollars and Forty-One Cents ($43,844.41)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **sixty (60) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial

Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

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

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

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.2 Applications For Payment

5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's

right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

5.2.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

5.2.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

5.2.1.3 If requested by Owner or required elsewhere in the Agreement, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a. With each Application for Payment: a current Sworn Statement from the Contractor setting forth all subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
b. With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
c. Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than five thousand dollars ($5,000) on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
d. With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284; and
e. Such other information, documentation, and materials as the Owner, or the title insurer (if any) may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

5.2.2 Unless otherwise provided in the Agreement, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for

materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

5.2.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

5.2.3.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this paragraph), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

5.2.3.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this paragraph, including, without limitation, the duty to defend and indemnify Owner.

5.2.3.3 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Texas Government Code, Chapter 2252, Subchapter B. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

5.2.3.4 For purposes of Texas Government Code, §2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner 's

reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

5.4 Decisions To Withhold Certification

5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible because of:

5.4.1.1 defective Work not remedied;
5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;
5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
5.4.1.5 damage to the Owner or a separate contractor;
5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);
5.4.1.8 failure to include sufficient documentation to support the amount of payment

requested for the Project;

5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Agreement; or

5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

5.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

5.5.1 The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.

5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to Sub-subcontractors in a similar manner.

5.5.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact subcontractors to ascertain whether they have been properly paid. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

5.5.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Agreement.

5.6 Failure Of Payment

5.6.1 If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to the Owner, stop the Work until payment of the amount owing has been received.

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an

absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

5.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

5.7.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement.

5.7.3 Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.

5.7.4 When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within thirty (30) calendar days of Substantial Completion. Warranties required by the Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

5.7.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall

make payment of retainage.

5.8 Partial Occupancy or Use

5.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

5.8.2 Immediately prior to partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

5.8.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement.

5.9 Final Completion and Final Payment

5.9.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

5.9.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Texas Government Code, Chapter 2251, (2) a certificate evidencing that insurance required by the Agreement to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) business days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Agreement, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing

payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

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

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

. 5 Builder’s Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional

insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions, if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project.

"Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all

employees of the person providing services on the Project, for the duration of the Project;

(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

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

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

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

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

ARTICLE 10 INTENTIONALLY DELETED

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

11.1.3 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.

12.8.1 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 #CSP22-049MF; 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 #CSP22-049MF; 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	The Brandt Companies, LLC.
By: _____	By:
Printed Name: _____	Printed Name: Danny Kelsey
Title: _____	Title: Service Operations Manager
Date: _____	Date: 11/18/2025

Exhibit "A"

Plans and Specifications

<u>Location of Work</u>: Old DPS Building, 517 Pine Street, Georgetown, TX 78626

<u>Scope of Work</u>: Contractor to provide complete installation of a new Building Automation System (BAS) integrated into the Niagara supervisor.

1. Distech BAS Control Hardware:
   - Provide and install new Distech BAS controllers.
   - Make-safe of the existing control system prior to equipment replacement.
   - Remove existing controllers and wiring as required.
   - Install four (4) Distech wall controllers.

2. New BAS Sensors
   - Provide and install new BAS sensors and replace all control wiring with new.
   - Sensors include:
     - Supply & Return Air Temperature
     - Fan Status

3. Graphics and User Interface
   - Provide new Niagara N4 graphics for BAS interface.
   - Provide alarming notifications page.
     - Configure email alarming (Owner IT assistance required).
   - Building floorplan graphics are excluded in this phase of work.

4. Network Supervisor
   - Install and configure a network supervisor capable of accessing existing Niagara N4 buildings.
   - Prepare the system for future BAS expansion and integration.

5. Testing and Commissioning
   - Perform thorough testing of all new BAS systems upon completion.
   - Provide full BAS commissioning documentation.

6. Closeout Deliverables
   - Provide 1-year warranty documentation.
   - Provide accurate BAS design and as-built documentation.
   - Provide up to 8 hours of Owner/Operator BAS training.

517 Pine Street, Georgetown, TX 78626 – Old DPS Building

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:
2025-1390796

Date Filed:
11/18/2025

Date Acknowledged:

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

The Brandt Companies, LLC - A Southland Industries Company
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.

CSP-22-0449MF-15
Old DPS Building-Building Automation Integration Upgrade

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 Danny Kelsey, and my date of birth is [redacted].

My address is [redacted].

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

Executed in Travis County, State of Texas, on the 18th day of November (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:
2025-1390796

Date Filed:
11/18/2025

Date Acknowledged:
11/26/2025

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

The Brandt Companies, LLC - A Southland Industries Company
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.

CSP-22-0449MF-15
Old DPS Building-Building Automation Integration Upgrade

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **24.**

Meeting Date: 12/09/2025

Approval of Professional Service Agreement with Eckermann Engineering, Inc. for Brushy Creek Trail Retaining Wall Improvements via 24RFSQ53 for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Eckermann Engineering, Inc. in the amount of Thirty-Nine Thousand Two Hundred Fifty Dollars ($39,250.00) and authorize execution of the agreement.

Background

Eckermann Engineering, Inc. is recommended for award through RFSQ #24RFSQ53, which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda item no.16. Eckermann Engineering, Inc. is recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool Eckermann Engineering, Inc. received the highest score for this project. This PSA between Williamson County and Eckermann Engineering, Inc. is for the Brushy Creek Trail Retaining Wall Improvements located at Brushy Creek Regional Trail, Cedar Park, TX 78613. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.3108.004100 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Form 1295 Eckermann Engineering, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:37 PM
Form Started By: Michelle McKinney		Started On: 12/01/2025 10:02 AM
Final Approval Date: 12/02/2025		

AGREEMENT FOR ARCHITECTURAL & ENGINEERING SERVICES

PROJECT: **Brushy Creek Trail Retaining Wall Improvements** ("Project")

ARCHITECT/ ENGINEER: **Eckermann Engineering, Inc.** ("A/E")
John J. Teague III, PE, Operations Manager
921 Main Street
Liberty Hill, TX 78642

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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

R E C I T A L S

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

WHEREAS, County intends to **evaluate existing soil and slope conditions at the site**; and

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

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

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

ARTICLE 1
SCOPE OF AGREEMENT

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

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

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

2.3.2
Americans with Disabilities Act (ADA)

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

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

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

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

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

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

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

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

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

ARTICLE 5
TIME FOR PERFORMANCE

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

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds. Unless otherwise stated in Exhibit C, the termination of this Agreement will be upon Final Certificate of Payment and achievement of all requirements for achieving Final Completion of the Project.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Thirty-Nine Thousand Two Hundred Fifty Dollars ($39,250)** hereinafter called the "Basic Fee".

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

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Three Hundred Ninety-Two Dollars ($ 392)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

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

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

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall

have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

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

8.1 Time of Payment.

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

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

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

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

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

8.2 Prompt Payment Policy.

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

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

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

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

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

ARTICLE 9
PROJECT TEAM

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

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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

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

Eckermann Engineering, Inc.
John J. Teague III, PE, Operations Manager
921 Main Street
Liberty Hill, TX 78642

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done

in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

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

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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

A/E: Eckermann Engineering, Inc.
921 Main Street
Liberty Hill, TX 78642

Attention: John J. Teague III, PE
Operations Manager

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

ARTICLE 11
PROGRESS EVALUATION

Prior to the commencement of the Basic Services, A/E shall confer with County on the development of a proposed initial Project Schedule and once such initial Project Schedule is

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

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

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

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

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

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

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

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

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

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

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

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

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

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

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

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

13.2 Revision to A/E Work Product.

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

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

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

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

ARTICLE 14
SUSPENSION

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

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

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

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

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

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

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

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

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

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

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

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

ARTICLE 17
USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

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

ARTICLE 20
MODIFICATIONS

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

21.2 Taxes.

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

ARTICLE 22
INDEMNIFICATION

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

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

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

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

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

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

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

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

ARTICLE 24
PROFESSIONAL'S SEAL

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

ARTICLE 25
INSURANCE

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

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

25.1.1 Worker's Compensation in accordance with statutory requirements.

25.1.2 Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

25.1.3 Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.

25.1.4 Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

25.2 Certification of Coverage. Prior to the performance of any architectural and engineering services under this Agreement, A/E shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, A/E shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.3 Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

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

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

25.5 Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

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

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

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

25.7 Premiums and Deductible. A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the

A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in the A/E's insurance must be declared and approved in writing by County in advance.

25.8 Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.9 No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.10 Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for A/E's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for A/E's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of A/E hereunder.

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

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

ARTICLE 26
SUCCESSORS AND ASSIGNS

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

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
A/E'S ACCOUNTING RECORDS

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

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

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

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

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

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

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

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

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

30.8 Gender, Number, and Headings.
Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context

otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

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

30.14 Appropriation of Funds by County.

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

determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

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

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 33
MERGER

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

ARTICLE 34
PUBLIC CONTACT

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

ARTICLE 35
A/E's REPRESENTATIONS

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

ARTICLE 36
CONFIDENTIALITY OF SECURED FACILITIES

To the extent the services hereunder relate to a secured facility or a critical infrastructure type facility of the County ("Secured Facility"), A/E must ensure that information relating all areas of the Secured Facility must not be disclosed to third parties. A/E expressly agrees that its employees, agents, or any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not use any information relating to the Secured Facility that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Secured Facility, and to prevent disclosure thereof to persons other than its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control who need access to information regarding the Secured Facility to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not enter any unauthorized areas of the Secured Facility and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control shall be subject to background checks and that the County will perform checks. County shall retain the right to deny right of entry to the Secured Facility to anyone.

ARTICLE 37
SIGNATORY WARRANTY

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

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

A/E:
Eckermann Engineering, Inc.

By: _____
Signature

Derrek Eckermann
Printed Name

President
Title

Date Signed: 11/24/2025

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 compensation for Basic Services provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

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

GENERAL REQUIREMENTS

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

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

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

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

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

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

project Construction Administration Phase through the Close-out Phase.

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

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

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

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

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

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

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

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

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

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

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

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

SCOPE OF WORK:

Brushy Creek Regional Trail Retaining Wall Improvements
219 Perry Mayfield Blvd.
Leander, TX 78641
Parks Department
26.PARKS.BCRT.002

A/E will provide the following services:
Coordinate with the County and design team throughout the project to identify project goals, schedules and projected milestones for Phases I through VII below. The following items will be provided with these Phases:
- Provide overall project management services including but not limited to budget control, preparation and processing of invoicing and project coordination.
- Perform Quality Control/Quality Assurance reviews and ensure timely delivery of all deliverables.
- File necessary documents or reports with the required jurisdictional or regulatory agencies.
- Attend submittal and design review meetings and coordinate annotated comment responses and approvals with design team.

Data Collection, Investigative Analysis and Schematic Design

1. Topographic Survey
A/E sub-consultant will provide one (1) topographic survey for design to support the improvements for the existing retaining wall. The project limits for the topographic survey task will include an approximate 50-foot wide by 180-foot-long area for the improvements. The vertical datum will be based upon immediately adjacent City, County, or USGS monuments. If a datum cannot be established, then the datum will be assumed. A/E will have provided:
    a. A topographic map (50-ft Grid) that depicts contours at one-foot intervals and identifies all grade-breaks within the surveyed area.
    b. One (1) on-site temporary benchmark.

2. Regulatory and Jurisdictional Review
A/E will contact the City of Austin to research requirements for permitting and confirm approvals needed to construct improvements for the project. Additionally, A/E will provide recommendations for proposed improvements based on the results of our research as well as the results of the geotechnical analysis performed in Item 3 below.

3. Geotechnical Engineering Study
A/E's geotechnical subconsultant will evaluate existing soil and slope conditions at the site contributing to the observed erosion and develop geotechnical recommendations and considerations to address the erosion observed at the base of the retaining wall.

4. Schematic Design
A/E will collaborate with the County to create a schematic site plan for the proposed improvements aimed at mitigating the erosion observed at the base of the wall. This plan will be based on the surveyed base map supplied by sub consultant, the recommendations from Geotech firm geotechnical study detailed in section I.3 above, and the conceptual site information provided by the County, which has been further developed by the design

team. The schematic site plan will outline the location and type of erosion controls and grading enhancements needed to address the erosion alongside the wall. Additionally, A/E will prepare a project narrative outlining the project objectives and addressing permitting and regulatory requirements needed to complete the project.

Final Construction Documents

Upon the County review and approval of the schematic site plan, A/E will prepare final construction documents for the project for use in permitting, bidding and construction of the improvements. Based upon the schematic plan,A/E will prepare one (1) set of construction plans for submittal to the City of Austin for the improvements. The plans will be prepared in general accordance with the published requirements of the applicable jurisdictional entities.

This scope of work assumes only minor grading modifications and erosion control measures will be required within the project area. A/E will provide the following services to support this Phase of the work:

1. Preparation of plans for the following items:
    a. Project site plan and dimensional layout (utilizing plan developed in Phase 1 above)
    b. On-site grading plan
    c. Erosion and sedimentation control plan and details
    d. Existing conditions and demolition plan
    e. General notes and special provisions
    f. Construction details
2. A/E will prepare the Engineer's summary letter addressing the requirements of the City of Austin with respect to the site design.
3. This scope of work does not provide for structural design of retaining walls or foundations, review of walls or designed by others, nor inclusion of structural details of any kind.
4. Construction specifications will generally be included on the construction drawings. A/E intends to use City of Austin Standard Construction Specifications. If applicable specifications are not available through these entities, Engineering firm intends to utilize other City Standard Construction Specifications which are acceptable to the jurisdictional authorities. Separate individual specifications can be prepared for the Project as an Additional Service.
5. Site plan revisions received after commencement of this Phase may require an additional service.

Regulatory Review and Permitting

Note: The County shall be responsible for all registration and plan review fees associated with the
review, permitting and approvals for this project.

1. City of Austin Site Plan Exemption

A/E understands that the proposed improvements will include impervious cover of less than 1,000 square feet in area. Therefore, it is assumed that only a site plan exemption will be required by the City of Austin prior to the start of construction activities. A/E will prepare and submit site civil construction plans as well as the application for the site plan exemption to the City of Austin Development Services Department who will review the plans for compliance. We will coordinate our services with others as required to support the application, monitor the status of the application, respond to "normal" comments, as defined by the A/E and agreed to by the A/E, provided by the Development Services staff, and make "normal" revisions to complete the application in accordance with staff

comments in an effort to obtain approval of the application. A/E assumes that two (2) rounds of comments will be
required to be processed.
2. It is assumed that a City of Austin Site Plan Exemption will be granted for the project. If production and processing of additional approvals are required, this work will be provided as an additional service for an additional fee.

Bid Phase Services
A/E will provide assistance to the County in the bidding process by attending one (1) pre-bid conference, responding to questions from bidders for the project and providing clarifications as reasonably needed. A/E will prepare contract addenda as necessary to incorporate into the construction document package. A/E will review final bids and provide feedback to the County if requested.

Construction Administration
A/E will provide the County with the construction phase services listed below, which are related solely to the civil site improvements under this contract. The County will administer all construction contracts. A/E will:

1. Make periodic visits to the project site, as requested by the County, in order to observe the progress and quality of the civil aspects of the work of the construction contractor. Based on A/E's site visits, A/E will inform the County as to the progress of the work and advise the County of any substantial defects and deficiencies in the work of the contractor which are discovered by A/E or are otherwise brought to A/E's attention. For the purposes of this scope, a maximum of two (2) site visits is included with this task.
2. Attend construction meetings, as requested by the County, with the County, Contractor, or other members of the project team. For the purposes of this scope, a maximum of two (2) meetings is included with this task.
3. Consult with and advise the County and issue instructions to the contractor on civil engineering items requested by the County.
4. Upon substantial completion of construction, conduct, in company with the County, an observation of the civil facilities of the project for conformance with the design concept of the project and in general compliance with the Contract.
5. Provide Engineer’s concurrence letter, if required, to the jurisdictional authorities indicating that the civil-related portions of the project were constructed in general conformance with the construction plans and specifications.

A/E shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incidental to the work of the Contractor. A/E shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions, or the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

Project Close-out
Upon County’s acceptance of the construction, A/E will perform the following tasks:

1. Conduct, in company with the County, a final observation of the civil facilities of the project to confirm construction has been completed in general accordance with the Contract Documents.
2. Prepare changes to the original ACAD/Civil 3D files of the project to reflect changes made and noted by the Contractor
3. Prepare record documents that incorporate the as-built construction information as provided by the Contractor. The Contractor shall provide the following information to

A/E: Documented changes to the plans regarding paving, utilities, drainage and equipment installed. The changes shall include the material, type, size, location, and nature of all facility improvements including above ground and underground facilities.

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

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

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

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

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

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

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

~~**Phase II - DESIGN DEVELOPMENT –** 60% Plans, Specifications and Estimate~~ (Not Provided)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

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

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

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

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

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

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

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

C. Conduct and oversee pre-construction meeting.

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

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

F. Conduct and oversee bi-weekly progress meetings.

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

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

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

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

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract

has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

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

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

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

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

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

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

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

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

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

		$	**39,250**	100%
87%	**Eckermann Engineering, Inc.**	**$**	**34,250**	
3%	**Cuplin & Associates Surveyors & Planners, Inc.**	**$**	**1,200**	
10%	**Raba Kistner, Inc.**	**$**	**3,800**	
Phase I - SCHEMATIC DESIGN		**$**	**14,000**	36%
	Eckermann Engineering, Inc.	$	9,000	
	Cuplin & Associates Surveyors & Planners, Inc.	$	1,200	
	Raba Kistner, Inc.	$	3,800	
~~**Phase II - DESIGN DEVELOPMENT**~~ **NOT INCLUDED**		**$**	**-**	0%
	~~Eckermann Engineering, Inc.~~	$	-	
	~~Cuplin & Associates Surveyors & Planners, Inc.~~	$	-	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**9,500**	24%
	Eckermann Engineering, Inc.	$	9,500	
	Cuplin & Associates Surveyors & Planners, Inc.	$	-	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**4,750**	12%
	Eckermann Engineering, Inc.	$	4,750	
	Cuplin & Associates Surveyors & Planners, Inc.	$	-	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**3,200**	8%
	Eckermann Engineering, Inc.	$	3,200	
	Cuplin & Associates Surveyors & Planners, Inc.	$	-	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**4,800**	12%
	Eckermann Engineering, Inc.	$	4,800	

Cuplin & Associates Surveyors & Planners, Inc.	$	-	
Phase VII - PROJECT CLOSE-OUT	**$**	**3,000**	8%
Eckermann Engineering, Inc.	$	3,000	
Cuplin & Associates Surveyors & Planners, Inc.	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the Scope of Services described in **Exhibit A** of the Agreement in accordance with the time and/or dates et out herein.

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	**12/09/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	01/08/26
30% Plans, Specifications and Estimate deliverables	02/06/26
County written authorization to proceed to next phase	02/27/26
~~**Phase II - DESIGN DEVELOPMENT (NOT INCLUDED)**~~	
~~60% Plans, Specifications and Estimate deliverables~~	
~~County written authorization to proceed to next phase~~	
Phase III - CONSTRUCTION DOCUMENTS	
~~Site Development Plans application submittal to City~~	
Complete 100% Plans, Specifications and Estimate deliverables	03/30/26
County written authorization to proceed to next phase	04/20/26
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	04/27/26
Plans submittal/Site Permit Exemption application submittal to City	05/04/26
Construction Permits received from City	06/03/26
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	06/10/26

County advertises project for Bid	07/01/26
Contract Award	07/31/26

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	08/07/26
Construction Substantial Completion	10/06/26

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables - within sixty (60) days of a Final Certificate of payment and achievement of all requirements for achieving Final Completion of the Project.

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.

Eckermann Engineering, Inc.

Signature of Certifying Official

Derrek Eckermann
Printed Name of Certifying Official

President
Title of Certifying Official

11/24/2025
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

A/E and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1394135

Date Filed:
12/01/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Eckermann Engineering, Inc.
Lampasas, 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.
26.PARKS.BCRT.002
Civil Engineering Services

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

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

6 UNSWORN DECLARATION

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

My address i[redacted]

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

Executed in Lampasas County, State of Texas, on the 1 day of Dec. (month), 20 25. (year)

Derek Eckermann

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:
2025-1394135

Date Filed:
12/01/2025

Date Acknowledged:
12/01/2025

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

Eckermann Engineering, Inc.
Lampasas, 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.

26.PARKS.BCRT.002
Civil Engineering Services

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

5 Check only if there is NO Interested Party. [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 **25.**

Meeting Date: 12/09/2025

Award 2 of 4 of RFP #25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to Facility Interiors, 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 awarding RFP #25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to Facility Interiors, Inc. in the amount of Twenty-One Thousand Eight Hundred Thirteen Dollars and Sixty-Eight Cents ($21,813.68) and authorize execution of the agreement. The funding source is P577.

Background

Williamson County sent out over one thousand two hundred fifty-six (1,256) notifications and received eleven (11) submissions. The evaluation committee is recommending that Facility Interiors, Inc. be awarded 2 of 4 for RFP 25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to provide Workstations and office Furniture, Fixtures, and Equipment (FF&E) for the new Williamson County Headquarters. This Goods and Services Contract grand total is for package 6. This contract takes effect from the last party's date of execution and continues until May 15, 2026. The funding source is P577. Origination #4381 and the point of contact is Christi Stromberg with Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Services Contract

Recommendation Letter

Evaluation Sheet Redacted

Pricing Sheet

Form 1295 Facility Interiors, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:13 PM
Form Started By: Michelle McKinney		Started On: 12/01/2025 04:26 PM
Final Approval Date: 12/02/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
WITH
FACILITY INTERIORS, INC.
(County RFP# 25RFP86)

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 **Facility Interiors 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 and in accordance with the responses to the County's Request for Proposal (RFP) #25RFP86:

I.

Goods: Service Provider shall supply the County the goods described in the **package information sheet** attached as **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.

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 service includes the work described in the **package information sheet** 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.

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 goods, 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 May 15, 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 Twenty-One Thousand Eight Hundred Thirteen Dollars and Sixty-Eight Cents ($21,813.68).

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 in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL THIRD PARTY CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

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.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will, to the best of their knowledge, be of good quality and new unless otherwise required or permitted by the County, that the work will, to the best of their knowledge, be free from defects not inherent in the quality required or permitted by law or otherwise, and that to the best of their knowledge, 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.

XXIII.

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 **package information sheet**, marked as **Exhibit "A"**;
B. County's RFP #25RFP86, 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.

XXIV.

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

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

FACILITY INTERIORS INC.:

Steve Midkiff
Authorized Signature

Steve Midkiff
Printed Name

Date: November, 24 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 01 2025 Time: 3:54 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Dec 01 2025 **Time:** 8:34 am

Exhibit "A"
FACILITY INTERIORS INC.
PACKAGE INFORMATION SHEET

Williamson County

New Headquarters

Full Legal Name of Respondent: Facility Interiors

All Items in this Package must be included in the Proposal and all blanks filled in.

UNIT PRICES OF PACKAGE "6"

The Unit prices for the following items will apply in the event additions to or deductions from the work are authorized by written order. Contractor shall provide and install each item as listed below.

Code	Furniture Selection	Manufacturer	Qty.	Unit Cost	Ext. Cost
C7	Wilco Café Chair	Haworth	24	$452.78	$10,866.72
C8	Wilco Café Stool	Haworth	5	$700.00	$3,500.00
T8	Coffee Bar Tables	Haworth	7	$506.80	$3,547.60
T8A	Coffee Bar Tables	Haworth	3	$535.56	$1,606.68
T17	Library Table	Haworth	2	$495.73	$991.46

Total	**$20,512.46**
Installation Cost	$1,301.22
Freight Cost	$0.00
Grand Total For This Package	**$21,813.68**

November 13, 2025

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
100 Wilco Way
Georgetown, TX 78626

Re: 25RFP86
Wilco HQ FF&E
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions, the evaluation committee found the companies listed below to be the best-suited candidates to provide workstations, office furniture, fixtures, and equipment (FF&E) for the Williamson County Headquarters.

Based on the Committee's evaluation, Wilco Facilities Management recommends that the Williamson County Commissioners Court award 25RFP86 Wilco HQ FF&E to:

Workplace Solutions	Package 1: Teknion
	Package 10: Leland
Alfred Williams Co	Package 2: Sit On It
	Package 3: Herman Miller
	Package 5: Kimball
	Package 7: OFS
	Package 8: Landscape Forms
	Package 9: Grand Rapids Chair
Facility Interiors Inc	Package 6: Haworth
McCoy Rockford	Package 4: Steelcase
	Package 11: Open Market

Sincerely,

Dale Butler
Sr Director, Facilities Management

WILLIAMSON COUNTY
(512) 943-1599
Dale.butler@wilcotx.gov www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

WilcoHQ FF&E_CC RECOMMEND Letter - CORRECTION

Final Audit Report 2025-11-13

Created:	2025-11-13
By:	Gretchen Glenn (gretchen.glenn@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfswgmYQEVif9CTdJfYQA-g_oyIyvtbs0

"WilcoHQ FF&E_CC RECOMMEND Letter - CORRECTION" History

Document created by Gretchen Glenn (gretchen.glenn@wilco.org)
2025-11-13 - 8:19:43 PM GMT- IP address: 66.90.226.178

Document emailed to Dale Butler (dbutler@wilco.org) for signature
2025-11-13 - 8:20:23 PM GMT

Email viewed by Dale Butler (dbutler@wilco.org)
2025-11-13 - 9:48:54 PM GMT- IP address: 104.47.64.254

Document e-signed by Dale Butler (dbutler@wilco.org)
Signature Date: 2025-11-13 - 9:49:22 PM GMT - Time Source: server- IP address: 173.219.39.210

Agreement completed.
2025-11-13 - 9:49:22 PM GMT

Powered by Adobe Acrobat Sign

25RFP86 - WilcoHQ FF&E

Evaluation Criteria	Max Points	Alfred Williams Co	Facilities Resource Inc	Facility Interiors	Koll Office Interiors	McCoy Rockford	Office Design Concepts	Perry Contract Furniture	Shelton Keller Group	Workplace Solutions	Indeco Sales	Stryker Sales
Package 1: Teknion	100	81.5	0.0	0.0	74.5	0.0	0.0	0.0	73.5	100.0	Non-Responsive	Non-Responsive
Package 2: Sit On It	100	98.0	0.0	84.2	78.6	92.1	76.8	82.9	87.5	97.3	Non-Responsive	Non-Responsive
Package 3: Herman Miller	100	98.0	0.0	0.0	0.0	0.0	0.0	0.0	89.2	0.0	Non-Responsive	Non-Responsive
Package 4: Steelcase	100	68.5	0.0	0.0	0.0	95.0	0.0	0.0	60.9	0.0	Non-Responsive	Non-Responsive
Package 5: Kimball	100	98.0	79.2	80.0	76.6	89.9	0.0	78.4	86.6	0.0	Non-Responsive	Non-Responsive
Package 6: Haworth	100	73.0	0.0	78.1	0.0	0.0	0.0	0.0	76.6	0.0	Non-Responsive	Non-Responsive
Package 7: OFS	100	98.0	0.0	89.5	77.4	72.2	0.0	82.6	87.2	77.0	Non-Responsive	Non-Responsive
Package 8: Landscape Forms	100	98.0	0.0	83.1	0.0	0.0	0.0	0.0	85.6	0.0	Non-Responsive	Non-Responsive
Package 9: Grand Rapids Chair	100	98.0	0.0	67.5	78.9	90.6	0.0	79.6	89.0	95.2	Non-Responsive	Non-Responsive
Package 10: Leland	100	96.9	0.0	86.8	79.6	92.0	0.0	85.0	83.8	98.5	Non-Responsive	Non-Responsive
Package 11: Open Market	100	86.3	0.0	71.3	0.0	95.0	0.0	0.0	72.9	0.0	Non-Responsive	Non-Responsive

[redacted]

25RFP86 WilcoHQ FFE

Package Listing	Alfred Williams Co	Facilities Resource Inc	Facility Interiors	Koll Office Interiors	McCoy Rockford	Office Design Concepts	Perry Contract Furniture	Shelton Keller Group	Workplace Solutions	
	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	
Package 1: Teknion	$ 953,284.84			$ 1,082,479.19				$ 954,247.93	$ 798,999.98	
Package 2: Sit On It	$ 198,957.56		$ 232,677.32	$ 236,599.29	$ 214,656.18	$ 216,238.51	$ 209,944.53	$ 212,024.21	$ 213,630.64	
Package 3: Herman Miller	$ 111,525.84							$ 113,717.42		
Package 4: Steelcase	$ 8,465.11				$ 4,346.56			$ 8,307.68		
Package 5: Kimball	$ 52,379.90	$ 61,235.74	$ 69,949.33	$ 66,380.23	$ 60,046.12		$ 62,796.37	$ 57,253.53		
Package 6: Haworth	$ 15,321.26		$ 21,813.68					$ 23,000.59		
Package 7: OFS	$ 22,201.71		$ 22,472.70	$ 27,404.63	$ 51,695.32		$ 23,618.89	$ 23,841.42	$ 52,158.27	
Package 8: Landscape Forms	$ 73,203.95		$ 88,336.66					$ 82,321.54		
Package 9: Grand Rapids Chair	$ 18,236.10		$ 41,631.75	$ 21,535.13	$ 20,508.72		$ 21,079.50	$ 18,720.28	$ 20,747.79	
Package 10: Leland	$ 62,145.61		$ 65,624.98	$ 69,963.25	$ 65,394.88		$ 60,455.11	$ 71,614.66	$ 62,785.11	
Package 11: Open Market	$ 12,290.04		$ 16,331.79		$ 8,683.49			$ 15,147.57		
Total										$ 1,373,133.88
	$ 476,505.06		$ 21,813.68		$ 13,030.05			$ 861,785.09	$ 1,373,133.88	

Alternate brands noted in RED

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:
2025-1393203

Date Filed:
11/24/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Facility Interiors, Inc.
Carrollton, 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.
25RFP86
Wilco HQ Furniture, Fixtures, and Equipment (FF&E)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Walters, Cleo	Carrollton, TX United States	X	
Larson, Carley	Carrollton, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Denton County, State of Texas, on the 24th day of November (month), 2025 (year).

Steve Midkiff
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:
2025-1393203

Date Filed:
11/24/2025

Date Acknowledged:
12/01/2025

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

Facility Interiors, Inc.
Carrollton, 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.

25RFP86
Wilco HQ Furniture, Fixtures, and Equipment (FF&E)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Walters, Cleo	Carrollton, TX United States	X	
Larson, Carley	Carrollton, 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 **26.**

Meeting Date: 12/09/2025

Award 4 of 4 of RFP #25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to McCoy-Rockford, 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 awarding RFP #25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to McCoy-Rockford, Inc. in the amount of Thirteen Thousand Thirty Dollars and Five Cents ($13,030.05) and authorize execution of the agreement. The funding source is P577.

Background

Williamson County sent out over one thousand two hundred fifty-six (1,256) notifications and received eleven (11) submissions. The evaluation committee is recommending that McCoy-Rockford Inc. be awarded 4 of 4 for RFP 25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to provide Workstations and office Furniture, Fixtures, and Equipment (FF&E) for the new Williamson County Headquarters. This Goods and Services Contract grand total is for packages 4 and 11. This contract takes effect from the last party's date of execution and continues until May 15, 2026. The funding source is P577. Origination #4383 and the point of contact is Christi Stromberg with Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Services Contract

Recommendation Letter

Evaluation Sheet Redacted

Pricing Sheet

Form 1295 McCoy Rockford Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:11 PM
Form Started By: Michelle McKinney		Started On: 12/01/2025 02:46 PM
Final Approval Date: 12/02/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
WITH
MCCOY-ROCKFORD, INC.
(County RFP# 25RFP86)

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 **McCoy-Rockford 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 and in accordance with the responses to the County's Request for Proposal (RFP) #25RFP86:

I.

Goods: Service Provider shall supply the County the goods described in the **package information sheets** attached as **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.

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 service includes the work described in the **package information sheets** 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.

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 goods, 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 May 15, 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 Thirteen Thousand Thirty Dollars and Five Cents ($13,030.05).

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 in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL THIRD PARTY CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

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.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will, to the best of their knowledge, be of good quality and new unless otherwise required or permitted by the County, that the work will, to the best of their knowledge, be free from defects not inherent in the quality required or permitted by law or otherwise, and that to the best of their knowledge, 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.

XXIII.

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 **package information sheets**, marked as **Exhibit "A"**;
B. County's RFP #25RFP86, 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.

XXIV.

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

[SIGNATURE PAGE TO FOLLOW]

Exhibit "A"
MCCOY-ROCKFORD INC.
PACKAGE INFORMATION SHEETS

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___

MCCOY-ROCKFORD INC.:

Authorized Signature

STACEY ANDREWARTHA
Printed Name

Date: 11, 25 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 01 2025 Time: 1:55 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Dec 01 2025 **Time:** 8:30 am

Williamson County

New Headquarters

Full Legal Name of Respondent: **McCoy Rockford, Inc**

All Items in this Package must be included in the Proposal and all blanks filled in.

UNIT PRICES OF PACKAGE "4"

The Unit prices for the following items will apply in the event additions to or deductions from the work are authorized by written order. Contractor shall provide and install each item as listed below.

Code	Furniture Selection	Manufacturer	Qty.	Unit Cost	Ext. Cost
A2	Wall Mounted Markerboard	Steelcase	1	$396.80	$396.80
C11	Guest Mobile Stool	Steelcase	4	$263.45	$1,053.80
T6	Console Table	Steelcase	3	$637.70	$1,913.10

Total	**$3,363.70**
Installation Cost	$982.86
Freight Cost	$0.00
Total for Package 4	**$4,346.56**

Williamson County

New Headquarters

Full Legal Name of Respondent: **McCoy Rockford, Inc**

All Items in this Package must be included in the Proposal and all blanks filled in.

UNIT PRICES OF PACKAGE "11"

The Unit prices for the following items will apply in the event additions to or deductions from the work are authorized by written order. Contractor shall provide and install each item as listed below.

Code	Furniture Selection	Manufacturer	Qty.	Unit Cost	Ext. Cost
S4	Open Wire Shelving		3	$235.63	$706.89
SM3	Heavy Duty Shelving		22	$258.62	$5,689.64

Total	**$6,396.53**
Installation Cost	$2,286.96
Freight Cost	$0.00
Total for Package 11	**$8,683.49**

Grand Total for Packages 4, 11 **$13,030.05**

November 13, 2025

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
100 Wilco Way
Georgetown, TX 78626

Re: 25RFP86
Wilco HQ FF&E
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions, the evaluation committee found the companies listed below to be the best-suited candidates to provide workstations, office furniture, fixtures, and equipment (FF&E) for the Williamson County Headquarters.

Based on the Committee's evaluation, Wilco Facilities Management recommends that the Williamson County Commissioners Court award 25RFP86 Wilco HQ FF&E to:

Workplace Solutions	Package 1: Teknion
	Package 10: Leland
Alfred Williams Co	Package 2: Sit On It
	Package 3: Herman Miller
	Package 5: Kimball
	Package 7: OFS
	Package 8: Landscape Forms
	Package 9: Grand Rapids Chair
Facility Interiors Inc	Package 6: Haworth
McCoy Rockford	Package 4: Steelcase
	Package 11: Open Market

Sincerely,

Dale Butler
Sr Director, Facilities Management

WILLIAMSON COUNTY
(512) 943-1599
Dale.butler@wilcotx.gov www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

WilcoHQ FF&E_CC RECOMMEND Letter - CORRECTION

Final Audit Report 2025-11-13

Created:	2025-11-13
By:	Gretchen Glenn (gretchen.glenn@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfswgmYQEVif9CTdJfYQA-g_oyIyvtbs0

"WilcoHQ FF&E_CC RECOMMEND Letter - CORRECTION" History

Document created by Gretchen Glenn (gretchen.glenn@wilco.org)
2025-11-13 - 8:19:43 PM GMT- IP address: 66.90.226.178

Document emailed to Dale Butler (dbutler@wilco.org) for signature
2025-11-13 - 8:20:23 PM GMT

Email viewed by Dale Butler (dbutler@wilco.org)
2025-11-13 - 9:48:54 PM GMT- IP address: 104.47.64.254

Document e-signed by Dale Butler (dbutler@wilco.org)
Signature Date: 2025-11-13 - 9:49:22 PM GMT - Time Source: server- IP address: 173.219.39.210

Agreement completed.
2025-11-13 - 9:49:22 PM GMT

Powered by Adobe Acrobat Sign

25RFP86 - WilcoHQ FF&E

Evaluation Criteria	Max Points	Alfred Williams Co	Facilities Resource Inc	Facility Interiors	Koll Office Interiors	McCoy Rockford	Office Design Concepts	Perry Contract Furniture	Shelton Keller Group	Workplace Solutions	Indeco Sales	Stryker Sales
Package 1: Teknion	100	81.5	0.0	0.0	74.5	0.0	0.0	0.0	73.5	100.0	Non-Responsive	Non-Responsive
Package 2: Sit On It	100	98.0	0.0	84.2	78.6	92.1	76.8	82.9	87.5	97.3	Non-Responsive	Non-Responsive
Package 3: Herman Miller	100	98.0	0.0	0.0	0.0	0.0	0.0	0.0	89.2	0.0	Non-Responsive	Non-Responsive
Package 4: Steelcase	100	68.5	0.0	0.0	0.0	95.0	0.0	0.0	60.9	0.0	Non-Responsive	Non-Responsive
Package 5: Kimball	100	98.0	79.2	80.0	76.6	89.9	0.0	78.4	86.6	0.0	Non-Responsive	Non-Responsive
Package 6: Haworth	100	73.0	0.0	78.1	0.0	0.0	0.0	0.0	76.6	0.0	Non-Responsive	Non-Responsive
Package 7: OFS	100	98.0	0.0	89.5	77.4	72.2	0.0	82.6	87.2	77.0	Non-Responsive	Non-Responsive
Package 8: Landscape Forms	100	98.0	0.0	83.1	0.0	0.0	0.0	0.0	85.6	0.0	Non-Responsive	Non-Responsive
Package 9: Grand Rapids Chair	100	98.0	0.0	67.5	78.9	90.6	0.0	79.6	89.0	95.2	Non-Responsive	Non-Responsive
Package 10: Leland	100	96.9	0.0	86.8	79.6	92.0	0.0	85.0	83.8	98.5	Non-Responsive	Non-Responsive
Package 11: Open Market	100	86.3	0.0	71.3	0.0	95.0	0.0	0.0	72.9	0.0	Non-Responsive	Non-Responsive

[redacted]

25RFP86 WilcoHQ FFE

Package Listing	Alfred Williams Co	Facilities Resource Inc	Facility Interiors	Koll Office Interiors	McCoy Rockford	Office Design Concepts	Perry Contract Furniture	Shelton Keller Group	Workplace Solutions	
	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	
Package 1: Teknion	$ 953,284.84			$ 1,082,479.19				$ 954,247.93	$ 798,999.98	
Package 2: Sit On It	$ 198,957.56		$ 232,677.32	$ 236,599.29	$ 214,656.18	$ 216,238.51	$ 209,944.53	$ 212,024.21	$ 213,630.64	
Package 3: Herman Miller	$ 111,525.84							$ 113,717.42		
Package 4: Steelcase	$ 8,465.11				$ 4,346.56			$ 8,307.68		
Package 5: Kimball	$ 52,379.90	$ 61,235.74	$ 69,949.33	$ 66,380.23	$ 60,046.12		$ 62,796.37	$ 57,253.53		
Package 6: Haworth	$ 15,321.26		$ 21,813.68					$ 23,000.59		
Package 7: OFS	$ 22,201.71		$ 22,472.70	$ 27,404.63	$ 51,695.32		$ 23,618.89	$ 23,841.42	$ 52,158.27	
Package 8: Landscape Forms	$ 73,203.95		$ 88,336.66					$ 82,321.54		
Package 9: Grand Rapids Chair	$ 18,236.10		$ 41,631.75	$ 21,535.13	$ 20,508.72		$ 21,079.50	$ 18,720.28	$ 20,747.79	
Package 10: Leland	$ 62,145.61		$ 65,624.98	$ 69,963.25	$ 65,394.88		$ 60,455.11	$ 71,614.66	$ 62,785.11	
Package 11: Open Market	$ 12,290.04		$ 16,331.79		$ 8,683.49			$ 15,147.57		
Total										$ 1,373,133.88
	$ 476,505.06		$ 21,813.68		$ 13,030.05			$ 861,785.09	$ 1,373,133.88	

Alternate brands noted in RED

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:
2025-1393541

Date Filed:
11/25/2025

Date Acknowledged:

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

McCoy Rockford
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.

WILCO

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

25RFP86
Custom Office Furniture

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

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

6 UNSWORN DECLARATION

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

[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:
2025-1393541

Date Filed:
11/25/2025

Date Acknowledged:
12/01/2025

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

McCoy Rockford
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.

WILCO

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

25RFP86
Custom Office Furniture

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **27.**

Meeting Date: 12/09/2025

25IFB63 CR 175 Milling and Inlay - Change Order#1 - Balancing

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding Change Order #1 in the amount of ($82,644.12) for Project 25IFB63 CR 175 Milling and Inlay with Asphalt Inc. LLC dba Lone Star Paving Company. Funding Source: 01.0200.0210.003599.

Background

This Change Order adjusts item quantities to the final amount used and provides for the final balancing of the project. All work has been completed. The original contract amount was $1,608,109.35. With this change order in the amount of ($82.644.12), the final contract amount will be $1,525,465.23. This change order reduces the original contract amount by 5.14%.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB63 CO1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:39 PM
Form Started By: Jenifer Favreau		Started On: 12/01/2025 10:34 AM
Final Approval Date: 12/02/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	7/23/2025
Project Number:	25IFB63
Funding Source:	
Roadway:	County Road 175

NTP Required:

Contractor: Asphalt Inc. LLC dba Lone Star Paving Company ☐ Yes ☑ No

Project Name: CR175 Milling and Inlay

Change Order Work Limits: Sta. _____ to Sta. _____

Type of Change(on federal-aid non-exempt projects): NA (Major/Minor)

Reasons: 2E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

Miscellaneous Changes In Site Conditions

Work to be performed in accordance with Items: _____

New or revised plan sheet(s) are attached and numbered: _____

New Special Provisions/Specifications to the contract are attached: ☑ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 11/26/2025

By _____

Typed/Printed Name Jon Wickes

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount reduced by this change order: ($82,644.12)

Original Contract Amount: $1,608,109.35

Total Change Orders To-Date: 1

Percent Change in Original Contract: -5.14%

RECOMMENDED FOR EXECUTION:

_____ 11/26/25
Williamson County Construction Staff Date

_____ 11/26/25
Director of Road and Bridge Date

RECOMMENDED FOR EXECUTION:

_____ 11/26/25
Department of Infrastructure
Williamson County Date

APPROVED:

_____
3rd Party Signature Date

_____
Presiding Officer of the
Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

Change Order *1* *Project #* *25IFB63*

TABLE B: Contract Items (*Continued*)

ITEM		DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
					QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
316	7011	ASPH (CRS-2)	GAL	$2.60	17,584.00	$45,718.40	416.00	18,000.00	$46,800.00	$1,081.60
316	7173	AGGR (TY-B GR-4 SAC-B)	CY	$112.00	437.00	$48,944.00	(12.00)	425.00	$47,600.00	($1,344.00)
341	7001	D-GR HMA TY-B PG64-22	TON	$109.25	3,080.00	$336,490.00	(457.33)	2,622.67	$286,526.70	($49,963.30)
341	7048	D-GR HMA TY-D PG70-22	TON	$125.00	8,290.00	$1,036,250.00	(293.93)	7,996.07	$999,508.75	($36,741.25)
354	7052	PLANE ASPH CONC PAV (3")	SY	$1.55	50,238.00	$77,868.90	(865.55)	49,372.45	$76,527.30	($1,341.60)
354	7057	PLANE ASPH CONC PAV (8")	SY	$4.00	7,000.00	$28,000.00	(915.13)	6,084.87	$24,339.48	($3,660.52)
500	7001	MOBILIZATION	LS	$6,550.00	1.00	$6,550.00	0.00	1.00	$6,550.00	$0.00
502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$5,300.00	1.00	$5,300.00	0.00	1.00	$5,300.00	$0.00
662	7112	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	$1.50	329.00	$493.50	0.00	329.00	$493.50	$0.00
666	7023	REFL PAV MRK TY I (W) 8" SLD (90 MIL)	LF	$1.55	1,161.00	$1,799.55	476.00	1,637.00	$2,537.35	$737.80
666	7035	REFL PAV MRK TY I (W) 24" SLD (90 MIL)	LF	$11.00	143.00	$1,573.00	268.00	411.00	$4,521.00	$2,948.00
666	7041	REFL PAV MRK TY I (W) ARROW (90 MIL)	EA	$395.00	5.00	$1,975.00	11.00	16.00	$6,320.00	$4,345.00
666	7065	REFL PAV MRK TY I (W) WORD (90 MIL)	EA	$395.00	6.00	$2,370.00	4.00	10.00	$3,950.00	$1,580.00
666	7168	RE PM TY II (W) 4" (BRK)	LF	$0.25	3,638.00	$909.50	182.00	3,820.00	$955.00	$45.50
666	7171	RE PM TY II (W) 4" (SLD)	LF	$0.20	10,835.00	$2,167.00	(2,679.00)	8,156.00	$1,631.20	($535.80)
666	7179	RE PM TY II (W) 8" (SLD)	LF	$0.75	1,161.00	$870.75	489.00	1,650.00	$1,237.50	$366.75
666	7184	RE PM TY II (W) 24" (SLD)	LF	$1.90	143.00	$271.70	268.00	411.00	$780.90	$509.20
666	7186	REFL PAV MRK TY II (W) ARROW	EA	$60.00	10.00	$600.00	6.00	16.00	$960.00	$360.00
666	7194	REFL PAV MRK TY II (W) WORD	EA	$60.00	6.00	$360.00	4.00	10.00	$600.00	$240.00
666	7401	REFL PAV MRK TY I (W) 4" BRK (90 MIL)	LF	$0.60	3,638.00	$2,182.80	162.00	3,800.00	$2,280.00	$97.20
666	7404	REFL PAV MRK TY I (W) 4" SLD (90 MIL)	LF	$0.55	10,835.00	$5,959.25	(2,554.00)	8,281.00	$4,554.55	($1,404.70)
672	7006	REFL PAV MRKR TY II-C-R	EA	$4.00	364.00	$1,456.00	9.00	373.00	$1,492.00	$36.00
The "Totals" from Table B of the previous work sheet:						$0.00			$0.00	$0.00
						$1,608,109.35			$1,525,465.23	($82,644.12)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **28.**

Meeting Date: 12/09/2025

Alliance 21RFSQ14 R&B WA4 SA1 Wilco Design Roadway Schematic CR 233 & CR 240 Package

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. 4 under the Williamson County Contract between Alliance Transportation Group, LLC and Williamson County dated June 14, 2022, for Wilco Design Roadway Schematic CR 233 & CR 240 Package.

Background

This supplemental is to extend the expiration date to December 31, 2026. Funding source: P705.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance 21RFSQ14 R&B WA4 SA1 Wilco Design Roadway Schematic CR 233 & CR 240 Package

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/20/2025 04:14 PM
Form Started By: Vicky Edwards		Started On: 11/20/2025 11:52 AM
Final Approval Date: 11/20/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. __1
TO
WORK AUTHORIZATION NO. __4_

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Wilco Design Roadway Schematic CR233 & CR240 Package

This Supplemental Work Authorization No. _1__ to Work Authorization No. _4___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated June 14, 2022 ("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. __4__ dated effective July 29, 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
Chad Andrew Wood, P.E., PTOE	Steven Snell
Printed Name	Printed Name
Executive VP, COO	Williamson County Judge
Title	Title
10/17/2025	
Date	Date

Attachment C - Work Schedule

Alliance Transportation Group, LLC. will provide Engineering Services for drainage analysis and design and roadway schematics and project management for CR 233 and CR 240.

Commissioners Court - Regular Session **29.**

Meeting Date: 12/09/2025

Alliance 24RFSQ22 R&B WA1 SA2 Wilco 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. 2 to Work Authorization No. 1 under the Williamson County Contract between Alliance Transportation Group, LLC and Williamson County dated March 19, 2024, for Wilco Transportation Plan.

Background

This supplemental is to increase the maximum amount payable to $803,278.00. Funding source: P621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance 24RFSQ22 R&B WA1 SA2 LRTP

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/24/2025 04:27 PM
Form Started By: Vicky Edwards		Started On: 11/24/2025 11:29 AM
Final Approval Date: 11/24/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:

Wilco Transportation Plan

This Supplemental Work Authorization No. _2__ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **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 maximum amount payable for services under the Work Authorization is hereby increased from $_703,278.00____ to $_803,278.00___. 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
Ed Elam, AICP,PTP,TSSP-Rail/Bus	Steven Snell
Printed Name	Printed Name
Sr. VP - Planning Practice Leader	Williamson County Judge
Title	Title
11/24/2025	
Date	Date

Attachment C - Work Schedule

Alliance Transportation Group, LLC shall provide professional engineering services, which may include, but are not limited to: updating the Williamson County Transportation Plan; preparing traffic models for various traffic and growth scenarios; and assisting County staff with development-related matters as requested by the Senior Director of Infrastructure.

Commissioners Court - Regular Session **30.**

Meeting Date: 12/09/2025

Alliance 21RFSQ14 R&B WA1 SA3 On Call Small Drainage & Roadway Projects

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Alliance Transportation Group, LLC and Williamson County dated June 14, 2022 for On Call Design Engineering Services for Small Drainage and Small Roadway Projects.

Background

This supplemental is to extend the expiration date to December 31, 2026. Funding source: 01.0200.0210.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance 21RFSQ14 R&B WA1 SA3 On Call Small Drainage & Roadway Projects

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/20/2025 04:11 PM
Form Started By: Vicky Edwards		Started On: 11/20/2025 11:40 AM
Final Approval Date: 11/20/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. __3
TO
WORK AUTHORIZATION NO. __1__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Design Engineering Services for Small Drainage and Small Roadway Projects

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 June 14, 2022 ("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 November 1, 2022 (the "Work Authorization");

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

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

AGREEMENT

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

I. The 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
Chad Andrew Wood, P.E., PTOE	Steven Snell
Printed Name	Printed Name
Executive VP, COO	Williamson County Judge
Title	Title
10/17/2025	
Date	Date

Attachment C - Work Schedule

Alliance Transportation Group, LLC. will provide assigned On Call Engineering Services to support Williamson County Road and Bridge Division relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within Williamson County.

Commissioners Court - Regular Session **31.**

Meeting Date: 12/09/2025

Corridor A3 – LJA – SWA#2 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 1 to the Corridor A3 contract executed on December 18, 2024, between Williamson County and LJA Engineering, Inc. relating to the LTP/Corridor Program.

Background

This Supplemental No. 2 to Work Authorization No. 1 extends the termination date to February 28, 2026. Project: P630 Fund Source: LTP/Corridor Program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor A3 – LJA – SWA#2 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:23 AM
Form Started By: Ragan Riggs		Started On: 12/01/2025 10:22 AM
Final Approval Date: 12/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
CORRIDOR A3 from SH 95 to US 79

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated December 18th, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective January 31st, 2025(the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The Work Authorization shall terminate on February 28th, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

ENGINEER:
LJA Engineering, Inc.

By: _____
Signature

Derek Bohls
Printed Name

Vice President
Title

11/10/2025
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

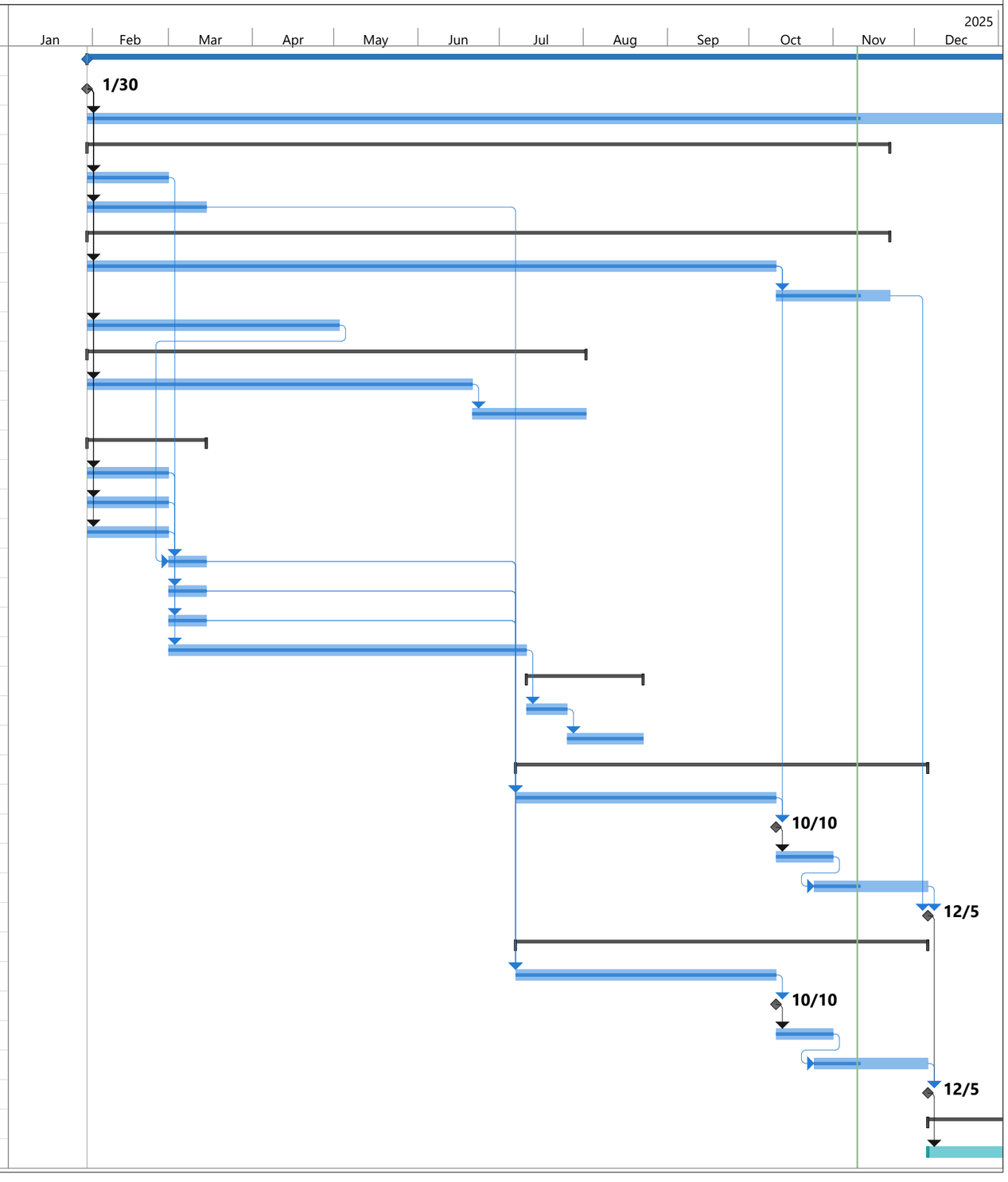
LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 3:04 pm, Nov 24, 2025

ATTACHMENT C - WORK SCHEDULE

ID	Task Name	Duration	Start	Finish	% Complete
0	**Corridor A3**	**395 days**	**Thu 1/30/25**	**Sat 2/28/26**	**85%**
1	NTP	0 days	Thu 1/30/25	Thu 1/30/25	100%
2	Project Management	395 days	Thu 1/30/25	Sat 2/28/26	72%
3	**Route and Design Studies**	**296 days**	**Thu 1/30/25**	**Fri 11/21/25**	**99%**
4	ICE Report	30 days	Thu 1/30/25	Fri 2/28/25	100%
5	Data Collection	44 days	Thu 1/30/25	Fri 3/14/25	100%
6	**Environmental**	**296 days**	**Thu 1/30/25**	**Fri 11/21/25**	**96%**
7	Draft Constraints Analysis Report	254 days	Thu 1/30/25	Fri 10/10/25	100%
8	Final Constraints Analysis Report	42 days	Sat 10/11/25	Fri 11/21/25	74%
9	**Stakeholder Coordination**	93 days	Thu 1/30/25	Fri 5/2/25	100%
10	**ROW Mapping**	**184 days**	**Thu 1/30/25**	**Fri 8/1/25**	**100%**
11	Draft Map & Affected Property Owner List	142 days	Thu 1/30/25	Fri 6/20/25	100%
12	Final Map & Affected Property Owner List	42 days	Sat 6/21/25	Fri 8/1/25	100%
13	**Alignment/Constraints Map**	**44 days**	**Thu 1/30/25**	**Fri 3/14/25**	**100%**
14	Draft Alignment/Constraints Map	30 days	Thu 1/30/25	Fri 2/28/25	100%
15	Draft Design Summary Form (DSF)	30 days	Thu 1/30/25	Fri 2/28/25	100%
16	Draft Typicals	30 days	Thu 1/30/25	Fri 2/28/25	100%
17	Final Alignment/Constraints Map	14 days	Sat 3/1/25	Fri 3/14/25	100%
18	Final Design Summary Form	14 days	Sat 3/1/25	Fri 3/14/25	100%
19	Final Typicals	14 days	Sat 3/1/25	Fri 3/14/25	100%
20	**Public Involvement**	**132 days**	**Sat 3/1/25**	**Thu 7/10/25**	100%
21	**Corridor Route Study**	**43 days**	**Fri 7/11/25**	**Fri 8/22/25**	**100%**
22	Draft Report	15 days	Fri 7/11/25	Fri 7/25/25	100%
23	Final Report	28 days	Sat 7/26/25	Fri 8/22/25	100%
24	**Schematic Development**	**152 days**	**Mon 7/7/25**	**Fri 12/5/25**	**84%**
25	Draft Schematic Development	96 days	Mon 7/7/25	Fri 10/10/25	100%
26	Submit Draft Schematic for Review	0 days	Fri 10/10/25	Fri 10/10/25	100%
27	Wilco Draft Review	21 days	Sat 10/11/25	Fri 10/31/25	100%
28	Final Schematic Development	42 days	Sat 10/25/25	Fri 12/5/25	40%
29	Submit Final Schematic	0 days	Fri 12/5/25	Fri 12/5/25	0%
30	**Drainage Study**	**152 days**	**Mon 7/7/25**	**Fri 12/5/25**	**84%**
31	Draft Drainage Study Development	96 days	Mon 7/7/25	Fri 10/10/25	100%
32	Submit Draft Drainage Study for Review	0 days	Fri 10/10/25	Fri 10/10/25	100%
33	GEC Review	21 days	Sat 10/11/25	Fri 10/31/25	100%
34	Final Drainage Study Development	42 days	Sat 10/25/25	Fri 12/5/25	40%
35	Submit Final Drainage Study	0 days	Fri 12/5/25	Fri 12/5/25	0%
36	**Final Revisions**	**85 days**	**Sat 12/6/25**	**Sat 2/28/26**	**0%**
37	Final Revisions Before Schematic Approval	85 days	Sat 12/6/25	Sat 2/28/26	0%



Commissioners Court - Regular Session **32.**

Meeting Date: 12/09/2025

On-Call Materials Testing – Terracon – WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 1 to the Material Testing and Geotechnical Services Road Bond On-Call (RM 2243 Phase 1A) contract executed September 11, 2024, between Williamson County and Terracon Consultants, Inc. relating to the 2023 Road Bond Program.

Background

This Work Authorization No. 1 is for materials and testing services on the RM 2243 construction project in the amount of $130,576.00 and terminates on December 31, 2028. Project: P326 Fund Source: Road Bond Program

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

On-Call Materials Testing – Terracon – WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:23 AM
Form Started By: Ragan Riggs		Started On: 12/01/2025 10:24 AM
Final Approval Date: 12/03/2025		

EXHIBIT C

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 1

PROJECT: 25IFB88 RM2243 PHASE 1A

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 11, 2024, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Terracon Consultants, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $ 130,576.00

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on December 31, 2028. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

Continued next page

ENGINEER:	COUNTY:
Terracon Consultants Inc.	Williamson County, Texas
By: Harrison Schneider Signature	By: _____ Signature
Harrison J Schneider Printed Name	_____ Printed Name
Department Manager II Title	_____ Title
11/05/2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 8:54 am, Nov 25, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED THE COUNTY
FOR 25IFB88-RM 2243 PHASE1A

In general, Williamson County and its representatives, to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager and any other points of contact, to be identified upon Notice of Proceed.

2. Provide construction manual and available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including project plans, quantity sheets, and bid form).

3. Provide a weekly material testing schedule and confirm/cancel requested services at least 24 hours in advance.

4. Assist with coordination with the contractor to provide sampling accommodation and appropriate sample storage areas.

5. Assist with Coordination between the Engineer and the County's other subconsultant.

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE ENGINEER

Perform sampling and testing of components and materials in accordance with the standard specifications, and all other standard and special specifications and special provisions applicable in this agreement. Meet the minimum sampling frequencies as described in Williamson County Quality Control/Quality Assurance Program included in Appendix A of the Project Construction Manual (PCM). The Contractor is responsible for Quality Control testing of all materials, except for Hot Mix Asphalt (HMA). Williamson County (Owner) is responsible for Quality Control testing of HMA and Quality Assurance testing of all other materials. The frequency and location will be according to the "Project Test" frequency as shown in Appendix B "TxDOT Guide Schedule for Sampling and Testing" of the PCM. For Quality Assurance testing, assume a frequency of 10% of the Contractor's QC testing. The estimated number of samples and tests are to be based on the project quantities in the executed construction contract.

- Ensure the testing is complete and the test results are distributed to the appropriate parties within 24 hours.
- Create and maintain organized files for each type of materials tested (soils, flexible base, HMA, Concrete, etc.).
- The Engineer shall prepare a project specific Quality Assurance and Quality Control Plan (QA/QC) and submit within 30 days of the Notice to Proceed.
- The Engineer shall provide certified personnel, outlined in their QA/QC plan that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must provide certifications and must maintain the certifications throughout the project. Williamson County reserves the right to require replacement of any technician during this contract if performance is determined to be unsatisfactory or the technician fails to maintain appropriate certifications.

- Engineers shall provide certified technicians in accordance with TxDOT Quality Assurance Programs for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed below.
- Provide sampling and testing personnel qualified to perform testing materials in the areas of Bituminous materials. The test methods for which individuals can be qualified are listed in Section 6 Sampling and Testing

Personnel Qualification Program of Williamson County Quality Control/Quality Assurance Program.

The required certifications include, but are not limited to:

- Hot Mix Asphalt Testing
  - Level I-A
  - Level I-B
  - Levell II
  - All other tests in the TxDOT Manual of Testing Procedures 200-F Series or ASTM procedures not covered in Level I-A, Level I-B, or Level II
- Concrete Testing
  - TxDOT QAP Program for Concrete Testing and/or
  - ACI Field Technician Certification Program
  - Other tests outline in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the TxDOT QAP Program.
- Soils & Aggregates
  - Series 100-E and 400-A Lime Series
- The Engineer shall attend up to 2 pre-activity meetings as requested by the Observer.

The Engineer shall:

- Review and recommend approval or rejection for all sampling and testing documentation submitted by the contractor for compliance with applicable State and federal regulations, standards, and contract
- requirements. Verify all material used meet specifications or identify materials that do not meet specifications and recommend corrective
- action.
- Certify that all materials used during construction meet the specifications of the contract documents.

Work closely with Williamson County to resolve all material discrepancies and reach resolution (use-as-installed, remove/replace, deduction/penalties) before the next monthly estimate.

- Create and maintain a material testing log for each type of material
- tested. The Engineer shall report failing tests to the Williamson County representative within twenty-four (24) hours.

DELIVERABLES:

The Engineer will provide the following:

- Testing documentation as applicable (field technician daily report, sample documentation, test result report, etc.) Monthly update of the
- Materials Test Log
- Certification Verifications
- Letters of Certification

Attachment C
Work Schedule

Terracon will provide construction materials and oversight testing services for Williamson County (County). These services will be provided as requested by the County or County's representative on an as-needed basis for the County's RM 2243 Phase 1A Project through December 31, 2028.

Attachment D

Fee Schedule

Materials Services
Hero Way(RM 2243 Phase 1A)
Terracon Proposal No. PAC251171

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Materials Observation & Testing Services						$ 130,576.00
Earthwork Observation & testing						$ 31,278.00
Utility trench & Foundation Testing						$ 5,192.00
Soils Technician	$ 70.00	3	hours	12	36	$ 2,520.00
TXDOT TEX-114E	$ 250.00	2	tests	1	2	$ 500.00
Combine sieve analysis (ASTM C136 and C117)	$ 150.00	2	tests	1	2	$ 300.00
Atterberg Limits (ASTM D4318)	$ 100.00	2	tests	1	2	$ 200.00
Organic Impurities in TXDOT - 408	$ 80.00	2	tests	1	2	$ 160.00
Vehicle, per trip	$ 60.00	1	trips	12	12	$ 720.00
Inplace Density/ Moisture test, Nuclear Method (ASTM D6938)	$ 22.00	3	tests	12	36	$ 792.00
Roadway Embankment testing						$ 9,660.00
Soils Technician	$ 70.00	3	hours	25	75	$ 5,250.00
TXDOT TEX-114E	$ 250.00	1	tests	1	1	$ 250.00
TXDOT TEX-113E	$ 350.00	1	tests	1	1	$ 350.00
Combine sieve analysis (ASTM C136 and C117)	$ 150.00	2	tests	1	2	$ 300.00
Atterberg Limits (ASTM D4318)	$ 100.00	2	tests	1	2	$ 200.00
Organic Impurities in TXDOT - 408	$ 80.00	2	tests	1	2	$ 160.00
Vehicle, per trip	$ 60.00	1	trips	25	25	$ 1,500.00
Inplace Density/ Moisture test, Nuclear Method (ASTM D6938)	$ 22.00	3	tests	25	75	$ 1,650.00
Lime treated Subgrade testing						$ 6,866.00
Soils Technician	$ 70.00	5	hours	6	30	$ 2,100.00
TXDOT TEX-113E	$ 350.00	1	tests	6	6	$ 2,100.00
Field Gradation of lime treated soil	$ 60.00	1	tests	6	6	$ 360.00
Atterberg Limits (ASTM D4318)	$ 100.00	6	tests	1	6	$ 600.00
Organic Impurities in TXDOT - 408	$ 80.00	6	tests	1	6	$ 480.00
Sulfate Content	$ 50.00	1	tests	1	1	$ 50.00
Depth Check of lime treared soil	$ 30.00	1	tests	6	6	$ 180.00
Soil Ph value	$ 40.00	1	tests	6	6	$ 240.00
Vehicle, per trip	$ 60.00	1	trips	6	6	$ 360.00
Inplace Density/ Moisture test, Nuclear Method (ASTM D6938)	$ 22.00	3	tests	6	18	$ 396.00
Base material testing						$ 9,560.00
Soils Technician	$ 70.00	3	hours	10	30	$ 2,100.00
TXDOT TEX-113 E	$ 350.00	2	tests	1	2	$ 700.00
Combine sieve analysis (ASTM C136 and C117)	$ 150.00	2	tests	1	2	$ 300.00
Atterberg Limits (ASTM D4318)	$ 100.00	2	tests	1	2	$ 200.00
Organic Impurities in TXDOT - 408	$ 80.00	2	tests	1	2	$ 160.00
TXDOTb TEX-116 E	$ 320.00	2	tests	1	2	$ 640.00
TXDOTb TEX-117 E	$ 2,100.00	2	tests	1	2	$ 4,200.00
Vehicle, per trip	$ 60.00	1	trips	10	10	$ 600.00
Inplace Density/ Moisture test, Nuclear Method (ASTM D6938)	$ 22.00	3	tests	10	30	$ 660.00
Concrete Testing						$ 39,555.00
Drainage & Culvert Structure						$ 3,040.00
Concrete Technician	$ 65.00	3	hours	8	24	$ 1,560.00
Compressive Strength of 4" x 8" Cylinder (ASTM C31 & C39)	$ 25.00	5	tests	8	40	$ 1,000.00
Vehicle, per trip	$ 60.00	1	trips	8	8	$ 480.00
Rigid Pavement, Ramp & Median						$ 5,680.00
Concrete Technician	$ 65.00	3	hours	8	24	$ 1,560.00
Concrete Technician OT	$ 97.50	2	hours	8	16	$ 1,560.00
Compressive Strength of 4" x 8" Cylinder (ASTM C31 & C39)	$ 25.00	8	tests	8	64	$ 1,600.00
Compressive Strength of 6" x 12" Cylinder (ASTM C31 & C39)	$ 30.00	2	tests	8	16	$ 480.00
Vehicle, per trip	$ 60.00	1	trips	8	8	$ 480.00
Sidewalks, Curb & Gutter						$ 9,500.00
Concrete Technician	$ 65.00	3	hours	25	75	$ 4,875.00
Compressive Strength of 4" x 8" Cylinder (ASTM C31 & C39)	$ 25.00	5	tests	25	125	$ 3,125.00
Vehicle, per trip	$ 60.00	1	trips	25	25	$ 1,500.00
Light and Traffic Signal Poles						$ 5,700.00
Concrete Technician	$ 65.00	3	hours	15	45	$ 2,925.00
Compressive Strength of 4" x 8" Cylinder (ASTM C31 & C39)	$ 25.00	5	tests	15	75	$ 1,875.00
Vehicle, per trip	$ 60.00	1	trips	15	15	$ 900.00
Shotcrete(Cl C) sample coring & lab testing						$ 2,280.00
Coring Crew	$ 150.00	5	hours	2	10	$ 1,500.00
Concrete core compression test (ASTM C39)	$ 60.00	3	tests	2	6	$ 360.00
Vehicle Mileage (Travel)	$ 60.00	1	trips	2	2	$ 120.00
Rental Equipment (Field Costs)	$ 150.00	1	days	2	2	$ 300.00
Soil Nail Anchor Pull Test Inspection						$ 640.00
Concrete Technician	$ 65.00	4	hours	2	8	$ 520.00
Vehicle, per trip	$ 60.00	1	trips	2	2	$ 120.00
Soil Nail and Grout						$ 1,125.00
Concrete Technician	$ 65.00	3	hours	3	9	$ 585.00
Compressive Strength of Masonry Block Prism (filled with grout)	$ 40.00	3	tests	3	9	$ 360.00
Vehicle, per trip	$ 60.00	1	trips	3	3	$ 180.00
Concrete Sample Pickup						$ 11,590.00

Attachment D

Fee Schedule

Materials Services
Hero Way(RM 2243 Phase 1A)
Terracon Proposal No. PAC251171

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Concrete Technician	$ 65.00	2	hours	61	122	$ 7,930.00
Vehicle, per trip	$ 60.00	1	trips	61	61	$ 3,660.00
Asphalt Testing						$ 39,783.00
Asphalt 1A Testing						$ 19,090.00
Asphalt Technician 1A	$ 70.00	8	hours	23	184	$ 12,880.00
Asphalt Technician 1A OT	$ 105.00	2	hours	23	46	$ 4,830.00
Vehicle, per trip	$ 60.00	1	trips	23	23	$ 1,380.00
Asphalt 1B Inspection & Testing						$ 19,090.00
Asphalt Technician 1B	$ 70.00	8	hours	23	184	$ 12,880.00
Asphalt Technician 1B OT	$ 105.00	2	hours	23	46	$ 4,830.00
Vehicle, per trip	$ 60.00	1	trips	23	23	$ 1,380.00
Seal Coat sample pickup						$ 777.00
Asphalt Technician 1A	$ 70.00	3	hours	1	3	$ 210.00
Specific Gravity (Density)	$ 98.00	1	tests	1	1	$ 98.00
Softening Point	$ 145.00	1	tests	1	1	$ 145.00
Ductility	$ 145.00	1	tests	1	1	$ 145.00
Elestic Recovery	$ 119.00	1	tests	1	1	$ 119.00
Vehicle, per trip	$ 60.00	1	trips	1	1	$ 60.00
Tack Coat sample pickup						$ 826.00
Asphalt Technician 1A	$ 70.00	3	hours	1	3	$ 210.00
Sayvolt Viscosity	$ 88.00	1	tests	1	1	$ 88.00
Sieve Test	$ 63.00	1	tests	1	1	$ 63.00
Specific Gravity (Density)	$ 98.00	1	tests	1	1	$ 98.00
Residue By Distrubution	$ 214.00	1	tests	1	1	$ 214.00
Penetration	$ 93.00	1	tests	1	1	$ 93.00
Vehicle, per trip	$ 60.00	1	trips	1	1	$ 60.00
Project Management / Administration						$ 19,960.00
Administration	$ 70.00	22	hours	1	22	$ 1,540.00
Project Manager	$ 160.00	105	hours	1	105	$ 16,800.00
Senior Project Manager	$ 180.00	9	hours	1	9	$ 1,620.00
Total						$ 130,576.00

Commissioners Court - Regular Session **33.**

Meeting Date: 12/09/2025

SH 195 at Ronald Reagan – WGI – SWA#7 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 7 to Work Authorization No. 1 to the SH 195 at Ronald Reagan Boulevard contract executed on April 7, 2020, between Williamson County and WGI, Inc. relating to the 2019 Road Bond Program.

Background

This Supplemental No. 7 to Work Authorization No. 1 extends the termination date to August 31, 2026. Project: P358 Fund Source: Road Bond Program

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SH 195 at Ronald Reagan – WGI – SWA#7 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:23 AM
Form Started By: Ragan Riggs		Started On: 12/01/2025 10:27 AM
Final Approval Date: 12/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _7_
TO
WORK AUTHORIZATION NO. _1_

WILLIAMSON COUNTY ROAD BOND PROJECT:
SH 195 at Ronald Reagan Blvd.

This Supplemental Work Authorization No. _7_ to Work Authorization No. _1_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 7, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and WGI, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1_ dated effective May 8, 2020 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The Work Authorization shall terminate on August 31, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

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

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

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

ENGINEER:	**COUNTY:**
WGI, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Keegan Larson, P.E.	_____
Printed Name	Printed Name
Vice President, Transportation	_____
Title	Title
11/19/2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment C – Work Schedule

APPROVED
By Christen Eschberger at 3:10 pm, Nov 24, 2025

SH 195 at Ronald Reagan Blvd.

Attachment C - Work Schedule

Activity	2020								2021												2022											
	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
	NTP																															
1. Project Management																																
2. Route and Design Studies																																
3. Public Involvement																																
4. Right of Way Mapping																																
5. Design Surveying																																
6. Environmental Services																																
7. Geotechnical Services																																
8. Plan Preparation (PS&E) Services																																
9. Bidding & Construction Phase Services														30%						60%										90%		

Activity	2023												2024											
	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
1. Project Management																								
2. Route and Design Studies																								
3. Public Involvement																								
4. Right of Way Mapping																								
5. Design Surveying																								
6. Environmental Services																								
7. Geotechnical Services																								
8. Plan Preparation (PS&E) Services																								
9. Bidding & Construction Phase Services				Final					Final					Final									Final	

Activity	2025												2026											
	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
			Advertise		Letting																			
1. Project Management																								
2. Route and Design Studies																								
3. Public Involvement																								
4. Right of Way Mapping																								
5. Design Surveying																								
6. Environmental Services																								
7. Geotechnical Services																								
8. Plan Preparation (PS&E) Services																								
9. Bidding & Construction Phase Services																								

Commissioners Court - Regular Session **34.**

Meeting Date: 12/09/2025

SE Loop, Ph 2 – JMT – SWA#8 to WA#5

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 8 to Work Authorization No. 5 to the Southeast Loop Phase 2 contract executed on March 13, 2017, between Williamson County and Johnson, Mirmiran & Thompson, Inc. relating to the 2019 Road Bond Program.

Background

This Supplemental No. 8 to Work Authorization No. 5 extends the termination date to April 30, 2026. Project: P392 Fund Source: Road Bond Program

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SE Loop, Ph 2 – JMT – SWA#8 to WA#5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:23 AM
Form Started By: Ragan Riggs		Started On: 12/01/2025 10:30 AM
Final Approval Date: 12/03/2025		

Docusign Envelope ID: B6D92293-C172-4655-8553-B2F5B7F61354

SUPPLEMENTAL WORK AUTHORIZATION NO. 8
TO
WORK AUTHORIZATION NO. 5

WILLIAMSON COUNTY ROAD BOND PROJECT:
Southeast Loop Phase 2 PS&E

This Supplemental Work Authorization No. 8 to Work Authorization No. 5 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 13, 2017 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Johnson, Mirmiran & Thompson, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 5 dated effective July 16, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The Work Authorization shall terminate on April 30, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C5-8" (must be attached).

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

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

Docusign Envelope ID: B6D92293-C172-4655-8553-B2F5B7F61354

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

ENGINEER:	**COUNTY:**
Johnson, Mirmiran & Thompson, Inc.	Williamson County
By: DocuSigned by: JASON WEST AD03723F2CDB444...	By:
Signature	Signature
Jason West	
Printed Name	Printed Name
Vice President	
Title	Title
11/19/2025 | 4:47:41 PM EST	
Date	Date

LIST OF ATTACHMENTS

Attachment C5-8 - Work Schedule

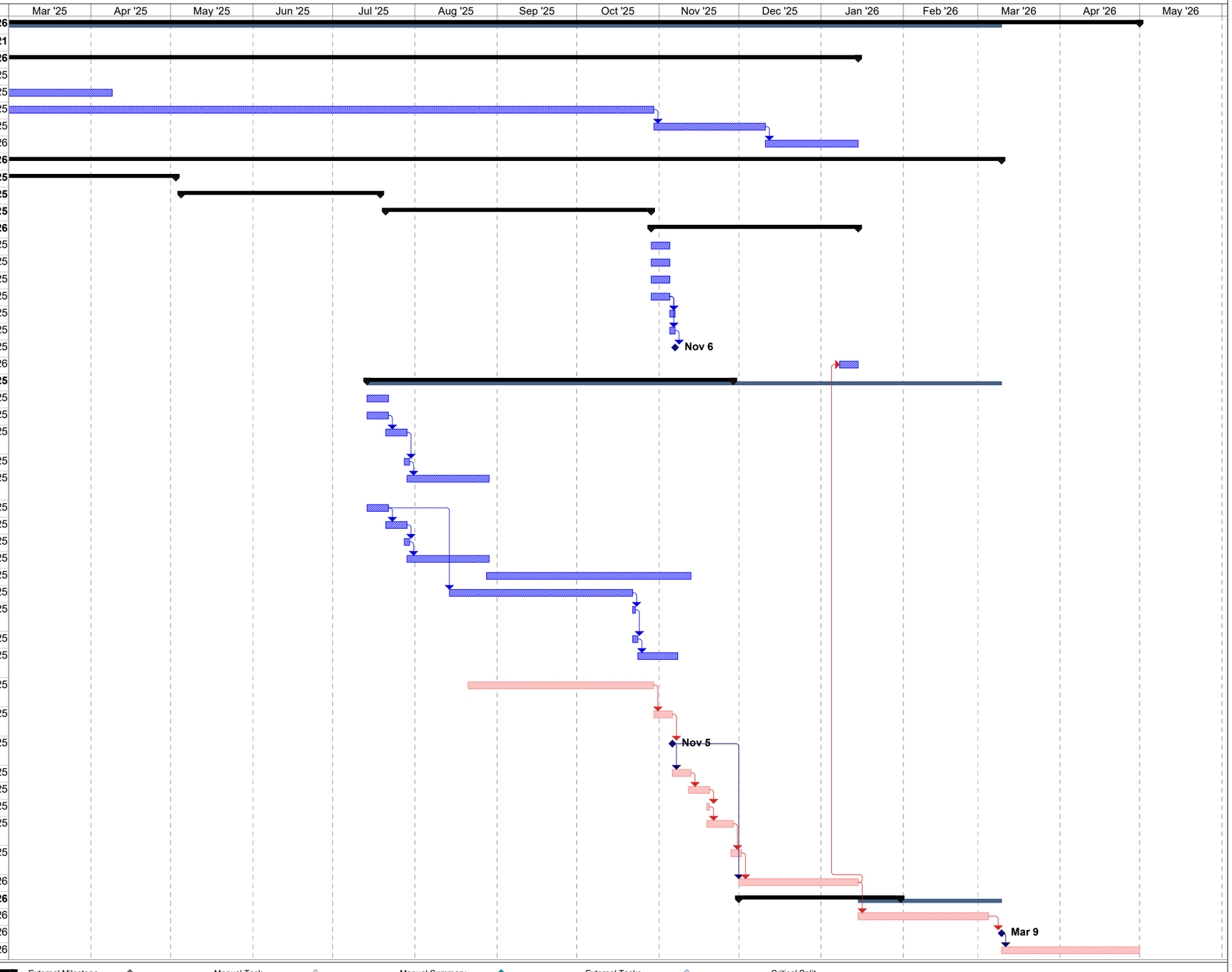
APPROVED
By Christen Eschberger at 3:06 pm, Nov 24, 2025

Willimson County, Texas
Southeast Loop Ph2

Southeast Loop Segment 2 Phase 1 PS&E

Attachment C5-8 - Work Schedule

ID	Task Name	Duration	Start	Finish
1	**Wilco Southeast Loop Ph2**	**1272 days**	**Wed 6/9/21**	**Thu 4/30/26**
2	**Start Date**	**0 days**	**Wed 6/9/21**	**Wed 6/9/21**
3	**HUD EA Approval**	**261 days**	**Wed 1/15/25**	**Wed 1/14/26**
4	Notice to Proceed	0 days	Wed 1/15/25	Wed 1/15/25
5	Technical Studies - Noise and Socioeconomic	60 days	Wed 1/15/25	Tue 4/8/25
6	HERO Coordination and Data Entry	206 days	Wed 1/15/25	Wed 10/29/25
7	EA Approval	30 days	Thu 10/30/25	Wed 12/10/25
8	HUD Notice of Intent to Request Release of Funds	25 days	Thu 12/11/25	Wed 1/14/26
9	**PS&E Update (2025)**	**306 days**	**Mon 1/6/25**	**Mon 3/9/26**
10	**60% Submittal**	**85 days**	**Mon 1/6/25**	**Fri 5/2/25**
19	**90% Submittal**	**55 days**	**Mon 5/5/25**	**Fri 7/18/25**
28	**100% Submittal**	**72 days**	**Mon 7/21/25**	**Tue 10/28/25**
39	**100% Final Submittal**	**56 days**	**Wed 10/29/25**	**Wed 1/14/26**
40	Roadway Design and XS/Modeling Updates	5 days	Wed 10/29/25	Tue 11/4/25
41	Drainage Design Updates	5 days	Wed 10/29/25	Tue 11/4/25
42	Misc. Design Updates (Signal, TCP, SPM, SW3I	5 days	Wed 10/29/25	Tue 11/4/25
43	Plan Production	5 days	Wed 10/29/25	Tue 11/4/25
44	Internal QC	2 days	Wed 11/5/25	Thu 11/6/25
45	Supporting Documents	2 days	Wed 11/5/25	Thu 11/6/25
46	Submittal	0 days	Thu 11/6/25	Thu 11/6/25
47	Plan Review & Processing for Bid Phase	5 days	Thu 1/8/26	Wed 1/14/26
48	**HUD Approval Process**	**100 days**	**Mon 7/14/25**	**Fri 11/28/25**
49	Develop Tribal/Agency/Stakeholder list	6 days	Mon 7/14/25	Mon 7/21/25
50	Draft Tribal/Agency/Stakeholder Notices	6 days	Mon 7/14/25	Mon 7/21/25
51	Team Review-Draft Tribal/Agency/Stakeholder list and Notices	6 days	Mon 7/21/25	Mon 7/28/25
52	Post Tribal/Agency/Stakeholder Notices	2 days	Mon 7/28/25	Tue 7/29/25
53	Public Review Period - Tribal/Agency/Stakholder Notices	23 days	Tue 7/29/25	Thu 8/28/25
54	Draft Floodplain/Wetland Early Notification	6 days	Mon 7/14/25	Mon 7/21/25
55	Notice Team Review	6 days	Mon 7/21/25	Mon 7/28/25
56	Post Notice	2 days	Mon 7/28/25	Tue 7/29/25
57	Public Review Period	23 days	Tue 7/29/25	Thu 8/28/25
58	Eight-Step Process	55 days	Thu 8/28/25	Wed 11/12/25
59	Draft Floodplain/Wetland Final Notification	49 days	Thu 8/14/25	Tue 10/21/25
60	Team Review - Floodplain/Wetland Final Notification	1 day	Wed 10/22/25	Wed 10/22/25
61	Post Floodplain/Wetland Final Notification	2 days	Wed 10/22/25	Thu 10/23/25
62	Public Review Period - Floodplain/Wetland Final Notification	11 days	Fri 10/24/25	Fri 11/7/25
63	Draft Partner Worksheets and Supporting Documentation	50 days	Thu 8/21/25	Wed 10/29/25
64	Team Review - Partner Worksheets and Supporting Documentation	5 days	Thu 10/30/25	Wed 11/5/25
65	Submit Notice Documentation and Partner Worksheets to HEROS	0 days	Wed 11/5/25	Wed 11/5/25
66	Prepare FONSI Notice and NOI-RROF	5 days	Thu 11/6/25	Wed 11/12/25
67	Team Review - FONSI Notice and NOI-RROF	6 days	Wed 11/12/25	Wed 11/19/25
68	Post FONSI Notice and NOI-RROF	1 day	Wed 11/19/25	Wed 11/19/25
69	Public Review Period - FONSI Notice and NOI-RROF	8 days	Wed 11/19/25	Fri 11/28/25
70	Certification of ERR and Submittal for HUD Review	2 days	Fri 11/28/25	Mon 12/1/25
71	HUD Review - ERR	33 days	Mon 12/1/25	Wed 1/14/26
72	**Bid Phase**	**45 days**	**Mon 12/1/25**	**Fri 1/30/26**
73	Advertise for bid	35 days	Thu 1/15/26	Wed 3/4/26
74	Bid Opening	0 days	Mon 3/9/26	Mon 3/9/26
75	**End Date**	38 days	Tue 3/10/26	Thu 4/30/26



Date: Fri 11/21/25

Task	Summary	External Milestone	Manual Task	Manual Summary	External Tasks	Critical Split
Split	Project Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Progress
Milestone	External Tasks	Inactive Summary	Manual Summary Rollup	Finish-only	Critical	Deadline

Commissioners Court - Regular Session **35.**

Meeting Date: 12/09/2025

Seward Junction – LJA – SWA#3 to WA#3

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 3 to the Seward Junction Loop North contract executed on September 29, 2022, between Williamson County and LJA Engineering, Inc. relating to the 2019 Road Bond Program.

Background

This Supplemental No. 3 to Work Authorization No. 3 extends the termination date to May 31, 2026. Project: P598 Fund Source: Road Bond Program

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Seward Junction – LJA – SWA#3 to WA#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:23 AM
Form Started By: Ragan Riggs		Started On: 12/01/2025 10:32 AM
Final Approval Date: 12/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD BOND PROJECT:
Seward Junction Loop North

This Supplemental Work Authorization No. 3 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 29th, 20 22 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 3 dated effective May 3rd, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The Work Authorization shall terminate on May 31st, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

ENGINEER:
LJA Engineering, Inc.

By: _____
Signature

Derek Bohls, PE
Printed Name

Vice President
Title

11/21/2025
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

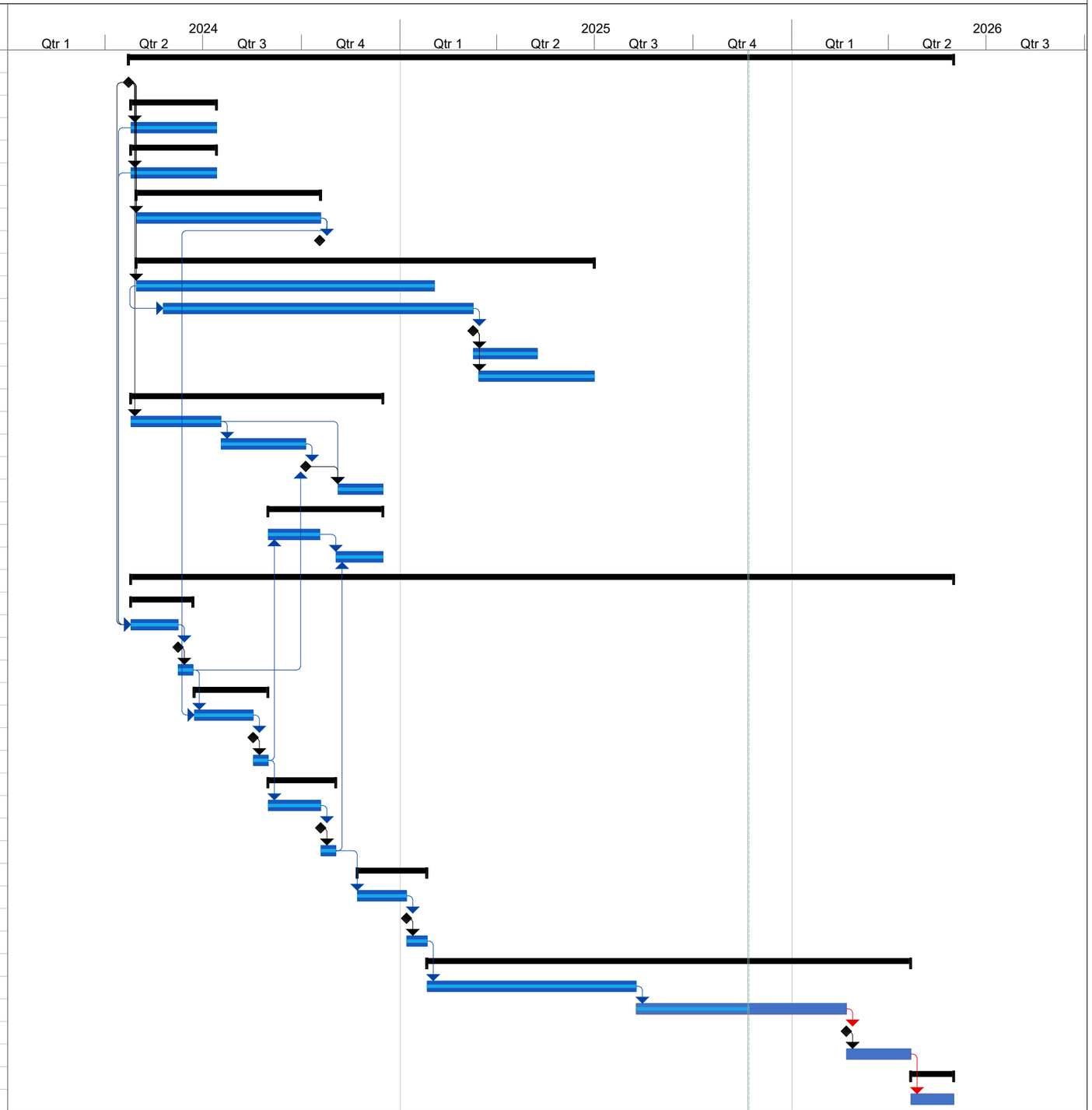
LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 3:08 pm, Nov 24, 2025

Attachment C: Project Schedule

ID	Task Name	Duration	Start	Finish	% Complete
1	**Seward Junction North Loop (East) - PS&E**	**769 days**	**4/23/24**	**5/31/26**	**91%**
2	**CC Approval / NTP**	**0 days**	**4/23/24**	**4/23/24**	**100%**
3	**Data Collection**	**80 days**	**4/25/24**	**7/13/24**	**100%**
4	**Collect Data, Design Criteria, Utility Location**	**80 days**	**4/25/24**	**7/13/24**	100%
5	**Surveying**	**80 days**	**4/25/24**	**7/13/24**	**100%**
6	**Field Survey**	**80 days**	**4/25/24**	**7/13/24**	**100%**
7	**Geotech Services**	**172 days**	**4/30/24**	**10/18/24**	**100%**
8	**Geotech Field Work & Report**	**172 days**	**4/30/24**	**10/18/24**	**100%**
9	**Geotech Report Submittal**	**0 days**	**10/18/24**	**10/18/24**	100%
10	**Environmental Compliance**	**427 days**	**4/30/24**	**6/30/25**	**100%**
11	**Env Field Work**	**278 days**	**4/30/24**	**2/1/25**	**100%**
12	**Env Compliance Studies**	**289 days**	**5/25/24**	**3/9/25**	**100%**
13	**Env Studies Submittal**	**0 days**	**3/9/25**	**3/9/25**	100%
14	**TxDOT Review**	**60 days**	**3/10/25**	**5/8/25**	100%
15	**Warbler Survey**	**108 days**	**3/15/25**	**6/30/25**	100%
16	**Right of Way and Mapping**	**235 days**	**4/25/24**	**12/15/24**	**100%**
17	**ROW Map**	**84 days**	**4/25/24**	**7/17/24**	100%
18	**Create Parcel Acquisition Documents**	**79 days**	**7/18/24**	**10/4/24**	100%
19	**Submit Parcel Acquisition Documents**	**0 days**	**10/4/24**	**10/4/24**	100%
20	**Monumentation and ROW Staking**	**42 days**	**11/4/24**	**12/15/24**	100%
21	**Water Quality**	**107 days**	**8/31/24**	**12/15/24**	**100%**
22	**Draft Contributing Zone Plan**	**48 days**	**8/31/24**	**10/17/24**	**100%**
23	**Final Contributing Zone Plan**	**44 days**	**11/2/24**	**12/15/24**	**100%**
24	**PS&E**	**767 days**	**4/25/24**	**5/31/26**	**74%**
25	**30% PS&E**	**58 days**	**4/25/24**	**6/21/24**	**100%**
26	**30% Design**	**44 days**	**4/25/24**	**6/7/24**	**100%**
27	**30% Submittal**	**0 days**	**6/7/24**	**6/7/24**	**100%**
28	**30% Wilco & TxDOT Review**	**14 days**	**6/8/24**	**6/21/24**	**100%**
29	**60% PS&E**	**69 days**	**6/23/24**	**8/30/24**	**100%**
30	**60% Design**	**55 days**	**6/23/24**	**8/16/24**	**100%**
31	**60% Submittal**	**0 days**	**8/16/24**	**8/16/24**	100%
32	**60% Wilco & TxDOT Review**	**14 days**	**8/17/24**	**8/30/24**	**100%**
33	**90% PS&E**	**63 days**	**8/31/24**	**11/1/24**	**100%**
34	**90% Design**	**49 days**	**8/31/24**	**10/18/24**	100%
35	**90% Submittal**	**0 days**	**10/18/24**	**10/18/24**	100%
36	**90% Wilco & TxDOT Review**	**14 days**	**10/19/24**	**11/1/24**	100%
37	**Pre-100% PS&E**	**65 days**	**11/22/24**	**1/25/25**	**100%**
38	**Pre-100% Design**	**46 days**	**11/22/24**	**1/6/25**	100%
39	**Pre-100% Submittal**	**0 days**	**1/6/25**	**1/6/25**	100%
40	**Pre-100% Wilco & TxDOT Review**	**19 days**	**1/7/25**	**1/25/25**	100%
41	**100% Final PS&E (East)**	**451 days**	**1/26/25**	**4/21/26**	**67%**
42	**100% Final Design (East)**	**195 days**	**1/26/25**	**8/8/25**	100%
43	**Design Revisions From Utility Conflicts**	**196 days**	**8/9/25**	**2/20/26**	54%
44	**100% Final Submittal (East)**	**0 days**	**2/20/26**	**2/20/26**	0%
45	**Utility Relocation/ROW Acquisition**	**60 days**	**2/21/26**	**4/21/26**	0%
46	**Bid Phase**	**40 days**	**4/22/26**	**5/31/26**	**0%**
47	**Bid Phase**	**40 days**	**4/22/26**	**5/31/26**	0%



Seward Junction North Loop (East) - PS&E Schedule

Commissioners Court - Regular Session **36.**

Meeting Date: 12/09/2025

Pond Springs – STV – SWA#6 to WA#2

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 6 to Work Authorization No. 2 to the Pond Springs Road Drainage Improvements contract executed on March 19, 2019, between Williamson County and STV Incorporated as successor in interest to CP&Y, Inc dba STV Infrastructure relating to the 2019 Road Bond Program.

Background

This Supplemental No. 6 to Work Authorization No. 2 extends the termination date to February 28, 2026. Project: P309 Fund Source: Road Bond Program

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pond Springs – STV – SWA#6 to WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:23 AM
Form Started By: Ragan Riggs		Started On: 12/01/2025 02:22 PM
Final Approval Date: 12/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _6_
TO
WORK AUTHORIZATION NO. _2_

WILLIAMSON COUNTY ROAD BOND PROJECT:
Pond Springs Road Drainage Improvements

This Supplemental Work Authorization No. _6_ 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, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and STV Incorporated as successor in interest to CP&Y, Inc dba STV Infrastructure. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _2_ dated effective September 1, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The Work Authorization shall terminate on _FEBRUARY 28, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

ENGINEER: **STV, Incorporated**	**COUNTY:** **Williamson County, Texas**
By: _____ Signature	By: _____ Signature
Anthony Serda Printed Name	_____ Printed Name
Vice President Title	_____ Title
11/25/2025 Date	_____ Date

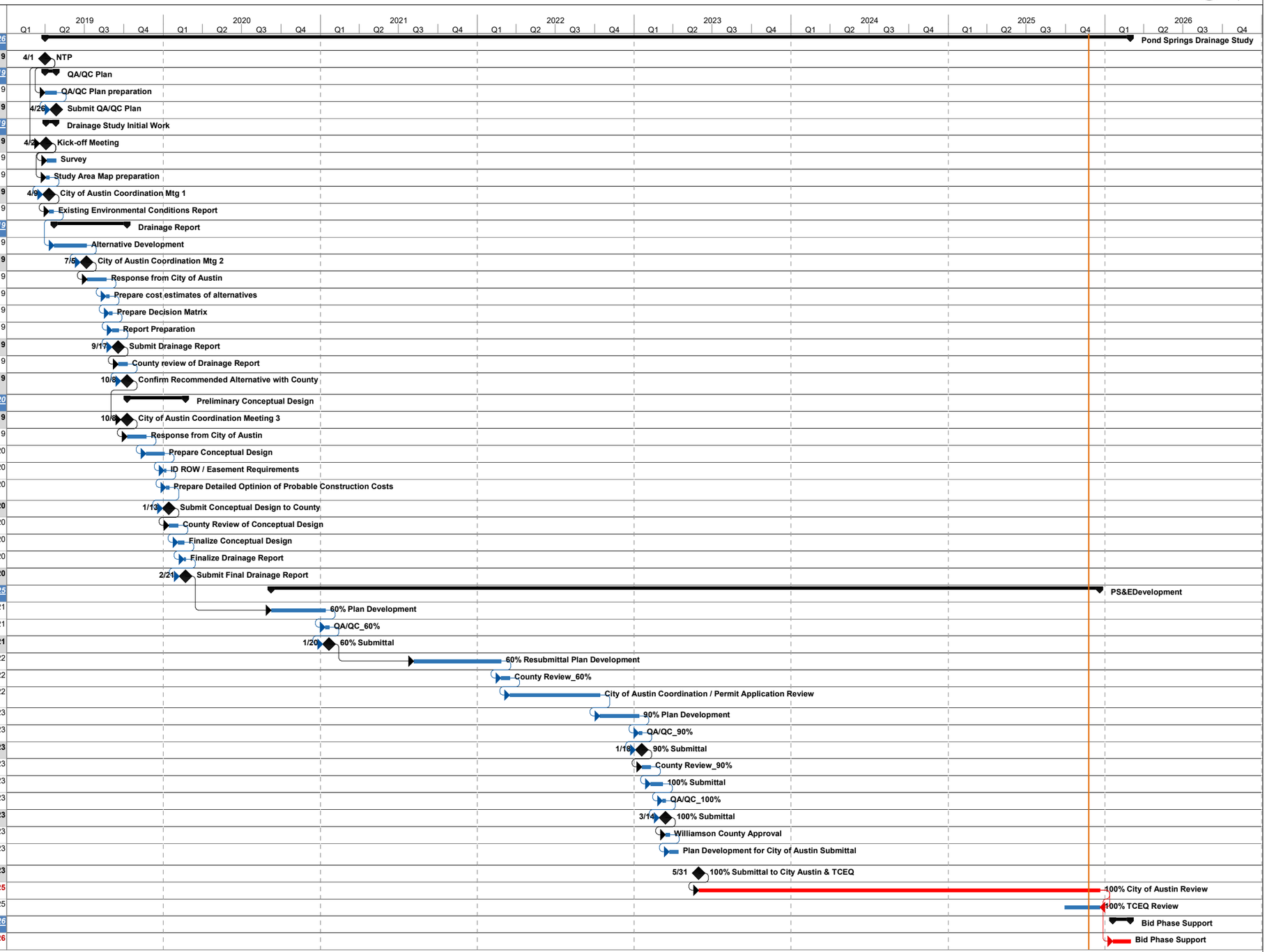
LIST OF ATTACHMENTS

Attachment C – Work Schedule

APPROVED
By Christen Eschberger at 2:05 pm, Dec 01, 2025

Pond Springs Drainage Study
Attachment C - Work Schedule

ID	Task Name	Duration	Start	Finish
1	*1 Pond Springs Drainage Study*	*1805 days*	*Mon 4/1/19*	*Sat 2/28/26*
2	**1.1 NTP**	**0 days**	**Mon 4/1/19**	**Mon 4/1/19**
3	*1.2 QA/QC Plan*	*20 days*	*Mon 4/1/19*	*Fri 4/26/19*
4	1.2.1 QA/QC Plan preparation	20 days	Mon 4/1/19	Fri 4/26/19
5	**1.2.2 Submit QA/QC Plan**	**0 days**	**Fri 4/26/19**	**Fri 4/26/19**
6	*1.3 Drainage Study Initial Work*	*17 days*	*Tue 4/2/19*	*Thu 4/25/19*
7	**1.3.1 Kick-off Meeting**	**0 days**	**Tue 4/2/19**	**Tue 4/2/19**
8	1.3.2 Survey	15 days	Fri 4/5/19	Thu 4/25/19
9	1.3.3 Study Area Map preparation	5 days	Wed 4/3/19	Tue 4/9/19
10	**1.3.4 City of Austin Coordination Mtg 1**	**0 days**	**Tue 4/9/19**	**Tue 4/9/19**
11	1.3.5 Existing Environmental Conditions Report	8 days	Wed 4/10/19	Fri 4/19/19
12	*1.4 Drainage Report*	*122 days*	*Mon 4/22/19*	*Tue 10/8/19*
13	1.4.1 Alternative Development	55 days	Mon 4/22/19	Fri 7/5/19
14	**1.4.2 City of Austin Coordination Mtg 2**	**0 days**	**Fri 7/5/19**	**Fri 7/5/19**
15	1.4.3 Response from City of Austin	32 days	Mon 7/8/19	Tue 8/20/19
16	1.4.4 Prepare cost estimates of alternatives	5 days	Wed 8/21/19	Tue 8/27/19
17	1.4.5 Prepare Decision Matrix	5 days	Wed 8/28/19	Tue 9/3/19
18	1.4.6 Report Preparation	10 days	Wed 9/4/19	Tue 9/17/19
19	**1.4.7 Submit Drainage Report**	**0 days**	**Tue 9/17/19**	**Tue 9/17/19**
20	1.4.8 County review of Drainage Report	15 days	Wed 9/18/19	Tue 10/8/19
21	**1.4.9 Confirm Recommended Alternative with County**	**0 days**	**Tue 10/8/19**	**Tue 10/8/19**
22	*1.5 Preliminary Conceptual Design*	*98 days*	*Tue 10/8/19*	*Fri 2/21/20*
23	**1.5.1 City of Austin Coordination Meeting 3**	**0 days**	**Tue 10/8/19**	**Tue 10/8/19**
24	1.5.2 Response from City of Austin	32 days	Wed 10/9/19	Thu 11/21/19
25	1.5.3 Prepare Conceptual Design	30 days	Fri 11/22/19	Thu 1/2/20
26	1.5.4 ID ROW / Easement Requirements	2 days	Fri 1/3/20	Mon 1/6/20
27	1.5.5 Prepare Detailed Optinion of Probable Construction Costs	5 days	Tue 1/7/20	Mon 1/13/20
28	**1.5.6 Submit Conceptual Design to County**	**0 days**	**Mon 1/13/20**	**Mon 1/13/20**
29	1.5.7 County Review of Conceptual Design	15 days	Tue 1/14/20	Mon 2/3/20
30	1.5.8 Finalize Conceptual Design	10 days	Tue 2/4/20	Mon 2/17/20
31	1.5.9 Finalize Drainage Report	4 days	Tue 2/18/20	Fri 2/21/20
32	**1.5.10 Submit Final Drainage Report**	**0 days**	**Fri 2/21/20**	**Fri 2/21/20**
33	*1.6 PS&EDevelopment*	*1379 days*	*Tue 9/8/20*	*Fri 12/19/25*
34	**1.6.1 60% Plan Development**	90 days	Tue 9/8/20	Mon 1/11/21
35	**1.6.2 QA/QC_60%**	7 days	Tue 1/12/21	Wed 1/20/21
36	**1.6.3 60% Submittal**	**0 days**	**Wed 1/20/21**	**Wed 1/20/21**
37	**1.6.4 60% Resubmittal Plan Development**	145 days	Fri 8/6/21	Thu 2/24/22
38	**1.6.5 County Review_60%**	14 days	Fri 2/25/22	Wed 3/16/22
39	1.6.6 City of Austin Coordination / Permit Application Review	150 days	Thu 3/17/22	Wed 10/12/22
40	**1.6.7 90% Plan Development**	65 days	Thu 10/13/22	Wed 1/11/23
41	**1.6.8 QA/QC_90%**	5 days	Thu 1/12/23	Wed 1/18/23
42	**1.6.9 90% Submittal**	**0 days**	**Wed 1/18/23**	**Wed 1/18/23**
43	**1.6.10 County Review_90%**	14 days	Thu 1/19/23	Tue 2/7/23
44	**1.6.11 100% Submittal**	20 days	Wed 2/8/23	Tue 3/7/23
45	**1.6.12 QA/QC_100%**	5 days	Wed 3/8/23	Tue 3/14/23
46	**1.6.13 100% Submittal**	**0 days**	**Tue 3/14/23**	**Tue 3/14/23**
47	**1.6.14 Williamson County Approval**	7 days	Wed 3/15/23	Thu 3/23/23
48	**1.6.15 Plan Development for City of Austin Submittal**	14 days	Fri 3/24/23	Wed 4/12/23
49	**1.6.16 100% Submittal to City Austin & TCEQ**	**0 days**	**Wed 5/31/23**	**Wed 5/31/23**
50	**1.6.17 100% City of Austin Review**	**668 days**	**Wed 5/31/23**	**Fri 12/19/25**
51	**1.6.18 100% TCEQ Review**	60 days	Mon 9/29/25	Fri 12/19/25
52	*1.7 Bid Phase Support*	*30 days*	*Mon 1/19/26*	*Sat 2/28/26*
53	**1.7.1 Bid Phase Support**	**31 days**	**Mon 1/19/26**	**Sat 2/28/26**



Project: Pond Springs Drainage Study
Date: Mon 11/24/25

Task | Critical Task | Milestone | Summary | Project Summary

Commissioners Court - Regular Session **37.**

Meeting Date: 12/09/2025

CR 138 – RTG – SWA#4 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 1 to the CR 138 Safety Improvements contract executed on March 19, 2024, between Williamson County and Rodriguez Transportation Group, Inc. relating to the 2023 Road Bond Program.

Background

This Supplemental No. 4 to Work Authorization No. 1 extends the termination date to July 31, 2026. Project: P677 Fund Source: Road Bond Program

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 138 – RTG – SWA#4 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:23 AM
Form Started By: Ragan Riggs		Started On: 12/02/2025 01:00 PM
Final Approval Date: 12/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 1
WILLIAMSON COUNTY ROAD BOND PROJECT:

CR 138 Safety Improvements

This Supplemental Work Authorization No. 4 to Work Authorization No. __ 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 Rodriguez Transportation Group, Inc (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective March 22, 2024 (the "Work Authorization");

WHEREAS, the County and the Engineer executed Supplemental Work Authorization No. 1 dated effective October 22, 2024;

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The Work Authorization shall terminate on July 31, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

ENGINEER:
Rodriguez Transportation Group, Inc.

By: _____
Signature

David Krizan
Printed Name

Project Manager
Title

1 December 2025
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 12:48 pm, Dec 02, 2025

TASK		START	END
1.	Effective Date WA #1 03/22/2024	3/22/2024	
2.	Project Management, Meetings, and Coordination 03/22/2024 07/31/2026	3/22/2024	7/31/2026
3.	Plan Preparation (PS&E) Services 04/04/2024 07/31/2026	4/4/2024	7/31/2026
4.	WA #1 Termination 07/31/2026		7/31/2026

Commissioners Court - Regular Session **38.**

Meeting Date: 12/09/2025

Wyoming Springs – K Friese – SWA#3 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 1 to the Wyoming Springs Drive contract executed on March 19, 2024, between Williamson County and K Friese & Associates, Inc. relating to the 2023 Road Bond Program.

Background

This Supplemental No. 3 to Work Authorization No. 1 extends the termination date to April 30, 2026. Project: P667 Fund Source: Road Bond Program

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wyoming Springs – K Friese – SWA#3 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:23 AM
Form Started By: Ragan Riggs		Started On: 12/02/2025 01:01 PM
Final Approval Date: 12/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
Wyoming Springs Drive (Goldenoak Cir to RM 1431)

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 K Friese & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective March 22, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The Work Authorization shall terminate on April 30, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

ENGINEER:
K Friese & Associates, Inc.

By: _____
Signature

Thomas M. Owens
Printed Name

Operations Manager
Title

02 DEC 2025
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

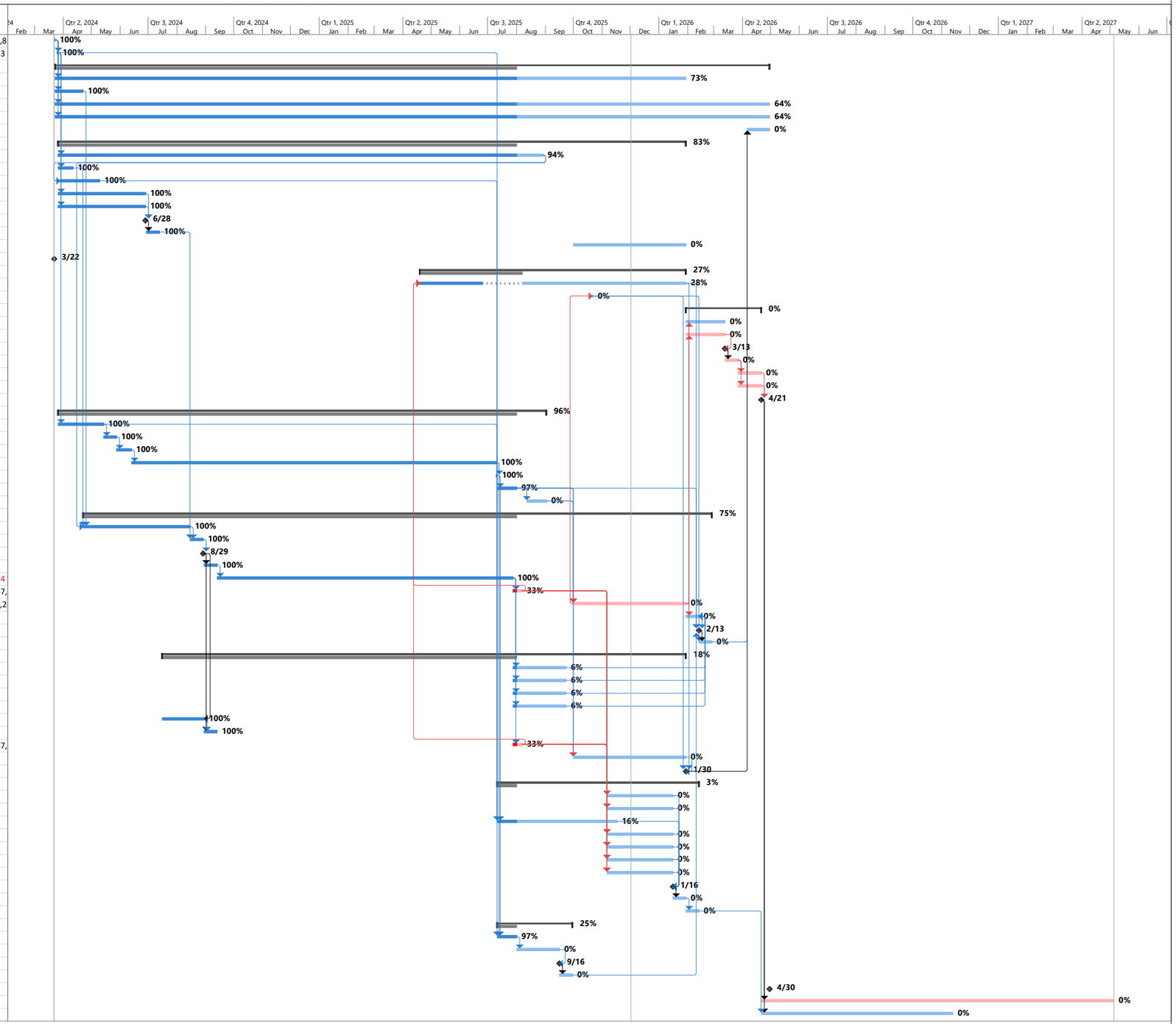
LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 12:48 pm, Dec 02, 2025

Wyoming Springs Dr
Goldenoak Cir to RM 1431
Attachment C - Work Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Successors
2	NTP	1 day	Fri 3/22/24	Sat 3/23/24		3FS+2 days,5,6,7,8
3	Kickoff	1 day	Mon 3/25/24	Tue 3/26/24	2FS+2 days	32,14,15,11,12,63
4	**Project Management**	**768 days**	**Sat 3/23/24**	**Thu 4/30/26**		
5	Updating Project Schedule	678 days	Sat 3/23/24	Fri 1/30/26	2	
6	Develop QA/QC Plan (Draft and Final)	30 days	Sat 3/23/24	Mon 4/22/24	2	40
7	Meetings	768 days	Sat 3/23/24	Thu 4/30/26	2	
8	Reporting	768 days	Sat 3/23/24	Thu 4/30/26	2	
9	Develop WA 2 Work Plan and Scope	24 days	Mon 4/6/26	Thu 4/30/26	49,59	
10	**Route and Design Studies**	**675 days?**	**Tue 3/26/24**	**Fri 1/30/26**		
11	Data Collection	521 days	Tue 3/26/24	Fri 8/29/25	3	40,13FS-14 days
12	Design Criteria	16 days	Tue 3/26/24	Thu 4/11/24	3	40
13	Constraints Map	43 days	Thu 3/28/24	Fri 5/10/24	11FS-14 days	63
14	Traffic Signal Warrant Study	94 days	Tue 3/26/24	Fri 6/28/24	3	16
15	Traffic Operational Analysis	94 days	Tue 3/26/24	Fri 6/28/24	3	16
16	Traffic Operational Analysis and Signal Warrant Study Submittal	0 days	Fri 6/28/24	Fri 6/28/24	15,14	17
17	Traffic Operational Analysis and Signal Warrant Study GEC and County Revie	14 days	Sat 6/29/24	Sat 7/13/24	16	41
18	Intersection Control Evaluation (ICE)	121 days?	Wed 10/1/25	Fri 1/30/26		
19	**Public Involvement (Removed from Schedule per GEC Discussion 7/22/25)**	0 days	Fri 3/22/24	Fri 3/22/24		
20	**Utility Coordination Support**	**286 days**	**Sat 4/19/25**	**Fri 1/30/26**		
21	Incorporate Utility Information	243 days	Sat 4/19/25	Fri 1/30/26	45,57	48,59
22	Utility Meeting	1 day	Tue 10/21/25	Wed 10/22/25	46SS+20 days	49,59
23	**Right-of-Way Mapping**	**81 days**	**Fri 1/30/26**	**Tue 4/21/26**		
24	ROW Map	42 days	Fri 1/30/26	Fri 3/13/26	46	
25	Parcel Acquisition Documents	42 days	Fri 1/30/26	Fri 3/13/26	46	26FF
26	Draft Parcel Acquisition Documents Submittal	0 days	Fri 3/13/26	Fri 3/13/26	25FF	27
27	Draft Parcel Acquisition Documents GEC and County Review	14 days	Fri 3/13/26	Fri 3/27/26	26	29,28
28	Monumentation and ROW Staking	25 days	Fri 3/27/26	Tue 4/21/26	27	30
29	Final Parcel Acquisition Documents	25 days	Fri 3/27/26	Tue 4/21/26	27	30
30	Final Parcel Acquisition Documents Submittal	0 days	Tue 4/21/26	Tue 4/21/26	29,28	77,78
31	**Surveying**	**525 days**	**Tue 3/26/24**	**Tue 9/2/25**		
32	Right of Entry	49 days	Tue 3/26/24	Tue 5/14/24	3	72,33
33	Right of Entry Review and Approval	14 days	Tue 5/14/24	Tue 5/28/24	32	34
34	Right of Entry Resubmittal & Coordination	16 days	Tue 5/28/24	Thu 6/13/24	33	35
35	Right of Entry Coordination by City	392 days	Thu 6/13/24	Thu 7/10/25	34	72,36
36	Right of Entry Signed	1 day	Thu 7/10/25	Fri 7/11/25	35	63,72,37
37	Field Survey	21 days	Fri 7/11/25	Fri 8/1/25	36	48,58,46,38
38	Survey Processing	21 days	Tue 8/12/25	Tue 9/2/25	37	46,58
39	**Schematic Development**	**676 days**	**Mon 4/22/24**	**Fri 2/27/26**		
40	Draft Schematic Prep	115 days	Mon 4/22/24	Thu 8/15/24	11,12,6	41
41	Draft Schematic QAQC	14 days	Thu 8/15/24	Thu 8/29/24	40,17	42
42	Draft Schematic Submittal	0 days	Thu 8/29/24	Thu 8/29/24	41	43,55FF,56
43	Draft Schematic GEC and County Review	14 days	Fri 8/30/24	Fri 9/13/24	42	44
44	City, County, and Property Owner Negotiations	318 days	Fri 9/13/24	Mon 7/28/25	43	45,57,51,52,53,54
45	Draft Schematic Comment Response	10 days	Mon 7/28/25	Thu 8/7/25	44	21,46,65,64,66,67,
46	Final Schematic Prep	121 days	Wed 10/1/25	Fri 1/30/26	45,37,38	47,22SS+20 days,2
47	Final Schematic QAQC	14 days	Fri 1/30/26	Fri 2/13/26	46,51FF,52FF,53	48
48	Final Schematic Submittal	0 days	Fri 2/13/26	Fri 2/13/26	47,21,75,37	49
49	Final Schematic GEC and County Review	14 days	Fri 2/13/26	Fri 2/27/26	48,22	9
50	**Drainage Study**	**563 days**	**Tue 7/16/24**	**Fri 1/30/26**		
51	Hydrologic/Hydraulic Modeling	57 days	Mon 7/28/25	Tue 9/23/25	44	47FF
52	FEMA Coordination	57 days	Mon 7/28/25	Tue 9/23/25	44	47FF
53	Impact and Mitigation Analysis	57 days	Mon 7/28/25	Tue 9/23/25	44	47FF
54	Water Quality Analysis	57 days	Mon 7/28/25	Tue 9/23/25	44	47FF
55	Schematic Drainage Report (Draft)	45 days	Tue 7/16/24	Fri 8/30/24	42FF	56
56	Draft Schematic Drainage Report GEC and County Review	14 days	Fri 8/30/24	Fri 9/13/24	42,55	
57	Draft Schematic Drainage Report Comment Response	10 days	Mon 7/28/25	Thu 8/7/25	44	21,65,58,64,66,67,
58	Schematic Drainage Report Prep (Final)	121 days	Wed 10/1/25	Fri 1/30/26	57,37,38	59FF
59	Final Schematic Drainage Report Submittal	0 days	Fri 1/30/26	Fri 1/30/26	58FF,21,22	9
60	**Environmental Services**	**217 days**	**Fri 7/11/25**	**Fri 2/13/26**		
61	County Due Diligence	71 days	Thu 11/6/25	Fri 1/16/26	45,57	68FF
62	TxDOT Environmental Clearance	71 days	Thu 11/6/25	Fri 1/16/26	45,57	68FF
63	Data Collection & Field Reconnaissance	129 days	Fri 7/11/25	Mon 11/17/25	3,13,36	68FF
64	Hazardous Materials Environmental Site Assessment	71 days	Thu 11/6/25	Fri 1/16/26	45,57	68FF
65	Section 404 - Clean Water Act Compliance	71 days	Thu 11/6/25	Fri 1/16/26	45,57	68FF
66	Historic Site Compliance	71 days	Thu 11/6/25	Fri 1/16/26	45,57	68FF
67	Texas Antiquities Code Compliance	71 days	Thu 11/6/25	Fri 1/16/26	45,57	68FF
68	Draft Environmental Reports Submittal	0 days	Fri 1/16/26	Fri 1/16/26	63FF,64FF,65FF,69	
69	Environmental Reports GEC and County Review	14 days	Fri 1/16/26	Fri 1/30/26	68	70
70	Final Environmental Reports Submittal	14 days	Fri 1/30/26	Fri 2/13/26	69	78
71	**Geotechnical Services**	**81 days**	**Fri 7/11/25**	**Tue 9/30/25**		
72	Borings and Field Work	21 days	Fri 7/11/25	Fri 8/1/25	32,36,35	73
73	Geotechnical Reports	46 days	Fri 8/1/25	Tue 9/16/25	72	74FF
74	Geotechnical Reports Submittal	0 days	Tue 9/16/25	Tue 9/16/25	73FF	75
75	Geotechnical Report GEC and County Reivew	14 days	Tue 9/16/25	Tue 9/30/25	74	48
76	Work Authorization 1 Complete	0 days	Thu 4/30/26	Thu 4/30/26		
77	PS&E Development (Future WA)	379 days	Tue 4/21/26	Wed 5/5/27	30	
78	ROW Acquisition (Future WA)	206 days	Tue 4/21/26	Fri 11/13/26	30,70	



Critical · Critical Progress · Split · Manual Task · Finish-only · Baseline · Baseline Milestone · Summary Progress · Manual Summary · External Tasks · Inactive Task · Inactive Summary
Critical Split · Task · Task Progress · Start-only · Duration-only · Baseline Split · Milestone · Summary · Project Summary · External Milestone · Inactive Milestone · Deadline

Commissioners Court - Regular Session **39.**

Meeting Date: 12/09/2025

Lakeside Estates MUD

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Lakeside Estates MUD.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCEQ Comment Letter - Lakeside Estates MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:23 AM
Form Started By: Misti Schulz		Started On: 12/02/2025 02:35 PM
Final Approval Date: 12/03/2025		

Williamson County Courthouse
710 Main Street, Georgetown, TX 78626
512.943.1100
wilcotx.gov

DECEMBER 9, 2025

OFFICE OF THE CHIEF CLERK
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
MC-105, TCEQ
P.O. BOX 13087
AUSTIN, TX 78711-3087

RE: LAKESIDE ESTATES MUD
TCEQ INTERNAL CONTROL NO. D10062025017
CN: 606439552 RN: 112301759

To Whom It May Concern:

Williamson County writes in response to your notice dated October 23, 2025, copy attached, regarding the submission of a petition for the creation of the above-referenced Lakeside Estates MUD of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

The County is requesting a contested case hearing.

The County understands that this is a formal protest proceeding and tenders its opinion, findings, conclusions, and any other information that would assist the TCEQ.

The County has authority over various functions – including but not limited to transportation, emergency services, and health and safety – that may be affected by the creation of the District and that the petition fails to take into account. See, e.g., Tex. Local Gov't Code §§ 232.001-.011 (county authority for road construction in subdivisions as well as other subdivision regulations); Tex. Local Gov't Code § 251.003 (county order and rulemaking authority for roads); Tex. Local Gov't Code, Chapter 233, Subchapter C (fire code in unincorporated areas); Tex. Local Gov't Code, Chapter 232, Subchapter E (infrastructure planning provisions in certain urban counties); Texas Local Gov't Code, Chapter 233, Subchapter B (building and set back lines); Tex. Local Gov't Code, Chapter 233, Subchapter E (fire code in unincorporated area); Tex. Local Gov't Code, Chapter 418 (emergency management); Tex. Transp. Code § 251.016 (general control over roads, highways and bridges); Tex. Transp. Code, Chapter 254 (drainage on public roads). Thus, the County has statutory authority under state law over numerous issues contemplated by this petition and is, therefore, an affected person. 30 Tex. Admin. Code § 55.256(b).

Williamson County Courthouse
710 Main Street, Georgetown, TX 78626
512.943.1100
wilcotx.gov

For example, the County notes that, in your notice item (4), the District seeks traditional road powers including:

> "(4) conveyance of road and improvements in aid of roads; and (5) maintenance, operation, and conveyance of such other additional facilities, systems, plants, and enterprises as may be consistent with any or all of the purposes for which the proposed District is created."

However, the District does not state that it will not convey the road, particularly the maintenance, to the County without limitation. Considering the recent legislative changes outlined below, the County no longer accepts roads from newly created MUDs into the County's maintenance system without a corresponding obligation of the MUD to maintain the road after a specified time period.

Since the 2017 and 2019 legislative sessions effectively ended unilateral annexations by cities, the fiscal burden of developmental control has fallen on counties in general. Historically in Williamson County, MUD creation included agreements between the County and the neighboring municipality that would lead to annexation of that MUD by the municipality after a stated time period, thus limiting the financial exposure of the County in relation to the MUDs. Now however, despite this legislatively created increase in financial exposure to the County by limiting the ability of cities to annex MUDs, the current tax laws cap county tax rates to such a degree that the ability to address growth by counties is severely hampered. Because of these fiscal constraints, new residents of the County, such as those residing in this proposed District, should not shift the cost of development onto the current residents and the County's position and recommendation is that the proposed District help bear the continued cost of its development. This is consistent with recent efforts by the County to share costs between the County and legislatively created MUDs through the enacting legislation and/or Consent and Development Agreements.

For legislatively created MUDs, Williamson County, with the help of Senator Schwertner, has addressed this increased fiscal burden on the County by successfully negotiating Consent and Development Agreements that provide cost sharing between the County, the property developer/owner, and the MUD. The following paragraph from such agreements include standard terms relating to roads and the County argues should also apply to the TCEQ created MUDs for equity and public health and safety:

> ROADS
>
> The County has adopted a Long-Range Transportation Plan ("LRTP") which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The County request that the Owner will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as Corridor Projects in the LRTP within either 30 days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or directly adjacent to the Land.
>
> Furthermore, the Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are

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shown within the boundaries of the Land as arterial roadways ("Arterial(s)") in the LRTP. The County agrees that it or another governmental entity will be responsible for the design and construction of any Corridor Project and paying the cost for same. The District shall be solely responsible for any maintenance, repair or reconstruction or both of any Subdivision Road, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items.

Additionally, MUDs will place an even greater burden on law enforcement, emergency medical, fire and animal control services that are already very strained in the county and that, not only will the health and safety of the residents of the developer's MUD be affected, all other residents for which the county provides such services will also be affected. The first MUD in Williamson County came in 1974 and in the last 10 years the number of MUDs has almost doubled versus the previous 38 years, growing from 41 MUDs to 80 and acreage has increased by 15,620 acres (72% increase) in the last 10 years. In the last 20 years the numbers of MUDs have grown by 627% (from 11 to 80 MUDs) and acreage has grown by 319% (8,926 to 37,373 acres). The burden is too great on the County without the long- term commitment of the MUDS to also bear the burden of growth on the services normally provided by cities and now attempting to be shifted to the County.

In conclusion, the County believes that all MUDs created within the County should have the same or similar provisions that are set out in the County's Consent and Development Agreements regardless of whether they are created by the Legislature or created by the TCEQ. Therefore, the provisions required in either the legislation or Consent and Development Agreements should also be included in a TCEQ created MUD, thus allowing all County residents, especially those living in MUDs, to be treated fairly and equally.

As referenced above, the County opposes the creation of this MUD and requests a contested case hearing.

Sincerely,

Steven Snell
Williamson County Judge

Enc.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

NOTICE OF DISTRICT PETITION
TCEQ Internal Control No. D-10062025-017

PETITION. Lakeside Estates Georgetown, LLC, a Texas limited liability company (Petitioner) filed a petition for creation of Lakeside Estates Municipal Utility District (District) with the Texas Commission on Environmental Quality (TCEQ). The petition was filed pursuant to Article XVI, §59 of the Constitution of the State of Texas; Chapters 49 and 54 of the Texas Water Code; 30 Texas Administrative Code Chapter 293; and the procedural rules of the TCEQ.

The petition states that: (1) the Petitioner holds title to a majority in value of the land to be included in the proposed District; (2) there is only one lienholder, First American Bank, a local community bank, on the property to be included in the proposed District and the aforementioned entity has consented to the petition; (3) the proposed District will contain approximately 722.083 acres located within Williamson County, Texas; and (4) all of the land within the proposed District is located wholly within the extraterritorial jurisdiction of the City of Georgetown.

By Consent Agreement, executed on August 26, 2025, the City of Georgetown, Texas, gave its consent to the creation of the proposed District, pursuant to Texas Water Code §54.016.

The territory to be included in the proposed District is depicted in the vicinity map designated as Exhibit "A," which is attached to this document.

The petition further states that the general nature of the work proposed to be done by the District, as contemplated at the present time, is the design, construction, acquisition, improvement, extension, financing, and issuance of bonds for: (1) maintenance, operation, and conveyance of an adequate and efficient water works and sanitary sewer system for domestic purposes; (2) maintenance, operation, and conveyance of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the proposed District; (3) maintenance, operation, and conveyance of park and recreational facilities; (4) conveyance of road and improvements in aid of roads; and (5) maintenance, operation, and conveyance of such other additional facilities, systems, plants, and enterprises as may be consistent with any or all of the purposes for which the proposed District is created.

According to the petition, a preliminary investigation has been made to determine the cost of the project, and it is estimated by the Petitioners that the cost of said project will be approximately $117,035,000 ($81,530,000 for water, wastewater, and drainage plus $8,015,000 for recreation plus $27,490,000 for roads).

CONTESTED CASE HEARING. The TCEQ may grant a contested case hearing on this petition if a written hearing request is filed within 30 days after the newspaper publication of this notice.

To request a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) the name of the Petitioner and the TCEQ Internal Control Number; (3) the statement "I/we request a contested case hearing"; (4) a brief description of how you would be affected by the petition in a way not common to the general public; and (5) the location of your property relative to the proposed District's boundaries. You may also submit your proposed adjustments to the petition which would satisfy your concerns. Requests for a contested case hearing must be submitted in writing to the Office of the Chief Clerk at the address provided in the information section below.

The Executive Director may approve the petition unless a written request for a contested case hearing is filed within 30 days after the newspaper publication of this notice. If a hearing request is filed, the Executive Director will not approve the petition and will forward the petition and hearing request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting. If a contested case hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

INFORMATION. Written hearing requests should be submitted to the Office of the Chief Clerk, MC-105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087. For information concerning the hearing process, please contact the Public Interest Counsel, MC-103, at the same address. General information regarding TCEQ can be found at our web site http://www.tceq.texas.gov/.

Issued: October 23, 2025

Commissioners Court - Regular Session **40.**

Meeting Date: 12/09/2025

Final Plat for the Soto Y Perez subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Soto Y Perez subdivision – Precinct 4.

Background

This subdivision consists of 2 residential lots and no roads on 10.209 acres. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

2025-04-04 – initial submittal of the final plat
2025-05-04 – 1st review complete with comments
2025-07-02 – 2nd submittal of final plat
2025-07-14 – 2nd review complete with comments
2025-07-22 – 3rd submittal of final plat
2025-08-06 – 3rd review complete with comments
2025-08-15 – 4th submittal of final plat
2025-08-28 – 4th review complete with comments
2025-11-26 – receipt of final plat with signatures
2025-12-01 – 5th review complete with comments cleared
2025-12-03 – final plat placed on the December 9th, 2025 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

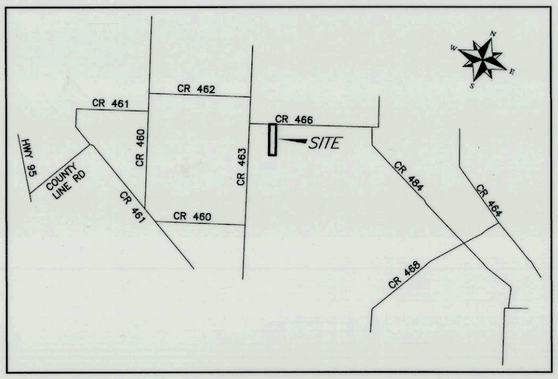
Attachments

Final Plat (CC) Soto Y Perez

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:23 AM
Form Started By: Misti Schulz		Started On: 12/02/2025 02:43 PM
Final Approval Date: 12/03/2025		

SUBDIVISION PLAT OF
SOTO Y PEREZ



LOCATION MAP
(NOT TO SCALE)

LEGEND

- ● 1/2" IRON ROD FOUND
- INSIGNIA ● IRON ROD WITH CAP FOUND *(INSIGNIA NOTED)*
- ○ IRON ROD WITH G&R CAP SET
- B.L. BUILDING SETBACK LINE
- (XXX) RECORD INFORMATION

1"=100'

0 50 100 200 400

BEARING BASIS:TEXAS CENTRAL ZONE,
STATE PLANE COORDINATES (NAD 83)

SUBMITTAL DATE: APRIL 4, 2025

84.06 AC.
LISBET R. NUNEZ
AND FELIPE NUNEZ
DOC. NO. 2018060762

ILLEGIBLE

S68°06'31"W 246.33'

N68°06'31"E 318.50'

N21°49'23"W 44.21'

EDGE OF ASPHALT

-CENTERLINE OF ASPHALT-

EDGE OF ASPHALT

N21°49'23"W 44.59'

BRYAN TECH

N68°10'37"E 318.50' (N68°11'40"E 318.52')

COUNTY ROAD 466
(R.O.W. VARIES)

N68°06'31"E 872.63'

20' MANVILLE WSC WATER LINE EASEMENT
HEREBY DEDICATED

25.0'

24.5'

35.50'

35.50'

POB

0.260 AC. R.O.W.
HEREBY DEDICATED

N68°10'37"E 158.38'

N68°10'37"E 159.99'

50' B.L.

30' X 400'
ACCESS EASEMENT
HEREBY DEDICATED

15'

LOT 2
2.372 AC.

645.51'

N21°48'25"W 646.06'

GRAVEL DRIVE

20.338 AC.
RANDY N. RIFE
DOC. NO. 2016068824

CHARLES C. SPEAR SURVEY,
ABSTRACT NO. 577

10.249 AC.
CHRISTOPHER L. HANKINSON
DOC. NO. 2017012845

(N22°01'13"W 1407.08')
N22°00'55"W 1406.89'

1371.39'

S67°58'42"W 159.99'

131.57'

S21°48'25"E 1408.34'
(S21°48'19"E 1408.23')

7.578 AC.
LOT 1

595.77'

83.163 AC.
JOHN DAVID KRENEK
AND CAROL SIMS
DOC. NO. 2017024835

BERM

POND
2,244 SQ. FT.

75' OSSF SETBACK

BRYAN TECH

S68°26'39"W 313.38'
(S68°24'42"W 313.25')

BRYAN TECH

10.262 AC.
JOSE L. VARELA
AND MARIA VARELA
DOC. NO. 2017037004

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

SUBDIVISION PLAT OF
SOTO Y PEREZ

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, OSCAR MANUEL SOTO, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2016099235 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "SOTO Y PEREZ".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 25 DAY OF November, 2025.

Oscar manuel Soto
OWNER SIGNATURE
OSCAR MANUEL SOTO, CO-OWNER
250 COUNTY ROAD 466, ELGIN, TX. 78621

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED OSCAR MANUEL SOTO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 25 DAY OF November, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

AURA GRISELDA AQUINO
Notary Public, State of Texas
Comm. Expires 08-19-2028
Notary ID 135045939

MY COMMISSION EXPIRES ON: 08-19-2028

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, JOSE ISMAEL MEJIA PEREZ, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2016099235 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS SUBDIVISION PLAT OF SOTO Y PEREZ.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 25 DAY OF November, 2025.

Jose Ismael Mejia Perez
OWNER SIGNATURE
JOSE ISMAEL MEJIA PEREZ, CO-OWNER
240 COUNTY ROAD 466, ELGIN, TX. 78621

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JOSE ISMAEL MEJIA PEREZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 25 DAY OF November, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

AURA GRISELDA AQUINO
Notary Public, State of Texas
Comm. Expires 08-19-2028
Notary ID 135045939

MY COMMISSION EXPIRES ON: 08-19-2028

METES AND BOUNDS DESCRIPTION:

DESCRIPTION OF 10.209 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE CHARLES C. SPEAR SURVEY, ABSTRACT NO. 577, BEING ALL OF THAT CERTAIN 10.208 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO OSCAR MANUEL SOTO AND JOSE ISMAEL MEJIA PEREZ, IN DOCUMENT NO. 2016099235, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.209 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING an iron rod with "Bryan Tech" Cap found in the southerly line of County Road 466 (R.O.W. varies) at the northeasterly corner of that certain 10.249 Acre Tract, described in a deed of record to Christopher L. Hankinson in Document No. 2017012845, Official Public Records of Williamson County, Texas, for the northwesterly corner of said 10.208 Acre Tract and the herein described tract;

THENCE N68°10'37"E, with the southerly line of said County Road 466 and the northerly line of said 10.208 Acre Tract, a distance of 318.50 feet to an iron rod with "Bryan Tech" Cap found at the northwesterly corner of that certain 20.338 acre tract, described in a deed of record to Randy N. Rife in Document No. 2016068824, Official Public Records of Williamson County, Texas, for the northeasterly corner of said 10.208 Acre Tract and the herein described tract;

THENCE S21°48'25"E, with the easterly line of said 10.208 acre Tract, same being in part, the westerly line of said 20.338 Acre Tract, and in part, the westerly line of that certain 83.163 acre tract, described in a deed of record to John David Krenek and Carol Sims in Document No. 2017024835, Official Public Records of Williamson County, Texas, passing at a distance of 812.58 feet, a 1/2" iron rod found at the common westerly corner of said 20.338 Acre Tract and said 83.163 Acre Tract, and continuing for a total distance of 1408.34 feet to an iron rod with "Bryan Tech" Cap found at the northeasterly corner of that certain 10.262 acre tract, described in a deed of record to Jose L. Varela and Maria Varela in Document No. 2017037004, Official Public Records of Williamson County, Texas, for the southeasterly corner of said 10.208 Acre Tract and the herein described tract;

THENCE S68°26'39"W, with the southerly line of said 10.208 Acre Tract and the northerly line of said 10.262 Acre Tract, a distance of 313.38 feet to an iron rod with "Bryan Tech" Cap found at the southeasterly corner of said 10.249 Acre Tract, for the southwesterly corner of said 10.208 Acre Tract and the herein described tract;

THENCE N22°00'55"W, with the westerly line of said 10.208 Acre Tract and the easterly line of said 10.249 Acre Tract, a distance of 1406.89 feet to the POINT OF BEGINNING, having an area of 10.209 acres of land, more or less.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, PHILLIP L. MCLAUGHLIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT WILLIAMSON COUNTY, TEXAS, THIS 21th DAY OF November, 2025.

PHILLIP L. MCLAUGHLIN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5300 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
PHILLIP L. MCLAUGHLIN
5300
PROFESSIONAL
LAND SURVEYOR

PLAT NOTES:

1. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

   THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
2. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE W.S.C. WASTEWATER SERVICE IS PROVIDED BY ON-SITE SEWAGE FACILITY.
4. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
6. NO LOT IN THIS SUBDIVISION ARE ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0725F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
7. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
8. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
9. NO LOT IN THIS SUBDIVISION IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
10. THE PROPOSED SUBDIVISION COMPLIES WITH THE WILLIAMSON COUNTY LONG RANGE TRANSPORTATION PLAN.
11. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
12. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
13. RIGHT OF WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.
14. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
15. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
16. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
17. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
18. LOTS 1 AND 2 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

ROAD NAME AND 911 ADDRESSING APPROVAL:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 25th DAY OF November, 20 25 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

Adam D. Boatright, PE — 12/02/2025
ADAM D. BOATRIGHT, PE — DATE
WILLIAMSON COUNTY ENGINEER

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

STEVEN SNELL, COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, NANCY E. RISTER, CLERK OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE

ON THE _____ DAY OF _____, 20___, A.D. AT_____O'CLOCK, __.M., AND

DULY RECORDED THIS THE _____ DAY OF _____. 20___, A.D. AT _____O'CLOCK, __.M.

IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK
COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

G&R SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

Commissioners Court - Regular Session **41.**

Meeting Date: 12/09/2025

Replat of Lots 1 & 2 Anothen subdivision – Pct 3

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying and approving the Replat of Lots 1 & 2 Anothen subdivision – Precinct 3.

Background

This subdivision consists of 2 residential lots and no new roads. The purpose of this replat is to increase the acreage of lot 1 by modifying the boundary between lots 1 and 2. Pursuant to the Commissioners Court action taken September 10th, 2019, the County Engineer has approved this replat in order to meet the review timelines set forth in House Bill 3167.

Timeline

2025-08-11 – initial submittal of the replat
2025-09-10 – 1st review complete with comments
2025-10-08 – 2nd submittal of replat
2025-10-23 – 2nd review complete with comments
2025-10-24 – 3rd submittal of replat
2025-10-24 – 3rd review complete with comments
2025-11-03 – receipt of replat with signatures
2025-11-12 – 4th review complete with comments cleared
2025-11-14 – County Engineer approval letter sent
2025-12-03 – replat placed on the December 9th, 2025 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Replat (CC) Anothen Lots 1&2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:27 AM
Form Started By: Misti Schulz		Started On: 12/02/2025 02:54 PM
Final Approval Date: 12/03/2025		

ANOTHEN SUBDIVISION REPLAT OF BLOCK 1, LOTS 1 & 2

BEING A REPLAT OF LOTS 1 AND 2, ANOTHEN SUBDIVISION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, AS SHOWN ON THE MAP OR PLAT THEREOF AND RECORDED IN DOCUMENT NO. 2024062833, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS.

LOT 1:
OWNERS: MATTHEW A. ARNOLD & MARIA ARNOLD
ACREAGE: 2.01 ACRES
PATENT SURVEY: EDWARD LANG SURVEY, ABSTRACT NO. 7
SURVEYOR: AARON J. HARP, RPLS 6830, HARP LAND SURVEYING
NUMBER OF NEW LOTS: 0
SITE ADDRESS: 468 CR 229, FLORENCE, TX 76527

LOT 2:
OWNERS: MICHAEL P. SCHROECK & REBECCA A. SCHROECK
ACREAGE: 7.39 ACRES
PATENT SURVEY: EDWARD LANG SURVEY, ABSTRACT NO. 7
SURVEYOR: AARON J. HARP, RPLS 6830, HARP LAND SURVEYING
NUMBER OF NEW LOTS: 0
SITE ADDRESS: 480 CR 229, FLORENCE, TX 76527

LEGAL DESCRIPTION:

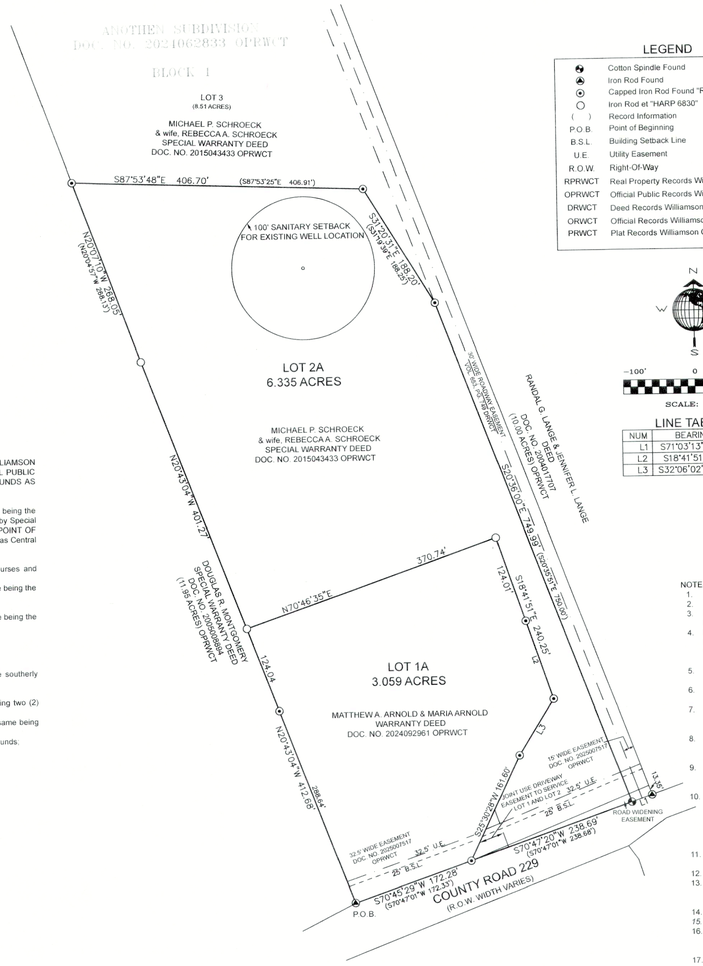
DESCRIPTION OF A 9.39 ACRE TRACT, BEING ALL OF LOTS 1 AND 2, ANOTHEN SUBDIVISION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, AS SHOWN ON THE MAP OR PLAT THEREOF AND RECORDED IN DOCUMENT NO. 2024062833, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, SAID 9.39 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING for reference at an iron rod found on the north line of County Road 229, having a right of way width that varies, said point being the southwest corner of said Lot 1, same being the southeast corner of that certain 11.95 acre tract conveyed to Douglas R. Montgomery by Special Warranty Deed and recorded in Document No. 2005008894, Official Public Records Williamson County, Texas, this point being the POINT OF BEGINNING and having Grid Coordinates of N(Y) 10286747.882, E(X) 3105046.667, United States State Plane Coordinate System, Texas Central Zone 4203, NAD83, and for the southwest corner of the herein described tract;

THENCE, coincident with the common lines of said Anothen Subdivision and of said Montgomery tract, the following three (3) courses and distances;
1. North 20°43'04" West, 288.64 feet to an iron rod found with a cap stamped "MAPLES" for the northwest corner of said Lot 1, same being the northerly southwest corner of said Lot 2;
2. North 20°43'04" West, 525.31 feet to a calculated point for an angle corner of said Lot 2;
3. North 20°07'10" West, 268.05 feet to an iron rod found with a cap stamped "MAPLES" for the northwest corner of said Lot 2, same being the northerly southwest corner of Lot 3 of said Anothen Subdivision;

THENCE, coincident with the common lines of said Lot 2 and Lot 3 , the following three (3) courses and distances;
1. South 87°53'48" East, 406.70 feet to an iron rod found with a cap stamped "MAPLES" for an angle corner of said Lot 2 and Lot 3;
2. South 31°20'31" East, 188.20 feet to an iron rod found with a cap stamped "MAPLES" for an angle corner of said Lot 2 and Lot 3;
3. South 20°36'00" East, 749.99 feet to a cotton spindle found on the north right of way line of said County Road 229 for the southerly southwest corner of said Lot 3, same being the southeast corner of said Lot 2;

THENCE, coincident with the north right of way line of said County Road 229 and the south line of said Lot 2 and Lot 1, the following two (2) courses and distances;
1. South 70°47'20" West, 238.69 feet to an iron rod found with a cap stamped "MAPLES" for the southwest corner of said Lot 2, same being the southeast corner of said Lot 1;
2. South 70°45'29" West, 172.28 feet to the POINT OF BEGINNING, containing 9.39 acres, more or less, within these metes and bounds;



LEGEND

●	Cotton Spindle Found
◉	Iron Rod Found
⊙	Capped Iron Rod Found "RPLS MAPLES"
○	Iron Rod et "HARP 6830"
( )	Record Information
P.O.B.	Point of Beginning
B.S.L.	Building Setback Line
U.E.	Utility Easement
R.O.W.	Right-Of-Way
RPRWCT	Real Property Records Williamson County, Texas
OPRWCT	Official Public Records Williamson County, Texas
DRWCT	Deed Records Williamson County, Texas
ORWCT	Official Records Williamson County, Texas
PRWCT	Plat Records Williamson County, Texas

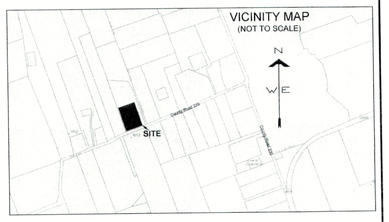
N
W E
S

-100' 0 100'
SCALE: 1" = 100'

LINE TABLE

NUM	BEARING	DISTANCE
L1	S71°03'13"W	29.97'
L2	S18°41'51"E	116.24'
L3	S32°06'02"W	91.92'

VICINITY MAP
(NOT TO SCALE)



NOTES:
1. THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
2. THERE ARE NO NEW ROADS.
3. BEARING BASIS IS GRID NORTH, UNITED STATES PLANE COORDINATE SYSTEM, TEXAS, CENTRAL ZONE 4203, NAD83, BEARING, DISTANCES, AND AREA SHOWN HERON ARE GRID.
4. NO PORTION OF THIS PROPERTY SHOWN HEREON IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100 YEAR (1% CHANCE) FLOOD, AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0100E, DATED SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
5. POINT OF BEGINNING AND HAVING GRID COORDINATES OF N(Y) 10286747.882, E(X) 3105046.667, UNITED STATES STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NAD83.
6. NO COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY HAS BEEN PROVIDED. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY.
7. EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF ANOTHEN SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2024062833, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS.
8. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
9. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY OR THE CITY OF GEORGETOWN, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
10. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
11. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
12. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
13. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
14. WATER SERVICE IS PROVIDED BY GEORGETOWN WATER.
15. WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITY.
16. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OFWAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
17. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
18. LOTS 1 AND 2 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
19. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICHLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.

SHEET 1 OF 2

HARP LAND SURVEYING LLC
P.O. BOX 404
CEDAR PARK, TX 78630
harpsurveying.com
FIRM NO. 10194690

SUBMITTAL DATE: 8/11/2025 - CORRECTED/REVISED DATE: 10/24/2025

ANOTHEN SUBDIVISION
REPLAT OF LOTS 1 & 2

BEING A REPLAT OF LOTS 1 AND 2, ANOTHEN SUBDIVISION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, AS SHOWN ON THE MAP OR PLAT THEREOF AND RECORDED IN DOCUMENT NO. 2024062833, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS.

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, MATTHEW A. ARNOLD, CO-OWNER OF LOT 1, ANOTHEN SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2024062833, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, CONVEYED BY WARRANTY DEED AND RECORDED IN DOCUMENT NO 2024092961, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS ANOTHEN SUBDIVISION, REPLAT OF LOTS 1 & 2.
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3 DAY OF November, 2025.

MATTHEW A. ARNOLD

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY, MATTHEW A. ARNOLD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 3rd DAY OF November, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Pat Carranco
MY COMMISSION EXPIRES: 3/29/29

PAT CARRANCO
My Notary ID # 5783609
Expires March 29, 2029

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, MARIA ARNOLD, CO-OWNER OF LOT 1, ANOTHEN SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2024062833, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, CONVEYED BY WARRANTY DEED AND RECORDED IN DOCUMENT NO 2024092961, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS ANOTHEN SUBDIVISION, REPLAT OF LOTS 1 & 2.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3 DAY OF NOVEMBER, 2025.

MARIA ARNOLD

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY, MARIA ARNOLD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 3rd DAY OF November, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Pat Carranco
MY COMMISSION EXPIRES: 3/29/29

PAT CARRANCO
My Notary ID # 5783609
Expires March 29, 2029

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, REPRESENTATIVE FOR FIRST TEXAS BANK, AS THE LIEN HOLDER OF LOT 1, ANOTHEN SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2024062833, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, CONVEYED BY WARRANTY DEED AND RECORDED IN DOCUMENT NO 2024092961, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS ANOTHEN SUBDIVISION, REPLAT OF LOTS 1 & 2.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3rd DAY OF November, 2025.

FIRST TEXAS BANK, REPRESENTATIVE
TITLE: Vice President

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY, _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 3rd DAY OF November, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Pat Carranco
MY COMMISSION EXPIRES: 3/29/29

PAT CARRANCO
My Notary ID # 5783609
Expires March 29, 2029

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, AARON J. HARP, RPLS #6830, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, AND COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARD AQUIFER RECHARGE ZONE.

SIGNATURE AND SEAL OF LICENSED SURVEYOR

DATE: 10/24/2025

STATE OF TEXAS
REGISTERED
AARON J. HARP
6830
PROFESSIONAL
LAND SURVEYOR

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, MICHAEL P. SCHROECK, CO-OWNER OF LOT 2, ANOTHEN SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2024062833, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, CONVEYED BY SPECIAL WARRANTY DEED AND RECORDED IN DOCUMENT NO 2015043433, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS ANOTHEN SUBDIVISION, REPLAT OF LOTS 1 & 2.
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3 DAY OF November, 2025.

MICHAEL P. SCHROECK

THE STATE OF TEXAS
{COUNTY OF WILLIAMSON}

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY, MICHAEL P. SCHROECK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 3 DAY OF November, 2025

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Jason Furr
MY COMMISSION EXPIRES: 9/15/29

JASON FURR
Notary Public, State of Texas
My Commission Expires
September 15, 2029
NOTARY ID 131381426

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, REBECCA A. SCHROECK, CO-OWNER OF LOT 2, ANOTHEN SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2024062833, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, CONVEYED BY WARRANTY DEED AND RECORDED IN DOCUMENT NO 2024092961, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS ANOTHEN SUBDIVISION, REPLAT OF LOTS 1 & 2.
TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2025.

REBECCA A. SCHROECK

THE STATE OF TEXAS
{COUNTY OF WILLIAMSON}

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY, REBECCA A. SCHROECK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 3 DAY OF November, 2025

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Jason Furr
MY COMMISSION EXPIRES: 9/15/29

JASON FURR
Notary Public, State of Texas
My Commission Expires
September 15, 2029
NOTARY ID 131381426

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT I, REPRESENTATIVE FOR CAPITAL FARM CREDIT FLCA, AS THE LIEN HOLDER OF LOT 2, ANOTHEN SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2024062833, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, CONVEYED BY WARRANTY DEED AND RECORDED IN DOCUMENT NO 2024092961, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS ANOTHEN SUBDIVISION, REPLAT OF LOTS 1 & 2.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 4 DAY OF November, 2025.

CAPITAL FARM CREDIT FLCA REPRESENTATIVE
TITLE: _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY, _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 4 DAY OF November 2025

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Patricia Lopez
MY COMMISSION EXPIRES: 10/17/2028

PATRICIA A LOPEZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10/17/28
NOTARY ID 12515189-6

LEGEND

●	Cotton Spindle Found
◉	Iron Rod Found
⊙	Capped Iron Rod Found "RPLS MAPLES"
○	Iron Rod et "HARP 6830"
( )	Record Information
P.O.B.	Point of Beginning
B.S.L.	Building Setback Line
U.E.	Utility Easement
R.O.W.	Right-Of-Way
RPRWCT	Real Property Records Williamson County, Texas
OPRWCT	Official Public Records Williamson County, Texas
DRWCT	Deed Records Williamson County, Texas
ORWCT	Official Records Williamson County, Texas
PRWCT	Plat Records Williamson County, Texas

ON-SITE SEWAGE FACILITY APPROVAL:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

ADAM D. BOATRIGHT, P.E. DATE
WILLIAMSON COUNTY ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 4th DAY OF November, 2025 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR Teresa Baker

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS:

II, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

STEVEN SNELL, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFIED THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, AND ____ M. AND DULY RECORDED THIS THE DAY OF _____, 20____ A.D. AT _____ O'CLOCK, ____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____ TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.
NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS
BY _____, DEPUTY
PRINTE NAME: _____

SHEET 2 OF 2

HARP LAND SURVEYING LLC
P.O. BOX 404
CEDAR PARK, TX 78630
harpsurveying.com
FIRM NO. 10194690

Commissioners Court - Regular Session **42.**

Meeting Date: 12/09/2025

Preliminary plat for the Brushy Meadows subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval the preliminary plat for the Brushy Meadows subdivision – Precinct 4.

Background

This proposed subdivision consists of 15 lots and no new roads on 39.32-acres.

Timeline

2022-12-06 – initial submittal of the preliminary plat
2023-01-05 – 1st review complete with comments
2023-01-10 – 2nd submittal of preliminary plat
2023-01-25 – 2nd review complete with comments
2023-02-22 – 3rd submittal of preliminary plat
2023-03-09 – 3rd review complete with comments
2025-03-25 – 4th submittal of preliminary plat
2025-04-09 – 4th review complete with comments
2025-09-24 – 5th submittal of preliminary plat
2025-10-08 – 5th review complete with minor comments
2025-11-26 – 6th submittal of preliminary plat
2025-12-01 – 6th review complete with comments cleared
2025-12-03 – preliminary plat placed on the December 9th, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

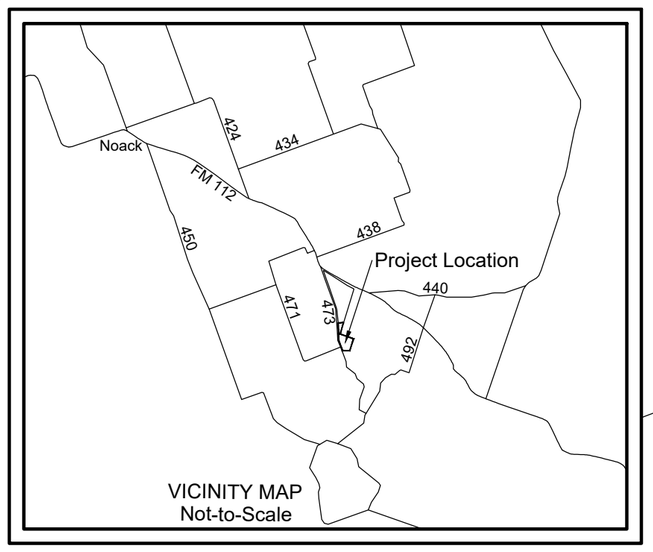
Attachments

Preliminary plat Brushy Meadows

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:27 AM
Form Started By: Misti Schulz		Started On: 12/02/2025 03:00 PM
Final Approval Date: 12/03/2025		

BRUSHY MEADOWS
WILLIAMSON COUNTY, TEXAS



1" = 200'

LOTS 1, 2, AND 3 SHALL ONLY USE A SINGLE SHARED DRIVEWAY.

LOTS 4, 5, AND 6 SHALL ONLY USE A SINGLE SHARED DRIVEWAY.

LOTS 7, 8, AND 9 SHALL ONLY USE A SINGLE SHARED DRIVEWAY.

LOTS 10, 11, AND 12 SHALL ONLY USE A SINGLE SHARED DRIVEWAY.

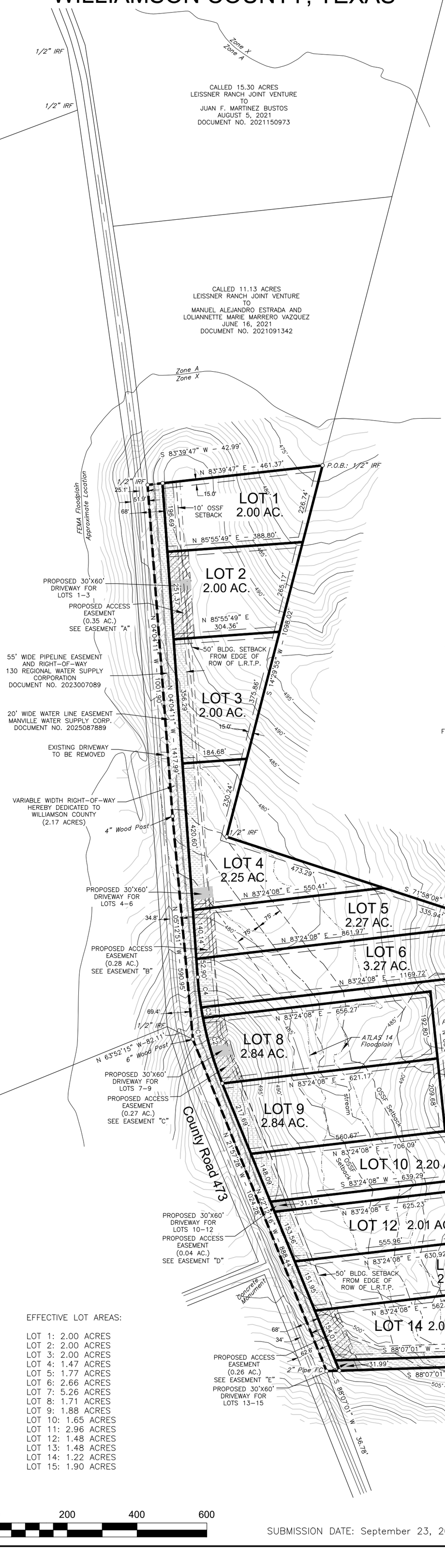
LOTS 13, 14, AND 15 SHALL ONLY USE A SINGLE SHARED DRIVEWAY.

NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

LOTS 7, 11, AND 15 MAY NOT BE FURTHER SUBDIVIDED.

DRIVEWAY SPACING PER DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT SERVICES & DRAINAGE:
MINIMUM 425' EDGE DRIVE TO EDGE DRIVE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1000.00'	17°56'42"	313.20'	N 13°02'32" W	311.92'
C2	1000.00'	11°13'40"	195.96'	N 16°24'02" W	195.65'
C3	1000.00'	1°43'19"	30.05'	N 09°55'33" W	30.05'
C4	1000.00'	4°59'42"	87.18'	N 06°34'02" W	87.15'
C5	940.00'	11°58'16"	196.40'	S 17°02'24" E	196.04'



LEGEND

- Proposed Access Easement
- 20' wide Manville Easement
- 55' wide pipeline easement and right-of-way 130 Regional Water Supply Corp.
- E — Overhead Electric Line
- Lot Lines
- County Road Centerline
- Existing Easement
- Approximate centerline of stream
- OSSF setback
- Proposed Utility Easement (widths as stated in notes)
- IRF — Iron Rod Found
- FC — Fence Corner
- P.U.E. — Public Utility Easement

OWNER: PWG RANCH INVESTMENTS, LTD
P.O. BOX 1249
SAN MARCOS, TEXAS 78667
(512) 396-5115

EFFECTIVE LOT AREAS:

LOT 1: 2.00 ACRES
LOT 2: 2.00 ACRES
LOT 3: 2.00 ACRES
LOT 4: 1.47 ACRES
LOT 5: 1.77 ACRES
LOT 6: 2.66 ACRES
LOT 7: 5.26 ACRES
LOT 8: 1.71 ACRES
LOT 9: 1.88 ACRES
LOT 10: 1.65 ACRES
LOT 11: 2.96 ACRES
LOT 12: 1.48 ACRES
LOT 13: 1.48 ACRES
LOT 14: 1.22 ACRES
LOT 15: 1.90 ACRES

PRELIMINARY PLAT
BRUSHY MEADOWS
WILLIS WEST SURVEY, A-656
WILLIAMSON COUNTY, TEXAS

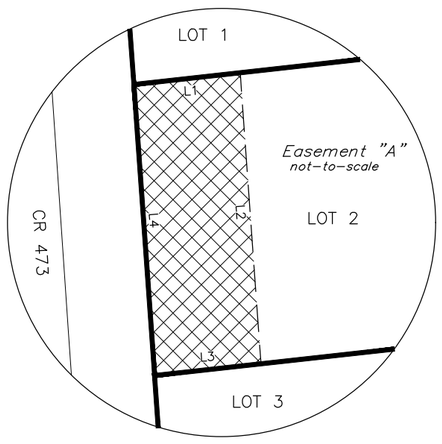
DRAWN BY: SJ	SCALE: 1" = 200'
SURVEYED BY: SM	SHEET 1 of 2
DATE: 07-22-2022	FILE NO: 2112-B.M.DWG
REVISED: 5-30-2024	
REVISED: 3-25-2025	
REVISED: 9-23-2025	
REVISED: 11-21-2025	

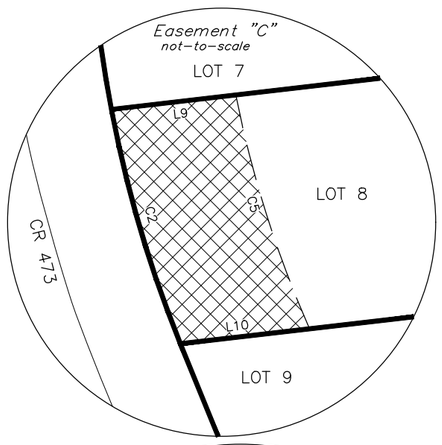
JDS SURVEYING, INC.
PROFESSIONAL SURVEYING & MAPPING
T.B.P.E.L.S. Firm Registration No. 10194118
373 W. Main, Van, TX 75790 - Phone: (903) 963-2333

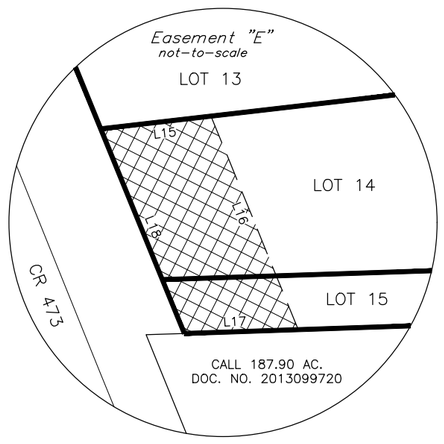
0 200 400 600

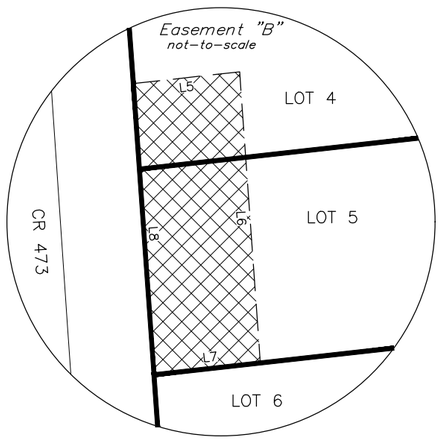
SUBMISSION DATE: September 23, 2025

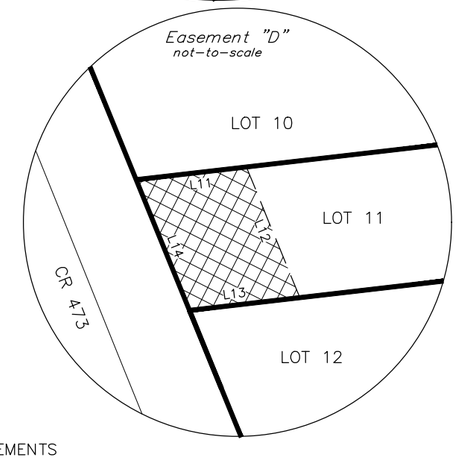
BRUSHY MEADOWS
WILLIAMSON COUNTY, TEXAS











Access Easements

LINE	BEARING	DISTANCE
L1	N 85°55'49" E	60.00'
L2	S 04°04'11" E	251.37'
L3	S 85°55'49" W	60.00'
L4	N 04°04'11" W	251.37'
L5	N 83°24'08" E	60.00'
L6	S 04°04'11" E	200.41'
L7	S 83°24'08" W	60.00'
L8	N 04°04'11" W	200.41'
L9	N 83°24'08" E	60.17'
L10	S 83°24'08" W	62.39'
L11	N 83°24'08" E	62.22'
L12	S 21°57'28" E	31.11'
L13	S 83°24'08" W	62.22'
L14	N 21°57'28" W	31.11'
L15	N 83°24'08" E	62.30'
L16	S 22°10'35" E	191.42'
L17	S 88°07'01" W	63.88'
L18	N 22°12'18" W	186.00'

PROPOSED ACCESS EASEMENTS

Easement A – Lots 1 2 3
Easement B – Lots 4 5 6
Easement C – Lots 7 8 9
Easement D – Lots 10 11 12
Easement E – Lots 13 14 15

OWNERS CERTIFICATE

WHEREAS, PWG RANCH INVESTMENTS, LTD. IS THE OWNER OF A TRACT OF LAND IN THE WILLIS WEST SURVEY, ABSTRACT NUMBER 656, WILLIAMSON COUNTY, TEXAS.

LEGAL DESCRIPTION

39.32 ACRES

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LOCATED WITHIN THE WILLIS WEST SURVEY, ABSTRACT NO. 656 OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 41.49 ACRE TRACT AS DESCRIBED IN A DEED FROM LEISSNER RANCH JOINT VENTURE TO PWG RANCH INVESTMENTS, LTD., DATED JANUARY 20, 2021 AND RECORDED IN DOCUMENT NO. 2021021483 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND THIS 39.32 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE WEST LINE OF A CALLED 131.91 ACRE TRACT, DESCRIBED AS EXHIBIT A IN A DEED FROM FEDERAL DEPOSIT INSURANCE CORPORATION TO JERRY BALUSEK, JR., DATED DECEMBER 16, 1991 AND RECORDED IN VOLUME 2091, PAGE 18, AND BEING AT THE SOUTHEAST CORNER OF A CALLED 11.13 ACRE TRACT AS DESCRIBED IN A DEED FROM LEISSNER RANCH JOINT VENTURE TO MANUEL ALEJANDRO ESTRADA AND LOLIANNETTE MARIE MARRERO VAZQUEZ, DATED JUNE 16, 2021 AND RECORDED IN DOCUMENT NO. 2021091342, FROM WHICH A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 131.91 ACRE TRACT BEARS NORTH 14 DEG. 29 MIN. 55 SEC. EAST, A DISTANCE OF 3,240.37 FEET;

THENCE SOUTH 14 DEG. 29 MIN. 55 SEC. WEST, WITH THE WEST LINE OF SAID 131.91 ACRE TRACT, A DISTANCE OF 1,098.02 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAME;

THENCE SOUTH 71 DEG. 58 MIN. 08 SEC. EAST, WITH THE SOUTH LINE OF SAID 131.91 ACRE TRACT, A DISTANCE OF 1,332.69 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAME AND BEING IN THE WEST LINE OF A CALLED 220 ACRE TRACT, DESCRIBED AS FIRST TRACT IN A DEED FROM LOUELLE RYAN TO MARY LU RYAN HAASE, DATED DECEMBER 28, 1976 AND RECORDED IN VOLUME 655, PAGE 788;

THENCE SOUTH 15 DEG. 57 MIN. 53 SEC. WEST, WITH THE WEST LINE OF SAID 220 ACRE TRACT, A DISTANCE OF 1,139.41 FEET TO A 2" PIPE FENCE CORNER FOUND AT THE SOUTHWEST CORNER OF SAME, AND BEING AT AN ELL CORNER OF A CALLED 187.90 ACRE TRACT AS DESCRIBED IN A DEED FROM ELMER EUGENE KILGORE, ET AL TO DWAIN DOHERTY AND WIFE, LISA DOHERTY, DATED OCTOBER 16, 2013 AND RECORDED IN DOCUMENT NO. 2013099720;

THENCE SOUTH 88 DEG. 07 MIN. 01 SEC. WEST, WITH THE NORTH LINE OF SAID 187.90 ACRE TRACT, A DISTANCE OF 631.07 FEET TO 1/2" IRON ROD SET FOR CORNER, FROM WHICH A 2" PIPE FENCE CORNER FOUND IN THE NORTHEAST LINE OF COUNTY ROAD 473 AND BEING AT THE NORTHWEST CORNER OF SAID 187.90 ACRE TRACT, BEARS SOUTH 88 DEG. 07 MIN. 01 SEC. WEST, A DISTANCE OF 36.78 FEET;

THENCE ACROSS SAID 41.49 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

- NORTH 22 DEG. 12 MIN. 16 SEC. WEST, A DISTANCE OF 888.44 FEET TO A 1/2" IRON ROD SET FOR CORNER AND BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 17 DEG. 56 MIN. 42 SEC., A RADIUS OF 1,000.00 FEET, AND A CHORD BEARING AND LENGTH OF NORTH 13 DEG. 02 MIN. 32 SEC. WEST, 311.92 FEET;
- WITH SAID CURVE TO RIGHT, AN ARC LENGTH OF 313.20 FEET TO A 1/2" IRON ROD SET FOR CORNER;
- NORTH 04 DEG. 04 MIN. 11 SEC. WEST, A DISTANCE OF 1,417.99 FEET TO A 1/2" IRON ROD SET FOR CORNER IN THE SOUTH LINE OF SAID 11.13 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND IN THE EAST LINE OF SAID COUNTY ROAD 473 AND BEING AT THE SOUTHWEST CORNER OF SAID 11.13 ACRE TRACT, BEARS SOUTH 83 DEG. 39 MIN. 47 SEC. WEST, A DISTANCE OF 42.99 FEET;

THENCE NORTH 83 DEG. 39 MIN. 47 SEC. EAST, WITH THE SOUTH LINE OF SAID 11.13 ACRE TRACT, A DISTANCE OF 461.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 39.32 ACRES OF LAND.

NOTES:

No lot in this subdivision is encroached by a special flood hazard area inundated by the 100–year (1% chance) flood as identified by the U.S. Federal Emergency Management Agency flood insurance rate map, community panel no. 48491C0600F, effective date December 20, 2019 for Williamson County, Texas.

The bearings hereon were oriented to agree with grid north and were derived using g.p.s. equipment. (Texas Central Zone – NAD 83).

Iron rods set capped with plastic caps stamped (JDS 10194118) at all newly established lot corners.

" " denotes 1/2" iron rod set with plastic cap stamped (JDS 10194118) unless otherwise noted.

Electric service to be provided by Bluebonnet Electric Cooperative.
Sewer service for this subdivision will be provided by on–site sewage facilities.
Water service to be provided by Manville Water Supply Corp.

Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited; and, the existing creeks or drainage channels traversing along or across the subdivided tracts will remain as open channels, and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the creeks or drainage channels; and, Williamson County will not be responsible for any property damage, property loss, personal injury, or loss of life by flooding or flooding conditions; and Williamson County will not be responsible for the maintenance and operation of drainage ways for the control of erosion located on private property.

Acreage: 39.32 acres

All private drives will be signed in a manner that indicates its private status. Williamson County shall not be responsible for maintenance of private drives emergency access easements, recreation areas and open spaces, and said owners agree to indemnify and save harmless Williamson County from all claims, damages and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph.

It is the responsibility of the owner, not the county, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.

The county assures no responsibility for the accuracy of representations by other parties in this plat. floodplain data, in particular, may change. it is further understood that the owners of the tract of land conveyed by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the county.

All public roadways and easements shown on this plat are free of liens.

Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right–of–way shall meet the current TXDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.

Any development on a lot for other than single family residential use will require compliance with Williamson County regulation B11.1 and on–site detention shall be provided as required or needed.

The public utility easement and building setback lines are defined as:

1. Fifteen foot (15') wide area on the sides of each Lot that share a common boundary line with another Lot.
2. Thirty foot (30') wide area on the sides of each Lot that do not share a common boundary line with another Lot, for the benefit of utilities.
3. Fifty foot (50') wide setback from the front Lot line along County Road 473.

All sidewalks shall be maintained by each of the adjacent property owners.

This development is considered exempt from on–site stormwater detention controls based on Williamson County subdivision regulation B11.1.3, which states that a proposed development may be considered exempt from providing on–site stormwater detention if all lots are 2 acres or more and less than 20% of impervious cover per lot.

Maximum of 20% impervious cover per lot, otherwise stormwater management controls shall be designed, constructed and maintained by owner. if impervious cover is proposed to exceed maximum percentage allowed, contact Williamson County floodplain administration to review the stormwater management controls proposed on lot.

LEGEND

Proposed access easement

Lot Lines

SURVEYOR: JDS SURVEYING, INC.
373 W. MAIN
VAN, TEXAS 75790
(903) 963–2333

ENGINEER: CUATRO CONSULTANTS, LTD.
120 RIVERWALK DRIVE, SUITE 208
SAN MARCOS, TX 78666
(512) 312–5040

OWNER: PWG RANCH INVESTMENTS, LTD
P.O. BOX 1249
SAN MARCOS, TEXAS 78667
(512) 396–5115

PRELIMINARY PLAT
BRUSHY MEADOWS
WILLIS WEST SURVEY, A-656
WILLIAMSON COUNTY, TEXAS

DRAWN BY: SJ	SCALE: 1" = 200'
SURVEYED BY: SM	SHEET 1 of 2
DATE: 07–22–2022	FILE NO: 2112–B.M.DWG
REVISED: 5–30–2024	
REVISED: 3–25–2025	
REVISED: 9–23–2025	
REVISED: 11–21–2025	

JDS SURVEYING, INC.
PROFESSIONAL SURVEYING & MAPPING
T.B.P.E.L.S. Firm Registration No. 10194118
373 W. Main, Van, TX 75790 - Phone: (903) 963-2333

Commissioners Court - Regular Session **43.**

Meeting Date: 12/09/2025

Replat of the Highland Horizon Phase II Lot 5 Block O subdivision – Pct 3

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the Replat of the Highland Horizon Phase II Lot 5 Block O subdivision – Precinct 3.

Background

This subdivision consists of 2 commercial lots and no new roads on 1.2772-acres. The purpose of this replat is to subdivide the single existing lot into 2 newly configured lots.

Timeline

2024-11-07 – initial submittal of the replat
2024-12-06 – 1st review complete with comments
2025-01-09 – 2nd submittal of replat
2025-01-23 – 2nd review complete with comments
2025-07-31 – 3rd submittal of replat
2025-08-15 – 3rd review complete with comments
2025-09-16 – 4th submittal of replat
2025-09-30 – 4th review complete with comments
2025-10-17 – 5th submittal of replat
2025-11-01 – 5th review complete with minor comments
2025-11-24 – receipt of replat with signatures
2025-12-01 – 6th review complete with comments cleared
2025-12-03 – replat placed on the December 9th, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

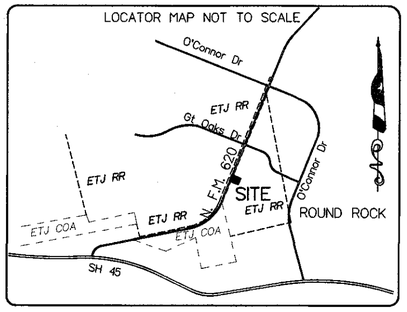
Replat Highland Horizon Ph2 Lot5 BlkO

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:24 AM

Form Started By: Misti Schulz
Started On: 12/02/2025 03:08 PM
Final Approval Date: 12/03/2025

REPLAT OF HIGHLAND HORIZON PHASE II LOT 5 BLOCK O



TWO LOTS FOR COMMERCIAL PURPOSES;
LOT 5A–0.7025 AC/30,600 SQ FT
LOT 5B–0.5747 AC/25,035 SQ FT
TOTAL: 1.2772 AC /55,635 SQ FT

GENERAL DESCRIPTION:

FIELD NOTES FOR 1.2772 ACRES, BEING ALL OF LOT 5, BLOCK O, HIGHLAND HORIZON PHASE II, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 2009010851, OFFICIAL PUBLIC RECORDS; SAVE AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF TEXAS FOR RIGHT OF WAY BY DEED RECORDED IN DOCUMENT NO. 2011084545, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY; SAID LOT CONVEYED TO EIG14T CCP TX ROUND ROCK LLC BY DEED RECORDED IN DOCUMENT NO. 2024069143, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:

Beginning at a 1/2" iron rod found in the SE line of RM 620, a variable width public ROW, also being the most NW corner of Lot 6, Block O, Highland Horizon Phase II, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Document No 2009010851, Official Public Records, further being the SW corner of Lot 4, BLock O of said Highland Horizon Phase II, from which point a 1/2" iron rod with cap found at the SW corner of said Lot 6 bears S35°02'43"W at a distance of 242.55 feet;

THENCE N35°03'18"E along the SE line of RR 620 and the NW line of Lot 5 for a distance of 242.39 feet to a spindle found in a concrete driveway at the SW corner of Lot 4, Block O, also being the NW corner of Lot 5, from which point, a 1/2" iron rod with cap found in said SE line bears N35°06'11"E at a distance of 34.00 feet;

THENCE S54°58'17"E along the NE line of Lot 5 for a distance of 229.48 feet to an "X" set on top of a concrete column, for the NE corner hereof, also being in the NW line of Lot 5, Block M of said Highland Horizon Phase II;

THENCE S35°03'38"W along the SE line of Block O and the NW line of Block M for a distance of 242.50 feet to a 1/2' iron rod found in the NW line of Lot 10, Block M, also being the NE corner of Lot 6, Block O, and the SE corner of the herein described tract;

THENCE N54°56'40"W along the NE line of Lot 6, and the SW line of Lot 5 for a distance of 229.40 feet to the POINT OF BEGINNING, containing 1.2772 acres of land, more or less.

OWNER:
EIG14T CCP TX ROUND ROCK LLC
1695 12 MILE ROAD STE #100
BERKLEY, MICHIGAN 48072-2100
ACREAGE:1.2772 AC
SURVEYOR: WATERLOO SURVEYORS LLC
BLOCKS: ONE BLOCK/ TWO LOTS
LINEAR FEET OF NEW STREETS:NONE
SUBMITTAL DATE:

BENCHMARK:
MAG NAIL ON INLET ELEVATION:827.48' NAVD88
GEOID12B

PATENT SURVEY:
JOHN McQUEEN SURVEY ABSTRACT NO. 425
WILLIAMSON COUNTY, TEXAS

ENGINEER:
GARY ELI JONES TEXAS PE NO 79198
ELI ENGINEERING, P.L.L.C. FIRM NO. 17877
700 THERESA COVE
CEDAR PARK, TEXAS 78613
PHONE: 512-658-8095

NUMBER OF LOTS BY TYPE:
TWO LOTS FOR COMMERCIAL USE
DATE OF PREPARATION: SEPTEMBER 11, 2024
DATE OF FIRST REVISION: DECEMBER 26, 2024
DATE OF SECOND REVISION: JUNE 25, 2025
DATE OF THIRD REVISION: JULY 9, 2025
DATE OF FOURTH REVISION: SEPTEMBER 11, 2025

WATERLOO SURVEYORS LLC
15511 HWY 71 W
STE 110 PMB# 118
BEE CAVES, TEXAS 78738
Phone: 512-481-9602
www.waterloosurveyors.com
FIRM# 10124400

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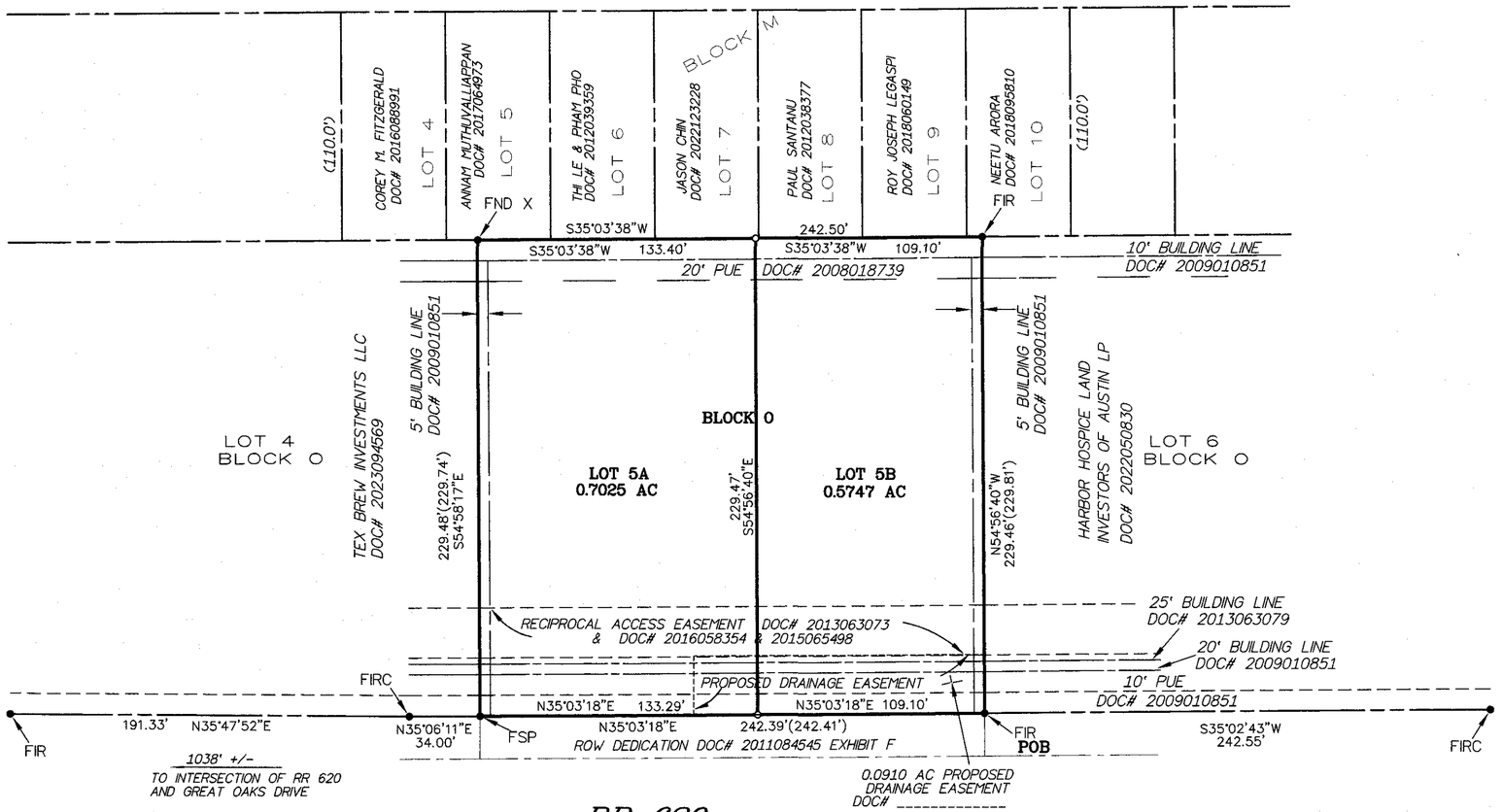
GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 INCH = 50 FT.

LEGEND
FOUND 1/2" IRON ROD FIR
FOUND 1/2" IRON ROD W/CAP FIRC
SET 1/2" IRON ROD W/CAP SIRC
LABELED "WATERLOO RPLS 4324"
FOUND MAG NAIL FMN
FOUND MAG NAIL WITH WASHER FMNWASH
FOUND DIVOT WITH "X" FNDX
POINT OF BEGINNING POB
PROPERTY LINE
EASEMENT LINE
ADJOINER PROPERTY LINE
BUILDING LINE

BEARING BASE
THE TEXAS COORDINATE SYSTEM OF 1983(NAD83) CENTRAL TEXAS ZONE, BASED ON LOCAL NETWORK GPS OBSERVATIONS.

50' ROW
ARCHIPELAGO TRAIL



REPLAT OF HIGHLAND HORIZON PHASE II LOT 5 BLOCK O

STATE OF ~~TEXAS:~~ MICHIGAN
COUNTY OF ~~WILLIAMSON:~~ OAKLAND

WE, EIG14T CCP TX ROUND ROCK LLC. OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED BY DEED RECORDED IN DOCUMENT NO. 2024069143, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIENHOLDERS OF THE CERTAIN TRACT OF LAND AND DO HEREBY REPLAT SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC, ALL EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND STATE THAT ALL PUBLIC EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. HOWEVER, THE 24 FOOT PRIVATE ACCESS EASEMENT SHALL BE RETAINED BY THE HOA. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF HIGHLAND HORIZON PHASE II, LOT 5 BLOCK O

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF NOVEMBER, 2025.

~~OWNER~~ REED FENTON, MANAGER
EIG14T CCP TX ROUND ROCK LLC
1695 12 MILE RD STE #100
BERKLEY, MICHIGAN 48072-2100

STATE OF ~~TEXAS:~~ MICHIGAN
COUNTY OF ~~WILLIAMSON:~~ OAKLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, REED FENTON, KNOWN TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 19 DAY OF NOVEMBER,

2025, A.D., NOTARY PUBLIC IN AND FOR ~~WILLIAMSON~~ OAKLAND COUNTY, ~~TEXAS~~ MICHIGAN

NOTARY: _____ 9-25-2027
PRINT OR STAMP NAME HERE — MY COMMISSION EXPIRES

MICHAEL J. LARAMIE
Notary Public, State of Michigan
County of Oakland
My Commission Expires Sep. 25, 2027
Acting in the County of Oakland

ADDRESSING:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 24 DAY OF November 2025. AD

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

STATE OF TEXAS :
COUNTY OF WILLIAMSON :

I, GARY ELI JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS. AND I CERFIFY THAT NO PORTION OF THIS PROPERTY IS WITHIN A FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL INSURANCE ADMINISTRATION DEPARTMENT OF HUD FLOOD HAZARD BOUNDARY, REVISED AS PER MAP NUMBER 48491C0630F FOR UNINCORPORATED AREAS OF WILLIAMSON COUNTY, DATED DECEMBER 20, 2019.

_____ 11/24/25
GARY ELI JONES TEXAS PE NO 79198 — DATE
ELI ENGINEERING, P.L.L.C. FIRM NO. 17877
700 THERESA COVE
CEDAR PARK, TEXAS 78613
PHONE: 512-658-8095

STATE OF TEXAS — GARY ELI JONES — 79198 — LICENSED PROFESSIONAL ENGINEER

WATERLOO SURVEYORS LLC
15511 HWY 71 W
STE 110 PMB# 118
BEE CAVES, TEXAS 78738
Phone: 512-481-9602
www.waterloosurveyors.com
FIRM# 10124400
A1528P

NOTES:

1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT WILL REMAIN WITH THE OWNER:
2. WATER SERVICE IS PROVIDED BY BRUSHY CREEK MUD. WASTEWATER SERVICE IS PROVIDED BY BRUSHY CREEK MUD WASTEWATER SYSTEM.
3. THE LANDOWNER ASSUMES ALL RISK ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTED TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR THE REPLACEMENT OF THE IMPROVEMENT.
4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
5. EXCEPT AS MAY BE MODIFIED HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF HIGHLAND HORIZON PHASE II, AS RECORDED IN DOCUMENT NO. 2009010851, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
6. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
7. ANY INCREASES OF IMPERVIOUS COVER WITHIN THE NON-DEVELOPED AREA MAY REQUIRE DETENTION POND MODIFICATIONS AND TO SUBMIT A CERTIFICATE OF COMPLIANCE FOR DEVELOPMENT ON LOT 5B.
8. THE MINUMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY. TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
9. THE OWNERS SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONISIBLE FOR MAINTENANCE AND LIABILITY OF ANY LANDSCAPING. IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
10. EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE THAT ALL ROADS WITHIN THIS SUBDIVISION ARE PRIVATE. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS UNLESS THEY MEET THE COUNTY STANDARDS IN EFFECT ON THE DATE OF ACCEPTANCE.
11. THE OWNERS SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONISIBLE FOR THE MAINTENANCE OF THE ROAD WITHIN THIS SUBDIVISION. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE AND MEMBERSHIP IN THIS ASSOCIATION SHALL BE MANDATORY FOR ALL LOT OWNERS.
12. THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET FLOW ACROSS PROPERTIES AND ROADWAYS. PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORMWATER THAT ORIGINATES ACROSS ROADWAYS. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT TOP OF GRASS AND OTHER LANDSCAPING ALONG RIBBON CURB, ON THE DOWNSLOPE OF THE ROADWAY, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT-OF-WAY.
13. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
14. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTER.
15. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
16. NO PORTION OF THIS PROPERTY IS WITHIN A FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL INSURANCE ADMINISTRATION DEPARTMENT OF HUD FLOOD HAZARD BOUNDARY MAP, REVISED AS PER MAP NUMBER 48491C0630F FOR UNINCORPORATED AREAS OF WILLIAMSON COUNTY, DATED DECEMBER 20, 2019.
17. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY BRUSHY CREEK MUNICIPAL UTILITY DISTRICT. THE CONSTRUCTION AND OPERATION OF ALL WATER FACILITIES WITHIN THE SUBDIVISION MUST COMPLY WITH ALL RULES AND POLICIES OF BRUSHY CREEK MUNICIPAL UTILITY DISTRICT. NO BUILDING ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER CONNECTIONS HAVE BEEN MADE TO THE BRUSHY CREEK MUNICIPAL UTILITY DISTRICT WATER SYSTEM AND ALL PLUMBING APPROVED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE DISTRICT.
18. THE MAXIMUM IMPERVIOUS COVER IS AS APPROVED PER LOTS 5A AND 5B, RESPECTIVELY, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.

STATE OF TEXAS :
COUNTY OF WILLIAMSON :

THAT I, KARL E. ATKINS, LICENSED TO PRACTICE THE PROFESSION OF SURVEYING IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

_____ 11/13/25
KARL E. ATKINS R.P.L.S. 4618 — DATE
WATERLOO SURVEYORS LLC
15511 HWY 71 W
STE 110 PMB# 118
BEE CAVES, TEXAS 78738
Phone: 512-481-9602

STATE OF TEXAS — REGISTERED — KARL ATKINS — 4618 — PROFESSIONAL LAND SURVEYOR

GENERAL NOTES:

1. NO BUILDINGS OR STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS. NO FENCES OR LANDSCAPING ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE BRUSHY CREEK MUNICIPAL UTILITY DISTRICT WATER AND WASTEWATER SYSTEM.
3. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE BRUSHY CREEK MUNICIPAL UTILITY DISTRICT. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE BRUSHY CREEK MUNICIPAL UTILITY DISTRICT. ALL CONSTRUCTION PLANS FOR WATER AND WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. ALL WATER, WASTEWATER AND OFF-SITE DRAINAGE IMPROVEMENTS SHALL BE INSPECTED BY THE DISTRICT.
4. THE PROPERTY IN THIS SUBDIVISION IS SUBJECT TO THE AGREEMENT CONCERNING CREATION AND OPERATION OF THE BRUSHY CREEK MUNICIPAL UTILITY DISTRICT (MUD CONSENT AGREEMENT), AND SHALL BE DEVELOPED AND MAINTAINED IN ACCORDANCE WITH SAID AGREEMENT. IN ACCORDANCE WITH THE MUD CONSENT AGREEMENT, RESTRICTIVE COVENANTS FOR THIS SUBDIVISION SHALL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AT THE TIME OF THE FINAL PLAT.
5. THIS TRACT LIES IN LAKE CREEK WATERSHED.
6. THIS TRACT LIES OVER THE NORTH EDWARDS AQUIFER RECHARGE ZONE.
7. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED, IN WRITING, THE WATER POLLUTION ABATEMENT PLAN (WPAP).
8. NO STRUCTURE OR LAND ON THIS SURVEY SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A "CERTIFICATE OF COMPLIANCE" APPLICATION FORM TO WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS OR OTHER THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OT THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL, AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY. TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
STEVEN SNELL COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS :
COUNTY OF WILLIAMSON :

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTIFICATION WAS FILED FOR RECORD IN MY OFFICE ON THE___ DAY OF_____, 202___ A.D., AT _____ O'CLOCK ___ .M., AND DULY RECORDED THE ___ DAY OF _____, 202____A.D. AT _____ O'CLOCK ___ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE GEORGETOWN, TEXAS, THE DATE LAST SHOWN WRITTEN ABOVE.

NANCY RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

Commissioners Court - Regular Session **44.**

Meeting Date: 12/09/2025

Final Plat for the KW Industrial Park subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the KW Industrial Park subdivision – Precinct 4.

Background

This subdivision consists of 2 industrial lots and no new roads on 17.990-acres. No development is proposed with this plat.

Timeline

2022-03-14 – initial submittal of the final plat
2022-04-14 – 1st review complete with comments
2022-08-09 – 2nd submittal of final plat
2022-08-22 – 2nd review complete with comments
2025-05-12 – 3rd submittal of final plat
2025-05-23 – 3rd review complete with comments
2025-06-24 – 4th submittal of final plat
2025-07-01 – 4th review complete with comments
2025-07-22 – 5th submittal of final plat
2025-08-05 – 5th review complete with comments
2025-09-18 – 6th submittal of final plat
2025-10-02 – 6th review complete with minor comments
2025-10-31 – 7th submittal of final plat
2025-11-10 – 7th review complete with comments cleared
2025-11-24 – receipt of final plat with signatures
2025-12-01 – on-site sewage facility approval
2025-12-03 – final plat placed on the December 9th, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat KW Industrial Park

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:24 AM
Form Started By: Misti Schulz		Started On: 12/02/2025 03:23 PM
Final Approval Date: 12/03/2025		

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

NOTES:
1) FIELD WORK PERFORMED ON: JANUARY 16, 2020
2) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
3) THIS SURVEY IS BASED ON A TITLE COMMITMENT ISSUED BY CAPITAL TITLE, G.F. NUMBER 20-472663-RR, AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN. THERE MAY BE OTHER EASEMENTS, RESTRICTIONS, OR ENCUMBRANCES NOT SHOWN.THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
4) THIS PROPERTY MAY BE SUBJECT TO THE FOLLOWING:
   - 10e. EASEMENT - VOLUME 299, PAGE 638, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (INSUFFICIENT EVIDENCE TO DETERMINE EXACT LOCATION, WIDTH OF EASEMENT NOT SPECIFIED)
   - 10f. EASEMENT - VOLUME 337, PAGE 6, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (INSUFFICIENT EVIDENCE TO DETERMINE EXACT LOCATION, WIDTH OF EASEMENT NOT SPECIFIED)
   - 10g. EASEMENT - VOLUME 346, PAGE 392, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (INSUFFICIENT EVIDENCE TO DETERMINE EXACT LOCATION, WIDTH OF EASEMENT NOT SPECIFIED)
   - 10h. EASEMENT - VOLUME 353, PAGE 319, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (INSUFFICIENT EVIDENCE TO DETERMINE EXACT LOCATION, WIDTH OF EASEMENT NOT SPECIFIED)
   - 10i. EASEMENT - VOLUME 360, PAGE 475, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (INSUFFICIENT EVIDENCE TO DETERMINE EXACT LOCATION, WIDTH OF EASEMENT NOT SPECIFIED)
   - 10k. EASEMENT - VOLUME 563, PAGE 576, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (15' WATERLINE EASEMENT CENTERED ON INSTALLED LINES)
   - 10m. EASEMENT - VOLUME 1500, PAGE 278, REAL PROPERTY RECORDS, WILLIAMSON COUNTY, TEXAS. (20' WIDE EASEMENT, SHOWN ON SURVEY)

FEMA FLOOD PLAIN - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0320F, EFFECTIVE DATE DECEMBER 20, 2019, & MAP NUMBER 48491C0510F, EFFECTIVE DATE DECEMBER 20, 2019, THIS PROPERTY LIES IN ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

PLAT NOTES:
1. ACREAGE OF SUBDIVISION = 17.990 ACRES.
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0510F, DECEMBER 20, 2019 & PANEL NO. 48491C0320F, DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
3. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
4. ELECTRIC SERVICE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
6. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
7. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
8. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A BLUE PLASTIC CAP.
9. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
10. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
11. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, WILL OVERTIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED IN THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
12. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
13. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
14. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
15. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
16. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENCE AGREEMENT WITH WILLIAMSON COUNTY.
17. DRIVEWAY SPACING ON STATE HIGHWAYS (FM, RM, SH, ETC.) SHALL BE NO CLOSER THAN 425 FT MEASURED FROM EDGE TO EDGE.
18. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
19. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
20. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
21. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
22. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
24. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
25. PRIOR TO ANY ADDITIONAL DEVELOPMENT OF THE PROPERTY DESIGNATED AS LOT 2 WITHIN THIS FINAL PLAT BEYOND WHAT EXISTED AT THE TIME OF APPROVAL OF THIS FINAL PLAT BY THE WILLIAMSON COUNTY COMMISSIONERS COURT, OR ANY OTHER ACTION BY THE PROPERTY OWNER(S) OF LOT 2 WITHIN THIS FINAL PLAT THAT WOULD REQUIRE A DEVELOPMENT PERMIT TO BE FILED WITH ANY GOVERNMENTAL OR OTHER ENTITY WITH JURISDICTION OVER DEVELOPMENT OF THE PROPERTY WITHIN THIS PLAT, A REVISED DRIVEWAY PERMIT SHALL BE FILED WITH AND APPROVED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, PRIOR TO THE APPROVAL OF ANY OTHER DEVELOPMENT PERMIT FOR THE SAID ADDITIONAL DEVELOPMENT.
26. THIS PROPERTY IS LOCATED WITHIN THE JONAH WATER SUD'S CCN. PER THE WATER JONAH WATER SUD METER INVESTIGATION MEMO BY CAYOTE CONSULTING, LLC, DATED MAY 12, 2025, HYDRAULIC MODELING OF THE JONAH WATER SUD SYSTEM INDICATES THAT THE TCEQ'S MINIMUM REQUIREMENTS FOUND IN THE TEXAS ADMINISTRATIVE CODE, CHAPTER 290, SUBCHAPTER B, WOULD NOT BE MET WITH THE ADDITION OF 16 LUES AT THIS LOCATION. JONAH WATER SUD SHOULD CONTINUE TO INVESTIGATE SUPPLY NEEDS FOR THIS AREA, AND COORDINATE WITH BRA FOR SUPPLY, STORAGE AND PUMP NEEDS ARE MET WITH THE COMPLETION OF ELEVATED NO 3 PUMP STATION. THERE IS CURRENTLY AN EXISTING 1.5-INCH WATERLINE ON THE WEST SIDE OF FM 1660, A 2-INCH WATERLINE IS TO BE INSTALLED TO SERVE THE 16 LUES THAT WILL HAVE A FIRE FLOW OF 1,750 GPM FOR A 2-HR DURATION AT THIS LOCATION.
27. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SUPPLY CORPORATION.
28. SEWER SERVICE FOR THIS LOT WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

FINAL PLAT
KW INDUSTRIAL PARK

BEING A 17.990 ACRE TRACT OF LAND LOCATED IN THE JAMES P WARNOCK SURVEY, ABSTRACT NO. 12, WILLIAMSON COUNTY, TEXAS, SAID 17.990 ACRE TRACT, BEING ALL OF THAT CALLED 10.000 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2020128507, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE REMAINING PORTION OF THAT CALLED 7.984 ACRE TRACT OF LAND KNOWN AS "TRACT 2", RECORDED IN DOCUMENT NO. 2022089622, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

VICINITY MAP
1" = 3000'

FIELD NOTES FOR A 17.990 ACRE TRACT OF LAND:

BEING A 17.990 ACRE TRACT OF LAND, LOCATED IN THE JAMES P WARNOCK SURVEY, ABSTRACT NO. 12, WILLIAMSON COUNTY, TEXAS; SAID 17.990 ACRE TRACT, BEING ALL OF THAT CALLED 10.000 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2020128507, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE REMAINING PORTION OF THAT CALLED 7.984 ACRE TRACT OF LAND KNOWN AS "TRACT 2", RECORDED IN DOCUMENT NO. 2022089622, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 17.990 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8" IRON ROD LOCATED IN THE EAST RIGHT-OF-WAY LINE OF F.M. HIGHWAY 1660, BEING THE SOUTHWEST CORNER OF SAID 10.000 ACRE TRACT, THE NORTHWEST CORNER OF THAT CALLED 9.99 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2017052543, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF F.M. HIGHWAY 1660, THE WEST LINES OF SAID 10.000 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. **N 04° 01' 04" W**, A DISTANCE OF **133.93'**, TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
2. **N 04° 02' 22" W**, A DISTANCE OF **155.48'**, TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
3. **N 04° 10' 08" W**, A DISTANCE OF **229.97'**, TO A 1/2" IRON ROD LOCATED IN THE EAST RIGHT-OF-WAY LINE OF F.M. HIGHWAY 1660, BEING THE NORTHWEST CORNER OF SAID 10.000 ACRE TRACT, THE SOUTHWEST CORNER OF SAID 7.984 ACRE TRACT, SAID POINT BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
4. THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF F.M. HIGHWAY 1660, THE WEST LINE OF SAID 7.984 ACRE TRACT, **N 04° 04' 59" W**, A DISTANCE OF **313.47'**, TO A 5/8" IRON ROD LOCATED IN THE EAST RIGHT-OF-WAY LINE OF F.M. HIGHWAY 1660, BEING THE NORTHWEST CORNER OF THE REMAINDER OF SAID 7.984 ACRE TRACT, THE SOUTHWEST CORNER OF THAT CALLED 11.42 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2014081463, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
5. **THENCE**, DEPARTING THE EAST RIGHT-OF-WAY LINE OF F.M. HIGHWAY 1660, WITH THE NORTHWEST LINE OF THE REMAINDER OF SAID 7.984 ACRE TRACT, THE SOUTHEAST LINE OF SAID 11.42 ACRE TRACT, **N 69° 53' 14" E**, A DISTANCE OF **871.68'**, TO A 5/8" IRON ROD LOCATED FOR THE NORTHEAST CORNER OF THE REMAINDER OF SAID 7.984 ACRE TRACT, THE SOUTHEAST CORNER OF SAID 11.42 ACRE TRACT, BEING IN A WEST LINE OF THAT CALLED 238.74 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2018047794, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
6. **THENCE**, WITH THE EAST LINE OF THE REMAINDER OF SAID 7.984 ACRE TRACT, A WEST LINE OF SAID 238.74 ACRE TRACT, **S 02° 35' 49" E**, A DISTANCE OF **526.01'**, TO A 1/2" IRON ROD LOCATED FOR THE SOUTHEAST CORNER OF THE REMAINDER OF SAID 7.984 ACRE TRACT, THE NORTHEAST CORNER OF SAID 10.000 ACRE TRACT, BEING IN A WEST LINE OF SAID 238.74 ACRE TRACT, SAID POINT BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE EAST LINES OF SAID 10.000 ACRE TRACT, THE WEST LINES OF SAID 238.74 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

7. **S 02° 45' 55" E**, A DISTANCE OF **220.33'**, TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
8. **S 02° 40' 02" E**, A DISTANCE OF **327.05'**, TO A 1/2" IRON ROD LOCATED FOR THE SOUTHEAST CORNER OF SAID 10.000 ACRE TRACT, THE NORTHEAST CORNER OF SAID 9.99 ACRE TRACT, BEING IN A WEST LINE OF SAID 238.74 ACRE TRACT, SAID POINT BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
9. **THENCE**, WITH THE SOUTH LINE OF SAID 10.000 ACRE TRACT, THE NORTH LINE OF SAID 9.99 ACRE TRACT, **S 85° 52' 52" W**, A DISTANCE OF **810.92'**, TO THE **POINT OF BEGINNING** CONTAINING **17.990 ACRES** OF LAND.

NOTE: THE BASIS OF BEARING WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD (83), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID. A SURVEY PLAT WAS PREPARED BY A SEPARATE DOCUMENT.

OWNER/DEVELOPER:
K4 PROPERTY MANAGEMENT, LLC
2720 CR 442
THRALL, TEXAS 76578
PHONE: 512-695-3748

WALL TO WALL DEVELOPMENT, LLC
635 W FRONT ST #100
HUTTO, TEXAS 78634
PHONE: 512-759-2977

ENGINEER:
CLARK ASSOCIATES
215 N. MAIN ST
TEMPLE, TEXAS 76501
PHONE: 254-899-0899

SURVEYOR:
QUICK INC. LAND SURVEYING
1430 N. ROBERTSON RD
SALADO, TEXAS 76571
PHONE: 512-915-4950

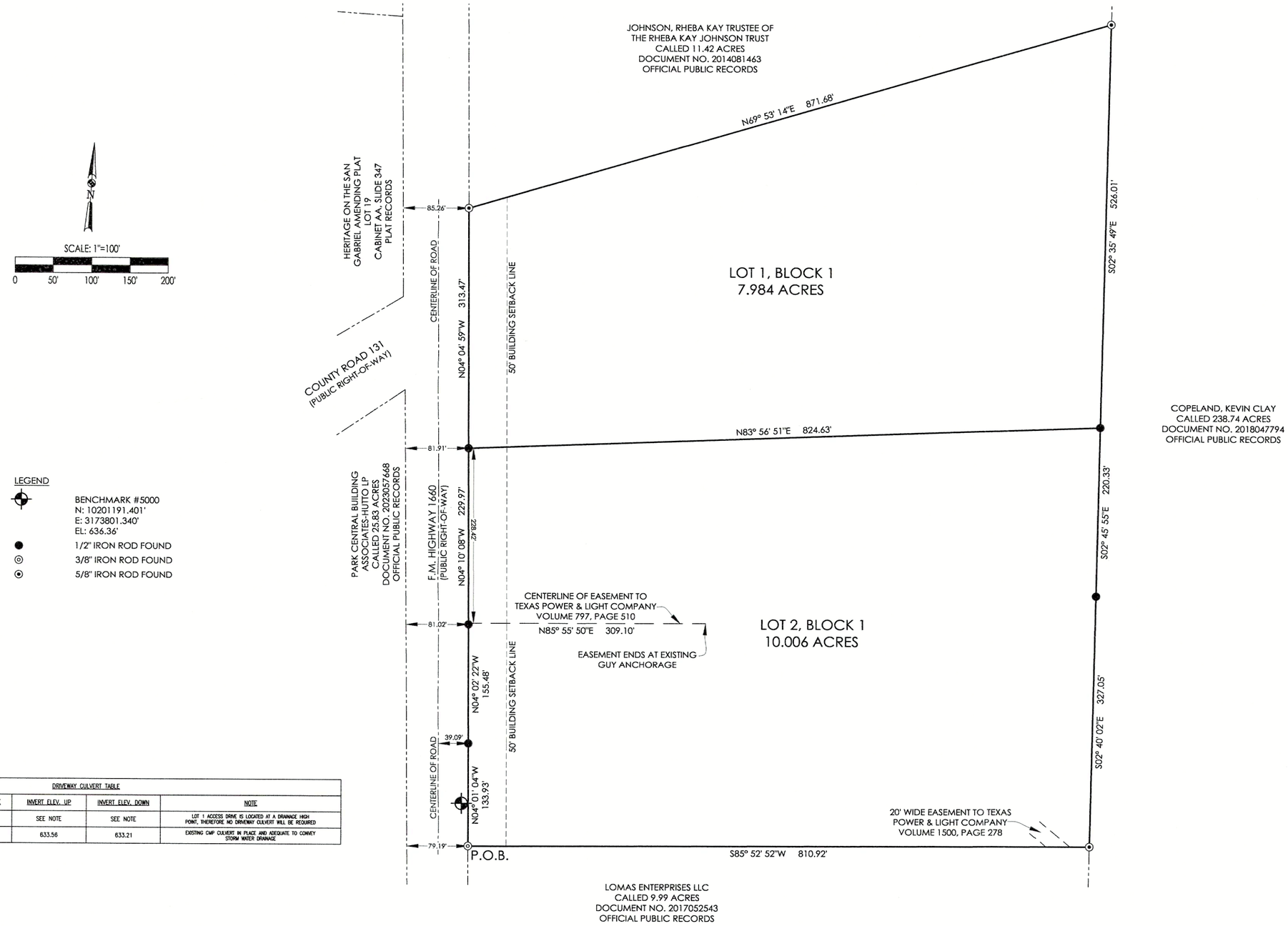
Quick Inc.
Land Surveying. Development.
Firm:10194104 • 512-915-4950
Physical Address: 831 N. Main Street, Salado 76571
Mailing Address: P.O. Box 798, Salado 76571

DATE SUBMITTAL 1: MARCH 14, 2022
DATE SUBMITTAL 2: AUGUST 8, 2022
DATE SUBMITTAL 3: DECEMBER 21, 2022

JOB NO. 20-2153

FINAL PLAT
KW INDUSTRIAL PARK

BEING A 17.990 ACRE TRACT OF LAND LOCATED IN THE JAMES P WARNOCK SURVEY, ABSTRACT NO. 12, WILLIAMSON COUNTY, TEXAS, SAID 17.990 ACRE TRACT, BEING ALL OF THAT CALLED 10.000 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2020128507, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE REMAINING PORTION OF THAT CALLED 7.984 ACRE TRACT OF LAND KNOWN AS "TRACT 2", RECORDED IN DOCUMENT NO. 2022089622, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



LEGEND

- BENCHMARK #5000
  N: 10201191.401'
  E: 3173801.340'
  EL: 636.36'
- 1/2" IRON ROD FOUND
- 3/8" IRON ROD FOUND
- 5/8" IRON ROD FOUND

DRIVEWAY CULVERT TABLE

LOT	BLOCK	CULVERT SIZE	CULVERT SLOPE	INVERT ELEV. UP	INVERT ELEV. DOWN	NOTE
1	1	SEE NOTE	SEE NOTE	SEE NOTE	SEE NOTE	LOT 1 ACCESS DRIVE IS LOCATED AT A DRAINAGE HIGH POINT, THEREFORE NO DRIVEWAY CULVERT WILL BE REQUIRED
2	1	18"	0.95%	633.58	633.21	EXISTING CMP CULVERT IN PLACE AND ADEQUATE TO CONVEY STORM WATER DRAINAGE

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FINAL PLAT
KW INDUSTRIAL PARK

BEING A 17.990 ACRE TRACT OF LAND LOCATED IN THE JAMES P WARNOCK SURVEY, ABSTRACT NO. 12, WILLIAMSON COUNTY, TEXAS, SAID 17.990 ACRE TRACT, BEING ALL OF THAT CALLED 10.000 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2020128507, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE REMAINING PORTION OF THAT CALLED 7.984 ACRE TRACT OF LAND KNOWN AS "TRACT 2", RECORDED IN DOCUMENT NO. 2022089622, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

OWNER'S DEDICATION

STATE OF TEXAS)(
)(KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON)(

I, WALL TO WALL DEVELOPMENT, LLC, OWNER'S AGENT AND GENERAL PARTNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022089622 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "KW INDUSTRIAL PARK."

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17 DAY OF NOV, 2025

Glen A. Wall
BY: GLEN WALL
FOR: WALL TO WALL DEVELOPMENT, LLC

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED Glen A Wall, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS 17th DAY OF November, 2025.

MIRIAM CINTRON
Notary ID #128751288
My Commission Expires
September 23, 2027

NOTARY PUBLIC
STATE OF TEXAS

OWNER'S DEDICATION

STATE OF TEXAS)(
)(KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON)(

I, K4 PROPERTY MANAGEMENT, LLC, OWNER'S AGENT AND GENERAL PARTNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020128507 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "KW INDUSTRIAL PARK."

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17 DAY OF NOV, 2025

Brian Killingsworth
BY: BRIAN KILLINGSWORTH
FOR: K4 PROPERTY MANAGEMENT, LLC

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED Brian Killingsworth, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS 17th DAY OF November, 2025.

MIRIAM CINTRON
Notary ID #128751288
My Commission Expires
September 23, 2027

NOTARY PUBLIC
STATE OF TEXAS

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HEREIN, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Boatright 12/02/2025
ADAM D. BOATRIGHT, P.E. DATE
WILLIAMSON COUNTY ENGINEER

STATE OF TEXAS REGISTERED TRAVIS L. QUICKSALL 6447 PROFESSIONAL LAND SURVEYOR

SURVEYORS CERTIFICATE

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

REGISTERED PROFESSIONAL LAND SURVEYOR
TRAVIS QUICKSALL, R.P.L.S.

11/11/2025
DATE:

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, MONTY CLARK, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NO. 48491C0320F & NO. 48491C0510F, EFFECTIVE DATE DECEMBER 20, 2019, AND THAT EACH LOT CONFORMS TO WILLIAMSON COUNTY REGULATIONS. THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT WILLIAMSON COUNTY, TEXAS, THIS 11 DAY OF NOVEMBER, 2025

MONTY CLARK, P.E.
CLARK ASSOCIATES
REGISTERED PROFESSIONAL ENGINEER NO. 90894
FIRM REGISTRATION NO. F-23184

STATE OF TEXAS LICENSED MONTY L. CLARK 90894 PROFESSIONAL ENGINEER

ROAD NAME AND 911 ADDRESSING APPROVAL

STATE OF TEXAS)(
)(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON)(

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 18 DAY OF November, 2025 A.D.

Cindy Bobo
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS)(
)(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON)(

I, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS

DATED THIS _____ DAY OF _____, 20___.

BY: STEVEN SNELL, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS)(
)(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON)(

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D., 20_____A.D., AT _____O'CLOCK, ___.M. AND DULY RECORDED THIS DAY OF _____, 20_____ A.D., AT _____ O'CLOCK ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

Quick Inc.
Land Surveying. Development.
Firm:10194104 • 512-915-4950
Physical Address: 831 N. Main Street, Salado 76571
Mailing Address: P.O. Box 798, Salado 76571

DATE SUBMITTAL 1: MARCH 14, 2022
DATE SUBMITTAL 2: AUGUST 8, 2022
DATE SUBMITTAL 3: DECEMBER 21, 2022

JOB NO. 20-2153

Commissioners Court - Regular Session **45.**

Meeting Date: 12/09/2025

Replat of the Replat of Lot 1 of the J A Needler Subdivision, Lot 2 of the J A Needler Subdivision, and Remainder of 14.30 Acre Tract (Called 14.316 Acre Tract) Subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval for the Replat of the Replat of Lot 1 of the J A Needler Subdivision, Lot 2 of the J A Needler Subdivision, and Remainder of 14.30 Acre Tract (Called 14.316 Acre Tract) Subdivision – Precinct 4.

Background

This proposed subdivision consists of 3 residential lots and no new roads on 13.3 acres. The purpose of this replat is to reconfigure 2 existing lots.

Timeline

2024-12-16 – initial submittal of the replat
2025-01-15 – 1st review complete with comments
2025-02-18 – 2nd submittal of replat
2025-03-04 – 2nd review complete with comments
2025-06-06 – 3rd submittal of replat
2025-06-20 – 3rd review complete with comments
2025-07-28 – 4th submittal of replat
2025-08-11 – 4th review complete with comments
2025-08-13 – 5th submittal of replat
2025-08-27 – 5th review complete with comments
2025-09-19 – 6th submittal of replat
2025-10-03 – 6th review complete with comments
2025-11-20 – 7th submittal of replat
2025-12-01 – on-site sewage facility approval
2025-12-02 – 7th review complete and comments cleared
2025-12-03 – replat placed on the December 9th, 2025 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

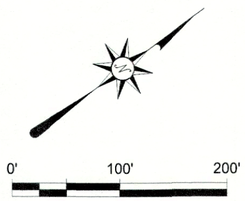
Attachments

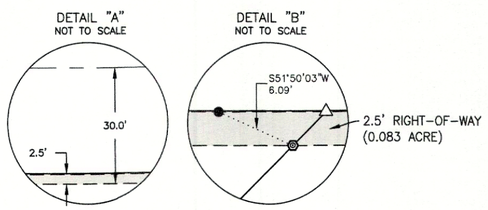
Replat JA Needler Lot 1A&2

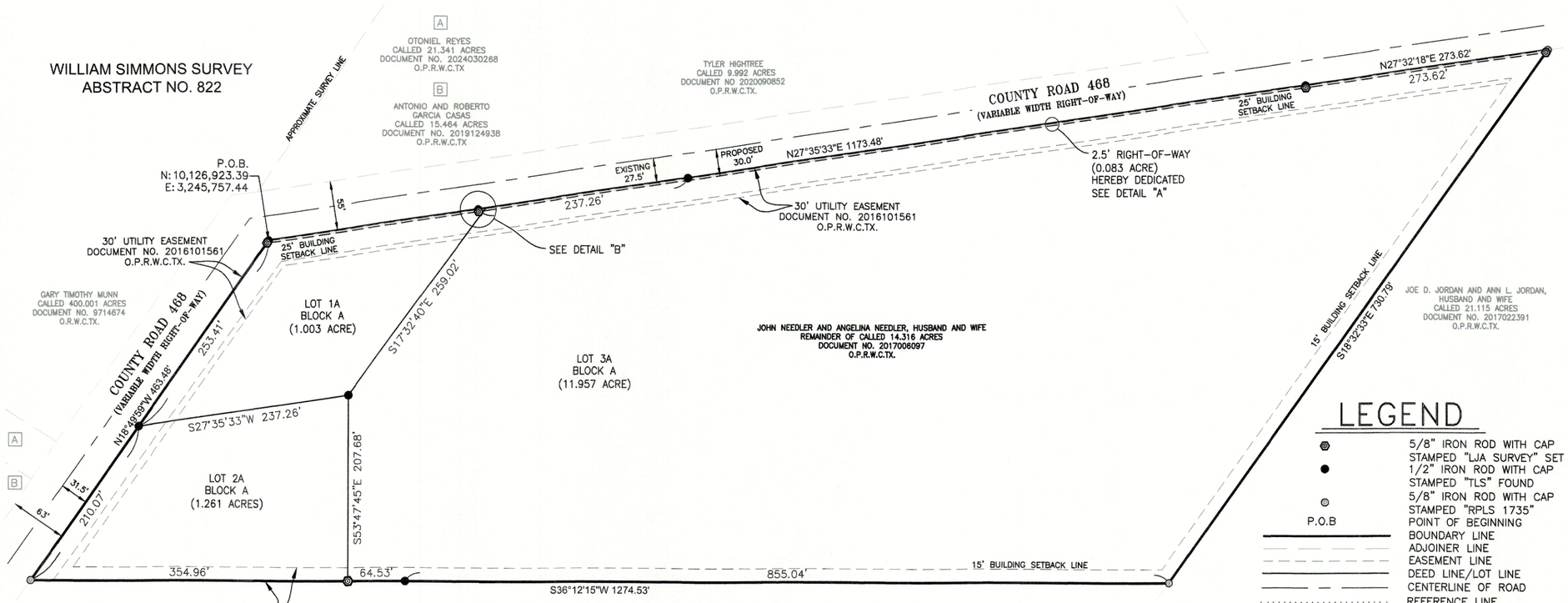
Form Review

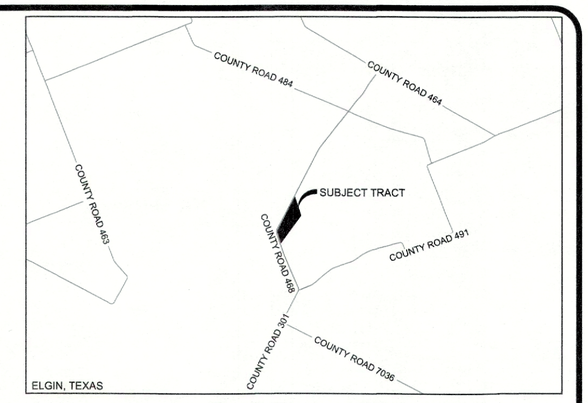
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:24 AM
Form Started By: Misti Schulz		Started On: 12/02/2025 03:30 PM
Final Approval Date: 12/03/2025		

REPLAT OF THE REPLAT OF LOT 1 OF THE J A NEEDLER SUBDIVISION, LOT 2 OF THE J A NEEDLER SUBDIVISION, AND REMAINDER OF 14.30 ACRE TRACT (CALLED 14.316 ACRE TRACT) SUBDIVISION SITUATED IN THE THOMAS A. GRAVES SURVEY, ABSTRACT NO. 252









VICINITY MAP
(NOT TO SCALE)

LEGEND

⊗	5/8" IRON ROD WITH CAP STAMPED "LJA SURVEY" SET
●	1/2" IRON ROD WITH CAP STAMPED "TLS" FOUND
⊙	5/8" IRON ROD WITH CAP STAMPED "RPLS 1735"
P.O.B	POINT OF BEGINNING
	BOUNDARY LINE
	ADJOINER LINE
	EASEMENT LINE
	DEED LINE/LOT LINE
	CENTERLINE OF ROAD
	REFERENCE LINE
O.P.R.T.W.TX.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.T.W.TX.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX.	PLAT RECORDS WILLIAMSON COUNTY TEXAS
	RIGHT-OF-WAY DEDICATION

LEGAL DESCRIPTION:

BEING A 14.30 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE THOMAS A. GRAVES SURVEY, ABSTRACT NO. 252, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 1A AND LOT 1B, BLOCK A, REPLAT OF LOT 1 OF THE J A NEEDLER SUBDIVISION, RECORDED IN DOCUMENT NO. 2023028596, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), BEING ALL OF LOT 2 OF THE J A NEEDLER SUBDIVISION, RECORDED IN DOCUMENT NO. 2021012750, O.P.R.W.C.TX., AND THE REMAINDER OF CALLED 14.316 ACRE TRACT, RECORDED IN DOCUMENT NO. 2017006097, O.P.R.W.C.TX.; SAID 14.30 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (N:10,126,923.39, E:3,245,757.44) ON THE SOUTHEASTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 468 (PUBLIC RIGHT-OF-WAY) FOR THE WEST CORNER OF SAID LOT 1A AND **POINT OF THE BEGINNING** OF THIS TRACT;

THENCE WITH THE SOUTHEASTERN RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 468, THE NORTHWESTERN LINE OF SAID LOT 1A AND LOT 1B, BLOCK A, AND OF THE REMAINDER OF SAID 14.316 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 27 DEGREES 35 MINUTES 33 SECONDS EAST, PASSING AT A DISTANCE OF 237.26 FEET A 1/2-INCH IRON ROD WITH CAP STAMPED "TLS" FOUND FOR THE COMMON CORNER OF SAID LOT 1A AND LOT 1B, BLOCK A, PASSING AT A DISTANCE OF 474.52 FEET A 1/2-INCH IRON ROD WITH CAP STAMPED "TLS" FOUND FOR THE COMMON CORNER OF SAID LOT 1B, BLOCK A AND THE REMAINDER OF SAID 14.316 ACRE TRACT, CONTINUING FOR A TOTAL DISTANCE OF 1,173.48 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "TLS" FOUND,

2) NORTH 27 DEGREES 32 MINUTES 18 SECONDS EAST, A DISTANCE OF 273.62 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "RPLS 1735" FOUND FOR THE COMMON CORNER OF THE REMAINDER OF SAID 14.316 ACRE TRACT AND A CALLED 21.115 ACRE TRACT, RECORDED IN DOCUMENT NO. 2017022391, O.P.R.W.C.TX.;

THENCE SOUTH 18 DEGREES 32 MINUTES 33 SECONDS EAST, WITH THE COMMON LINE OF REMAINDER OF SAID 14.316 ACRE TRACT AND SAID 21.115 ACRE TRACT, A DISTANCE OF 730.79 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "RPLS 1735" FOUND FOR THE COMMON CORNER OF REMAINDER OF SAID 14.316 ACRE TRACT AND A CALLED 13.899 ACRE TRACT (TRACT 2), RECORDED IN DOCUMENT NO. 20170034175, O.P.R.W.C.TX.;

THENCE SOUTH 36 DEGREES 12 MINUTES 15 SECONDS WEST, WITH THE COMMON LINE OF THE REMAINDER OF SAID 14.316 ACRE TRACT, SAID LOT 2, AND SAID 13.899 ACRE TRACT, PASSING AT A DISTANCE OF 855.04 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "TLS" FOUND, PASSING AT A DISTANCE OF 919.57 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE COMMON CORNER OF SAID LOT 2 AND THE REMAINDER OF SAID 14.316 ACRE TRACT, CONTINUING FOR A TOTAL DISTANCE OF 1,274.53 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "RPLS 1735" FOUND ON THE SOUTHEASTERN RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 468 FOR THE COMMON CORNER OF SAID LOT 2 AND SAID 13.899 ACRE TRACT;

THENCE NORTH 18 DEGREES 49 MINUTES 59 SECONDS WEST, WITH THE SOUTHEASTERN RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 468, PASSING A 1/2-INCH IRON ROD WITH CAP STAMPED "TLS" AT A DISTANCE OF 210.07 FEET, BEING A COMMON CORNER OF SAID LOT 1A AND SAID LOT 2, CONTINUING FOR A TOTAL DISTANCE OF 463.48 FEET TO **THE POINT OF BEGINNING** AND CONTAINING 14.30 ACRES OF LAND, MORE OR LESS.

LOT	ACREAGE
1A	1.003
2A	1.261
3A	11.957
ROW DEDICATION	0.083
TOTAL	14.30

BENCHMARKS	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	10124714.39	3246641.10	579.914	5/8 IRON ROD WITH CAP "LJA SURVEY"
2	10124838.41	3246905.12	578.526	5/8 IRON ROD WITH CAP "LJA SURVEY"

PLAT NOTES:

1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNERS.
2. WATER SERVICE IS PROVIDED BY: MANVILLE WSC
   WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITIES
3. THE LANDOWNER ASSUMES ALL RISK ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENT MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
4. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO.48491C0725F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
5. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

   THIS COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT THE ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
8. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
9. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAYS.
10. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.
11. THIS SUBDIVISION SHALL HAVE A MAXIMUM OF 20% COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER, IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.

OWNER: JOHN NEEDLER AND ANGELINA NEEDLER
757 CR 468
ELGIN, TX 78621
PHONE: (512)577-0315
E-MAIL: JOHNNEEDLER89@GMAIL.COM

OWNER: MILES HOLLIMAN AND KATHERINE DONOVAN
1355 CR 468
ELGIN, TX 78621
PHONE: (714)398-6465
E-MAIL: miles.lw.holliman@gmail.com

SURVEYOR: ROBERT J. GERTSON, RPLS
LJA SURVEYING
7500 RIALTO BLVD, BLDG. II, STE 100
AUSTIN, TX 78735
PHONE: (512)767-7301
EMAIL: RGERTSON@LJASURVEY.COM

ENGINEER: JOSE B. LOZANO, P.E
LJA ENGINEERING
2700 LA FRONTERA BLVD
SUITE 200, ROUND ROCK
TX 78681
PHONE: (512)439-4700
EMAIL: JLOZANO@LJA.COM

SUBMITTAL DATE:

ORIGINAL SURVEY: THOMAS A. GRAVES SURVEY ABSTRACT NO. 252

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0725F, DATED DECEMBER 20, 2019

BEARING BASIS:
1. ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD83.
2. VERTICAL DATUM: NAVD88.
3. ALL DISTANCES SHOWN ARE GRID VALUES.

UTILITY NOTE:
UTILITIES WERE NOT INVESTIGATED DURING THIS SURVEY AND ARE NOT SHOWN HEREON, UTILITIES MAY EXIST, ALWAYS CALL 811 BEFORE EXCAVATING.

REPLAT OF THE REPLAT OF LOT 1 OF THE J A NEEDLER SUBDIVISION, LOT 2 OF THE J A NEEDLER SUBDIVISION, AND REMAINDER OF 14.30 ACRE TRACT (CALLED 14.316 ACRE TRACT) SUBDIVISION SITUATED IN THE THOMAS A. GRAVES SURVEY, ABSTRACT NO. 252

LJA Surveying, Inc.
7500 Rialto Blvd, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

DRAWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	PAGE
JBC	RJG	1"=100'	11/07/25	S001-A5569-0401	1 OF 2

\\jaeng.com\shares\Sectors\Survey\Projects\LJAS001\A5569\2401_Needler Subdivision\06-CAD\Civil 3D\Plats\S001-A5569-2401-NEEDLER SUBDIVISION_FINAL PLAT_R7.dwg 11/7/2025

REPLAT OF THE REPLAT OF LOT 1 OF THE J A NEEDLER SUBDIVISION, LOT 2 OF THE J A NEEDLER SUBDIVISION, AND REMAINDER OF 14.30 ACRE TRACT (CALLED 14.316 ACRE TRACT) SUBDIVISION SITUATED IN THE THOMAS A. GRAVES SURVEY, ABSTRACT NO. 252

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, JOHN NEEDLER, CO-OWNER OF THE CERTAIN TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017006097 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND LOT 1B, BLOCK A, REPLAT OF LOT 1 OF THE J A NEEDLER SUBDIVISION, RECORDED IN DOCUMENT NO. 2023028596, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND LOT 2, NEEDLER SUBDIVISION, RECORDED IN DOCUMENT NO. 2021012750, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS MINOR PLAT OF THE NEEDLER SUBDIVISION.

TO CERTIFY, WITNESS MY HAND THIS 12 DAY OF November 2025.

JOHN NEEDLER
CO-OWNER
757 CR 468
ELGIN, TX 78621

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN NEEDLER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12 DAY OF Nov, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.
MY COMMISSION EXPIRES ON:

NOTARY PUBLIC Rebecca Anne Price Exp. 4/6/2028 ID No.130616671 STATE OF TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, ANGELINA NEEDLER, CO-OWNER OF THE CERTAIN TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017006097 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND LOT 1B, BLOCK A, REPLAT OF LOT 1 OF THE J A NEEDLER SUBDIVISION, RECORDED IN DOCUMENT NO. 2023028596, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND LOT 2, NEEDLER SUBDIVISION, RECORDED IN DOCUMENT NO. 2021012750, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS MINOR PLAT OF THE NEEDLER SUBDIVISION

TO CERTIFY, WITNESS MY HAND THIS 12 DAY OF November 2025.

ANGELINA NEEDLER
CO-OWNER
757 CR 468
ELGIN, TX 78621

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANGELINA NEEDLER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12 DAY OF Nov, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.
MY COMMISSION EXPIRES ON:

NOTARY PUBLIC Rebecca Anne Price Exp. 4/6/2028 ID No.130616671 STATE OF TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, MILES HOLLIMAN, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED AS LOT 1A, BLOCK A, REPLAT OF LOT 1 OF THE J A NEEDLER SUBDIVISION, RECORDED IN DOCUMENT NO. 2023028596, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND CONVEYED TO MILES AND HOLLIMAN AND KATHERINE DONOVAN IN DOCUMENT NO. 2024055719, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS MINOR PLAT OF THE NEEDLER SUBDIVISION.

TO CERTIFY, WITNESS MY HAND THIS 12 DAY OF November, 2025.

MILES HOLLIMAN CO-OWNER
1355 CR 468
ELGIN, TX 78621

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MILES HOLLIMAN, KNOWN BY ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO BE THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HERON

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12 DAY OF Nov, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

NOTARY PUBLIC Rebecca Anne Price Exp. 4/6/2028 ID No.130616671 STATE OF TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, KATHERINE DONOVAN, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED AS LOT 1A, BLOCK A, REPLAT OF LOT 1 OF THE J A NEEDLER SUBDIVISION, RECORDED IN DOCUMENT NO. 2023028596, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND CONVEYED TO MILES AND HOLLIMAN AND KATHERINE DONOVAN IN DOCUMENT NO. 2024055719, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS MINOR PLAT OF THE NEEDLER SUBDIVISION.

TO CERTIFY, WITNESS MY HAND THIS 12 DAY OF November, 2025.
Katherine Donovan by Miles Holliman (POA)

KATHERINE DONOVAN CO-OWNER
1355 CR 468
ELGIN, TX 78621

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KATHERINE DONOVAN, KNOWN BY ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO BE THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HERON

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12 DAY OF Nov, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

NOTARY PUBLIC Rebecca Anne Price Exp. 4/6/2028 ID No.130616671 STATE OF TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, JOSE B. LOZANO, P.E. DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARD'S AQUIFER RECHARGE ZONE AND THAT THE INFORMATION CONTAINED IN THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

TO CERTIFY, WITNESS MY HAND THIS 11th DAY OF November, 2025.

JOSE B. LOZANO, P.E.
REGISTERED PROFESSIONAL ENGINEER, NO. 141958
STATE OF TEXAS

STATE OF TEXAS JOSE BONIFACIO LOZANO 141958 LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, ROBERT J. GERTSON, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE WILLIAMSON COUNTY REGULATIONS.

TO CERTIFY, WITNESS MY HAND THIS 11th DAY OF NOVEMBER, 2025.

STATE OF TEXAS REGISTERED ROBERT J. GERTSON 6367 PROFESSIONAL LAND SURVEYOR

ROBERT J. GERTSON
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6367
STATE OF TEXAS

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

ADAM D. BOATRIGHT, P.E., DATE 12/02/2025
WILLIAMSON COUNTY ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 26 DAY OF November 20 25 A.D

Trevor Barrington on behalf of Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH THE FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS

STEVEN SNELL, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOLLOWING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE __ DAY OF ____ ,2025 A.D., AT ___ O'CLOCK __., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO._____

NANCY RISTER , CLERK COUNTY
WILLIAMSON COUNTY, TEXAS

BY _____, DEPUTY

REPLAT OF THE REPLAT OF LOT 1 OF THE J A NEEDLER SUBDIVISION, LOT 2 OF THE J A NEEDLER SUBDIVISION, AND REMAINDER OF 14.30 ACRE TRACT (CALLED 14.316 ACRE TRACT) SUBDIVISION SITUATED IN THE THOMAS A. GRAVES SURVEY, ABSTRACT NO. 252

LJA Surveying, Inc.
7500 Rialto Blvd, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

DRAWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	PAGE
JBC	RJG	1"=100'	11/07/25	S001-A5569-0401	2 OF 2

\\ljaeng.com\shares\Sectors\Survey\Projects\LJA5001\A5569\2401_Needler Subdivision\06-CAD\Civil 3D\Plats\S001-A5569-2401-NEEDLER SUBDIVISION_FINAL PLAT_R7.dwg 11/7/2025

Commissioners Court - Regular Session **46.**

Meeting Date: 12/09/2025

Final Plat for the Rancho Del Cielo Phase 4B Subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the Final Plat for the Rancho Del Cielo Phase 4B subdivision – Precinct 4.

Background

This is the next section of the Rancho Del Cielo subdivision. This subdivision consists of 20 residential lots, 4 open space/drainage lots, 3 right-of-way dedication lots, and 230 feet of new public roads on 10.165 acres.

Timeline

2025-04-15 – initial submittal of the final plat
2025-05-14 – 1st review complete with comments
2025-08-04 – 2nd submittal of final plat
2025-08-19 – 2nd review complete with comments
2025-09-08 – 3rd submittal of final plat
2025-09-22 – 3rd review complete with comments
2025-11-04 – 4th submittal of final plat
2025-11-14 – 4th review complete with comments cleared
2025-12-03 – final plat placed on the December 9th, 2025 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

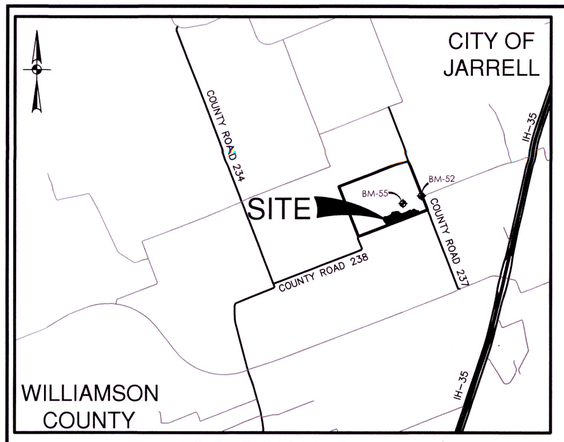
Final Plat - Rancho Del Cielo Phase 4B Subdivision

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:24 AM
Form Started By: Misti Schulz		Started On: 12/02/2025 03:39 PM
Final Approval Date: 12/03/2025		

FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 4B

A 10.165 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LOCATION MAP
1"=5000'

OWNER: KL LHB3 AIV LLC
ADDRESS: C/O KENNEDY LEWIS INVESTMENT MANAGEMENT LLC
111 WEST 33RD STREET., SUITE 1910
NEW YORK, NY 10120

ACREAGE: 10.165 ACRES
LOTS ACREAGE: 9.649 ACRES
ROW ACREAGE: 0.516 ACRES

ENGINEER & SURVEYOR:
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
10801 N MOPAC EXPY.,
BLDG. 3, SUITE 200
AUSTIN, TX 78759
(512) 454-8711 P

SURVEY: EDMOND PARSONS SURVEY ABSTRACT NO. 494

NUMBER OF BLOCKS: 1

SINGLE FAMILY LOT:	20
OPEN SPACE/ DRAINAGE/ WATER QUALITY LOT:	3
OPEN SPACE/ DRAINAGE LOT:	1
ROW DEDICATION:	3
TOTAL LOTS:	27

LINEAR FEET OF NEW STREETS: 230 LF

SUBMITTAL DATE: JULY 9, 2025

BENCHMARK INFORMATION:

COMBINED SCALE FACTOR: 0.999851282120297

BM-52
SET MAG NAIL W/ WASHER MARKED "PAPE-DAWSON"
ON THE NORTH SIDE OF ALL AMERICAN WAY
GRID NORTHING: 10259329.6'
GRID EASTING: 3142603.0'
ELEVATION: 900.89'
NAVD 88 (GEOID12A)

BM-55
SET MAG NAIL W/ WASHER MARKED "PAPE-DAWSON"
ON THE INTERSECTION OF TEXAS ANGEL WAY
AND KNUTE ROCKIE WAY
GRID NORTHING: 10258971.2'
GRID EASTING: 3141737.6'
ELEVATION: 882.59'
NAVD 88 (GEOID12A)

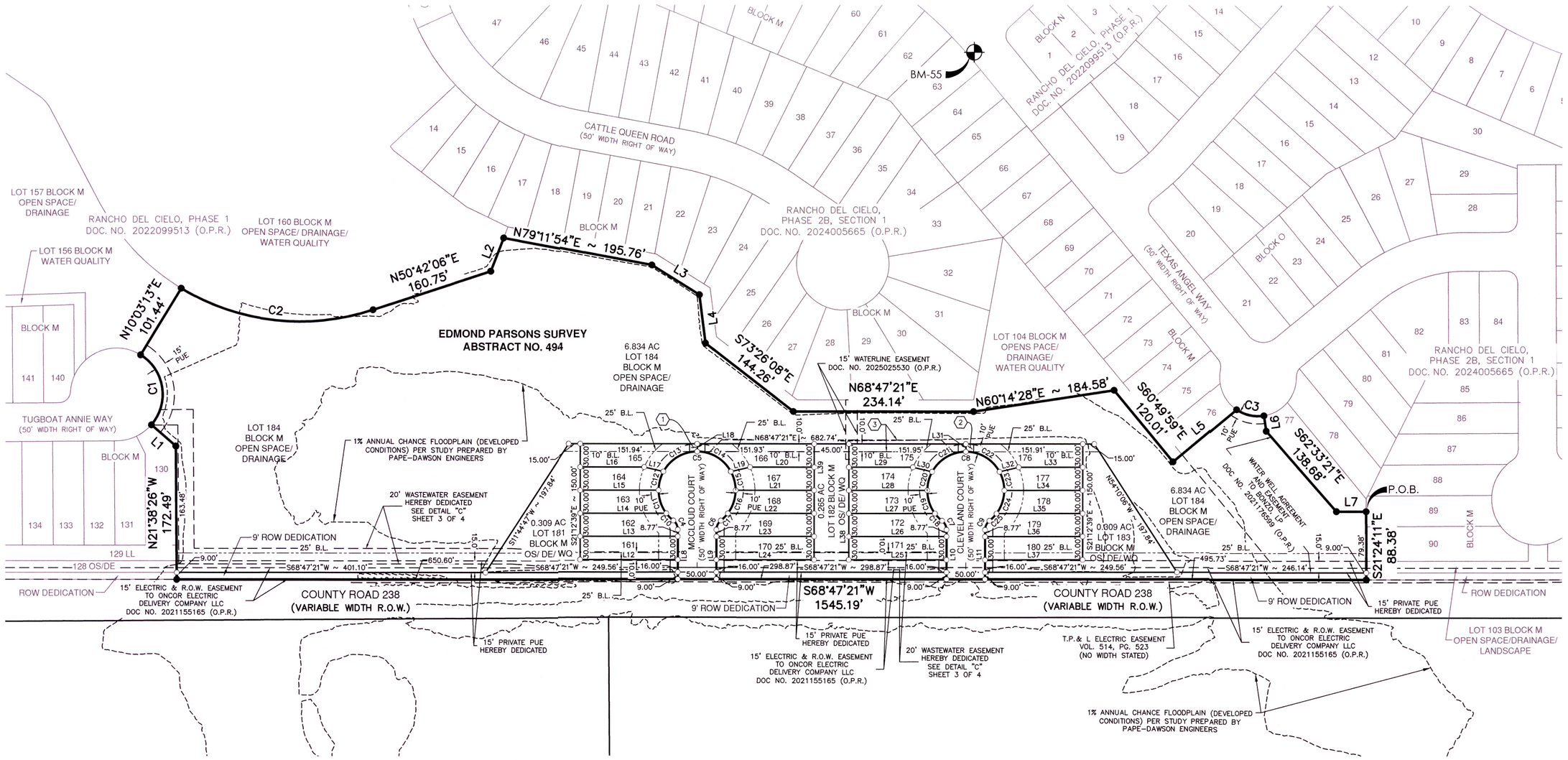
0' 100' 200' 300'

SCALE: 1"= 100'

LEGEND

DOC. NO.	DOCUMENT NUMBER
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
FD. I.R.	FOUND IRON ROD
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE(S)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING LINE
LL	LANDSCAPE LOT
MFFE	MINIMUM FINISHED FLOOR ELEVATION (NAVD88)
(SURVEYOR) ●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
○	SET 1/2" IRON ROD (PD)
	BUILDING SETBACK LINE
⟨1⟩	EASEMENT AS NOTED

MINIMUM FINISHED FLOOR ELEVATIONS (MFFE)	
LOT #	MFFE
161	871.4'
165	868.9'
166	872.3'
170	872.4'
171	875.0'
175	873.6'
176	875.9'
177	876.4'
178	876.9'
179	877.4'
180	877.7'



EASEMENTS

⟨1⟩ 20' DRAINAGE EASEMENT
LOTS 165 & 166, BLOCK M
SEE DETAIL "A"
SHEET 3 OF 4

⟨2⟩ 20' DRAINAGE EASEMENT
LOTS 175 & 176, BLOCK M
SEE DETAIL "B"
SHEET 3 OF 4

⟨3⟩ 15' WATERLINE EASEMENT
LOTS 166, 175, 182 & 184, BLOCK M
SEE DETAIL "C"
SHEET 3 OF 4

STREET DATA						
STREET NAME	LENGTH	R.O.W. WIDTH	PVMT. WIDTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
MCCLOUD COURT	115 LF	50'	30' LOG-LOG	25 MPH	PUBLIC	LOCAL
CLEVELAND COURT	115 LF	50'	30' LOG-LOG	25 MPH	PUBLIC	LOCAL

BUILDING SETBACKS	
FRONT STREET	25'
REAR	10'
SIDE	5'

PAPE-DAWSON
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

RANCHO DEL CIELO, PHASE 4B

Survey Job No. 51118-60

Date: Oct 28, 2025, 2:01pm User ID: DRodriguez
File: H:\Survey\CIVIL\51118-60\Plat\RanchoDelCieloPhase4B_4C\PLAT\51118-60_Phase4B.dwg

FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 4B

A 10.165 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

FIELD NOTES

FOR

A 10.165 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 10.165 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at an iron rod with yellow cap marked "Pape-Dawson" found on the southeast corner of Lot 77, Block M of Rancho Del Cielo, Phase 2B, Section 1, a subdivision according to the plat recorded in Document No. 2024005665 of the Official Public Records of Williamson County, Texas, said point being on the west boundary line of Lot 89, Block M of said Rancho Del Cielo, Phase 2B, Section 1 plat, same being a northeast corner of the Remnant Portion of said 198.487 acre tract for the easternmost northeast corner and **POINT OF BEGINNING** hereof;

THENCE S 21°24'11" E, with a west boundary line of said Rancho Del Cielo, Phase 2B, Section 1, same being an east boundary line of the Remnant Portion of said 198.487 acre tract, a distance of **88.38 feet** to an iron rod with yellow cap marked "Pape-Dawson" found on the north right-of-way line of County Road 238, a variable width right-of-way, said point being a southwest corner of said Rancho Del Cielo, Phase 2B, Section 1, same being the southeast corner of the Remnant Portion of said 198.487 acre tract for the southeast corner hereof,

THENCE S 68°47'21" W, departing the west boundary line of said Rancho Del Cielo, Phase 2B, Section 1, with the north right-of-way line of said County Road, 238, same being the south boundary line of the Remnant Portion of said 198.487 acre tract, a distance of **1545.19 feet** to an iron rod with yellow cap marked "Pape-Dawson" found on the southeast corner of Rancho Del Cielo, Phase 1, a subdivision according to the plat recorded in Document No. 2022099513 of said Official Public Records, same being the southwest corner of the Remnant Portion of said 198.487 acre tract for the southwest corner hereof;

THENCE, departing the north right-of-way line of said County Road 238, with the east boundary line of said Rancho Del Cielo, Phase 1, same being the west boundary line of the Remnant Portion of said 198.487 acre tract, the following four (4) courses and distances:

1. **N 21°38'26" W**, a distance of **172.49 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,

2. **N 70°28'34" W**, a distance of **41.82 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature hereof,

3. along the arc of a curve to the left having a **radius** of **60.00 feet**, a **central angle** of **99°41'52"**, a **chord bearing** and **distance** of **N 30°05'51" W, 91.72 feet**, an **arc length** of **104.40 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency hereof, and

4. **N 10°03'13" E**, a distance of **101.44 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature on an interior corner of said Rancho Del Cielo, Phase 1, same being the northwest corner of the Remnant Portion of said 198.487 acre tract for the northwest corner hereof,

THENCE, with the south boundary line of said Rancho Del Cielo, Phase 1, same being the north boundary line of the Remnant Portion of said 198.487 acre tract, the following three (3) courses and distances:

1. along the arc of a curve to the left having a **radius** of **298.00 feet**, a **central angle** of **49°45'16"**, a **chord bearing** and **distance** of **N 75°10'35" E**, **250.72 feet**, an **arc length** of **258.78 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency hereof,

2. **N 50°42'06" E**, a distance of **160.75 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof, and

3. **N 00°00'00" E**, a distance of **46.17 feet** to an iron rod with yellow cap marked "Pape-Dawson" found on a southwest corner of said Rancho Del Cielo, Phase 2B, Section 1, for an angle point hereof,

THENCE, departing the south boundary line of Rancho Del Cielo, Phase 1, with the south boundary line of said Rancho Del Cielo, Phase 2B,, Section 1, same being the north boundary line of the Remnant Portion of said 198.487 acre tract, the following twelve (12) courses and distances:

1. **N 79°11'54" E**, a distance of **195.76 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,

2. **S 79°15'22" E**, a distance of **72.56 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,

3. **S 28°34'39" E**, a distance of **63.54 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,

4. **S 73°26'08" E**, a distance of **144.26 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,

5. **N 68°47'21" E**, a distance of **234.14 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,

6. **N 60°14'28" E**, a distance of **184.58 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,

7. **S 60°49'59" E**, a distance of **120.01 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,

8. **N 29°14'59" E**, a distance of **107.15 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature hereof,

9. along the arc of a curve to the left having a **radius** of **50.00 feet**, a **central angle** of **42°28'51"**, a **chord bearing** and **distance** of **N 81°16'38" E**, **36.23 feet**, an **arc length** of **37.07 feet** to a calculated point of non-tangency hereof,

10. **S 29°50'07" E**, a distance of **20.23 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,

11. **S 62°33'21" E**, a distance of **138.68 feet** to an iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof, and

12. **N 68°35'49" E**, a distance of **38.61 feet** to the **POINT OF BEGINNING**, and containing 10.165 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Consulting Engineers, Llc. under Job No. 51118-60.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N70°28'34"W	41.82'
L2	N00°00'00"E	46.17'
L3	S79°15'22"E	72.56'
L4	S28°34'39"E	63.54'
L5	N29°14'59"E	107.15'
L6	S29°50'07"E	20.23'
L7	N68°35'49"E	38.61'
L8	N21°12'39"W	63.77'
L9	S21°12'39"E	63.77'
L10	N21°12'39"W	63.77'
L11	S21°12'39"E	63.77'
L12	N68°47'21"E	126.93'
L13	N68°47'21"E	126.93'
L14	N68°47'21"E	111.93'
L15	N68°47'21"E	101.93'
L16	S68°47'21"W	83.20'
L17	S81°50'33"W	25.65'
L18	N21°13'06"W	10.00'
L19	S55°44'06"W	25.65'
L20	S68°47'21"W	83.20'
L21	S68°47'21"W	101.93'
L22	S68°47'21"W	111.93'
L23	S68°47'21"W	126.93'
L24	S68°47'21"W	126.93'
L25	N68°47'21"E	126.93'

LINE TABLE		
LINE #	BEARING	LENGTH
L26	N68°47'21"E	126.93'
L27	N68°47'21"E	111.93'
L28	N68°47'21"E	101.93'
L29	S68°47'21"W	83.20'
L30	S81°50'33"W	25.65'
L31	N21°06'43"W	10.00'
L32	S55°44'06"W	25.65'
L33	S68°47'21"W	83.20'
L34	S68°47'21"W	101.93'
L35	S68°47'21"W	111.93'
L36	S68°47'21"W	126.93'
L37	S68°47'21"W	126.93'
L38	S21°12'39"E	150.00'
L39	S21°12'39"E	150.00'
L40	N68°20'16"E	42.65'
L41	N73°01'25"E	67.71'
L42	S21°12'39"E	20.00'
L43	S73°01'23"W	67.71'
L44	S68°20'34"W	33.83'
L45	N23°46'53"E	24.24'
L46	S66°12'14"E	24.25'
L47	N66°12'14"W	12.86'
L48	S23°46'53"W	12.86'
L49	N21°13'39"W	11.01'
L50	N68°47'21"E	20.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L51	S21°13'39"E	11.01'
L52	N21°13'39"W	11.01'
L53	N68°47'21"E	20.00'
L54	S21°13'39"E	11.01'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	60.00'	099°41'52"	N30°05'51"W	91.72'	104.40'
C2	298.00'	049°45'16"	N75°10'35"E	250.72'	258.78'
C3	50.00'	042°28'51"	N81°16'38"E	36.23'	37.07'
C4	15.00'	052°01'13"	N47°13'15"W	13.16'	13.62'
C5	50.00'	284°02'25"	N68°47'21"E	61.54'	247.87'
C6	15.00'	052°01'13"	S04°47'57"W	13.16'	13.62'
C7	15.00'	052°01'13"	N47°13'15"W	13.16'	13.62'
C8	50.00'	284°02'25"	N68°47'21"E	61.54'	247.87'
C9	15.00'	052°01'13"	S04°47'57"W	13.16'	13.62'
C10	50.00'	015°09'01"	N65°39'21"W	13.18'	13.22'
C11	50.00'	036°52'12"	N39°38'44"W	31.62'	32.18'
C12	50.00'	028°57'18"	N06°43'59"W	25.00'	25.27'
C13	50.00'	061°02'53"	N38°16'06"E	50.79'	53.27'
C14	50.00'	061°02'30"	S80°41'12"E	50.79'	53.27'
C15	50.00'	028°57'18"	S35°41'19"E	25.00'	25.27'
C16	50.00'	036°52'12"	S02°46'34"E	31.62'	32.18'
C17	50.00'	015°09'01"	S23°14'03"W	13.18'	13.22'
C18	50.00'	015°09'01"	N65°39'21"W	13.18'	13.22'
C19	50.00'	036°52'12"	N39°38'44"W	31.62'	32.18'
C20	50.00'	028°57'18"	N06°44'00"W	25.00'	25.27'
C21	50.00'	061°02'53"	N38°16'06"E	50.79'	53.27'
C22	50.00'	061°02'30"	S80°41'12"E	50.79'	53.27'
C23	50.00'	028°57'18"	S35°41'18"E	25.00'	25.27'
C24	50.00'	036°52'12"	S02°46'34"E	31.62'	32.18'
C25	50.00'	015°09'01"	S23°14'03"W	13.18'	13.22'
C26	60.00'	021°55'00"	N08°47'35"E	22.81'	22.95'
C27	50.00'	018°15'30"	S42°48'52"W	15.87'	15.93'
C28	50.00'	018°15'30"	N85°14'11"W	15.87'	15.93'
C29	50.00'	023°04'26"	S68°47'34"W	20.00'	20.14'
C30	50.00'	023°04'26"	S68°47'34"W	20.00'	20.14'

PAPE-DAWSON
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

RANCHO DEL CIELO, PHASE 4B

Survey Job No. 51118-60

Date: Oct 28, 2025, 12:59pm User ID: DRodriguez
File: H:\Survey\CIVIL\51118-60\Plat\RanchoDelCieloPhase4B_4C\PLS51118-60_Phase4B.dwg

FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 4B

A 10.165 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NOTES:

1) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES

2) A 10' WIDE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.

3) PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES

4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.

5) MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

7) BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.

8) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

9) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

11) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

12) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF JARRELL.

13) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.

14) ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.

15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

16) DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO COUNTY ROAD 238.

17) IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE OWNED AND MAINTAINED BY THE RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT OR THE HOMEOWNER'S ASSOCIATION.

18) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

19) IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS IS PROHIBITED WITHOUT AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

20) EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

21) THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY PAPE-DAWSON ENGINEERS DATED APRIL 9, 2025.

22) A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

23) NO PORTION OF THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0125F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

24) THIS SUBDIVISION IS SUBJECT TO WATER AND WASTEWATER ACCESS FEES AS OUTLINED IN THE RANCHO DEL CIELO UTILITY AND CONSENT AGREEMENT WITH THE CITY OF JARRELL, DATED OCTOBER 27, 2020.

25) THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS.

26) MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAT THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

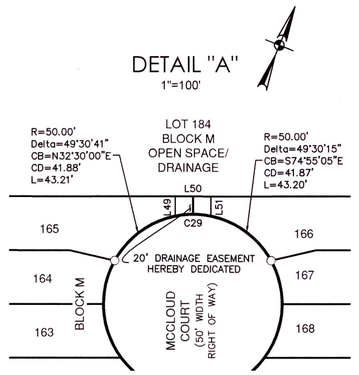
27) ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.

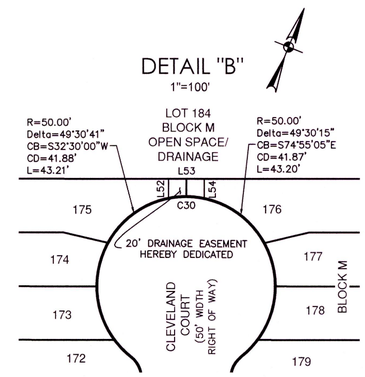
28) DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

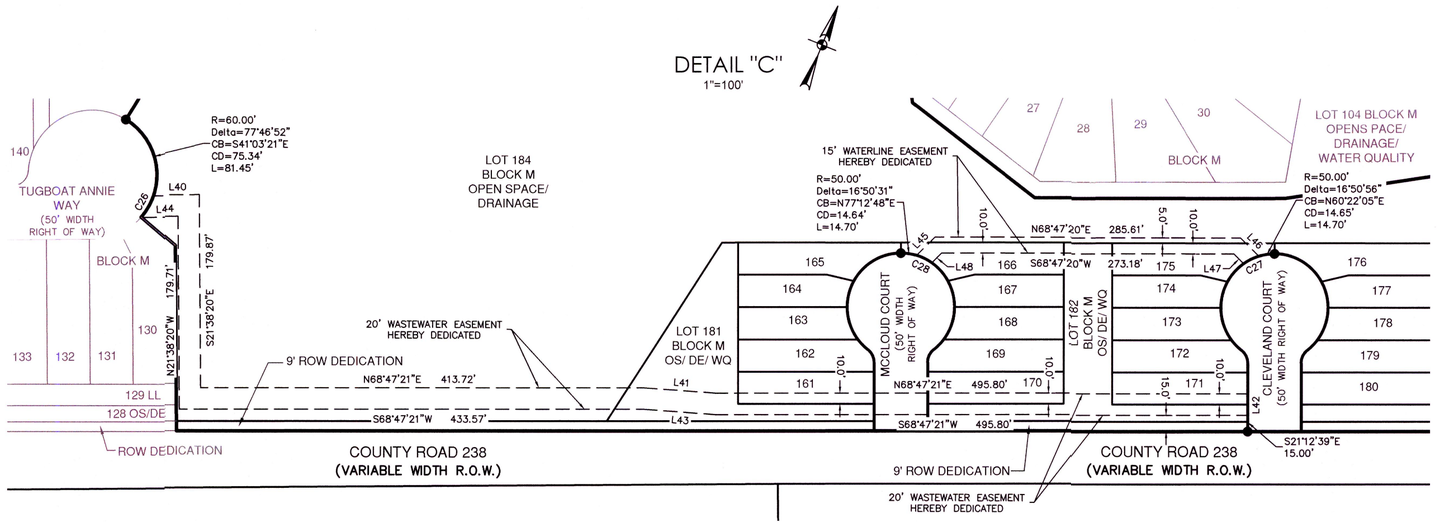
29) THE 15' PRIVATE PUE SHOWN ON LOTS 161, 171, 180-184 IS LIMITED TO THE USE OF PUBLIC WATER & WASTEWATER FACILITIES.

30) THE PROPOSED 20' WASTEWATER EASEMENT WILL FUNCTION AS THE BUILDING SETBACK LINE FOR LOTS 161, 170, AND 171.

31) THE PROPOSED 15' WATERLINE EASEMENT WILL FUNCTION AS THE BUILDING SETBACK LINE FOR LOTS 166 AND 175.







PAPE–DAWSON
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Oct 28, 2025, 1:00pm User ID: DRodriguez
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FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 4B

A 10.165 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

STATE OF ARIZONA §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF MARICOPA §

THAT KL LHB3 AIV LLC, AS OWNER OF THE REMNANT PORTION OF THE CERTAIN 198.487 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

THIS SUBDIVISION IS TO BE KNOWN AS "RANCHO DEL CIELO, PHASE 4B"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 4 DAY OF November, 2025.

KL LHB3 AIV LLC
A DELAWARE LIMITED LIABILITY COMPANY

C/O KENNEDY LEWIS INVESTMENTS MANAGEMENT LLC
111 WEST 33RD STREET, SUITE 1910
NEW YORK, NY 10120

BY: Nathan Holt
KL LHB3 AIV LLC
NATHAN HOLT
AUTHORIZED SIGNATORY

STATE OF ARIZONA §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF MARICOPA §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NATHAN HOLT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4 DAY OF November, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF ARIZONA

MY COMMISSION EXPIRES: 08/05/2026

JULIE GILLETT
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 635441
Expires August 05, 2026

ENGINEER'S CERTIFICATION

I, JENNIFER FRANKLIN, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS "RANCHO DEL CIELO, PHASE 4B" PLAT IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 3rd DAY OF NOVEMBER, 2025.

STATE OF TEXAS
JENNIFER C. FRANKLIN
118838
LICENSED
PROFESSIONAL ENGINEER
11-3-2025

JENNIFER FRANKLIN, P.E.
PROFESSIONAL ENGINEER NO. 118838
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
TBPE, FIRM REGISTRATION NO. 470

SURVEYOR'S CERTIFICATION

I, PARKER J. GRAHAM, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON Nov. 12, 2024.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 3RD DAY OF NOVEMBER, 2025.

STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR
11|03|25

PARKER J. GRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5556
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
TBPLS, FIRM REGISTRATION NO. 10028801

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 18 DAY OF November, 2025, A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPOSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

I, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

STEVEN SNELL DATE
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF WILLIAMSON COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF_____ , 20_____ ,A.D., AT _____ O'CLOCK _____M. AND DULY RECORDED ON THE _____ DAY OF _____, 20_____, A.D., AT _____O'CLOCK _____.M. IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

PAPE-DAWSON
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

RANCHO DEL CIELO, PHASE 4B
Survey Job No. 51118-60

Date: Oct 28, 2025, 1:00pm User ID: DRodriguez
File: H:\Survey\CIVIL\51118-60\Plat\RanchoDelCieloPhase4B_4C\PLS51118-60_Phase4B.dwg

Commissioners Court - Regular Session **47.**

Meeting Date: 12/09/2025

LOSS Initiative

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear a presentation on an L.O.S.S. (Local Outreach to Suicide Survivors) Initiative in Williamson County.

Background

A LOSS program is an active postvention model. This model involves two or more volunteers, known as a LOSS Team, proactively going to the scene of a suicide to provide immediate support to those left behind. A LOSS Team is made up of trained suicide loss survivors, and sometimes other concerned community members, who go to the scene of a suicide to support those left behind. The LOSS Team members serve in a pure volunteer capacity. The LOSS Team model was created by Dr. Frank Campbell at the Baton Rouge Crisis and Trauma Center in 1998. Dr. Campbell found that survivors typically took more than four years to seek professional support. A LOSS Team at the scene of a suicide provides loss survivors with practical support and a vital connection to community resources. But, most importantly, they provide an instillation of hope as the bereaved begins the process of grieving and healing.

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	11/24/2025 04:32 PM
Form Started By: Kathy Pierce		Started On: 11/24/2025 04:17 PM
Final Approval Date: 11/24/2025		

Commissioners Court - Regular Session **48.**

Meeting Date: 12/09/2025

BTCS Agreement

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a one-year Renewal and Amendment to the Agreement for Assessment Services with Bluebonnet Trails Community Services (BTCS) to complete assessments on potential applicants seeking participation in the Williamson County Veterans Treatment Court (WCVTC) and the misdemeanor DWI/Drug Court (DWI/Drug) programs.

Background

The Veterans Treatment Court and the DWI/Drug Court programs are operated through County Court at Law #2. They have a long history of being highly successful in addressing the critical thinking of individuals involved in the criminal justice system and helping to reduce recidivism.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BTCS Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 11:37 AM
Form Started By: Kathy Pierce		Started On: 12/02/2025
Final Approval Date: 12/02/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

RENEWAL AND AMENDMENT TO THE AGREEMENT FOR ASSESSMENT SERVICES

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 RENEWAL AND AMENDMENT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Bluebonnet Trails Community MHMR Center dba Bluebonnet Trails Community Services ("BTCS"), both of which are referred to herein as the parties.

WHEREAS, the County and BTCS entered into an Agreement for Assessment Services ("Agreement") dated effective August 13, 2024, setting forth the terms and conditions pursuant to which BTCS agreed to provide certain services;

WHEREAS, the Parties desire to renewal and amend the Agreement to include the DWI/Drug Court as part of BTCS's scope of services;

NOW THEREFORE, the Parties agree that the Agreement is renewed and amended as follows:

RENEWAL AND AMENDMENT

I. RENEWAL TERM: The Parties hereby agree to renew the Agreement for an additional term of one (1) year, commencing on August 14, 2025, and ending on midnight of August 14, 2026 ("Renewal Term").

II. AMENDMENT: ARTICLE I (BASIC SCOPE OF AGREEMENT) and Exhibit A shall be amended to include the misdemeanor DWI/Drug Court under the scope of services for assessments by BTCS.

III. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to fulfil its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

IV. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last patty's execution hereof.

In all other respects, the Agreement is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this Amendment. It is mutually understood that this Amendment shall not become effective until signed by both parties below.

WILLIAMSON COUNTY:	**BLUEBONNET TRAILS COMMUNITY MHMR CENTER DBA BLUEBONNET TRAILS COMMUNITY SERVICES.**
_____	_____
Authorized Signature	Authorized Signature
_____	Mike Maples
Printed Name	Printed Name
Date: _____, 20___	Date: 11-26, 2025

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services.

Contractor Obligations:

This contract focuses upon eligibility screening via nationally recognized assessment tools. Upon execution of this Agreement with Williamson County, Bluebonnet Trails Community Services (BTCS) will be required to use identified screening tools selected by the Williamson County Veterans Treatment Court and the misdemeanor DWI/Drug Court (DWI/Drug).

Bluebonnet Trails Community Services (BTCS) to commits to providing professional assessments within the terms of this Agreement.

Assessments to be completed by BTCS for potential applicants seeking participation in the Williamson County Veterans Treatment Court (WCVTC) and the misdemeanor DWI/ Drug Court (DWI/Drug) may include:

- DUI-RANT and RANT, which provides risk and needs scores needs for admission into the program.
- PCL 5 for PTSD symptoms.
- PHQ9 for identification of depression symptoms.
- GAD7 identification of anxiety symptoms.

The professional contract services are needed to provide prompter assessment services that will increase the number of applicants served and decrease the wait list.

Contractor Payment:

BTCS will conduct the assessment services and will bill Williamson County through all-inclusive hourly rates to conduct assessments achieving the integrity of the tools selected by the DDCP and WCVTC. BTCS commits to providing (1) the appropriately qualified BTCS professional to conduct the assessments; and (2) the licensed professional is required to conduct groups and report outcomes to WCVTC and DDCP:

- $35.00 per hour for non-licensed staff
- $64.00 per hour for WCVTC and misdemeanor DDCP group rate

Commissioners Court - Regular Session **49.**

Meeting Date: 12/09/2025

WCCHD Board Appointment

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the reappointment of Kathy Pierce as chair of the Williamson County and Cities Health District (WCCHD) board of directors for a two-year term beginning January 1, 2026, and ending December 31, 2027.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 11:36 AM
Form Started By: Kathy Pierce		Started On: 12/02/2025 07:32 AM
Final Approval Date: 12/02/2025		

Commissioners Court - Regular Session **50.**

Meeting Date: 12/09/2025

Tax Abatement Policy

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hold a Public Hearing on the adoption of guidelines and criteria for Texas Tax Code Chapter 312 Tax Abatements and adoption of a Williamson County Tax Abatement Policy Resolution.

Background

A taxing unit may not enter into a tax abatement agreement under Chapter 312 of the Texas Tax Code, and the governing body of a county may not designate an area as a reinvestment zone unless the governing body has established guidelines and criteria governing tax abatement agreements by the taxing unit and a resolution stating that the taxing unit elects to become eligible to participate in tax abatement [Tax Code Sec. 312.002(a)]. The guidelines and criteria adopted under this section are effective for two years from the date adopted [Tax Code Sec. 312.002(c)]. Before the governing body of a taxing unit may adopt, amend, repeal, or reauthorize guidelines and criteria, the body must hold a public hearing regarding the proposed adoption, amendment, repeal, or reauthorization at which members of the public are given the opportunity to be heard [Tax Code Sec. 312.002(c-1)].

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:12 PM
Form Started By: Kathy Pierce		Started On: 12/01/2025 03:26 PM
Final Approval Date: 12/02/2025		

Commissioners Court - Regular Session **51.**

Meeting Date: 12/09/2025

Tax Abatement Policy

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 Williamson County Tax Abatement Policy Resolution relating to the adoption of guidelines and criteria for Texas Tax Code Chapter 312 Tax Abatements.

Background

A taxing unit may not enter into a tax abatement agreement under Chapter 312 of the Texas Tax Code, and the governing body of a county may not designate an area as a reinvestment zone unless the governing body has established guidelines and criteria governing tax abatement agreements by the taxing unit and a resolution stating that the taxing unit elects to become eligible to participate in tax abatement [Tax Code Sec. 312.002(a)]. The guidelines and criteria adopted under this section are effective for two years from the date adopted [Tax Code Sec. 312.002(c)]. Before the governing body of a taxing unit may adopt, amend, repeal, or reauthorize guidelines and criteria, the body must hold a public hearing regarding the proposed adoption, amendment, repeal, or reauthorization at which members of the public are given the opportunity to be heard [Tax Code Sec. 312.002(c-1)].

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tax Abatement Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:00 PM
Form Started By: Kathy Pierce		Started On: 12/01/2025 03:29 PM
Final Approval Date: 12/02/2025		

WILLIAMSON COUNTY
TAX ABATEMENT
RESOLUTION AND POLICY

A RESOLUTION ADOPTING GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT AGREEMENTS WITHIN WILLIAMSON COUNTY, TEXAS

WHEREAS, Williamson County, Texas ("County") must compete with other counties across the State of Texas and across the Nation currently offering tax abatements and other incentives to attract new industry and business facilities or to keep existing industry and business facilities; and

WHEREAS, new jobs, industries and business facilities will benefit the local economy, strengthen the real estate market, and generate future tax revenue; and

WHEREAS, pursuant to Section 312.002 of the Texas Property Tax Code, the County may not designate an area as a reinvestment zone and may not enter into an abatement agreement unless the Commissioner's Court, after holding a public hearing, has established guidelines and criteria governing tax abatement agreements and adopted a resolution stating that the taxing unit elects to become eligible to participate in tax abatement; and

WHEREAS, these guidelines and criteria shall not be construed as implying, suggesting or committing that Williamson County is under any obligation to provide tax abatement or another incentive to any applicant, and all applicants shall be considered on a case-by-case basis;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS,

That the following guidelines and criteria governing tax abatement agreements within Williamson County, Texas are hereby adopted:

ARTICLE I.
PURPOSE

The County is committed to the promotion of quality development in all parts of the County that attracts jobs and employment opportunities and enhances quality of life for current and future citizens. An abatement may be considered that creates new jobs, industries and business facilities which will benefit residents, strengthen the real estate market, and generate future tax revenue. To facilitate meeting these goals, the County may consider providing a tax abatement to eligible applicants that meet requirements of Chapter 312 of the Texas Tax Code, known as the Property Redevelopment and Tax Abatement Act (hereinafter the "Act"), and the guidelines and criteria

outlined in this Williamson County Tax Abatement Resolution and Policy (hereinafter the "Policy"). All requests for an abatement will be considered on a case-by-case basis.

Tax abatement, as referred to in this Policy, means the partial, temporary exemption from ad valorem taxes on certain qualifying property in a designated Reinvestment Zone for economic development purposes. Only ad valorem (property) taxes are eligible for the incentive.

ARTICLE II.
GENERAL ELIGIBILITY CRITERIA

The County will consider requests for tax abatement that meet the eligibility requirements set forth in this Policy. The primary focus is on development projects that are expected to produce a meaningful impact on the County and its economy. Some examples include, but are not limited to, development projects that:

- Retain local jobs and/or increase the number and diversity of high-quality jobs that offer attractive wages and benefits.
- Encourage redevelopment of commercial and industrial areas that result in high quality redevelopment, private investment, and an increase in the County tax base.
- Meet public policy and financial goals, as adopted by the Williamson County Commissioners Court.

ARTICLE III.
GENERAL PROCEDURES FOR REQUESTS FOR TAX ABATEMENT

When the property is located within an incorporated city, an applicant should begin the abatement request process with the city where the property is located, prior to requesting an abatement from the County. The applicant should notify the Executive Director of the Williamson County Economic Development Partnership (WEDP) of its intent to seek an abatement from the County. The County will inform the city of any concerns and comments regarding terms of the agreement being considered by the city prior to final action by the city council of the city.

The applicant may then make a request of the County for participation in an abatement. If the applicant's project is not within the city limits, then the County may consider creating a Reinvestment Zone. The County may negotiate additional or different performance criteria with the applicant that may be required for County participation.

The applicant shall ensure that any announcements are coordinated with the city, other government entities and the County.

ARTICLE IV.
CRITERIA FOR AUTHORIZATION OF TAX ABATEMENT

All requests for tax abatements shall be considered on an individual basis. Pursuant to the Act, the County may not designate an area as a reinvestment zone unless the Commissioners Court holds a public hearing pursuant to Act and may not enter into an abatement agreement unless the County has established guidelines and criteria governing tax abatement agreements, as outlined in this Policy. A facility may be eligible for abatement if it is a manufacturing facility, research facility, distribution center or regional service facility, or a facility that the Commissioners Court determines would enhance job creation and the economic future of the County.

A. **Economic Qualifications**: In order for the owner of a property within a reinvestment zone to be considered for a tax abatement, the owner must show that the project will:

1. Be a major investment that will substantially increase the appraised value of property within the zone;
2. Contribute to the retention or expansion of primary and secondary employment within the County over the period of the agreement; and
3. Provide finance revenue information, as requested for consideration.

B. **Creation of New Value**: The abatement may only be granted for the additional and increased taxable value of the eligible property, property improvements, or tangible personal property made subsequent to and listed in an abatement agreement between the County and the property owner and lessee (if required), subject to such limitations as the County may require. The amount of value of the substantial improvements as agreed to in the abatement agreement may not be appealed/protested to the Appraisal Review Board of the Williamson Central Appraisal District for a taxable value less than the agreement stated on the increase in value over the period of the agreement.

C. **Eligible Property**: Tax abatement agreements may exempt from taxation all or part of the increase in the value of the property over its value: (i) in the year in which the agreement is executed; or (ii) at a later date as agreed upon in the applicable agreement.

Eligible property will be limited to:

1. Real property, real property improvements or leasehold interest; and
2. Tangible personal property and related fixed improvements necessary to the operation and administration of the facility, at the discretion of the Commissioners Court.

D. **Ineligible Property**: The following types of property shall be fully taxable and ineligible for tax abatement:

1. Land with agricultural exemptions. No tax abatement shall be granted for any property unless and until full market value taxes have been paid for the rollback period prior to the execution of a tax abatement agreement;
2. Personal property, tools, furnishings, and other forms of movable personal property;
3. Vehicles, watercrafts, aircrafts, housing, convalescent homes, assisted living homes/centers, deferred maintenance investments;
4. Real property with a productive life of less than 15 years, property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision; and
5. Any other property for which abatement is not allowed by Texas Tax Code.

E. Environmental Impacts: Environmental impact information must be provided, noting any anticipated impacts of the project on the environment, including but not limited to water quality, storm water, runoff, floodplain, solid waste disposal, noise levels and air quality.

F. Value and Term of Abatement: The abatement shall be granted effective on January 1 of the year (i) following the date of execution of the tax abatement agreement, or (ii) a later date as agreed upon in the applicable agreement. The percentage of the increase abated shall be determined in each individual tax abatement agreement. Length of abatements will be determined based upon the project and according to the Act.

G. County Participation Level: In determining what level of tax abatement (if any) will be provided to the applicant, the following criteria may be considered:

1. The types and cost of public improvements and services requested by the applicant (roads, utilities, etc.) will be determined prior to determining the County's level of participation;
2. The types and value of public improvements which will be made by the applicant;
3. The method or methods which will be available to the County to recapture property tax revenue lost as a result of entering into a tax abatement agreement with the applicant if the applicant fails to fulfill its responsibilities under the agreement, as required by applicable law; and
4. The amount of time necessary to complete the project and create the jobs which are to be provided by the applicant.

ARTICLE V.
STANDARDS FOR TAX ABATEMENT

A. Minimum Standards

The County will consider a tax abatement only on eligible projects which meet at least two (2) of the following criteria:

1. The project involves a minimum increase in property value of three hundred percent (300%) for construction of a new facility, or fifty percent (50%) for expansion of an existing facility, with an overall new investment of at least $20 million in taxable assets. For eligible facilities in a reinvestment zone within an identified strategic investment zone corridor, the project must involve either a minimum increase in property value of one hundred and fifty percent (150%) for construction of a new facility, or twenty-five percent (25%) for expansion of an existing facility.
2. The project makes a substantial contribution to redevelopment efforts, special area plans, or strategic economic development programs.
3. The project stimulates desired concentrations of employment or commercial activity.
4. The project generates greater employment than would otherwise be achieved.

B. Minimum Assessed Value: All applicants shall agree in the tax abatement agreement that the real and tangible personal property assessed valuation (as defined in the Texas Tax Code) shall reach a minimum assessed valuation, as determined by the Williamson Central Appraisal District, during each year of the term of the tax abatement agreement. Failure in any year to reach the minimum assessed valuation shall trigger the default provisions as stated in Section X. herein below.

C. Job Creation: The creation of jobs refers to a job paying not less than two hundred and fifty percent (250%) of the hourly rate set by the Texas Minimum Wage Act, excluding benefits. To qualify for a level of tax abatement, the applicant must commit to hiring and retaining a required number of full-time employees during the term of the tax abatement agreement, which shall be determined on a case-by-case basis and set forth in the tax abatement agreement..

D. Internships and Employment of Students: The applicant may be required to establish one (1) or more programs at the property to create internship and employment opportunities for the benefit of students in Williamson County, Texas.

E. Health Care Benefits: The applicant must offer a health benefit plan to its full-time employees at a rate comparable to health benefits plans offered to employees at similar businesses in Wiliamson County, Texas and that is affordable to the majority of its employees, and which allows access to the plan by the employees' dependents. For additional consideration, the applicant may provide information on other employee benefits provided, such as retirement/pension programs.

F. Contribution to WEDP: The applicant must agree to make a contribution to the WEDP to support economic development throughout Williamson County, Texas with such contribution amounts being negotiated by the applicant and the County as a part of a tax abatement agreement.

G. <u>Additional or Enhancement Factors</u>:

The following is a non-exhaustive list of additional enhancement factors the County may consider in relation to a request for tax abatement:

1. Businesses seeking to expand and grow within the County.
2. The extent to which the proposed project adds to the net commercial, industrial or general tax base of the County and optimizes the private development of the proposed site.
3. The proposed project provides services or is an industry not already provided in the County or are services which are needed.
4. The applicant would not be in direct competition with an existing business in the County.
5. The extent to which the project requires improvements in County infrastructure, such as road improvements or construction, or an impact on other County services such as law enforcement.
6. The extent that the proposed project will impact environmental or natural resources.
7. The applicant has a corporate community engagement program or policy that provides meaningful support for the welfare of the County's communities.

H. <u>Taxes Subject of Abatement</u>: A tax abatement granted by the County shall only be an abatement of ad valorem taxes paid in relation to the County's Maintenance and Operations Fund Tax Rate (the "M&O Rate") portion of the Williamson County Fund (identified as "Williamson CO" on tax statements) and such abatement shall not apply to the County's Debt Service Fund Tax Rate (the "I/S Rate") portion of the Williamson County Fund or to ad valorem taxes paid by a company to the Williamson County Road & Bridge Fund (identified as "Williamson CO FM/RD" on tax statements.) The agreed upon abatement percentage will be an amount that accounts for the omission and exclusion of the I/S Rate portion of the Williamson County Fund and the Williamson County Road & Bridge Fund.

ARTICLE VI.
REQUEST FOR ABATEMENT PROCEDURES

If located within the corporate boundaries of a municipality, all tax abatements must be approved by the municipality before approval by the Commissioners Court.

The Commissioner Court shall review a request for tax abatement during a regular or closed session(s). *See 551.087 Open Meeting Act.*

A complete request package, utilizing any application form(s) required by the County and including additional documentation attached by the applicant, for consideration of a tax abatement shall, at a minimum, shall consist of:

1. An investment budget detailing components and costs of the real property improvements for which tax abatement is requested, including type, number, and economic life.
2. A map showing the precise location of the project, all roadways within 200 feet of the site, and all existing zoning and land uses on the site and within 200 feet of the site.
3. A complete legal description of the property associated with the project.
4. A time schedule for undertaking and completing the proposed improvements.
5. The estimated number of jobs to be created per year for the life of the tax abatement agreement.
6. A plan which provides access to and inspection of the project by County inspectors and/or officials to ensure that the improvements are made according to the requirements and conditions of the abatement agreement.
7. Any financial projections and supporting documentation used by the governing body of the sponsoring municipality, if any, in making its determination to participate in the proposed project.
8. A method or provision to provide for the recapture of all or a portion of property tax revenues, if the applicant fails to perform its obligations under the agreement, including payment of a penalty, or interest, or both on the recaptured property tax revenue.
9. A provision requiring timely filed exemption applications and confidential renditions to the Williamson Central Appraisal District or the agreement may be either penalized or cancelled.
10. A plan which provides access to and inspection of the project by the Williamson Central Appraisal District appraisers, inspectors and/or officials.
11. Any other information about the proposed project which may be required by or helpful to the County.
12. A one thousand dollar ($1,000) application fee.

The request package will be reviewed by County staff for completeness and accuracy, and comments will be received from the appropriate departments. When this information is compiled, the request package and review comments will be provided to members of the Commissioners Court. After the review by the Commissioners Court, additional information may be requested of the applicant and the sponsoring municipality, if any.

All requirements of the Act shall be followed.

ARTICLE VII.
PUBLIC HEARING AND APPROVAL

A. <u>Public Hearing</u>: If a proposed project is outside of a city's limits, the County must first consider and create a Reinvestment Zone. Prior to designating a reinvestment zone and entering into any tax abatement agreement, the County must hold a public hearing at which interested persons shall be entitled to speak for or against the approval of the reinvestment zone

designation. Pursuant to the Act, the County shall give notice of the public hearing concerning the designation of a reinvestment zone for tax abatement purposes. A request for designation of an area as a Reinvestment Zone shall not be granted if the County finds that the request for the tax abatement incentive was submitted after the commencement of construction or installation of improvements related to a proposed new facility or expansion of an existing facility began. If a reinvestment zone comprising or containing the area of the proposed property to be abated has been previously designated by Commissioners Court, then the Court may, at its option, hold a public hearing at which interested persons shall be entitled to speak for or against the approval of a tax abatement agreement.

B. <u>Approval</u>: Before approving any tax abatement agreement, the County must find that the terms of the proposed agreement adhere to these guidelines and criteria and that:

1. There will be no substantial adverse effect on the provision of County services or on its tax base; and
2. The planned use of the property will not constitute a hazard to public safety, health, or welfare.

ARTICLE VIII.
ADMINISTRATION

The Williamson Central Appraisal District shall administer the tax abatement agreements, to include calculation, assessment, collection and distribution of any rebates applicable to an abatement agreement.

Upon completion of project construction, the municipality or County creating the reinvestment zone shall annually evaluate each facility receiving an abatement to ensure compliance with the agreement and report possible violations of the city agreement to the Williamson County Judge and the Williamson County Auditor's office. The County shall evaluate compliance with the tax abatement agreement.

On or before April 30th each year of a tax abatement agreement, it shall be the responsibility of the company, pursuant to the Texas Tax Code, to file an annual abatement application form prescribed by the Texas Comptroller of Public Accounts for the tangible personal property and the premises with the Chief Appraiser of the Williamson Central Appraisal District. A copy of the respective abatement application shall be submitted to the Williamson County Judge and the Williamson County Auditor. All recipients of the form listed above will have full access to the company's abated property.

By using the form prescribed by the Texas Comptroller of Public Accounts, the company shall, before May 1, of each calendar year that the tax abatement agreement is in effect, certify in writing to the County that the company is in compliance with each term of the tax abatement agreement.

The company shall annually render the value of the tangible personal property to the Williamson Central Appraisal District using the form prescribed by the Williamson Central Appraisal District and

shall provide a copy of the same to the County upon written request. The company shall also be responsible for annually rendering the value of any existing tangible personal property using the form prescribed by the Williamson Central Appraisal District which has been improved so as to render its value higher than in previous years.

ARTICLE IX.
ASSIGNMENT

Tax abatement agreements may be assigned to a new owner or lessee of the improvements with the written approval of the County. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all duties and obligations of the assignor or as set out in a consent to assignment agreement. No assignment shall be approved if the assignor or assignee is indebted to the County for ad valorem taxes or other obligations.

ARTICLE X.
DEFAULT PROVISIONS

All companies shall agree in the tax abatement agreement that:

1. Upon termination of the tax abatement agreement by the County, a "Recapture Amount" for the respective property shall become a debt to the County and shall become due and payable to the County by the company. The Recapture Amount must be paid to the County not later than thirty (30) days after a notice of termination is delivered to the company by the County;
2. The computation of the Recapture Amount for the purposes of the tax abatement agreement shall be based upon the full taxable value of the respective property without tax abatement for the years in which tax abatement under the tax abatement agreement was received, as determined by the Williamson Central Appraisal District, and be multiplied by the tax rate of the years in question, as calculated by County Tax Assessor-Collector;
3. The Recapture Amount shall accrue interest at the statutory rate for delinquent taxes as determined by the Texas Tax Code, but without penalty, and such interest shall commence to accrue after expiration of the thirty (30) days after a notice of termination is delivered to the company;
4. County shall have all remedies for the collection of the abated taxes provided generally in the Texas Tax Code for the collection of delinquent property taxes;
5. The Recapture Amount, along with all accrued interest shall be recoverable against the company and shall constitute a tax lien against the respective property.

ARTICLE XI.
VARIANCES

Requests for any variance from this Policy may be made in written form to the County. Such request shall include a complete description of the circumstances explaining why the applicant or company should be granted a variance. Approval of a request for variance requires a four-fifths (4/5) majority vote of the Commissioners Court.

ARTICLE XII.
EFFECTIVE DATE OF POLICY

This Policy shall supplant any prior adopted Williamson County Economic Development Policy and shall be effective immediately upon adoption by the Commissioners Court and shall remain in full force and effect until amended or repealed by a majority vote of the Commissioners Court.

ADOPTED BY THE WILLIAMSON COUNTY COMMISSIONERS TO BE EFFECTIVE ON THIS ___DAY OF_____, 20____.

_____
Steven Snell
County Judge

_____
Terry Cook
Commissioner, Pct. 1

_____
Valerie Covey
Commissioner, Pct. 3

_____
Cynthia Long
Commissioner, Pct. 2

_____
Russ Boles
Commissioner, Pct. 4

Commissioners Court - Regular Session **52.**

Meeting Date: 12/09/2025

Williamson County Benefit Committee Member Terms

Submitted For: Allen Frederick **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the following Benefit Committee Members, adding a new Benefit Committee Member, Assistant Chief Deputy Bryan Williams of the Sheriff's Office, to serve a three-year term expiring on 12/31/2028, and the reappointment of Cathy Mendoza, Chief Deputy District Clerk, and John Gonazales, Director of EMS, for a three-year renewal period to extend through December 31, 2028.

Background

Bryan Williams, Assistant Chief Deputy of the Sheriff's Office will be replacing James Carmona of the Sheriff's Office has stepped down as a Benefit Committee Member as of 12/31/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

11.14.2025 Benefit Committee Terms

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/19/2025 08:37 AM
Form Started By: Shelley Loughrey		Started On: 11/18/2025 04:07 PM
Final Approval Date: 11/19/2025		

Williamson County Benefits Committee Member Terms

Term Non-Expiring	*County Judge
Term Non-Expiring	*Commissioner
Term Non-Expiring	*County Manager
Term Expires - December 31, 2026	John Pelczar - Chairman
Term Expires - December 31, 2026	Matt Williamson
Term Expires - December 31, 2028	Bryan Williams
Term Expires - December 31, 2028	Cathy Mendoza
Term Expires - December 31, 2028	John Gonzales

Commissioners Court - Regular Session **53.**

Meeting Date: 12/09/2025

Approval of Addendum 2026-098 for Westlaw Proflex Subscription from West Publishing Corporation and/or Thomson Reuters Enterprise Centre GmbH for the County Attorney

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 Addendum #2026-098 between Williamson County and West Publishing Corporation and/or Thomson Reuters Enterprise Centre GmbH for a Westlaw Proflex Subscription pursuant to TX MSA DIR-CPO-5258 (TXM1) for 36 months, with 5% increase in year two and year three (Year one: $74,202.60; Year two: $77,912.76; Year three: $81,808.44), not to exceed $233,923.80 for the 3 years.

Background

The approval of this item will benefit the operations of the Williamson County Attorney's office by providing access for their attorneys and support staff to case law and other research tools. The attached agreement contains more detailed information regarding the subscription. General Counsel, Contract Audit, Budget, and the Auditor's Office have reviewed this agreement. Funding source is 01.0100.0475.004210 for FY26 Origination #3671. The company is publicly traded, therefore no 1295 form is necessary. The department point of contact is Stephanie Lloyd.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order Form Q-09783287 Redacted

Addendum Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 11:36 AM
Form Started By: Barbi Hageman		Started On: 11/10/2025 08:59 AM
Final Approval Date: 12/02/2025		

Order Form

Order ID: [redacted]

Contact your representative randy.lysdale@thomsonreuters.com with any questions. Thank you.

Sold To Account Address	Shipping Address	Billing Address
Account #: [redacted] WILLIAMSON COUNTY ATTORNEY STEPHANIE LLOYD 405 MARTIN LUTHER KING ST STE 229 GEORGETOWN TX 78626-4901 US	Account #: [redacted] WILLIAMSON COUNTY ATTORNEY STEPHANIE LLOYD 405 MARTIN LUTHER KING ST STE 229 GEORGETOWN TX 78626-4901 US	Account #: [redacted] WILLIAMSON COUNTY ATTORNEY STEPHANIE LLOYD 405 MARTIN LUTHER KING ST STE 229 GEORGETOWN, TX 78626-4901 US

"Customer"

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

The Order Form is subject to and governed by the Texas Contract Number DIR-CPO-5258.

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
[redacted]	West Proflex	$6,183.55	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term for successive 12-month renewal terms (each, an "Automatic Renewal Term"), unless either party provides written notice of its intent to not renew at least 30 days prior to the beginning of an Automatic Renewal Term. We will notify you of any change in the Annual Charges at least 60 days before each Automatic Renewal Term begins. Submit your notice of nonrenewal to: https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

For Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Services with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Westlaw Advantage; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium; HighQ), listed on this Order Form, and are incorporated into this Order Form by reference: http://tr.com/genai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

Additional clause applicable to: Westlaw Advantage, Practical Law Dynamic Tool Set, CoCounsel Essentials, Westlaw Advantage with CoCounsel Essentials, Practical Law with Dynamic Tool Set with CoCounsel Essentials, CoCounsel Legal: During the term of this

Agreement, Thomson Reuters may in its sole discretion issue updates, upgrades, patches, enhancements, or improvements that it makes generally available to its customers at no additional charges (collectively "Upgrades"). For the avoidance of doubt, Upgrades do not include (i) new services that are developed or acquired by Thomson Reuters or (ii) services or functionalities for which there are royalty requirements or licensing restrictions. Where your Service includes Westlaw Advantage and/or Practical Law Dynamic Tool Set, these Upgrades do not include access to additional or new content sets beyond those you have subscribed to as part of the Service.

Amended Terms and Conditions

LIMITATION OF LIABILITY. EACH PARTY'S OR ANY OF ITS THIRD-PARTY PROVIDERS' ENTIRE LIABILITY IN THE AGGREGATE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED TWO TIMES THE CONTRACT VALUE. CONTRACT VALUE IS DEFINED IN THE ORDERING DOCUMENTS. IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: [redacted]

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 11/28/2025.

Authorized West Publishing Representative

Signature: DocuSigned by: Julie Thomas 3DF89B4D55954F9...

Printed Name: Julie Thomas

Title: Sr Director Commercial Strategy and Policy

Date: 11/10/2025

Attachment Order ID: [redacted]

Contact your representative randy.lysdale@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: [redacted]
This order is made pursuant to: TX MSA DIR-CPO-5258 (TXM1)

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Lloyd, Stephanie
Email: slloyd@wilco.org

eBilling Contact
Contact Name Stephanie Lloyd
Email **slloyd@wilco.org**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1003186603	WILLIAMSON COUNTY ATTORNEY	405 MARTIN LUTHER KING ST STE 229 GEORGETOWN TX 78626-4901 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	[redacted]	West Proflex
32	Attorneys	[redacted]	Westlaw Edge National Primary Law, Enterprise access, Government
32	Attorneys	[redacted]	Westlaw All Analytical, Enterprise access, Government
32	Attorneys	[redacted]	Westlaw Litigation Collection, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Stephanie	Lloyd	slloyd@wilco.org	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
[redacted]	West Proflex
[redacted]	Westlaw Edge National Primary Law, Enterprise access, Government
[redacted]	Westlaw All Analytical, Enterprise access, Government
[redacted]	Westlaw Litigation Collection, Enterprise access, Government

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$6,183.55	5.00%	$6492.73	5.00%	$6817.37	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

Docusign Envelope ID: [redacted]

Thomson Reuters™

Addendum to Order Form ("Addendum") [redacted]

Customer: WILLIAMSON COUNTY ATTORNEY'S Office

Account #: 1003186603

1. **Effect of Addendum**. The Order Form and the underlying Thomson Reuters General Terms and Conditions (or other applicable governing terms) (collectively, the "Agreement"), between you and Thomson Reuters (as set forth in the Order Form) is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All capitalized terms not otherwise defined in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.
2. **Modification to Agreement.** Notwithstanding anything in the Agreement to the contrary, the following provisions shall apply:
   a. **Split Venue.** The Order Form will be interpreted under the laws of the State of Texas. Any claim brought by us may be brought in the state or federal courts in Texas. Any claim brought by you may be brought in the state or federal courts in your state.

   b. **Term Commitment**. Your subscription will not automatically renew at the end of the term set forth in the Order Form. Thereafter, the parties may agree to extend your subscription by mutual written agreement.

   c. **No Waiver of Sovereign Immunity.** 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; therefor, all references of any kind to County defending, indemnifying, holding, or saving harmless Service provider for any reason are hereby deleted.
3. Except as expressly modified herein, all other terms and conditions of the Agreement will remain unchanged.

This Addendum shall be effective when signed by you and accepted by Thomson Reuters. By signing this Addendum, you acknowledge that you are authorized to accept these terms on behalf of your organization:

WILLIAMSON COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Authorized West Publishing Representative

DocuSigned by:

Signature: Julie Thomas
3DF89B4D55954F9...

Printed Name: Julie Thomas

Title: Sr Director Commercial Strategy and Policy

Date: 11/10/2025

Addendum to Order Form ("Addendum") [redacted]

Customer: WILLIAMSON COUNTY ATTORNEY'S Office

Account #: [redacted]

1. **Effect of Addendum**. The Order Form and the underlying Thomson Reuters General Terms and Conditions (or other applicable governing terms) (collectively, the "Agreement"), between you and Thomson Reuters (as set forth in the Order Form) is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All capitalized terms not otherwise defined in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.
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   a. **Split Venue.** The Order Form will be interpreted under the laws of the State of Texas. Any claim brought by us may be brought in the state or federal courts in Texas. Any claim brought by you may be brought in the state or federal courts in your state.

   b. **Term Commitment**. Your subscription will not automatically renew at the end of the term set forth in the Order Form. Thereafter, the parties may agree to extend your subscription by mutual written agreement.

   c. **No Waiver of Sovereign Immunity.** 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; therefor, all references of any kind to County defending, indemnifying, holding, or saving harmless Service provider for any reason are hereby deleted.
3. Except as expressly modified herein, all other terms and conditions of the Agreement will remain unchanged.

This Addendum shall be effective when signed by you and accepted by Thomson Reuters. By signing this Addendum, you acknowledge that you are authorized to accept these terms on behalf of your organization:

WILLIAMSON COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Commissioners Court - Regular Session **54.**

Meeting Date: 12/09/2025

Lewis Brisbois

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving and ratifying the engagement of the law firm of Lewis Brisbois Bisgaard & Smith LLP to represent Williamson County, Texas in relation to investigating, providing legal advice and otherwise assisting with response to a data-related event; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 05:02 PM
Form Started By: Hal Hawes		Started On: 12/02/2025 04:34 PM
Final Approval Date: 12/02/2025		

Commissioners Court - Regular Session **55.**

Meeting Date: 12/09/2025

Brinegar Lease Listing Agreement 343 Acres

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Real Estate Listing Agreement between Williamson County, Texas and Brinegar Properties for the lease of approximately 343-acres of land situated at 600 CR 131, Hutto, Texas for purposes of farming and/or grazing pursuant to the terms of said Commercial Real Estate Listing Agreement and in accordance with Texas Local Government Code Section 263.008.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brinegar Propt Listing Agreement - Lease 600 CR 131 Hutto

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/26/2025 08:43 AM
Form Started By: Hal Hawes		Started On: 11/25/2025 04:45 PM
Final Approval Date: 11/26/2025		

TEXAS REALTORS

COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. **PARTIES:** The parties to this agreement (this Listing) are:

Landlord: **Williamson County Texas**

Address: **710 Main St, Suite 101**
City, State, Zip: **Georgetown, TX 78626**
Phone: _____ Mobile: **(512)947-2353** Fax or E-mail: **russ.boles@wilco.org**

Broker: **Brinegar Properties**

Address: **401 W Anderson Ave**
City, State, Zip: **Round Rock, TX 78664-4307**
Phone: **(512)940-0188** Mobile: _____ Fax or E-mail: **bb@512texas.com**

Landlord appoints Broker as Landlord's sole and exclusive real estate agent and grants to Broker the exclusive right to lease the Property.

2. **PROPERTY:** "Property" means the following real property in Texas along with all its improvements:

Building or Complex: _____
Address: **600 County Road 131**
City: **Hutto** County: **Williamson** Zip: **78634**
Legal Description of land on which Property lies *(Identify exhibit if described on attachment)*: **Exhibit A**

The Property contains approximately **14941080** square feet of rentable area. The rentable area of the Property may not equal the actual useable area within the Property and may include an allocation of common areas in the building or complex.
(If the Property is a condominium, attach Condominium Addendum to Listing (TXR-1401.)

3. **LISTING PRICE:**

A. Landlord instructs Broker to market the Property at the following base rental rate: $ _____
See Special Provisions #1

B. At the rental rate stated in Paragraph 3A, Broker is to market the Property under the following terms:

[X] (1) Landlord will lease the Property for a term of not fewer than **36** months and not more than **60** months.

☐ (2) Expense Reimbursements calculated under the following method: *(Check only one box):*

☐ (a) Base-year expenses: A tenant is to pay the tenant's pro rata share of the following expenses for the Property that exceed the amount of base-year expenses for: ☐ taxes, ☐ insurance, ☐ CAM, and ☐ _____.

☐ (b) Expense-stops: A tenant is to pay the tenant's pro rata share of the following expenses for the Property that exceed $ _____ per square foot per year for: ☐ taxes, ☐ insurance, ☐ CAM, and ☐ _____.

☐ (c) Net: A tenant is to pay the tenant's pro rata share of expenses for the following expenses: ☐ taxes, ☐ insurance, ☐ CAM, and ☐ _____.

Unless Landlord provides Broker with written definitions otherwise, the phrases "base-year expenses", "expense stops," "CAM," "insurance", and "taxes" have the meanings assigned to those terms in the Commercial Lease Addendum for Expense Reimbursement (TXR-2103) published by Texas REALTORS®.

☐ (3) Percentage Rate equal to _____ % multiplied by tenant's gross sales that exceed N/A _____.

☐ (4) Parking Rental calculated as follows: N/A _____.

☐ (5) Rent Increases in the base rent calculated as follows: N/A _____.

☐ (6) Tenant Improvement Allowance that Landlord will provide as follows: N/A _____.

☐ (7) N/A _____.

4. TERM: This Listing begins on **December 1, 2025** and ends at 11:59 p.m. on **May 31, 2026**. Landlord may terminate this Listing on notice to Broker any time after **May 31, 2026**.

5. BROKER'S FEE:

A. Fee: When earned and payable, Landlord will pay Broker a fee of:

☐ (1) **N/A** % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements, and ☐ **N/A**.

☒ (2) **Agreed upon flat fee of $1,000.00**.

B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:
(1) Landlord leases or agrees to lease all or part of the Property to anyone on any terms;

(2) Broker, individually or in cooperation with another broker, procures a tenant ready, willing, and able to lease all or part of the Property on the terms stated in Paragraph 3 or on any other terms acceptable to Landlord;
(3) Landlord grants or agrees to grant to another person an option to lease all or part of the Property on any terms; or
(4) Landlord breaches this Listing.

C. Payable:
(1) Once earned, Broker's fee is payable according to the following schedule: *(Check one box only.)*

☒ (a) in one payment upon **execution of lease** .

☐ (b) one-half of Broker's fee at the time Landlord and a tenant execute a lease and the remainder on the date the lease commences.

☐ (c) **N/A**

(2) If Landlord breaches this Listing or refuses to lease the Property to a prospective tenant after Broker's fees have been earned, Broker's fees are immediately payable in full.

~~D. Other Fees:~~

~~☐ (1) Renewal Fees:~~

~~☐ (a) Tenants Procured by Broker: If, during this Listing or after it ends, Landlord extends, renews, or expands a lease with a tenant procured by Broker, either individually or in cooperation with another broker, Landlord will pay Broker an additional fee of:~~

~~☐ (1) N/A % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ N/A ;~~

~~☐ (2) N/A % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ N/A ; or~~

~~☐ (3) N/A .~~

~~☐ (b) Existing Tenants: If, during this Listing, Landlord extends, renews, or expands a lease with a tenant who is occupying all or part of the Property on the date this Listing begins, Landlord will pay Broker an additional fee of:~~

~~☐ (1) N/A % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ N/A ;~~

~~☐ (2) N/A % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ N/A ; or~~

Brentley Brinegar Phone: 512.940.0188 Fax:
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

☐ (3) **N/A**

~~In addition to their ordinary meanings, "extensions," "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the Property is located. The fees under Paragraph 5D(1)(a) and (b) are earned and payable in full at the time the extension, renewal, or expansion commences.~~

☐ ~~(2) Fees in Event of a Sale:~~

☐ ~~(a) If, during this Listing, Landlord sells the Property, Landlord will pay Broker an additional~~ fee ~~equal to~~ **N/A** ~~% of the sales price for the Property.~~

☐ ~~(b) If Landlord sells the Property to a tenant procured by Broker not later than the time the tenant vacates the Property, Landlord will pay Broker an additional fee equal to~~ **N/A** ~~% of the sales price for the Property.~~

~~"Sell" means to sell, agree to sell, convey, agree to convey, exchange, agree to exchange, transfer, or agree to transfer a legal or equitable interest (excluding a lease or rental) either by written or oral agreement or by option. The fee for a sale under this Paragraph 5D(2) is earned at~~ the time ~~Landlord agrees to sell the Property and is payable at the closing of the sale regardless of whether closing occurs during the term of this Listing or after its termination.~~

☐ ~~(3) Service Providers: If Broker refers Landlord or a prospective tenant to a service provider~~ (e.g., ~~mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(3) is in addition to any other compensation Broker may receive under this Listing.~~

☐ ~~(4) Other Fees and/or Reimbursable Expenses:~~ **N/A**

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for **90** days.

(2) Not later than 10 days after this Listing ends Broker may send Landlord written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Landlord agrees to lease or sell all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Landlord will pay Broker, upon the execution of the lease or upon closing of the sale (whichever applies), the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) "Person" means any person in any capacity whether an individual or entity.

(4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in **Williamson** County, Texas.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

A. Under a prior listing agreement Landlord is obligated to pay another Texas licensed broker a fee if Landlord leases or sells all or part of the Property before N/A to any of the following persons: N/A

(named exclusions).

B. If Landlord enters into a contract to lease or sell all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Landlord will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Landlord will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:

(1) N/A % of the sales price if Landlord sells the Property;

(2) N/A % of all base rents to be paid over the term of the lease if Landlord leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements, and ☐ N/A ; and

(3) N/A .

C. If Landlord agrees to lease or sell all or part of the Property to a named exclusion, Broker ☐ will ☐ will not assist Landlord in negotiating and closing the transaction to the named exclusion.

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing any security codes necessary to enter the Property to such person and lending a key to the Property to such person. To facilitate the efficient showing and lease of the Property, Landlord instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, surveyors, engineers, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective tenants. If the other broker procures a tenant who leases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: *(Check A or B only.)*

☒ A. Intermediary Status: Broker may show the Property to interested prospective tenants or buyers who Broker represents. If a prospect who Broker represents offers to lease or buy the Property, Landlord authorizes Broker to act as an intermediary and Broker will notify Landlord that Broker will service the parties in accordance with one of the following alternatives.

(1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Landlord under this Listing, Broker may notify Landlord that Broker will: (a) appoint the associate then servicing Landlord to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Landlord; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.

(2) If a prospect who Broker represents is serviced by the same associate who is servicing Landlord, Broker may notify Landlord that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Landlord under this Listing to the Landlord for the same purpose.

(3) Broker may notify Landlord that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's

intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

☐ B. No Intermediary Status: Landlord agrees that Broker will not show the Property to prospects who Broker represents.

Notice: **If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:**

- **may not disclose to the prospect that Landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by Landlord;**
- **may not disclose to Landlord that the prospect will pay a price greater than the price submitted in a written offer to Landlord unless otherwise instructed in a separate writing by the prospect;**
- **may not disclose any confidential information or any information Landlord or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;**
- **may not treat a party to the transaction dishonestly; and**
- **may not violate the Real Estate License Act.**

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Landlord except as authorized by Landlord or required by law. Broker may not disclose to Landlord any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for lease, procure a tenant, and negotiate the lease of the Property.

B. In addition to other authority granted by this Listing, Broker may:
(1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
(a) placing a "For Lease" sign or similar marketing sign on the Property; and
(b) creating and placing information about the Property (including interior and exterior photographs or videos):
(i) on the Internet on Broker's website and on other websites as Broker determines;
(ii) in any advertisements whether in print or electronic media; and
(iii) into listing services that may publicize the information on the Internet or by other means;
(2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
(3) furnish comparative marketing and lease information about other properties to prospects;
(4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Landlord is required to make under law or a contract;
(5) accept security deposits and other funds in trust in accordance with the terms of a lease or sale for all or part of the Property;
(6) disclose the terms of the lease or sale to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
(7) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
(8) advertise that Broker "leased" or "sold" the Property after the execution of a lease or closing of a sale of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with the listing service's rules.

C. Broker is not authorized to execute any document in the name of or on behalf of Landlord concerning the Property.

D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

A. Except as provided otherwise in this Listing, Landlord represents that:

(1) Landlord has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to lease the Property;
(2) Landlord is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
(3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
(4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
(5) the Property is not subject to the jurisdiction of any court;
(6) Landlord owns sufficient intellectual property rights in any materials which Landlord provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
(7) all information relating to the Property Landlord provides to Broker is true and correct to the best of Landlord's knowledge.

B. Landlord and Broker must disclose any known condition on the Property that would materially affect the health or safety of an ordinary tenant. *(Check (1) or (2) only.)*

☐ (1) Landlord is not aware of any condition on the Property that would materially affect the health or safety of an ordinary tenant, except as stated in the attached Commercial Property Condition Statement (TXR-1408). Landlord authorizes Broker to furnish prospective tenants and other brokers with a copy of the Commercial Property Condition Statement (TXR-1408).

☒ (2) Except as otherwise provided in this Listing, Landlord is not aware of:
(a) any subsurface: structures, pits, wastes, springs, or improvements;
(b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(c) any environmental hazards or conditions that materially affect the Property;
(d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
(f) any wetlands, as defined by federal or state law or regulation, on the Property;
(g) any threatened or endangered species or their habitat on the Property;
(h) any present or past infestation of wood-destroying insects in the Property's improvements;
(i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(j) any condition on the Property that violates any law or ordinance; and
(k) any condition on the Property that would affect the health or safety of an ordinary tenant.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. LANDLORD'S ADDITIONAL PROMISES: Landlord agrees to:

A. cooperate with Broker to facilitate the showing and marketing of the Property;
B. not negotiate with any prospective tenant who may contact Landlord directly, but refer all prospective tenants to Broker;
C. not enter into a listing agreement with another broker for the lease of the Property to become effective during this Listing;
D. not enter into a listing agreement for the sale of all or part of the Property with another broker to become effective during this listing without Broker's written permission;
E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
F. advise Broker of any tenants moving in or out of the Property;
G. complete any disclosures or notices required by law or a contract to lease the Property;
H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
I. at Landlord's expense, remove from the Property all:
   (1) "For Lease" (or similarly worded) signs other than Broker's signs;
   (2) "For Sale" signs from the Property unless the Property is listed for sale with another broker; and
   (3) "For Information" signs (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

A. If the Property is or becomes vacant during this Listing, Landlord must notify Landlord's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.

B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
   (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
   (2) acts of third parties (for example, vandalism and theft);
   (3) freezing or broken water pipes;
   (4) a dangerous condition on the Property; and
   (5) the Property's non-compliance with any law or ordinance.

~~C. Landlord agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:~~
   ~~(1) that arise from Landlord's failure to disclose any material information about the Property;~~
   ~~(2) that are caused by Landlord giving incorrect information to Broker, other brokers, or prospects;~~
   ~~(3) that arise from any claim for misuse of intellectual property in any materials or information that Landlord provided to Broker related to the Property or this agreement; or~~
   ~~(4) that are otherwise caused by Landlord or Landlord's negligence.~~

15. SPECIAL PROVISIONS: #1 $80/acre/year; provided, however, offers of less than said amount and offers of non-monetary rental consideration (i.e. installation of permanent improvements that benefit the Landlord) shall be communicated to Landlord and Landlord may agree to lease the property for less than the said amount.

16. DEFAULT: If Landlord breaches this Listing, Landlord is in default and will be liable to Broker for the amount of the Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing; Broker may also terminate this Listing and exercise any other remedy at law. If a rental rate is not determinable in the event of a breach, the Listing Price will be the rental rate for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Landlord may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

18. ATTORNEY'S FEES: If Landlord or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA: Addenda or information that are part of this Listing are:

- [X] A. Information About Brokerage Services (TXR-2501)
- [X] B. Property Description Exhibit identified in Paragraph 2
- [ ] C. Condominium Addendum to Listing (TXR-1401)
- [ ] D. Commercial Property Condition Statement (TXR-1408)
- [ ] E. Information About On-Site Sewer Facility (TXR-1407)
- [ ] F. Information about Special Flood Hazard Areas (TXR-1414)
- [ ] G. **N/A** _____

_____.

20. AGREEMENT OF THE PARTIES:

A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.

B. Assignability: Neither party may assign this Listing without the written consent of the other party.

C. Binding Effect: Landlord's obligations to pay Broker an earned fee is binding upon Landlord and Landlord's heirs, administrators, executors, successors, and permitted assigns.

D. Joint and Several: All Landlords executing this Listing are jointly and severally liable for the performance of all its terms.

E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.

F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.

G. Partial Leases or Sales: If Landlord leases or sells part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.

H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

A. Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.

B. The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).

C. Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.

Landlord: Williamson County Texas

By: _____

By (signature): _____
Printed Name: Judge Steven Snell
Title: County Judge Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

Broker:

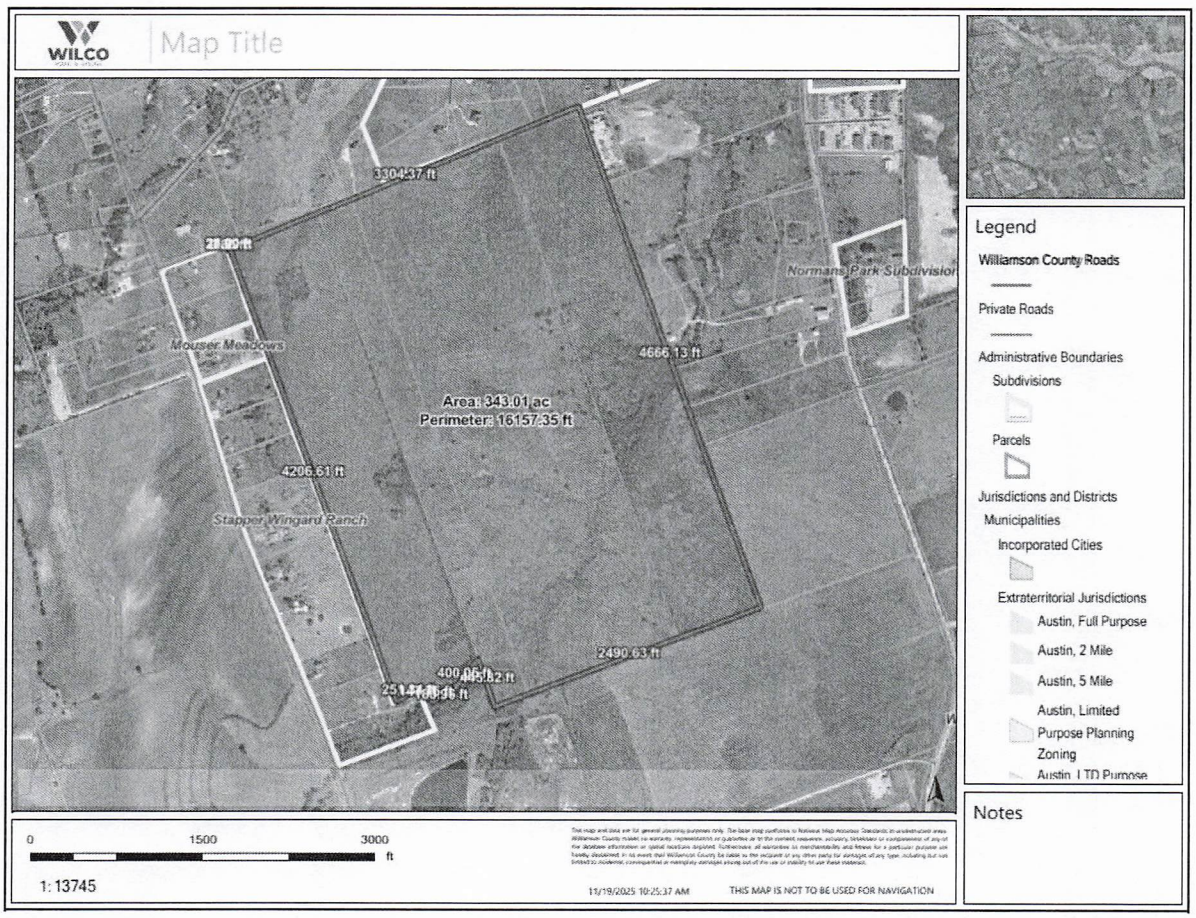
Broker / Company Name: Brinegar Properties

License No. 9002570

By (signature): _____
Printed Name: Brentley Brinegar
Title: Broker License No. 589701
Date: _____

Exhibit "A"

The Premises consists of three separate tracts of land comprising approximately 343 acres, as depicted in the aerial photo and metes and bounds descriptions below.



Being 78.295 acres of the J.F. FERGUSON SURVEY, ABSTRACT NO. 231, in Williamson County, Texas, the same tract called 77 5/6 acres in a deed to H.N. Gattis which is recorded in Volume 349, Page 186, Deed Records of Williamson County, Texas.

BEGINNING at an iron pin set North of a cut off power pole fence corner post, in the South line of County Road 131, at the present Northwest corner of the said 77 5/6 acre tract, as fenced.

THENCE with the South line of County Road 131, N 70°12'15" E 732.88 feet to set an iron pin North of a cedar post. A post at a fence corner in the North line of County Road 131 bears N 75°21'30" W. 54.5 feet.

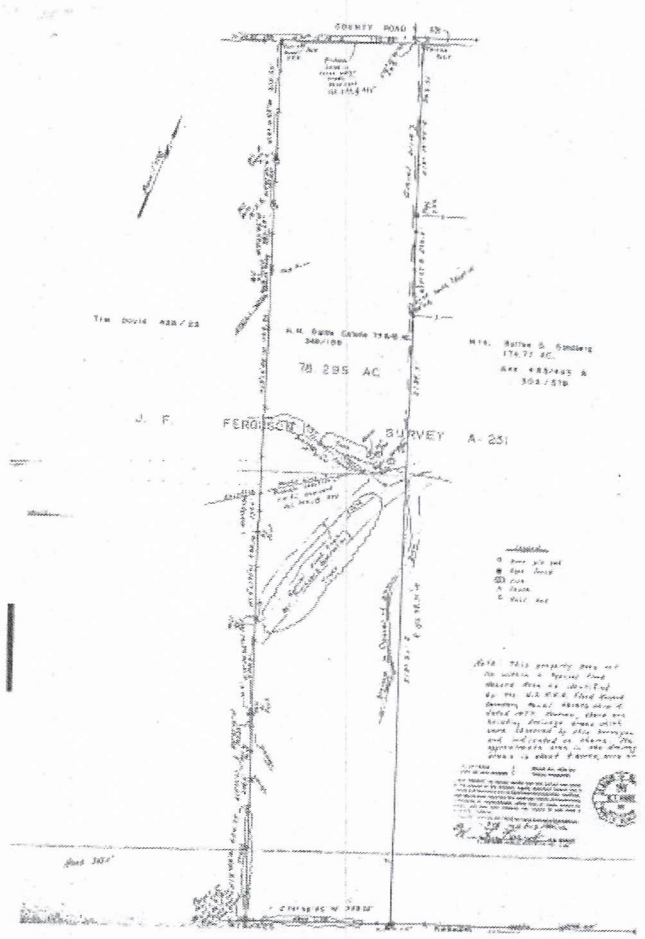
THENCE S 19°14'40" E 903.61 feet to a pipe found at a fence corner, join and follow along or near a section of fence, S 19°27' E 533.0 feet to a post at the Southwest corner of the fence which is South and East of a 24 inch Hackberry, continuing with an unfenced line, S 19°31' E 3184.7 feet to a pipe found in the North line of a 125.00 acre tract survey for Kenneth Johnson to convey to John Noren.

THENCE along or near an old fence and tree line, S 70°38'45" W 749.5 feet to a point near the East side of a Hackberry, 1.3 feet Southerly from a 60 penny nail set in a fence corner post 3 feet from the ground.

THENCE with a fence N 19°09' W 600.79 feet to a nail set North of a tree line, and N 19°02' W 298.2 feet to a nail set by a post. From this point fence departs this line Northwesterly.

THENCE N 18°37'15" W 195.28 feet to set a nail at a fence corner on the East end of an offset in the fence which crosses a drainage area. Another nail set at the West end of the offset bears Westerly 12.5 feet.

THENCE with a fence, N 19°20'35" W 500.00 feet to a nail set about 15 feet North of a creek, N 19°22'40" W 442.13 feet, a nail set by a post, N 19°33'05" W 197.0 feet, a nail set under a power line, N 19°18'55" W 1136.56 feet to a nail set by the most Southerly of two brace posts near the top of a hill, N 19°23'45" W 385.69 feet, a nail set North of an 18 inch Hackberry, N 19°07'25" W 249.83 feet, a nail set North of a clump of hackberry, and N 19°10'55" W 610.30 feet to the POINT OF BEGINNING.


COUNTY ROAD
78.295 AC.
J. F. FERGUSON SURVEY A-251

BEING 82.98 ACRES OF LAND OUT OF THE JOHN F. FERGUSON SURVEY, ABSTRACT NO. 231, IN WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND DESCRIBED AS THE "THIRD TRACT" IN THE PARTITION DEED RECORDED IN VOLUME 302, PAGE 302, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron rod found at the northeast corner hereof in the south line of County Road 131, said point also being the northwest corner of that certain 32.766 acre tract of land described in a deed to Wallace Seggern recorded in Volume 2533, Page 344, Official Records of Williamson County;

THENCE S 19° 00' 00" E a distance of 4163.42 feet to a 5" X 8" cornerstone at the southeast corner hereof;

THENCE with the north line of that certain 79.94 acre tract of land described in a deed to Williamson County recorded as Document No. 9543954 in the Official Records of Williamson County, the following described two (2) courses and distances:

1) S 37° 50' 58" W a distance of 399.98 feet to an iron rod found, and;

2) S 73° 15' 15" W a distance of 247.60 feet to an iron rod found in the east line of that certain 11.56 acre tract of land described in a deed to Jimmie R. Dentler recorded as Document No. 9539560 in the Official Records of Williamson County;

THENCE N 18° 46' 32" W a distance of 110.15 feet to an iron rod found at the northeast corner of said 11.56 acre tract;

THENCE S 67° 21' 49" W a distance of 252.44 feet to an iron rod found at an "L" corner of said 11.56 acre tract, said iron rod being the southwest corner hereof;

THENCE with the west line hereof, the following described four courses and distances:

1) N 19° 03' 19" W a distance of 1930.83 feet to an iron rod found in the east line of that certain 10.00 acre tract described in a deed to James C. Cook recorded as Document No. 1999802240, Official Records, Williamson Co.;

2) N 19° 39' 39" W a distance of 1370.11 feet to an 18" dia. hackberry in the

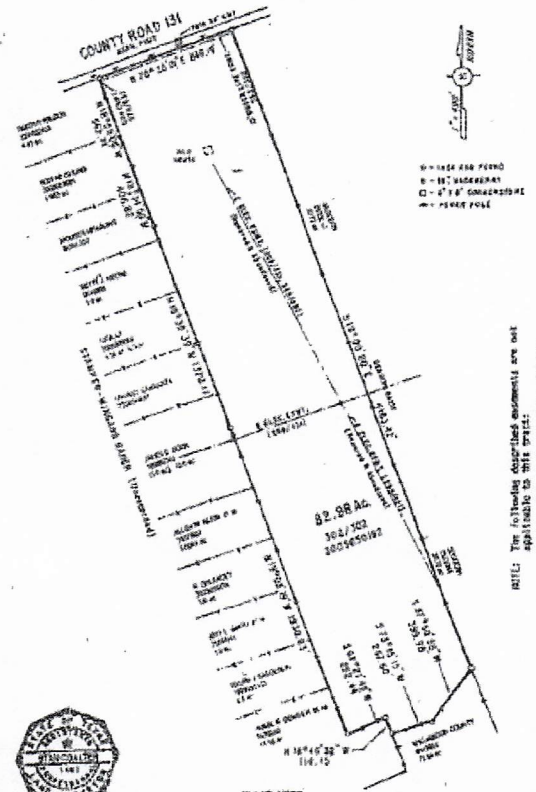
east line Mouser Meadows, a subdivision of record filed in Cabinet "S", Slide 351, Plat Records of Williamson County;

3) N 18° 34' 50" W a distance of 406.82 feet to a hackberry in the east line of that certain 4.962 acre tract described in a deed to Bonnie Billing recorded as Document No. 2000083698, Official Records, Williamson County, and;

4) N 18° 58' 06" W a distance of 562.71 feet to an iron rod found at the northwest corner hereof in the south line of County Road 131, said iron rod also being the northeast corner of that certain 4.95 acre tract of land described in a deed to Timothy Wilson recorded as Document No. 2004052453 in the Official Records of Williamson County;

THENCE N 70° 28' 01" E a distance of 848.19 feet with the south line of County Road 131 to the Place of Beginning, containing 82.98 acres of land.

PART OF THE JOHN F. FERGUSON SURVEY, ABSTRACT 231
WILLIAMSON COUNTY, TEXAS



NOTE: The following described easements are not applicable to this tract:

1. Channel east. to the State of Texas recorded in Vol. 346, Pg. 56, 1956.
2. Water line easements recorded in Vol. 563, Pg. 582 & Vol. 1399, Pg. 380 Ocnc.

FLOOD NOTE
The property described hereon 15 PARTIALLY within a Special Flood Hazard Area as determined by the Federal Emergency Management Agency; the flood hazard was being identified on F.I.R.M. Panel No. 481079 0250 C effective 9-27-91
☒ Zone A ☐ Zone AH ☐ Zone X (Areas determined to be outside the 500-year flood plain.)

SURVEYORS CERTIFICATE 1Q Alamo Title Company, Inc. and Investor

The plat shown hereon is a true, correct and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat, the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, on hand from the property lines the distances indicated. There are no encroachments, conflicts or prescriptions, shortages in area, visible utility lines or roads crossing said property, except as shown hereon, and said property has access to and from a county maintained public road.

Steve Coats

DATE: 03-22-91

RE: North W. Brown, Jean N. Brown
GF: 05 7047790

Coulter & Associates
[illegible] N. 1H 35 Suite 100
Austin, Texas 78664

PROPERTY DESCRIPTION

DESCRIPTION OF A 182.239 ACRE (7,938,316 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN FERGUSON SURVEY, ABSTRACT NO. 231, IN WILLIAMSON COUNTY, TEXAS, SAID 182.239 ACRE TRACT BEING ALL OF THAT CALLED 32.766 ACRE TRACT OF LAND (TRACT I) CONVEYED TO WALLACE SEGGERN BY INSTRUMENT RECORDED IN VOLUME 2533, PAGE 344 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO ALL OF THAT CALLED 149.496 ACRE TRACT OF LAND (TRACT II) CONVEYED TO SAID WALLACE SEGGERN BY INSTRUMENT RECORDED IN VOLUME 2297, PAGE 721 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT I AND TRACT II BEING REMAINDER PORTIONS OF THAT CALLED BLOCK 3 (92 5/6 ACRES) DESCRIBED IN VOLUME 76, PAGE 572, AND BLOCK 4 (90 1/3 ACRES) DESCRIBED IN VOLUME 76, PAGE 556 AND QUALIFIED IN DEED OF PARTITION AND CONTRACT BY INSTRUMENT RECORDED IN VOLUME 84, PAGE 410, ALL OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 182.239 ACRE (7,938,316 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the ostensible southerly Right-of-Way (ROW) line of County Road 131, being the northeasterly corner of that called 82.98 acre tract of land (remainder portion of 90 1/3 acre Block 2 of said partition) conveyed to Hutto 82 Partners, Ltd. by instrument recorded in Document No. 2007047905 of the Official Public Records of Williamson County, Texas, also being the northwesterly corner of said 32.766 acre Tract I, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract of land, and from which a 1/2" iron rod found in said ostensible southerly ROW line for the northwesterly corner said 82.98 acre tract bears S 67°48'51" W, at distance of 848.21 feet;

1) **THENCE**, with said ostensible southerly ROW line, **N 68°01'18" E,** for distance of **313.51** feet to a 1/2" iron rod found, being the northeasterly corner of said Tract I, also being the northwesterly corner of said 149.496 acre Tract II, for an angle point herein;

2) **THENCE**, departing said Tract I, continuing with said ostensible southerly ROW line, **N 68°06'49" E,** passing at an approximate distance of **562.3** feet, a point in the common boundary line between said Block 3 and said Block 4, and continuing for a total distance of **1410.92** feet to a 3/8" iron rod found, being the northeasterly corner of said Tract II (northeasterly corner of said Block 4), also being the northwesterly corner of that called 78.295 acre tract of land (remainder portion of that called 77 5/6 acre Block 5) conveyed to Steven L. Armus by instrument recorded in Document No. 2006065537 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

3) **THENCE**, departing said ostensible southerly ROW line, with the common boundary line between said Tract II and said 78.295 acre tract, **S 21°34'43" E** for a distance of **4615.41** feet to an iron rod set with aluminum cap stamped "WILCO", being the southwesterly corner of said 78.295 acre tract, also being the southeasterly corner of said Tract II in the northerly boundary line of that called 123.552 acre tract of land conveyed to the County of Williamson, Texas by instrument recorded in Document No. 9654009 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, a called for 60D nail in fence corner post was found in post now fallen over, and from which a called for 1/4" ID pipe found for the southeasterly corner of said 78.295 acre tract bears N 68°16'52" E, at distance of 749.56 feet;

4) **THENCE**, with the common boundary line of said Tract II and said 123.552 acre tract, **S 68°16'52" W**, passing at a distance of **518.28** feet, a 60d nail found 1.06' north of line, passing at an approximate distance of **849.2** feet, the common boundary corner between said Block 4 and said Block 3, passing at a distance of **1102.35** feet, a 1 1/2" ID iron pipe found (0.85 feet north of line) for the called for northwesterly corner of said 123.552 acre tract and the northeasterly corner of that called 79.94 acre tract of land conveyed to Williamson County, Texas by instrument recorded in Document No. 2009039213 of the Official Public Records of Williamson County, Texas, and continuing with the common boundary line of said Tract II and said 79.94 acre tract for a total distance of **1411.79** feet to a calculated point, being the southwesterly corner of said Tract II, also being the southeasterly corner of said Tract I, from which a 1/2" iron rod found bears S 21°34'04" E, at distance of 0.62 feet;

5) **THENCE**, departing said Tract II, with the common boundary line of said Tract I and said 79.94 acre tract, continuing **S 68°16'52" W** for a distance of **305.65** feet to a 1/2" iron rod found for the southwesterly corner of said Tract I, same being the southwesterly corner of said Block 3, also being an ell corner in the northerly boundary line of said 79.94 acre tract, for the southwesterly corner of the herein described tract;

6) **THENCE**, continuing with the common boundary line of said Tract I and said 79.94 acre tract **N 21°39'55" W**, for a distance of **446.57** feet to a 5"X8" stone found, being an angle point in the northerly boundary line of said 79.94 acre tract, also being the southeasterly corner of said 82.98 acre tract;

7) **THENCE**, departing said 79.94 acre tract, with the common boundary line between said Tract I and said 82.98 acre tract **N 21°39'55" W**, for a distance of **4163.29** feet to the **POINT OF BEGINNING**, containing 182.239 acres (7,938,316 square feet) of land, more or less;

All bearings cited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate exhibit.

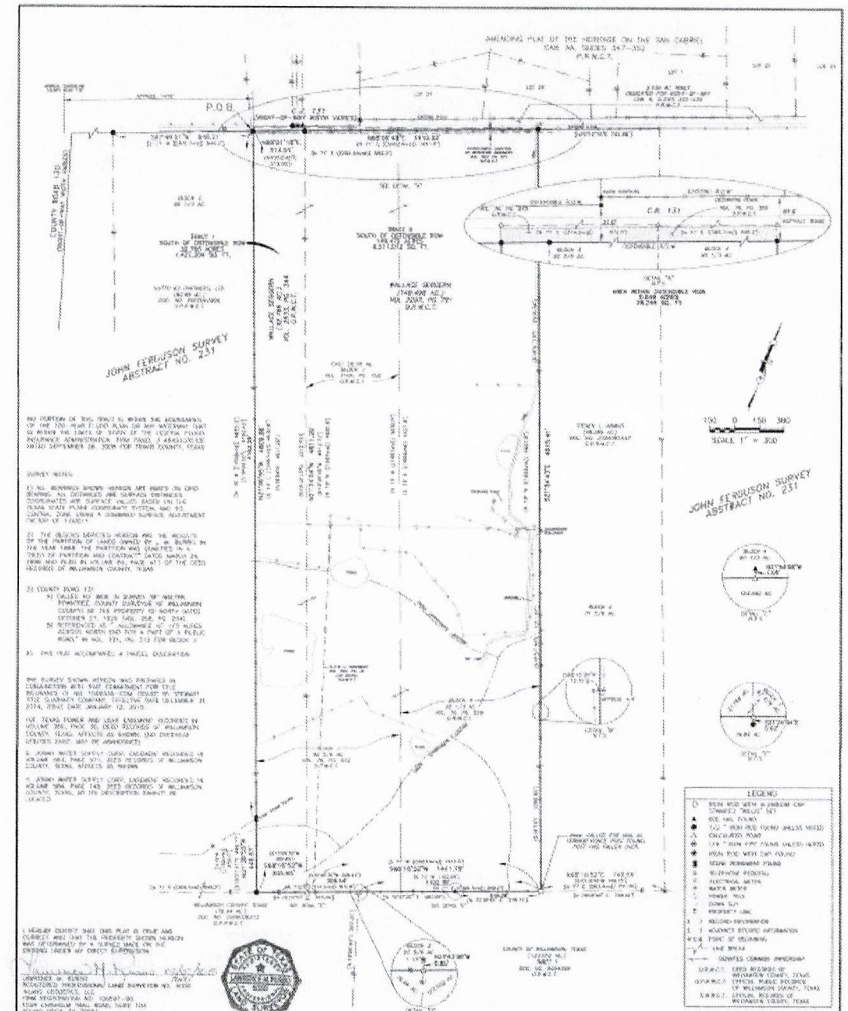
That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo Date 07/02/2015

Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200

S:_WILLIAMSON COUNTY\CR 131-SEGGERN PROPERTY\FINAL



INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX 78681

WALLACE SEGGERN
COUNTY ROAD 131
WILLIAMSON COUNTY, TEXAS

SCALE		
1" = 300'	182.239 ACRES, 7,938,316 SQ. FT.	WILLIAMSON COUNTY

2-10-2025

Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

EQUAL HOUSING OPPORTUNITY

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Brinegar Properties	**9002570**	**bb@512texas.com**	**(512)940-0188**
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Brentley Brinegar	**589701**	**bb@512texas.com**	**(512)940-0188**
Designated Broker of Firm	License No.	Email	Phone
Brentley Brinegar	**589701**	**bb@512texas.com**	**(512)940-0188**
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Brentley Brinegar	**589701**	**bb@512texas.com**	**(512)940-0188**
Sales Agent/Associate's Name	License No.	Email	Phone

_____ _____ _____

Buyer/Tenant/Seller/Landlord Initials Date

Commissioners Court - Regular Session **56.**

Meeting Date: 12/09/2025

Cloudstrike Surefire Cyber

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving and ratifying a Statement of Work by and between Surefire Cyber Inc. and Williamson County, Texas to provide services in relation to investigating, providing assistance to legal counsel, and otherwise assisting with response to a data-related event.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 05:03 PM
Form Started By: Hal Hawes		Started On: 12/02/2025 04:35 PM
Final Approval Date: 12/02/2025		

Commissioners Court - Regular Session **57.**

Meeting Date: 12/09/2025

WCCF Frio Property In Trust

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action authorizing Williamson County, Texas to hold, in its name, the real property located at 6400 State Highway 195, Florence, Texas 76527 (AW0244 AW0244-Gravis, J.a.f. Sur., ACRES 160.525; AW0070 BULL, P. SUR., ACRES 130.0; and AW0244 AW0244 -Gravis, J.a.f. Sur., ACRES 190) in trust for the benefit of the Williamson County Conservation Foundation; and authorize the Williamson County Judge's execution of any documents necessary to give effect to such authorization.

Background

In accordance with the hierarchy of actions and protocol adopted by the Williamson County Commissioners Court at its August 31, 2021, session regarding Williamson County Conservation Foundation activities as they relate to the Williamson County Commissioners Court, this item is necessary to authorize the holding of real property by Williamson County, Texas in trust for the benefit of the Williamson County Conservation Foundation following its purchase. The Williamson County Conservation Foundation has contracted to purchase the real property described in this item with only Williamson County Conservation Foundation funds and no funds will be contributed by Williamson County, Texas.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agenda Background Aug 31 2021 RE WCCF Actions & Protocol

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/19/2025 08:37 AM
Form Started By: Hal Hawes		Started On: 11/18/2025 02:18 PM
Final Approval Date: 11/19/2025		

Meeting Date: 08/31/2021

delegations and authorities between Commissioners Court and WCCF

Submitted For: Gary Boyd

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on hierarchy of actions/protocol on Williamson County Conservation Foundation activities related to Commissioners Court.

Background

In January 2012 Williamson County Commissioners Court (the"Court") acted to establish a heirarchy of actions and a protocol for various activities of the Williamson County Conservation Foundation (WCCF). This requested action is to restate and renew the protocol.

The 2012 agreement established a heirarchy for items needed for Court approval, items to come to Court for ratification/affirmation or acknowledgement, and items that are advisory or for reporting. The singular nature of the WCCF, as a County established 501(c)3 corporation to manage the County's Regional Habitat Conservation Plan (the "Plan") and administer the County's 10(a) Incidental Take Permit
TE-181840-1 (originally dated October 21, 2008 and amended August 30, 2013, hereinafter the “Permit”) as issued by the US Fish and Wildlife Service, warrants the need for this agreement.

At its August 25, 2021 meeting the WCCF Board voted to submit this renewed agreement.

Items for Court action and approval:

- Yearly tax benefit enrollment (as outlined in the Plan) for taxable properties participating under the Plan.
- Participation by the County (especially by the Road Bond Program) under the Plan.
- Participation agreements under the Plan by third parties requiring holding of real estate by the County; e.g., land in lieu of cash participation fees.
- Use of County funds for WCCF purposes; e.g., payments to third parties for conservation credits.
- Funding of directed research or formal response(s) to State or Federal regulatory proposals or conservation findings. May be directed action by the Court or a request for assistance or support from WCCF.
- Special activities; e.g., items not covered by this agreement or falling outside the general guidelines of this agreement.

Items for Court acceptance (affirmation):

- New appointments to the WCCF Board.
- Purchase of assets to be held by County in trust for and on behalf of the WCCF with such expenditures out of WCCF designated funds.
- Application for and acceptance of grants related to the mission of the WCCF with funding (e.g., matching funds) out of WCCF corpus.

Items for acknowledgement and, from time to time, reports on WCCF activities to the Court:

- Election of Board officers and minor changes to WCCF bylaws.
- Studies, research, outreach and similar activities for WCCF mission related activities.
- Expenditures out of WCCF funds on behalf of and benefiting the County related to listing or potential listing of a species or related to a change in conservation measures.

- General reports on WCCF activities.

In general, the WCCF follows the policies and procedures of County departments as related to budget, employees and Human Resources, travel policies, auditors and treasury, and interrelations with all other County departments and those activities are considered outside the purview of this agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/26/2021 08:13 AM
Form Started By: gboyd		Started On: 08/16/2021 09:45 AM
Final Approval Date: 08/26/2021		

Commissioners Court - Regular Session **58.**

Meeting Date: 12/09/2025

Approval of Amendment to Services and Goods Agreement #2026-111 with Mission Critical Partners LLC for the Williamson County Sheriff's Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Amendment #2026-111 adding time to the scope of work for the Services and Goods Agreement for drafting the County's Request for Proposal specifications for a new body-worn and in-car camera system between Williamson County and Mission Critical Partners, LLC for solicitation support originally awarded on 7/1/2025 in the not-to-exceed amount of $140,546.91, utilizing Houston-Galveston Area Council (H-GAC) Cooperative Contract #HP08-21 and authorizing the execution of the Amendment.

Background

Approval of Amendment #2026-111 to the Services and Goods Agreement with Mission Critical Partners, LLC, will support the Sheriff's Office in developing a comprehensive and competitive solicitation for a new body-worn and in-car camera system. Mission Critical Partners specializes in public safety, justice, and critical infrastructure consulting, providing expert guidance in the preparation of technical specifications and procurement documents. This amendment extends the project completion date from September 30, 2025, to September 30, 2026, allowing sufficient time for development of the project scope, technical requirements, and procurement support necessary to ensure the County selects the most effective and reliable camera solution for law enforcement operations. No additional cost or funding is being requested. The funding source is 01.0100.0503.004100 for FY26. Origination #4222. The department point is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum for Mission Critical Partners, LLC

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:22 PM
Form Started By: Sandra Malcolm		Started On: 11/21/2025 04:33 PM
Final Approval Date: 12/02/2025		

AMENDMENT TO
WILLIAMSON COUNTY
AGREEMENT FOR SERVICES AND GOODS
Mission Critical Partners LLC
(Body-Worn and In-Car Camera System for Sheriff's Office)

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 AMENDMENT TO THE AGREEMENT FOR SERVICES AND GOODS ("Amendment") is entered into as of the last party's execution hereof, by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mission Critical Partners LLC** ("MCP"), both of which are referred to herein as the parties.

WHEREAS, the County and MCP entered into an Agreement for Services and Goods, dated effective July 01, 2025 (the "Agreement"), setting forth the terms and conditions pursuant to which MCP agreed to provide certain services;

WHEREAS, the Parties desire to amend the Agreement to update the cooperative agreement needed for funding reference to complete the project. The Parties also desire to amend the Agreement to extend the Effective Date and Term due to additional time needed to complete the project.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT

ARTICLE 4 CONTRACT TIME:

4.1 MCP shall commence the Work upon instruction to do so from the County and shall achieve Final Completion on or before September 30, 2026. County shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for Final Completion of the work is an essential element of the Agreement.

ARTICLE 2 FEE: MCP will be compensated based on the pricing and rates set forth in the attached MCP Proposal dated June 6, 2025 marked as Exhibit "A," which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable and in accordance with Houston Galveston Area Council (H-GAC) Purchase Contract #HP08-25, incorporated by reference. The not-to-exceed amount under this Agreement shall be One Hundred Forty Thousand Five Hundred Forty-Six Dollars and Ninety-One Cents ($140,546.91).

Entire Agreement & Incorporated Documents Conflicting Terms of the Agreement:

I. **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. The Original Services Contract, and its Exhibits effective July 01, 2025, incorporated by reference;
B. The cooperative purchasing contract HP08-25, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above incorporated by reference.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Agreement 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 Agreement.

II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to fulfil its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, 20____

MISSION CRITICAL PARTNERS LLC:

_____
Authorized Signature

John L. Spearly, Director of Contract Administration
Printed Name

Date: November 18 ,20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 18 2025 Time: 4:41 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Nov 18 2025 **Time:** 10:58 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:
2025-1390267

Date Filed:
11/17/2025

Date Acknowledged:
11/21/2025

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

Mission Critical Partners, LLC
Port Matilda, 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, 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.

2026-111
Mission Critical Video/BWC Procurement sppt - FY2026

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
MCP Acquisition Corporation	Port Matilda, PA United States	X	
Reilly, Darrin	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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:
2025-1390267

Date Filed:
11/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mission Critical Partners, LLC
Port Matilda, 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, 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.
2026-111
Mission Critical Video/BWC Procurement sppt - FY2026

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
MCP Acquisition Corporation	Port Matilda, PA United States	X	
Reilly, Darrin	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Centre County, State of Pennsylvania, on the 18th day of November, 20 25.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **59.**

Meeting Date: 12/09/2025

2013 Road Bond Transfer

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2013 road bond transfer to move funds and close various projects.

Background

Please see the attached HNTB memo for further details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:17 PM
Form Started By: Karen Knightstep		Started On: 11/24/2025 09:47 AM
Final Approval Date: 12/02/2025		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Karen Knightstep
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

November 21, 2025

Re: 2013 Road Bond Budget Adjustment

Dear Ms. Knightstep,

Please make the following budget adjustments for the 2013 Road Bond Program projects:

- Close P224 (North Mays Extension) and move all remaining funds (approximately $339,029.27) to P596 (2013 ROW).
- Close P241 (CR 176 at FM 2243) and move all remaining funds (approximately $1,187.15) to P596 (2013 ROW).
- Close P270 (Great Oaks Drive Bridge) and move all remaining funds (approximately $564,432.33) to P596 (2013 ROW).
- Close P285 (CR 200 Phase 1) and move all remaining funds (approximately $7.63) to P596 (2013 ROW).
- Close P327 (University Blvd Expansion) and move all remaining funds (approximately $1,233,199.30) to P596 (2013 ROW).

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen Eschberger, P.E.

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Kate Wilder, P.E., HNTB
Marie Walters, HNTB
Tomika Lynce, HNTB

Commissioners Court - Regular Session **60.**

Meeting Date: 12/09/2025

2019 Road Bond Transfer

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2019 Road Bond transfer to move $1,526,000.00 from P377 (CR 112 Widening West - FM 1460 to CR 117) to P378 (CR 112 Widening East - CR 117 to CR 110) and $160,914.05 from P620 (FM 973 at Taylor High School) to P307 (C Bud Stockton Loop Ext).

Background

This transfer is necessary to cover additional costs for P378 (CR 112 Widening East - CR 117 to CR 110) and to close P620 (FM 973 at Taylor High School). HNTB's budget adjustment memo is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:18 PM
Form Started By: Karen Knightstep		Started On: 11/24/2025 09:59 AM
Final Approval Date: 12/02/2025		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Karen Knightstep
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

November 21, 2025

Re: 2019 Road Bond Budget Adjustment

Dear Ms. Knightstep,

Please make the following budget adjustments for the 2019 Road Bond Program projects:

- Move $1,526,000.00 from P377 (CR 112 Widening West) to P378 (CR 112 Widening East).
- Close P620 (FM 973 at Taylor High School) and move all remaining funds (approximately $160,914.05) to P307 (Bud Stockton).

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen Eschberger, P.E.

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Kate Wilder, P.E., HNTB
Marie Walters, HNTB
Tomika Lynce, HNTB

Commissioners Court - Regular Session **61.**

Meeting Date: 12/09/2025

2023 Road Bond Transfer

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a 2023 Road Bond transfer to move funds between the projects in the attached memo.

Background

HNTB's budget adjustment memo is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:15 PM
Form Started By: Karen Knightstep		Started On: 11/24/2025 10:08 AM
Final Approval Date: 12/02/2025		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Karen Knightstep
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

November 21, 2025

Re: 2023 Road Bond Budget Adjustment

Dear Ms. Knightstep,

Please make the following budget adjustments for the 2023 Road Bond Program projects:

- Move $14,000,000.00 from P342 Bagdad Road/CR 279 (San Gabriel Parkway to Jinks Branch) to P343 Bagdad Road/ CR 279 (LP 332 to CR 281).
- Move $4,050,000.00 from P682 (CR 123) to:
    - P679 (CR 460) in the amount of $1,500,000.00
    - P685 (Sonterra Blvd) in the amount of $50,000.00
    - P695 (CR 110) in the amount of $2,500,000.00

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen Eschberger, P.E.

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Kate Wilder, P.E., HNTB
Marie Walters, HNTB
Tomika Lynce, HNTB

Commissioners Court - Regular Session **62.**

Meeting Date: 12/09/2025

2023 Park Bond Transfer

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2023 Park Bond transfer to move $110,000 from P655 (Foot Bridge Lake Creek Trail) to P649 (Champion Park Drainage).

Background

This transfer is to cover the construction bid costs exceeding the budgeted amount.

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	11/24/2025 04:34 PM
Form Started By: Karen Knightstep		Started On: 11/24/2025 09:20 AM
Final Approval Date: 11/24/2025		

Meeting Date: 12/09/2025

CJC New Court Prep - Data Projections - Amendment to Contract

Submitted For: Dale Butler **Submitted By:** Gretchen Glenn, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Amendment to the Goods and Services Contract between Williamson County and Data Projections, Inc. relating to the Criminal Justice Center New Court Prep 2nd Floor IV-D AG Courtroom.

Background

An Amendment to the Goods and Services Contract between Williamson County and Data Projections, Inc has been made for additional compensation for owner-requested additions and services outside the original Agreement relating to the Criminal Justice Center New Court Prep 2nd Floor IV-D AG Courtroom. The Amendment is to increase the total sum of the original Agreement by $8,863.12 and extend the effective date and term to September 20, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CJC New Court Prep - Data Projections - Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/26/2025 08:39 AM
Form Started By: Gretchen Glenn		Started On: 11/25/2025 03:58 PM
Final Approval Date: 11/26/2025		

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

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

THIS AMENDMENT TO THE SERVICES CONTRACT ("Amendment") is entered into as of the last party's execution hereof, by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Data Projections, Inc.** ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective August 20, 2025 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Contract to extend the Effective Date and Term due to additional services needed to complete the project. The Parties also desire to amend the Contract to increase the not-to-exceed amount for the life of the contract to include additional goods needed to complete the project.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

AMENDMENT

I. Section II. **Effective Date and Term** of the Contract shall be amended as follows:

Effective Date and Term: This Amendment will revise the date of the contract to extend the term date. The contract will now be in full force and effect when signed by all parties and shall continue until September 20, 2026.

II. Section III. **Consideration and Compensation** of the Contract shall be amended as follows:

Consideration and Compensation: This Amendment will revise the compensation to add $8,863.12 to the Original Contract. The new not-to-exceed amount for the life of this Contract shall be **Forty-Six Thousand Five Hundred Eleven Dollars and Seventy-Six Cents ($46,511.76)**.

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.

III. Section XXII. **Entire Contract & Incorporated Documents: Conflicting Terms:** of the Contract shall be amended as follows:

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. The Original Services Contract, and its Exhibits effective August 20, 2025, incorporated by reference;
B. The cooperative purchasing contract TIPS230105, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above incorporated by reference.

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

IV. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to fulfil its obligations under the Contract; and, furthermore, the Contract and this Amendment are the valid, binding, and enforceable obligations of such party.

V. All other terms of the Contract which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last patty's execution hereof.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, 20___

DATA PROJECTIONS, INC.:

_____
Authorized Signature

KRIS BEGNAUD
Printed Name

Date: Nov 27 ,2025

DATA PROJECTIONS

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

CHANGE ORDER
29179

BILL TO	SHIP TO	
Company: Williamson County	**Company:** Williamson County Courthouse	**Date:** 10/16/2025
Address: 3101 SE Inner Loop	**Address:** 405 Martin Luther King	**P.O. No:** Email approval Don H
Ste 105	Georgetown, TX 78626	**Contract No:** TIPS 230105
Georgetown, TX 78626		
Contact: *Accounts Payable*	***Contact:*** *Don Heflin*	***Sales Rep:*** *Mark Mazac*
Phone: (512) 943 1100	**Phone:** (512)943-1490	**Phone:** (512) 970 5519
Email: accountspayable@wilco.org	**Email:** Don.Heflin@Wilco.Org	**Email:** mmazac@dataprojections.com

TITLE

CCO #3 (85" DISPLAY, ARTICULATING MOUNT, LABOR)

PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
K1W120B	CHIEF - K1 WALL MNT SINGLE DISPLAY 2L ARM BLK	1.00	$232.40	$232.40
QB85C	SAMSUNG - 85INCH/3840X2160/350NIT	1.00	$2,684.15	$2,684.15
PROFESSIONAL INSTALLATION SERVICES				
INSTALLATION LABOR				$1,000.00
COMMISSIONING LABOR				$600.00
PROJECT MANAGEMENT				$450.00
			INSTALLATION SERVICES SUBTOTAL:	$2,050.00
			Subtotal:	$4,966.55
			Estimated Tax:	$0.00
			Total:	$4,966.55

CHANGE ORDER - HISTORY

ORDER DATE	ORDER NO.	PROJECT NO.	TITLE	TOTAL
08/26/2025	27788	5023	WILCO - AV SYSTEMS AND INSTALLATION - 2ND FLOOR IV-D AG COURTROOM	$37,648.64
09/22/2025	28791	5023	CCO#2 - (FULL SIZE 41RU RACK, RACK POWER STRIP, 12 PORT AV SWITCH ADMIN DESK)	$3,896.57
10/16/2025	29179	5023	CCO #3 (85" DISPLAY, ARTICULATING MOUNT, LABOR)	$4,966.55
			New Sum Total:	$46,511.76

Commissioners Court - Regular Session **64.**

Meeting Date: 12/09/2025

Approval of the Agreement for Construction Services No. 2026-120 with Falkenberg Construction Co, Inc. for the Brushy Creek Regional Trail – Drainage Correction for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement for Construction Services No. 2026-120 between Williamson County and Falkenberg Construction Co, Inc. in the not-to-exceed amount of One Hundred Sixty-Five Thousand Eight Hundred Thirty-Eight and 32/100 Dollars ($165,838.32) pursuant to BuyBoard's Cooperative Contract #728-24 and authorize execution of the agreement. The funding source is P649.

Background

This Agreement for Construction Services between Williamson County and Falkenberg Construction Co, Inc. is for the Brushy Creek Regional Trail – Drainage Correction located at the Brushy Creek Regional Trail, Cedar Park, TX 78613. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is P649, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Construction Services

Form 1295 Falkenberg Construction Co, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:35 PM
Form Started By: Michelle McKinney		Started On: 11/26/2025 11:12 AM
Final Approval Date: 12/02/2025		

Agreement for Construction Services

(Cooperative Contract Buy Board 728-24)

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

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

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **One Hundred Sixty-Five Thousand Eight Hundred Thirty-Eight and 32/100 Dollars ($165,838.32)** 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 **one hundred (100) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial

Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

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

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

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.2 Applications For Payment

5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's

right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

5.2.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

5.2.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

5.2.1.3 If requested by Owner or required elsewhere in the Agreement, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a. With each Application for Payment: a current Sworn Statement from the Contractor setting forth all subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
b. With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
c. Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than five thousand dollars ($5,000) on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
d. With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284; and
e. Such other information, documentation, and materials as the Owner, or the title insurer (if any) may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

5.2.2 Unless otherwise provided in the Agreement, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for

materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

5.2.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

5.2.3.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this paragraph), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

5.2.3.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this paragraph, including, without limitation, the duty to defend and indemnify Owner.

5.2.3.3 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Texas Government Code, Chapter 2252, Subchapter B. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

5.2.3.4 For purposes of Texas Government Code, §2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner 's

reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

5.4 Decisions To Withhold Certification

5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible because of:

5.4.1.1 defective Work not remedied;
5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;
5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
5.4.1.5 damage to the Owner or a separate contractor;
5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);
5.4.1.8 failure to include sufficient documentation to support the amount of payment

requested for the Project;

5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Agreement; or

5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

5.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

5.5.1 The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.

5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to Sub-subcontractors in a similar manner.

5.5.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact subcontractors to ascertain whether they have been properly paid. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

5.5.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Agreement.

5.6 Failure Of Payment

5.6.1 If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to the Owner, stop the Work until payment of the amount owing has been received.

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an

absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

5.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

5.7.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement.

5.7.3 Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.

5.7.4 When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within thirty (30) calendar days of Substantial Completion. Warranties required by the Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

5.7.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall

make payment of retainage.

5.8 Partial Occupancy or Use

5.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

5.8.2 Immediately prior to partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

5.8.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement.

5.9 Final Completion and Final Payment

5.9.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

5.9.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Texas Government Code, Chapter 2251, (2) a certificate evidencing that insurance required by the Agreement to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) business days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Agreement, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing

payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

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

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

.5 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional

insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions, if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project.

"Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all

employees of the person providing services on the Project, for the duration of the Project;

(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

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

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

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

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

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

11.1.3 Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

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

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

11.4.2.1 Cease operations as directed by the Owner in the notice;
11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;

4. Cooperative Contract Buy Board 728-24; 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 Buy Board 728-24; 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	Falkenberg Construction Co., Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: John E. Castro
Title: _____	Title: President
Date: _____	Date: 21 Nov 2025

Exhibit "A"

Plans and Specifications

Location of Work: Brushy Creek Regional Trail, Cedar Park, TX 78613

Scope of Work:
This project consists of drainage and concrete trail improvements along the Brushy Creek Regional Trail. Work includes grading, concrete placement, erosion control, and site restoration per architectural plans.

The Contractor will perform the following work:

Site Preparation & Demolition

- Strip and remove topsoil, clear vegetation, protect existing structures, and stockpile excavated DG on site.

Earthwork and Grading

- Perform excavation and fill operations, compact fill in 6-inch lifts, and maintain flow line slopes per plan.

Concrete Trail and Valley Gutters

- Install reinforced concrete trail (Class 'A') and 18-inch valley gutters with broom finish and curing compound

Drainage and Riprap Installation

- Install concrete and rock riprap (8–12 inch rock) with toe ditch and slope protection per details.

Erosion, Sedimentation, and Tree Protection

- Install silt fence, rock berms, filter dikes, and tree protection fencing per erosion control notes. Provide all required samples and QC testing
- Daily Clean
- Final Clean

Exclusions:

- Sales tax, overtime, permit fees
- MEP Work
- Permanent landscaping or irrigation systems
- Asphalt paving, striping, or signage not shown on drawings
- Traffic control beyond active construction zone
- Unforeseen utility conflicts or relocations not shown
- Temporary power or water service connections

Williamson County, Texas

BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION

WILLIAMSON COUNTY,TEXAS
BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION

BID SET

Approved by the Williamson County, Texas
this_____day of_____, 2025.

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
FIRM REGISTRATION NO. F-510

STATE OF TEXAS
ALVIN R. SUTTON, III
96530
LICENSED PROFESSIONAL ENGINEER

10/20/2025

WILLIAMSON COUNTY,TEXAS
BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION

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GENERAL

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- FND — "X" IN CONCRETE FOUND/SET (LABEL)
- BH — BORE HOLE
- BP — BOLLARD POST
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- GROUND LIGHT
- GR — GROUNDING ROD
- RRCBX — RAILROAD CONTROL BOX
- MARKER SIGN
- MBX — MAIL BOX

ELECTRIC

- EB — ELECTRIC BOX
- LP — LIGHT POLE
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- MANHOLE
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WATER

- FH — FIRE HYDRANT
- WV — WATER VALVE 1
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- SCV — SPRINKLER CONTROL VALVE

WASTEWATER

- WW — MANHOLE
- PIPE FITTING
- CO — CLEANOUT

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- S — MANHOLE
- AREA DRAIN

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- GM — GAS METER

LOCATION MAP

BID SET

NO.	DATE	REVISION	BY

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KPA Firm Registration Number F-510

Plot Date: 10/20/2025 11:42:37 AM
Plotted By: AJACOB

PROJECT NO. 24-179
DRAWN BY Aneena Jacob
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/20/2025

STATE OF TEXAS — ALVIN R. SUTTON, III — 96530 — LICENSED PROFESSIONAL ENGINEER

KPA

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WILLIAMSON COUNTY, TEXAS
BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION

SHEET INDEX AND LOCATION MAP

SHEET NO. G-02 OF 04 SHEETS

FILE: P:\Williamson County\2024\24-179 BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION\CAD\Plans\GENERAL\2024-181 GENERAL SHEETS.dwg **LAST SAVED:** 10/20/2025 11:40:32 AM **LAYOUT:** SHEET INDEX AND LOCATION MAP

Texas Commission on Environmental Quality
Water Pollution Abatement Plan General Construction Notes

1. A written notice of construction must be submitted to the TCEQ regional office at least 48 hours prior to the start of any regulated activities. This notice must include:
   - the name of the approved project;
   - the activity start date; and
   - the contact information of the prime contractor.

2. All contractors conducting regulated activities associated with this project must be provided with complete copies of the approved Water Pollution Abatement Plan (WPAP) and the TCEQ letter indicating the specific conditions of its approval. During the course of these regulated activities, the contractors are required to keep on-site copies of the approved plan and approval letter.

3. If any sensitive feature(s) (caves, solution cavity, sink hole, etc.) is discovered during construction, all regulated activities near the sensitive feature must be suspended immediately. The appropriate TCEQ regional office must be immediately notified of any sensitive features encountered during construction. Construction activities may not be resumed until the TCEQ has reviewed and approved the appropriate protective measures in order to protect any sensitive feature and the Edwards Aquifer from potentially adverse impacts to water quality.

4. No temporary or permanent hazardous substance storage tank shall be installed within 150 feet of a water supply source, distribution system, well, or sensitive feature.

5. Prior to beginning any construction activity, all temporary erosion and sedimentation (E&S) control measures must be properly installed and maintained in accordance with the approved plans and manufacturers specifications. If inspections indicate a control has been used inappropriately, or incorrectly, the applicant must replace or modify the control for site situations. These controls must remain in place until the disturbed areas have been permanently stabilized.

6. Any sediment that escapes the construction site must be collected and properly disposed of before the next rain event to ensure it is not washed into surface streams, sensitive features, etc.

7. Sediment must be removed from the sediment traps or sedimentation basins not later than when it occupies 50% of the basin's design capacity.

8. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from being discharged offsite.

9. All spoils (excavated material) generated from the project site must be stored on-site with proper E&S controls. For storage or disposal of spoils at another site on the Edwards Aquifer Recharge Zone, the owner of the site must receive approval of a water pollution abatement plan for the placement of fill material or mass grading prior to the placement of spoils at the other site.

10. If portions of the site will have a temporary or permanent cease in construction activity lasting longer than 14 days, soil stabilization in those areas shall be initiated as soon as possible prior to the 14th day of inactivity. If activity will resume prior to the 21st day, stabilization measures are not required. If drought conditions or inclement weather prevent action by the 14th day, stabilization measures shall be initiated as soon as possible.

11. The following records shall be maintained and made available to the TCEQ upon request:
   - the dates when major grading activities occur;
   - the dates when construction activities temporarily or permanently cease on a portion of the site; and
   - the dates when stabilization measures are initiated.

12. The holder of any approved Edward Aquifer protection plan must notify the appropriate regional office in writing and obtain approval from the executive director prior to initiating any of the following:

   A. any physical or operational modification of any water pollution abatement structure(s), including but not limited to ponds, dams, berms, sewage treatment plants, and diversionary structures;

   B. any change in the nature or character of the regulated activity from that which was originally approved or a change which would significantly impact the ability of the plan to prevent pollution of the Edwards Aquifer;

   C. any development of land previously identified as undeveloped in the original water pollution abatement plan.

Austin Regional Office
12100 Park 35 Circle, Building A
Austin, Texas 78753-1808
Phone (512) 339-2929
Fax (512) 339-3795

San Antonio Regional Office
14250 Judson Road
San Antonio, Texas 78233-4480
Phone (210) 490-3096
Fax (210) 545-4329

THESE GENERAL CONSTRUCTION NOTES MUST BE INCLUDED ON THE CONSTRUCTION PLANS PROVIDED TO THE CONTRACTOR AND ALL SUBCONTRACTORS.

TCEQ-0592 (Rev. July 15, 2015)

General Notes

1. All barricades, signs, and traffic control for this project shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

2. The bidders for this project shall familiarize themselves with all requirements of working in state and Williamson County rights-of-way and easements. The bidders shall familiarize themselves with all insurance requirements for said work and shall include in their bids, insurance costs and insurance premiums that provide for the state of Texas, the Williamson County and the engineer as additional insured's under the contractor's policies.

3. Blasting is not permitted on this project.

4. All construction operations shall be accomplished in accordance with applicable regulations of the U.S. Occupational Safety And Health Administration. Copies of the OSHA standards may be purchased from the U.S. government printing office: information and related reference materials may be obtained from OSHA; 903 San Jacinto, Austin, Texas.

5. These plans prepared by Kasberg, Patrick & Associates, LP, do not extend to or include designs or systems pertaining to the safety of the contractor or its employees, agents or representatives in the performance of the work. The seal of Kasberg, Patrick & Associates, LP registered professional engineer(s) hereon does not extend to any such safety systems that may now or hereafter be incorporated in the work. The contractor shall prepare or obtain the appropriate safety systems, including the plans and specifications.

6. Contractor shall comply with all applicable local, state and federal requirements regarding excess and waste material, including methods of handling and disposal.

7. Contractor shall maintain access to public and private facilities during construction. Construction activities shall be coordinated with the Williamson County community owned utilities.

8. Contractor shall notify the Williamson County community owned utilities a minimum of 3 working days, (Monday-Friday) in advance of construction startup, followed by a letter of confirmation. Contractor shall also give a minimum of 3 working days, (Monday-Friday), notice to all authorized inspectors, superintendents or persons in charge of private and public utilities affected by his operations prior to commencement of work.

9. Location of existing utilities shown on the plans was compiled from record information. No warranty is implied as to the actual location of existing utilities. Contractor shall field verify locations of existing utilities prior to the commencement of construction. Contractor should call the Williamson County at (512) 930-3555. If there are any conflicts between proposed and existing utilities, or if the existing utilities are in any way different from what is shown on the drawings, then it shall be the contractor's responsibility to notify the city or other affected utility before proceeding with any construction. The contractor shall be responsible for resolving all conflicts at his expense. The Williamson County will consider any conflicts at said locations on a case-by-case basis in order to determine if the contractor should be reimbursed for his expense in solving said conflict.

10. Contractor shall make all due precautions to protect existing facilities from damage. Any damage to existing facilities incurred as a result of these construction operations are to be repaired immediately by the contractor to at least the preexisting condition at no additional cost to the Williamson County.

11. Contractor shall coordinate interruptions of all utilities and services with all applicable utility company or companies. All work shall be in accordance with the requirements of the applicable utility company or agency involved.

12. When un-located or incorrectly located underground piping or a break in a line or other utilities and services are encountered during site work operations, the contractor shall notify the applicable utility company immediately to obtain procedure directions. Contractor shall cooperate with the applicable utility company in maintaining active services in operation.

13. Contractor shall locate material storage areas away from storm water conveyance systems. Contractor shall provide protected storage areas for chemicals, paints, solvents, fertilizers and other potentially toxic materials off site.

14. No open burning is allowed within the Williamson County limits. Burning is allowed in Williamson county by air curtain destructors method and prior written approval from applicable government agencies at the contractor's expense. The contractor can haul cleared vegetation to an acceptable off-site location with written approval by the owner's representative. Prior to construction the contractor shall designate to the Williamson County's representative, which method will be used for disposal of cleared vegetation.

15. Fuel storage is not allowed on this project.

16. Contractor shall advise owner immediately, verbally and in writing, of any fuel or toxic material spills onto the project construction area and the actions to be taken to remedy the problem.

17. Contractor is responsible for disposing of his fuels, materials, and contaminated excavations in a legally approved manner.

18. Contractor is responsible for complying with all applicable environmental laws.

19. Contractor is responsible for providing and maintaining sanitary facilities on this project for employees.

20. Contractor shall coordinate all materials testing, including soil density tests and related soils analysis. Tests shall be accomplished by an independent laboratory under contract with the Williamson County, at the frequency, time and location as specified in the technical specifications. A copy of the test results shall be forwarded to the Williamson County's representative, the Williamson County utilities, and the contractor. Tests, which show unsatisfactory results, shall be repeated at the expense of the contractor subsequent to the contractor's remedial activities.

21. The trench excavation and shoring safety plan system as required by the laws of the state of Texas and as outlined in the technical specifications will be required as a minimum trench safety measure and shall be submitted to the Williamson County for acceptance prior to the beginning of construction. Implementation of the submitted trench safety plan shall be the sole responsibility of the contractor.

22. Existing paving, buildings and other items shown on the plans is not specifically related to the work of the contractor and is shown for information only.

23. Any water hauled to the site during the installation shall be paid by the contractor.

24. TxDOT requires 48-hour notification prior to any proposed work in state right of way.

25. This project is a calendar day project and therefore shall be void of rain days as credit to construction time. The Williamson County will not accept rain days unless a month within the project time has had rain days in excess of the average rain days for that month. Days of drying for the project site will not be considered.

Month	Rain Days
January	7 days
February	7 days
March	7 days
April	7 days
May	8 days
June	6 days
July	6 days
August	5 days
September	7 days
October	7 days
November	7 days
December	7 days

Construction Layout/Project Coordination

1. The Williamson County will provide the daily on-site construction representation for this project.

2. Pre-construction conference
   A. Prior to beginning work on the project and soon after the award of the contract, a conference will be held among the representatives of the Williamson County, the engineer, the contractor, and any subcontractor that will be involved in the work. At that time, the contractor shall submit charts or briefs, outlining the manner of execution of the work that is intended in order to complete the specified work within the allotted time. This conference will more completely establish the sequence of work to be followed and establish the estimated progress schedule for completion of the various tasks. When applicable, the pre-construction conference will be held only after installation of the erosion and sedimentation controls. This conference may take place on the site to demonstrate competence with the erosion and sedimentation control plan and water pollution abatement plan.

   B. In addition, at this conference, the contractor shall be responsible for furnishing the engineer with all of the following, as specified herein or as directed by the engineer:
   - Samples of all materials to be used on the project with identification as to product name; name, location, phone number (including area code) and mailing address of product source and manufacturer, if different from source; content of product; amount of each ingredient in the product, and manufacturer's directions as to use and application of the product, if applicable.
   - Manufacturer's literature of all materials and equipment installed on the project.

3. Protection of vehicular and pedestrian traffic is of the utmost importance for the project. The traffic control and sequence of construction plan shall address all anticipated situations in this regard with sufficient detail. The contractors plan will be reviewed by local TxDOT officials and the Williamson County.

4. The plans for this project show proposed elevations, slopes and dimensions that are intended for actual placement. However, there may be some instances where existing conditions make it impractical to achieve the ideal. In those instances, the Williamson County will assist the contractor in making proper field changes to better account for field conditions.

5. The engineer for the project shall mark the limits of construction prior to commencement of the project.

Site Grading Notes

1. Contractor shall control dust caused by the work and comply with pollution control regulations of governing authorities.

2. Contractor shall remove built up material on adjacent public roadways resulting from his work. Cleaning shall be at least once a day.

3. Contractor shall protect stockpiled material such that storm water will not adversely affect erosion control, sidewalks, traffic, private property, or the San Gabriel River.

4. Required fill embankment shall be placed and compacted per technical specifications in maximum 6-inch loose lifts and compacted as stated in the specifications.

Paving And Concrete Notes

1. Any existing pavement, curbs and/or sidewalk damaged or removed by the contractor that are not a part of this contract shall be repaired by the contractor to at least the preexisting condition at his expense before acceptance of the work.

2. The contractor shall provide the Williamson County community owned utilities engineer with a barricade and signing plan, which will include how traffic will be handled during construction. The barricades, signs and lights shall conform to the latest edition of the Texas Manual On Uniform Traffic Control Devices For Streets And Highways.

3. All concrete to be class "a" for site work per technical specifications and all reinforcing steel to be ASTM A-615 grade 60, unless otherwise noted.

4. Natural subgrade - loose, disturbed or undisturbed natural subgrade beneath pavement should be scarified and rolled. Subgrade compactions shall not exceed 100%. Proof-rolling and preparation of subgrade shall be in accordance with TxDOT item 216 "proof rolling" and item 132 embankment.

5. Concrete rip rap shall be 4-inch thickness, class "b" concrete with 6" x 6" x #6 welded wire flat-sheet mesh. Finished concrete shall receive a broom finish and sprayed with type 2 membrane curing compound. The rip rap shall be placed with a 24-inch depth by 6-inch wide toe ditch at the bottom of slope edge and with an 18-inch depth by 6-inch wide toe ditch at the top of slope edge.

Project Notes

1. The contractor to contact the Williamson County at (512) 930-3555 for existing utility locations prior to any excavation. In advance of construction, the contractor shall verify the locations of all utilities to be extended, tied to or altered, or subject to damage/inconvenience by the construction operations. The Williamson County water and wastewater maintenance responsibility ends at right-of-way row)/easement lines.

2. Contractor shall strip 6 inches of topsoil from all areas subject to grade modifications. Contractor shall remove any area of weak soil.

3. Within Williamson County right-of-way, residential driveways shall have a 10% maximum grade. Non residential driveways are to have a 3% maximum grade for the first thirty (30) feet off the edge of pavement.

4. The contractor shall be responsible and liable for all job site safety, management of job site personnel, supervision of the use of job site equipment and direction of all construction procedures, methods and elements required to complete the construction of the proposed improvements.

5. The contractor shall protect all existing fences. In the event that a fence shall be removed, the contractor shall replace said fence or portion thereof with the same type of fencing to a quality of equal or better than the original fence.

Testing And Submittals

1. The contractor shall be responsible for providing material samples as well as any manufacturers literature of materials used on this project as required by the engineer. Any costs associated with any sampling and testing shall be the responsibility of the contractor. These costs shall be considered as incidental and the contractor will not be entitled to any additional compensation.

2. The contractor shall be responsible for and pay for all charges of testing laboratories for services in connection with initial tests made on all imported materials to the project sites including but not limited to embedment materials, fill material, backfill material, select material, crushed limestone base, subbase, concrete, steel, wood forms, liquid asphalt, aggregate, water, cement, curing compound, guard rail, etc. The tests for which the contractor will typically be responsible are Atterberg limits, sieve analysis, plasticity indices, mix design, California bearing ratios, proctors (moisture density curves) and all tests required by the specifications that prove the material brought to the project sites meets or exceeds the specifications and contract documents. The owner, the Williamson County, will pay all the charges of testing laboratories for services in connection with in place field densities, concrete cylinders testing, HMAC density tests and any in place test required for quality assurance. Retesting after failure of in place tests shall be at the expense of the contractor.

Americans with disabilities act

1. This project is intended to conform to the Americans With Disabilities Act.

2. The contractor shall be aware of construction procedures, finished product requirements of this act, and coordinate all activities to satisfy this act.

BID SET

NO.	DATE	REVISION	BY

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KPA Firm Registration Number F-510

Plot Date: 10/20/2025 11:42:38 AM
Plotted By: AJACOB

PROJECT NO. 24-179
DRAWN BY Aneena Jacob
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/20/2025

STATE OF TEXAS · ALVIN R. SUTTON, III · 96530 · LICENSED · PROFESSIONAL ENGINEER

KPA

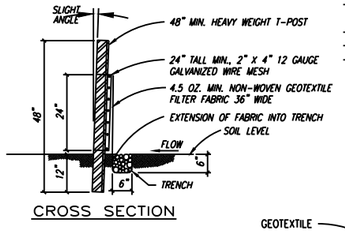
KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

WILLAMSON COUNTY, TEXAS
BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION

TCEQ AND GENERAL CONSTRUCTION NOTES

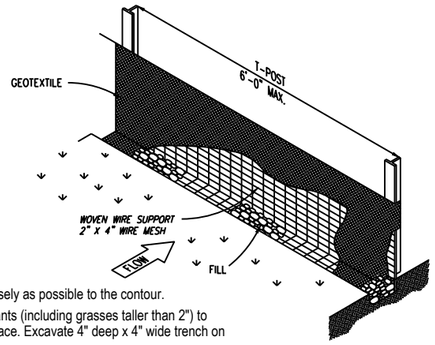
SHEET NO. **G-03** OF **04** SHEETS

FILE: P:\Williamson County\2024\24-179 BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION\CAD\Plans\GENERAL\2024-181 GENERAL SHEETS.dwg LAST SAVED: 10/20/2025 11:40:32 AM LAYOUT: EROSION-SEDIMENTATION & TREE PROTECTION NOTES AND DETAILS



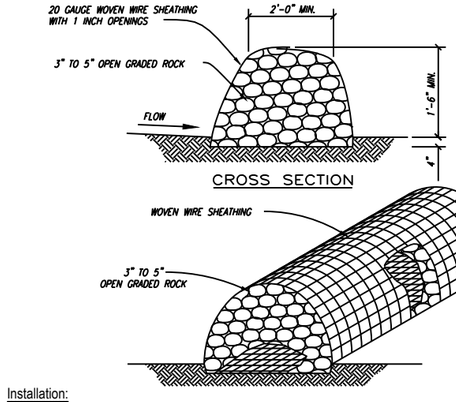
CROSS SECTION

Inspection and maintenance guidelines:
- Inspect all fencing weekly, and after any rainfall event.
- Remove sediment when buildup reaches 6 inches.
- Replace any torn fabric.
- Replace or repair any sections crushed or collapsed in the course of construction activity.



Installation:
- Layout the silt fence following as closely as possible to the contour.
- Clear the ground of debris, rocks, plants (including grasses taller than 2") to provide a smooth flow approach surface. Excavate 4" deep x 4" wide trench on upstream side of face per plans.
- Drive the heavy duty t-post at least 12 inches into the ground and at a slight angle towards the flow.
- Attach the 2" x 4" 12 gauge welded wire mesh to the t-post with 11 1/2 gauge galvanized t-post clips. the top of the wire to be 24" above ground level. The welded wire mesh to be overlapped 6" and tied at least 6 times with hog rings.
- The silt fence to be installed with a skirt a minimum of 11" wide placed on the uphill side of the fence inside excavated trench. The fabric to overlap the top of the wire by 1".
- Anchor the silt fence by backfilling with excavated dirt and rocks.
- Geotextile splices should be a minimum of 18" wide attached in at least 6 places. Splices in concentrated flow areas will not be accepted.

SILT FENCE DETAIL
NOT TO SCALE

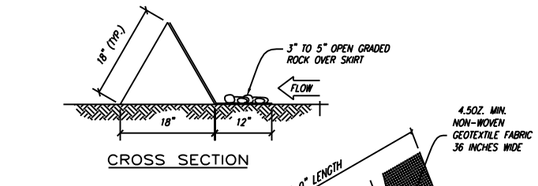


CROSS SECTION

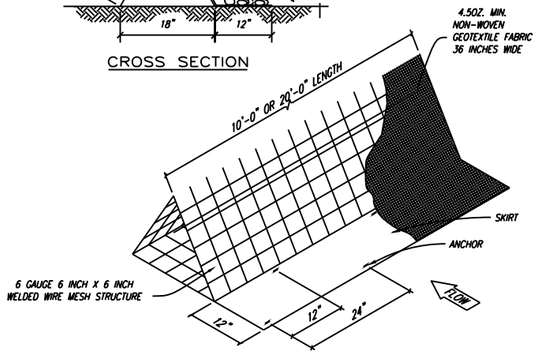
Installation:
- Layout the rock berm following as closely as possible to the contour.
- Clear the ground of debris, rocks or plants that will interfere with installation.
- Place woven wire fabric on the ground along the proposed installation with enough overlap to completely encirclethe finished size of the berm.
- Place the rock along the center of the wire to the designated height.
- Wrap the structure with the previously placed wire mesh secure enough so that when walked across the structure retains it's shape.
- Secure with tie wire.
- The ends of the berm should be tied into existing upslope grade and the berm should be buried in a trench approx. 4 inches deep to prevent failure of the control.
- The rock berm should be left in place until all upstream areas are stabilized and accumulated silt removed.

Inspection and Maintenance Guidelines:
- Inspection should be made weekly and after each rainfall event by the responsible party. for installations in streambeds, additional daily inspections should be made.
- Remove sediment and other debris when buildup reaches 6 inches and dispose of the accumulated silt in an approved manner.
- Repair any loose wire sheathing.
- The berm should be reshaped as needed during inspection.
- The berm should be replaced when the structure ceases to function as intended due to silt accumulation among the rocks, washout, construction traffic damage, etc.

ROCK BERM DETAIL
NOT TO SCALE



CROSS SECTION



Installation:
- Layout the filter dike following as closely as possible to the contour.
- Clear the ground of debris, rocks or plants that will interfere with installation.
- Place the filter dike sections one at a time, with the skirt on the uphill side towards the direction of flow anchoring each section to the ground before the next section is placed.
- Anchors should be placed on 2'-0" centers alternating from front to back so that there is actually only 1'-0" in between anchors.
- Securely fasten the skirt from one section of filter dike to the next.
- Filter dikes shall maintain continuous contact with the ground.
- After the site is completely stabilized, the dikes and any remaining silt should be removed. Silt should be disposed of in a manner that will not contribute to additional siltation.

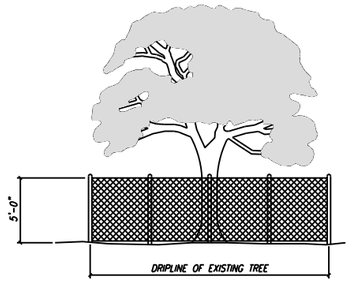
Inspection and Maintenance Guidelines:
- Inspection should be made weekly or after each rainfall event and repair or replacement should be made promptly as needed by the contractor.
- Inspect and realign berms as needed to prevent gaps between the sections.
- Accumulated silt should be removed after each rainfall event, and disposed of in a manner which shall not cause additional siltation.

TRIANGULAR FILTER DIKE
NOT TO SCALE

EROSION/SEDIMENTATION AND TREE PROTECTION NOTES

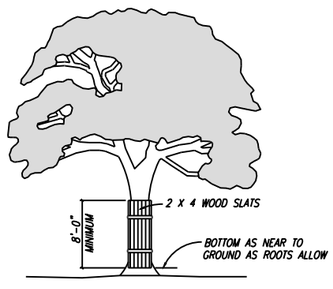
1. *The contractor to install and maintain erosion/sedimentation controls and tree/natural area protective fencing prior to any site preparation work (clearing, grubbing, grading, or excavation). Contractor to remove erosion/sedimentation controls at the completion of project and grass restoration.*
2. *The placement of erosion/sedimentation controls to be in accordance with the approved erosion and sedimentation control plan and water pollution abatement plan. Deviations from the approved plan shall be submitted to and approved by the owner's representative.*
3. *All disturbed areas to be restored as noted in the water pollution abatement plan.*
4. *The seeding for erosion control to be applied over areas disturbed by construction as follows:*

   From September 15 to March 1, seeding to be with a combination of 2 pounds per 1,000 square feet of unhulled bermuda and 2 pounds per 1,000 square feet of winter rye with a purity of 95% with 90% germination.
   From march 2, to September 14, seeding to be with hulled bermuda grass (cynoden dactolyn) at a rate of 2 pounds per 1,000 square feet with a purity of 95% with 85% germination.
5. *The planted area to be irrigated or sprinkled in a manner that will not erode the topsoil, but will sufficiently soak the soil to a depth of four (4) inches. The irrigation to occur at 10-day intervals during the first two months. Rainfall occurrences of 1/2 inch or greater to postpone the watering schedule one week.*
6. *Restoration to be acceptable when the grass has grown at least 1-1/2 inches high with 95% coverage, provided no bare spots larger than 25 square feet exist.*
7. *A minimum of four (4) inches of topsoil to be placed in all areas disturbed by construction.*
8. *The contractor to hydromulch or sod (as shown on plans) all exposed cuts and fills upon completion of construction, except where cuts are made in solid rock.*
9. *Erosion and sedimentation controls to be installed or maintained in a manner which does not result in soil buildup within tree dripline.*
10. *To avoid soil compaction, contractor shall not allow vehicular traffic, parking, or storage of equipment or materials in the tree dripline areas.*
11. *Where a fence is closer than four (4) feet to a tree trunk, protect the trunk with strapped-on planking to a height of eight (8) feet (or to the limits of lower branching) in addition to the fencing.*
12. *Trees to be removed in a manner which does not impact trees to be preserved.*
13. *Any root exposed by construction activity to be pruned flush with the soil. Backfill root areas with good quality topsoil as soon as possible. If exposed root areas are not backfilled within two days, cover them with organic material in a manner which reduces soil temperature and minimizes water loss due to evaporation.*
14. *Contractor to prune vegetation to provide clearance for structures, vehicular traffic, and equipment before damage occurs (ripping of branches, etc.). All finished pruning to be done according to recognized, approved standards of the industry (reference the "National Arborist Association pruning standards for shade trees").*
15. *The contractor is to inspect the controls at weekly intervals and after every rainfall exceeding 1/4 inch to verify that they have not been significantly disturbed. Any accumulated sediment after a significant rainfall to be removed and placed in the owner designated spoil disposal site. The contractor to conduct periodic inspections of all erosion/sedimentation controls and to make any repairs or modifications necessary to assure continued effective operation of each device.*
16. *Where there is to be an approved grade change, impermeable paving surface, tree well, or other such site development immediately adjacent to a protected tree, erect the fence approximately two to four feet (2'-4') behind the area in question.*
17. *No above and/or below ground temporary fuel storage facilities to be stored on the project site.*
18. *If erosion and sedimentation control systems are existing from prior contracts, owner's representative and the contractor to examine the existing erosion and sedimentation control systems for damage prior to construction. Any damage to preexisting erosion and sedimentation controls noted to be repaired at owners expense.*
19. *Intentional release of vehicle or equipment fluids onto the ground is not allowed. contaminated soil resulting from accidental spill to be removed and disposed of properly.*



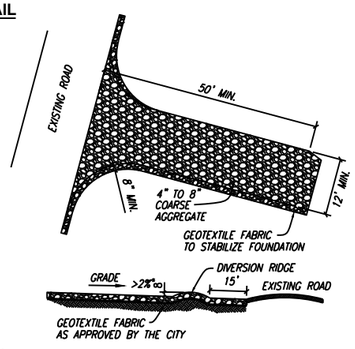
Notes:
1. Tree protection fences shall be installed prior to the commencement of any site preparation work (clearing, grubbing or grading).
2. Fences shall completely surround the tree, or clusters of trees; will be located at the outermost limit of the tree branches (dripline), and will be maintained throughout the construction project in order to prevent the following:
   A. Soil compaction in the root zone area resulting from vehicular traffic, or storage of equipment or materials.
   B. Root zone disturbances due to grade changes (greater than six inches (6") cut or fill or trenching not reviewed and authorized by the city.
   C. Wounds to exposed roots, trunks or limbs by mechanical equipment.
   D. Other activities detrimental to trees, such as chemical storage, cement truck cleaning and fire.
3. Exceptions to installing fences at tree driplines may be permitted in the following cases:
   A. Where permeable paving is to be installed, erect the fence at the outer limits of the permeable paving area.
   B. Where trees are close to proposed buildings, erect the fence no closer than six feet (6'-0") to building.

TREE PROTECTION - CHAIN LINK FENCE
NOT TO SCALE



Notes:
1. Where any exceptions result in a fence being closer than four feet (4'-0") to a tree trunk protect the trunk with strapped-on-planking to a height of eight feet (8'-0"), or to the limits of lower branching in addition to the reduced fencing provided.
2. Any roots exposed by construction activity shall be pruned flush with the soil. Backfill root areas with good quality top soil as soon as possible. If exposed root areas are not backfilled within two (2) days, cover them with organic material in a manner which reduces soil temperature, and minimizes water loss due to evaporation.
3. Prior excavation or grade cutting within tree dripline. Make a clean cut between the disturbed and undisturbed root zones with a rock saw or similar equipment, to minimize damage to remaining roots.
4. Trees most heavily impacted by construction activities should be watered deeply once a week during periods of hot, dry weather. Tree crowns should be sprayed with water periodically to reduce dust accumulation on the leaves.
5. Any trenching required for the installation of landscape irrigation shall be placed as far from existing tree trunks as possible.
6. No landscape topsoil dressing greater than four inches (4") shall be permitted within the dripline of a tree. No soil is permitted on the root flare of any tree.
7. Pruning to provide clearance for structures, vehicular traffic and equipment shall take place before construction begins.

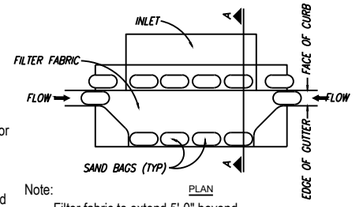
TREE PROTECTION - WOOD SLATS
NOT TO SCALE

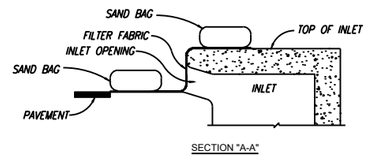


Installation:
- Clear the area of debris, rocks or plants that will interfere with installation.
- Grade the area for the entrance to flow back on to the construction site. Runoff from the stabilized construction
- Entrance onto a public street will not be accepted.
- Place geotextile fabric if required.
- Place rock as required.

Inspections and maintenance guidelines:
- The entrance should be maintained in a condition, which will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or cleanout of any measures used to trap sediment.
- All sediment spilled, dropped, washed or tracked on to public rights-of-way should be removed immediately by contractor.
- When necessary, wheels should be cleaned to remove sediment prior to entrance onto public rights-of-way.
- When washing is required, it should be done on an area stabilized with crushed stone that drains into an approved sediment trap or sediment basin.
- All sediment should be prevented from entering any storm drain, ditch or water course by using approved methods.

STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE





Note:
Filter fabric to extend 5'-0" beyond inlet opening, upstream of inlet. Terminate fabric in street gutter with sand bags placed in gutter flowline.

CURB INLET PROTECTION DETAIL
NOT TO SCALE

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PROJECT NO. 24-179
DRAWN BY Aneena Jacob
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/20/2025

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KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

WILLIAMSON COUNTY, TEXAS
BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION

EROSION-SEDIMENTATION & TREE PROTECTION NOTES AND DETAILS

SHEET NO. G-04 OF 04 SHEETS

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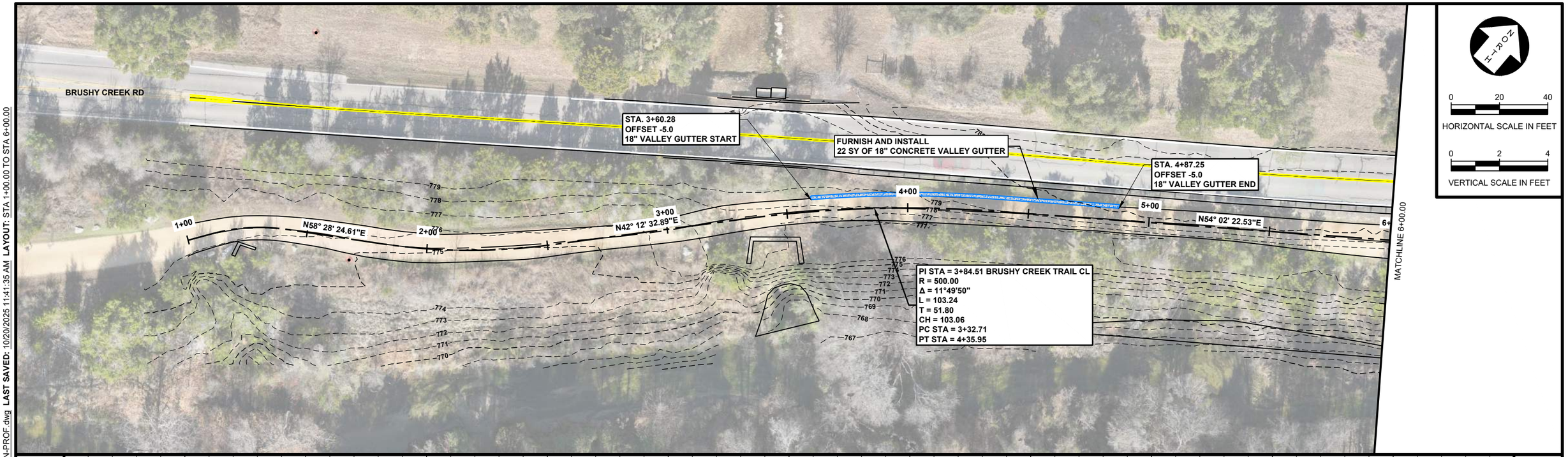

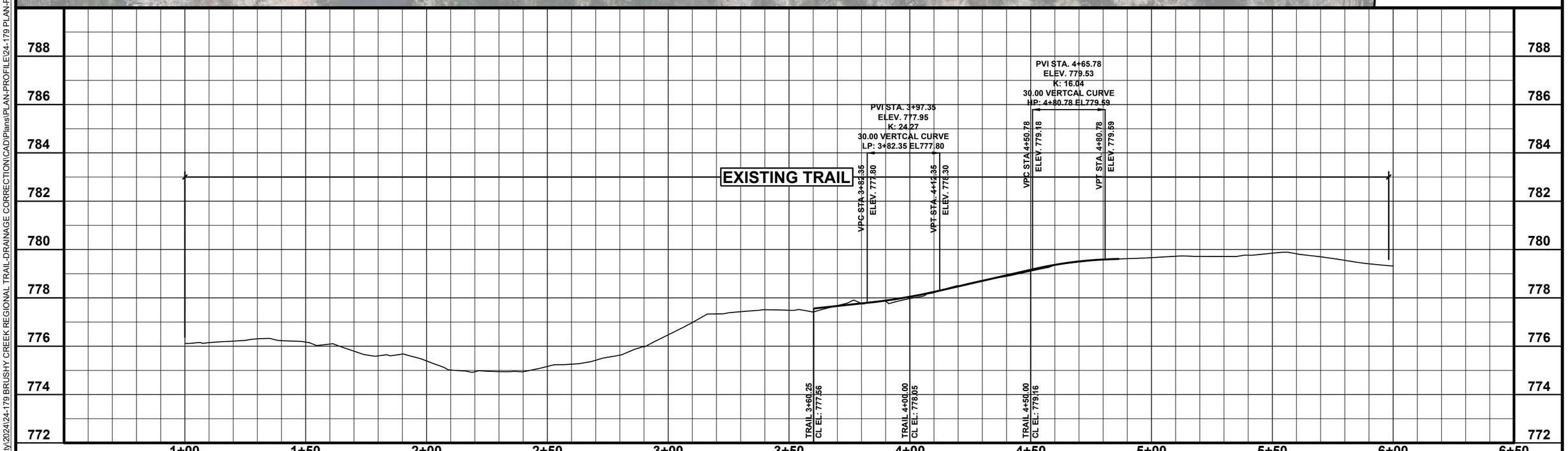

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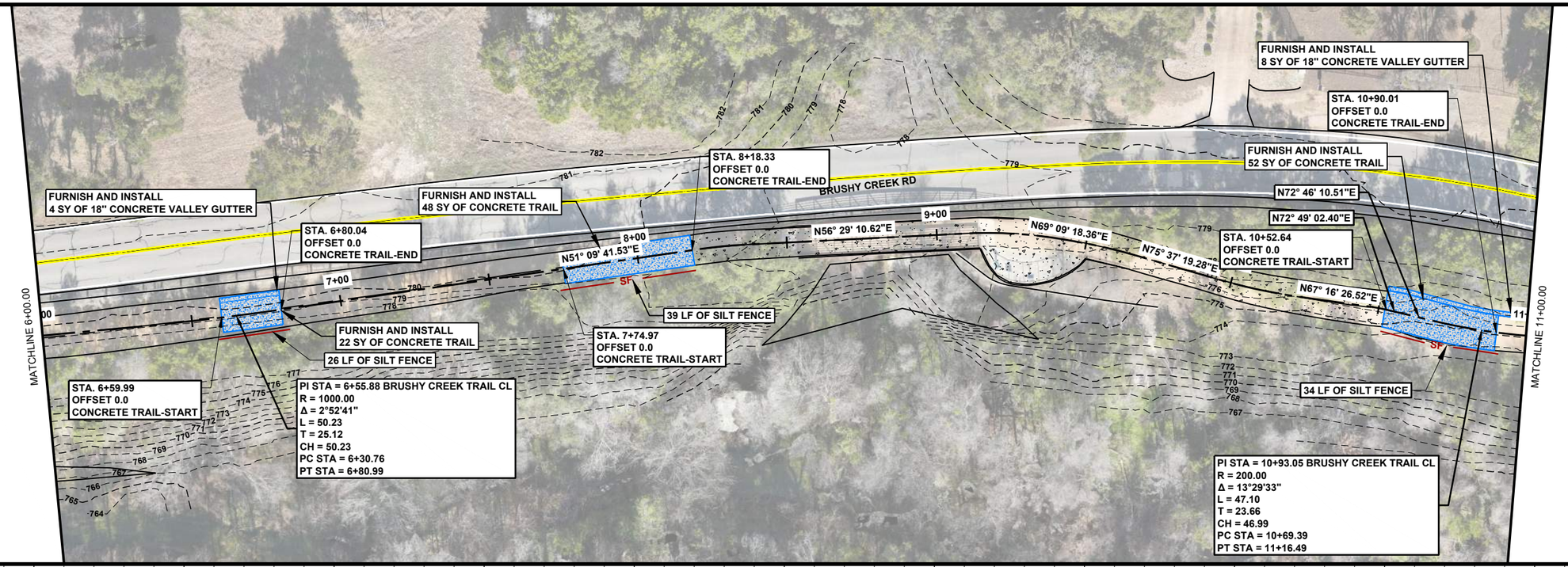
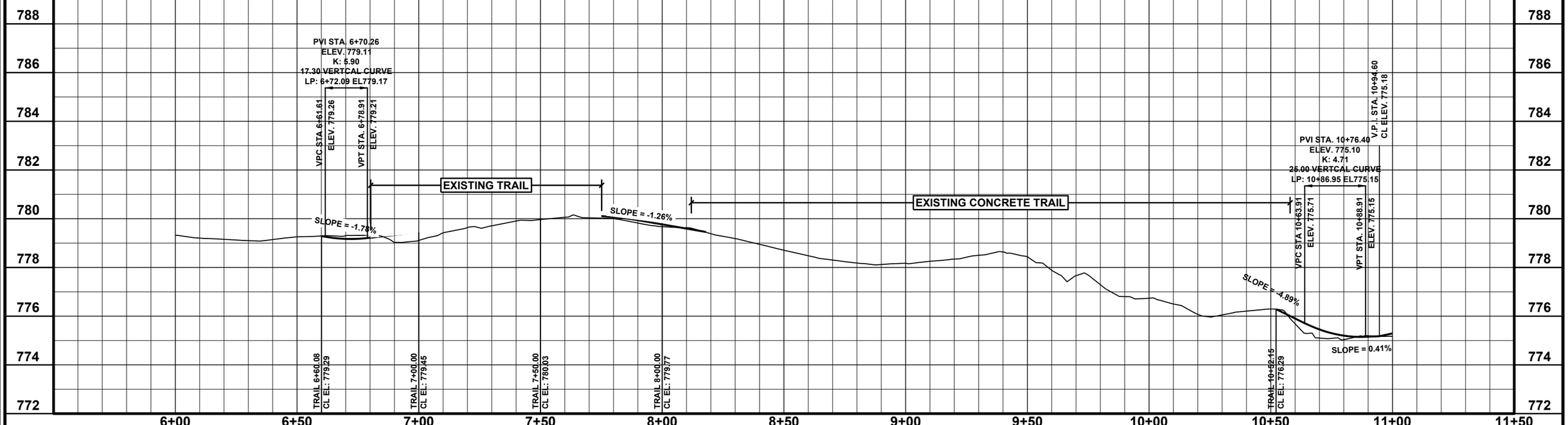
WILLAMSON COUNTY, TEXAS
BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION

PLAN SHEETS
STA 1+00.00 TO STA 6+00.00

SHEET NO.
P-01 OF
06 SHEETS





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WILLAMSON COUNTY, TEXAS
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PLAN SHEETS
STA 6+00.00 TO STA 11+00.00

SHEET NO.
P-02 OF
06 SHEETS

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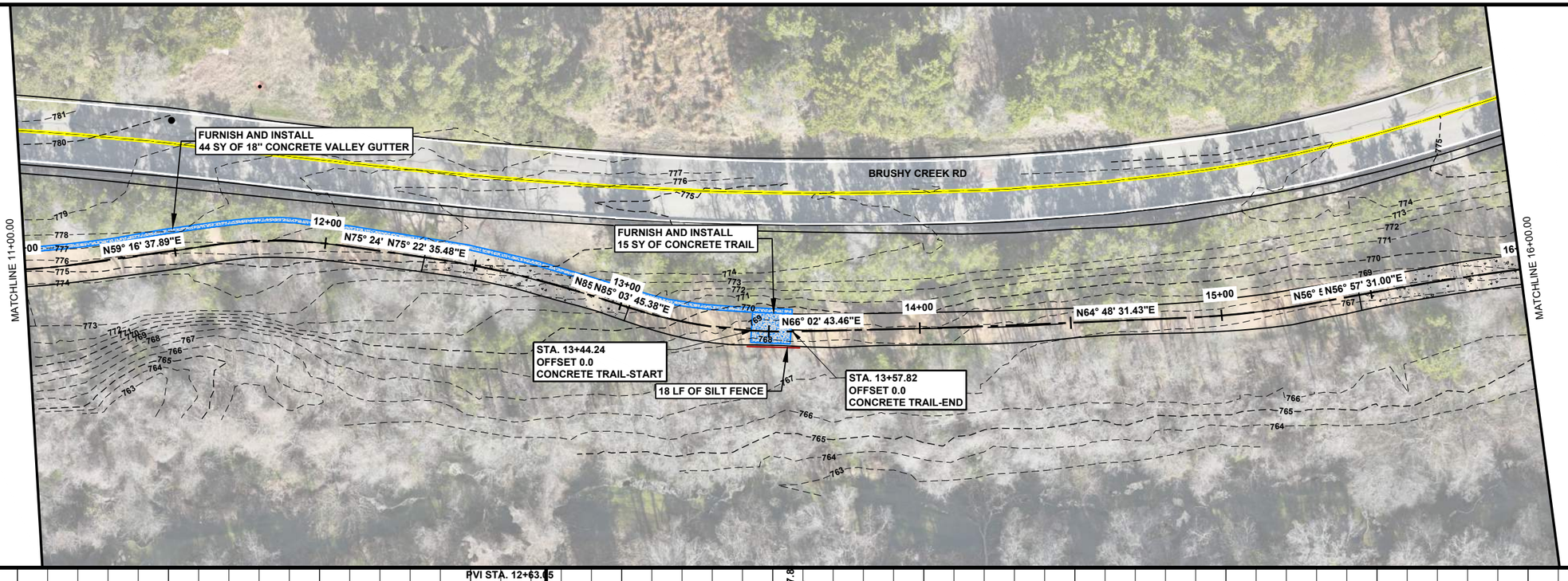

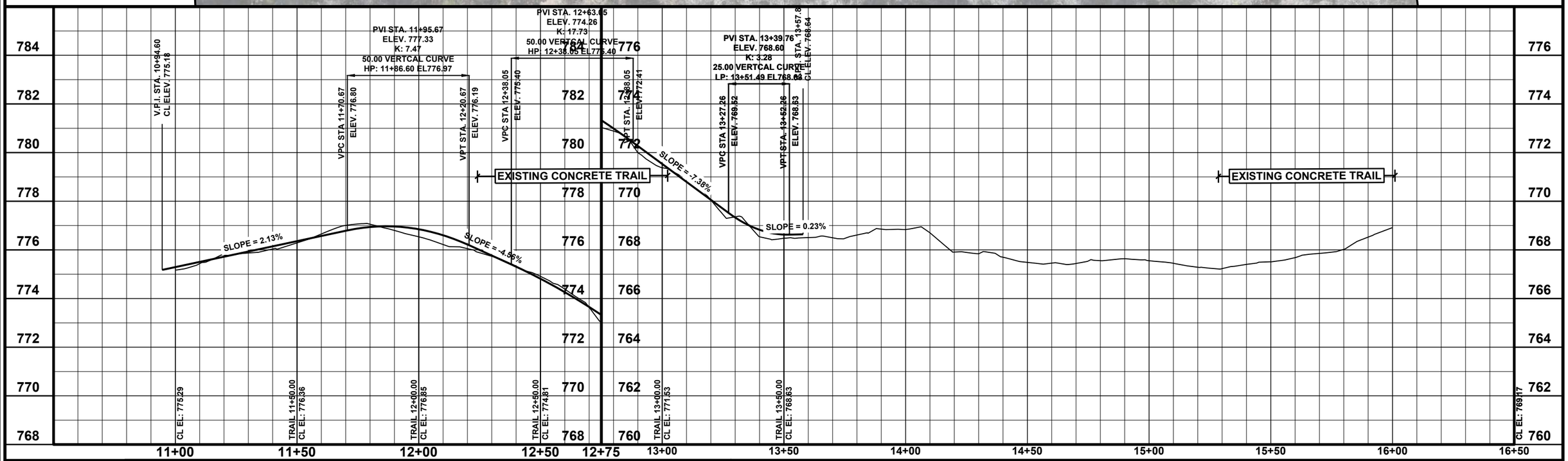

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PLAN SHEETS
STA 11+00.00 TO STA 16+00.00

SHEET NO.
P-03 OF
06 SHEETS

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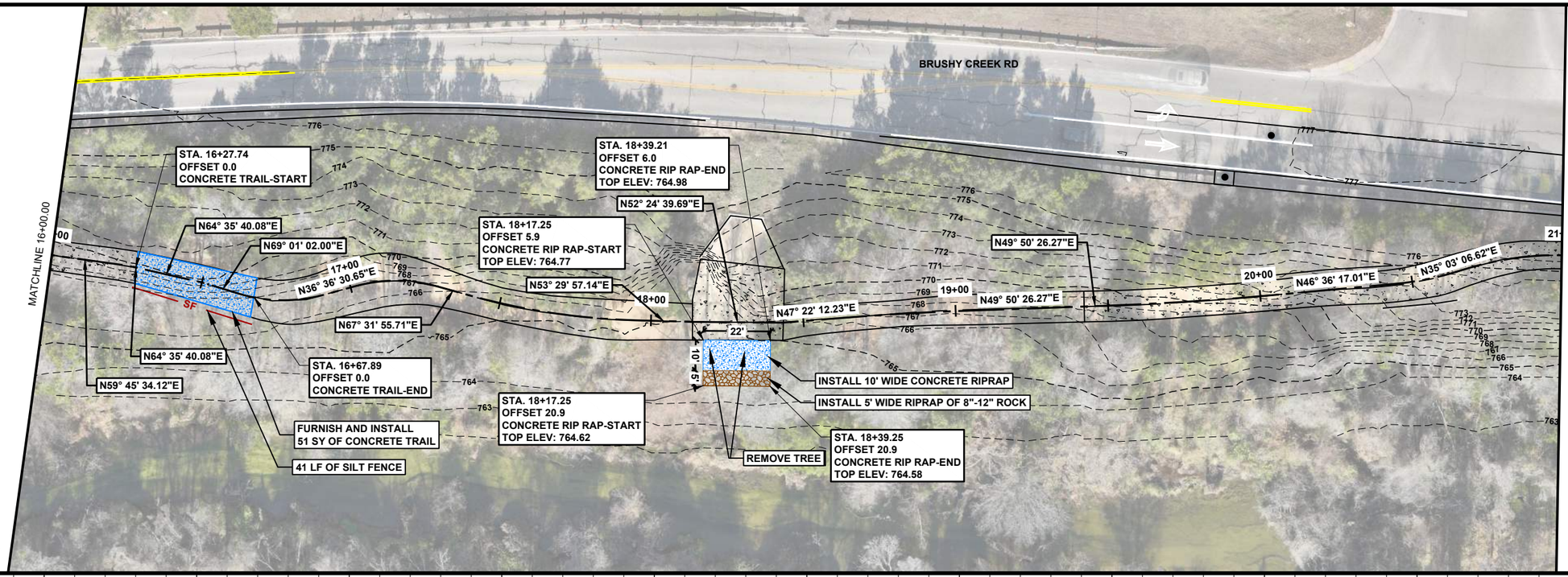

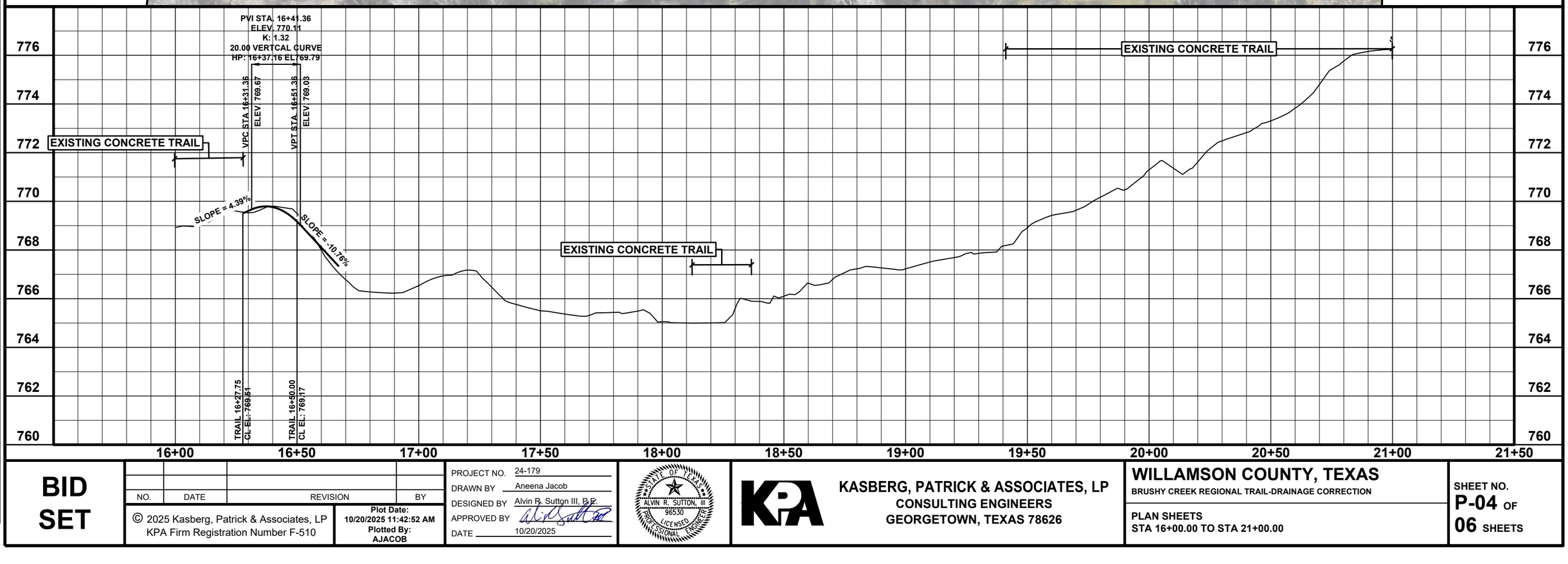

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PLAN SHEETS
STA 16+00.00 TO STA 21+00.00

SHEET NO.
P-04 OF
06 SHEETS

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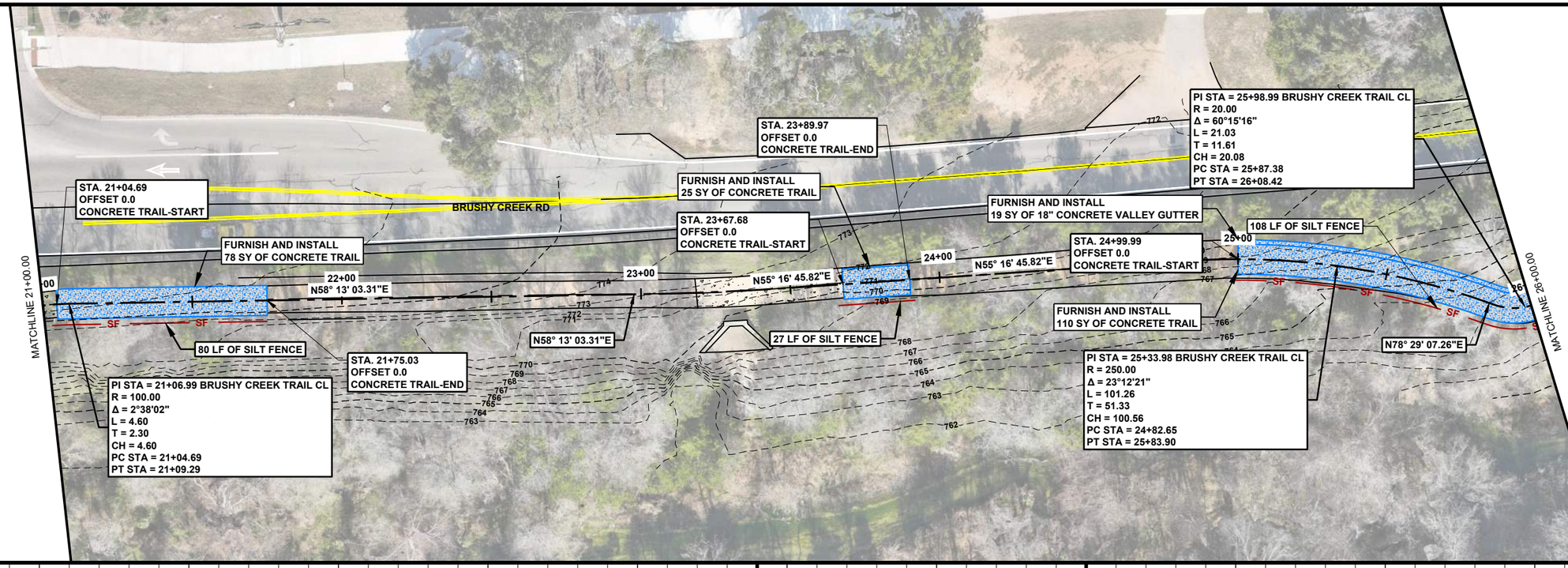

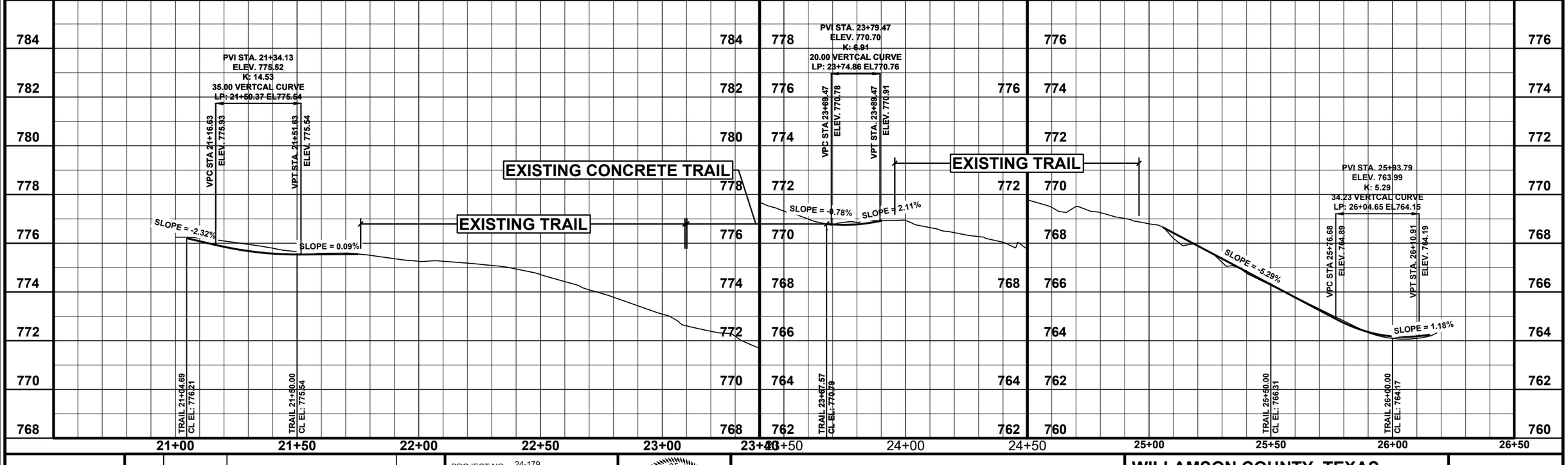

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PLAN SHEETS
STA 21+00.00 TO STA 26+30.00

SHEET NO.
P-05 OF
06 SHEETS

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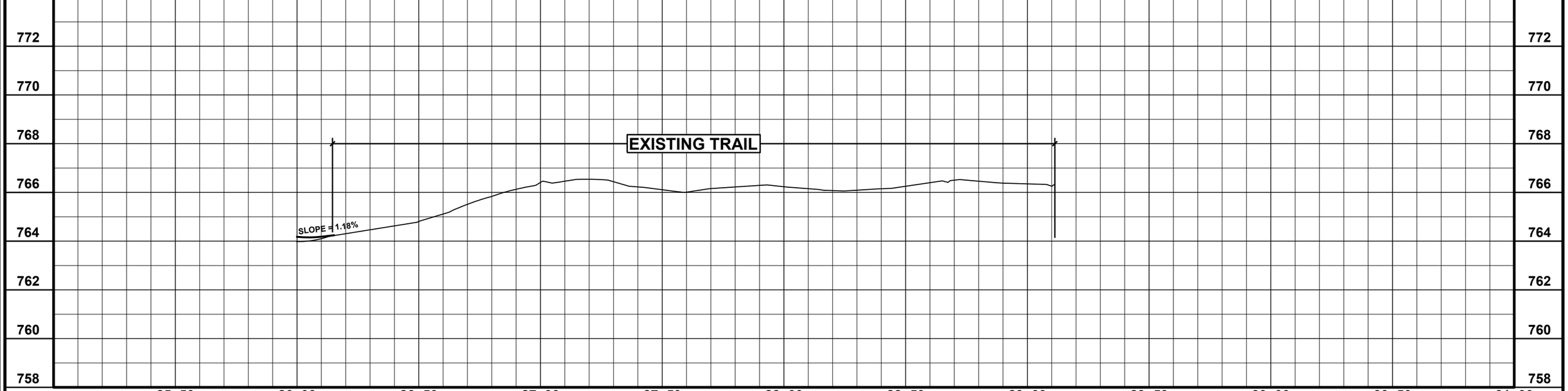

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PLAN SHEETS
STA 26+30.00 TO END

SHEET NO.
P-06 OF
06 SHEETS

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GUIDELINES FOR DESIGN AND INSTALLATION OF TEMPORARY EROSION AND SEDIMENTATION CONTROLS

TYPE OF STRUCTURE	REACH LENGTH	MAXIMUM DRAINAGE AREA	SLOPE
SILT FENCE	N/A	2 ACRES	0 – 10%
	200 FEET	2 ACRES	10 – 20%
	100 FEET	1 ACRE	20 – 30%
	50 FEET	1/2 ACRE	> 30%
TRIANGLE FILTER DIKE	100 FEET	1/2 ACRE	< 30% SLOPE
	50 FEET	1/4 ACRE	> 30% SLOPE
ROCK BERM *, **	500 FEET	< 5 ACRES	0 – 10%

* FOR ROCK BERM DESIGN WHERE PARAMETERS ARE OTHER THAN STATED, DRAINAGE AREA CALCULATIONS AND ROCK BERM DESIGN MUST BE SUBMITTED FOR REVIEW.

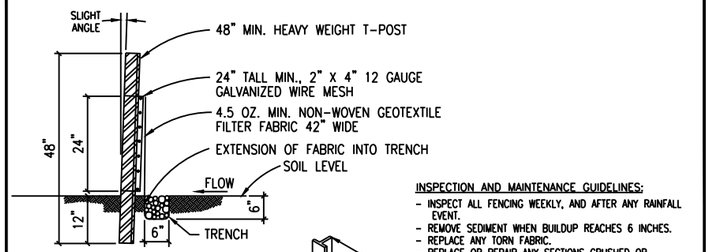
** HIGH SERVICE ROCK BERMS MAY BE REQUIRED IN AREAS OF ENVIRONMENTAL SIGNIFICANCE AS DETERMINED BY THE CITY OF GEORGETOWN.

		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
TEMPORARY EROSION AND SEDIMENTATION CONTROL GUIDELINES	SCALE: NTS; ISSUE DATE: 8/2024; DRAWING NUMBER: EC01.1	DRAWN BY: KPA; APPROVED BY: COGT

NOTE: THIS SECTION IS INTENDED TO ASSIST THOSE PERSONS PREPARING WATER POLLUTION ABATEMENT PLANS (WPAP) OR STORM WATER POLLUTION PREVENTION PLANS (SW3P) THAT COMPLY WITH FEDERAL, STATE AND/OR LOCAL STORM WATER REGULATIONS.

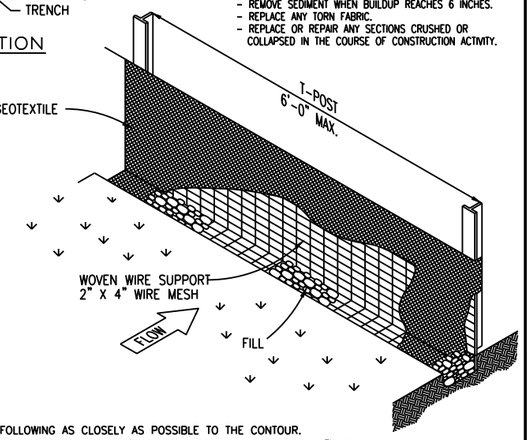
1. THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF PROJECT AND GRASS RESTORATION.
2. ALL PROJECTS WITHIN THE RECHARGE ZONE OF THE EDWARD'S AQUIFER SHALL SUBMIT A BEST MANAGEMENT PRACTICES AND WATER POLLUTION AND ABATEMENT PLAN TO THE TCEQ FOR APPROVAL PRIOR TO ANY CONSTRUCTION.
3. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN AND WATER POLLUTION ABATEMENT PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.
4. ALL PLANTING SHALL BE DONE BETWEEN MAY 1 AND SEPTEMBER 15 EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING. IF PLANTING IS AUTHORIZED TO BE DONE OUTSIDE THE DATES SPECIFIED, THE SEED SHALL BE PLANTED WITH THE ADDITION OF WINTER FESCUE (KENTUCKY 31) AT A RATE OF 100lb/ACRE. GRASS SHALL BE COMMON BERMUDA GRASS, HULLED, MINIMUM 82% PURE LIVE SEED. ALL GRASS SEED SHALL BE FREE FROM NOXIOUS WEED, GRADE "A" RECENT CROP, RECLEANED AND TREATED WITH APPROPRIATE FUNGICIDE AT TIME OF MIXING. SEED SHALL BE FURNISHED IN SEALED, STANDARD CONTAINERS WITH DEALER'S GUARANTEED ANALYSIS.
5. ALL DISTURBED AREAS TO BE RESTORED AS NOTED IN THE WATER POLLUTION ABATEMENT PLAN.
6. THE PLANTED AREA TO BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF FOUR (4) INCHES. THE IRRIGATION TO OCCUR AT 10-DAY INTERVALS DURING THE FIRST TWO MONTHS TO INSURE GERMINATION AND ESTABLISHMENT OF THE GRASS . RAINFALL OCCURRENCES OF 1/2 INCH OR GREATER TO POSTPONE THE WATERING SCHEDULE ONE WEEK.
7. RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES HIGH WITH 95% *COVERAGE*, PROVIDED NO BARE SPOTS LARGER THAN 25 SQUARE FEET EXIST.
8. A MINIMUM OF FOUR (4) INCHES OF TOPSOIL TO BE PLACED IN ALL AREAS DISTURBED BY CONSTRUCTION.
9. THE CONTRACTOR TO HYDROMULCH OR SOD (AS SHOWN ON PLANS) ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION.
10. EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIPLINE.
11. TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIPLINE AREAS.
12. WHERE A FENCE IS CLOSER THAN FOUR (4) FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT (8) FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE FENCING.
13. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
14. ANY ROOT EXPOSED BY CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
15. CONTRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.). ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE "NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES").
16. THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING 1/4 INCH TO VERIFY THAT THEY HAVE NOT BEEN SIGNIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL SITE. THE CONTRACTOR TO CONDUCT PERIODIC INSPECTIONS OF ALL EROSION/SEDIMENTATION CONTROLS AND TO MAKE ANY REPAIRS OR MODIFICATIONS NECESSARY TO ASSURE CONTINUED EFFECTIVE OPERATION OF EACH DEVICE.
17. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT IMMEDIATELY ADJACENT TO A PROTECTED TREE, ERECT THE FENCE APPROXIMATELY TWO TO FOUR FEET (2'-4") BEHIND THE AREA IN QUESTION.
18. NO ABOVE AND/OR BELOW GROUND TEMPORARY FUEL STORAGE FACILITIES TO BE STORED ON THE PROJECT SITE.
19. IF EROSION AND SEDIMENTATION CONTROL SYSTEMS ARE EXISTING FROM PRIOR CONTRACTS, OWNER'S REPRESENTATIVE AND THE CONTRACTOR TO EXAMINE THE EXISTING EROSION AND SEDIMENTATION CONTROL SYSTEMS FOR DAMAGE PRIOR TO CONSTRUCTION. ANY DAMAGE TO PREEXISTING EROSION AND SEDIMENTATION CONTROLS NOTED TO BE REPAIRED AT OWNERS EXPENSE.
20. INTENTIONAL RELEASE OF VEHICLE OR EQUIPMENT FLUIDS ONTO THE GROUND IS NOT ALLOWED. CONTAMINATED SOIL RESULTING FROM ACCIDENTAL SPILL TO BE REMOVED AND DISPOSED OF PROPERLY.

		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
EROSION AND SEDIMENTATION AND TREE PROTECTION NOTES	SCALE: NTS; ISSUE DATE: 8/2024; DRAWING NUMBER: EC01.2	DRAWN BY: KPA; APPROVED BY: COGT



CROSS SECTION

INSPECTION AND MAINTENANCE GUIDELINES:
- INSPECT ALL FENCING WEEKLY, AND AFTER ANY RAINFALL EVENT.
- REMOVE SEDIMENT WHEN BUILDUP REACHES 6 INCHES.
- REPLACE ANY TORN FABRIC.
- REPLACE OR REPAIR ANY SECTIONS CRUSHED OR COLLAPSED IN THE COURSE OF CONSTRUCTION ACTIVITY.



INSTALLATION:
- LAYOUT THE SILT FENCE FOLLOWING AS CLOSELY AS POSSIBLE TO THE CONTOUR.
- CLEAR THE GROUND OF DEBRIS, ROCKS, PLANTS (INCLUDING GRASSES TALLER THAN 2") TO PROVIDE A SMOOTH FLOW APPROACH SURFACE. EXCAVATE 6" DEEP X 6" WIDE TRENCH ON UPSTREAM SIDE OF FACE PER PLANS.
- DRIVE THE HEAVY DUTY T-POST AT LEAST 12 INCHES INTO THE GROUND AND AT A SLIGHT ANGLE TOWARDS THE FLOW.
- ATTACH THE 2" X 4" 12 GAUGE WELDED WIRE MESH TO THE T-POST WITH 11 1/2 GAUGE GALVANIZED T-POST CLIPS. THE TOP OF THE WIRE TO BE 24" ABOVE GROUND LEVEL. THE WELDED WIRE MESH TO BE OVERLAPPED 6" AND TIED AT LEAST 6 TIMES WITH HOG RINGS.
- THE SILT FENCE TO BE INSTALLED WITH A SKIRT A MINIMUM OF 6" WIDE PLACED ON THE UPHILL SIDE OF THE FENCE INSIDE EXCAVATED TRENCH. THE FABRIC TO OVERLAP THE TOP OF THE WIRE BY 1".
- ANCHOR THE SILT FENCE BY BACKFILLING WITH EXCAVATED DIRT AND ROCKS (NOT LARGER THAN 2").
- GEOTEXTILE SPLICES SHOULD BE A MINIMUM OF 18" WIDE ATTACHED IN AT LEAST 6 PLACES. SPLICES IN CONCENTRATED FLOW AREAS WILL NOT BE ACCEPTED.
- SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
SILT FENCE DETAIL	SCALE: NTS; ISSUE DATE: 8/2024; DRAWING NUMBER: EC02	DRAWN BY: KPA; APPROVED BY: COGT

BID SET

NO.	DATE	REVISION	BY

© 2025 Kasberg, Patrick & Associates, LP
KPA Firm Registration Number F-510

Plot Date: 10/20/2025 11:42:59 AM
Plotted By: AJACOB

PROJECT NO. 24-179
DRAWN BY Aneena Jacob
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/20/2025

STATE OF TEXAS — ALVIN R. SUTTON, III — 96530 — LICENSED PROFESSIONAL ENGINEER

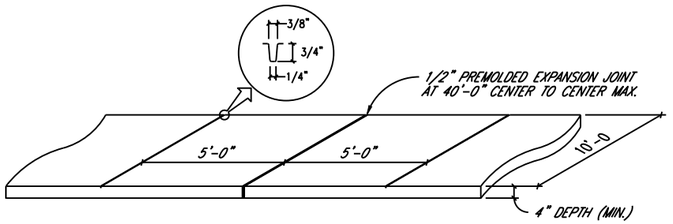
KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

WILLIAMSON COUNTY, TEXAS
BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION

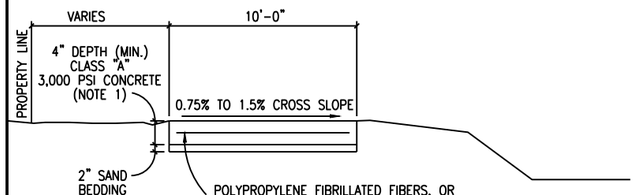
DETAIL SHEETS
DETAIL-01

SHEET NO.
D-01 OF
03 SHEETS

FILE: P:\Williamson County\2024\24-179 BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION\CAD\Plans\DETAILS - MISC\DETAILS.dwg LAST SAVED: 8/19/2025 11:15:55 AM LAYOUT: DETAIL-01



TYPE I – AS REQUIRED FOR SINGLE FAMILY, DUPLEXES AND TOWNHOUSES, TRIPLEXES AND QUADRAPLEXES.
TYPE II – AS REQUIRED FOR MULTI-FAMILY, OTHER NON-RESIDENTIAL USES AND PARKING LOTS/STRUCTURES.
ALL THOROUGHFARES (COLLECTOR AND ABOVE) REQUIRE TYPE II.



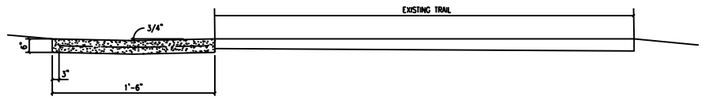
NOTES:

1. STANDARD LOCATION OF SIDEWALK SHALL BE IN CONFORMANCE WITH THE UDC.
2. SIDEWALK SHALL CONFORM TO CURRENT TDLR/TAS STANDARDS.
3. ALL SIDEWALKS SHALL BE SUBMITTED AND APPROVED BY THE REGISTERED ACCESSIBILITY SPECIALIST (RAS) AND ENGINEER OF RECORD.
4. ANY VARIANCE IN TEXTURE, GRADE OR ALIGNMENT SHALL BE APPROVED BY THE REGISTERED ACCESSIBILITY SPECIALIST (RAS) AND BY THE CITY ENGINEER.
5. SLIP DOWEL SHALL BE INSTALLED AT EVERY LONGITUDINAL EXPANSION JOINT (UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER DURING ENGINEERING PLAN REVIEW PRIOR TO FINAL DESIGN).

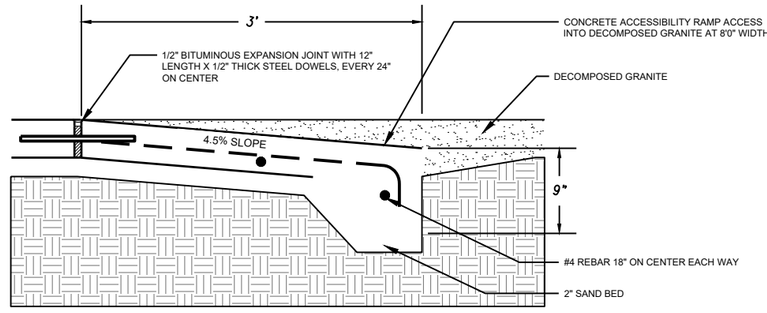
		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
	SIDEWALK SECTION AND JOINT DETAIL	SCALE: NTS; ISSUE DATE: 8/2024; DRAWING NUMBER: SD14; DRAWN BY: KPA; APPROVED BY: COGT

NOTES:

1. ALL WORK AND MATERIAL SHALL CONFORM TO ASTM A615, A615M, C309, AND D1752. BROOM FINISH EXPOSED SURFACE.
2. CONTRACTION JOINT SPACING 10' MAX.
3. EXPANSION JOINTS AS PER STD. ASTM D-1752.
4. 1/2" EXPANSION JOINT MATERIAL SHALL BE PROVIDED WHERE CURB IS ADJACENT TO SIDEWALK OR RIP-RAP.
5. ALL CONCRETE SHALL BE CLASS A, 3000 PSI.
6. ALL SURFACES THAT ARE CHIPPED OR OTHERWISE DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED.
7. THE FOLLOWING SCHEME OF REINFORCEMENT SHALL BE REQUIRED. THE MANNER OF PLACEMENT AND LOCATION SHALL BE TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF GEORGETOWN.
9. REINFORCING BARS SHALL BE LAPPED A MINIMUM OF 15 INCH.
10. REINFORCING BARS SHALL BE SUPPORTED WITH REBAR CHAIRS OR OTHER APPROVED METHODS.
11. REBAR SUPPORTS ARE NOT REQUIRED ON MACHINE PLACED CURB PROVIDED THAT REBAR IS PROPERLY GUIDED INTO THE CURB SECTION.



18" VALLEY GUTTER



TRAIL CONNECTION DETAIL

FILE: P:\Williamson County\2024\24-179 BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION\CAD\Plans\DETAILS - MISC\DETAILS.dwg LAST SAVED: 8/19/2025 11:15:55 AM LAYOUT: DETAIL-02

BID SET

NO.	DATE	REVISION	BY

© 2025 Kasberg, Patrick & Associates, LP
KPA Firm Registration Number F-510

Plot Date: 10/20/2025 11:43:00 AM
Plotted By: AJACOB

PROJECT NO. 24-179
DRAWN BY Aneena Jacob
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/20/2025

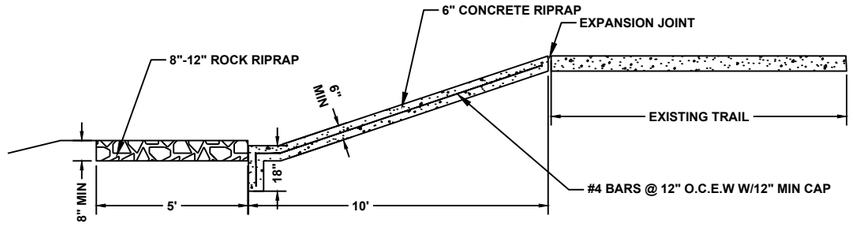
STATE OF TEXAS · ALVIN R. SUTTON, III · 96530 · LICENSED PROFESSIONAL ENGINEER

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

WILLAMSON COUNTY, TEXAS
BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION

DETAIL SHEETS
DETAIL-02

SHEET NO.
D-02 OF 03 SHEETS



NOTES:
1. ALL ROCK RIPRAP SHALL CONFORM WITH TXDOT SPECIFICATION ITEM 432 UNLESS NOTED OTHERWISE.
2. OVER EXCAVATION IS SUBSIDIARY TO FURNISHING AND INSTALLING THIS WORK.
3. ALL DIMENSIONS SHOWN ARE MINIMUM.

NOTES:
1. ALL CONCRETE RIPRAP SHALL CONFORM WITH TXDOT SPECIFICATION ITEM 432 UNLESS NOTED OTHERWISE.
2. ALL CONCRETE SHALL BE A MINIMUM OF 3000 PSI.
3. STEEL REINFORCING SHALL BE #4ASTM A-615 GRADE 60 BARS 12" ON CENTER EACH WAY. 6X6 #6 WIRE MESH MAY BE SUBSTITUTED FOR #4 REBAR.
4. WHILE PLACING CONCRETE, STEEL REINFORCEMENT SHALL BE SUPPORTED OR PLACED TO MAINTAIN A MINIMUM OF 2" CLEAR SPACING WITH TOP AND BOTTOM OR SIDE CONCRETE SURFACES.

CONCRETE RIPRAP AND ROCK RIPRAP DETAIL

BID SET

NO.	DATE	REVISION	BY

© 2025 Kasberg, Patrick & Associates, LP
KPA Firm Registration Number F-510

Plot Date: 10/20/2025 11:43:01 AM
Plotted By: AJACOB

PROJECT NO. 24-179
DRAWN BY Aneena Jacob
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/20/2025

STATE OF TEXAS · ALVIN R. SUTTON, III · 96530 · LICENSED PROFESSIONAL ENGINEER

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

WILLIAMSON COUNTY, TEXAS
BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION

DETAIL SHEETS
DETAIL-03

SHEET NO.
D-03 OF
03 SHEETS

FILE: P:\Williamson County\2024\24-179 BRUSHY CREEK REGIONAL TRAIL-DRAINAGE CORRECTION\CAD\Plans\DETAILS - MISC\DETAILS.dwg LAST SAVED: 8/19/2025 11:15:55 AM LAYOUT: DETAIL-03

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:
2025-1392366

Date Filed:
11/21/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
728-24
Brushy Creek Trail Drainage Correction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castro, John	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	
Gomez, Moses	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Chris Arnold, 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 Dallas County, State of Texas, on the 21 day of Nov. (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:
2025-1392366

Date Filed:
11/21/2025

Date Acknowledged:
11/26/2025

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

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

Williamson County Facilities Management

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

728-24
Brushy Creek Trail Drainage Correction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castro, John	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	
Gomez, Moses	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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 **65.**

Meeting Date: 12/09/2025

Award of RFCSP #25RFCSP69 Emergency Service Operations Center (ESOC) Data Center, Computer Room Air Conditioning (CRAC) Unit to The Brandt Companies, LLC for Facilities Maintenance

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action awarding RFCSP #25RFCSP69 Emergency Service Operations Center (ESOC) Data Center, Computer Room Air Conditioning (CRAC) Unit to The Brandt Companies, LLC, in the amount of Two Million, Two Hundred Nine Thousand, Six Hundred Eighty-Nine and No/100 Dollars ($2,209,689.00) and authorize the execution of the agreement, Funding Source is P609.

Background

Williamson County sent out over 3,622 notifications and had 64 document takers with 2 firms submitting a response. The construction services are for the 25RFCSP69 ESOC CRAC Unit. The firms were evaluated and The Brandt Companies, LLC., was the highest ranked. Contract Audit and General Counsel reviewed. The funding source is P609, and Gretchen Glenn is the point of contact with Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Construction Services

Recommendation Letter

Evaluation Sheet Redacted

Form 1295 The Brandt Companies, LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:36 PM
Form Started By: Michelle McKinney		Started On: 11/26/2025 04:36 PM
Final Approval Date: 12/02/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and The Brandt Companies, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Emergency Service Operations Center (ESOC) Data Center Computer Room Air conditioning (CRAC) Unit (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 **Two Million Two Hundred Nine Thousand Six Hundred Eighty-Nine and No/100 Dollars ($ 2,209,689.00)** 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 **Three Hundred Sixty-five (365) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **Thirty (30) calendar days of Substantial Completion.** Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has

entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Seven Hundred Fifty and No/100 Dollars ($ 750.00) per calendar day**

4.2.2 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.

4.2.3 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.

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.2 Applications For Payment

5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in

accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

5.2.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

5.2.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

5.2.1.3 If requested by Owner or required elsewhere in the Agreement, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a. With each Application for Payment: a current Sworn Statement from the Contractor setting forth all subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
b. With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
c. Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than five thousand dollars ($5,000) on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
d. With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284; and
e. Such other information, documentation, and materials as the Owner, or the title insurer (if any) may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

5.2.2 Unless otherwise provided in the Agreement, payments shall be made on account of

materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

5.2.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

5.2.3.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this paragraph), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

5.2.3.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this paragraph, including, without limitation, the duty to defend and indemnify Owner.

5.2.3.3 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Texas Government Code, Chapter 2252, Subchapter B. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

5.2.3.4 For purposes of Texas Government Code, §2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner 's

reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

5.4 Decisions To Withhold Certification

5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible because of:

5.4.1.1 defective Work not remedied;
5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;
5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
5.4.1.5 damage to the Owner or a separate contractor;
5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);
5.4.1.8 failure to include sufficient documentation to support the amount of payment

requested for the Project;

5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Agreement; or

5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

5.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

5.5.1 The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.

5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to Sub-subcontractors in a similar manner.

5.5.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact subcontractors to ascertain whether they have been properly paid. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

5.5.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Agreement.

5.6 Failure Of Payment

5.6.1 If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to the Owner, stop the Work until payment of the amount owing has been received.

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an

absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

5.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

5.7.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement.

5.7.3 Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.

5.7.4 When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within thirty (30) calendar days of Substantial Completion. Warranties required by the Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

5.7.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall

make payment of retainage.

5.8 Partial Occupancy or Use

5.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

5.8.2 Immediately prior to partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

5.8.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement.

5.9 Final Completion and Final Payment

5.9.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

5.9.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Texas Government Code, Chapter 2251, (2) a certificate evidencing that insurance required by the Agreement to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) business days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Agreement, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing

payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

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

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

.5 Builder’s Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional

insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project.

"Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all

employees of the person providing services on the Project, for the duration of the Project;

(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

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

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

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

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

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

11.1.3 Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

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

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. GC shall be an independent contractor under this Contract and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this Contract which may appear to give County the right to direct GC 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 GC shall follow the desires of County in the results

of the Work only. County shall not retain or have the right to control the GC's means, methods or details pertaining to the GC's performance of the Work described herein, nor shall County have the power to direct the order in which GC's Work is performed under this Contract. County and GC hereby agree and declare that GC 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 GC is not an employee of County for purposes of this Contract, and that the GC and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by County.

12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFCSP #25RFCSP69;
5. Contractor's Proposal/Bid submitted in response to Williamson County
6. RFCSP #25RFCSP69; and

7. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFCSP #25RFCSP69;
5. Contractor's Proposal/Bid submitted in response to Williamson County RFCSP #25RFCSP69; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	The Brandt Companies, LLC
By: _____	By:
Printed Name: _____	Printed Name: Jordan Green
Title: _____	Title: Director
Date: _____	Date: 11/20/2025

Exhibit “A”

Plans and Specifications

Location: 911 Tracy Chambers Lane, Georgetown, TX 78626

Scope of Work:

Owners Project is to add redundancy to HVAC system or the Data Center located at the ESOC to include additional CRAC Units. The Project includes all utilities, drainage, roadways, parking, landscaping and walkways to structures, and landscaping associated with structures.

WILLIAMSON COUNTY
ESOC DATA CENTER COOLING UPGRADES

Issue for Construction:
July 20, 2023

Prepared for:
Williamson County

Prepared by

Ramirez - Simon Engineering, LLC
9805 Whithorn Houston Texas 77095
Firm Registration No. F-14781

07/20/2023

07/20/2023

07/20/2023

WILLIAMSON COUNTY ESOC DATA
CENTER COOLING UPGRADES

ISSUE FOR CONSTRUCTION
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The following specifications sections have been provided by the MEP Engineer:

MEP ENGINEER: **RAMIREZ SIMON ENGINEERING, LLC**
9805 Whithorn Drive
Houston, TX 77095
TBPE Firm No. F-14781

DIVISION 03 - CONCRETE

Section 03 2000 Concrete Reinforcement 4
Section 03 3000 Cast-In-Place Concrete 18

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

Section 23 0500 Common Work Requirements for HVAC 21
Section 23 0501 Demolition for HVAC 3
Section 23 0504 Pipe & Pipe Fittings 7
Section 23 0505 Piping Specialties 4
Section 23 0523 Valves 3
Section 23 0550 Variable Frequency Drives 7
Section 23 0593 Testing, Adjusting and Balancing of Mechanical Systems 4
Section 23 0700 Mechanical Systems Insulation 9
Section 23 0800 Commissioning for HVAC Systems 2
Section 23 2114 Chilled Water System & Equipment 5
Section 23 8124 Computer Room Air Conditioning Units – 1, 2, 3 13
Section 23 8125 Computer Room Air Conditioning Units – 4 14

DIVISION 25 – INTEGRATED AUTOMATION AND HVAC CONTROL

Section 25 0900 HVAC Instrumentation & Controls 44

DIVISION 26 – ELECTRICAL

Section 26 0500 Common Work Results for Electrical 15
Section 26 0502 Demolition 4
Section 26 0519 Low Voltage Electrical Power Conductors and Cables 4
Section 26 0526 Grounding and Bonding 5
Section 26 0529 Hangers & Supports 5
Section 26 0533 Raceway and Boxes 6
Section 26 0549 Installation Coordination 1
Section 26 0553 Identification 6
Section 26 0573 Power System Analysis 3

WILLIAMSON COUNTY ESOC DATA
CENTER COOLING UPGRADES

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The following specifications sections have been provided by the MEP Engineer:

Section 26 2413	Switchboards	4
Section 26 2726	Wiring Devices	3

APPENDICES INCLUDED

Section 5.3.8	Equipment Grounding (Earthing) Conductors
Section 5.4	Connection Methods for Internal Grounding (Earthing) System

SECTION 03 20 00

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Includes furnishing all materials, equipment, transportation and facilities and performing all labor necessary for the following:
   1. Prepare shop drawings of reinforcing steel.
   2. Furnish and place reinforcing steel.
   3. Fabrication and installation of embedded metal assemblies.

B. Related Documents: The Contract Documents, as defined in Division 01 Section - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

C. Related Sections include the following:
   1. Division 01 Section - Quality Requirements.
   2. Division 03 Section - Concrete Formwork.
   3. Division 03 Section - Cast-in-Place Concrete.
   4. Division 03 Section - Tilt-Up Concrete.
   5. Division 31 Section -"Drilled Piers.

1.03 SUBMITTALS

A. Division 01 Section - Submittal Procedures: Procedures for submittals.

B. Shop Drawings: Submit shop and installation drawings of reinforcement and embedded metal assemblies for review by the Engineer. Reproduce the bar bending diagram, the beam, slab and joist notes and cast-in-place concrete notes that concern the proper placing of reinforcing and submit it with each set of shop drawings for field use. Use same bar marks on bar bending diagrams as used on the beam, and slab schedule. Use same beam, and wall marks as Contract Documents.

C. Mill Test Reports: Deliver certified copies, evidencing compliance with all requirements of these specifications to the Engineer with all deliveries of reinforcing steel.

D. Submit copies of laboratory inspection reports as follows:
   1. Steel Supplier - 1 Copy
   2. General Contractor - 1 Copy
   3. Owner - 1 Copy
   4. Architect - 1 Copy
   5. Structural Engineer - 1 Copy

1.04 LABORATORY TESTING AND INSPECTION

A. Inspect welding of deformed bar anchors at the beginning of each period of production for size, length and quality. Re-inspect corrected welds.

B. Reinforcing: inspect all reinforcing steel prior to placement of concrete for compliance with the Contract Documents and the approved shop drawings. All instances of noncompliance shall be immediately brought to the attention of the Contractor. If uncorrected by the contractor, they shall be listed in the report.
   1. Observe and report the following: number and size of bars; bending; splicing; clearance to forms; clearance between bars; rust, form oil or other contamination; fabrication and installation of embedded metal assemblies, including visual inspection of all welds.

C. Inspector shall have a minimum of three years of experience inspecting reinforcing steel in projects of similar size.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Reinforcing: All of domestic manufacturers.
   1. Bars: New deformed billet steel, ASTM A-615, grade 60.
   2. Reinforcing bars to be welded: ASTM A706; Bars shall have a carbon content not exceeding 0.30% and a manganese content not exceeding 0.60%. Provide certified copies of the ladle analysis for each lot of bars to be welded.
   3. Welded Wire Fabric: "Specification for Steel Welded Wire Fabric" (ASTM A185) with yield strength Fy=60,000 psi.
   4. Epoxy coated reinforcing bars: Not used

B. Fiber reinforcing: Not Used

C. Concrete accessories including bar supports, chairs, spacers, etc.: Cold-drawn wire and fabricated in accordance with the requirements of Chapter Seven of the ACI Standard 315 with heights as required.

D. Bar supports for concrete resting on earth: Precast concrete briquettes having tie wires embedded therein, or individual high chairs No. HCP with welded plates on bottom as manufactured by Hohmann & Barnard, Inc. Provide bar supports, hot-dipped galvanized after fabrication, where concrete will be exposed including ceilings of flat slabs.

E. Bar supports for reinforcing placed over carton forms to be of type to prevent puncturing the carton form.

2.02 METAL ANCHORAGE & CONFINEMENT ASSEMBLIES

A. Steel bars, plates, angles and miscellaneous steel: ASTM A36

B. Welded Deformed Bar Anchors: Welded by full-fusion process; "Nelson" Anchors Type D2L or approved equal conforming to ASTM A496 and AWS D1.1

C. Headed Stud Anchors: Headed Studs welded by full fusion process as furnished by Nelson Stud Welding Company or approved equal, conforming to AWS D1.1Section 7, Type A.

D. Bolts: Conform to ASTM F1554 with regular hexagon nuts and carbon steel washers.

E. Straps: Conform to ASTM A245 or A284.

F. Welding Electrodes: ASTM Designation A233, Series E70 - AWS 5.5.

2.03 FABRICATION

A. Fabricate reinforcing steel in compliance with the CRSI "Manual of Standard Practice".

B. All bar splices shall be a minimum of Class "A" lap unless specified otherwise on drawings.

C. Shop-fabricate reinforcing bars to conform to the required shapes and dimensions, with fabrication tolerances complying with ACI 315. In case of fabricating errors, do not re-bend or straighten reinforcement in a manner that will injure or weaken the material.

D. Deliver all reinforcement to the project site bundled, tagged and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on placement diagrams.

E. Reinforcing with any of the following defects will not be permitted in the work: Bar lengths, depths, and bends exceeding the specified fabrication tolerances, bends or kinks not indicated on drawings or final shop drawings, bars with reduced cross-section due to excessive rusting or other cause.

2.04 COATING

A. Rust inhibitor for field application to metal accessories shall be Hi-Build Epoxoline manufactured by the TNEMEC Co., Kansas City, Missouri or approved equal.

B. Hot dip galvanizing shall conform to ASTM A123.

C. Cold Galvanizing Compound for field repair of galvanizing shall be "ZRC Cold Galvanizing Compound" by ZRC Chemical Products Company, Quincy, Massachusetts, or approved equal.

PART 3 - EXECUTION

3.01 MATERIAL STORAGE

A. Stack reinforcing steel in tiers. Exercise care to maintain all reinforcement free of dirt, mud, paint, rust, etc.

3.02 GENERAL

A. Place reinforcing steel of the sizes, shapes, lengths, spacing and other dimensions where shown on the drawings. Details of reinforcing shall conform to the ACI Building Code Requirements for Structural Concrete (ACI 318-14).

3.03 MARKING

A. Mark bars plainly. Limit bundles to 1 size and 1 length and tag each bundle with metal tags.

3.04 CLEANING

A. Clean reinforcement thoroughly of rust, mill scale, dirt, oil or other coatings which might tend to reduce the bonding to the concrete.

3.05 BENDING

A. Bend bars cold. Heating of reinforcement, or handling by makeshift methods, will not be permitted and bars having kinks or bends not required will be rejected.

3.06 PLACING

A. Comply with the specified codes and standards, and the Concrete Reinforcing Steel Institute recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.

B. Place reinforcement accurately, securely saddle tie at every other intersection with No. 18 gauge black annealed wire, and rigidly hold in place during the placing of the concrete by means of metal chairs or spacers.

C. Hold bars in position and to proper clearance of concrete surface by spacers, chairs, or other necessary supports with the following tolerances:
   1. Top bars in slabs and beams:
      a. Members 8" deep or less: ± 3/8"
      b. Members more than 8" but not over 2' deep: ± 1/2"
      c. Members more than 2': ± 3/4"
   2. Lengthwise of members: ± 2"
   3. Concrete cover to formed surfaces: ± 1/4"
   4. Minimum spacing between bars: ± 1/4"

3.07 CONCRETE PROTECTION

A. Minimum protection for reinforcing steel shall be as follows:
   1. Concrete cast against and permanently exposed to earth: 3”
   2. Concrete exposed to earth or weather or cast in place against a vapor retarder
      a. #6 thru #18 bars: 2”
      b. #5 bars and smaller: 1 ½”
   3. Concrete not exposed to weather or in contact with the ground:
      a. Slabs, walls, joists with #14 & #18 bars: 1 ½”
      b. Slabs, walls, joists with #11 bars and smaller: ¾”
      c. Beam and column primary reinforcement, ties, stirrups, and spirals: 1 ½”

3.08 EMBEDDED METAL ASSEMBLIES

A. Fabricate and assemble structural steel items in the shop. Shearing, flame cutting, and chipping shall be done carefully and accurately. Holes shall be cut, drilled, or punched at right angles to the surface of the metal and shall not be made or enlarged by burning. Welded construction shall conform to the AISC Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings and AWS D1.1. Welding shall be done by AWS certified welders.

B. Welding of deformed bar anchors and headed stud anchors shall be done by full-fusion process equal to that of Nelson Stud Welding Company.

END OF SECTION 03 2000

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Section Includes:
   1. Cast-in-place (CIP) concrete in building frame elements, walls, foundations, foundation walls, slabs-on-ground, and mechanical equipment pads.
   2. Finishing of concrete floor slabs and toppings. Concrete liquid surface treatment, sealer, and slip-resistant coatings.
   3. Mix Designs
   4. Expansion and contraction, control joints in CIP concrete.
   5. Concrete curing and protection.
   6. Non-shrink grout including installation and forming.

B. Related Sections:
   1. Division 03 Section - Concrete Forms and Accessories.
   2. Division 03 Section - Concrete Reinforcement.
   3. Division 03 Section - Polished Concrete Floor Finishing, for additional requirements for slabs to receive polished finish.

1.03 REFERENCES

A. American Association of State Highway and Transportation Officials (AASHTO)
   1. AASHTO M182

B. American Concrete Institute (ACI):
   1. ACI 121R, "Quality Assurance Systems for Concrete Construction."
   2. ACI 301, "Specification for Structure /Concrete."
   3. ACI 302.1R, "Guide for Concrete Floor and Slab Construction."
   4. ACI 304.2-R, "Placing Concrete by Pumping Methods."
   5. ACI 305, "Hot Weather Concreting."
   6. ACI 306, "Cold Weather Concreting."
   7. ACI 315, "Manual of Standard Practice for Detailing Concrete Structures."
   8. ACI 347, "Recommended Practice for Concrete Formwork."
   9. ACI 503.2, "Standard Specification for Bonding Plastic Concrete to Hardened Concrete with a Multi-Component Epoxy Adhesive."
   10. ACI SP-15, "Field Reference Manual" which includes ACI 301 "Specifications for Structural Concrete for Buildings" and reference standards specified therein.
   11. ACI 318-08, "Building Code Requirements for Structural Concrete."

C. American Welding Society (AWS)
   1. AWS D1.4, "Structural Welding Code Reinforcing."

D. American Society for Testing and Materials (ASTM).

1. ASTM A615, "Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement."
2. ASTM C33, "Specification for Concrete Aggregates."
3. ASTM C39, "Test Method for Compressive Strength of Cylindrical Concrete Specimens."
4. ASTM C94, "Specification for Ready-Mixed Concrete."
5. ASTM C114, "Test Method for Chemical Analysis of Hydraulic Cement."
6. ASTM C138, "Test Method for Unit Weight, Yield, and Air Content of Concrete."
7. ASTM C143, "Test Method for Slump of Hydraulic Cement."
8. ASTM C150, "Specification for Portland Cement."
9. ASTM C156, "Test Method for Water Retention by Concrete Curing Materials."
10. ASTM C171, "Specification for Sheet Materials for Curing Concrete."
11. ASTM C173, "Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method."
12. ASTM C227, "Test Method for Potential Alkali Reactivity of Cement-Aggregate Combinations."
13. ASTM C231, "Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method."
14. ASTM C260, "Specification for Air Entraining Admixtures for Concrete."
15. ASTM C309, "Specification for Liquid Membrane-Forming Compounds for Curing Concrete."
16. ASTM C311, "Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use as a Mineral Admixture in Portland-Cement Concrete."
17. ASTM C387, "Specification for Packaged, Dry, Combined Materials for Mortars and Concrete."
18. ASTM C494, "Specification for Chemical Admixtures for Concrete."
19. ASTM C618, "Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete."
20. ASTM C685, "Specification for Concrete Made by Volumetric Batching and Continuous Mixing."
21. ASTM C989, "Specification for Ground Iron Blast-Furnace Slag for Use in Concrete and Mortars."
22. ASTM E154, "Test Methods for Water Vapor Retarders Used in Contact with Earth Under Slabs, On Walls, or as Ground Cover."
23. ASTM E1155, "Test Method for Determining Floor Flatness and Levelness Using The F-Number System."
24. ASTM D2240, "Standard Test Method for Rubber Property-Durometer Hardness."

E. Concrete Reinforcing Steel Institute (CRSI),
   1. CRSI "Manual of Standard Practice."

1.04 SUBMITTALS

A. Product Data:
   1. Manufacturers' literature containing product and installation specifications and details.
   2. Where Manufacturer's specifications, recommendations, and/or directions are required by this specification, include Manufacturer's specifications, recommendations, and/or directions.

B. Shop Drawings: All shop drawings and calculations must bear the seal and signature of an engineer registered in the jurisdiction where project is being constructed.

1. Cast-in-place concrete shown on structural drawings, prepared under the supervision of a registered Professional Engineer, including:
    a. Rebar placing drawings (ACI 315-99, Detailing Manual SP-66-80 or CRSI MSP-2-81 "Manual of Standard Practice): Show bar sizes, spacing, locations, and quantities of reinforcing and wire fabric and supporting and spacing accessories. Provide steel order lists including bending and cutting details for all reinforcement shown on the structural design drawings. Provide plans showing beam and pier marks associated with schedules.
    b. Form construction details, including jointing, special formed joints or reveals, location and pattern of form tie placement, and other items that affect exposed concrete visually.
    c. Calculations for any formwork, shoring and/or reshoring.
2. Slab Construction Joint Layout: Unless all concrete control and expansion joints in paving are specifically indicated in Drawings, submit complete joint layout indicating proposed construction joint locations to comply with spacing requirements.
    a. Location of joints is subject to approval of Architect and Structural Engineer.
3. Concrete Paving Joint Layout: Unless all concrete control and expansion joints in paving are specifically indicated in Drawings, submit complete joint layout indicating proposed construction joint locations to comply with spacing requirements.
    a. Location of joints is subject to approval of Architect and Civil Engineer.

C. Concrete design mixes: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
1. Indicate amounts of mixing water to be withheld for later addition at Project site.

D. Informational Submittals:
1. Test Reports: Submit the following reports directly to Architect from Testing Laboratory, with copy to Contractor. Prepare reports in conformance with Division 01 Section - Quality Requirements:
    a. Submit laboratory test reports for concrete materials and mix design test, including certified copy of results of aggregate tested by ASTM C227.
2. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.
3. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.
4. Failure by the contractor to submit the shop drawings, test reports and/or mix designs required above shall release the architect and the engineer from any liabilities due to the negligence on the part of the contractor to comply with the construction documents.

1.05 QUALITY ASSURANCE

A. Qualifications:
1. Manufacturer: Company specializing in manufacturing Products specified with minimum 5 years documented experience.
2. Installer: Company specializing in performing the Work of this Section with minimum 5 years documented experience.
3. Testing Agency: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
4. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4.

B. Pre-Installation Meetings: Convene a pre-installation meeting at least one week prior to commencing Work of this Section. Require attendance of parties directly affecting Work of this Section.
   1. Review conditions of operations, procedures and coordination with related Work.
   2. Agenda shall include the following, as applicable to project scope:
      a. Tour, inspect, and discuss conditions of concrete work.
      b. Review concrete testing and their requirements.
      c. Review required submittals, both completed and yet to be completed.
      d. Review Drawings.
      e. Review tolerances and slab flatness requirements.
      f. Review any special conditions.
      g. Review requirements for concrete finishes.
      h. Approve proposed equipment.
      i. Review and finalize construction schedule related to concrete work and verify availability of materials, personnel, equipment, and facilities needed to make progress and avoid delays.
      j. Review required inspections, testing, certifying, and material usage accounting procedures.
      k. Review weather and forecasted weather conditions, and procedures for coping with unfavorable conditions.
      l. Review safety precautions relating to concrete work operations.
      m. Environmental procedures.
   3. General Contractor shall record minutes to include decisions made, action items, and other important points of discussion. Contractor shall distribute minutes to meeting participants, Architect, and other affected parties within 3 business days of the meeting.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Transport, handle, store, and protect Products in accordance with Manufacturers' and Division 01 requirements.

B. Deliver materials in unopened containers with labels identifying contents.

C. Store powdered materials in dry area and in manner to prevent damage. Protect liquid materials from freezing.

1.07 PROJECT CONDITIONS

A. Testing: Owner will engage a qualified testing agency to perform pre-construction testing on concrete mixtures. Contractor shall coordinate construction and testing activities with testing agency as required.

B. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
   1. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
   2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
   3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

C. Hot-Weather Placement: Comply with ACI 301 and as follows:
   1. Maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
   2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
   1. Applied Concrete Technology, Incorporated, Grayslake, IL (800) 228-6694.
   2. The Euclid Chemical Company, Cleveland, OH (800) 321-7628.
   3. Fortifiber Corporation, Reno, NV (800) 773-4777.
   4. ChemREX Inc, Shakopee, MN (800) 433-9517.
   5. Master Builders Construction Products, Cleveland, OH (800) 227-3350.
   6. Sika Corporation, Lyndhurst, NJ (201) 933-8800, (800) 933-7452.
   7. WR Meadows, Hampshire, IL (800) 342-5976.
   8. Reef Industries, Houston, TX (800) 231-2077.
   9. STEGO Industries LLC, San Juan Capistrange, CA (877) 464-7834.
   10. L&M Construction Chemicals, Inc., Omaha, NE (402) 453-6600.
   11. Curecrete Chemical Company, Inc., Springville, UT (801) 489-5663.
   12. Midwest Floor Care Inc., Lincoln, NE (402) 477-2701.

B. Division 01 Section - Product Requirements: Product options and substitutions. Substitutions: Permitted.

2.02 CONCRETE MATERIALS

A. Portland Cement: ASTM C150 - Type I, gray, unless otherwise approved.
   1. Assume full responsibility for the quality and soundness of cement. Cement is to be of one type and from the same mill; it is to be of uniform color for all concrete with permanently exposed concrete finishes.

B. Requirements for concrete to receive densifier / hardener (but not polished): Comply with the most stringent requirements specified herein, or in structural notes, including:
   1. Limit fly ash and slag as a replacement for portland cement, as indicated for application.
   2. Limit use of curing compounds as indicated.
   3. Do not use incompatible admixtures.

C. Requirements for concrete to receive polished finish: Refer to Division 03, Section "Polished Concrete Floor Finishing", and notes in Structural Drawings as applicable, for additional information and requirements for concrete to receive polished finish. The most stringent requirements shall apply, including but not limited to the following:
   1. Air entrainment is not allowed in concrete to receive polished finish.
   2. Chemical admixtures, curing compounds, and other topical applications shall be used with concrete to receive polished ONLY IF they are chemically compatible with the polishing products and process and are specifically approved by the Architect and by the polishing system Manufacturer.

a. Concrete to be polished shall be only wet cured with potable water, unless otherwise approved by Architect.

3. Protection Requirements; Refer to Division 3, Section “Polished Concrete Floor Finishing.”

D. Admixtures: The following admixtures are permitted when approved in writing prior to use or are required as specified herein and shall be used in strict accordance with the manufacturer's specifications or recommendations:

E. Calcium chloride: Conform to ACI 301. The chloride ion level shall not exceed 0.3 percent.

F. Air-entraining admixtures: ASTM C260 shall be used to achieve the specified air content in all permanently exposed exterior concrete. For steel trowel interior slab finish, do not use air entrainment admixtures and total air entrainment must not exceed 3%. For steel trowel exterior slab finish, comply with ACI 318 and ACI 302.

1. Euclid: AEA-92 or Air Mix 200.

G. Water-reducing admixtures: Conform to ASTM C494, Type A, containing not more chloride ions than allowed in paragraph C., above.

1. Euclid: Eucon WR series or Eucon MR.

H. Water-reducing/accelerating admixtures: Conform to ASTM C494, Type C or E having long-term test results showing non-rusting on metal deck and reinforcing steel.

1. Euclid: Accelguard series.

I. Water-reducing/retarding admixtures: Conform to ASTM C494, Type D containing not more than 1 percent chloride ions.

1. Euclid: Eucon Retarder series.

J. High-range/water-reducing (HRWR) admixtures: Conform to ASTM C494, Type F or G super plasticizers containing 1 percent maximum chloride ions may be used with low slump (3 inches maximum) concrete to produce flowable concrete (up to 8 inches slump) with early strength gain and 28-day strengths equal to reference concrete. HRWR admixture may be used providing not more than 60 minutes is allowed from addition of admixture to final placement of concrete. HRWR admixture shall be used in concrete with a maximum water/ cement ratio of 0.50 or less and is suggested in the following:

1. In pumped concrete.
2. In concrete topping slabs
3. In lieu of the specified water-reducing admixture (Type A) where confinement of placing due to heavy reinforcement or narrow space requires flowable concrete.
4. Where more than 30 minutes is required between the addition of admixtures to final placement of the concrete, a combination of water-reducing, set controlling admixtures (ASTM C494, Types A, D, & E) as in Master Builders Company "Synergized Performance System" may be used.
   a. Euclid: Eucon 37 or Eucon 537.

K. Fly ash or granulated blast furnace slag shall be used as a substitute for 25 percent of Portland cement, except where limited by other applications, including the following:

L. Certification: Certification of the above requirements is required from the admixture manufacturer prior to mix design review and approval by the Architect. Upon request by the Architect, a qualified representative is to be provided to assure proper use of admixtures. Use of admixtures, other than listed above will be permitted only when approved.

M. Aggregates:
   1. Normal-weight concrete - ASTM C33. For slabs, also conform to combined aggregate grading recommendations of ACI 302 and ACI 302.1R, unless otherwise permitted.
   2. All concrete exposed to the weather shall conform to the limits of deleterious substances and physical properties of Table 3, ASTM C 33.
   3. Local aggregates: Local aggregates not complying with ASTM C33 but which have been shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to the Architect.
   4. Maximum size of coarse aggregates: ACI 301.
   5. Abrasive aggregates non-slip finishes: Fused aluminum oxide grits, or crushed emery, as abrasive for non-slip finish with emery aggregate containing not less that 40 percent aluminum oxide and not less than 25 percent ferric oxide. Use material that is factory-graded, packaged, rustproof, non-glazing, and unaffected by freezing, moisture, and cleaning materials.

N. Water: Clean and not detrimental to concrete; drinkable.

2.03 FINISHING MATERIALS

A. Cement Floor Leveling Compound: Camp's "Latex Mix" (Liquid Felt up to 1/8" over 1/8" mix with Portland Cement and Sand), as distributed by the Tichenor Company, Dallas, Texas or approved equal. Floor leveling compound may only be used where floor will not be exposed.

2.04 GROUT / MORTARS

A. Cement grout: Conform to ASTM C387 "Dry packaged mixtures" or:
   1. Mix at the site, in composition of one volume of Portland cement to 2-1/2 volumes of fine aggregate.
   2. Mix the materials dry; then add sufficient water to make the mixture flow under its own weight.
   3. Submittals: The following laboratory test results shall be submitted to show compliance with the requirements of this specification:
      a. Initial setting time: 8 hours maximum
      b. Vertical shrinkage: 0
      c. Compressive strength: 5000 psi 7 days
      d. Compressive strength: 7000 psi 28 days
   4. Field service: When required by the Architect, provide a qualified concrete technician employed by the Grout Manufacturer to assist in the initial grouting operations.
      a. Euclid: NS Grout or Hi Flow Grout or E3 Grout series.
      b. Sika: Sika Grout #212.

2.05 CURING MATERIALS

A. Method of curing shall be approved by the finish flooring applicator where finishes are indicated.

B. Wet Cure Blanket: Waterproof covering, for curing exposed finish concrete floors, shall be non-staining, reinforced with fibers, and conforming to the requirements of the current edition of ASTM C171-03, ASTM C171-97a, and AASHTO M171-00, standard specifications for sheet material for curing concrete slabs. McTech Group, Inc.; "UltraCure NCF", Loganville, GA (866) 913-8363, or comparable product by another Manufacturer.

C. Curing Compounds:

1. For Slabs not scheduled for Chemical Hardener: Clear Bond as made by Guardian Chemical Co., Acri-Seal as made by Toch Bros., Dress and Seal as made by L & M Construction Chemicals, MasterKure as made by Sonneborn, or Res-X Cure by Burke Concrete Accessories.
2. For Slabs to be Chemically Hardened: Do not use film-forming curing compounds. Where curing compound is required, a non-film-forming curing compound chemically compatible with the hardener may be used, if first approved by the chemical hardener Manufacturer Dissipating liquid membrane-forming compounds for curing concrete; Conform to ASTM C309, Type 1. Curing compound shall be compatible with floor sealer or finish used. Low VOC. At polished concrete finishes, use of curing compounds is not allowed unless specifically approved by the Architect and polishing system Manufacturer.
    a. Euclid: VOX Kurex DR series; waterborne products.
    b. W.R. Meadows: 1100 series.
    c. L&M Construction Chemicals: Cure R.
    d. Division 01 Section - Product Requirements: Product options and substitutions. Substitutions: Permitted.

D. Evaporation retarder: "MasterKure ER 50" by BASF or equal; spray applied liquid film for hot weather finishing.
1. Do not use evaporation retarder at slabs to be densified, unless specifically approved for compatibility by the densifier manufacturer.

E. Water: Potable.

2.06 SEALERS AND DENSIFIER / HARDENERS

A. Exterior Sealers: applied to horizontal concrete surfaces permanently exposed to salts, deicer chemicals and moisture, including parking decks. The manufacturer shall provide a 5-year labor and materials Warranty on performance of the sealer. Sealer shall be compatible with the curing compound used.
1. Euclid: Eucoguard or Diamond Clear or Super Diamond Clear.
2. ChemREX: Hydrozo Clear 40.
3. Substitutions: Permitted.

B. Floor Sealing Compound: "Master Seal 330" by Master Builders, Cleveland, Ohio or approved equal.

C. Concrete Densifier / Sealer for Interior Concrete: Coordinate requirements of hardener/densifier products with concrete mix designs and chemical admixtures and curing methods. These products are chemically reactive with the free lime in concrete and performance and appearance will be adversely affected by chemicals that react with lime or that impede the ability of the hardener/densifier to react. Do not use chemical admixtures or curing compounds unless specifically approved in writing.
1. Exposed concrete floor slabs, not indicated for polished finish or with light broom finish: Two- or Multiple-Coat, spray-applied, hardener/densifier. Chemical reactive magnesium fluorosilicate formulation with chemical resistant properties to alkali, acids, oils and salts, and does not substantially change appearance of concrete surfaces. Provide one of the following or approved equal product by another Manufacturer:
    a. BASF; "MasterKure HD 300 WB".
    b. Euclid Chemical Co; "Surf-Hard".
2. Exposed concrete floor slabs with smooth troweled finish: One coat flood-applied, hardener/densifier. Chemical reactive silicate / siliconate formulation that enhances sheen level of troweled concrete and is designed to mainatin or increase sheen level over time with normal wear. Provide one of the following or approved equal product by another Manufacturer:
    a. CureCrete Chemical Company; "Ashford Formula", www.ashfordformula.com.
    b. Dayton Superior; "Sure-Hard Densifier J17", www.daytonchemical.com.

c. Euclid Chemical Company; "Euco Diamond Hard", www.euclidchemical.com.
d. L&M Construction Chemicals: "Seal Hard", www.lmmc.com.

3. Refer to Division 03 "Polished Concrete Floor Finishing" for floor polishing system.

2.07 JOINTS AND EMBEDDED ITEMS:

A. Construction and Contraction Joints: Comply with ACI 301 and recommendations of ACI 302.1R. Sealant shall be two-part semi- rigid epoxy, and shall have minimum Shore A Hardness of 80 when measured with ASTM D2240. A product that complies with these requirements is "Euco 700", as manufactured by The Euclid Company, Cleveland, OH (800) 321-7628.

B. Isolation Joints: Fillers shall consist of 1/8 inch width strips of neoprene, synthetic rubber, or approved substitute, extending the full depth of the slab. Sealant shall be two-part elastomeric type, polyurethane base.

2.08 MISCELLANEOUS MATERIALS

A. Expansion Joint Material: Preformed expansion joint material conforming to ASTM D-1751.

B. Drilled Anchor Bolts: Shall be “Titen HD" bolts as manufactured by Simpson Strong-Tie.; "Kwik HUS-EZ", by Hilti Fastening Systems; or approved equal.

C. Rust Inhibitor: For field application to metal accessories shall be Hi-Build Epoxoline manufactured by the Tnemec Co., Inc., Kansas City, Missouri or approved equal.

D. Epoxy for Patching: Shall be a two-component polymer modified cementitious system equal to Sikatop series as manufactured by Sika Chemical Corp., Lyndhurst, New Jersey or approved equal. Sikatop product selected shall be appropriate for intended repair and shall be approved by Architect.

E. Accessories: AC315 Galvanized chairs, stools, spacers, etc. shall be by Superior Manufacturing Co., or equal.

F. Waterstop: Preformed flexible PVC CRD-C-572-74. waterstop for embedding in concrete to prevent passage of fluids through joints. Factory-fabricate corners, intersections and directional changes. Acceptable manufacturers include:
1. Sika Corporation
2. W. R. Meadows
3. Or approved equal.

2.09 VAPOR RETARDER

A. Provide cover over prepared soil, below aggregate base material at slabs-on-ground and over void forms unless otherwise noted on the plans. Use only materials which are resistant to decay when coated in accordance with ASTM E154.

B. Vapor Retarder: Class A, Polyethylene sheet not less than 10 mils thick, Acceptable manufacturers include:
a. Stego Industries
b. Fortifiber Building Systems Group

c. Raven Industries
d. Or approved equal.

2.10 PROPORTIONING

A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If laboratory trial batch method is used, use an independent testing facility acceptable to Architect for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing and inspection unless otherwise acceptable to Architect.

B. Submit written reports to the testing laboratory of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed and approved. Include the following information for each concrete mix design:
   1. Method used to determine the proposed mix design.
   2. Gradation of fine and coarse aggregates, plus combined aggregate gradation for slabs, ACI 302.
   3. Proportions of all ingredients including all admixtures added either at the time of batching or at the job site.
   4. Water-cement ratio.
   5. Slump, ASTM C143.
   6. Certification of the chloride content of individual admixtures and of the mixes as proposed.
   7. Air Content: ASTM C173 (Volumetric Method).
   8. Unit weight of concrete, ASTM C138.
   9. Strength at 4, 7, and 28 days, ASTM C39.
   10. Method of recording batch proportions.
   11. Substantiating test reports.

C. Concrete types and strengths: Minimum 28 Day Compressive Strength shall be per design requirements but not less than:
   1. Slabs on ground, walls, drilled piers: 3,000 psi.
   2. Slabs on void forms: 4,000 psi
   3. Normal or Lightweight concrete on metal deck: 3,000 psi.
   4. All concrete exposed to weather shall be air entrained (ASTM C260).
   5. All concrete shall be normal weight unless noted otherwise.
      Also, see general and specific notes on structural drawings.

D. Weights: All concrete shall be normal-weight concrete unless otherwise designated on the structural drawings.

E. Durability: Conform to ACI 301.
   1. All concrete exposed to potentially destructive weathering, such as freezing and thawing, or to de-icer chemicals is to be air-entrained, 4.5% ± 1.5%, six sacks cement/cu. yd. min., 4" max. slump.
   2. Water-cement ratio: For concrete subject to freezing and thawing or deicer chemicals, the water-cement ratio shall not exceed 0.53 by weight including any water added to meet specified slump in accordance with the requirements of ASTM C94 unless otherwise noted.

F. Slump: Conform to ACI 301.
   1. 4 ½ inch maximum for consolidation by vibration
   2. 5 inch maximum for consolidation by other methods

3. 8 inch maximum for flowable concrete. Concrete containing HRWR admixture (super plasticizer): 3 inch maximum before addition of HRWR
4. Where field conditions require slump to exceed that specified above, the increased slump shall be obtained by the use of a superplasticizer only, and the Contractor shall obtain written approval from the Architect who may require an adjustment to the mix.

G. Production of concrete: Conform to ACI 301:
1. Ready-mixed concrete:
   a. Ready-mixed concrete shall be batched, mixed, and transported in accordance with ASTM C94.
   b. All concrete shall be proportioned conforming to the approved mix designs and of the materials contained in those approved mixes. A certified copy of the design weights for each mix shall be kept at the producing plant for each class of concrete used on the project.
   c. Plant equipment and facilities are to conform to the "Check List for Certification of Ready - Mixed Concrete Production Facilities" of the National Ready-Mixed Concrete Association and have NRMCA or approved certification within the past year.
2. All other concrete: Conform to ACI 301
3. Concrete produced by on-site volumetric batching and continuous mixing if approved shall conform to ASTM C685.
4. Use of accelerating admixtures in cold weather and retarding admixtures in hot weather shall not relax placement requirements specified herein.
5. Admixtures: ACI 301. All concrete placed at ambient temperatures below 50˚F is to contain an approved accelerator. All concrete placed at ambient temperatures above 80˚F is to contain an approved retarder. All concrete required to be air-entrained is to contain an approved air-entraining admixture. When improved workability, pumpability, lower water-cement ratio, or high ultimate and/or early strength is required, the HRWR admixture (super plasticizer) may be used.
6. Ensure air content for slabs with steel trowel finish is less than 3%. The concrete shall be of such consistency and composition that it can be worked readily into the corners and angles of the forms and around reinforcement without permitting materials to segregate or free water to collect on the surfaces. Within the limiting requirements, adjust the consistency of the concrete as may be necessary to produce mixtures which will be placeable with reasonable methods of placing and compacting. Maintain on the job at all times adequate extra cement to be used at rate of 1/2 sack cement per cubic yard concrete for each 2" slump increase for corrections due to wetness desired or obtained. No water shall be added to concrete except under the direct awareness of the project inspector.
7. Adjustments to concrete mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant at no additional cost to Architect. Laboratory test data for revised mix design and strength results must be submitted and accepted before using in work.

2.11 FORMWORK

A. Division 03 Section - Concrete Forms and Accessories

2.12 REINFORCING MATERIALS

A. Division 03 Section - Concrete Reinforcement

PART 3 - EXECUTION

3.01 EXAMINATION

A. Division 01 Section - Execution Requirements: Verification of existing conditions before starting work.

B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.

C. Report in writing to Architect prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.02 INSTALLATION - GENERAL

A. Install all cast-in-place concrete work in accordance with ACI 301 except as herein specified.

3.03 INSTALLATION - FORMWORK

A. Division 03 Section - Concrete Forms and Accessories

B. Construction and Contraction Joints: Conform to ACI 301 and recommendations of ACI 302.1R.

3.04 REINFORCEMENT

A. Placement: Division 03 Section - Concrete Reinforcement

3.05 CONCRETE (CONVEYING AND DEPOSITING)

A. Placement: Conform to ACI 301:
   1. Maintain concrete cover around reinforcing as specified herein and ACI 301.
   2. Pumping concrete: ACI 304.2-R.
   3. Cold-Weather Placement: Comply with provisions of ACI 306.1 "Standard Specifications for Cold-Weather Concreting" and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
   4. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
      a. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
      b. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.
   5. Hot-Weather Placement: When hot weather conditions exist that would impair quality and strength of concrete, place concrete complying with ACI 305R "Standard Specification for Hot-Weather Concreting" and as specified.
      a. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 deg F (32 deg C). Mixing water may be chilled or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

b. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.
c. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without puddles or dry areas.
d. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Architect.

B. Protection of cast concrete: Conform to ACI 301.

C. Where the use of synthetic fibers is specified, fibers shall be added at a rate of 5.0 million fibers per cubic yard.

D. Repair of surface defects: ACI 301.
1. Inspect concrete surfaces immediately upon removal of forms. Patch imperfections as needed or as directed by the Architect.
2. Modify or replace concrete not conforming to required thickness, lines, details, and elevations.
3. Repair or replace concrete with excessive honeycombing and other defects due to improper placement. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.
4. Tie holes shall be filled solid with patching mortar.

3.06 FINISHING

A. Finishing of formed surfaces: ACI 301:
1. Tops of forms:
a. Strike concrete smooth at tops of forms.
b. Float to texture comparable to formed surfaces.
2. Formed surfaces:
a. Permanently exposed surfaces and surfaces to be painted: ACI 301 - "Smooth Form Finish" with the fins ground smooth and air holes or honeycomb filled with mortar.
b. Surfaces in unfinished areas unexposed to public view: ACI 301- "Rough Form Finish".

B. Slabs: Minimum slab surface tolerance must satisfy ACI 301 and ACI 302.1R as measured in accordance with ASTM E1155.
1. Slabs-on- ground:
a. Preparation of sub-grade: Compact stone base aggregate to thickness indicated on drawings. Roll poof stone screenings topping to provide smooth hard surface on which to place slab. Surface should not show footprints or truck tracks when driven over.
b. Place floor slabs-on- ground by "strip cast" method. Contraction joints where shown on drawings shall be saw-cut (as soon as slab has set enough to allow working on but not before it has set enough to prevent raveling) 1/4 of the depth of slab thickness. It is recommended to use a SOFF-CUT saw and blades (between 1 to 4 hours after finish typically with 1 inch minimum depth) for all contraction joints as per manufacturer recommendations.
c. For exposed slabs, install semi-rigid epoxy sealant in construction and contraction joints after slab has fully dried.
d. Separate slabs-on- ground from vertical surfaces with 1/2 inch-thick joint filler. Extend joint filler from bottom of slab to within 1/8 inch of finished slab surface.

e. Allowable tolerance for slab on grade surfaces, measured in accordance with ACI 117 and ASTM E1155, shall meet or exceed an overall value of FF35/Fl25, with minimum local value of FF24/FL17.

2. Suspended Floor Slab:
   a. Minimum surface tolerances: FF25 & FL20 overall FF20 & FL15 local.

C. Float Finish:
   1. Locations: All concrete surfaces under mud-set tile or pavers.
   2. Finishing: After concrete has stiffened sufficiently and bleed water has evaporated, the surface shall be wood floated to produce a uniform texture with no coarse aggregate visible. Apply sufficient pressure to bring the moisture to the surface.

D. Trowel Finish:
   1. Locations: All concrete surfaces under:
      a. Thin set tile
      b. Carpets
      c. Vinyl floor tile
      d. Exposed concrete
      e. Typical unless noted otherwise
   2. Troweling: Steel trowel not less than two passes. Begin troweling with power trowel as soon as little or no cement sticks to the blades. Dusting with dry cement or aggregate to stiffen mix or absorb moisture is not allowed. The concrete shall then be hand troweled or machine troweled to produce a smooth impervious surface for the purpose of burnishing.

E. Broom Finish:
   1. Locations: Exterior stairs, ramps, walks and other locations where noted on the drawings.
   2. Finishing: Same method as specified for trowel finish, except after initial troweling brush concrete surfaces with a soft brush or broom to texture as specified by the architect.

F. Power Machine Finishing: In place of hand finishing, the Contractor may use a power machine approved by the Architect for finishing the concrete surfaces for finishing the concrete surfaces. However, the preparation of concrete surfaces for finishing by machine shall be, in general, as hereinbefore required for hand finishing.

G. Non-slip Finish: Apply abrasive aggregate at the rate of 25 lbs. per 100 SF per manufacturer's instructions in areas specified.

3.07 CURING AND PROTECTION

A. Protect all freshly placed concrete from washing by rain, flowing water, etc. Do not allow concrete to dry out from the time it is deposited in the forms until the expiration of the curing period hereinafter specified. The methods of curing shall be as specified in the following paragraphs, unless otherwise authorized by the Architects.

B. Concrete surfaces, not otherwise specified, shall be cured by being kept wet with clean water for a period of not less than seven (7) days after placing. Each day the forms are left in place and kept wet enough to prevent the opening of joints in the forms and the drying out of the concrete, will be counted as one (1) day of curing.

C. In lieu of the wetting specified above, the Contractor may, use a non-bituminous liquid sealing and curing compound to seal the moisture in the concrete. Such material shall not, however, be applied to surfaces which are to receive further concrete, mortar, resilient tile or liquid vinyl coating. Curing liquid, if used, shall be applied in conformity with the recommendations of the

manufacturer of the material approved for use, and to sufficient extent to effectively hold the moisture in the concrete. The use of such material shall not relieve the Contractor of the responsibility of protecting all floor slabs, platforms, and steps whenever any scaffolding, shoring, form work, masonry, concrete or other work is being done over or above finished concrete slabs.

D. Permanently exposed concrete floors shall be cured by covering the entire surface, as soon as practical after finishing, with waterproof paper, laid with four-inch (4") lapped joints. The joints shall be covered with gummed tape or be glued with waterproof glue. Such covering shall remain in place until completion of the building, except on surfaces where ceramic tile is to be applied, in which cases the covering shall be removed after a period of seven (7) days has elapsed after the placing and finishing of the concrete. Tears in paper shall be repaired.

E. Imperfect or damaged work, or any material damaged or determined to be defective before final completion and acceptance of the entire job, shall be satisfactorily replaced at the Contractor's expense, and in conformity with all of the requirements of the Drawings and Specifications. Removal and replacement of concrete work shall be done in such manner as not to impair the appearance or strength of the structure in any way.

F. Cleaning: Upon completion of the work, all forms, equipment, protective coverings and any rubbish resulting therefrom shall be removed from the premises. Finished concrete surfaces shall be left in a clean condition, satisfactory to the Owner. After sweeping with an ordinary broom and removing all mortar, concrete droppings, loose dirt, mud, etc., wash all concrete floors and platforms with soapsuds and scrub with a stiff fiber brush. Mop up the suds and flush the surfaces with clean water. Provide adequate measures during scrubbing, mopping, and flushing operations to keep excessive or injurious amounts of water off resilient tile floors. Any damage to such floors shall be promptly, effectively and satisfactorily repaired.

3.08 PATCHING AND REPAIR

A. Comply with ACI 301 and ACI 503.2 for standard specifications for bonding plastic concrete to hardened concrete with a multiple component epoxy adhesive.

B. Remove honeycomb voids, cracks, and irregularities. Where repair is required, cut back defects not less than 1/2" with square edges, brush out, drench with water and fill with concrete of same mix from which coarse aggregate is removed. When cut-outs have been filled, trowel surface smooth, remove excess grout and after set, grind slightly to uniform color and appearance using neat Portland Cement applied with a power grinder wheel.

3.09 GROUTING

A. After steel columns have been installed and leveled, grout the space between the bottom of the plate and concrete, using cement grout completely filling the space and forming solid bearing for the column base plate.

3.10 EVALUATION AND ACCEPTANCE OF CONCRETE

A. Comply with ACI 301.

3.11 ACCEPTANCE OF STRUCTURE

A. Comply with ACI 301.

3.12 MISCELLANEOUS CONCRETE

A. Curbs: Provide monolithic finish to interior surface of curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

B. Equipment bases and foundations: Provide machine and equipment bases and foundations as shown on drawings. Set anchor bolts for machines and equipment with template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.

3.13 FIELD QUALITY CONTROL

A. Materials and operations shall be tested and inspected as work progresses. Failure to detect defective work shall not prevent rejection when defect is discovered, nor shall it obligate the Architect for final acceptance.

B. Testing agencies shall meet the requirements of "Recommended Practice for Inspection and Testing Agencies for Concrete and Steel in Construction" ASTM E 329.

C. The following testing services shall be performed by the testing laboratory:
   1. Secure concrete samples in accordance with "Method of Sampling Fresh Concrete" ASTM C172-.
   2. Mold and cure four specimens from each sample in accordance with "Method of Making and Curing Concrete Compression and Flexural Specimens in the Field" ASTM C31-. The cylinders shall be stored in the field for 24 hours and then transported to the laboratory to be cured.
   3. Test specimens in accordance with "Method for Test for Compressive Strength of Molded Concrete Cylinders" ASTM C39-. Two specimens shall be tested at 28 days for acceptance and one shall be tested at 7 days for information. One specimen shall be held for future testing, if required.
   4. Make one strength test (four cylinders) for each 100 cu. yd. or fraction thereof, of each mix design of concrete placed in any one day.
   5. Determine total air content of air entrained normal weight concrete for each strength test in accordance with ACI 231.
   6. Report test results in writing to the Architect and Structural Engineer on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of contractor, name of concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day test and 28-day tests, air content.
   7. Determine slump for each strength test and whenever consistency of concrete appears to vary, using "Method of Test for Slump of Portland Cement Concrete" ASTM C143.
   8. Determine temperature of concrete sample for each strength test.

D. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained. Test to determine adequacy of concrete will be by cored cylinders complying with ASTM C42. Contractor shall pay for such test conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

E. Monitor the addition of water at the jobsite and the length of time concrete is allowed to remain in the truck before placement.

F. Testing non-shrink grout: Make one strength test for every 10 baseplates grouted.

G. The Contractor shall provide and pay for the necessary testing services of the following:
   1. Qualification of proposed materials and the establishment of mix designs in accordance with "Building Code Requirements for Structural Concrete" ACI 318.
   2. Other testing services needed or required by the Contractor.

H. To facilitate testing and inspection, the contractor shall:
   1. Furnish necessary labor to assist testing agency in obtaining and handling samples at the job site.
   2. Advise the testing agency in advance of operations to allow for the assignment of testing personnel and testing.
   3. Provide and maintain for the use of the testing agency adequate facilities for proper curing of concrete test specimens on the project site in accordance with "Methods of Making and Curing Concrete Compression and Flexural Specimens in the Field" ASTM C31.

I. Evaluation and acceptance:
   1. The strength level of the concrete will be considered satisfactory if the averages of all sets of three consecutive strength test results equal or exceed specified strength and no individual test result (average of two cylinders) is below specified strength by more than 500 psi.
   2. Completed concrete work will be accepted when the requirements of "Specifications for Structural Concrete for Buildings" ACI 301, Chapter 18 have been complied with.
   3. In any case, where the average strength of the laboratory control cylinders, as shown by the tests for any portion of the structure, falls below the minimum specified ultimate compressive strength, the Architect shall have the right to require the Contractor to provide improved curing conditions of temperature and moisture to secure the required strength. Also, if the average strength of the laboratory control cylinder should fall so low as to cause the portions of the structure to which the respective unsatisfactory test reports apply to be in question by the Architect, the Contractor shall follow the core procedure set forth in the current edition of ASTM C42. If the results of the core tests indicate, in the opinion of the Architects, that the strength of the structure is inadequate, such replacement, load testing, or strengthening as may be ordered by the Architects shall be provided by the Contractor without cost to the Owner.

J. Reports: The testing laboratory shall make reports to the following:
   Concrete supplier - 1 copy
   Contractor - 1 copy
   Owner - 1 copy
   Architect - 1 copy
   Structural Engineer - 1 copy
   1. Reports shall be made and distributed immediately after the respective tests or inspections are made.
   2. Where reports indicate deviations from the Contract Documents, they shall also include a determination of the probable cause of the deviation and where applicable, a recommendation for corrective action.
   3. Wherever the testing laboratory recognizes a trend of decreasing quality in the concrete due to changing reasons, conditions of curing or other cause; this shall be brought to the attention of the Architect, along with a recommendation for corrective action to be taken before the materials fall below the requirements of these Specifications.

K. Authority & Responsibilities of the Testing Laboratory

1. The laboratory representative shall immediately notify the Architect and the Contractor of any deviance from Specifications and approved design mixes observed at the mixing plant or the job site.
2. If, in the opinion of the laboratory representative, the deviance observed will be probable cause for subsequent rejection of the material, he shall so inform the Contractor and Architect so that a timely decision as to whether or not to continue operations can be made.
3. Subsequent to on-the-spot verbal notification, the laboratory shall file a written report of any deficiencies or deviance noted including a summary of conversations and decisions made and action taken at the time in accordance with Paragraph 1.
4. The testing laboratory shall control field adjustments made to concrete mixes to compensate for field conditions and report same in accordance with Paragraph H.

END OF SECTION 03 3000

SECTION 22 0500
COMMON WORK REQUIREMENTS FOR PLUMBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. See General Conditions and Supplementary Conditions.

B. The requirements listed under General Conditions and Supplementary Conditions and the General Requirements are applicable to this section and all subsequent Sections of Division 22 and form a part of the contract.

C. See Division 23 for Heating, Ventilating & Air Conditioning (HVAC) Systems.

D. See Division 26 for Electrical Systems.

E. All electrical work, regardless of voltage which is provided under Division 22 shall comply with the requirements of the National Electric Code (NEC) and Division 26.

1.2 SCOPE OF WORK

Provide all labor, materials, tools, machinery, equipment, supplies, transportation, storage, utilities, appliances, drayage, hauling, hoisting, excavation, backfill, supervision, and services necessary to complete the Plumbing work under this Contract. Pay all fees, tap charges, meter charges, permits, licenses, inspections, and special fees assessed by the local utilities and local authorities having jurisdiction. Coordinate work with the work of the other trades so as to resolve conflicts without impeding job progress.

Examine the Architectural, Structural, Mechanical, Plumbing, and Electrical Drawings and other Divisions, and Sections of the Specifications in order to determine the extent of Work required to be completed. Failure to examine all the Contract Documents for this Project will not relieve the Contractors of the responsibility to perform all the Work required for a complete, fully operational and satisfactory installation.

The work includes but is not limited to the following systems, equipment, and services:

1. Tagging and identification of equipment, valves, piping, and conduit, etc.
2. Packaged electric generating system.
3. Connection of all equipment furnished under other Divisions and/or by the Owner.
4. All water services for the building.
5. All sewer services for the building.
6. All electric services for the building.
7. Furnishing of Shop Drawings, Product Data and Samples.
8. Furnishing of Record Drawings.
9. Start-up, testing, balancing, and adjusting of systems as specified in this Division.
10. Furnishing of operating and maintenance books.
11. Miscellaneous items as required for complete and functioning systems as specified, as indicated on the Drawings, and as required.
12. All systems, equipment, and services specified shall be furnished and installed complete and ready to use.

1.3 CODES AND PERMITS

A. If applicable, the fire suppression shall be performed in strict accordance with the applicable provisions of the International Building Code, 2021 Edition; the International Plumbing Code, 2021 Edition; the International Mechanical Code, 2021 Edition and the International Fire Code, 2021 Edition as adopted and interpreted by Williamson County and the National Fire Protection Association (NFPA Regulations), current adopted edition, regarding fire protection, heating and ventilating and air conditioning systems and electrical systems. All materials and labor necessary to comply with rules, regulations and ordinances shall be provided. Where the drawings and/or specifications indicate materials or construction in excess of code requirements, the drawings and/or specifications shall govern. The Contractor shall hold and save the Architect and Engineer free and harmless from liability of any nature or kind arising from his failure to comply with codes and ordinances.

B. Permits necessary for performance of the work shall be secured and paid for by the Contractor. All utility connections, extensions, and tap fees shall be paid for by the Contractor, unless otherwise specified herein.

C. The following lists some applicable codes and standards that shall be followed.

- Applicable county and state mechanical, electrical, gas, plumbing, health and sanitary codes, laws and ordinances.
- National Electrical Code
- Underwriters Laboratories, Inc. Standards
- American National Standards Institute
- American Society for Testing Materials Standards
- Standards and requirements of local utility companies.
- National Fire Protection Association Standards including but not limited to NFPA-1, NFPA-101, NFPA-13
- American Society of Mechanical Engineers Boiler and Pressure Vessel Codes
- Occupational Safety and Health Act
- Commercial and Industrial Insulation Standards (MICA)
- American Gas Association
- The American Society of Sanitary Engineering

1.4 RECORD DRAWINGS

A. The Contractor shall be responsible to maintain a complete and accurate set of marked up drawings showing information on the installed location and arrangement of all plumbing work, and in particular, where changes were made during construction. The Contractor shall be responsible for keeping record drawings accurate and up to date throughout the construction period. The Contractor shall include copies of all addenda, RFI's, bulletins, and change orders neatly attached to record drawing set.

B. After installation and acceptance of direct buried underground piping and service lines in trenches, the Contractor shall take 'as-built' measurements, including all depths, prior to commencement of backfilling operations. It will not be sufficient to check offline locations. Definite measurements shall be taken for each service line. The location of buried piping and trench service lines shall be shown on the drawings and dimensioned from fixed points.

1.5 QUALIFICATIONS

A. All mechanics shall be skilled in their respective trade.

B. All welders shall be certified in accordance with the ASME Boiler Test Code, Section IX, latest issue.

1.6 QUALIFICATION PROCEDURES

A. The storage, handling, and transportation of all refrigerants, oils, lubricants, etc. shall be accomplished in strict compliance with all State, local, and Federal Regulations including all requirements set forth by the Environmental Protection Agency (EPA) for the safe handling of regulated refrigerants and materials. The Contractor shall utilize qualified and/or certified personnel and equipment as prescribed by these requirements.

1.7 HAZARDOUS CONDITIONS

A. Protruding metal (bolts, steel angles, etc.) potentially hazardous to maintenance and operation personnel, shall be cut back and/or protected to reduce the risk of injury.

1.8 HAZARD SIGNS

A. Equipment rooms, fan plenums, and similar areas containing moving or rotating parts, or other potentially hazardous environments shall include signs on all doors entering such spaces that shall read similar to the following: "Hazardous Area - Authorized Personnel Only."

B. Confined Spaces: Areas designated by OSHA Standard 1910.146 as a confined space shall be marked with a sign that reads "Confined Space - Entry by authorized personnel only, by permit."
   1. "Confined Space" means a space that:
      a. Is large enough and so configured that an employee can bodily enter and perform assigned work; and
      b. Has limited or restricted means for entry or exit (for example, tanks, vessels, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and
      c. Is not designed for continuous employee occupancy.

C. The Contractor shall survey the final premises to determine where any such potentially hazardous areas exist. If the Contractor feels that hazards exist which cannot be suitably provided for through the above typical methods, he shall forward in writing his concerns, and request for a decision concerning the referenced hazard, prior to the final inspection of the facilities.

1.9 SUBMITTALS

A. The Contractor shall submit submittal brochures of all equipment, fixtures and materials to be furnished under Division 22, including but not limited to the following:
   1. Piping materials, valves, insulation materials and installation methods, vibration isolation devices, pipe penetration installation methods and products for fire rated assemblies, and all plumbing equipment listed on equipment schedules, and in related construction documents.
   2. Materials, certification, shop drawings, and other information as specified in the

individual Division 22 Specification Sections within this Specification.

B. Unauthorized Substitutions: If substitute materials, equipment or systems are installed without prior review or are installed in a manner which is not in conformance with the requirement of this Specification and for which the Contractor has not received a written review, removal of all the unauthorized materials and installation of those indicated or specified shall be provided at no change in contract amount.

C. All equipment shall be installed in accordance with the manufacturer's recommendations. Provide all accessories and components for optimum operation as recommended by the manufacturer.

D. Expense: All costs for the preparation, correction, delivery, and return of the submittals shall be borne by the Contractor.

E. Submittals and one resubmittal will be reviewed by the Architect/Engineer. If the Contractor fails to provide the required data with his second submittal, he will be charged for the third and subsequent reviews.

F. Complete data must be furnished showing performance, quality and dimensions. No equipment or materials shall be purchased prior to receiving written notification that submittals have been reviewed and marked either "NO EXCEPTIONS TAKEN" or "EXCEPTIONS AS NOTED." Submittals returned marked "EXCEPTIONS AS NOTED" do not require resubmittal provided that the Contractor agrees to comply with all exceptions noted in the submittal, and so states in a letter.

G. Review of Submittals: Submittals will be reviewed with reasonable promptness, but only for conformance with the design concept of the Project and for conformance with the information indicated on the Drawings and stated in the Specifications. Review of a separate item as such will not indicate review of the assembly in which the item functions. Review of submittals shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, nor for errors or omissions in the submittals; or for the accuracy of dimensions and quantities, the adequacy of connections, and the proper and acceptable fitting, execution, functioning and completion of the work. Review shall not relieve the Contractor of
responsibility for the equipment fitting within the allotted space shown on the drawings with all clearances required for equipment operation, service and maintenance including minimum clearances required by applicable codes, manufacturer's installation instructions and as necessary for proper clearance in front of all electrical panels as defined by the National Electric Code (NEC). Any relocation of plumbing and/or electrical equipment, materials and systems required to comply with minimum clearances shall be provided by the Contractor without additional cost under the Contract.

H. Shop drawings will be returned unchecked unless the following information is included: cover sheet shall be provided for each submittal of equipment, products and material proposed for use on the project. A common cover sheet for similar equipment (example: all air handling units or all fire protection products) is acceptable. The cover sheet shall list equipment by symbol number; reference all pertinent data in the Specifications or on the drawings; provide size and characteristics of the equipment, name of the project and a space large enough to accept a review stamp. The data submitted shall reflect the actual equipment performance under the specified conditions and shall not be a copy of the scheduled data on the drawings. Cover sheet shall clearly identify any deviations from the

specifications for submitted equipment, products, and materials.

I. Use of substitutions reviewed and checked by the Engineer does not relieve the Contractor from compliance with the Contract Documents. Contractor shall bear all extra expense resulting from the use of any substitutions where substitutions affect adjoining or related work required in this Division or other Divisions of this Specification.

J. If Contractor substitutes equipment for that drawn to scale on the drawings, he shall prepare a 1/4" = 1'-0" installation drawing for each equipment room where a substitution is made, using dimensions of substituted equipment, and including piping, and electrical equipment requirements, to verify that equipment will fit space with adequate clearances for maintenance. This 1/4" = 1'-0" fabrication drawing shall be submitted for review with the shop drawing submittals of the substitution. Failure to comply with this requirement will result in the shop drawings being returned unchecked.

1.10 COORDINATION DRAWINGS

A. The Contractor shall, in advance of the work, prepare coordination drawings for:
1. Equipment rooms, and other spaces housing plumbing and lab gas systems equipment, etc.
2. Piping and chases.
3. Complete plumbing piping systems located within the building.
4. Layout of all plumbing equipment.

Show the location of piping openings through the building floors, walls and roofs coordinated with Architectural and Structural, as well as the location and elevations of building fire suppression equipment and systems, including piping, coordinated with HVAC, controls, plumbing, fire suppression, fire alarm, and electrical systems. Coordination drawings, including plans, elevations and sections, as appropriate, shall clearly show the manner in which the plumbing systems fit into the available space and coordinates with HVAC and plumbing equipment, ductwork, piping, sprinkler heads, and electrical equipment, including conduits, light fixtures, motor control centers, transformers, panels, variable frequency drives, etc. Drawings shall demonstrate required code clearances for mechanical and electrical equipment, control panels, etc., and proper operation, maintenance and replacement of plumbing devices and equipment. Coordination drawings shall be of appropriate scale to satisfy the previously stated purposes, but not smaller than 1/8-inch scale for floor plans and 1/4 scale of equipment rooms and chase areas. Drawings may be composite or may be separate but fully coordinated drawings of the same scale. Every subcontractor must sign-off on coordination drawings prepared by each craft. Failure to sign-off will indicate that subcontractor is proceeding at his own risk. Any cost required to relocate systems to comply with required clearance and equipment installation requirements shall be provided by the Contractor without additional cost under the contract.

B. Coordination drawings shall be submitted prior to the scheduled start of the work in the area illustrated by the drawings, for the purpose of showing the Contractor's planned method of installation. The objectives of such drawings are to promote carefully planned work sequence and proper coordination, in order to assure the expeditious solutions of problems, and the installation of lines and equipment as contemplated by the contract documents while avoiding or minimizing additional costs to the Contractor and to the Owner.

C. In the event the Contractor, in coordinating the various installations and in planning the method of installation, finds a conflict in location or elevation of any of the plumbing

systems, with the structural items or with other construction items, such conflicts shall immediately be documented and submitted for clarification. In doing so, the Contractor shall explain the proposed method of solving the problem or shall request instructions as to how to proceed if adjustments beyond those of usual trades coordination are necessary.

D. Installation of plumbing work shall not proceed prior to the submission and completion of the review of the coordination drawings, and any conflicts which are disclosed by the coordination drawings. It is the responsibility of the Contractor to submit the required drawings in a timely manner consistent with the requirements for completing the work covered by this contract within the prescribed contract time.

1.11 USE OF BIM OR CAD FILES

A. Under certain conditions, the Contractor will be permitted the use of the Engineer's BIM or CAD files for documentation of as-builts, submittals, or coordination drawings.

B. The Engineer may require compensation for the time necessary to format the CAD files delivery to the Contractor. Such work will include removal of title blocks, professional for seals, calculations, proprietary information, etc.

C. The Contractor shall complete the enclosed License, Indemnity and Warranty Agreement, complete with contractor's name, address, and Contractor's Representative signature prior to request for BIM or CAD file usage.

1.12 PRIOR APPROVAL

A. Identification of Division 22 equipment, and materials listed within this specification and in the Equipment Schedules on the drawings, which are identified by Manufacturer’s Name, Trade Name, and/or Model Numbers are generally not meant to give preference to any manufacturer but are provided to establish the design requirements and standards. Additional manufacturers may be submitted utilizing the Substitution Request Form. Engineer will make final determination if the substitution is accepted.

B. Requests for proposed substitutions shall be accompanied with catalog and technical data. Actual equipment components and options shall be highlighted and any discrepancies with the specified equipment noted.

C. Requests for proposed substitutions for unspecified Division 22 major items of equipment, and materials shall be submitted by the manufacturer, supplier, and/or sub-contractor for review. Division 22 prior approval requests shall be submitted and received not later than ten (10) calendar days prior to the bid date.

D. Requests for prior approval received after the specified due date may not be considered.

1.13 GUARANTEE-WARRANTY

A. The following guarantee is a part of the specifications and shall be binding on the Contractor:
"The Contractor guarantees that this installation is free from defects. He agrees to replace or repair any part of the installation which may fail within a period of one year after date established below, provided that such failure is due to defects in the materials or workmanship or to failure to follow the specifications and drawings. Warranty of the Contractor-furnished equipment or systems shall begin on the date the system or equipment is placed in operation for beneficial use of the Owner or occupancy by the Owner,

whichever occurs first; such date will be determined in writing, by means of issuing a 'Certificate of Substantial Completion', AIA Form G704", or equivalent.

B. The extent of guarantees or warranties by Equipment and/or Materials Manufacturers shall not diminish the requirements of the Contractor's guarantee-warranty to the Owner.

C. All items of plumbing equipment shall be provided with a minimum of one (1) year parts and labor warranty, from the date of acceptance by the Owner.

PART 2 - PRODUCTS

2.1 QUALITY OF MATERIALS

A. All equipment and materials shall be new and shall be the standard product of manufacturers regularly engaged in the production of plumbing equipment and shall be the manufacturer's latest design. Specific equipment, shown in schedules on drawings and specified herein, is to set forth a standard of quality and operation.

2.2 ALTITUDE RATINGS

A. Unless otherwise noted, all specified equipment capacities are for an altitude of 350 feet above sea level and adjustments to manufacturer's ratings must be made accordingly.

2.3 ELECTRICAL WIRING AND CONTROL EQUIPMENT

A. All wiring and conduit shall be furnished and installed as scheduled in Section 22 0549 unless otherwise noted or directed.

B. The Contractor shall coordinate completely with all trades and Sub-Contractors as required to ensure that all necessary components of control work are included and fully understood. No additional cost shall accrue to the Owner as a result of lack of such coordination.

2.4 PAINTING

A. All finish painting of plumbing systems and equipment will be under "Painting," unless equipment is hereinafter specified to be provided with factory applied finish coats.

B. All equipment shall be provided with factory applied prime finish, unless otherwise specified.

C. All exposed plumbing piping outside of mechanical rooms shall be painted. Refer to Division 9 for additional Paint information.

D. Touch-Up: If the factory finish on any equipment is damaged in shipment or during construction of the building, the equipment shall be refinished.

2.5 IDENTIFICATION OF VALVES

A. All new valves shall be provided with a stamped metal tag secured to the valve. Tag shall indicate the valve number, the service and function of each valve. The Contractor shall furnish two sets of prints of drawings showing floor plan for each floor with all valves accurately located and labeled. Submitted drawings shall be neat and easily readable. In

addition, the Contractor shall provide a valve chart, typed neatly on 8-1/2" x 11" sheets, listing the number, size, location, function, normal operating position, on each valve installed under Division 21. Tags shall be stamped brass 1-1/2" diameter and secured to valves by heavy copper figure eight hooks, braided stainless steel wire anchor, or other approved means.

B. Division 22 valve tags shall be coordinated with Division 21 and Division 23 valve tags for coordinated format between each Division.

2.6 PIPING SYSTEM IDENTIFICATION

A. Means of Identification: All piping and duct systems installed as part of this project shall be identified by each of the means described below. The Contractor shall provide shop drawing submittal data for proposed labeling system materials and manufacturer's recommended installation procedures.

B. Piping Systems shall be identified by means of an identifying legend on color coded background appropriately worded to indicate the "service" name of the pipe as shown on the drawings. Color coded banding shall also be provided. Additionally, an arrow shall be included to indicate the direction of flow through the pipe.

C. Locations of Piping System Identification: The identifying legends and directional arrows described in the paragraphs preceding shall be located at the following points on each piping system:

- Adjacent to each valve in piping system.
- At every point of entry and exit where piping passes through a wall.
- On each pipe riser and junction.
- At a maximum interval of 20 feet on pipelines exposed and concealed above accessible ceilings.
- Adjacent to all special fittings (regulating valves, etc.) in piping systems.
- At every access door.

D. Piping identification shall meet the standards of the Federal Occupational Safety Health Act (OSHA) which refers to the ANSI Standard A13.1. The following standardized color code scheme shall be used:

Yellow - Hazardous Materials
Green - Liquid Materials of Inherently Low Hazard
Blue - Gaseous Materials of Inherently Low Hazard
Red - Fire Protection Materials

E. The size of letter and length of color field shall conform to the ANSI standard and shall be as follows:

Outside Diameter of Pipe or Covering	Length of Color Field	Size of Letters
1/2” to 1.25"	8"	1/2"
1.5" to 2"	8"	3/4"
2.5" to 6"	12"	1.25"
8" to 10"	24"	2.5"

Over 10"	32"	3.5"

F. All pipe labels shall be semi-rigid plastic identification markers. Each label shall have appropriately color-coded background with printed legend. Directional flow arrows shall be included on label. Labels shall "Snap-On" around pipe without the requirement for adhesive or bonding of piping sizes 3/4" through 5". Labels for piping 6" and larger shall be furnished with spring attachment at each end of label. Labels shall be "SETMARK" Type SNA, 3/4" through 5" size and Type STR, 6" and larger, as manufactured by Seton Name Plate Corporation, Brady, or equivalent.

G. Attach pipe markers to lower quarter of the pipe on horizontal runs and on the centerline of vertical piping where view is not obstructed. Flow indicator arrow shall point away from pipe marker.

H. Provide the following labels, with ANSI/OSHA color for all piping systems as shown on the drawings and as listed below:

Service/Legend	Letter Color	Background Color
Domestic Cold Water	White	Green
Domestic Hot Water	Black	Yellow
Domestic Hot Water Return	Black	Yellow
Sanitary Sewer	White	Green

2.7 IDENTIFICATION OF CONTROL SYSTEM DEVICES

A. All automatic controls, control panels, zone valves, pressure electric, electric pressure switches, relays and starters shall be clearly tagged and identified. Wording shall be identical to that on the control diagram in the contract drawings.

2.8 EQUIPMENT TAGS

A. Furnish and install equipment identification tags for all items of PLUMBING equipment furnished and installed under Division 22. Equipment tags shall be a minimum of 3/32" thick laminated phenolic plastic.

2.9 ACCESS DOORS

A. Provide all access doors required for access to valves, controls, or other items for which access is required for either operation or servicing. All costs incurred through failure to perform this function as the proper sequence of this work shall be borne by the Contractor. The type of access door shall be as required by the room finish schedule. Acoustical tile access doors shall be equal to Milcor Model CF, Model K for acoustical plaster, Model M for sidewall drywall or plaster construction.

B. Access doors shall be not less than 24" x 24" in size except that larger panels shall be furnished where required, and panels in tile or other similar patterned ceilings shall have dimensions corresponding to the tile or pattern module.

C. Where access doors are installed in walls required to have a specific fire rating, the access door installed shall be a fire rated access door with U.L. label, as manufactured by Milcor or equivalent. Access door in 1-hour construction shall be Class C and access doors in 2-hour construction shall be Class B.

PART 3 - EXECUTION

3.1 COOPERATION WITH OTHER TRADES

A. The Contractor shall refer to other parts of these specifications covering the work of other trades which must be carried on in conjunction with the plumbing work so that the construction operations can proceed without harm to the Owner from interference, delay, or absence of coordination. The Contractor shall be responsible for the size and accuracy of all openings.

3.2 DRAWINGS

A. The plumbing drawings show the general arrangement of all piping, fixtures, equipment, etc., and shall be followed as closely as actual building construction and work of other trades will permit. Whenever discrepancies occur between plans and specifications, the most stringent shall govern. All Contract Documents, including but not limited to Division 21 Fire Suppression, Division 23 HVAC, Division 26 Electrical, and Division 28 shall be considered as part of the work insofar as this information furnishes the Contractor with details relating to design and construction of the building. Architectural and Structural drawings shall take precedence over the plumbing, HVAC, and fire suppression drawings. Because of the small scale of the plumbing, HVAC, and fire suppression drawings, it is not possible to indicate all offsets, fittings and accessories which may be required. The Contractor shall investigate the structural and finish conditions affecting the work and shall arrange his work, accordingly, providing such fittings, valves, and accessories as may be required to meet such conditions. Should conditions necessitate a rearrangement of piping, such departures and the reasons therefore shall be submitted by the Contractor for review in the form of detailed drawings showing the proposed changes. No such changes shall be made without the prior written approval. All changes shall be marked on the set of record drawings by the Contractor.

B. Should any doubt or question arise in respect to the true meaning of the drawings or specifications, the question shall be submitted in writing.

C. Installation of all plumbing equipment and piping systems shall be arranged to provide all clearances required for equipment operation, service, and maintenance, including minimum clearances required by applicable codes, manufacturer's installation instructions and as necessary for proper clearance in front of all electrical panels as defined by the National Electric Code (NEC). Piping systems shall not be routed through, or above electrical equipment room or electrical equipment space designed within equipment rooms.

D. The installation of all concealed plumbing systems shall be carefully arranged to fit within the available space without interference with adjacent structural and electrical systems. The Contractor shall make all necessary provisions for penetrations of piping, including sleeves and blockouts in structural systems. The exact location of all exposed plumbing systems; access doors; piping exposed within finished areas; and other equipment and devices as applicable, shall be coordinated with the Architect, who shall have final authority for the acceptance of the work as it specifically relates to the architectural

aesthetic design requirements for the facility.

3.3 FIELD MEASUREMENTS

A. The Contractor shall verify the dimensions and conditions governing his work at the building. No extra compensation shall be claimed or allowed on account of differences between actual dimensions, including dimensions of equipment, fixtures and materials furnished, and those indicated on the drawings. Contractor shall examine adjoining work, on which his work is dependent for perfect efficiency, and shall report any work which must be corrected. Coordination of all plumbing work within the building will be the direct responsibility of the Contractor. Review of submittal data in accordance with paragraph "Submittals" shall in no manner relieve the Contractor of responsibility for the proper installation of the plumbing work within the available space. Installation of equipment and systems within the building space shall be carefully coordinated by the Contractor with all building trades. Each contractor shall so harmonize his work with that of the several other trades that it may be installed in the most direct and workmanlike manner without hindering or handicapping the other trades. Piping interferences shall be handled by giving precedence to pipelines which require a stated grade for proper operation. Sewer lines shall take precedence over water lines in determination of elevations. In all cases, lines requiring a stated grade for their proper operation shall have precedence over electrical conduit and ductwork. Installation of plumbing, HVAC and fire suppression equipment within the ceiling cavity shall be in the following order of priority: plumbing waste lines; roof drains; supply, condensate piping; ductwork; fire sprinkler mains; fire sprinkler branch piping and sprinkler runouts; heating hot water and chilled water piping; domestic hot and cold water; control piping, wiring and conduit; miscellaneous special piping systems.

3.4 EQUIPMENT SUPPORT

A. Contractor shall provide support for equipment to the building structure. Contractor shall furnish all necessary structures, inserts, sleeves, and hanging devices for installation of mechanical and plumbing equipment, ductwork, and piping, etc. Contractor shall completely coordinate installation of such devices with all trades and Sub-Contractors. Contractor must further verify that the devices and supports are adequate as intended and do not overload the building's structural components in any way.

3.5 PROTECTION OF MATERIALS AND EQUIPMENT

A. The Contractor shall be responsible for the protection of all work, materials and equipment furnished and installed under this section of the specifications, whether incorporated in the building or not.

B. Plumbing equipment and materials, including piping, valves and fittings, etc., shall be protected from damage and contamination. Equipment and materials shall not be stored outside and exposed to weather and ambient conditions without appropriate protection measures. Equipment and materials shall be delivered to the jobsite and maintained while on the jobsite with all openings, controls and control panels covered with caps, with heavy duty polyethylene wrap or other proper means. Equipment and materials where stored within the building shall be protected at all times from construction damage and contamination from dust, dirt, debris, and especially during fireproofing, painting and gypboard sanding and finishing. Unprotected equipment and piping will require special field cleaning by the Contractor prior to acceptance by the Owner’s Representative.

C. The Contractor shall provide protection for all work where necessary and shall be responsible for all damage done to property, equipment and materials. Storage of materials within the building shall be approved by the Owner's Representative prior to such storage.

D. Pipe openings shall be closed with caps or plugs or covered to prevent lodgement of dirt or trash during the course of installation. At the completion of the plumbing work, fixtures and materials shall be cleaned and polished thoroughly and delivered in a condition satisfactory to the Owner's Representative.

3.6 TRENCHING AND BACKFILLING

A. All excavation, trenching and backfilling required for the plumbing installation shall be provided by this Contractor.

3.7 MANUFACTURER'S INSTRUCTIONS

A. All equipment shall be installed in strict accordance with recommendations of the manufacturer. If such recommendations conflict with plans and specifications, the Contractor shall report such conflicts to the Engineer and Owner's Representative, who shall make such compromises as he deems necessary and desirable.

3.8 ALIGNMENT OF FLEXIBLE COUPLINGS

A. Flexible couplings between motors and driven equipment shall be aligned by the qualified service technician after the equipment is installed and ready for operation. Proper aligning shall be provided within manufacturer's maximum alignment tolerance at equipment operating conditions and temperature. Alignment shall follow unit manufacturer's written procedures using approved dial indication methods for parallel and angular alignment. The Contractor shall provide written certification that each device has been so aligned.

3.9 PRESSURE RELIEF DEVICES

A. Pressure relief devices and fusible plugs shall be installed with piping to a safe location in accordance with Code requirements.

3.10 TESTS

A. Tests shall be conducted in the presence of the designated and authorized Owner's Representative. The Contractor shall notify the Architect, Engineer, and Owner’s Representative a minimum of one week in advance of scheduled tests. Requirements for testing are specified under the sections covering the various systems. The Contractor shall furnish all necessary equipment, materials, and labor to perform the required tests.

3.11 INSTALLATION CHECK

A. An experienced, competent, and authorized representative of the equipment listed below shall visit the site of the work and inspect, check, adjust if necessary, and approve the equipment installation. In each case, the equipment supplier's representative shall be present when the equipment is placed in operation. The equipment supplier's representative shall revisit the job site as often as necessary until all trouble is corrected and the equipment installation and operation is approved and accepted.

B. Each equipment supplier's representative shall furnish a written report certifying that the equipment (1) has been properly installed and lubricated; (2) is in accurate alignment; (3) is free from any undue stress imposed by connecting piping or anchor bolts; and (4) has been operated under full load conditions and that it has operated satisfactorily.

C. Equipment requiring installation check includes the following:
1. Mixing Valves at Plumbing Fixtures
2. Domestic Hot Water Heaters

3.12 OPERATION AND MAINTENANCE INSTRUCTIONS

A. The Contractor shall furnish complete operating and maintenance instructions covering all units of plumbing equipment fixtures, faucets, etc., herein specified together with parts lists. Equipment spare parts shall include all components requiring service.

B. Operating and maintenance manuals as required herein shall be submitted for review and distribution to the Owner not less than two (2) weeks prior to the date scheduled for the Contractor to provide Operating and Maintenance Instructions to the Owner as specified herein.

C. Upon completion of all work and all tests, Contractor shall furnish the necessary skilled labor and helpers for operating the plumbing systems and equipment for a period of five (5) days of eight (8) hours each. During this period, the Contractor shall instruct the Owner or his representative fully in the operations, adjustment and maintenance of all equipment furnished. Contractor shall provide at least two weeks' notice in advance of this period, with a written schedule of each training session, the subject of the session, the Contractors' representatives who plan to attend the session, and the time for each session.

D. The Contractor shall video the instruction and training sessions and, at the completion and acceptance (by Owner and Architect) of the training sessions, the Contractor shall submit an electronic copy of the video.

E. Operational test shall be conducted by the Contractor with the assistance of the equipment manufacturer's representative or service technician. Test shall be conducted in the presence of the designated and authorized Owner's Representative.

3.13 CERTIFICATIONS

A. Before receiving final payment, the Contractor shall certify in writing that all equipment furnished, and all work done is in compliance with the contract documents and all applicable codes. Submit certifications and acceptance certificates, including proof of delivery of O&M manuals, spare parts required, and equipment warranties which shall be bound with O&M manuals.

3.14 CONSTRUCTION PHASING AND SCHEDULE

A. All work furnished and installed under Division 22 of this Specification shall be provided in accordance with the project schedule and phase requirements.

3.15 OPERATION PRIOR TO ACCEPTANCE

A. Operation of equipment and systems installed by the Division 22 Contractor for the benefit

of the Owner prior to substantial completion will be allowed providing a written agreement between the Owner and the Contractor has established warranty and other responsibilities to the satisfaction of both parties.

B. Operation of equipment and systems installed by the Division 22 Contractor, for the benefit of the Contractor, except for the purposes of testing and balancing will not be permitted without a written agreement between the Owner and the Contractor establishing warranty and other responsibilities.

3.16 SITE VISITS AND OBSERVATION OF CONSTRUCTION

A. The design professional shall make periodic visits to the project site at various stages of construction in order to observe the progress and quality of various aspects of the Contractor's work, in order to determine in general if such work is proceeding in accordance with the Contract Documents. This observation, however, shall in no way release the Contractor from his complete responsibility to supervise, direct, and control all construction work and activities. The design team has no authority over, or a responsibility to means, methods, techniques, sequences, or procedures of construction provided by the Contractor or for safety precautions and programs, or for failure by the Contractor to comply with all law, regulations, and codes.

B. Prior to the "Final" observation visit, the attached "Final Observation Checklist" shall be completed by the Contractor. Any non-applicable items shall be marked "N/A." The completed form shall be submitted, indicating that all necessary items are complete and requesting a final observation within 10 days. The Contractor shall be notified of any uncompleted items within seven (7) days. A resubmittal of the form and a new final observation request by the Contractor is required if the form is returned and noted as incomplete.

END OF SECTION

Project:_____ Date Submitted_____
General Contractor:_____ Date of Final Mechanical System:_____
Mechanical Contractor:_____ Observation Requested:_____

CONTRACTOR'S MECHANICAL & PLUMBING CHECK LIST
(ALL APPLICABLE ITEMS MUST BE COMPLETED PRIOR TO FINAL OBSERVATION)

In advance of requesting a final mechanical observation for installed mechanical systems, please check all items that have been completed. For all items not applicable to this project mark N/A.

PIPING

_____1. All plumbing fixtures are set, sealed and cleaned.

_____2. All domestic pipe systems are insulated.

_____3. All pipe systems are identified with specified labels and directional arrows.

_____4. Floor sinks and drain grates are cleaned and debris removed.

_____5. Valve tags are installed.

_____6. Special equipment (water softeners, water heaters, piping systems, etc.) have been checked and put into service.

_____7. Lab gas systems have been checked and certified.

_____8. Special piping systems have been cleaned and pressure tested.

_____ Process Piping (RO Water)
_____ Compressed Lab Air
_____ Natural Gas

_____9. Limestone chips have been installed in acid dilution sumps.

_____10. Plumbing/piping connections have been completed to Owner furnished equipment and equipment furnished by other Contractors/Sub-Contractors.

_____11. Exterior wall hydrants have been cleaned.

_____12. Concrete collars have been installed at clean-out to grade, valve box, or other specified plumbing items.

_____13. Drains and relief lines from plumbing equipment have been installed and secured in a proper manner.

_____14. All plumbing equipment and areas of equipment have been cleaned and debris removed.

_____15. All plumbing equipment required by the Specifications has been identified and/or numbered.

_____16. Domestic water systems flush have been completed.

_____17. Strainers/suction diffusers have been cleaned (Including flush valves)

_____18. Backflow preventers have been teste and certified.

_____19. Air has been vented from all systems.

_____20. Water systems have been cleaned (X) and pressure tested (P).

_____	RO Water System	_____	Domestic Hot Water
_____	Domestic Cold Water	_____	Acid Waste and Vent
_____	Sanitary Sewer & Vent	_____	Other (list)

_____21. PRV's have been adjusted (water, gasses).

PLUMBING EQUIPMENT

_____1. All pump shafts and couplings have been aligned.

_____2. Domestic water heaters have been started and tested.

_____3. All plumbing equipment has been lubricated.

_____4. Plumbing equipment has been labeled in accordance with the specifications.

_____5. "HAZARDOUS AREA" signs installed where applicable.

_____6. Variable frequency drives have been tested by the manufacturer's representative and certified to be in compliance with all of the specified requirements.

GENERAL ITEMS

The following specified items have been submitted:

_____1. Record drawings (to be submitted prior to final payment to the Contractor).

_____2. Operation and maintenance manuals.

_____3. Manufacturer's representative installation check and certification submitted (see list of equipment, Section 22 0500).

_____4. Test kits furnished to Owner.

_____ Flow Measuring Devices
_____ Flow Balance Valves
_____ Flow Control Devices

_____5. Control schematics and sequence of operation.
_____6. Plumbing equipment and lubrication, valve, charts have been provided to Owner's Representative.

END CHECKLIST

DIVISION 22 SUBSTITUTION REQUEST FORM (SRF)

TO: RAMIREZ SIMON ENGINEERING, LLC
PROJECT: ESOC DATA CENTER COOLING UPGRADES

We hereby submit for your consideration the following product instead of the specified item for the above project:

Section: _____ Page: _____ Paragraph/Line: _____ Specified Item: _____

Proposed Substitution: _____

Attach complete product description, drawings, photographs, performance and test data, and other information necessary for evaluation. Identify specific Model Numbers, finishes, options, etc.

1. Will changes be required to building design in order to properly install proposed substitutions? YES ☐ NO ☐
   If YES, explain: _____
2. Will the undersigned pay for changes to the building design, including engineering and drawing costs, caused by requested substitutions? YES ☐ NO ☐
3. List differences between proposed substitutions and specified item.

Specified Item	Proposed Substitution

4. Does substitution affect Drawing dimensions? YES ☐ NO ☐
5. What affect does substitution have on other trades? _____
6. Does the manufacturer's warranty for proposed substitution differ from that specified? YES ☐ NO ☐
   If YES, explain: _____
7. Will substitution affect progress schedule? YES ☐ NO ☐
   If YES, explain: _____
8. Will maintenance and service parts be locally available for substitution? YES ☐ NO ☐
   If YES, explain: _____

SUBMITTED BY: Firm: _____ Date: _____
Address: _____
Signature: _____ Telephone: _____

For Engineer's Use Only
Accepted _____ Not Accepted: _____ Received too Late: _____
By: _____ Date: _____
Remarks: _____

BIM/CAD AGREEMENT

PROJECT: ESOC DATA CENTER COOLING UPGRADES

Contractor understands and acknowledges by signature below that by transferring BIM/CAD documents for contractor/subcontractor use, Ramirez Simon Engineering, LLC (RSE) disclaims all warranties and obligations or liabilities for damages, including, but not limited to, consequential damages arising from or in connection with the use or performance of the documents. Contractor shall use documents at contractor's sole risk and without liability, risk, or legal exposure to RSE. Documents are diagrammatic in nature developed to display the general scope of the project. It is the contractor's responsibility to verify dimensional requirements.

Contractor agrees to limit document distribution and use to only contractor employees or subcontractors on this project. Contractor shall not distribute documents to any other entities without written consent from RSE.

CONTRACTOR'S REPRESENTATIVE

Signature: Company Name:

Name: Address 1:

Title: Address 2:

Date:

SECTION 22 0504
PIPE AND PIPE FITTINGS FOR PLUMBING

PART 1 - GENERAL

1.1 REQUIREMENTS

A. Conform with applicable provisions of the General Conditions, Supplementary Conditions and General Requirements.

B. Lead Ban: All piping, solder and flux used in the installation of piping systems furnished and installed under Division 22, shall be lead free. The term lead free is defined as pipe which does not contain more than 0.25% lead and solder and flux which does not contain more than 0.2% lead.

1.2 RELATED SECTIONS

A. See Section 22 0500 for Common Work Requirements for Plumbing.

1.3 SUBMITTAL DATA

A. Contractor shall furnish complete submittal data for all piping materials, including manufacturer's specifications, certifications, class, type and schedule. Submittal data shall additionally be furnished for pipe hangers and supports, pipe sleeves including sealing and fire safing materials and installation.

PART 2 - PRODUCTS

See Division 23, Section 23 05 04 for applicable requirements.

PART 3 - EXECUTION

See Division 23, Section 23 05 04 for applicable requirements.

END OF SECTION 22 0504

SECTION 22 0505
PIPING SPECIALTIES FOR PLUMBING

PART 1 - GENERAL

1.1 REQUIREMENTS

A. Contractor shall furnish and install all piping specialties necessary for satisfactory operation of the systems. Conform with applicable provisions of the General Conditions, Supplementary Conditions and General Requirements.

1.2 RELATED SECTIONS

A. See Section 22 0500, for Common Work Requirements for Plumbing.

B. See Section 22 0504, for Pipe and Pipe Fittings for Plumbing.

C. See Section 22 0523, for Valves for Plumbing.

D. See Section 22 0700, for Plumbing Insulation.

E. See Section 22 1100 Facility Water Distribution.

1.3 SUBMITTAL DATA

A. The Contractor shall furnish complete submittal data for all piping specialties including manufacturer's specifications, performance characteristics, ratings, installation instructions, certifications, and approvals of listing agencies, wiring diagrams, and selection analysis.

PART 2 - PRODUCTS

See Division 23, Section 23 05 05, Piping Specialties.

PART 3 - EXECUTION

See Division 23, Section 23 05 05, Piping Specialties.

END OF SECTION 22 0505

SECTION 22 0523
VALVES FOR PLUMBING

PART 1 - GENERAL

1.1 REQUIREMENTS

A. All Valves shall conform with current applicable provisions of the General Conditions, Supplementary Conditions, and General Requirements.

B. All Valves shall meet the current MSS Specifications covering Bronze & Iron Valves. MSS-SP-80, MSS-SP-70, MSS-SP71, MSS-SP-85 where applicable.

C. Lead Ban: Valves shall be lead free.

1.2 RELATED SECTIONS

A. Section 22 05 00 for Common Work Requirements for Plumbing.

B. Section 22 05 00 for Valve Identification.

C. Section 22 05 04 for Pipe and Pipe Fittings.

D. See Division 23 for Valves.

1.3 SCOPE

A. Contractor shall furnish and install all valves and accessories necessary for satisfactory operation of the systems.

1.4 VALVE REQUIREMENTS

A. All Gate, Globe, Check, Ball valves shall be manufactured by Milwaukee, Nibco, Grinnell, or equivalent.

B. All lubricated plug valves shall be as manufactured by Walworth, Homestead, or equivalent.

C. Ball valves shall be utilized in lieu of gate valves and globe valves for all plumbing systems for sizes 2" and smaller.

D. Provide gate and globe valves with packing that can be replaced with the valve under full working pressure.

E. Provide chain operators for valves 4" and larger installed within mechanical equipment spaces where valves center line is in excess of eight feet above the floor or operating platform.

PART 2 - PRODUCTS

See Division 23, Section 23 05 23 for applicable requirements.

PART 3 - EXECUTION

See Division 23, Section 23 05 23 for applicable requirements.

END OF SECTION 22 0523

SECTION 22 0700
PLUMBING INSULATION

PART 1 - GENERAL

1.1 REQUIREMENTS

A. Conform with applicable provisions of the General Conditions, Supplementary Conditions and General Requirements.

B. Materials shall conform to applicable ASTM standards.

1.2 RELATED SECTIONS

A. See Section 22 05 00, for Common Work Requirements for Plumbing.

B. See Section 22 05 04, for Pipe and Pipe Fittings.

1.3 SCOPE

A. Domestic hot water pipe including soft hot water and circulating hot water, interior roof drains including roof drain bowls, interior overflow roof drains including overflow roof drain bowls, domestic cold water and soft cold-water piping, and water piping located outdoors exposed to ambient freezing conditions.

B. Equipment covering, including storage tanks, pumps, and domestic hot water heater stacks and breeching.

1.4 FITTINGS

A. All fittings except as otherwise specified, shall be insulated with the same material and thickness as specified for the pipe.

B. Unions, flanges and valves on hot water, will not require insulation.

1.5 TESTING

A. All piping shall be tested in accordance with the applicable Specification Sections, before any insulation is applied.

PART 2 - PRODUCTS

2.1 INSULATION

A. Insulation shall be as manufactured by Armacell, Owens-Corning Fiberglas, Knauf, Johns Manville, or Armstrong, or equivalent, and shall be equal to that specified below. Insulation and all materials on the interior and exterior surfaces of ducts, pipes, and equipment shall have a composite fire and smoke hazard rating not exceeding: Flame spread - 25; fuel contribution - 50; smoke developed - 50, as determined in accordance with ASTM Standard E-84. All insulation materials used for valves and fittings shall have the same ratings as the pipe insulation. Information must be submitted by means of manufacturer's literature showing that the proposed materials conform to above specification without exception.

B. Type P-1, Fiberglass Pipe Insulation: Factory assembled insulation and ASJ. Pre-formed fiberglass per ASTM C547 Type I, suitable for use on surfaces from 0–850ºF, with thermal conductivity 0.27 at 75ºF or 0.33 at 250ºF, and minimum 3 pcf density. Jacket shall be all service (ASJ) vapor barrier jacket with white kraft paper reinforced with glass fiber yarn and bonded to aluminum foil, secured with self-sealing longitudinal laps and butt strips. Owens Corning SSL II Pipe Insulation, Johns Manville Micro-Lok, Knauf Pipe Insulation. Johns Manville 'Micro-Lok' or equivalent. Where Type P-1 insulation is used, insulate fittings, valves and accessories using Fiberglass pre-formed fitting insulation complying with the specification for P-1 pipe insulation, Johns Manville Hi-Lo Temp insulation inserts, Hamfab, OAE. Finish with PVC Jacketing fitting covers.

C. Type P-2 Elastomeric Foam Insulation: Pre-formed elastomeric foam, ASTM C534 Type 1 flexible, closed cell, suitable for use up to 220ºF, UV protected, not to exceed flame spread 25 and smoke developed 50 based on 0.75-inch thickness, conductivity 0.30 at 75ºF. Connections shall be made using manufacturer's approved waterproof vapor barrier retarder adhesive. Provide outdoor U.V. protective coating on all insulation exposed to ambient conditions. Armacell OAE. Where Type P-2 insulation is used, insulate fittings, valves and accessories using pre-formed insulation for use on fittings and valves.

D. P-3: Fiberglass preformed board insulation for equipment shall conform to ASTM C612 with 'K' factor of 0.23 at 75ºF, R=8.0 minimum, 3.0 pound per cubic foot density. Provide vapor barrier jacket (FSK) with aluminum foil reinforced with fiberglass yarn and laminated to fire-resistant kraft, secured with UL listed pressure sensitive tape and outward clinched expanded staples and vapor barrier mastic. Johns Manville 'Spin-Glas' or equivalent.

E. P-4: Elastomeric foam insulation for piping and equipment shall be flexible, cellular, molded or sheet, conforming to ASTM C534, with 'K' factor of 0.28 at 75ºF., maximum service temperature of 220ºF., maximum flame spread rating of 25 and maximum smoke development rating of 50 (3/4" thickness and less). Connections shall be made using manufacturer's approved waterproof vapor barrier retarder adhesive. Provide outdoor U.V. protective coating on all insulation exposed to ambient conditions.

2.2 FITTINGS

A. Valves and fittings, where required to be insulated, shall be covered with the same insulation material and thickness as specified for the pipe insulation and finished with PVC covers.

B. Valves and fittings with systems specified to be covered with metal or canvas, or polyvinyl chloride (PVC) jacket shall be covered with material to match piping system jacketing.

C. Polyvinyl chloride (PVC) preformed fitting covers with fiberglass inserts shall be used on valves and fittings, except where metal or canvas jacket is required for piping system. PVC fitting covers shall be Zeston 2000 or equivalent, gloss white and shall have a composite fire and smoke hazard rating not exceeding; flame spread - 25; smoke development - 50. Connections shall be made using tacks and pressure sensitive color matching vinyl tape. Seams shall be on the bottom side of pipe and fittings.

2.3 METAL JACKETING

A. Type J-1 Stainless Steel Jacket: Metal jacket shall be 0.010-inch smooth Type 304 stainless steel. Provide moisture barrier lining for service temperatures 60°F and less, except where applied over insulation with All Service (ASJ) vapor barrier jacket. Stainless steel jacket shall be installed where specified herein or otherwise indicated on the drawings.

2.4 PVC JACKETING

A. Type J-2 PVC Jacket: PVC jacketing shall be Zeston 2000/300 or equivalent, gloss white, 0.020-inch thickness, minimum, and shall have a composite fire and smoke hazard rating not exceeding; flame spread -25; smoke development -50. Connection shall be made using tacks and pressure sensitive color matching vinyl tape. Seams shall be on the bottom side of pipe and fittings. Solvent Cement for PVC Jackets shall be Johns Manville Perma-Weld OAE.

2.5 PIPE HANGERS AND SUPPORTS

A. See Specification Section 22 0504 for requirements associated with hangers and supports for piping systems.

B. All insulated piping systems shall be provided with individual hangers sized to encircle the insulation.

C. Pipe Hanger Insulation Inserts: Mechanical Pipe Shields Inc. “Snapp Itz” OAE.

D. Insulated piping supported by means of trapeze hangers or roller type hangers shall not rest directly on the hanger or support.

E. The insulation at hangers, trapezes and supports shall be protected by means of galvanized steel insulation half diameter support shields. Provide insulation insert between support shield and piping for piping size 1-1/2" and larger. Insulation inserts shall be heavy density calcium silicate molded insulation. Insulation inserts shall be the following minimum lengths. Factory fabricated thermal pipe shield as manufactured by Pipe Shields, Inc., and specified in Section 22 0504, may be used at Contractor's option.

Pipe Size, In.	Insert Length
1-1/2" to 2-1/2"	10" Long
3" to 6"	12" Long
8" to 10"	16" Long
12" and larger	22" Long

2.6 PIPE SLEEVES

A. See Specification Section 22 0504 for requirements associated with pipe sleeves for piping penetrations for building walls and frames.

B. Pipe sleeves shall be provided at penetrations through concrete and masonry construction and at fire rated and smoke rated walls and penetrations when required to comply with UL approved penetration assembly. Insulated piping passing through fire walls and smoke walls shall be provided with UL approved fire safing insulation to match the required insulation thickness and the space between the piping penetration and the adjacent wall construction shall

be sealed airtight with UL approved fireproof caulking material. Pipe penetration arrangement and installation requirements shall match the applicable UL approved penetration assembly details.

PART 3 - EXECUTION

A. General: Insulate piping as indicated herein and on the drawings. Except as noted, insulate all valves, fittings, and accessories with the same material and thickness specified for the pipe. Where piping is specified with a separate insulation jacket provide this same jacket for valves, fittings, and accessories. Vapor seal cold piping systems.
   1. Where insulation terminates, provide insulating cement beveled for a neat finish. For vapor sealed piping, coat with insulating mastic prior to applying insulating cement.
   2. Strainers and Suction Diffusers: Type P-1. Make provisions to easily remove and re-install insulation.
   3. Pipe Supports: Provide high density calcium silicate insulation or insulation inserts as specified. Maintain pipe jacket and vapor barrier at supports. If necessary, apply a heavy coating of vapor barrier mastic material to prevent condensation from forming on supports. Provide galvanized steel insulation shields to protect insulation and jackets at supports.
   4. Penetrations Through Building Construction: Insulation shall be continuous where piping passes through walls, floors, and other construction. Where insulated piping passes through fire and/or smoke rated construction, provide a section of UL approved fire safing insulation to match the required insulation thickness, or provide an insulated pipe sleeve as manufactured by Pipe Shield, Inc., OAE.
   5. Mechanical Couplings: Where mechanical couplings are permitted, insulate them as specified for fittings.
   6. All voids formed by support saddles or other mounting or support hardware shall be filled with insulation.
   7. The termination of all insulation on pipes, at uninsulated valve connections, or unions, flexible connections, etc., shall be beveled and finished.

B. Application:

Temp Range	Temp (F)	Insulation Type	Vapor Sealed	Pipe Size (inch dia.)				
				Under 1	1& 1.25	1.5 - 3	4 & 6	8 & Larger
				Insulation Thickness (inches)				
TR-1	60&Less	P-2	Yes	1.0	1.0	1.5	1.5	2.0
TR-2	61 - 104	P-2	Yes	1.0	1.0	1.0	1.0	1.0
TR-3	105 - 140	P-2	No	1.0	1.0	1.5	1.5	2.0
TR-4	141 - 200	P-2	No	1.5	1.5	2.0	2.0	2.0

   1. Temperature Range TR-1: Sanitary/Waste Floor drains/sinks indoors and associated piping as well as storm drain piping.
   2. Temperature Range TR-2: Domestic cold water.
   3. Temperature Range TR-3: Domestic hot water.
   4. Temperature Range TR-4: Domestic hot water.

C. Type P-1, Fiberglass Insulation: Install in accordance with manufacturer's recommendations.

D. Type P-2, Elastomeric Foam: Seal all butt ends and longitudinal joints with Halstead

Adhesive. When exposed to the weather, protect flexible tubing insulation with two coats of exterior weatherproof coating as recommended by manufacturer.

E. Jacketing:
1. Type J-1 jacketing shall be applied with joints overlapped 2" and located to shed water. Joints and seams shall be caulked with an approved weatherproof caulking when located outdoors. The insulation shall be banded 12" on centers or screwed in place 3" on centers. Fittings and valves shall have insulation covered with metal jacket, as specified herein. Fittings and valves on exterior piping shall be covered with metal jacketing to match pipe.
2. Type J-2 shall be secured in place in an approved manner by means of tacks and pressure sensitive tape. Fittings and valves shall have insulation covered with PVC pre-molded PVC fittings to match jacketing. PVC jacketing shall not be permitted for use on
3. In addition to the finish and jacket specified for the particular type of insulation, provide the following:
   a. Indoor piping exposed to physical damage or visible to general occupants — Type J-1, Metal
   b. Mechanical Equipment Spaces: Exposed piping less than 8 ft above floor or operator platform — Type J-1, Metal
   c. Exterior piping — Type J-1, Metal

3.2 PIPING INSULATION

A. General: Insulate piping as indicated herein and on the drawings. Except as noted, insulate all valves, fittings, and accessories with the same material and thickness specified for the pipe. Where piping is specified with a separate insulation jacket provide this same jacket for valves, fittings and accessories. Vapor seal cold piping systems.
1. Where insulation terminates, provide insulating cement beveled for a neat finish. For vapor sealed piping, coat with insulating mastic prior to applying insulating cement.
2. Strainers and Suction Diffusers: Type P-1. Make provisions to easily remove and re-install insulation.
3. Pipe Supports: Provide high density calcium silicate insulation or insulation inserts as specified. Maintain pipe jacket and vapor barrier at supports. If necessary, apply a heavy coating of vapor barrier mastic material to prevent condensation from forming on supports. Provide galvanized steel insulation shields to protect insulation and jackets at supports.
4. Penetrations through Building Construction: Insulation shall be continuous where piping passes through walls, floors, and other construction. Where insulated piping passes through fire and/or smoke rated construction, provide a section of UL approved fire safing insulation to match the required insulation thickness, or provide an insulated pipe sleeve as manufactured by Pipe Shield, Inc., OAE.
5. Mechanical Couplings: Where mechanical couplings are permitted, insulate them as specified for fittings.
6. All voids formed by support saddles or other mounting, or support hardware shall be filled with insulation.

B. Special Applications

1. Heat Traced Piping: Oversize insulation as required to accommodate heat tracing. Provide metal jacket.
2. Plastic pipe in return air plenums: Provide 0.5-inch type D6 insulation.
3. Piping subject to freezing and heat traced piping: Insulate all such piping (including drain piping) with thicknesses specified, but not less than 2-inch thickness. Oversize insulation to accommodate heat tracing where applicable. Provide metal jacket.

3.3 DOMESTIC COLD WATER AND SANITARY SEWER RECEIVING CONDENSATE WATER FROM HVAC SYSTEMS

A. Domestic cold-water piping, non-potable water piping, indoor sanitary sewer receiving condensate water from HVAC equipment, and indoor storm water piping shall be insulated with 1-inch thick (P-4) elastomeric foam insulation. Fittings shall be finished with PVC fitting covers.

3.4 METAL JACKETING

A. Metal jacketing shall be installed on all field insulated plumbing equipment and on plumbing piping systems exposed within the mechanical equipment spaces, that are installed exposed below 8 feet above the floor, where exposed to physical damage, on outdoor insulated piping, and where noted on the drawings.

B. The jacketing shall be applied with joints overlapped 2" and located to shed water. Joints and seams shall be caulked with an approved weatherproof caulking when located outdoors. The insulation shall be banded 12" on centers or screwed in place 3" on centers.

C. Fittings and valves shall have insulation covered with metal jacket, as specified herein. Fittings and valves on exterior piping and ductwork shall be covered with metal jacketing to match pipe and duct covers.

3.5 TERMINATION OF INSULATION

A. The termination of all insulation on pipes, at uninsulated valve connections, or unions, flexible connections, etc., shall be beveled and finished.

END OF SECTION 22 0700

SECTION 22 1100
FACILITY WATER DISTRIBUTION

PART 1 - GENERAL

1.1 REQUIREMENTS

A. Conform with the applicable provisions of the General Conditions, Supplementary Conditions, and the General Requirements.

B. Lead Ban: All piping, solder, and flux used in the installation of piping systems delivering water for human consumption shall be lead free. The term lead free is defined as pipe which does not contain more than 0.25% lead, and solder and flux which does not contain more than 0.2% lead. Solder shall be 95/5 tin antimony, alloy Sb5, conforming to FS QQ-S-571.

1.2 RELATED SECTIONS

A. See Section 22 0500, for Common Work Requirements for Plumbing

B. See Section 22 0504, for Pipe and Pipe Fittings for Plumbing.

C. See Section 22 0505, for Piping Specialties for Plumbing.

D. See Section 22 0523, for Valves for Plumbing.

E. See Section 22 0700, for Plumbing Insulation.

1.3 SCOPE

A. Renovation including modifications to domestic cold water, hot water, recirculating hot water, backflow protection, shock absorbers, and associated miscellaneous accessories. This section shall include all work required to accommodate the renovation.

PART 2 - PRODUCTS

2.1 PIPING

A. Domestic water piping, above grade within the building 3" and smaller shall be Type L hard drawn copper, ASTM B88. Domestic water piping including soft water piping larger than 4" shall be copper as specified herein.

B. Proper insulating fittings, as specified in Section 22 0504, shall be installed to prevent electrolytic action between steel and copper piping connections.

2.2 FITTINGS

A. Fittings for copper piping shall be wrought copper or cast brass conforming to ANSI B16.22 and B16.23, with 95-5 solder joints, as specified in Section 22 0504.

B. Mechanically formed tee connections and couplings for copper piping system as specified in Section 22 05 04, may be utilized where approved.

C. Fittings for galvanized steel pipe shall be screwed Class 150, standard galvanized malleable iron conforming to ANSI B16.3

D. Fittings for ductile iron pipe shall be flanged or mechanical joint conforming to ANSI/AWWA C110 and C111, Class 250 minimum, cement lined, with bituminous coating.

2.3 FLANGES

A. Flanges for copper piping systems shall be Class 150 wrought copper or cast brass conforming to ANSI B16.24.

B. Flange connections for valves and equipment shall match the rating and drilling of the valves and equipment furnished.

C. Flanges for galvanized steel piping system shall be galvanized cast or malleable iron Class 125, standard threaded plain face companion flanges for flanged connections in threaded piping systems.

D. Gaskets shall be 1/16" thick ring type or full face non-asbestos material suitable for the temperatures and pressure application.

E. Flange bolting shall be carbon steel machine bolts or studs and hex nuts, ASTM A307, Grade B.

2.4 JOINTS

A. Joints in copper piping system shall be made using approved "lead-free" solder and flux as described herein and approved by all applicable codes and regulations. Surfaces to be soldered shall be cleaned bright by manual or mechanical means.

B. All joints shall be properly fluxed with a non-corrosive "lead-free" type flux manufactured to approved standards, Federal Specification QQ-S-517. Joints for copper piping systems for cold water 3" and smaller and hot water 2" and smaller shall be made using composition 95-5 tin-antimony solder. Composition 15% silver solder shall be used for all other piping sizes and for all underground joints.

2.5 SHOCK ABSORBERS

A. Furnish and install factory sealed shock absorbers conforming to Federal Specification WW-P-541 at locations shown on the drawings and/or as outlined by Plumbing Drainage Institute Standard WH-201. Josam, Precision, Jay R. Smith, Wade, Watts, Zurn or equivalent.

2.6 VALVES

A. Valves other than automatic control valves are specified in Section 22 0523, Valves.

B. Automatic control valves shall be as specified in Section 25 0000, Integrated Automation, except for automatic control valves furnished as a part of equipment packages, including hot water generating equipment, as specified on the equipment schedule.

2.7 BACKFLOW PROTECTION

A. All cross-contamination control shall be provided to ensure that no installation of the potable water supply piping system shall be made in a manner that will allow used, unclean, polluted, or contaminated water or substances to enter the domestic potable water system.

B. All backflow devices and assemblies shall be approved by the applicable Administration Authorities and shall be installed according to all applicable codes, regulations, and manufacturer's instructions. Installation shall allow for required access and clearance for required testing, maintenance, and repair.

C. Reduced pressure backflow preventer assembly shall be furnished and installed by the Contractor. Backflow preventer size and arrangement shall be as indicated on the drawings, and shall be as manufactured by Watts, or equivalent. All costs, fees, and permits required shall be secured and paid for by the Contractor, unless otherwise indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Piping installation shall conform to the requirements of Section 22 0500, Common Work Requirements for Plumbing and Section 22 0504, Pipe and Pipe Fittings for Plumbing. Installation of specialties shall conform to the requirements of Section 22 0505, Piping Specialties for plumbing.

B. Insulating Fittings: Insulating unions shall be furnished and installed at all connections between dissimilar metals.

C. Valves: Each water service main, branch main and branch to a group of two or more fixtures shall be valved. Stop valves shall be as specified under fixtures.

D. Flexible Connections: If the Contractor uses a pipe material other than copper to connect to the city water main, provide mechanical joints at the connection point and also either a swing joint or expansion joint at a point 5 ft. outside the building to prevent failure of piping caused by differential settling of building and piping systems. The expansion joint material shall be suitable for domestic water usage and compatible with the sterilization chemicals.

E. Testing: Arrange for testing backflow devices as required by the local health authorities.

3.2 TESTS

A. All water piping, hot and cold, shall be made tight under a hydrostatic test pressure of 150 lbs. per square inch and maintained without pressure loss for a minimum of four (4) hours. No caulking of joints will be permitted. Any joint found to leak under this test shall be broken, remade and a new test applied.

3.3 STERILIZATION

A. All new water piping shall be charged with a chlorine solution containing not less than 50 PPM available chlorine. The solution shall remain in the piping for a period of 24 hours, during which time valves shall be opened and closed to permit a small flow of the solution. At the end of 24 hours, the solution shall be tested and must contain a residual of at least 5-10 PPM chlorine. The system shall then be drained and flushed to provide satisfactory potable water before final connection is made to the existing distribution system.

B. The Contractor shall submit a sample of the water, after sterilization and flushing for testing by an approved laboratory. A copy of the acceptable test report shall be submitted to the Owner's Representative prior to substantial completion.

3.4 BACKFLOW PROTECTION

A. Protection: All plumbing fixtures, faucets with hose connections, and all other equipment having plumbing connections shall have their water supplies protected against back-siphonage. Refer to drawings for backflow preventers to be used for different applications.

B. Testing: Arrange for testing backflow devices as required by the local health authorities.

END OF SECTION 22 1100

SECTION 23 0500
COMMON WORK REQUIREMENTS FOR HVAC

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. See General Conditions and Supplemental General Conditions.

B. The requirements listed under General Conditions and Supplemental General Conditions and the General Requirements are applicable to this Section and all subsequent sections of this Division and form a part of the contract.

1.2 DEFINITIONS

A. General: Terms will have meanings as defined in Webster’s Eleventh New Collegiate Dictionary except as noted below.

B. Entities
1. Owner: Williamson County
2. Engineer: Ramirez Simon Engineering, LLC
3. Owner's Agents: The Architect, Engineers, and others authorized to act on behalf of the Owner.

C. Actions
1. Supply: Procure and deliver to the site with all features as specified, required per code, and standards, and as required for proper installation. Include submittals, O&M manuals, operator instructions, and warranty.
2. Install: Set in place in accordance with manufacturer's instructions, contract documents, and applicable codes and standards. Coordinate the installation with other disciplines, start, and demonstrate proper operation.
3. Furnish: Supply and install.
4. Provide: Supply and install.

D. Locations
1. Buried: Surrounded by soil or other material, either beneath the building or exterior to the building.
2. Exterior: Exposed to rain or snow. Examples include rooftop locations, spaces around cooling towers, pipe racks, etc.
3. Interior: Not exterior or buried. Examples include not only spaces within the heated envelope of the building, but also unheated attics, covered loading docks in which spaces are protected from rain and snow, utility tunnels, sheds, etc.
4. Finished Spaces: Interior spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct chases, unheated attics, spaces above ceilings, crawlspaces, and tunnels.
5. Exposed: Exposed to view. Examples include finished spaces mechanical equipment rooms, rooftops, etc.
6. Concealed: Not Exposed.

Lone

Other Definitions:

1. 24/7: 24 Hr./day, 7 days per week, year-round.
2. AHJ: Authorities having jurisdiction. The authorities having jurisdiction over this project are established by statute, and include governmentally designated building departments, the fire marshal, fire departments, etc. No attempt is made to list all such entities here; a qualified Contractor is expected to know and coordinate with the various authorities having jurisdiction.
3. FMS: Facility Management System and referred as BAS (Building Automation System) 4. OAE: Or approved equal.

1.3 CODES AND PERMITS

A. Perform all work in accordance with the Williamson County Standards, 2018 International Building Code, the 2018 International Plumbing Code, and the 2018 International Mechanical Code, as adopted and interpreted by the State of Texas, and the National Fire Protection Association (NFPA Regulations), current adopted edition. Provide all materials and labor necessary to comply with rules, regulations, and ordinances. Where the drawings and/or specifications indicate materials or construction in excess of code requirements, the drawings and/or specifications shall govern. Contractor shall hold and save the Owner and his agents free and harmless from liability of any nature or kind arising from the Contractor’s failure to comply with codes and ordinances.

B. Secure and pay for all permits necessary for performance of the work, including utility connections, extensions, meter pits and meter sets and tap fees for water, storm sewer, sanitary sewer and natural gas, unless otherwise specified herein.

C. Comply with the requirements of, and the recommendations of:
1. Applicable county and state mechanical, electrical, gas, plumbing, health and sanitary codes, laws and ordinances
2. National Electrical Manufacturer's Association
3. National Electrical Code
4. Underwriters Laboratories
5. American National Standards Institute
6. American Society for Testing Materials
7. Local utility companies
8. National Fire Protection Association
9. ASME Boiler and Pressure Vessel Codes
10. Occupational Safety and Health Administration
11. International Mechanical, Plumbing, Codes
12. International Fire Code
13. Midwest Insulation Contractors’ Association (MICA)
14. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA)
15. American Society of Sanitary Engineering
16. American Gas Association

1.4 DOCUMENT MANAGEMENT

A. Contractor is encouraged to use a web-based document management system for RFIs and submittals. If used, Contractor shall provide and pay for licenses and training for the

engineer's project personnel. The section below describes procedures for handling submittals if a web-based document management system is not used. If a web-based system is used, the procedures below shall be modified as appropriate.

1.5 SUBMITTALS

A. Prior to purchasing materials, equipment, and services, submit descriptive literature for review.

B. Procedures: See individual spec sections within this division for additional submission requirements. The following describes general submittal procedures. More specific procedures will be established after award. Whenever electronic files are to be submitted, e-mail them through normal channels. But if files are too large to e-mail, then submit them in quantities as described below.

1. Submittal Schedule: Along with the first item submitted for review, include a schedule listing all items to be submitted and an approximate date for each submittal. Submit this schedule in both hard copy and electronic form (Microsoft Excel). Normal review time will be 10 working days. Schedule should identify any submittals for which expedited review is requested. Update this schedule and resubmit it monthly (by e-mail) for information.

2. Include the following information with each submittal:

   a. Cover sheet identifying the project name, contractor, architect, engineer, and items included. Indicate symbol numbers, spec section, etc.
   b. A blank space large enough to accept a review stamp.
   c. Performance under the specified conditions
   d. Cover sheet shall clearly identify and **HIGHLIGHT** any ways in which the submitted materials, equipment or services deviate from the Specifications.

3. Quantities:

   a. Brochures: Submit no more than seven copies plus a PDF.
   b. Drawings: Submit one reproducible, one print, plus a PDF.

4. Engineer will review one original submittal and one resubmittal for each item. If the Contractor fails to provide the required data or acceptable items with his second submittal, he will be charged for the Engineer's costs for the third and subsequent reviews.

5. Required Information: Submit information to allow the Engineer to easily determine whether the submitted components comply with the general design intent. Include relevant descriptions of materials, features, performance, quality and dimensions. Cross out all features, options and accessories which will not be provided. It is assumed that all specified, indicated and/or required features will be provided unless specifically noted otherwise.

6. Where specifications require a local factory authorized service agent, submit the name, address, and contact information for this agent. Include this information also in the O&M Manual.

C. Review of Submittals: Engineer will review submittals for general conformance with the design intent.

1. Review of a separate item as such will not indicate review of the assembly in which the item functions.

2. Review of submittals shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, nor for errors or omissions in the submittals; or for the accuracy of dimensions, the adequacy of connections, and the proper and acceptable fitting, execution, functioning and completion of the work.

3. Review will not relieve the Contractor of responsibility to comply with the contract requirements, or responsibility to ensure that equipment fits within the allotted space with required clearances for equipment operation, service and maintenance, including minimum clearances required by applicable codes, manufacturer's installation instructions and as necessary for proper clearance in front of all electrical panels as defined by the National Electric Code (NEC).

4. For commodity type items (plumbing fixtures, terminal units, registers, diffusers, etc.), Engineer will review submittals for type only. Contractor to coordinate sizes and quantities.

5. Actions: Engineer will return submittals with one of the following actions:

NO EXCEPTIONS TAKEN	Contractor may proceed with the work as submitted
EXCEPTIONS AS NOTED	Contractor may proceed with the work and without resubmittal provided, he complies with all exceptions noted in the submittal, and so states in a letter
REVISE AND RESUMIT	Resubmit in accordance with the indicated comments
REJECTED	Resubmit in accordance with the contract documents

D. Substitutions:

1. Unauthorized Substitutions: If substitute materials, equipment or systems are installed without prior review or if any work is installed in a manner which is not in conformance with the requirements of this specification and for which the Contractor has not received written authorization, removed such unauthorized work and installed work in accordance with the contract documents at no change in contract amount.

2. Authorized Substitutions: Provide all accessories and features as required and coordinate substitutions with other disciplines. Bear any extra expenses resulting from the use of substitutions which affect adjoining or related work required in this division or other divisions of the work.

3. If the Contractor substitutes equipment for that indicated on the drawings, he shall prepare a 1/4 inch = 1foot installation drawing for each equipment room where a substitution is made, using dimensions of substituted equipment, and including piping, and electrical equipment requirements, to verify that equipment will properly fit within the space with adequate clearance for maintenance and replacement. Submit this drawing for review.

E. Schedule: Submit all submittals in a timely manner consistent with the requirements for completing the work covered by this contract within the prescribed contract time. Be aware that there is risk in ordering components, fabricating work, and/or installing work prior to review. If the Contractor proceeds prior to review, and then the review comments required modifications to work which has begun or has been completed, then Contractor must comply with the review comments at no change in contract amount or schedule.

F. Shop Drawings

1. Submit shop drawings for:

   a. Mechanical equipment rooms and other spaces housing air handling equipment, heat transfer equipment, fluid handling equipment, machinery, etc.
   b. Complete supply, return, and exhaust ductwork systems, both exposed and concealed.
   c. Piping for HVAC, plumbing, and fire protection systems, both exposed and concealed.

2. Show the location and elevation of all equipment, ductwork, and piping, as well as openings through slabs and walls. Include plans, elevations, and sections as appropriate. Clearly show the manner in which the systems fit into the available space and relate to each other and to the building elements. Indicate required sleeves and openings in general construction elements. Indicate required clearances for operation, maintenance and replacement of operating devices and equipment. Drawings shall be of appropriate scale to facilitate coordination and understanding, but not smaller than 1/8-inch scale for floor plans and 1/4-inch scale for equipment rooms and chases.

3. Conflicts: The engineer has attempted to work out conflicts in the design, but it is inevitable that conflicts will exist in the design documents. Provide experienced designers to prepare shop drawings. Exercise good design practice in working out conflicts without compromising system operation or maintenance. Coordinate with other disciplines. Identify on the shop drawings those areas where redesign was necessary to resolve design conflicts.

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a. In the event that the Contractor desires direction in resolving a design conflict or desires prior approval of a recommended approach to resolving a conflict, submit an RFI which identifies the conflict and suggests a recommended solution.
b. In resolving conflicts, gravity lines and larger distribution mains will generally have priority over pressurized lines and smaller lines as follows:

1. Plumbing waste and vent lines
2. Condensate piping
3. Supply, return and exhaust ductwork.
4. Heating hot water and chilled water piping
5. Domestic hot and cold water
6. Miscellaneous special piping systems
7. Use of Engineer's BIM/CAD Files: The Engineer will provide the Contractor BIM or CAD files of the design documents if the Contractor completes and submits the release form attached at the end of this spec section.

G. Submittals Required under this Specification Section:

1. Electrical Components: Motors, Motor Controllers, and Variable Speed Drives
2. Identification: Products used to identify equipment, ductwork, valves, piping, and control devices.
3. General Construction Components: Roof Curbs & Access doors.

1.6 DOCUMENTED COORDINATION EFFORT

A. After shop drawings are reviewed, incorporate any review comments, and then participate in a formal and documented coordination effort with the contractors and subcontractors for other divisions of the work. Show all piping systems and equipment on the ductwork drawings and send electronic CAD files to the General Contractor and the subcontractors for plumbing, electrical, and other disciplines. The other subcontractors will then add their work to the CAD files.

B. Make full-size plots of the drawings. Participate in meetings with the GC and other subcontractors to review each area, identify conflicts, and resolve conflicts. Submit the resolutions to the Engineer for review. Maintain adequate space for operation, maintenance, and code-required clearances. Ensure that all subcontractors initial each plan to indicate that they have participated in the coordination effort.

1.7 MISCELLANEOUS PROVISIONS

A. Qualifications

1. All mechanics shall be skilled in their respective trade.
2. All welders shall be certified in accordance with the ASME Boiler Test Code, Section IX, latest issue.

B. Regulated Materials: Comply with all state, local and federal regulations regarding the storage, handling or disposal of oils, lubricants, cleaning agents, refrigerants, other liquids and gases, and hazardous materials.

C. Factory Identification: Provide all materials and equipment with labels sufficient to show compliance with these specifications and the performance requirements indicated on the drawings. All equipment shall carry a permanent label installed by the manufacturer stating that the equipment complies with the latest approved version of ASHRAE/IESNA Std. 90.1.

D. Hazardous Conditions: Protruding metal (bolts, steel angles, etc.) potentially hazardous to maintenance and operation personnel, shall be cut back and/or protected to reduce the risk of injury. In the case where asbestos or possibility of asbestos is identified, the contractor shall immediately stop work in the area and refer to the owner. Asbestos abatement would be provided under a separate contract administered by the owner.

E. Hazard Signs

1. Provide a sign reading, "Hazardous Area - Authorized Personnel Only" on the doors to all equipment rooms, fan plenums, and similar areas containing moving or rotating parts, or other potentially hazardous environments.

2. Provide a sign reading, "Confined Space - Entry by authorized personnel only by permit" for all confined spaces. Confined spaces shall be as designated by OSHA Standard 1910.146. This generally means a space that:

   a. Is large enough and so configured that an employee can bodily enter and perform assigned work; and
   b. Has limited or restricted means for entry or exit (for example, tanks, vessels, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and
   c. Is not designed for continuous employee occupancy.

3. Survey the final premises to determine where any potentially hazardous areas exist. If the Contractor feels that hazards exist which cannot be suitably provided for through the above typical methods, he shall forward in writing his concerns, and request for a decision concerning the referenced hazard, prior to the final inspection of the facilities.

1.8 GUARANTEE-WARRANTY

A. Warranties shall run for one year from substantial completion unless indicated otherwise.

B. The following warranty shall be binding:

"The Contractor warrants that this installation is free from mechanical defects. Contractor agrees to replace or repair any part of the installation which may fail within a period of one year after the date established below, provided that such failure is due to defects in materials or workmanship, or to failure to follow the specifications and drawings. This

warranty shall begin on the date set forth in the Certificate of Substantial Completion, AIA Form G704, or other such date as documented in writing by the Owner's Representative."

C. The extent of guarantees or warranties by equipment and/or materials manufacturers will not diminish the requirements of the Contractor's warranty to the Owner.

PART 2 - PRODUCTS

2.1 PRODUCT GENERAL REQUIREMENTS

A. General: Products supplied under Division 23 shall comply with the following except as noted elsewhere.

B. Products shall be new; shall be the product of manufacturers regularly engaged in the production of plumbing, heating, ventilating, air conditioning, and control system equipment; and shall be the manufacturer's latest design. Specs and equipment schedules establish expectations regarding standard of quality and operating intent.

C. Hazardous or Environmentally Damaging Materials: Products shall not contain asbestos, mercury, PCBs, or other materials harmful to people or the environment.

D. Products shall be suitable for the conditions under which they are installed and operated. Prior to or during the submittal phase advise the Owner’s representative and the Engineer in writing regarding any concerns about the suitability of the specified products for the intended application or service. Request clarification if any question exists regarding the design intent.

E. Performance Ratings: Unless otherwise noted, all scheduled equipment performance is based on an elevation of 320 feet above sea level. Adjust manufacturer's ratings accordingly.

F. Structural Soundness: Products shall have structural integrity appropriate to the component and its application. Bases shall be rigid and shall keep all components in proper alignment. Structural integrity shall be adequate for both rigging and final installation. Components shall not be loose, rattle, or vibrate unnecessarily in their final installed condition.

G. Corrosion Resistance: Equipment shall be of materials inherently corrosion resistant or shall be finished with a corrosion-resistant finish suitable for the location in which the equipment is installed.

H. Touch-up: If the factory finish of any component is damaged prior to substantial completion, touch up to original condition per manufacturer’s recommendations.

I. Equipment Access Doors or Panels: Provide access doors and panels within equipment to ensure good access to all components requiring inspection, service or maintenance. Provide appropriate hardware. Equipment installed outdoors shall be weather-tight.

J. Fans: Statically and dynamically balanced, shaft first critical speed shall be above operating speed at design conditions.

Bearings: Grease lubricated or permanently lubricated.

K. Couplings: Provide coupling guard.

L. Motors and VFDs: See requirements described elsewhere in this spec section.

M. Drive Lines (starter or VFD, motor, coupling and shaft or v-belt drive and pulleys, and driven equipment): Coordinate with all suppliers and ensure all components are compatible to work as a system.

N. Coils: ARI rated, copper tubes mechanically expanded into aluminum fins, galvanized steel casing, drainable, pressure tested to 150% of working pressure but not less than 300 psi.

O. Cooling Coil Drain Pans: Provide for all cooling coils, galvanized or stainless steel, double pitched with piped outlet. For units with more than one coil stacked, provide intermediate drain pans piped to the main drain pan.

P. Filter Frames: Galvanized steel, provide wherever filters are specified.

Q. Electrical & Controls: Except where specifically noted, electric service to each component listed on the equipment schedules will be through a single electrical feed at the voltage indicated on the equipment schedules. Include all components, cabling and conduits to distribute power to all components which are factory supplied and mounted. Provide transformer(s) if required to serve unit-mounted components requiring electric service at voltages different from the main electric service, including controls components. Provide secondary overcurrent protection. Provide terminal strips for field-installed control wiring. Provide unit-mounted, unit-specific wiring diagrams on durable paper, attached to inside. of control panel door or otherwise affixed to the unit. All electrical components shall be UL Listed or Recognized. All factory-installed electrical work shall comply with the NEC unless the overall unit is listed by an organization acceptable to the AHJ and listed to a standard acceptable to the AHJ.

1. Where equipment includes an LCD or other, similar display for operator interface, display all information in English. Displays should be readily understandable and should not require the user to look up display codes in a reference manual.
2. Provide battery backup to retain all memory and programming, and to keep all clock-related functions powered through a 1-week power outage.
3. Controls interface with the FMS:

    a. Digital Inputs to FMS: 24V DC sourced from equipment.
    b. Digital Outputs from FMS: Equipment to have form C relays, max 250V DC, 2 A.
    c. Analog Inputs to FMS: 4-20 mA, 0-5V DC, or 0-10V DC sourced from equipment.
    d. Analog Outputs from FMS: 4-20 mA sourced from FMS.

2.2 IDENTIFICATION

A. Scope: Identify all equipment, ductwork, valves, piping, and control devices shown on the Drawings, identified in the equipment schedules, and indicated in these Specifications. Provide submittals for products and procedures used for identification.

B. Equipment: For all mechanical equipment supplied or installed under Division 23, provide an equipment identification tag or stencil unit number onto the equipment. Stencils shall be minimum 2-inch height, dark contrasting color, of a material suitable for the application. Stencils shall be bold and clear on all stenciled pipes. Blurred or smeared identification is not acceptable.

1. For HVAC equipment, provide a permanently affixed, weather-resistant label to identify the areas served.

C. Valves: Provide each valve with a stamped metal tag secured to the valve. Tag shall indicate the valve number, service and function. Provide two sets of prints of drawings showing floor plan for each floor with all valves accurately located and labeled. Drawings shall be neat and easily readable. Provide a typed valve chart, listing the valve number, size, location, function, normal operating position, for each valve. List valves by system, i.e., domestic cold water, hot water, chilled water, etc. The titles will be lettered on bands. Upper case letters and Arabic numerals will be used. Tags shall be stamped brass with at least 1-1/2" in diameter with depressed block characters 1/4” high. Tags shall be secured to valves by heavy copper figure eight hooks, braided stainless steel wire anchor, or other approved means.

D. Ductwork: Identify ductwork at or near the fan with stenciled signs on insulated ductwork or engraved laminated plastic signs secured by rustproof screws on un-insulated ductwork. Sign shall identify air conditioning system or fan unit and area served.

E. Piping

1. Provide color-coded pipe labels indicating the service of the pipe and the direction of flow. Colors shall be used for painting and banding of all piping in accordance with the **Identification Table** in this section. Selection of coating system (enamel, epoxy, or urethane) to be determined based upon service requirements.
2. Where pipes are too small pipes or not readily accessible for label application, a brass identification tag will be securely fastened at appropriate locations. Tags will be at least 1-1/2” in diameter, with depressed block character 1/4” high.
3. Labels in vinyl material shall be provided with permanent adhesive for interior application only to clear dry pipe and/or insulation jacketing. Pressure sensitive pipe tape matching the background color of the label shall be placed over each end of the label and completely around the pipe.
4. Attach pipe markers to lower quarter of the pipe on overhead horizontal runs and on the centerline of vertical piping where view is not obstructed.
5. Provide band and letter size for all piping systems as listed below:

Width of Color Band	Size of Letters and Numerals	Outside Diameter of Pipe Covering
1/2” to 1-1/4”	2”	1/2" 1-1/2” to 2” 2” 3/4”
2-1/2” to 3”	2”	1”
3-1/2” to 6”	6”	1-1/4”

6. Locations: Label pipes at the following points on each piping system:

   a. Adjacent to each valve in piping system.
   b. At every point of entry and exit where piping passes through a wall.
   c. On each pipe riser and junction.
   d. At a maximum interval of 20 feet on pipelines exposed and concealed above accessible ceilings.
   e. Adjacent to all special fittings (regulating valves, etc.) in piping systems.
   f. At every access door.
   g. At all changes in elevation or direction.

F. Control System Devices: All automatic controls, control panels, zone valves, pressure electric, electric pressure switches, relays and starters shall be clearly tagged and identified. Wording shall be identical to that on the control diagram in the Contract Drawings.

Identification Table

Piping System/ Equipment	Description	Label	Label Color Scheme Letter Color on Background Color	Pipe/Equipment Color	Band Color
Chilled Water	Chilled Water Supply	CHWS	BLACK on WHITE	Aluminum Metal Jacket or White Sherwin Williams PILLAR WHITE SW 4029	Blue - SherwinWilliams SAFETY BLUE SW 4086
Chilled Water	Chilled Water Return	CHWR	BLACK on WHITE	Aluminum Metal Jacket or White Sherwin Williams PILLAR WHITE SW 4029	Blue - SherwinWilliams SAFETY BLUE SW 4086

2.3 GENERAL CONSTRUCTION COMPONENTS

A. Access Doors (ADs)

1. Steel frame and door, surface mounted, factory primed, 150° opening, flush, screwdriver operated cam lock, minimum 24” x 24” except as approved, but larger

where required for proper access. Where ADs are installed in general construction with a pattern, match AD dimensions to this pattern. Milcor, Krueger, OAE.

a. Sheet Rock Wall or Ceiling: With drywall bead on frame, Milcor Style DW.
b. Plaster Wall or Ceiling: Milcor Style K.
c. Masonry Walls: Milcor Style M.
d. 1-hr and 2-hr rated walls: UL Listed for 1.5-hr Class B Fire Rating, self-closing and self-latching. Milcor Style UFR.
e. Suspended Ceilings: Milcor Style AT.
f. Fire Rated Suspended Ceilings: Milcor Style ATR.

PART 3 - EXECUTION

3.1 INSTALLATION GENERAL REQUIRMENTS

A. Cooperation with Other Trades: Refer to other parts of these Specifications covering the work of other trades which must be carried on in conjunction with the mechanical work so that the construction operations can proceed without harm to the Owner from interference, delay, or absence of coordination. Be responsible for the size and location of all openings, foundations, etc.

B. Trenching and Backfilling: Provide all excavation, trenching and backfilling required for the installation of the work of this division.

C. Manufacturer's Instructions: Install all products in accordance with manufacturers' recommendations and the requirements of any applicable listings. If manufacturers' recommendations and/or requirements of applicable listings conflict with plans and specifications, report such conflicts to the Owner's Representative.

D. Field Measurements: Verify all dimensions and conditions governing the work. Examine adjoining work on which the work of this Division is dependent and report any deficiencies.

E. Do not compromise the building structural, fire resistant construction or vapor barrier system.

F. Supports for Equipment and Systems: Foundations and structural supports for equipment will generally be provided by others. The contractor for this division shall provide supplementary supports as required to support equipment, distribution systems, and other components installed under this division. Prior to installing mechanical work, examine foundations and supports to ensure they are adequate to properly support the equipment. Provide all necessary foundations, structures, supports, inserts, sleeves, etc., for installation of mechanical and plumbing equipment, ductwork and piping, etc. Coordinate installation of such devices with all disciplines. Verify that the devices and supports are adequate as intended and do not overload the building structure.

G. Concealed or Buried Work: For work which is underground, or which will be concealed by building construction, provide digital photographs to document the installation throughout the construction project, but not less than weekly. Include plans indicating

where the photographs were taken. Notify the OR of when the work will be complete and provide OR a minimum five-day period to inspect the work after completion but prior to when it is backfilled or concealed by building construction.

H. Access Doors: Provide as required for access to valves, dampers, controls, or other items for which access is required for either operation or servicing. The type of access door shall be as required by the room finish schedule.

I. Alignment of Flexible Couplings: Flexible couplings between motors and driven equipment shall be aligned by a qualified service technician after the equipment is installed and ready for operation. Align equipment per manufacturer's recommendations under operating conditions and temperature. Provide written certification that each device has been so aligned.

J. Lubrication: Provide all oil for the operation of all equipment until acceptance. Be responsible for all damage to bearings while the equipment is being operated by Contractor up to the date of acceptance of the equipment. Protect all bearings and shafts during installation and thoroughly grease shafts to prevent corrosion. Bearings for items of mechanical equipment shall be marked at each bearing location as to whether the bearing is a sealed type or relubricable type unit.

K. Tests: All tests shall be conducted in the presence of the designated and authorized Owner's Representative. Notify the Owner's one week in advance of all tests. Requirements for testing are specified under the sections covering the various systems. Provide all necessary equipment, materials, and labor to perform the required tests.

L. Protection of Material and Equipment:

1. Protect all work, materials and equipment furnished and installed under Division 23, whether incorporated in the building or not.
2. All items of mechanical equipment shall be stored in a protected weatherproof enclosure prior to installation within the building or shall be otherwise protected from the weather in a suitable manner as approved.
3. Protect all work and be responsible for all damage done to property, equipment and materials. Coordinate material storage with the Owner's Representative.
4. Pipe and duct openings shall be closed with caps or plugs or covered to prevent lodgment of dirt or trash during the course of installation. Plumbing fixtures shall not be used by the construction forces. At the completion of the work clean and polish fixtures, equipment, and materials prior to turning them over to the Owner.

3.2 DRAWINGS

A. The drawings show the general arrangement of the piping, ductwork, equipment, etc., and shall be followed as closely as actual building construction and work of other trades will permit. Where discrepancies occur between Plans and Specifications, the more stringent shall govern. All Contract Documents shall be considered as part of the work. Because of the small scale of the drawings, it is not possible to indicate all offsets, fittings, and accessories, which may be required. Investigate the structural and finish conditions affecting the work and arrange the work, accordingly, providing fittings, valves, and

accessories as required to meet such conditions. Show any such changes on the Record Drawings.

B. Should any doubt or question arise in respect to the true meaning of the drawings or specifications, submit an RFI.

C. Install equipment, piping, ductwork, and electrical systems with proper clearance for operation, service, and maintenance, including minimum clearances required by applicable codes, manufacturer's installation instructions, etc. Include proper clearance in front of and above electrical equipment as defined by the National Electric Code (NEC). Piping and ductwork systems shall not be routed through or above electrical equipment rooms, telecommunications rooms, elevator machine rooms, or electrical equipment spaces within mechanical equipment rooms.

D. Arrange all concealed mechanical systems carefully to fit within the available space without interference with adjacent structural and electrical systems. Make all necessary provisions for penetrations of piping and ductwork, including sleeves and blockouts in structural systems. The exact location of all exposed mechanical systems, including grilles, registers, and diffusers; access doors; sprinkler heads; piping and ductwork exposed within finished areas; and other equipment and devices as applicable, shall be coordinated with the Architect, who shall have final authority for the acceptance of the work as it relates to the aesthetic design for the facility.

3.3 INTERRUPTING SERVICES

A. Coordinate the installation of all work within the building in order to minimize interference with the operation of existing building mechanical, plumbing, fire protection, and utility systems during construction. Connections to existing systems requiring the interruption of service within the building shall be carefully coordinated with the Owner to minimize system downtimes. Requests for the interruption of existing services shall be submitted in writing a minimum of two weeks before the scheduled date. Absolutely no interruption of the existing services will be permitted without written review and authorization.

3.4 CONCRETE BASES AND HOUSEKEEPING PADS

A. Concrete bases and housekeeping pads shall be installed under all pieces of mechanical equipment unless specifically deleted by the Specifications or Drawings.

B. Be responsible for the accurate dimensions of all pads and bases and furnish and install all vibration isolators, anchor bolts, etc.

C. Provide concrete housekeeping pad foundations for all floor mounted equipment installed under this section unless otherwise shown on the Drawings. Pad foundations shall be 4 inches high minimum, unless otherwise indicated on the Drawings. Chamfer edges shall be 1 inch. Faces shall be free of voids and rubbed smooth with carborundum block after stripping forms. Tops shall be level. Provide dowel rods in floor for lateral stability and anchorage.

D. Equipment anchor bolts shall be set in a galvanized pipe or sheet metal sleeves 1 inch larger than bolt diameter. Anchor bolts shall be high strength steel J-shape. Anchor bolt design shall be arranged and paid for by the Contractor.

E. Machinery bases, bed plates, sole plates, or vibration isolation units shall be carefully aligned, shimmed, leveled, and then grouted in place with commercial non-shrink grout. When a flexible coupling is employed as a part of the drive train, the coupling shall be aligned before the machinery base is grouted.

3.5 PRESSURE RELIEF DEVICES

A. Each discharge pipe shall be equipped with a drip leg capable of holding 1 gallon of liquid. The drip leg shall include a manual drain valve.

3.6 INSTALLATION CHECK

A. An experienced, competent, and authorized representative of the equipment listed below shall visit the site of the work and inspect, check, adjust if necessary, and approve the installation for the equipment listed below. The equipment supplier's representative shall revisit the job site as often as necessary until all trouble is corrected and the equipment installation and operation are approved and accepted.

B. Each equipment supplier's representative shall furnish a written report certifying that the equipment (1) has been properly installed and lubricated; (2) is in accurate alignment; (3) is free from any undue stress imposed by connecting piping or anchor bolts; and (4) has been operated under full load conditions and that it has operated satisfactorily.

C. Equipment requiring installation check includes the following:
-Air Cooled Chiller
-Pumps
-Facility Management System

3.7 OPERATION PRIOR TO ACCEPTANCE

A. Operation of equipment and systems for the benefit of the Owner prior to substantial completion will be allowed provided that a written agreement between the Owner and the Contractor has established warranty and other responsibilities to the satisfaction of both parties.

B. Operation of equipment and systems for the benefit of the Contractor, except for the purposes of testing and balancing, will not be permitted without a written agreement between the Owner and the Contractor establishing warranty and other responsibilities.

3.8 OPERATION AND MAINTENANCE (O&M) INSTRUCTIONS

A. At completion of the project provide two complete bound sets of the following documents, along with two CDs containing searchable PDFs of these documents. Organize bound information in a logical fashion with a table of contents and tabs for the different sections. Organize PDFs in a logical fashion with bookmarks to assist the operating personnel in

retrieving desired data. Provide minimum two 1-hour sessions to instruct Owner's facility personnel in how to find information in the bound O&Ms and the PDFs. Take attendance and submit the attendance list to the Owner's Representative. Include the following:

1. Approved Submittals.
2. Test reports.
3. O&M manuals and instructions covering all equipment supplied under this Division, with all non-applicable information crossed out. Clearly identify all required routine maintenance. Include parts lists.
4. A master Lubrication Chart listing each piece of equipment, the recommended oil or grease, and the recommended frequency of lubrication.
5. The names and addresses of at least one service agency capable of providing required maintenance for each item of equipment supplied.
6. Complete temperature control diagrams including control descriptions, system sequence of operation, operating instructions, control system maintenance and calibration information, wiring diagrams, and all control setpoints. See Section 23 09 00 for additional requirements.

B. Submit O&M manuals for review and distribution to the Owner not less than two weeks prior to the date scheduled for O&M instructions as specified.

C. Demonstrate proper system operation to the owner's operating staff. Provide the services of the contractor and subcontractors (e.g., mechanical, T&B, temperature control, etc.), as required to properly demonstrate system operation.

D. Provide the necessary skilled labor and helpers to operate the mechanical systems and equipment for a period of 2 days of eight hours each. During this period, instruct the owner’s facility staff fully in the operations, adjustment and maintenance of all equipment provided. Provide at least two weeks advanced notice, with a written schedule of each training session, the subject of the session, the Contractors' Representatives who plan to attend the session, and the time for each session. Take attendance and submit attendance sheets to the Owner's Representative.

3.9 RECORD DRAWINGS

A. Maintain a full-size set of marked-up prints showing the installed location and arrangement of all work under this division, and in particular where changes were made during construction. Keep record drawings accurate and up to date throughout the construction period. Owner’s Agents may request to review record drawings during construction and in conjunction with review and approval of monthly pay requests. Include copies of all addenda, RFIs, bulletins, and change orders neatly taped or attached to record drawing set. At the completion of the project send the Engineer full-size plans clearly showing all changes from the original design marked up in red so as to facilitate the Engineer incorporating these changes into the Engineer’s CAD files. Forward record drawings to the Owner's Representative prior to submitting a request for substantial completion.

3.10 SITE VISITS AND OBSERVATION OF CONSTRUCTION

A. The Engineer may make periodic visits to the project site at various stages of construction in order to observe the progress and quality of various aspects of the work so as to determine if such work is proceeding in general accordance with the Contract Documents. This observation will not release the Contractor from his responsibility to supervise, direct, and control all construction work and activities. The Engineer has no authority over, or responsibility for means, methods, techniques, sequences, or procedures of construction or for safety precautions and programs, or for failure of the Contractor to comply with applicable laws, regulations, or codes.

B. Prior to substantial completion, request that the Engineer provide a final observation visit. Complete the attached "Final Observation Checklist," and include it with this request. For any items that are not applicable, mark them "N/A."

3.11 PROJECT CLOSEOUT

A. Submit written certification that all work complies with the specifications and applicable codes. Submit certifications and acceptance certificates including proof of delivery of record drawings, O&M manuals, spare parts required, and equipment warranties.

END OF SECTION 23 0500

Project:_____ Date Submitted:_____

General Contractor:_____ Date of Final Mechanical System:_____

Mechanical Contractor:_____ Observation Requested: _____

CONTRACTOR'S MECHANICAL CHECK LIST
(ALL APPLICABLE ITEMS MUST BE COMPLETED PRIOR TO FINAL OBSERVATION)

In advance of requesting a final mechanical observation for installed mechanical systems, please check all items that have been completed. For all items not applicable to this project mark N/A.

PIPING

_____1. All HVAC pipe systems are insulated.

_____2. All pipe systems are identified with specified labels and directional arrows.

_____3. Floor sinks and drain grates are cleaned and debris removed.

_____4. Valve tags are installed.

_____5. Piping connections have been completed to Owner-furnished equipment and equipment furnished by other Contractors/Subcontractors.

_____6. Drains and relief lines from HVAC equipment have been installed and secured in a proper manner.

_____7. All equipment and areas of equipment have been cleaned and debris removed.

_____8. All equipment required by the Specifications has been identified and/or numbered.

_____9. Strainers/suction diffusers have been cleaned.

_____10. Air has been vented from all coils and systems.
_____11. Water systems have been cleaned (X) and pressure tested (P)

_____Heating Hot Water

_____Chilled Water

_____Condensate Water

_____12. Temperature control panels and devices have been labeled in accordance with the Specifications.

_____13. All control valves have been piped as required by the Drawings.

_____14. Controls systems are completed, and all control points are operating and recording properly.

_____15. All temperature control tubing and wiring is installed and secured in accordance with the Specifications and the electrical code.

_____16. All equipment isolators have been adjusted for specified deflection.

_____17. All pump shafts and couplings have been aligned.

_____18. Ductwork, coils, housing, diffusers, registers and grilles have been cleaned.

_____19. Fire dampers are accessible and fully operational.

_____20. All HVAC equipment has been lubricated.

_____21. HVAC equipment has been labeled in accordance with the Specifications.

_____22. Freezestats have been tested ensuring fan shutdown and full damper closure.

_____23. Variable frequency drives have been tested by the manufacturer's representative and certified to be in compliance with all of the specified requirements.

_____24. Testing and balancing has been completed, and deficiencies noted have been corrected.

_____25. Operator training for temperature controls has taken place.

TEMPERATURE CONTROLS

_____1. Equipment room shutdown have been tested.

GENERAL ITEMS

The following specified items have been submitted:

_____1. Record Drawings (to be submitted prior to final payment to the Contractor).

_____2. Operation and maintenance manuals.

_____3. Manufacturer's representative installation check and certification submitted (see list of equipment, Section 23 0500).

_____4. Testing and balancing reports.

_____5. Test kits furnished to Owner.
_____ Flow Measuring Devices
_____ Flow Balance Valves
_____ Flow Control Devices

_____6. Temperature control schematics and sequence of operation.

DIVISION 23 SUBSTITUTION REQUEST FORM (SRF)

TO: **RAMIREZ SIMON ENGINEEERING, LLC**
PROJECT: **WILLIAMSON COUNTY ESOC DATA CENTER COOLING UPGRADES**

We hereby submit for your consideration the following product instead of the specified item for the above project:

Section: _____ Page: _____ Paragraph/Line: _____ Specified Item: _____

Proposed Substitution: _____

Attach complete product description, drawings, photographs, performance and test data, and other information necessary for evaluation. Identify specific Model Numbers, finishes, options, etc.

1. Will changes be required to building design in order to properly install proposed substitutions? YES ☐ NO ☐
   If YES, explain:_____
2. Will the undersigned pay for changes to the building design, including engineering and drawing costs, caused by requested substitutions? YES ☐ NO ☐
3. List differences between proposed substitutions and specified item.

Specified Item	Proposed Substitution
_____	_____
_____	_____
_____	_____

4. Does substitution affect Drawing dimensions? YES ☐ NO ☐
5. What affect does substitution have on other trades?_____
6. Does the manufacturer's warranty for proposed substitution differ from that specified? YES ☐ NO ☐
   If YES, explain:_____
7. Will substitution affect progress schedule? YES ☐ NO ☐
   If YES, explain:_____
8. Will maintenance and service parts be locally available for substitution? YES ☐ NO ☐
   If YES, explain:_____
9. Does proposed product contain asbestos in any form? YES ☐ NO ☐

SUBMITTED BY: Firm: _____ Date: _____
Address: _____
Signature: _____ Telephone: _____

For Engineer's Use Only

Accepted_____ Not Accepted _____ Received Too Late _____
By: _____ Date:_____
Remarks:_____

BIM/CAD AGREEMENT

PROJECT: **WILLIAMSON COUNTY ESOC DATA CENTER COOLING UPGRADES**

Contractor understands and acknowledges by signature below that by transferring BIM/CAD documents for contractor/subcontractor use, Ramirez Simon Engineering, LLC (RSE) disclaims all warranties and obligations or liabilities for damages, including, but not limited to, consequential damages arising from or in connection with the use or performance of the documents. Contractor shall use documents at contractor's sole risk and without liability, risk or legal expose to RSE. Documents are diagrammatic in nature developed to display the general scope of the project. It is the contractor's responsibility to verify dimensional requirements.

Contractor agrees to limit document distribution and use to only contractor employees or subcontractors on this project. Contractor shall not distribute documents to any other entities without written consent from RSE.

CONTRACTOR'S REPRESENTATIVE

Signature: _____ Company Name: _____

Name: _____ Address 1: _____

Title: _____ Address 2: _____

Date: _____

SECTION 23 0501
DEMOLITION FOR HVAC

PART 1 - GENERAL

1.1 REQUIREMENTS

A. Conform with applicable provisions of the General Conditions, Supplementary Conditions, and the General Requirements.

1.2 RELATED SECTIONS

A. See Section 23 05 00, for Common Work Requirements for HVAC.

1.3 SCOPE OF WORK

A. The terms "demolish" and "remove" shall mean disconnect, cart away, and dispose of off- site. Components to be demolished or removed include all materials, equipment, building construction, and other components as indicated. Components to be demolished shall become the property of the contractor, and contractor may dispose of them by either landfilling or by selling salvageable parts and recyclable materials to legitimate third parties.

B. Asbestos abatement will be by others and is not included in this contract. Advise Owner sufficiently in advance of demolition work so that Owner may arrange to have asbestos removed without delaying demolition or construction work.

C. The Owner retains the first right of refusal on all components to be removed. When requested, remove components carefully and deposit components in locations as directed by the Owner.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.1 GENERAL

A. Within four weeks after notice to proceed, and a minimum of two weeks prior to any demolition activities, submit a project schedule indicating all demolition work. Schedule all work to minimize interruptions in utility services to the facility. Interruptions generally will be allowed only outside normal operating hours. Sequence all work in accordance with the drawings and the Project Manual.

B. Take care not to damage equipment, materials, components, and building construction which is to remain in service. Provide blind flanges, caps, etc., so as to prevent accidental discharge of water, etc.

C. Do not interfere with the Owner’s access to building and equipment. If any activities cause interference which is objectionable to the Owner, contractor shall modify his

means and methods, or reschedule those activities outside occupied hours at no additional cost to the Owner.

D. Where existing systems must remain in service during the construction project, make whatever provisions are necessary to accomplish this. This includes providing blind flanges and caps, temporary insulation, duct caps, etc., to allow for proper system operation.

3.2 EQUIPMENT

A. General: Disconnect and remove piping, ductwork, controls, power, and equipment supports. Wherever possible, remove equipment as a whole. Do not cut up equipment in place unless approved in advance by the Owner.

3.3 PIPING

A. Disconnect piping as indicated, and remove all piping not required in the final, upgraded condition of the systems. This includes removal back to the headers and mains which must remain in service. The existing valving may not hold tight. Arrange in advance for shutdowns as required. Provide caps, blind flanges, etc. as indicated on drawings, as required to facilitate construction activities, and as required to facilitate owner’s use of the system.

B. Remove all components in piping system, including valves, fittings, flanges, strainers, anchors, guides, hangers, supports, supplementary steel, attachments to structure, instrumentation, insulation, etc.

C. Patch all openings in walls, floors, roofs, partitions, gratings, etc., which remain after piping is removed.

D. Provide vents and drains in the piping which will remain in service, where necessary to facilitate refilling, venting, and future system operation.

3.4 CONTROLS

A. Remove all controls associated with equipment, piping and ductwork which are to be removed. Controls shall include instrumentation, control panels, wiring, conduits, tubing, supports, and attachments to structure. Where wiring is run in conduit in concealed locations, remove the wiring, cap both ends of conduit, and label conduit as "ABANDONED" at both ends.

3.5 ELECTRIC POWER

A. Remove all electric power associated with equipment, controls and accessories which are to be removed. Electric power shall include starters, disconnects, wiring and conduit from MCC’s and distribution panels to local starters and disconnects, wiring and conduit from local starters and disconnects to equipment, supports, attachments to structure, and concrete housekeeping pads. Label all associated breakers as "SPARE." Where MCC's serve equipment to be removed and no new equipment is to be served from the same starter, leave the starter in place and label it as "Spare Size X Starter."

B. Where wiring runs in conduit within concealed locations, remove the conductors, cap both

ends of conduit, and label conduit as "ABANDONED" at both ends. Where wiring runs below grade, remove conductors, cap conduit at both ends, and abandon in place. Where wiring runs below concrete floor slabs, chip out concrete around conduit, remove conduit to bottom of slab level, and patch floor to match adjacent surfaces.

3.6 EQUIPMENT SUPPORTS

A. Housekeeping Pads: Remove housekeeping pads for equipment to be removed. Remove all tripping hazards and resurface floor to match surrounding floor.

B. Equipment Foundations: Remove foundations, remove all tripping hazards, backfill as required, compact to 95% Standard Proctor Density, and pour floor slab to match existing.

C. Support Steel: Remove all support steel including attachments to building or to grade.

3.7 MEANS OF ACCESS

A. Remove all service platforms, catwalks, ladders, etc. which are required solely for the equipment, valves, and instrumentation which are being removed as part of this work.

END OF SECTION 23 0501

SECTION 23 0504
PIPE AND PIPE FITTINGS

PART 1 - GENERAL

1.1 REQUIREMENTS

A. Conform with applicable provisions of the General Conditions, Supplementary Conditions and General Requirements.

B. Lead Ban: All piping, solder and flux used in the installation of piping systems furnished and installed under Division 23, shall be lead free.

1.2 RELATED SECTIONS

A. Section 23 05 00, Common Work Requirements for HVAC.
B. Section 23 2114 Chilled Water System & Equipment.

1.3 SUBMITTAL DATA

A. Contractor shall furnish complete submittal data for all piping materials, including manufacturer's specifications, certifications, class, type, and schedule. Submittal data shall additionally be furnished for pipe hangers and supports, pipe sleeves including sealing and fire safing materials and installation.

PART 2 - PRODUCTS

2.1 PIPE AND PIPE FITTINGS

A. Piping system materials shall be furnished as specified under the Sections describing the various piping systems. Pipe fittings shall be compatible with the piping systems in which they are installed.

B. Socket weld fittings shall be Schedule 40, 2000 pound or Schedule 80, 3000-pound construction, as specified in the applicable Sections of this Specification, conforming to ANSI B16.11, as manufactured by Grinnell or equivalent.

C. Pipe fittings for copper piping system shall be wrought copper conforming to ANSI B16.22. Cast brass fittings conforming to ANSI B16.23, may be utilized for sanitary drainage, waste and vent systems, HVAC gravity condensate drainage system, and other non-pressure applications.

D. Bronze flanges, Class 125 and Class 150, shall conform to ANSI B16.24.

2.2 FLOOR, WALL AND CEILING PLATES

A. Where uncovered, exposed pipes pass through finished floors, finished walls, or finished ceilings, they shall be fitted with chromium plated spun brass escutcheon plates. Plates shall be large enough to completely close the hole around the pipe and shall be not less than 1-1/2" or more than 2-1/2" larger than the diameter of the pipes. All plates shall be securely held in place.

2.3 UNIONS

A. Piping 2-1/2" and larger shall be provided with bolted flange union connections. Weld flanges and bolting shall conform to ANSI B16.5. Bronze flanges shall conform to ANSI B16.24. Flange class shall be as specified in the applicable Sections of the Specifications.

B. Malleable iron grooved joint unions with brass to iron seats, Class 125, 250, or 300, as required by the application and compatibility requirements with the piping system fitting classification, conforming to MSS SP-77 and ANSI B16.39, shall be provided in piping systems 2" and smaller. Copper unions conforming to ANSI B16.22 shall be provided in copper piping systems. Union connections shall be installed at all coils, control valves, equipment connections, and at other locations shown on the drawings, and required for proper system operation and maintenance.

2.4 DIELECTRIC FITTINGS

A. Dielectric insulating fittings shall be provided to connect dissimilar metals, such as copper tubing to ferrous metal pipe. Connections 2" and smaller shall be threaded dielectric union conforming to ANSI B16.39. Connections 2-1/2" and larger shall be flange union with dielectric gasket and bolt sleeves, conforming to ANSI B16.42. Insulating fittings will not be required between bronze valves and copper piping, unless otherwise specified. Dielectric coupling is not permitted.

2.5 PIPE HANGERS AND SUPPORTS

A. All piping shall be rigidly supported from the building structure by means of hanger assemblies properly selected and sized for the application in accordance with the manufacturer's recommendations and specifications. Pipe hangers shall be Grinnell, B-Line, or equivalent.

B. No attempt has been made to show all required piping supports in all locations, either on the drawings or in the details. The absence of pipe supports and details on any drawing shall not relieve the Contractor of the responsibility for furnishing and installing proper hangers and supports throughout.

C. Piping hangers shall be spaced on the scheduled maximum spacing and shall have hangers not more than one foot from each elbow and other changes in direction or elevation. Provide additional hangers and supports at valves, strainers, in-line pumps adjacent to flexible connections, and other required heavy components. Piping system shall be installed in an approved manner and shall not overload the building structural frame. Contractor shall provide additional hangers and miscellaneous steel supports as may be required to distribute the piping system load over multiple structural members where required or directed. Maximum allowable spacing for steel and copper piping, other than fire protection piping, shall be as scheduled in Table No. 1.

TABLE NO. 1

MAXIMUM SUPPORT SPACING FOR STEEL AND COPPER PIPING SYSTEMS

Steel Piping	- Maximum Spacing
1/2"	- 5'-0"
3/4" and 1"	- 6'-0"
1-1/4" through 2"	- 8'-0"
2-1/2" through 6"	- 10'-0"
8" through 12"	- 12'-0"
14" and larger	- 12'-0"

Copper Piping	- Maximum Spacing
3/4" through 2"	- 6'-0"
2-1/2" through 4"	- 8'-0"
5" and larger	- 10'-0"

D. Round rods supporting the pipe hangers shall be of the minimum dimensions as scheduled in Table No. 2. Hanger rods shall be hot-rolled steel, ASTM A-36 or A575, galvanized, all-thread. Provide for controlling level and slope by turnbuckles or other approved means of adjustment and incorporate locknuts.

TABLE NO. 2

HANGER ROD SIZE FOR PIPE HANGER SUPPORTS

1/2" to 2" pipe	- 3/8" rod
2-1/2" to 3" pipe	- 1/2" rod
4" to 5" pipe	- 5/8" rod
6" pipe	- 3/4" rod
8" to 12" pipe	- 7/8" rod
14" and 16" pipe	- 1" rod.
18" and 20" pipe	- 1-1/4" rod.

E. Hangers, clamps and other support materials in contact with copper piping shall be copper or copper plated to prevent electrolysis. Hangers for copper piping shall be copper plated adjustable ring type Grinnell Fig. CT-269, adjustable swivel ring, Grinnell Fig. CT69, Fig. CT-65 or adjustable clevis type or equivalent. Provide minimum 10 mil plastic wrap around copper pipe at any ferrous point of attachment including trapeze hangers, clamps, and other supports.

F. Hangers for steel shall be steel clevis type hangers, Grinnell Fig. 260 or equivalent.

G. Hangers and associated hardware in crawlspace, under foundations, and in wet areas shall be hot dipped galvanized. Otherwise, hangers and hardware shall be cadmium plated.

H. Where piping is installed side by side, the Contractor may support the piping utilizing trapeze type hanger assemblies. Horizontal trapeze member shall be galvanized steel channel, not less than 1-1/2" x 1-1/2" x 12" gauge, or Unistrut. Contractor shall provide heavier steel members as required for the load to be supported and the distance span. Hanger rods shall be as specified above, properly sized for the load supported but not less than 5/8" diameter. Un-insulated copper piping shall be isolated from the steel trapeze. Individual pipe shall be guided on the horizontal member at every other hanger point with 1/4" U-bolt fabricated from steel rod. Provide full circle galvanized sheetmetal insulation shield for insulated piping at trapeze hangers with U-bolt guide and galvanized sheetmetal insulation half-shield at other trapeze hangers. Insulation shield shall be 18 gauge minimum, Grinnell Fig. 167 or equivalent.

I. As required for the proper control of the system expansion and contraction, and for heating hot water provide rolled type supports. Roller hangers shall be Grinnell Fig. 181 or equivalent and roll support for trapeze hangers and pipe racks shall be Grinnell Fig. 271 or equivalent complete with base plate.

J. Special piping supports including wall support racks, floor mounting type supports shall be provided as indicated on the drawings, and as required for the proper support for the piping systems.

K. Vertical piping shall be supported at each floor level by means of riser clamps, Grinnell Fig. 261 and Fig. G-121 copper clad for copper piping systems, or equivalent. Proper allowance for the expansion and contraction of the vertical risers shall be provided. Contractor shall submit shop drawings indicating proposed method for support and control of expansion and contraction of vertical piping.

L. The use of pipe hooks, chains, or perforated iron for pipe hanger supports will not be permitted.

M. All insulated piping systems specified in Section 23 07 00 Mechanical System Insulation, shall be provided with individual hangers sized to encircle the insulation. See applicable sections for insulation thickness requirements. The specified piping systems where supported by means of trapeze hangers shall not rest directly on the trapeze horizontal members. The insulation at hangers and trapeze hangers shall be protected by means of insulation shield, Grinnell Fig. 167, or equivalent. Grinnell Fig. 160 or equivalent, curved steel pipe saddle shall be provided at roll hangers. Contractor shall provide section of high-density calcium silicate insulation or thermal hanger shields as manufactured by Pipe Shields, Inc., or equivalent, at all insulation piping system hanger and support points for piping 1-1/2” or larger.

N. Attachment of piping hangers to the building structure shall be provided in a manner approved by the Structural Engineer. The Contractor shall provide concrete inserts in the building construction at the time the concrete is poured, and hangers shall be attached to these inserts. Self-drilling expansion anchors, Federal Specification FF-S-325, may be used in concrete construction not less than 4" thick. Applied load shall not exceed manufacturer's approved ratings. Power driven fasteners may be used in existing concrete or masonry not less than 4" thick where approved by the Structural Engineer. Attachment to wood construction shall be by means of wood screws or lag bolts.

2.6 PIPE SLEEVES

A. Pipe sleeves shall be furnished and set by the Contractor, and he shall be responsible for their proper and permanent location. Piping will not be permitted to pass through footings, beams or ribs except with written consent of the Architect. Pipe sleeves shall be installed and properly secured in place at all points where pipes pass through gypboard stud walls and concrete, and masonry construction and at all fire and smoke rated walls and partitions. Pipe sleeves, except sleeves in footings and beams shall be equal to Pipe Shields Incorporated Model WFB for walls, DFB for decks, or QDFB for corrugated decks, or equivalent. Each sleeve shall be adjustable, with annular spacing packed with U.L. approved mineral fiber fire safing material. Where insulated piping is installed, calcium silicate inserts to match the insulation thickness and extending 1" past the sleeve on both ends, shall be provided. Pipe sleeves in concrete and masonry construction, footings and beams shall be Schedule 40 black steel pipe. Pipe sleeves in gypboard construction shall be galvanized steel metal. Sleeves shall be not less than 1" or more than 2" larger in diameter than the pipe to be installed. Pipe sleeves in floors shall extend 2" above finished floor in chases and equipment room areas unless otherwise approved by the Architect. Openings between piping and sleeves shall be made watertight with plastic cement installed to a minimum depth of 2". Where pipes pass through exterior walls, the annular space between the wall and the pipe shall be sealed by sealing elements made of synthetic rubber, pressure plates, and cadmium plated bolts as manufactured by Link-Seal, or equivalent.

B. Un-insulated piping passing through fire walls, smoke wall, sound control walls and air plenum separations shall be sealed airtight to the adjacent construction by means of UL approved fireproof caulking materials.

C. Insulated piping passing through fire walls and smoke walls shall be provided with a section of UL approved fire safing insulation to match the required insulation thickness or Pipe Shields, Inc. pipe shield sleeves as specified above at the required wall penetrations. The space between the piping sleeve penetration and the adjacent wall Construction shall be sealed airtight with UL approved fireproof caulking material. Penetrations of gypboard sound walls and air plenum separators shall be caulked airtight with an approved caulking compound.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

A. Provide and erect, according to the best practices of the trade, all piping shown on drawings and required for the complete installation of these systems. The piping shown on the drawings shall be considered as diagrammatic for clearness in indicating the general run and connections and may or may not in all parts be shown in its true position. The piping may have to be offset, lowered, or raised as required or as directed at the site. This does not relieve the Contractor from responsibility for the proper erection of systems or piping in every respect suitable for the work intended as described in the specifications. In the erection of all piping, it shall be properly supported, and proper provisions shall be made for expansion, contraction and anchoring of piping. All piping shall be cut accurately for fabrication to measurements established at the construction site. Pipe shall be worked into place without springing and/or forcing, properly clearing all windows, doors, and other openings and equipment. Cutting or other weakening of the building structure to facilitate installation will not be permitted. All pipes shall have burrs and/or cutting slag removed.

by reaming or other cleaning methods. All changes in direction shall be made with fittings. All open ends of pipes and equipment shall be properly capped or plugged to keep dirt and other foreign materials out of the system. Plugs of rags, wool, cotton waste or similar materials may not be used in plugging. All piping shall be arranged so as not to interfere with removal and maintenance of equipment or filters or devices; and so as not to block access to manholes, access openings, etc. Flanges or unions as applicable for the type of piping specified shall be provided in the piping at connections to all items of equipment including refrigeration machines. All piping shall be so installed to ensure noiseless circulation. All valves and specialties shall be so placed to permit easy operation and access, and all valves shall be regulated, packed, and adjusted at the completion of the work before final acceptance. All piping shall be erected to ensure proper draining.

3.2 JOINTS

A. Caulked Joints: Resilient molded gasket joints or "Ty-Seal" may be used for sanitary soil, waste and vent piping. No-hub pipe and fittings will be accepted with the exception that no-hub pipe and fittings shall not be allowed for buried installation.

B. Solder Joints: Copper tubing shall be cut square and burrs removed. Both inside of fittings and outside of tubing shall be well cleaned before sweating. Care shall be taken to prevent annealing of fittings and hard drawn tubing when making connections. Joints for sweated fittings shall be made with a non-corrosive paste flux and solid 95-5 tin-antimony wire solder, unless otherwise specified. Cored solder will not be permitted. 50/50 lead solder shall not be permitted for any applications.

C. Press Joints are allowed for copper piping application for chilled water. Press fittings shall be Viega ProPress or Viega ProPress XL with maximum operating pressure of 200 psi. and temperature range from 0°F to 250°F. Fittings shall be include an EPDM sealing element to provide permanent leak-proof connection. ProPress fittings shall be installed following manufacturer’s recommendations.

D. Flanged Joints: Flanged joints shall conform to the American Standard for cast iron flanged pipe fittings, Class 125, 150 or 300 as specified in the applicable Sections of these specifications. Gaskets shall be full face or ring type, non-asbestos, suitable for the service on which used.

3.3 PUMP AND EQUIPMENT CONNECTIONS

A. All piping connecting to pumps and other equipment whether connected utilizing flexible connectors or with solid pipe connectors, shall be installed without strain at the pipe connection of the equipment. The Contractor shall be required, if so directed, to disconnect piping to demonstrate that piping has been so connected.

3.4 FLUSHING, DRAINING AND CLEANING PIPE SYSTEMS

A. The Contractor shall flush out all water systems with water before placing them in operation. Other systems shall be cleaned by blowing them out with compressed air or nitrogen. After systems are in operation and during the test period, all strainer screens shall be removed and thoroughly cleaned.

B. Piping flushing shall conform to the requirements of 23 2114, Chilled Water System and Equipment

3.5 TESTING

A. Before any insulation is installed or before piping is covered or enclosed, all piping systems shall be tested and proven tight at not less than 150% of the maximum service pressure which the piping systems will be required to handle. Piping system tests shall be as specified in the applicable sections of this Specification. All tests shall be witnessed and approved by the Owner's representative.

B. All labor, material, and equipment required for testing shall be furnished by the Contractor. The Contractor shall be responsible for all repairs and retesting as required. All instruments and other equipment whose safe pressure range is below that of the test pressure shall be removed from the line or blanked off before applying the tests. To perform tests, all lines shall be flushed and cleaned.

C. All safety measures required by codes or ordinances or reasonably applicable to the situation shall be provided by the Contractor in conjunction with the testing of the piping systems.

D. Equipment or piping to be pressure tested shall not be insulated, covered, or concealed prior to that test. Tie rods, clamps etc., shall be in place and fastened.

E. Tests shall not be used to establish pressure ratings.

F. Protect all piping and equipment against over pressure, collapse from vacuum, and hydraulic shock during the filling, testing, and draining procedures. Seats of iron valves shall not be subjected to a pressure more than the maximum cold working pressure of the valve. Pressure tests against other closed valves shall not exceed twice the normal rating.

G. Apply test pressure only after the system and test medium are at approximately the same temperature, preferably not less than 60^0F. Note that some applicable codes may require testing above a specified minimum temperature.

H. Remove from the system all pumps, turbines, traps, expansion joints, instruments, control valves, safety valves, rupture discs, orifice plates, etc., which might be damaged by the test. Also remove all items such as orifice plates which might trap air in a system to be hydrostatically tested. Disconnect all instruments and air lines where copper tubing starts.

I. Systems may be separated into sub-systems for testing if such action will expedite or simplify the testing.

J. During hydrostatic testing of lines, provide temporary supports to prevent overstressing supports or hangers. When tests are completed, remove all temporary supports, locks, stops, etc., and adjust supports for their cold load and alignment.

END OF SECTION 23 0504

SECTION 23 0505
PIPING SPECIALTIES

PART 1 - GENERAL

1.1 REQUIREMENTS

A. Furnish and install all piping specialties necessary for satisfactory operation of the systems. Conform to applicable provisions of the General Conditions, Supplemental General Conditions and General Requirements.

1.2 RELATED SECTIONS

A. Section 23 05 00, Common Work Requirements.

B. Section 23 05 04, Pipe and Pipe Fittings.

C. Section 23 05 23, Valves.

D. Section 23 07 00, HVAC Insulation.

1.3 SUBMITTAL DATA

A. Furnish complete submittal data for all piping specialties including manufacturer's specifications, performance characteristics, ratings, installation instructions, certifications, and approval of listing agencies, wiring diagrams, and selection analysis.

PART 2 - PRODUCTS

2.1 STRAINERS

A. Strainers suitable for the application shall be furnished and installed on the high-pressure side of pressure reducing valves, pressure regulating valves, suction side of pumps, inlet of indicating and control instruments and equipment subject to sediment damage, and as shown on the drawings. Strainers shall be "Y"-type unless basket strainers are indicated. Tee-type strainers will not be accepted. Strainer element shall be removable without disconnecting piping. Every strainer shall be provided with a blow-off connection not less than 1/2" NPT and provided with a ball valve the full size of the strainer outlet tapping. Strainers located outside of mechanical equipment rooms and above ceilings shall be provided with hose connection and cap on the outlet of the blowoff valve. Strainers shall be Spirax Sarco, Armstrong, Febco, Grinnell, Hoffman, Keckley, Metraflex, Mueller, Yarway, or equivalent.

B. Strainers 2" and under for copper piping systems shall be threaded connection, bronze body, 250 PSIG maximum working pressure, suitable for steam, oil, gas and liquid service, Sarco BT or equivalent.

C. Strainers 2" and under for steel piping systems shall be threaded connection, bronze body, as specified above or cast-iron body as specified herein, except all strainers in galvanized steel domestic water systems shall be bronze body. Cast iron strainers shall be threaded connection, 250 PSIG maximum working pressure, suitable for steam, oil, gas and liquid service, Sarco IT or equivalent.

D. Strainers 2-1/2 inches or larger shall be standard flanged connection ANSI-250, cast iron body, suitable for steam, oil, gas, and liquid service, 250 maximum working pressure at 406° F maximum temperature, Sarco AF-250, or equivalent.

E. Basket strainers 2" and larger shall be standard flanged ANSI-250, cast iron body bolted cover, Type 304 stainless steel screen, suitable for steam or liquid service, 250 PSIG maximum working pressure at 406°F maximum temperature, Sarco 528-B-250, or equivalent.

2.2 PRESSURE GAUGES

A. 2.5-inch glycerin filled, SS case, 1.5% accuracy, dual scale (PSI & KPA), bronze bourdon tube and 0.25-inch NPT connection, brass snubber with properly selected filter disc for the application, and needle valve with knurled brass or ABS plastic handle. Provide multiple needle valves where a single pressure gauge is used to measure pressure at multiple points. Gauges shall be Winters, Weiss, Ashcroft, Trerice, Weksler, or approved substitution.

B. Select pressure range so that the normal operating pressure is approximately 50% of the scale range. Provide compound and vacuum gauges where required by the application.

C. Install gauges so they are easily readable from normal operator level. Where the sensing location is not convenient to the operator, install the gauge and needle valves at a location easily read from normal operator level, extend piping from there to the sensing point on the main pipe, and provide a ball valve for isolation at the main. In addition, provide drain and vent valves to facilitate removing air and water from the sensing line.

2.3 THERMOMETER AND THERMOMETER WELLS

A. Either liquid filled or digital type, vari-angle, 3-1/2" stem for pipe sizes through 6" and 6" stem for pipe sizes 8" and larger, dual scale (degrees F & C), separable brass socket, extension neck where installed in insulated piping, and accuracy 1% of range. Winters, Weiss, Moeller, Trerice, Weksler, Duro, or equivalent.

1. Liquid Filled Type: 9" case, straight form, V-shaped, high pressure die cast aluminum, baked enamel finish, with heavy glass-protected front firmly secured with spring action, and organic liquid filled magnifying lens. Winters 9IT or approved equal.

2. Digital Type: May be used both indoors and in outdoor locations not exposed to sunlight, high impact ABS plastic housing, suitable for operation at 16 Lux. Winters 9IT or approved equal.

B. Ranges: Provide the following ranges except where otherwise indicated:

Chilled Water	0-120 degrees F
Heating water	30-240 degrees F

2.4 MANUAL AIR VENTS

A. Provide manual air vents at the high point of all liquid piping system and as otherwise required for proper air elimination and liquid circulation.

B. Manual air vents shall be 1/2" brass ball valves as specified in Section 23 05 23. Provide brass hose connection and plug on valve outlet.

2.5 AUTOMATIC AIR VENT

A. Provide automatic air vents for all separators, at the high point of all hydronic systems. Automatic air vents shall be 3/4" size, minimum. Provide manual shut-off ball valve between automatic air vent and piping system. Automatic air vents shall be float type, 150 PSIG maximum working pressure, 3/4" NPT system connection, Amtrol Model No. 720, Taco, Armstrong, Watson-McDaniel, Hofmann, or equivalent.

2.6 MANUAL DRAIN VALVES

A. Provide manual drain valves at the low points of all liquid piping systems, at any branch connection serving three or more terminal units to avoid having to drain entire system and as otherwise required for proper draining of systems. Manual drain valves shall be sized not less than 3/4" size, brass ball valve, as specified in Section 23 05 23. Pipe discharge from drain valves to floor drain, floor sink, or as otherwise directed for indirect discharge into sanitary sewer system. For drain valves located above ceiling or in location outside mechanical equipment areas provide brass hose connection and cap for valve discharge.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All specialties shall be installed in accordance with the best standard practices and as recommended by the manufacturer.

B. Install thermometers so they are easily readable from operator level.

C. Where thermometers, gauges, vents, and test fittings occur in insulated piping systems or on insulated equipment, extension necks shall be provided to extend beyond the insulation.

3.2 AIR VENTS

A. Manual air vents shall be installed as specified herein and at the high points in all piping systems.

B. Automatic air vents shall be installed as specified herein and at locations indicated on the drawings. Automatic air vents shall be installed level and in accordance with manufacturer's directions to properly vent system, complete with individual isolation valves.

3.3 STRAINERS

A. All strainer screens, including basket strainers and suction diffusers, shall be removed and cleaned prior to commencing testing and balancing work and shall be maintained clean

through project final acceptance by the Owner. Suction diffusers start-up strainers shall be removed prior to final system testing and balancing work.

3.4 TEST AND ADJUSTMENT

A. Field adjusts all water pressure regulating valves, flow switches, water level controls, and specialties to provide required system operation.

B. Field test and verify the operation of all safety devices including water relief valves and temperature and pressure relief valves.

END OF SECTION 23 0505

SECTION 23 0523
VALVES

PART 1 - GENERAL

1.1 REQUIREMENTS

A. All Valves shall conform with current applicable provisions of the General Conditions, Supplementary Conditions, and General Requirements.

B. All Valves shall meet the current MSS Specifications covering Bronze & Iron Valves. MSS-SP-80, MSS-SP-70, MSS-SP71, MSS-SP-85 where applicable.

C. Lead Ban: Valves shall be lead free.

1.2 RELATED SECTIONS

A. Section 23 05 00 for Common Work Requirements for HVAC.

B. Section 23 05 04 for Pipe and Pipe Fittings.

C. Section 25 00 00 for Automatic Temperature Control Valves.

1.3 SCOPE

A. Contractor shall furnish and install all valves and accessories necessary for satisfactory operation of the systems.

1.4 VALVE REQUIREMENTS

A. All Check valve or Ball valves shall be manufactured by Milwaukee, Nibco, Apollo, Stockham, Powell, Crane, Grinnell, or equivalent.

B. All lubricated plug valves shall be as manufactured by Rockwell, Walworth, Homestead, or equivalent.

C. Butterfly valves shall be as manufactured by Milwaukee, W. C. Norris, Centerline, Crane, Demco, Keystone, Grinnell, Victaulic, Nibco, or Dezurik, or equivalent. Butterfly valves may be used for closed circuit chilled water, heating hot water (200°F maximum) run-around coil and heat pump circulating water systems and for condensing water systems. Butterfly valves shall not be used for domestic water or other non-specified service.

D. Ball valves shall be utilized in lieu of gate valves and globe valves for all HVAC and plumbing systems for sizes 2" and smaller.

E. Butterfly valves shall be utilized for all HVAC and plumbing systems for sizes 2-1/2" and larger.

F. All valves of the same type shall be products of a single manufacturer unless otherwise approved by Owner's Representative.

PART 2 - PRODUCTS

2.1 GENERAL SERVICE VALVES, HVAC AND PLUMBING SYSTEMS

A. Check Valves - 2" and Smaller, Class 125: Valves 2" and smaller shall be cast of ASTM B-62 bronze, Class 125 construction, Y-pattern, swing type design, teflon seat, disc for steam service, Buna-N for water service. Milwaukee 509 (Threaded) or equivalent; Milwaukee 1509 (Solder) or equivalent.

B. Check Valves - 2" and Smaller, Class 150: Valves 2" and smaller shall be cast of ASTM B-62 bronze, Class 150 construction, Y-pattern, swing type design, bronze seat, composition disc, teflon seat disc for steam service, Buna-N for water service. Milwaukee 510 (Threaded) or equivalent; Milwaukee 1510 (Solder) or equivalent.

C. Check Valves - 2" and Smaller, Class 300: Valves 2" and smaller shall be cast of ASTM B-62 bronze, Class 300 construction, Y-pattern, swing type design, bronze regrinding disc. Milwaukee 507 (Threaded) or equivalent.

D. Check Valves - 2 1/2" and Larger, Class 125: Valves 2-1/2" and larger shall be of ASTM A-126 Class B, cast iron, flanged ends, Class 125 construction, bolted bonnet, bronze trim, swing type design. Milwaukee F2974M or equivalent.

E. Check Valves - 2 1/2" and Larger, Class 250: Valves 2-1/2" and larger shall be of ASTM A-126 Class B, cast iron, flanged ends, Class 250 construction, bolted bonnet, bronze trim, swing type design. Milwaukee F2970 or equivalent.

2.2 BUTTERFLY VALVES

A. Valves 2-1/2" and larger shall be full lug pattern, ASTM A-216, Class B cast iron body, 416-SS stems and nosing, ductile iron disc, EPDM liner and seats (-30°F to 275°F) w/rigid phenolic cartridge, 200 PSIG working pressure with Bubble tight shut-off. Valves shall be for mounting between flanges with lugs drilled and tapped so that pipe may be disconnected on either side of valve with opposite end remaining under pressure. Milwaukee ML-123-E or equivalent.

B. Valves 4" and smaller shall be provided with level handler operator with spring loaded lock stops. Valves 5" and larger shall be furnished with manual gear operator with hand wheel.

C. Valves installed for insulated services shall be provided with extensions, as required, such that operator does not interfere with insulation or insulation jacketing.

D. Butterfly valves furnished for use in grooved piping system shall meet the material specification requirements as specified herein.

2.3 BALL VALVES

A. Valves 2" and smaller shall be cast of ASTM B-62 bronze, Class 150 construction, 600 PSI W.O.G. Two-piece body, stainless steel balls and stem, blowout proof stem, reinforced TFE seats, non-asbestos packing. Milwaukee BA-100 (threaded) or equivalent. Milwaukee BA-150 (solder) or equivalent.

B. Valves installed on insulated services shall be provided with extensions, as required, such that operator does not interfere with insulation or insulation jacketing. Cutting or notching of the insulation or bending of handles shall not be permitted.

2.4 BALANCE VALVES

C. Valves 2" and smaller: Ball valve, bronze, Class 150 construction, 600 PSI W.O.G., Two-piece body, Milwaukee BA-100 (threaded). Milwaukee BA-150 (soldered), as specified herein or equivalent.

D. Valves 2-1/2" and larger: Lubricated plug valve, cast iron construction, 175 PSI W.O.G., Class 125 flange connections, level handle for valves 4" and smaller, manual gear operator with handle wheel for valve 5" and larger. Walworth No. 1797F or equivalent.

E. Valves 2-1/2" and larger:

1. Butterfly valve, full lug pattern, as specified herein.
2. Furnish level handle with infinite throttling positions and locking device for securing handle in any position for valves 4" and small and manual gear operator with hand wheel for valves 5" and larger.

2.5 MANUAL AIR VENTS AND DRAIN VALVES

A. For manual air vents and drain valves, see Specification Section 23 05 05, Piping Specialties.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All valves shall be installed in locations which will allow easy operation and facilitate maintenance.

END OF SECTION 23 0523

SECTION 23 0550
VARIABLE FREQUENCY DRIVES

PART 1 - GENERAL

1.1 REQUIREMENTS

A. Conform with applicable provisions of the General Conditions, the Special Conditions, and General Requirements.

1.2 RELATED SECTIONS

A. Section 23 05 00 for Common Work Requirements for HVAC.

B. Section 23 05 93 for Testing, Adjusting and Balancing.

C. Section 23 0800 Commissioning for MEP Systems

1.3 GENERAL

A. Variable frequency drives shall be coordinated with the equipment being furnished and the wiring coordinated with the Division 26 contractor.

B. Do not connect power factor correction devices in the electrical circuit serving any variable frequency drive or the motor downstream of the drive.

C. Manufacturer's Qualifications: Firms regularly engaged in manufacture of variable speed ac motor drives of types and ratings required, whose products have been in satisfactory use in similar service for not less than five years. All Division 23 variable frequency drives shall be of one manufacturer/model series and be provided by the exclusive local representative for sole source responsibility of all aspects of sales, startup, service, training and warranty.

D. Variable frequency drives shall be manufactured by Asea Brown Boveri (ABB), Series ACH 550.

1.4 SUBMITTALS

A. Refer to Sections 23 05 00 for additional requirements.

B. Product Data: Submit manufacturer's data including catalog information, performance data efficiency, harmonic distortion, RFI/EMI (Radio Frequency Interference/Electromagnetic Interference) specifications, installation instructions and general recommendations for each type or size of motor.

C. The VFD manufacturer shall provide calculations as part of the shop drawing submittal specific to this installation showing total harmonic voltage distortion is less than 5%. Input line filters shall be sized and provided as required by manufacturer to ensure compliance with IEEE Standard 519-1992, "Guide for Harmonic Control and Reactive Compensation for Static Power Converters."

D. Shop Drawings: Submit dimensioned drawings of cabinet and front panel layout, showing

accurately scaled switches, their layouts and proximity to associated equipment. Furnish control schematic connection diagram showing all field connections.

1.5 SCOPE

A. Furnish and install pulse width modulating (pwm) output wave HVAC Variable Frequency Drives (VFD) and control wiring between the VFD control system as specified in Section 23 05 50.

B. The Variable Frequency AC Motor Drive shall be designed to convert the design volt with a tolerated voltage window ± 30%, 3 phase, 60 Hz input power to 0 to design volt, 3 phase, 0-60 Hz variable frequency output power. The output frequency and voltage of the drive shall be variable such that a constant volts/Hz ratio is maintained throughout the operating range. The volts/Hz ratio shall be adjustable.

C. The drive shall be capable of operating any standard "off-the-shelf," NEMA B Design, squirrel cage induction motor with a 1.15 SF. The full load amp rating of the drive adjusted as required for jobsite elevation and ambient conditions shall be not less than 5% greater than the FLA rating of the motor or VFD must be oversized.

D. For maintenance purposes, the drive shall be capable of starting, stopping, and running with stable operation with the motor completely disconnected (no load).

E. Equipment will be designed and manufactured in accordance with applicable current NEMA, IEEE Standard 519-1992, (IEEE Guide for Harmonic Content and Control), UL 508, ISC 6 Enclosures for Industrial Controls and Systems, and IEC 801-2, 801-4, 255-4 recommendations and be designed for installation per NEC. Equipment will have UL, CUL, or ETL Listing or CSA listing as approved and accepted by the state and local code authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 VARIABLE FREQUENCY DRIVES

A. Each VFD shall be of the pulse width modulating design and shall consist of:

1. A full-wave diode bridge rectifier to convert incoming fixed voltage/frequency to a controlled DC voltage.
2. A DC bus filter with a power factor of .95 or better over the entire speed range.
3. The drive efficiency shall be 97% or better at full speed and full load. Efficiency shall not be less than 80% at 50% speed and load.
4. An inverter section to change the controlled DC voltage to a PWM adjustable voltage/frequency output for complete motor speed control. The inverter output will be generated by power transistors which will be controlled by six identical base driver circuits.

B. The VFD shall include the following:

1. The unit enclosure shall be NEMA 1. Any VFD's mounted inside an equipment room with unducted return air and/or mounted in AHU (air handling unit) shall be furnished with NEMA type enclosure required by the local Construction Codes.

All VFD's shall be UL Listed as plenum rated.

2. Electronic switching components shall be insulated gate/bipolar transistors, (IGBT).
3. An externally operated, door interlocked, fused disconnect switch or circuit breaker shall be provided. The base VFD shall be UL Listed with a short circuit interrupting rating of 100,000 symmetrical amps minimum without the need for input fuses. The DC Buss output shall be fused separately or electronically protected, with an indicating pilot light.
4. An internal 115V AC control power circuit with transformer and protective fuses shall be included or 250 mA of 24 VDC auxiliary power and be capable of loop powering a transmitter supplied by others.
5. Provide solid state relay interface for remote start/stop in both VFD and bypass mode independent of safety circuits.
6. Low frequency/low voltage start with linear adjustable ramp up to pre-selected speed.
7. Controlled acceleration and deceleration, separately adjustable, shall be provided from 2 to 180 seconds with torque limit override acceleration protection, and regeneration protection.
8. Critical Frequency lock out to skip over frequencies that may cause unstable operation in equipment being controlled. Provide at least three separate lockout settings.
9. The VFD 'run permissive circuit' will provide a normally open contact whenever a run command is provided (local or remote start command in VFD or bypass mode). The VFD system (VFD or bypass) shall not operate the motor until it receives a system ready command/contact closure.
10. Furnish line reactors/inductors with minimum 5% impedance designed to provide proper protection of harmonics and transients for the drive input power line. This is a minimum requirement, and the manufacturer shall furnish higher rated line reactors or isolation transformers as may be necessary to maintain specified maximum total harmonic voltage distortion. Line reactors/transformers shall be factory mounted and wired within VFD enclosure. The 5% impedance reactors may be from dual (positive and negative DC bus) reactors, or 5% impedance AC line reactors. VFD's with only one 5% DC reactor shall add AC line reactors.
11. All components must be accessible from the cabinet door for service. The control shall be microprocessor based and the control card shall be the same part number and fully interchangeable for all ratings and voltages of VFD's.
12. Drive must be designed for against the wall and/or floor mounted arrangements, as required by the project installation requirements.
13. The drive shall be software programmed to provide automatic restart after a power outage or trip from overcurrent, over voltage, under voltage or over temperature. A delay shall occur before restart to allow motor to stop completely. The drive shall shut down and shall require manual restart if the automatic reset/restart function is not successful within 3-5 attempts within a short time period.
14. The VFD shall be capable of starting into a rotating load (forward or reverse) and accelerate or decelerate to setpoint without safety tripping or component damage (flying start). The VFD shall include a fireman's override input. Upon receipt of a contact closure from the fireman's control station, the VFD shall override all other inputs (analog/digital, serial communication, and all keypad commands) and force the motor to run at the adjustable, preset speed.
15. The VFD shall be equipped with an automatic extended power loss ride-through circuit which will utilize the inertia of the load to keep the drive powered. Minimum power loss ride-through shall be one-cycle, based on full load and no

inertia. Removing power from the motor is not an acceptable method of increasing power loss ride-through.

16. Furnish terminal strip for external interlocks, isolated from the line and ground.
17. Furnish prewired keypad with 3-position HAND-OFF-AUTO switches/buttons and manual speed control that will incorporate "bumpless transfer" of speed reference when switching between "HAND" and "AUTO" modes. When in "HAND," the VFD will be started, and the speed will be controlled from the manual speed control. When in "OFF," the VFD will be stopped. When in "AUTO," the VFD will start via an external contact closure, and its speed will be controlled via an external speed reference.
18. The drive shall employ three (3) current limit circuits to provide trip-free operation:

    a. The Slow Current Regulation limit circuit shall be adjustable to 125% (minimum) of the VFD's variable torque current rating. This adjustment shall be made via the keypad, and shall be displayed in actual amps, and not as percent of full load.
    b. The Rapid Current Regulation limit shall be adjustable to 170% (minimum) of the VFD's variable torque current rating.
    c. The Current Switch-Off limit shall be fixed at 255% (minimum, instantaneous) of the VFD's variable torque current rating.

19. The overload rating of the drive shall be 110% of its variable torque current rating for one (1) minute every 10 minutes, and 140% of its "H" torque current rating for two (2) seconds every 15 seconds.
20. The VFD shall have door interlocked thermal magnetic circuit breaker which will disconnect all input power from drive and all internally mounted options when bypass is required. The disconnect handle shall be thru-the-door type and be pad-lockable in the OFF position.
21. The VFD shall have input line fuses mounted in drive enclosure.
22. The VFD shall be optimized for a 3 kHz carrier frequency to reduce motor noise. The carrier frequency shall be adjustable by the start-up engineer. VFD shall reduce the carrier frequency based on actual VFD temperature that allows the highest carrier frequency without derating the VFD.

C. The VFD shall have a programmable digital operator's keypad located in the front door of the drive enclosure which shall include the following features and requirements.

1. All VFD’s shall have the same customer interface, including digital display, keypad and customer connections, regardless of horsepower rating. The keypad is to be used for local control (START/STOP, FORWARD/REVERSE, and speed adjust), for setting all parameters, and for stepping through the displays and menus.
2. The VFD shall give the user the option of either 1) displaying a fault, or 2) running at a programmable preset speed or last speed known if the input reference (4-20 mA or 2-10V) is lost as selected by the user.
3. The VFD's shall utilize plain English digital display (code numbers are not acceptable). The digital display shall be a 40-character (2-line x 20 characters/line) LCD display. The LCD shall be backlit to provide easy viewing in any light condition. The contrast should be adjustable to optimize viewing at any angle. All set-up parameters, indications, faults, warnings, and other information must be displayed in words to allow the user to understand what is being displayed without

the use of a manual or cross-reference table.

4. There shall be a built-in time clock used to date and time stamp faults and record operating parameters at the time of fault. The clock shall also be programmable to control start/stop functions, constant speeds and four (4) separate, independent timer functions that have both weekday and weekend settings.
5. The VFD's shall utilize pre-programmed application macros specifically designed to facilitate start-up. The digital keypad shall be removable, capable of remote mounting and uploading/downloading parameters and HVAC specific Application Macros that shall provide one (1) command to reprogram all parameters and customer interfaces for a particular application to reduce programming time and initial start-up of multiple VFD's.
6. The VFD shall have a manual speed control integral to the keypad.
7. VFD shall have RS-485 port. The standard protocols shall be Modbus RTU, Johnson Controls N2 bus, Siemens Building Technologies FLN and BACnet available. No additional hardware, firmware, gateways, etc., shall be required for these standard protocols. Optional protocols for Lon Works, Profibus, Ethernet, and DeviceNet shall be available, and have the protocol in each VFD. The use of third-party gateways and multiplexers is not acceptable.
8. All protocols shall be "certified" by the governing authority, non-certified protocols are not allowed. If additional gateway, hardware, etc., is required to obtain the BACnet, Modbus, etc., interfaces, the VFD manufacturer shall supply one (1) gateway, hardware device, etc., per VFD. Multiple VFD's sharing one (1) gateway, hardware, etc., shall not be acceptable.
9. BACnet connection shall be an RS485, MSTP interface operating at 9.6, 19.2, 38.4, or 76.8 Kbps. The connection shall be tested by the BACnet Testing Labs (BTL) and be BTL Listed. The BACnet interface shall conform to the BACnet standard device type of an Applications Specific Controller (B-ASC). The interface shall support all BIBBs (BACnet Interoperability Building Blocks) defined by the BACnet standard profile for a B-ASC.
10. All wires to be individually numbered at both ends for ease of troubleshooting.

D. The following operation information displays shall be standard on the VFD digital display. The display shall be complete English words (alpha-numeric codes are not acceptable):

1. Output Frequency
2. Motor Current
3. Calculated Motor Torque
4. Calculated Motor Power
5. DC Bus Voltage
6. Output Voltage
7. Heatsink Temperature
8. Analog Input Values
9. Keypad Reference Values
10. Elapsed Time Meter
11. kWh Meter

E. The drive shall have the following field adjustments:

1. Five (5) programmable critical frequency lockout ranges to prevent the VFD from continuously operating an unstable speed.
2. PID setpoint controller shall be standard in the drive, allowing a pressure or flow. signal to be connected to the VFD, using the microprocessor in the VFD for the closed loop control. There shall be an independent, second PID loop that can be

utilized to maintain setpoint of an independent process (i.e. valves, dampers, cooling tower bypass valve control, chilled water valve control, etc.

3. Two (2) programmable analog inputs shall accept a current or voltage signal for speed reference, or for reference and actual signals for PI controller. Analog inputs shall include a filter; programmable from 0.01 to 10 seconds to remove any oscillation in the input signal. The minimum and maximum values (gain and offset) shall be adjustable within the range of 0 - 20 mA and 0 - 10 volts. Additionally, the reference must be able to be scaled so that maximum reference can represent a frequency less than 60 Hz, without lowering the drive maximum frequency below 60 Hz.
4. Six (6) programmable digital inputs for maximum flexibility in interfacing with external devices.
5. Two (2) programmable analog outputs proportional to frequency, motor speed, output voltage, output current, motor torque, motor power, DC bus voltage, or active reference.
6. Three (3) programmable digital relay outputs. The relays shall be rated for maximum switching current 8 amps at 24 VDC and 0.4 amps at 250 VAC; maximum voltage 30 VDC and 250 VAC; continuous current rating 2 amps RMS. Outputs must be true form "C" type contacts; open collector outputs are not acceptable.
7. Two (2) independently adjustable accel and decal ramps. These ramp times shall be adjustable from 1 to 1800 seconds.
8. Two (2) independently adjustable accel and decal ramps. These ramp times shall be adjustable from 1 to 1800 seconds.
9. The VFD shall ramp or coast to a STOP, as selected by the user.

F. Speed Command Input shall be via:

1. Keypad or manual speed control as selected by user.
2. Two (2) analog inputs, each capable of accepting a 0-20mA, 0-10V, 2-10V signal. Input shall be isolated from ground, and programmable via the keypad for different uses.
3. Analog inputs shall have a programmable filter to remove any oscillation of the reference signal. The filter shall be adjustable from 0.01 to 10 seconds. The analog input should be able to be inverted, so that minimum reference corresponds to maximum speed, and maximum reference corresponds to minimum speed. The minimum and maximum values (gain and offset) shall be adjustable within the range of 0-20mA and 0-10 volts.
4. Floating point input shall accept a three-wire input from a Dwyer Photohelic, or equivalent type instrument.

2.2 USER SELECTABLE AUTOMATIC/MANUAL BY-PASS (Operation of motor at full voltage at 60 Hz fixed speed).

A. Input line fused disconnect (service switch) and/or fast acting fuses exclusive to the VFD will allow the VFD to be disconnected from the line prior to clearing upstream branch circuit protection to maintain bypass capability. Door inter-locked, pad-lockable circuit breaker will disconnect all input power from the drive and all internally mounted options, together with fully rated magnetic motor starters mechanically interlocked shall be used to transfer motor to line power. Transfer must occur in orderly fashion causing no component. damage to either drive or motor. Manual bypass circuitry must be integral part of drive.

cabinet. Separate bypass or starter enclosure is not acceptable. The VFD shall be UL

Listed by the drive manufacturer and UL508 label complete bypass assembly.

1. An output contactor, bypass contactor and VFD only disconnect/service switch and/or fuses will be provided. Overload protection shall be provided in both drive and bypass modes.
2. Bypass designs that incorporate fuses common to both the VFD and the bypass will not be accepted. Three contactor bypass schemes are not acceptable, as a VFD input contactor is not a NEC recognized, lockable, physical disconnect and is an unacceptable means of safely disconnecting power to VFD.
3. The drive / bypass shall provide single-phase motor protection and under-voltage protection of bypass, contactor coils, etc., shall be in both the VFD and bypass modes.
4. The following operators shall be provided:

    a. Bypass HAND-OFF-AUTO
    b. Drive mode selector

5. Dedicated digital input that will transfer motor from VFD mode to bypass mode upon dry contact closure for fireman's override. Two modes of operation: One mode forces the motor to bypass operation. The second mode as above also defeats all safeties and inputs (run until destruction).

B. Furnish auxiliary contacts to monitor drive status with FMS. A drive failure of any kind shall produce alarm signal and FMS.

PART 3 - EXECUTION

3.1 INSTALLATION

A. The drive shall be installed in strict accordance with manufacturer instructions. A minimum of 42" clearance shall be maintained in front of drives.

3.2 EQUIPMENT PROTECTION

A. Whenever possible drive shall be mounted within sight of motor that is controlled by drive. In the event that drive is not mounted within sight of motor, a disconnect will be installed (under Division 26) within sight of motor. If a disconnect is installed between motor and drive the drive supplier shall provide a 6" x 6" red engraved warning sign to be mounted at

"WARNING: TO AVOID DAMAGE TO FREQUENCY DRIVE DO NOT PULL DISCONNECT, EXCEPT IN AN EMERGENCY, UNTIL FREQUENCY DRIVE IS SHUTDOWN."

the disconnect which shall read as follows:

B. Drive shall include a coordinated AC transient protection system consisting of MOV's (Metal Oxide Varistors: phase-to-phase and phase-to-ground), a capacitor clamp, and 5% impedance reactors designed to protect itself against all normal transients and surges in the incoming power line, any grounding or disconnecting of its output power, and any interruption or run away of the incoming speed reference signal. Protection is defined as a normal shutdown with no component damage.

C. In general, the drive shall contain the following protective circuits. In the case of a

protective trip, the drive shall STOP, and announce the fault condition in complete words (alpha-numeric codes are not acceptable).

1. Overcurrent trip 200% of the VFD's variable torque current rating.
2. Overvoltage trip 130% of the VFD's rated voltage.
3. Undervoltage trip 60% of the VFD's rated voltage.
4. Ground Fault.
5. Adaptable Electronic Motor Overload (I^2t). The electronic motor overload protection shall protect the motor based on speed, load curve, and external fan parameter. Circuits which protect the motor only at full speed are unacceptable.

3.3 OPERATING CONDITIONS

A. +/- 10%-line voltage variations.

B. 5% incoming line frequency variations.

C. Maximum output frequency variations shall be +/- .25%.

D. FLA to meet or exceed UL/NEC table 430-150 of the minimum motor horsepower specified on the equipment schedule on the drawings.

E. Ambient temperature.

1. 0 to 50ºC - NEMA 1 and 12 indoor enclosures: 1 thru 50 HP, 480 and 230 volts shall be capable of continuous operation as per VFD manufacturers documented/submittal data or VFD musts be oversized.
2. 0 to 40ºC - NEMA 1 and 12 indoor enclosures: 60 thru 550 HP, 480 and 230 volts, shall be capable of continuous operation; from 49 to 50 Deg. C (104 to 122 Deg. F.), VFD current de-rate as per VFD manufacturers documented/submittal data or VFD must be oversized.
3. 0 to 50ºC - NEMA 3R outdoor enclosures inclusive of all HP and voltages shall be capable of continuous operation as per VFD manufacturers documented/submittal data or VFD must be oversized.

F. 90% Maximum humidity (non-condensing).

3.4 TESTING AND DOCUMENTATION

A. Manufacturer to conduct standard factory tests to assure compliance with specification requirements.

B. Manufacturer's local Designated Service Station's startup technician shall provide field startup and commission of all VFD's and shall demonstrate trouble free, stable operation for conditions of starting, full load, three quarter load, half load, quarter load, no load and intermediate loads. The local Designated Service Station shall have factory trained and certified applications engineer/service personnel to provide service, training and warranty onsite 24/365 (24 hours / 365 days per year) and a toll-free support line. Provide four (4) hours onsite training of programming and operation.

C. Field tests shall include 100 hours of operation under load to demonstrate adequacy of equipment under thermal and voltage stresses, and that harmonic and other interferences do not adversely affect the electrical instrumentation and communications systems.

D. Manufacturers technically qualified and factory trained representative to make final written documents of installation, inspection, and test run.

E. Field testing to include demonstration of automatic restart under operation of the following existing controls:

1. Fire Alarm.
2. OFF/AUTO Switch.
3. Clock Control.
4. FMS START/STOP in both VFD and BYPASS MODE.

F. Switching from bypass to VFD operation both manually and automatically which shall be user selectable.

G. Complete records of test procedure and results to be made available at no additional cost to purchaser's representative.

H. Equipment shall carry a two (2) year guarantee as to workmanship, material, and satisfactory functioning from date of startup or maximum of 30 months from date of shipment from factory.

I. Furnish complete sets of their drawings showing control schematics, transistor schematics, wiring, outline dimensions, mounting details and equipment weight.

J. Operating & Maintenance Data and Spare Parts List - Furnish copies of all instruction books, spare parts lists and special bulletins covering on-site installation and operation in accordance with Section 23 0500.

END OF SECTION 23 0550

SECTION 23 0593
TESTING, ADJUSTING AND BALANCING OF MECH. SYSTEMS

PART 1 - GENERAL

1.1 GENERAL

A. Conform with applicable provisions of the General Provisions and the General Requirements.

B. Testing, adjusting, and balancing (TAB) shall be performed by a TAB Agency which is independent of the Mechanical Contractor.

C. Testing, adjusting and balancing (TAB) shall be performed by a TAB Agency which is not performing commissioning for this project.

D. The TAB Agency's efforts shall be paid for by the contractor and included in the mechanical contract price.

E. Unless specifically noted, all work specified in this section shall be included in the scope of the TAB Agency's work. But some work described in this section is to be performed by the mechanical contractor, controls contractor, or others, and that work is specifically noted to be by these entities.

1.2 SCOPE

A. Provide TAB for the systems and equipment installed under Division 23, including but not limited to:

1. Hydronic systems.

B. Provide all labor, instruments, and tools necessary to test, adjust and balance the systems shown on the drawings and/or described in these specifications. Check equipment performance, take measurements, adjust systems and equipment to provide specified performance, and report results. Submit reports to keep all parties posted on the progress of the TAB work.

C. Where the TAB effort indicates deficiencies in system performance, participate in a collaborative effort to resolve these deficiencies. Engage the assistance of others where necessary, starting with the Mechanical Contractor and Controls Subcontractor. Take additional measurements as required to identify the cause of the deficiencies. Engage the assistance of the Engineer and others where necessary.

1.3 STANDARDS AND DEFINITIONS

A. Perform all work in accordance with these specifications and the latest edition of the NEBB Standards.

B. Hydronic System: A system in which a liquid is used to convey heat.

C. Record or Report: Where used as a verb, these terms mean to include in the TAB report.

1.4 QUALIFICATIONS

A. TAB agencies shall meet the following qualifications:

1. Membership in the Associated Air Balance Council (AABC), National Environmental Balance Bureau (NEBB) or the Testing, Adjusting and Balancing Bureau (TABB).
2. A minimum of five (5) years' experience in the TAB field.

1.5 SUBMITTALS

A. Mechanical Contractor shall submit the name of the proposed TAB agency prior to the TAB agency performing any services.

1. Submit a list of proposed personnel, including resumes with related project experience and certifications.
2. Submit proposed TAB procedures, instrumentation and measurement equipment including calibration data, and proposed sample TAB report forms.

B. Pre-Construction Report: Prior to the Mechanical Contractor installing the systems, the TAB Agency shall submit a letter indicating whether the design includes all devices the TAB Agency will need to successfully perform the TAB work. If any additional balancing devices are needed, the TAB Agency shall so note this in the pre-construction report.

C. Submit TAB reports as noted herein. Reports shall be in both hard copy and PDF format.

1.6 TAB PREPARATION AND COORDINATION

A. Mechanical Contractor shall perform the following in a timely fashion:

1. Provide the TAB Agency with the project documentation (drawings, specifications, bulletins, submittals, shop drawings, etc.) necessary to perform the TAB services.
2. Install, fill, pressure test, start up, clean, and the vent systems to be tested and balanced.

B. Controls Subcontractor shall perform the following in a timely fashion:

1. Install and make operational all necessary control systems and equipment, including computers and computer programs.
2. Provide qualified personnel to operate the systems as necessary to support the TAB effort. Provide the TAB contractor with the computer software necessary to facilitate the TAB effort.
3. Assist as required to resolve problems which become evident due to TAB work, and as required to obtain specified system performance.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Provide all equipment and instruments necessary to perform the work specified herein.

Calibrate and maintain instruments per NEBB Standards. Provide not less than the following:

1. Pitot tubes and draft gauges
2. Flow hood
3. Velometer
4. Thermometers
5. Pressure gauges
6. Flow meter test kit
7. Ampere – voltmeter
8. Speed indicator

PART 3 - EXECUTION

3.1 GENERAL

A. Review and inspect the mechanical systems for conformance with design documents. Test, adjust and balance all system flows under design conditions and under other conditions where part load testing is specified. Comply with measurement tolerances per NEBB. Balance to within 10% of design flows unless otherwise specified.

B. Visually mark the final settings of balancing dampers, balancing valves, fan speed controls, etc.

C. Comply with NEBB Standards. The descriptions included herein are a guide to the minimum information needed.

D. Troubleshooting: In the event that any areas fail to get proper flow, assist in troubleshooting the system. Measure pressures at various points throughout the systems as required locating the cause of the deficiencies and assisting in identifying upgrades which will resolve these deficiencies.

3.2 TEST AND BALANCE REPORT

A. Include a cover sheet with the project name and the names of the Mechanical Contractor and Engineer, table of contents, summary indicating the highlights of the report and summarizing any deficiencies and recommendations, summary of the test procedures used, names of the persons performing the tests, dates the tests were performed, list of instruments used along with their calibration data, and data sheets and drawings as indicated below.

B. Report shall be 8-1/2" x 11" bound into a complete and coherent report, except those drawings may be larger size, but still bound into the report. All forms shall be typewritten or legibly handwritten.

C. Submit a PDF of the complete TAB report minimum two weeks before the first O&M instruction session.

3.3 HYDRONIC SYSTEMS

A. General:

1. Prior to commencing hydronic balance:
    a. Set valves to proper position per the sequence of operation. Open all coil valves to fully open position.
    b. Check pump rotation.
    c. Verify that system is adequately pressurized.
    d. Set temperature controls so all system components deliver maximum flow.
    e. Balancing may be done in sections.

2. Pumping Systems: Measure flows and determine operating characteristics of hydronic systems with pumps operating independently. Make measurements at maximum flow.
3. Balance systems to minimize throttling out in the distribution, and to instead throttle at the pump discharge. Recommend impeller trimming if appropriate.
4. Measure and report performance readings on all pumps, coils, heat exchangers, heating and cooling water generating equipment, flow measurement devices, heat rejection equipment, etc.

END OF SECTION 23 0593

SECTION 23 0700
MECHANICAL SYSTEMS INSULATION

PART 1 - GENERAL

1.1 REQUIREMENTS

A. Conform with applicable provisions of the General Conditions, Supplemental General Conditions and General Requirements.

1.2 RELATED SECTIONS

A. Section 23 05 00, Common Work Requirements for HVAC.

B. Section 23 05 04, Pipe and Pipe Fittings.

C. Section 23 30 00, Air Tempering System and Equipment.

1.3 SCOPE

A. Field insulation of piping.

B. Field insulation of equipment supplied and/or installed under Division 23: See Part 3 of this specification.

C. Factory-insulated equipment and materials are described on the equipment schedule, on the drawings, and in other sections of this specification.

1.4 SUBMITTALS

A. Submit products to be used including insulation, jackets, miscellaneous products, and products for special applications. Review each application and advise if any product is either not suitable for, or not recommended for the application.

B. Verify that each submitted product meets all requirements for that product as specified herein. Include literature that clearly shows products meet all aspects of the spec. Include a cover sheet or letter with the following statement:

"Each product submitted here meets all specified requirements for that product except as follows:" followed by a list of any discrepancies.

C. Submit schedules showing the type of product and thickness for each application. Indicate products to be used on valves and fittings. Indicate where vapor barriers will be provided and what jackets will be used.

D. D-5, D-6 & D-7 insulation: If one of these insulations is specified, submit documentation indicating that the submitted materials are approved for the intended service.

E. Submit a description of the application techniques to be used.

1.5 QUALITY ASSURANCE

A. Comply with the latest edition of the National Commercial & Industrial Insulation Standards.

B. Part 3 and Table 23 07 00-1 give the system temperatures for various applications. Supplier shall review these temperatures and confirm the suitability of all components for the specified applications.

C. Test piping and ductwork in accordance with applicable specification sections before insulation is applied.

PART 2 - PRODUCTS

2.1 GENERAL

A. All materials must be 100% asbestos-free.

B. All materials must be Greengard Certified, Greengard Certified for Children and Schools.

C. Smoke and Fire Ratings: All materials shall have a composite fire and smoke hazard rating not exceeding flame spread 25, fuel contribution 50, smoke developed 50, when tested as assemblies per ASTM Standard E-84 or NFPA 255.

D. Thermal conductivities: Per ASTM C518. Do not exceed the conductivities indicated. Units listed herein for conductivity are Btuh-in/SF-F. Resistance shall not be less than the values specified herein. Units for resistance are SF-F/Btuh.

E. Noise Reduction Coefficients: Per ASTM C423 based on Type A mounting. NRC shall not be less than as specified.

F. Jackets: Maximum 0.02 perm water vapor transmission per ASTM E96 Procedure A.

1. ASJ: All service jacket per ASTM C1136 Type I, paintable white kraft paper outer surface reinforced with glass fiber yarn and bonded to aluminum foil, with self-sealing longitudinal lap and butt strips, breach puncture min. 50 oz-in/in tear per ASTM D781, tensile strength min. 30 lb/in per ASTM D828.
2. FSK: Foil skim kraft per ASTM C1136 Type II.

G. Fiberglass insulation: Inorganic fibers bonded with thermosetting resin.

H. Approved Manufacturers: Owens Corning, Johns Manville, Knauf, Kflex, Armacell, Unifrax -Insulfrax, Industrial Insulation Group, Pittsburgh Corning, AFS, ANCO, Thermaflex. Where the term OAE is used herein, this refers to these manufacturers only. No other manufacturers are approved for this project.

2.2 PIPE INSULATION

A. General

1. Valves, Fittings, and Accessories: Use the same insulation materials and thickness as the pipe insulation, except as noted.

B. Type P-1, Fiberglass Pipe Insulation: Factory assembled insulation and ASJ. Pre-formed fiberglass per ASTM C547 Type I, suitable for use on surfaces from 0–850°F, with thermal conductivity 0.23 at 75°F or 0.33 at 250°F, and minimum 3 pcf density. ASJ shall have self-sealing lap at end and along length, with pressure sensitive tape lap sealing system. Owens Corning SSL II Pipe Insulation, Johns Manville Micro-Lok, Knauf Pipe Insulation.

1. Where Type P-1 insulation is used, insulate fittings, valves and accessories using one of the following:

a. Fiberglass pre-formed fitting insulation complying with the specification for P-1 pipe insulation, Johns Manville Hi-Lo Temp insulation inserts, Hamfab, OAE. Finish with Type J-2 fitting covers.

C. Type P-2, Elastomeric Foam Pipe Insulation: Pre-formed elastomeric foam, ASTM C534 Type 1 flexible, closed cell, suitable for use up to 220°F, UV protected, not to exceed flame spread 25 and smoke developed 50 based on 0.75-inch thickness, conductivity 0.30 at 75°F. Kflex, Armacell OAE.

1. Fittings, valves and accessories: Insulate using either Type P-2 insulation pre-formed for use on fittings and valves or cut sections of P-2 pipe insulation to match the shape of the fitting or valve, taped on using PVC tape.

2.3 DUCTWORK INSULATION

A. Type D-1, Fiberglass Blanket: Factory fabricated insulation and FSK jacket assembly suitable for applications from 40-250°F, 3/4 pcf fiberglass, ASTM C553 Type I or II, with thermal resistance not less than the following for 2-inch thickness: 6.8 out of the box, 5.6 installed with 25% compression. Johns Manville Microlite XG Duct Wrap, Owens Corning Soft R Duct Wrap, Knauf Friendly Feel Duct Wrap, Certainteed Soft Touch Duct Wrap.

B. Type D-2, Fiberglass Board: Similar to Type D-1 except rigid board type, 3 pcf density, thermal conductivity 0.23 at 75°F, NRC 1.36, suitable for unfaced side at up to 450°F and faced side at up to 150°F. Johns Manville 800 Series Spin Glass, Owens Corning 700 Series Board, Knauf Insulation Board, CertainTeed Certra Pro Commercial Board

C. Type D-3, Acoustic Lining (roll type): Organic fiber or fiberglass duct liner bonded with thermosetting resin, with factory-applied acrylic surface coating treated with anti-microbial agent, and factory-applied or shop-applied edge coating.

1. Properties: Minimum 1.5 pcf density, thermal conductivity 0.24, 6000 FPM rated per UL 181, NRC 0.70 at 1-inch thick and .95 at 2-inch thick. The product (fiberglass, resin, coating, microbial agent and adhesive) as an assembly shall be suitable for surfaces and gases up to 250°F and shall comply with ASTM C1071 (Type I), G21 and G22.

2. Lining surface shall be cleanable using commercially available duct cleaning

equipment when performed by qualified technicians using procedures established and recommended by the North American Insulation Manufacturer's Association (NAIMA) Duct Cleaning Guide.

3. Johns Manville Linacoustic RC, Owens Corning Acoustic R duct liner, Knauf EM duct liner, CertainTeed Tough Guard R Duct Liner.

D. Type D-4, Acoustic Duct Liner (roll type): Elastomeric thermal and acoustical duct liner made with EPA registered antimicrobial product protection.

1. Properties: Minimum 1” thick, thermal conductivity 0.25, 6000 FPM rated per UL 181, NRC 0.70 at 1-inch thick and .95 at 2-inch thick. The product (foam, coating, microbial agent and adhesive, etc.) as an assembly shall be suitable for surfaces and gases up to 180ºF, and shall comply with ASTM C 1534, ASTM E84, NFPA 90A, 90B and 255. Rated flame spread and smoke develop index shall be 25/50 or better.

2. Lining surface shall be cleanable using commercially available duct cleaning equipment when performed by qualified technicians using procedures established and recommended by the North American Insulation Manufacturer's Association (NAIMA) Duct Cleaning Guide.
3. Armacell AP Coilflex, K-Flex Duct Liner Gray, or approved equal.

E. Type D-5 – Fiberglass Duct board: Listed per UL 181 as a Class 1 Rigid Air Duct; conforming to ASHRAE Std. 62, NFPA-90A and 90B, ASTM G-21 & G-22; rated for 2-in. wg; constructed of fiberglass bonded with a thermosetting resin, with double density slip joints pre-molded in the board; FSK jacket; thermosetting acrylic polymer interior surface, and black interior surface color. Thermal conductivity 0.23, and NRC 0.70 at 1-inch thick and 1.0 at 2-inch thick. Johns Manville Super duct 475 or 800, Owens Corning Quiet R Duct Board, Knauf Duct Board M, CertainTeed Tough Gard Duct Board

2.4 CHILLED WATER PUMP INSULATION

A. E-1, Elastomeric 2” thermal insulation to avoid condensation.

2.5 INSULATION JACKETS

A. Type J-1, Metal Jacket: 0.010-inch smooth Type 304 stainless steel or 0.016-inch smooth or embossed aluminum per ASTM B-209, with minimum 1-mil polyethylene film with protective layer of 40 Lb. virgin kraft paper, continuously laminated to full width inside jacket. Childers OAE.

1. Where jacket diameter is 16–96 in: 0.016-in. SS or 0.020 in. aluminum.
2. Equipment heads and all surfaces where jacket is greater than 96-inch OD: 0.020-inch SS or 0.024-inch aluminum.
3. Fittings and Accessories: Provide the same jacket material as for pipe.

B. Type J-2, PVC Jacket: Minimum 20 mil sheets and 30-mil pre-molded fitting covers, ASTM D1784, Class 16354-C. Accessories include solvent weld solution, stainless steel tacks, and tape. All components shall be white, UV resistant, with paintable exterior surface, and suitable for use at –20 to +150ºF. Johns Manville System 2000 (sheets), Zeston 300 (fitting covers), and Perma-Weld (solvent cement), OAE.

C. Type J-3, Canvas Jacket: 10 x 10 fiberglass mesh.

2.6 MISCELLANEOUS PRODUCTS

A. General:
   1. Tapes: Aluminum foil backed tape on ducts is not permitted. Use fiberglass and Benjamin Foster duct sealant with fiberglass mat embedded in sealant.
   2. Duct Liner Adhesives: Water-based, complying with ASTM C916.
   3. Solvent Cement for PVC Jackets: Johns Manville Perma-Weld OAE.
   4. Staples: Outward clinching, 0.5-inch galvanized steel

B. Piping Systems:
   1. Pipe Hanger Insulation Inserts: Mechanical Pipe Shields Inc. “Snapp Itz” OAE.

C. Ductwork Systems:
   1. Duct Liner Edge Sealer, Surface Sealer, Coatings & Adhesives: To meet ASTM C916. Johns Manville Super seal OAE.

PART 3 - EXECUTION

3.1 GENERAL

A. Delivery, Storage and Handling: Deliver and store insulation materials in factory-supplied containers. Protect from moisture. Do not install any materials that have gotten wet, regardless of whether they are subsequently dried.

B. Store and apply materials in accordance with manufacturers’ recommendations, but not less than the following minimum temperatures. Ensure surfaces are clean and dry prior to application, and for minimum two hours after application:

   1. Sealers, coatings, solvents and adhesives: 40°F.
   2. Tapes 50°F.

C. Install in accordance with manufacturer’s recommendations, NAIMA recommendations, and this spec. Provide good ventilation.

D. Where vapor barriers are specified, ensure that the entire system is vapor sealed.

E. Protect materials from water damage. Replace any materials that are water-damaged prior to substantial completion.

3.2 PIPING INSULATION

A. General: Insulate piping as indicated herein and on the drawings. Except as noted, insulate all valves, fittings, and accessories with the same material and thickness specified for the pipe. Where piping is specified with a separate insulation jacket provide this same jacket for valves, fittings, and accessories. Vapor seal cold piping systems.

   1. Where insulation terminates, provide insulating cement beveled for a neat finish. For vapor sealed piping, coat with insulating mastic prior to applying insulating cement.
   2. Strainers and Suction Diffusers: Type P-1. Make provisions to easily remove and re-install insulation.

3. Pipe Supports: Provide high density calcium silicate insulation or insulation inserts as specified. Maintain pipe jacket and vapor barrier at supports. If necessary, apply a heavy coating of vapor barrier mastic material to prevent condensation from forming on supports. Provide galvanized steel insulation shields to protect insulation and jackets at supports.
4. Penetrations Through Building Construction: Insulation shall be continuous where piping passes through walls, floors, and other construction. Where insulated piping passes through fire and/or smoke rated construction, provide a section of UL approved fire safing insulation to match the required insulation thickness, or provide an insulated pipe sleeve as manufactured by Pipe Shield, Inc., OAE.
5. Mechanical Couplings: Where mechanical couplings are permitted, insulate them as specified for fittings.
6. Steam Traps: Do not insulate.
7. Retrofit Projects: Match the thickness of existing insulation where new insulation adjoins existing. Integrate new vapor barrier with existing so the insulation barrier is continuous for both new and existing piping.
8. All voids formed by support saddles or other mounting, or support hardware shall be filled with insulation.

Application:

Temp Range	Temp (F)	Insulation Type	Vapor Sealed	Pipe Size (inch dia.)				
				Under 1	1& 1.25	1.5 - 3	4 & 6	8 & Larger
				Insulation Thickness (inches)				
TR-1	60&Less	P-2	Yes	0.5	1.0	1.5	2	2
TR-2	61 - 104	P-2	Yes	0.5	0.5	0.5	0.5	0.5
TR-3	105 - 140	P-1	No	0.5	0.5	1.0	1.0	1.0
TR-4	141 - 200	P-1	No	1.0	1.0	1.0	1.5	1.5
TR-5	201 - 250	P-1	No	1.5	1.5	2.0	2.0	2.0
TR-6	251 - 350	P-1	No	1.5	2.5	3.0	3.0	3.0
TR-7	Over 350	P-1	No	2.5	3.0	3.0	4.0	4.0

Temperature Range TR-1: Chilled water, condensate drains indoors.
Temperature Range TR-2: Domestic cold water.
Temperature Range TR-3: Domestic hot water.
Temperature Range TR-4: Heating water supply and return.
Temperature Range TR-5: Not Applicable to this project.
Temperature Range TR-6: Not Applicable to this project.
Temperature Range TR-7: Not Applicable to this project.

B. Special Applications

1. Heat Traced Piping: Oversize insulation as required to accommodate heat tracing. Provide metal jacket.
2. Plastic pipe in return air plenums: Provide 0.5-inch type D6 insulation.
3. Piping subject to freezing and heat traced piping: Insulate all such piping (including drain piping) with thicknesses specified, but not less than 2-inch thickness. Oversize insulation to accommodate heat tracing where applicable. Provide J1 jacket.

C. Type P-1, Fiberglass Insulation: Install in accordance with manufacturer's recommendations.

D. Calcium Silicate Insulation: Adhere to pipe or equipment using stainless steel wire. Provide removable J-1 jacket.

E. Type P-2, Elastomeric Foam: Seal all butt ends and longitudinal joints with Halstead Adhesive. When exposed to the weather, protect flexible tubing insulation with two coats of exterior weatherproof coating as recommended by manufacturer.

F. Jacketing: In addition to the finish and jacket specified for the particular type of insulation, provide the following:

1.	Indoor exposed piping	Type J-1, Metal
2.	Mechanical Equipment Spaces: Exposed piping less than 8 ft above floor or operator platform	Type J-1, Metal
3.	Exterior piping	Type J-1, Metal

3.3 DUCTWORK INSULATION

A. General:
1. Insulate all ducts except those specified to be uninsulated. The following ductwork need not be field insulated:
    a. Factory insulated ductwork and plenums.
2. See Table 23 07 00-1 for additional information.
3. Ensure that ductwork is leakage tested prior to applying insulation. Inspect ductwork and repair any deficiencies prior to applying insulation. Do not apply insulation over deficient ductwork or plenum construction.
4. Ensure that ductwork is clean and dry before applying insulation.

B. Type D-1, Fiberglass Blanket Insulation: Measure and cut insulation. Install so insulation is not excessively compressed at corners. For rectangular and flat oval ducts 24-inches and wider, provide stick pins and speed clip washers 18-inches on centers on the bottom, and clip off excess length of stick. Firmly butt insulation ends and longitudinal joints. Overlap jacket minimum 2-inches at end joints and longitudinal joints, staple on 6-inch centers, and continuously seal jacket. Provide vapor barrier mastic where ducts are indicated to be vapor sealed. Should gaps or fish mouths occur, re-staple and seal them with mastic. Use FSK tape and vapor barrier mastic to seal all penetrations of the FSK jacket, such as pins, tears, and hangers. Neatly trim and seal insulation at access doors, ends, damper rod controls etc. Verify proper damper operation.

C. Type D-2, Fiberglass Board Insulation: Attach with mechanical fasteners 12" on centers.

D. Type D-3, Acoustic Lining: Ductwork dimensions indicated on the drawings are net air flow dimensions inside liner. Increase duct size to accommodate liner. Completely line the inside surfaces of ducts and plenums specified and indicted. Comply with the NAIMA Fibrous Glass Duct Liner Standard (FGDLS), manufacturer's recommendations, and this spec. Adhere liner with minimum 90% coverage of adhesive, and secure with mechanical fasteners and washers per FGDLS and manufacturer's recommendations. Fastener length shall be sufficient to limit compression of liner to 1/8" maximum. Coat all cut edges and surface penetrations with edge sealer. Provide metal nosing for liner leading edges at fan discharge and for all ducts with air velocities exceeding 3,000 FPM. Maintain minimum 18-inch clearance from electric resistance heaters. Interrupt liner at dampers and apply

external insulation at these locations.

E. Type D-4, Acoustic Lining: Ductwork dimensions indicated on the drawings are net air flow dimensions inside liner. Increase duct size to accommodate liner. Completely line the inside surfaces of ducts and plenums specified and indicted. Comply with manufacturer's recommendations, and this spec. Adhere liner with minimum 90% coverage of adhesive, and secure with mechanical fasteners and washers per FGDLS and manufacturer's recommendations unless using self-adhesive product. Fastener length shall be sufficient to limit compression of liner to 1/8" maximum. Maintain minimum 18-inch clearance from electric resistance heaters. Interrupt liner at dampers and apply external insulation at these locations.
   1. Provide Type D-4 insulation for the 10 feet upstream of roof exhaust fans except in wet air streams.
   2. Provide Type D-4 acoustic lining for all exterior duct section upstream of rooftop unit in addition to specified jacketed exterior duct insulation.

F. Type D-5: Install per manufacturer's recommendations, NAIMA standards, and SMACNA Fibrous Glass Duct Construction Standards. Provide ship lap seams and joints.

G. Type D-6: Factory installed per manufacturer's recommendations in double wall duct system.

3.4 CHILLED WATER PUMP INSULATION

A. General: Insulate following manufacturer's recommendations. Insulation shall not deny access to areas that will require access for service.

3.5 JACKETING

A. Type J-1, Metal Jacketing:
   1. Ducts: Slope jacketing to shed rain.
   2. Pipes: Install with seams at the 3 o'clock or 9 o'clock position to shed water. Band 12" on centers.
   3. Joints and Seams: Overlap joints minimum 2-inches. Caulk with a weatherproof caulk when located outdoors.

B. Type J-2, PVC Jacketing: Secure in place with tacks and solvent welded joints. White PVC tape may be used indoors.

C. Type J-3, Canvas Jacket: Apply mastic at a rate of 60 to 70 sq. ft. per gallon, embed fiberglass mesh, smooth all wrinkles, and apply finish coat of Sealfas, or equivalent.

TABLE 23 07 00-1 – DUCTWORK INSULATION

Service	Location	Condition	Insulation Type	Insulation Thickness (in)	Notes
Supply Air, Makeup Air, Outside Air	Indoor	Concealed	D1	1.5	
Supply Air, Makeup Air, Outside Air	Indoor	Exposed	D1	1.5	1,2
Supply Rectangular Ductwork downstream of Terminal Units, AHU's	Indoor	All	D1	1.5	
Transfer Air Ducts	All	All	D3	1	
Exhaust Ductwork	Indoor	Concealed	D1	1.5	
Exhaust Ductwork	Indoor	Exposed	No insulation		2

Notes:
1 Provide factory fabricated double wall duct system. Refer to Double Wall information in Section 23 3000 Air Tempering Systems and Equipment.
2 Exposed condition refers to all conditioned interior areas without ceiling.

END OF SECTION 23 0700

SECTION 23 0800
COMMISSIONING OF MEP SYSTEMS

PART 1 - GENERAL

1.1 SCOPE

A. Provide commissioning work as specified herein. Contractor is responsible to self-perform or hire a third-party consultant to perform commissioning services as required by the International Energy Conservation Code (IECC) 2015. Commissioning services for this project shall include work in the new Weight Room Building.

B. All commissioning work shall be in compliance with requirements from IECC 2015 Section C408 System Commissioning.

1.2 COMMISSIONING

A. A complete checkout and test shall be performed to demonstrate and certify that HVAC equipment (including controls) are 100% operational and adjusted upon completion of the installation, and that they comply with design intent and project contract documents.

B. The Commissioning Agent (CxA) shall prepare, provide, and document Pre-functional Checklists for the systems to be commissioned. Copies of all documentation shall be provided to the Owner.

C. The Commissioning Agent (CxA) shall prepare, provide, and document Functional Tests for the systems to be commissioned. Copies of all documentation shall be provided to the Owner.

D. All tests shall be witnessed and acknowledged by written signature of the General Contractor's supervising representative. The Owner's representative may elect to observe this first part testing.

E. The General Contractor shall coordinate the test schedule with the Commissioning Agent, Electrical Contractor, Mechanical Contractor, and other Contractors required to be present for a complete and functional test.

F. The system checkout and test shall be a comprehensive 100% inspection and functional test of all equipment and software and shall include, but not be limited to, the following:

1. Testing to verify that all control functions specified in the sequence of operation are provided and fully functional as specified and required.
2. Verification of manual and program control of all start/stop and alarm points, including status indication and alarms.
3. Verification of all controlled points including setpoint and actual point readouts, remote setpoint change and point alarm.
4. Verification that all system annunciation text and messages are correct and appropriate.
5. Testing to verify that all specified software is provided and fully implemented.
6. Display and demonstrate such data entry template and show site specific customizing capability. Demonstrate parameter changes.
7. Other testing required by the Commissioning Agent's Specifications.
8. Anticipated HVAC Systems to be commissioned include:
    a. Controls: Sequence of Operation, Interlocks, Schedules.

b. Equipment: Chillers, Chilled Water Pumps with VFDs and AHU chilled water control valve (Alternate #1), scheduling and controls.

G. The CxA shall develop a Commissioning Plan including:

1. A narrative description of the activities that will be accomplished during each phase of commissioning and the personnel intended to accomplish each of the activities.
2. A listing of the specific equipment or systems to be tested and a description of the tests to be performed.
3. Functions to be tested.
4. Conditions under which the test will be performed. Testing shall affirm winter and summer design conditions and full outside air conditions.

H. The CxA shall prepare and provide the Owner a Preliminary commissioning report to:

1. Itemize deficiencies found during the testing,
2. Identify deferred tests that could not be performed due to climatic conditions,
3. Identify climatic conditions required for performance of the deferred tests.

I. The CxA shall prepare and provide the Owner a Final commissioning report including the following information:

1. Results of functional tests,
2. Disposition of deficiencies found during testing, including details of corrective measures used or proposed,
3. Functional performance test procedures used during the commissioning process including measurable criteria for test acceptance.

END OF SECTION 23 0800

SECTION 23 2114
CHILLED WATER SYSTEM AND EQUIPMENT

PART 1 - GENERAL

1.1 REQUIREMENTS

A. Conform with applicable provisions of the General Conditions, Supplementary Conditions and General Requirements.

1.2 RELATED SECTIONS

A. Section 23 05 00 for Common Work Requirements for HVAC.

B. Section 23 05 04 for Pipe and Pipe Fittings.

C. Section 23 05 05 for Piping Specialties.

D. Section 23 05 23 for Valves.

E. Section 23 07 00 for Mechanical Systems Insulation.

F. Section 25 0000 Instrumentation and Control HAVC.

G. Division 26, Electrical.

PART 2 - PRODUCTS

2.1 PIPING

A. Copper Piping – 4” and less- The Contractor may use Type L hard drawn copper tubing, ASTM B88 for chilled water piping. Proper insulating fittings shall be installed to prevent electrolytic action between steel and copper piping connections.

B. Polypropylene pipe with multi-layer faser (SDR-11 MF), ASTM F2389 – All sizes. Pipe shall have certification from NSF to meet NSF 14 and 61 and shall be listed with ICC. Pipe minimum rating shall be 160 psi at 74 F degrees. The Contractor may use this product as a suitable substitute for copper 4” and smaller. Certified of flame spread/smoke development rating of 25/50 in accordance with ASTM E84 when wrapped with standard pipe insulation, field installed. Contractor (all installers) shall be trained by factory authorized representative prior to installation. Contractor shall coordinate expansion control requirements with manufacturer and install as required. Manufacturers Aquatherm Blue Pipe, Niron or approved equal.

C. Carbon Steel - Above ground hydronic piping 4” and greater – Pipe shall comply with ASTM A53, Grade B Type E or S, standard weight black steel pipe.

2.2 FITTINGS

A. Copper Pipe Fittings shall be wrought copper conforming to ANSI B16.22, with 95-5 solder joints, as specified in Section 23 05 04. Viega propress fittings only.

B. Carbon steel Fitting shall comply with ASTM A234 WPB, ANSI B16.11 standard weight seamless. Victaulic grooved fittings are only acceptable at chiller nozzles.

C. Mechanically formed tee connections and couplings for copper piping system shall be as specified in Section 23 05 04.

2.3 VALVES

A. Valves other than automatic control valves shall be specified in Section 23 05 23, Valves.

B. Automatic control valves shall be as specified in Section 25 00 00, Integrated Automation.

2.4 COILS

A. Chilled water coils shall be as specified in Section 23 30 00, Air Tempering System and Equipment, Section 23 74 33, Air Handling Units and as listed on the Mechanical Equipment Schedule.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Piping installation shall conform to the requirements of Section 23 05 00, Common Work Requirements for HVAC, and Section 23 05 04, Pipe and Pipe Fittings. Installation of specialties shall conform to the requirements of Section 23 05 05, Piping Specialties.

3.2 CLEANING AND FLUSHING PIPING SYSTEMS

A. New chilled water piping systems installed under this Contract shall be chemically cleaned of oils, greases, dirt and mill scale. The new piping system shall be inspected by the Owner's approved Water Treatment Agency.

B. Cleaning shall be performed in strict accordance with the chemical treatment agency and manufacturer's recommendations.

C. After the mechanical contractor has prepared the building and the piping to be flushed after it has been tested. Provide a complete water flushing and cleaning of the closed loop hot water systems as specified herein. Systems must be commissioned as clean and meet the water treatment specifications.

D. All chilled water piping and related equipment shall be thoroughly flushed out with pre-cleaning chemicals designed to remove deposits such as pipe dope, oils, loose rust, mill

scale and other extraneous materials. Recommended dosages of pre-cleaner chemical products shall be furnished by water treatment supplier, added, and circulated throughout the water systems. The water systems shall then be drained, refilled, and flushed thoroughly until no foreign matter is observed and total alkalinity of the rinse water is equal to or better than that of the make-up water.

E. All polypropylene piping and related equipment shall be thoroughly flushed out with high volume and velocity water designed to remove deposits such as pipe shavings, dirt, debris, and any other and other extraneous materials.

F. All temporary connections required for cleaning, purging, and circulating shall be included. Provide suitable pipe bypasses at each coil and heat exchanger during this cleaning operation.

G. Flushing & Cleaning – a third party flushing company should be used. Permanent facility pumps should not be used for circulating the cleaning water. However, if its impractical to use temporary pumps, the permanent facility pump may be used provided that the pump is unconditionally warranted for two years, parts and labor, after the date of substantial completion by the mechanical contractor. A documented flush plan may be required at the discretion of the engineer. All operators should be aware of and abide by the Safety and PPE regulations of the project site. Operation should be manned continuously during the flushing process.

H. Self-Contained Flush Unit Requirements – Should contain a pump or pumps connected that will meet or exceed the volume required to flush and purge the system at the required velocity rate through the largest pipe. A pump curve will be submitted along with other important documentation for the related equipment on the unit. This will include, at minimum, filtration, flow meter(s), pressure gauges, and unit description or picture.

I. Pre-Flush - Bypass loops should be installed at all equipment components. Strainers can be removed when a self-contained purge unit is used in conjunction with on board filtration. Flush ports should be identified along with the type of high-pressure hose or piping that will be used to connect to the system. The water source should be identified and must be adequate to fill and make up water in a timely manner to the system during the flush process.

J. Clear Water Flush – Fill the piping system with clean potable water. The first flush is a clear-water flush intended to circulate water through the system and force loose debris to low point drains and the flush cart filtration system. This flush should be at minimum velocity throughout the system of 5 to 7 ft/sec. Filtration should be 25 microns.

1. For Polypropylene, HDPE Piping Systems – the minimum duration of the flush should be calculated using a formula of 1 hour per 1000 linear feet of pipe and until system water is comparable to make up water source.

K. Cleaning & Passivation

1. For Metallic Piping Systems - The second flush cycle is a combined flushing cycle where cleaning and passivation chemicals are introduced into the system to clean the oils and treat the inside wall of the piping system. This process will be monitored by the chemical treatment company to meet the chemical specifications of the water. The cleaning velocity should be between 3 to 5 ft/sec and the

circulation time will be baes on the chemical testing but will typically be up to 48 hours.

L. Treatment

1. For Metallic Piping Systems - After cleaning and before adding chemical initial charge, system must be flushed to meet these minimum requirements:

a. Conductivity no higher than 20 mmho above domestic water level
b. No foam
c. Copper level less than 0.5 ppm
d. Iron level less than 1.0 ppm
e. pH 9.4 or less
f. Less than 1 ppm phosphates (ortho-phosphate PO4)

M. Final Chemical Fill – Once the chemical treatment company has determined the system has been brought back to the correct composition, the chemical treatment company will inject the final chemicals into the system. Once the system is filled with the final chemicals it is important that the water is not to be left stagnant. Chemical treatment shall be comparable to existing treatment program.

N. Verify satisfactory completion of clean pipe and a final flushing and chemical treatment report should be signed by field personnel and submitted. Refer to Appendix A for the Flush & Cleaning Hydronic Pipe Field Completion Report

O. In conjunction with piping system cleaning, clean and inspect all strainers and suction diffusers. Remove, bypass, or otherwise protect as necessary all piping system components which may be damaged due to chemical cleaning, including filters, instrumentation gauges, flow meters, etc.

P. After completion of chemical cleaning and flushing, the piping system shall be immediately refilled and maintained with treated water. Under no circumstances shall cleaned piping be allowed to sit empty or filled with untreated water.

3.3 TESTS

A. All piping shall be proven tight at a hydrostatic pressure of 150% of the system design operating pressure, but not less than 125 PSI. The system shall show no loss in pressure or indication of leakage at any joint or connection for a period of 24 hour.

END OF SECTION 23 2114

Appendix A

Flush & Cleaning Hydronic Pipe Field Completion Report

Project Name _____

Date of Report: _____

Project Location: _____

Prime Contractor: _____

Mechanical Firm: _____

Chemical Treatment Firm: _____

Lead Flushing Technician On-Site During Process: _____

Project Type:

- Chilled Water Flush _____
- Other: _____

Scope Summary:

_____
_____
_____
_____
_____
_____

Start Time and Date: _____ End Time and Date:_____

_____
Mechanical Representative

_____
Chemical Representative

_____
BISD Representative

SECTION 23 8124
CRAC UNIT 1,2,3 AND ACCU-1,2,3 – VERTIV LIEBERT DS SPECIFICATIONS

PART 1 – GENERAL

1.1 SUMMARY

These specifications describe requirements for a Thermal Management system. The system shall be designed to control temperature and humidity conditions in rooms containing electronic equipment, with good insulation and vapor barrier. The manufacturer shall design and furnish all equipment to be fully compatible with heat-dissipation requirements of the room.

1.2 DESIGN REQUIREMENTS

The Thermal Management system shall be a Liebert® self-contained, factory-assembled unit or approved substitution. Standard 60 Hz units shall be CSA-certified to the harmonized U.S. and Canadian product safety standard, "CSA C22.2 No 236/UL 1995 for Heating and Cooling Equipment" and are marked with the CSA c-us logo.

The system shall be AHRI Certified, the trusted mark of performance assurance for heating, ventilation, air conditioning, and commercial refrigeration equipment, using AHRI Standard 1360.

1.3 SUBMITTALS

The specified system shall be factory tested before shipment. Testing shall include but shall not be limited to: Quality Control Checks, Hi-Pot. The manufacturer shall be ISO 9001 certified.

PART 2 - PRODUCT

A. FRAME

The frame shall be welded, formed sheet metal. It shall be protected against corrosion using the autophoretic coating process. The frame shall be capable of being separated into three parts in the field to accommodate rigging through small spaces.

1. Downflow Air Flow Configurations
    a. Downflow Air, Under Floor Discharge
    b. The supply air shall exit from the bottom of the unit.

B. EXTERIOR PANELS

The exterior panels shall be insulated with a minimum 1 in. (25 mm), 1.5 lb. (0.68 kg) density fiber insulation. The main front panel shall have captive quarter-turn fasteners.

C. FILTERS

The filter chamber shall be located within the cabinet, and filters shall be removable from the top of the unit. Filters shall be arranged in a flat bank configuration. Filters, 4-Inch Merv8

D. LOCKING DISCONNECT SWITCHES

- The electrical panel shall provide at least 65,000A SCCR (60 hz).
- Short circuit current rating (SCCR) is the maximum short circuit current a component or assembly can safely withstand when protected by a specific overcurrent protective device(s) or for a specified time.
- Short Circuit Current Rating (SCCR)
- The electrical panel shall provide at least 65,000A SCCR (60 hz).
- Short circuit current rating (SCCR) is the maximum short circuit current a component or assembly can safely withstand when protected by a specific overcurrent protective device(s) or for a specified time.

E. FAN SECTION

- Electronically Commutated (EC) Fan
- The fans shall be plug/plenum type, single inlet and shall be dynamically balanced. The drive package shall be direct drive, electronically commutated, and variable speed. The fans shall be located to draw air over the coil to ensure even air distribution and maximum coil performance.
- DS/VS077 fan motors shall be nominal 4.15 hp (3.1 kW) each with a maximum operating speed of 1,520 rpm; quantity, two.
- DS/VS105 fan motors shall be nominal 3.6 hp (2.7 kW) each, with a maximum operating speed of 1,700 rpm. Quantity: 3.
- Infrared Humidifier

  A humidifier shall be factory installed inside the unit. The humidifier shall be of the infrared type, consisting of high intensity quartz lamps mounted above and out of the water supply. The humidifier pan shall be stainless steel and arranged to be removable without disconnecting high voltage electrical connections. The complete humidifier section shall be pre-piped, ready for field connection to the water supply. The humidifier shall be equipped with an automatic water supply system and shall have an adjustable water overfeed to prevent mineral precipitation. A high-water detector shall shut down the humidifier to prevent overflowing. A 1-inch (24 mm) airgap in compliance with ASME A112.1.2 section 2.4.2 (backsiphonage testing) shall prevent backflow of the humidifier supply waterThe humidifier shall be removable from the front of the cabinet.
- Three-Stage Reheat

  The Thermal Management unit shall include a factory installed reheat to control temperature during dehumidification.

  The electric reheat coils shall be low watt density, 304/304 stainless steel fin tubular construction, protected by thermal safety switches, controlled in three stages. The reheat elements shall be removable from the front of the cabinet.

F. REFRIGERATION SYSTEM

1. Evaporator Coil

   The evaporator coil shall be A-frame design for downflow units.

   It shall be constructed of rifled copper tubes and aluminum fins. A stainless-steel condensate drain pan shall be provided.

G. COMPRESSORIZED SYSTEMS

1. Dual Refrigeration System

   Each unit shall include two independent refrigeration circuits and shall include hot gas mufflers (semi-hermetic compressor units only), liquid line filter driers, and refrigerant sight glasses with moisture indicator, externally equalized expansion valves, and liquid line solenoid valves. Compressors shall be located outside the air stream and shall be removable and serviceable from the front of the unit.

2. Semi-Hermetic Compressors with Four Step Unloaders Control

   The compressor shall be semi-hermetic with a suction gas cooled motor, vibration isolators, thermal overloads, oil sight glass, automatic reset high pressure switch with control lockout after three failures, low pressure transducer, service valves, reversible oil pumps for forced feed lubrication, a maximum operating speed of 1,750 rpm. The system shall include cylinder unloaders on the semi-hermetic compressors. The unloaders shall be activated by solenoid valves which are controlled from the microprocessor control. In response to the return air

temperature, the microprocessor control shall activate the unloader solenoids and the liquid line solenoids such that four stages of refrigeration cooling are obtained. The stages shall be: 1) one compressor, partially loaded, 2) two compressors partially loaded, 3) one compressor partially loaded, one compressor fully loaded, 4) two compressors fully loaded. On a call for dehumidification, the microprocessor control shall ensure that at least one compressor is on full for proper humidity control.

- Expansion Valve

  Thermostatic Expansion Valve (TXV)

  A manual adjustable externally equalized expansion valve thermostatic expansion valve (TXV) shall control the flow of liquid refrigerant entering the direct expansion coil. The TXV shall maintain consistent superheat of the refrigerant vapor at the outlet of the evaporator coil over the unit's operating range. The TXV shall prevent liquid refrigerant from returning to the compressor.

- Crankcase Heaters

  The compressors shall include crankcase heaters, powered from the indoor unit electric panel.

- R-407C Refrigerant

  The system shall be designed for use with R-407C refrigerant, which meets the EPA clean air act for phase-out of HCFC refrigerants.

Cooling System

- Dual Cool: Chilled Water-and Air-Cooled Refrigeration

  1. System Description

  The dual cooling source system shall consist of an air cooled compressorized system with the addition of a chilled water coil, a modulating control valve, and a comparative temperature sensor. The system shall be able to function either as a modulating chilled water system or as a compressorized system, or a combination of both. The primary mode of cooling shall be chilled water. Switchover between the two cooling modes shall be performed automatically by the microprocessor control.

  2. Dual Cooling Source - Econ-o-Coil

  The dual cooling source coil shall be constructed with copper tubes and aluminum fins. It shall be located in the return air, before the evaporator coil. The dual cooling source coil shall be rated for a 45°F (7.2°C) entering water temperature.

  - Two-Way Modulating Valve

  The water circuit shall include a pre-piped two-way modulating valve. The Liebert® iCOM™ control shall manage valve movement to maintain desired room conditions. The modulating valve travel for dehumidification shall be proportional.

  3. Chilled Water System Design Pressure

  - 0Standard Pressure: The chilled water circuit shall be designed for a pressure of 150 PSI (1,034 kPa).

  4. Comparator Sensor

  The system shall be equipped with a Liebert® iCOM™ microprocessor-controlled comparator sensor that permits free cooling operation whenever entering chilled water temperature is below return air temperature. The comparator sensor shall be field installed on a free cooling two-way valve.

PART 3 – CONTROLS

3.1 CONTROLS

A. Vertiv™ Liebert® iCOM™ Microprocessor Control With 7-Inch Color Touchscreen

The Liebert® iCOM™ shall be microprocessor based with a 7-inch, high definition, capacitive, color touchscreen display and shall be mounted in an ergonomic, aesthetically pleasing housing. The display and housing shall be viewable while the front panel is open or

closed. The controls shall be menu driven. The system shall display user menus for active alarms, event log, graphic data, unit view/status overview (including the monitoring of room conditions, operational status in percentage of each function, date and time), total run hours, various sensors, display setup, and service contacts. A password shall be required to make system changes. Service menus shall include setpoints, standby settings (lead/lag), timers/sleep mode, alarm setup, sensor calibration, maintenance/wellness settings, options setup, system/network setup, auxiliary boards, and diagnostics/service mode. The Liebert® iCOM™ control shall provide Ethernet/RS-485 ports dedicated for BMS connectivity (i.e., Base-Comms).

- Password Protection – The Liebert® iCOM™ shall contain two unique passwords to protect against unauthorized changes. An auto hide/show feature shall allow the user to see applicable information based on the login used.
- Unit Backup/Restore – The user shall be able to create safe copies of important control parameters. The Liebert® iCOM™ shall have the capacity for the user to automatically backup unit configuration settings to internal memory or USB storage drive. Configuration settings may be transferred to another unit for a more streamlined unit startup.
- Parameter Download – The Liebert® iCOM™ shall enable the user to download a report that lists parameter names, factory default settings, and user programmed settings in .csv format for remote reference.
- Parameter Search – The Liebert® iCOM™ shall have search fields for efficient navigation and parameter lookup.
- Parameter Directory – The Liebert® iCOM™ shall provide a directory that lists all parameters in the control. The list shall provide Line ID numbers, parameter labels, and current parameter values.
- Context Sensitive Help – The Liebert® iCOM™ shall have an on-board help database. The database shall provide context sensitive help to assist with setup and navigation of the menus.
- Display Setup – The user shall be able to configure the display information based on the specific user's preference. Language, units of measure, screen contrast, home screen layout, backlight timer and the hide/show of certain readouts shall be configurable through the display.
- Additional Readouts – The display shall enable the user to configure custom widgets on the main screen. Widget options will include items such as fan speed, call for cooling, call for free cooling, maintenance status, call for hot water reheat, call for electric reheat, call for dehumidification, call for humidification, airflow, static pressure, fluid flow rate, and cooling capacity.
- Status LEDs – The Liebert® iCOM™ shall show the unit's operating status using an integral LED. The LED shall indicate if the unit has an active alarm; if the unit has an active alarm that has been acknowledged; or if the unit is On, Off or in standby status.
- Event Log – The Liebert® iCOM™ shall automatically store the last 400 unit only events (messages, warnings, and alarms).
- Service Contact Information – The Liebert® iCOM™ shall be able to store the local service or sales contact information.
- Upgradeable – Vertiv™ Liebert® iCOM™ firmware upgrades shall be performed through a USB connection.
- Timers/Sleep Mode – The menus shall allow various customer settings for turning the unit on or off.
- Menu Layout – The menus shall be divided into two main menus: User and Service. The User screen shall contain the menus to access parameters required for basic unit control and setup. The Service screen shall be designed for service personnel and shall provide access to advanced control setup features and diagnostic information.
- Sensor Calibration – The menus shall allow unit sensors to be calibrated with external sensors.

- Maintenance/Wellness Settings – The menus shall allow reporting of potential component problems before they occur.
- Options Setup – The menus shall provide operation settings for the installed components.
- Auxiliary Boards – The menus shall allow setup of optional expansion boards.
- Various Sensors – The menus shall allow setup and display of optional custom sensors. The control shall include four customer accessible analog inputs for sensors provided by others. The analog inputs shall accept a 4 to 20mA signal. The user shall be able to change the input to 0 to 5 VDC or 0 to 10 VDC. The gains for each analog input shall be programmable from the front display. The analog inputs shall be able to be monitored from the front display. When configuring the analog inputs, the selectable items to choose from shall include air pressure, fluid pressure, temperature, percentage, general amperage, condenser amps, compressor amps, reheat amps, humidifier amps, unit amps, fan amps factory standard, and not used.
- Diagnostics/Service Mode – The Liebert® iCOM™ control shall be provided with self-diagnostics to aid in troubleshooting. The microcontroller board shall be diagnosed and reported as pass/not pass. Control inputs shall be indicated as on or off at the front display. Control outputs shall be able to be turned on or off from the front display without using jumpers or a service terminal. Each control output shall be indicated by an LED on a circuit board.
- Base-Comms for BMS Connectivity – The Liebert® iCOM™ controller shall provide one Ethernet Port and RS-485 Port dedicated for BMS Connectivity. Provides ground fault isolated RS-485 Modbus, BACnet IP and Modbus IP network connectivity to Building Management Systems for unit monitoring and management. Also, provides ground fault isolated 10/100 baseT Ethernet connectivity for unit monitoring and management. The supported management interfaces include SNMP for Network Management Systems, HTTP for web page viewing, SMTP for email, and SMS for mobile messaging. The Liebert® iCOM™ controller can support dual IP on one network and one 485 protocols simultaneously.

B. Alarms

All unit alarms shall be annunciated through both audio and visual cues, clearly displayed on the screen, automatically recorded in the event log and communicated to the customer's Building Management System/Building Automation System. The Liebert® iCOM™ control shall activate an audible and visual alarm in event of any of the following conditions:

- High Temperature
- Low Temperature
- High Humidity
- Low Humidity
- EC Fan Fault
- Change Filters
- Loss of Air Flow
- Loss of Power
- Compressor Overload
- Humidifier Problem
- High Head Pressure
- Low Suction Pressure
- Custom Alarms

Custom alarm inputs shall be provided to indicate facility specific events. Custom alarms can be identified with programmable labels.

- Leak Under Floor
- Smoke Detected

Each alarm shall be separately enabled or disabled, selected to activate the common alarm and programmed for a time delay of 0 to 255 seconds.

C. Vertiv™ Liebert® iCOM™ Control Methods

1. The Liebert® iCOM™ shall be factory set to allow precise monitoring and control of the condition of the air entering and leaving the unit. This control shall include predictive methods to control air flow and cooling capacity-based control sensors installed. Proportional and Tunable PID shall also be user selectable options.

D. Controlling Sensor

1. Liebert® iCOM™ shall be flexible in the sense that it shall allow for controlling the capacity and fan from multiple different sensor selections. The sensor selections shall be:

   - Cooling Capacity
     - Supply
     - Remote
     - Return
   - Fan Speed
     - Supply
     - Remote
     - Return
     - Manual (for diagnostic or to receive a signal from the BMS through the Liebert® remote monitoring devices or analog input)
     - Static Pressure

E. Temperature Compensation

1. The Vertiv™ Liebert® iCOM™ shall be able to adjust the capacity output based on supply and return temperature conditions to meet SLA guidelines while operating to highest efficiency.

F. Humidity Control

1. Dew point and relative humidity control methods shall be available (based on user preference) for humidity control within the conditioned space.

G. Multi-Unit Coordination

1. Vertiv™ Liebert® iCOM™ teamwork shall save energy by preventing multiple units in an area from operating in opposing modes. Teamwork allows the control to optimize a group of connected cooling units equipped with Liebert® iCOM™ using the U2U (Unit to Unit) network.

   - Teamwork Mode 3 (Optimized Aisle): May be employed in large and small rooms with varying heat loads. Optimized Aisle is the most efficient teamwork mode that allows the unit to match cooling capacity with heat load. In the Optimized Aisle mode, the fans operate in parallel. Fans can be controlled exclusively by remote temperature or using static pressure with a secondary remote temperature sensor(s) as an override to ensure that the inlet rack temperature is being met. Cooling (Compressors or Economizer) is controlled through unit supply air conditions. Liebert® iCOM™ calculates the average or worst-case sensor reading (user selectable) for heating, cooling humidification, and dehumidification. Based on the demand

within the group, units will be allowed to operate within that mode until room conditions are satisfied. This the best form of control for a room with an unbalanced load.

H. Standby Lead-Lag

The Liebert® iCOM™ shall allow scheduled rotation to keep equal run time on units and provide automated emergency rotation of operating and standby units.

I. Standby Unit Cascading

The Liebert® iCOM™ cascade shall allow the units to turn On and Off based on heat load when utilizing Teamwork Mode 3, Optimized Aisle mode with remote temperature sensors. In Teamwork 3 Mode, Cascade mode dynamically coordinates the fan speed to save energy and to meet the cooling demands. For instance, with a Liebert® iCOM™ group of six units and only 50% of the heat load, the Liebert® iCOM™ shall operate only four units at 80% fan speed and leave the other two units in standby.

As the heat load increases, the Liebert® iCOM™ shall automatically respond to the additional load and bring on another unit, increasing the units in operation to five. As the heat load shifts up or down, the control shall meet the needs by cascading units On or putting them into standby.

J. Wired Supply Sensor

Each Vertiv™ Liebert® iCOM™ shall have one factory supplied and connected supply air sensor that may be used as a controlling sensor or reference. When multiple sensors are applied for control purposes, the user shall be able to control based on a maximum or average temperature reading.

K. Virtual Master

As part of the robust architecture of the Vertiv™ Liebert® iCOM™ control, it shall allow for a virtual master that coordinates operation. The Virtual Master function shall provide smooth control operation if the group's communication is compromised. When the lead unit, which is in charge of component staging in teamwork, unit staging and standby rotation, becomes disconnected from the network, the Liebert® iCOM™ shall automatically assign a virtual master. The virtual master shall assume the same responsibilities as the master until communication is restored.

L. Virtual Back Draft Damper

The Vertiv™ Liebert® iCOM™ shall allow the use of a virtual back draft damper, eliminating the need for a mechanical damper. This shall allow the fans to spin slower (15% or less) to act as a damper.

M. Compressor Short Cycle Control

To help maximize the life of the compressor(s), there shall be start-to-next start delay for each single compressor. The control shall monitor the number of compressors starts in an hour. If the compressor starts more than 10 times in 60 minutes, the local display and remote monitoring shall notify the user through a Compressor 1 or 2 Short Cycle event.

N. Vertiv™ Liebert® MC Condenser Communication

The Vertiv™ Liebert® iCOM™ shall communicate directly with the Liebert® MC condenser via field supplied CANbus communication wires and via field supplied, low voltage interlock wires. This shall provide enhanced monitoring, alarming, diagnostics, low noise mode, and condenser fan reversal for cleaning mode.

O. System Auto Restart

The auto restart feature shall automatically restart the system after a power failure. Time delay shall be programmable. An capacitive buffer must be provided for continuous control operation through a power failure.

P. Sequential Load Activation

On initial start-up or restart after power failure, each operational load shall be sequenced with a minimum delay of one second to minimize total inrush current.

Q. Low Pressure Monitoring

Units shall ship standard with low pressure transducers for monitoring individual compressor suction pressure. If the pressure falls due to loss of charge or other mechanical cause, the corresponding circuit shall shut down to prevent equipment damage. The user shall be notified of the low-pressure condition through the local display and remote monitoring.

R. Winter Start Time Delay—Air Cooled Models

1. An adjustable software timer shall be provided to assist with compressor starting during cold weather. When the compressor starts, the low-pressure input shall be ignored for the period set in the user adjustable timer. Once the time period has elapsed after the compressor start, the low-pressure input should remain in the normal state. If the low-pressure input does not remain in the normal state when the time delay has elapsed, the circuit shall lock out on low pressure. The low-pressure alarm shall be announced on the local display and communicated to remote monitoring systems.

S. Advanced Freeze Protection

1. Units shall ship standard with advanced freeze protection enabled. The advanced freeze protection shall monitor the pressure of each circuit using a transducer. The control shall interact with the fan and compressor to prevent the unit coil from freezing if circuit suction pressure drops. Applying fan speed to direct expansion systems requires limitations to avoid freezing condensate on the coil when the unit operates below 100% fan speed. Vertiv™ Liebert® iCOM™ advanced freeze protection provides the ability to predict freeze conditions and correct this condition automatically by adjusting fan speed and compressor capacity. If a freeze condition is detected, the user shall be notified through the local display and remote monitoring systems.

T. Refrigerant Pressure Transducer Failure

1. The control shall monitor the high side and low side refrigerant pressure transducers. If the control senses the transducer has failed, has been disconnected, has shorted or the reading has gone out of range, the user shall be notified through an event on the local display and remote monitoring. The corresponding circuit that the failure has occurred on shall be disabled to prevent unit damage.

U. Oil Return Protection

1. The control shall monitor compressor operation and staging to ensure that liquid and hot gas velocity are maintained for proper oil return to the compressor.

V. Compressor Sequencing

A user selectable compressor sequencing parameter shall be provided and shall be accessible through the local display. This sequencing parameter shall present the user with three choices:

1. Auto: The unit shall automatically stage compressors to keep each unit's run time within eight hours of the other's run time. The Auto setting attempts to maintain equal run times between compressors. However, the control will not turn Off a compressor to equalize run time when it is needed to control the space.

   - First priority: If the safety timings are acceptable for only one compressor, then it is the next to be started/stopped.
   - Second priority: If both compressors are off: The compressor with fewer working hours is the next to start.
   - Third priority: If both compressors are in operation: the compressor that has been operating longer since the last start is the next to be stopped.

W. Compressor High and Low Temperature Limit Protection

The control shall monitor the return air to ensure that the compressor(s) are operated within the manufacturer's defined window of operation. If the return air temperature deviates from the manufacturer's window of operation, the Vertiv™ Liebert® iCOM™ shall automatically adjust to prevent damage to the cooling unit or reduction in its reliability.

X. Compressor Run Time Monitoring

The control shall log these compressor statistics:

- Number of compressors starts.
- Run hours.
- Average run time
- Starts per day.
- Starts per day worst.
- Number of high-pressure alarms
- Operating phase in which the high-pressure alarm occurred.
- Number of low-pressure alarms
- Operating phase in which the low-pressure alarm occurred.
- Number of compressor overloads
- Number of high temperature alarms (scroll compressors)

The user shall have the ability to monitor compressor operating temperature and pressure from the local display to be used as a diagnostic tool.

Y. Manual Compressor Disablement

The user shall have the ability to disable compressor operation using a set of either normally open or normally closed dry contacts tied directly to the control or through remote monitoring. An additional enable/disable feature shall be provided to allow the user to permanently disable an individual compressor circuit for maintenance using the local display.

Z. Manual Compressor Operation

The user shall be able to operate each compressor(s) manually from the local display. The user shall be able to energize refrigeration components including liquid line solenoid valves, compressor contactors, electronic expansion valves, and adjust capacity for troubleshooting or repair. The control shall monitor the compressor during manual operation and shall shut the compressor down if needed to prevent electrical or mechanical damage.

AA. Flooded Start Protection

The control shall isolate each compressor through a dedicated circuit liquid line solenoid valve and/or electronic expansion valve. These devices, combined with an integral compressor check valve (all models) and crankcase heater (air cooled models), shall help ensure refrigerant does not migrate/carry oil out of the compressor case during the off cycle.

BB. Compressor Dehumidification

The control shall permit the user to specify which compressor is used for dehumidification. The choices shall be 1st compressor, 2nd compressor, 1 or 2, or BOTH.

PART 4 - MISCELLANEOUS

4.1 MISCELLANEOUS

A. High Temperature Sensor

The high temperature sensor shall immediately shut down the environmental control system when activated. The high temperature sensor shall be mounted in the electrical panel with the sensing element in the return air.

B. Smoke Sensor

The smoke sensor shall immediately shut down the environmental control system and activate the alarm system when activated. The smoke sensor shall be mounted in the electrical panel

with the sensing element in the return air compartment. The smoke sensor is not intended to function as or replace any room smoke detection system that may be required by local or national codes. The smoke sensor shall include a supervision contact closure.

C. Low Voltage Terminal Package

Factory installed and factory wired terminals shall be provided.

- Remote Shutdown Terminals – Two additional pairs of terminals provide the customer with additional locations to remotely shut down the unit by field installed devices or controls.
- Extra Common Alarm Contacts – Two additional pairs of terminals provide the customer with normally open contacts for remote indication of unit alarms.
- Main Fan Auxiliary Switch – One set of normally open contacts wired to the EC fan motor contactor will close when EC fan operation is required. This set of dry contacts could also be used to initiate air economizer operation. Air economizer and associated devices by others.
- Vertiv™ Liebert® Liqui-tect™ Shutdown – One pair of dry contacts for the Liebert® Liqui-tect™ sensor signal will provide unit shut down. (Liebert® Liqui-tect™ sensor is not included.)

D. Remote Humidifier Contact

1. A pair of N/O contacts provided for connection to a remote humidifier that allows the unit's humidity controller to control a humidifier outside the unit. Power to operate the remote humidifier does not come from the unit.

E. Main Fan Overload

1. A pair of normally open contacts shall be factory installed and wired to indicate Main Fan Overload.

F. Compressor Overload

1. A pair of normally open contacts shall be factory installed and factory wired to each compressor to indicate Compressor Overload.

G/ Wired Remote Sensor(s)

1. Each Vertiv™ Liebert® iCOM™ shall have up to ten 2T sensors (20 sensor readings total) for control or reference. As part of the U2U network, those sensors shall be shared and used to control the units and provide greater flexibility, visibility, and control using that to respond to changes in the data center. When the sensors are used for control, the user may set the control to be based off a maximum or average of a select highest temperature reading.

H. Vertiv™ Liebert® Liqui-tect™ Sensors

1. Provide one solid state water sensors under the raised floor.

I. Floor Stand

1. The floor stand shall be constructed of a welded steel frame. The floor stand shall have adjustable legs with vibration isolation pads. The floor stand shall be 24 inches (mm) high.

J. Vertiv™ Liebert® vNSA Network Switch

1. The Liebert® vNSA network switch is designed for networking multiple Vertiv™ Liebert® iCOM™ unit level controllers together. There shall be two different styles of the vNSA14 panel available:
   - Liebert® vNSA14 – enclosure with network switches only

PART 5 – HEAT REJECTION

5.1 HEAT REJECTION

A. Vertiv™ Liebert® MC Summary

These specifications describe requirements for a Liebert® air cooled condenser for a Liebert® Thermal Management system. The condenser shall be designed to reject waste heat to outdoor air and to control refrigerant head pressure as indoor equipment loading and outdoor ambient conditions change.

The manufacturer shall design and furnish all equipment in the quantities and configurations shown on the project drawings.

Standard 60-Hz units shall be CSA-certified to the harmonized U.S. and Canadian product safety standard CSA C22.2 No 236/UL 1995 for "Heating and Cooling Equipment" and shall be marked with the CSA c-us logo.

B. Vertiv™ Liebert® MC Design Requirements

1. The air-cooled condenser shall be a factory assembled unit, complete with integral electrical panel, designed for outdoor installation. The condenser shall be a draw through design.

C. Vertiv™ Liebert® MC Standard Features

1. Condenser shall consist of microchannel condenser coil(s), propeller fan(s) direct driven by individual fan motor(s), electrical controls, housing, and mounting legs. The Vertiv™ Liebert® air cooled condenser shall provide positive refrigerant head pressure control to the indoor cooling unit by adjusting heat rejection capacity.

2. Microchannel coils shall provide superior heat transfer, reduce air side pressure drop, increase energy efficiency, and significantly reduce the system refrigerant volume required. EC fans and fan operating techniques shall reduce sound levels. Various methods shall be available to match indoor unit type, maximum outdoor design ambient and maximum sound requirements.

D. Vertiv™ Liebert® MC Coil

1. Liebert® MC coils shall be constructed of aluminum microchannel tubes, fins, and manifolds. Tubes shall be flat and contain multiple, parallel flow microchannels and span between aluminum headers. Full depth louvered aluminum fins shall fill spaces between the tubes. Tubes, fins and aluminum headers shall be oven brazed to form a complete refrigerant to air heat exchanger coil. Copper stub pipes shall be electric resistance welded to aluminum coils and joints protected with polyolefin to seal joints from corrosive environmental elements. Coil assemblies shall be factory leak tested at a minimum of 300 psig (2,068 kPag). Hot gas and liquid lines shall be copper and shall be brazed using nitrogen gas flow to the stub pipes with spun closed ends for customer piping connections. Complete coil/piping assembly shall be then filled and sealed with an inert gas holding charge for shipment.

2. Aluminum microchannel coil with E-coat shall be epoxy coated for extended coil life in corrosive environments, such as coastal areas. Factory applied E-coat using immersion and baking process shall provide a flexible epoxy coating to all coil surfaces. Coil color shall be black and shall be protected from solar UV ray degradation with a factory applied UV topcoat. E-coat shall increase coil corrosion protection and shall reduce heat rejection capacity degradation to less than 10% after a severe 2,000- hour, 5% neutral salt spray test (ref. ASTM B117). The coating process shall ensure complete coil encapsulation.

E. Vertiv™ Liebert® MC Fan Motor/Blade Assembly

1. The fan motor/blade assembly shall have an external rotor motor, fan blades and

fan/finger guard. Fan blades shall be constructed of cast aluminum or glass reinforced polymeric material. Fan guards shall be heavy gauge, close meshed steel wire, coated with a black, corrosion resistant finish. Fan terminal blocks shall be in an IP54 enclosure on the top of the fan motor. Fan assemblies shall be factory balanced, tested before shipment, and mounted securely to the condenser structure.

F. Liebert® MC Condenser EC Fan Motor

1. The EC fan motors shall be electronically commutated for variable speed operation and shall have ball bearings. The EC fans shall provide internal overload protection through built-in electronics. Each EC fan motor shall have a built-in controller and communication module linked via RS485 communication wire to each fan and the Premium Control Board, allowing each fan to receive and respond to precise fan speed inputs from the Premium Control Board.

G. Vertiv™ Liebert® MC Electrical Controls

1. Electrical controls and service connection terminals shall be provided, and factory wired inside the attached control panel section. Only high voltage supply wiring and low voltage indoor unit communication/interlock wiring are required at condenser installation.

H. EC Fan Speed and Premium Control

1. The EC fan/Premium Control System shall include an electronic control board, EC fan motor(s) with internal overload protection, refrigerant and ambient temperature thermistors and refrigerant pressure transducers. The Premium Control Board shall communicate directly with the indoor unit's Vertiv™ Liebert® iCOM™ control via field supplied CANbus communication wires and via field supplied low voltage interlock wires. The control board shall use sensor and communication inputs to maintain refrigerant pressure by controlling each EC fan on the same refrigerant circuit to the same speed. The Premium Control Board shall be rated to a temperature of -30°F to 125°F (-34.4°C to 51.7°C). The premium control shall be factory set for (fan speed) (fan speed with Liebert® Lee-Temp) control.

I. Locking Disconnect Switch

1. A locking type disconnect switch shall be factory mounted and wired to the electrical panel and be capable of disrupting the flow of power to the unit and controlled via an externally mounted locking and lockable door handle. The locking disconnect shall be lockable in support of lockout/tagout safety programs.

J. Short Circuit Current Rating

1. The electrical panel shall provide at least 65,000A SCCR.

K. Liebert® MC 575 Volt

1. The condenser cabinet shall include a secondary, factory mounted, NEMA 3R weatherproof electrical enclosure. The secondary enclosure shall contain a 575 V transformer and protective fuses. All wiring between main and secondary electrical enclosures shall be factory provided. All field electrical connections shall be made in the main electrical enclosure.

L. Cabinet

1. The condenser cabinet shall be constructed of bright aluminum sheet and divided into individual fan sections by full width baffles. Internal structural support members, including coil support frame, shall be galvanized steel for strength and corrosion resistance. Panel doors shall be provided on two sides of each coil/fan section to permit coil cleaning. An electrical panel shall be contained inside a factory mounted NEMA 3R weatherproof electrical enclosure. Units with the 575 V shall include a second, factory mounted, NEMA 3R weatherproof electrical enclosure opposite the main electrical enclosure.

M. Vertiv™ Liebert® MC Mounting Legs Standard

1. Legs shall be provided to mount unit for vertical air discharge with rigging holes for hoisting the unit into position. Standard height is 18-inches (457 mm).

N. Galvanized Steel Legs with Bracing

1. Condensers shall be shipped with (36-inch, 914 mm) (48-inch, 1,219 mm) (60-inch, 1,524 mm) mounting legs with stabilization bracing. Legs, bracing, and hardware shall be galvanized steel.

O. IBC/OSHPD Seismic Certification and IBC Wind/Snow Load Compliant

IBC/OSHPD Seismic Certification and IBC Wind/Snow Load Compliant condensers shall be provided with any applicable bracing and field installation instructions. Condensers shall bear a label certifying compliance with IBC/OSHPD requirements.

PART 6 - EXECUTION

6.1 EXECUTION

Installation of Thermal Management Units

A. General

Install thermal management units in accordance with manufacturer’s installation instructions. Install units’ plumb and level, firmly anchored in locations indicated and maintain manufacturer’s recommended clearances.

B. Electrical Wiring

Install and connect electrical devices furnished by manufacturer but not specified to be factory mounted. Furnish copy of manufacturer’s electrical connection diagram submittal to electrical contractor.

C. Piping Connections

Install and connect devices furnished by manufacturer but not specified to be factory mounted. Furnish copy of manufacturer’s piping connection diagram submittal to piping contractor.

D. Supply and Drain Water Piping

Connect water supply and drains to air conditioning unit. Provide pitch and trap as manufacturer's instructions and local codes require.

E. Field Quality Control

Start the system in accordance with manufacturer's start-up instructions. Test controls and demonstrate compliance with requirements. These specifications describe requirements for a computer room environmental control system. The system shall be designed to maintain temperature and humidity conditions in the rooms containing electronic equipment.

The manufacturer shall design and furnish all equipment to be fully compatible with heat dissipation requirements.

F. Warranty Start-Up and Control Programming

Engage manufacturer's field service technician to provide warranty start-up supervision and assist in programming of unit(s) controls and ancillary panels supplied by them.

END OF SECTION 23 8124

SECTION 23 8125
CRAC-4 AND ACCU-4 – VERTIV LIEBERT PDX SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. These specifications describe requirements for a mission critical Thermal Management system. The system shall be designed to control temperature and humidity conditions in rooms containing electronic equipment, with good insulation and vapor barrier. The manufacturer shall design and furnish all equipment to be fully compatible with the heat dissipation requirements of the room.

1.2 DESIGN REQUIREMENTS

A. The precision Thermal Management system shall be a Liebert® PDX factory- assembled unit or approved substitution. Standard 60 Hz units shall be CSA certified to the harmonized U.S. and Canadian product safety standard, "CSA C22.2 No 236/UL 1995 for Heating and Cooling Equipment" and are marked with the CSA c-us logo. It shall be specifically designed for service from the front and right side of the unit. The system shall be designed for draw-through air arrangement to insure even air distribution to the entire face area of the coil.

B. The system shall be AHRI Certified, the trusted mark of performance assurance for heating, ventilation, air conditioning and commercial refrigeration equipment, using AHRI Standard 1360.

1.3 SUBMITTALS

A. Submittals shall be provided with the proposal and shall include single-line diagrams; dimensional, electrical, and capacity data; piping and electrical connection drawings.

1.4 SERVICEABILITY/ACCESS

A. The cabinet shall be designed so all components are easily accessible for service and maintenance through the front and right sides of the unit.

1.6 QUALITY ASSURANCE

A. The specified system shall be factory-tested before shipment. Testing shall include but shall not be limited to: Quality Control Checks, "Hi-Pot." The system shall be designed and manufactured according to world-class quality standards. The manufacturer shall be ISO 9001 certified.

PART 2 - PRODUCT

2.1 COOLING SYSTEM

A. Dual Cool: Chilled Water + Air Cooled Refrigeration

1. System Description

Two independent circuits shall be included. The dual-cooling source system shall consist of an air-cooled system with the addition of a free-cooling chilled water coil or free-cooling chilled glycol coil (Vertiv™ Liebert® Econ-o-Coil), a modulating control valve, and a comparative temperature sensor. The system shall be able to function as a modulating chilled water system, as a compressorized system or as a combination of both. The primary cooling mode shall be chilled water. The secondary refrigeration circuit shall include a liquid-line filter drier, a refrigerant sight glass with moisture indicator, an expansion valve, pressure safety switch and a liquid line solenoid valve. The indoor evaporator refrigerant piping shall be filled with a nitrogen holding charge and spun shut. Field relief of the Schrader valve shall indicate a leak-free system. Switchover between the two cooling modes shall be performed automatically

by the microprocessor control.

B. Hydrophilic-Coated Evaporator Coil

1. The direct-expansion, tilted-slab cooling coil and the free-cooling chilled water coil shall be constructed of copper tubes and hydrophilic-coated aluminum fins. The hydrophilic coating shall significantly improve the speed of condensate drainage from the fins and shall provide superior water carryover resistance. One stainless steel condensate drain pan shall be provided.

C. R-410A Refrigerant

1. The system shall be designed for use with R-410A refrigerant, which meets the U.S. Clean Air Act for phase out of HCFC refrigerants.

D. Compressor

1. Digital Scroll Compressor

The compressor shall be an R-410A scroll-type with variable capacity operation from 20-100%, commonly known as a digital scroll. The compressor solenoid valve shall unload the digital scroll compressor to provide variable capacity operation. The compressor shall have a suction gas cooled motor, EPDM Rubber vibration isolators, internal thermal overloads, automatic reset high pressure switch with lockout after three failure occurrences, rota-lock service valves, low pressure transducer, and crankcase heater. The compressor shall be removable and serviceable from the front of the unit. The crankcase heater and a discharge check valve shall be provided for additional system protection from refrigerant migration during Off cycles.

2. Compressor Sound Jacket

The compressor sound jacket shall reduce the level of sound emitted from the digital scroll compressor. It shall consist of a 3/8-inch closed cell polymeric 4.5 - 8.5 lb./ft^3 density jacket that encloses the compressor.

E. Expansion Valve

1. Thermostatic Expansion Valve (TXV)

A manually adjustable, externally equalized, thermostatic expansion valve (TXV) shall control the flow of liquid refrigerant entering the direct expansion coil. The TXV shall maintain consistent superheat of the refrigerant vapor at the outlet of the evaporator coil over the unit's operating range. The TXV shall prevent liquid refrigerant from returning to the compressor.

F. Dual-Cool: Free-Cooling Control Valve

1. Two-Way Motorized Ball Valve

The water circuit shall include a pre-piped two-way motorized ball valve. The Liebert® iCOM™ shall manage the non-spring return valve actuator movement to maintain the desired room conditions for various entering water temperatures. The motorized ball valve travel for dehumidification shall be proportional.

G. Comparator Sensor

1. The system shall be equipped with a Liebert® iCOM™ microprocessor-controlled comparator sensor that permits free-cooling operation whenever entering chilled water temperature is below return-air temperature. The comparator sensor shall be factory-installed on a free-cooling three-way valve and field-installed on a free-cooling two-way valve.

H. System Design Pressure

1. Standard Pressure

The water circuit shall be designed for a pressure of 150PSI (1034kPa).

2.2 FAN SECTION

A. Fan and Motor

1. The unit shall be equipped with one plug fan: integral direct driven fan with backward-curved blades and electronically commutated DC motor; commonly referred to as EC fan. The fan speed shall be variable and automatically regulated by the Liebert® iCOM™ through all modes of operation. The fan shall have a dedicated motor, fault monitoring circuitry, and speed controller, which shall provide a level of redundancy. The impeller shall be made of aluminum and dynamically balanced. The EC fan shall be located within the unit. The EC fan shall also provide greater energy savings than forward curved centrifugal fan and variable speed drives.

2.3 AIR FLOOR CONFIGURATION

A. Downflow Configurations

1. Downflow Supply with Discharge into Raised Floor

The supply air shall exit from the bottom of the unit directly into the raised floor. The EC fan shall be mounted in the bottom of the unit. The fan shall be located to draw air through the filter and cooling coil to ensure even air distribution and maximum coil performance.

2.4 CABINET CONSTRUCTION AND ACCESSIBILITY

A. Cabinet Construction

1. The exterior panels shall be 20-gauge steel and powder-coated with RAL 7021 black color paint to protect against corrosion. The exterior panels shall be insulated with 1/2" to 1" (12.7 to 25.4mm), 1-1/2 lb. (0.68 kg) insulation. Front and side panels shall have captive, quarter-turn fasteners. The cabinet shall be designed so that all components are serviceable and removable using the front and right sides of the unit.

2.5 LOCKING DISCONNECT SWITCH

A. A locking-type fused disconnect switch shall be mounted in the electrical panel and shall be capable of disrupting the flow of power to the unit. The locking type shall consist of a main unit switch operational from outside the unit. The electric panel compartment shall be accessible only with the switch in the Off position. The locking disconnect shall be lockable in support of lockout/tagout safety programs.

2.6 SHORT-CIRCUIT CURRENT RATTING (SCCR)

- The electrical panel shall provide at least 65,000A SCCR.
- Short-circuit current rating (SCCR) is the maximum short-circuit current a component or assembly can safely withstand when protected by a specific overcurrent protective device(s) or for a specified time.

2.7 FILTRATION

A. MERV 8 Filters

The filter shall be an integral part of the system and located within the cabinet. The filter shall be deep- pleated, 2 in. (51mm) thick with a MERV 8 rating efficiency based on ASHRAE 52.2-2007. A filter clog switch shall be included. Mesh type, cleanable filters shall be unacceptable.

2.8 ELECTRIC REHEAT

A. The reheat shall be a low-watt density 304/304 stainless steel finned-tubular electric reheat. The reheat section shall include UL/CSA recognized safety switches to protect the system from overheating. The electric reheat shall be controlled in two stages. The reheat elements shall be accessible from the right side of the cabinet.

2.9 INFARED HUMIDIFIER

The humidifier shall be of the infrared type, consisting of high intensity quartz lamps mounted above and out of the water supply. The evaporator pan shall be stainless steel and arranged to be serviceable without disconnecting water supply lines, drain lines, or electrical connections. The complete humidifier section shall be pre-piped ready for final connection. The infrared humidification system shall use bypass air to prevent over humidification of the controlled space. The auto flush system shall automatically flush deposits from the humidifier pan. The system shall be field adjustable to change the cycle time to suit local water conditions. A minimum 1 in. (25.4 mm) air gap within the humidifier piping assembly, in compliance with ASME A112.1.2 section 2.4.2 (backsiphonage testing), shall prevent back flow of the humidifier supply water.

PART 3 - CONTROLS

3.1 VERTIV™ LIEBERT® ICOM™ MICROPROCESSOR CONTROL WITH 7 INCH COLOR TOUCHSCREEN

The Liebert® iCOM™ shall be microprocessor-based with a 7-inch, high definition, capacitive, color touchscreen display and shall be mounted in an ergonomic, aesthetically pleasing housing. The display and housing shall be viewable while the front panel is open or closed. The controls shall be menu driven. The system shall display user menus for active alarms, event log, graphic data, unit view/status overview (including the monitoring of room conditions, operational status in percentage of each function, date and time), total run hours, various sensors, display setup and service contacts. A password shall be required to make system changes. Service menus shall include setpoints, standby settings (lead/lag), timers/sleep mode, alarm setup, sensor calibration, maintenance/wellness settings, options setup, system/network setup, auxiliary boards and diagnostics/service mode. The Liebert® iCOM™ control shall provide Ethernet/RS-485 ports dedicated for BMS connectivity (i.e., Base-Comms).

- Password Protection - The Liebert® iCOM™ shall contain two unique passwords to protect against unauthorized changes. An auto hide/show feature shall allow the user to see applicable information based on the login used.
- Unit Backup and Restore - The user shall be able to create safe copies of important control parameters. The Liebert® iCOM™ shall have the capacity for the user to automatically backup unit configuration settings to internal memory or USB storage drive. Configuration settings may be transferred to another unit for a more streamlined unit startup.
- Parameter Download - The Liebert® iCOM™ shall enable the user to download an Liebert® iCOM™ parameter file that lists parameter names, factory default settings and user- programmed settings in .csv format for remote reference.
- Parameter Search - The Liebert® iCOM™ shall have search fields for efficient navigation and parameter lookup.
- Parameter Directory - The Liebert® iCOM™ shall provide a directory that lists all parameters in the control. The list shall provide Line ID numbers, parameter labels, and current parameter values.
- Context-Sensitive Help - The Liebert® iCOM™ shall have an on-board help database. The database shall provide context-sensitive help to assist with setup and navigation of the menus.
- Display Setup - The user shall be able to configure the display information based on the specific user's preference. Language, units of measure, screen contrast, home screen layout, back-light timer, and the hide/show of certain readouts shall be configurable through the display.
- Additional Readouts - The display shall enable the user to configure custom widgets on the main screen. Widget options will include items such as fan speed, call for cooling, call for free-cooling, maintenance status, call for hot water reheat, call for electric reheat, call for dehumidification, call for humidification, airflow, static pressure, fluid flow rate and cooling

capacity.

- Status LEDs - The Liebert® iCOM™ shall show the unit's operating status using an integral LED. The LED shall indicate if the unit has an active alarm; if the unit has an active alarm that has been acknowledged; or if the unit is On, Off or in standby status.
- Event Log - The Liebert® iCOM™ shall automatically store the last 400 unit-only events (messages, warnings, and alarms).
- Service Contact Information - The Liebert® iCOM™ shall be able to store the local service or sales contact information.
- Upgradeable - Vertiv™ Liebert® iCOM™ upgrades shall be performed through a USB connection.
- Timers/Sleep Mode - The menus shall allow various customer settings for turning the unit On or Off.
- Menu Layout - The menus shall be divided into two main menus: User and Service. The User screen shall contain the menus to access parameters required for basic unit control and setup. The Service screen shall be de-signed for service personnel and shall provide access to advanced control setup features and diagnostic information.
- Sensor Calibration - The menus shall allow unit sensors to be calibrated with external sensors.
- Maintenance/Wellness Settings - The menus shall allow reporting of potential component problems before they occur.
- Options Setup - The menus shall provide operation settings for the installed components.
- Auxiliary Boards - The menus shall allow setup of optional expansion boards.
- Various Sensors: The menus shall allow setup and display of optional custom sensors. The control shall include four customer accessible analog inputs for field-supplied sensors. The analog inputs shall accept a 4 to 20mA signal. The user shall be able to change the input to 0 to 5VDC or 0 to 10VDC. The gains for each analog input shall be programmable from the front display. The analog inputs shall be able to be monitored from the front display.
- Diagnostics/Service Mode - The Liebert® iCOM™ control shall be provided with self-diagnostics to aid in troubleshooting. The microcontroller board shall be diagnosed and reported as pass/not pass. Control inputs shall be indicated as On or Off at the front display. Control outputs shall be able to be turned On or Off from the front display without using jumpers or a service terminal. Each control output shall be indicated by an LED on a circuit board.
- Base-Comms for BMS Connectivity – The Liebert® iCOM™ controller shall provide one Ethernet Port and RS-485 Port dedicated for BMS Connectivity. Provides ground fault isolated RS-485 Modbus, BACnet IP & Modbus IP network connectivity to Building Management Systems for unit monitoring and management. Also, provides ground fault isolated 10/100 baseT Ethernet connectivity for unit monitoring and management. The supported management interfaces include SNMP for Network Management Systems, HTTP for web page viewing, SMTP for email, and SMS for mobile messaging. The Liebert® iCOM™ controller shall support dual IP on a single network and one 485 protocol simultaneously.

3.2 ALARMS

All unit alarms shall be annunciated through both audio and visual cues, clearly displayed on the screen, automatically recorded in the event log and communicated to the customers Building Management System/Building Automation System. The Liebert® iCOM™ control shall activate an audible and visual alarm in event of any of the following conditions:

- High Temperature
- Low Temperature
- High Humidity

- Low Humidity
- EC Fan Fault
- Change Filters
- Loss of Air Flow
- Loss of Power
- Compressor Overload
- Humidifier Problem
- High Head Pressure
- Low Suction Pressure
- Custom Alarms

Custom alarm inputs shall be provided to indicate facility-specific events. Custom alarms can be identified with programmable labels.

- Leak Under Floor
- Smoke Detected
- Standby Unit On

Each alarm (unit and custom) shall be separately enabled or disabled, selected to activate the common alarm and programmed for a time delay of 0 to 255 seconds.

3.3 VERTIV™ LIBERT® iCOM™ CONTROL METHODS

A. The Liebert® iCOM™ shall be factory-set to allow precise monitoring and control of the condition of the air entering and leaving the unit. This control shall include predictive methods to control air flow and cooling capacity-based control sensors installed. Proportional and Tunable PID shall also be user selectable options.

B. Controlling Sensor Liebert® iCOM™ shall be flexible in the sense that it shall allow for controlling the capacity and fan from multiple different sensor selections. The sensor selections shall be:

- Cooling Capacity
- Supply
- Remote
- Return

Fan

- Speed
- Supply
- Remote
- Return
- Manual (for diagnostic or to receive a signal from the BMS through the Liebert® remote monitoring devices or analog input)
- Static Pressure

The Vertiv™ Liebert® iCOM™ shall be able to adjust the capacity output based on supply and return temperature conditions to meet SLA guidelines while operating at highest efficiency.

Dew point and relative humidity control methods shall be available (based on user preference) for humidity control within the conditioned space.

3.4 MULTI-UNIT COORDINATION

Liebert® iCOM™ teamwork shall save energy by preventing multiple units in an area from operating in opposing modes. Teamwork allows the control to optimize a group of connected cooling units equipped with Liebert® iCOM™ using the U2U (Unit-to-Unit) network.

- Teamwork Mode 3 (Optimized Aisle): May be employed in large and small rooms with varying heat loads. Optimized Aisle is the most efficient teamwork mode that allows the unit to match cooling capacity with heat load. In the Optimized Aisle mode, the fans operate in parallel. Fans can be controlled exclusively by remote temperature or using static pressure with a secondary remote temperature sensor(s) as an override to ensure that the inlet rack temperature is being met. Cooling (Compressors or Economizer) is controlled through unit supply air conditions. Liebert® iCOM™ calculates the average or worst-case sensor reading (user-selectable) for heating, cooling humidification and dehumidification. Based on the demand within the group, units will be allowed to operate within that mode until room conditions are satisfied. This is the best form of control for a room with an unbalanced load.

3.5 STANDBY LEAD-LAG

The Liebert® iCOM™ shall allow scheduled rotation to keep equal run time on units and provide automated emergency rotation of operating and standby units.

3.6 STANDBY UNIT CASCADING

The Liebert® iCOM™ cascade shall allow the units to turn On and Off based on heat load when utilizing Teamwork Mode 1, Independent mode or Teamwork Mode 3, Optimized Aisle mode with remote temperature sensors. In Teamwork Mode 1, Cascade mode will stage units On based on the temperature and humidity readings and their deviation from setpoint. In Teamwork 3 Mode, Cascade mode dynamically coordinates the fan speed to save energy and to meet the cooling demands. For instance, with a Liebert® iCOM™ group of six units and only 50% of the heat load, the Liebert® iCOM™ shall operate only four units at 80% fan speed and leave the other two units in standby. As the heat load increases, the Liebert® iCOM™ shall automatically respond to the additional load and bring on another unit, increasing the units in operation to five. As the heat load shifts up or down, the control shall meet the needs by cascading units On or putting them into standby.

3.7 WIRED SUPPLY SENSOR

Each Vertiv™ Liebert® iCOM™ shall have one factory-supplied and connected supply air sensor that may be used as a controlling sensor or reference. When multiple sensors are applied for control purposes, the user shall be able to control based on a maximum or average temperature reading.

3.8 VIRTUAL MASTER

As part of the robust architecture of the Liebert® iCOM™ control, it shall allow for a virtual master that coordinates operation. The Virtual Master function shall provide smooth control operation if the group's communication is compromised. When the lead unit, which is in charge of component staging in teamwork, unit staging and standby rotation, becomes disconnected from the network, the Liebert® iCOM™ shall automatically assign a virtual master. The virtual master shall assume the same responsibilities as the master until communication is restored.

3.9 VIRTUAL BACK-DRAFT DAMPER

The Liebert® iCOM™ shall allow the use of a virtual back-draft damper, eliminating the need for a mechanical damper. This shall allow the fans to spin slower (15% or less) to act as a damper.

3.10 COMPRESSOR SHORT CYCLE CONTROL

To help maximize the life of the compressor, there shall be start-to-next start delay for each compressor. The control shall monitor the number of compressors starts in an hour. If the compressor starts more than 10 times in 60 minutes, the local display and remote monitoring shall notify the user through a Compressor Short Cycle event.

3.11 Vertiv™ Liebert® MC CONDENSER COMMUNICATION

The Liebert® iCOM™ shall communicate directly with the Liebert® MC condenser via field-supplied CANbus communication wires and via field-supplied, low voltage interlock wires. This shall provide enhanced monitoring, alarming, diagnostics, low-noise mode, and condenser-fan reversal for cleaning mode.

3.12 SYSTEM AUTORESTART

The auto restart feature shall automatically restart the system after a power failure. Time delay shall be programmable. An optional capacitive buffer may be provided for continuous control operation through a power failure.

3.13 SEQUENTIAL LOAD ACTIVATION

On initial startup or restart after power failure, each operational load shall be sequenced with a minimum delay of one second to minimize total inrush current.

3.14 LOW PRESSURE MONITORING

Units shall ship standard with low pressure transducers for monitoring compressor suction pressure. If the pressure falls due to loss of charge or other mechanical cause, the corresponding circuit shall shut down to prevent equipment damage. The user shall be notified of the low-pressure condition through the local display and remote monitoring.

3.15 WINTER START TIME DELAY—AIR COOLED MODELS

An adjustable software timer shall be provided to assist with compressor starting during cold weather. When the compressor starts, the low-pressure input shall be ignored for the period set in the user-adjustable timer. Once the time period has elapsed after the compressor start, the low-pressure input should remain in the normal state. If the low-pressure input does not remain in the normal state when the time delay has elapsed, the circuit shall lock out on low pressure. The low-pressure alarm shall be announced on the local display and communicated to remote monitoring systems.

3.16 ADVANCED FREEZE PROTECTION

Units shall ship standard with advanced freeze protection enabled. The advanced freeze protection shall monitor the pressure of each circuit using a transducer. The control shall interact with the fan and compressor to prevent the unit coil from freezing if circuit suction pressure drops. Applying fan speed to direct expansion systems requires limitations to avoid freezing condensate on the coil when the unit operates below 100% fan speed. Vertiv™ Liebert® iCOM™ advanced freeze protection provides the ability to predict freeze conditions and correct this condition automatically by adjusting fan speed and compressor capacity. If a freeze condition is detected, the user shall be notified through the local display and remote monitoring systems.

3.17 ADVANCED HIGH-PRESSURE PROTECTION—Models With Digital Scroll Compressors

When the compressor is initially activated, the system shall be monitored for high pressure. When high pressure is detected, the control shall alter the compressor operation and the condenser fan speed to reduce the system discharge pressure, preventing circuit shut down. If the unit is unsuccessful in correcting the problem through this interaction, an alarm shall occur, and the affected compressor shall be immediately locked off. The control shall re-enable the compressor when the pressure returns to a safe level. This feature is standard on units equipped with liquid line transducers and digital scroll.

3.18 REFRIGERANT PRESSURE TRANSDUCER FAILURE

The control shall monitor the high-side and low-side refrigerant pressure transducers. If the control senses the transducer has failed, has been disconnected, has shorted or the reading has gone out of range, the user shall be notified through an event on the local display and remote monitoring. The corresponding circuit that the failure has occurred on shall be disabled to prevent unit damage.

3.19 OIL RETURN PROTECTION

The control shall monitor compressor operation and staging to ensure that liquid and hot gas velocity are maintained for proper oil return to the compressor.

3.20 DIGITAL SCROLL HIGH TEMPERATURE PROTECTION

The control shall monitor digital scroll temperature during unit operation. A compressor temperature limit shall be imposed to help prevent damage to the compressor. If the temperature reaches the maximum temperature limit, the compressor shall be locked out for 30 minutes and an alarm shall be annunciated on the local display and through monitoring. After the initial lockout, the control shall continue to monitor compressor temperature during the off-cycle and re-enable the circuit once a safe operating temperature is reached and the 30 minutes has elapsed. The control shall store the number of high temperature trips. The number of trips shall be accessible through the local display.

3.21 DIGITAL SCROLL SENSOR FAILURE

The control shall monitor the status of the digital scroll sensor(s). If the control senses that the thermistor is disconnected, shorted or the reading goes out of range, the user shall be notified through an event on the local display and remote monitoring.

3.22 COMPRESSOR HIGH AND LOW TEMPERATURE LIMIT PROTECTION

The control shall monitor the return air to ensure that the compressor is operated within the manufacturer's defined window of operation. If the return air temperature deviates from the manufacturer's window of operation, the Liebert® iCOM™ shall automatically adjust to prevent damage to the cooling unit or reduction in its reliability.

3.23 COMPRESSOR RUN TIME MONITORING

The control shall log these compressor statistics:

- Number of compressors starts.
- Run hours.
- Average run time
- Starts per day.
- Starts per day worst.
- Number of high-pressure alarms
- Operating phase in which the high-pressure alarm occurred.
- Number of low-pressure alarms
- Operating phase in which the low-pressure alarm occurred.
- Number of compressor overloads
- Number of high temperature alarms (scroll compressors)

The user shall have the ability to monitor compressor operating temperature and pressure from the local display to be used as a diagnostic tool.

3.24 FLOODED START PROTECTION

The control shall isolate each compressor through a dedicated circuit liquid line solenoid valve and/or electronic expansion valve. These devices, combined with a spring-closed discharge check valve and compressor crank-case heater (air cooled models), shall help ensure refrigerant does not migrate/carry oil out of the compressor case during the off cycle.

PART 4 – MISCELLANEOUS OPTIONS

4.1 HIGH TEMPERATURE SENSOR

This sensor shall be factory-installed in the unit and shall be factory-set to 125ºF (52ºC). It shall immediately shut down the environmental control system when activated. The sensor shall be mounted with the sensing element in the return air. This sensor is not meant to replace any fire detection system that may be required by local or national codes.

4.2 SMOKE SENSOR

The smoke sensor samples the return air, shuts down the unit upon activation, and sends visual and audible alarms. Dry contacts are available for a remote customer alarm. The smoke sensor includes a "supervision" contact closure. This smoke sensor is not intended to function as or replace any room smoke detection system that may be required by local or national codes.

4.3 REMOTE TEMPERATURE/HUMIDITY SENSOR

This sensor shall allow the control of the unit based on temperature/humidity conditions remote to the unit. This sensor shall be field-mounted and wired to the Vertiv™ Liebert® iCOM™ control board and the unit shall not have a return-air temperature/humidity sensor mounted inside the unit.

4.4 LOW VOLTAGE TERMINAL PACKAGE

Factory-installed and factory-wired terminals shall be provided for customer connection:

- Remote Shutdown Terminals - Two additional pairs of terminals provide the customer with additional locations to remotely shut down the unit by field-installed devices or controls.
- Extra Common Alarm Contacts - Two additional pairs of terminals provide the customer with normally open contacts for remote indication of unit alarms.
- Main Fan Auxiliary Switch - One set of normally open contacts wired to the EC fan motor contactor will close when EC fan operation is required. This set of dry contacts could also be used to initiate air economizer operation. Air economizer and associated devices by others.
- Vertiv™ Liebert® Liqui-Tect™ Shutdown - One pair of dry contacts for the Liebert® Liqui-Tect™ sensor signal will provide unit shut down. (Liebert® Liqui-Tect™ sensor is not included)

4.5 REMOTE HUMIDIFIER CONTACT

A pair of N/O contacts provided for connection to a remote humidifier that allows the unit's humidity controller to control a humidifier outside the unit. Power to operate the remote humidifier does not come from the unit.

4.6 COMPRESSOR OVERLOAD

A factory-installed sensor designed to detect high compressor currents and provide Liebert® iCOM™ input to shut down the compressor as a compressor protection feature.

4.7 FLOOR STAND

A. Supply Air Floor Stand -Downflow Raised Floor

THE FLOOR STAND SHALL BE CONSTRUCTED OF GALVANIZED STEEL. THE FLOOR STAND SHALL HAVE ADJUSTABLE LEGS WITH VIBRATION ISOLATION PADS. THE FLOOR STAND SHALL BE: (24 IN. [61CM]) HIGH.

4.8 VERTIV™ LIEBERT® VNSA NETWORK SWITCH-OPTIONAL

The Liebert® vNSA network switch is designed for networking multiple Vertiv™ Liebert® iCOM™ unit- level controllers together. There shall be two different styles of the Liebert® vNSA14 panel available:

- Liebert® vNSA14: enclosure with network switches only

4.9 VERTIV™ LIEBERT® NFORM ADVANCED MONITORING

The Critical Infrastructure Management software shall centrally monitor and manage distributed equipment using the customer's existing network infrastructure. The system shall provide the Critical Infrastructure Management and Monitoring for air conditioning (CRAC) systems, uninterruptible power supply (UPS) systems, power distribution units (PDUs), static transfer switches (STS), direct current power systems (DC), power distribution strips (PDUs), Vertiv™ Liebert® Alber™ battery monitoring, rack enclosure intrusion monitoring, leak detection systems and other critical

infrastructure systems as specified. The system shall have an architecture that allows up to 10,000 managed devices, including Liebert and third-party devices, in a single-server installation.

4.9.1 APPROVED PRODUCTS

The Critical Infrastructure Monitoring System shall be Vertiv™ Liebert® Nform as manufactured by Vertiv. No substitutions shall be accepted.

4.10 VERTIV™ LIEBERT® LIQUI-TECT™ 410 POINT LEAK DETECTION SENSOR FOR REMOTE MOUNTING

A. A total of one solid-state water sensor(s) with no moving parts and hermetically sealed to keep out dust and dirt shall be provided. The Liebert® Liqui-Tect™ 410 (LT410) shall provide a single- point detection of leaks. The point detection sensor shall have two gold-plated sensing probes to prevent corrosion resistance and to provide accurate readings. The LT410 shall constantly monitor points for leaks, internal faults, and power failures and warn of any abnormal conditions. Mounting brackets shall allow for sensor height adjustment and leveling. The LT410 shall provide two independent outputs to signal both a local alarm panel and a remote building management system or external equipment. The LT410 shall be rated for 24VAC, 50/60Hz and 0.10 amps.

4.11 LIEBERT® LIQUI-TECT™ 460 ZONE LEAK DETECTION MODULE WITH CABLE KIT FOR REMOTE MOUNTING

A. A total of one zone water sensor cables with no moving parts and hermetically sealed to keep out dust and dirt shall be provided. The Liebert® Liqui-Tect™ 460 (LT460) shall provide a zone detection of leaks. The LT460 shall constantly monitor points for leaks, internal faults, and power failures and warn of any abnormal conditions. LED's shall provide status indication and also ensure the cable is properly installed and operational under raised floors. The LT460 shall provide two independent outputs provide a signal to a local alarm panel, Liebert environmental unit, remote building management system, or external equipment.

B. Liebert® Liqui-Tect™ 460 Module

C. The LT460 shall consist of a metal enclosure with a hinged top door providing access to the internal circuit board for wiring termination and configuration of DIP switches. The LT460 shall monitor up to 100 feet (30m) of connected LT500Y leak detection cable. The LT460 shall be rated for 24VAC, 50/60Hz, and 0.12A.

D. LT500Y Leak Detection Cable

1. The cable material and construction shall allow the cable to lie flat when used with hold-down clips. The LT500Y shall be plenum-rated and UL-listed for safe operation. Cables shall be available in lengths of 20, 25, 30, 35, and 45 feet (6, 7.6, 9, 10.6, and 13.7m).

PART 5 - HEAT REJECTION - VERTIV™ LIEBERT® MC CONDENSER

5.1 LIEBERT® MC CONDENSER SUMMARY

- These specifications describe requirements for a Liebert air cooled condenser for a Liebert Thermal Management system. The condenser shall be designed to reject waste heat to outdoor air and to control refrigerant head pressure as indoor equipment loading and outdoor ambient conditions change.
- The manufacturer shall design and furnish all equipment in the quantities and configurations shown on the project drawings.
- Standard 60Hz units shall be CSA-certified to the harmonized U.S. and Canadian product safety standard “CSA C22.2 No 236/UL 1995 for Heating and Cooling Equipment” and shall be marked with the CSA c-us logo.

5.2 LIEBERT® MC CONDENSER DESIGN REQUIREMENTS

The air-cooled condenser shall be a factory-assembled unit, complete with integral electrical panel, designed for outdoor installation. The condenser shall be a draw-through design.

5.3 LIEBERT® MC CONDENSER STANDARD FEATURES

Condenser shall consist of microchannel condenser coil(s), propeller fan(s) direct driven by individual fan motor(s), electrical controls, housing, and mounting legs. The Liebert air cooled condenser shall provide positive refrigerant head pressure control to the indoor cooling unit by adjusting heat rejection capacity. Microchannel coils shall provide superior heat transfer, reduce air-side pressure drop, increase energy efficiency, and significantly reduce the system refrigerant volume required. EC fans and fan operating techniques shall reduce sound levels. Various methods shall be available to match indoor unit type, maximum outdoor design ambient and maximum sound requirements.

5.4 LIEBERT® MC CONDENSER COIL

Liebert® microchannel coils shall be constructed of aluminum microchannel tubes, fins, and manifolds. Tubes shall be flat and contain multiple, parallel flow microchannels and span between aluminum headers. Full-depth louvered aluminum fins shall fill spaces between the tubes. Tubes, fins, and aluminum headers shall be oven-brazed to form a complete refrigerant-to-air heat exchanger coil. Copper stub pipes shall be electric resistance welded to aluminum coils and joints protected with polyolefin to seal joints from corrosive environmental elements. Coil assemblies shall be factory leak tested at a minimum of 300 psig (2068kPag). Hot gas and liquid lines shall be copper and shall be brazed using nitrogen gas flow to the stub pipes with spun-closed ends for customer piping connections. Complete coil/piping assembly shall be then filled and sealed with an inert gas holding charge for shipment.

A. Aluminum Microchannel Coil with E-Coat

Aluminum microchannel coil with E-coat shall provide a flexible epoxy coating to all coil surface areas without material bridging between fins. E-coat shall increase coil corrosion protection and shall reduce heat rejection capacity degradation to less than 10% after a severe 2000-hour 5% neutral salt spray test (ref. ASTM B117). The coating process shall ensure complete coil encapsulation, and the color shall be black. A UV topcoat shall be applied to prevent UV degradation of E-coat.

5.5 VERTIV™ LIEBERT® MC CONDENSER FAN MOTOR/BLADE ASSEMBLY

The fan motor/blade assembly shall have an external rotor motor, fan blades and fan/finger guard. Fan blades shall be constructed of cast aluminum or glass-reinforced polymeric material. Fan guards shall be heavy gauge, close-mesh steel wire, coated with a black corrosion resistant finish. Fan terminal blocks shall be in an IP54 enclosure on the top of the fan motor. Fan assemblies shall be factory-balanced, tested before shipment and mounted securely to the condenser structure.

A. Liebert® MC Condenser EC Fan Motor

The EC fan motors shall be electronically commutated for variable speed operation and shall have ball bearings. The EC fans shall provide internal overload protection through built-in electronics. Each EC fan motor shall have a built-in controller and communication module, linked via RS485 communication wire to each fan and the Premium Control Board, allowing each fan to receive and respond to precise fan speed inputs from the Premium Control Board.

5.6 LIEBERT® MC CONDENSER ELECTRICAL CONTROLS

Electrical controls and service connection terminals shall be provided and factory-wired inside the attached control panel section. Only high-voltage supply wiring and low voltage indoor unit communication/interlock wiring are required at condenser installation.

A. EC Fan Speed and Premium Control

The EC fan/Premium Control System shall include an electronic control board, EC fan motor(s) with internal overload protection, refrigerant and ambient temperature thermistors, and refrigerant pressure transducers. The Premium Control Board shall communicate directly with the indoor unit's Vertiv™ Liebert® iCOM™ control via field-supplied CANbus communication wires and via field-supplied low voltage interlock wires. The control board shall use sensor and communication inputs to maintain refrigerant pressure by controlling

each EC fan on the same refrigerant circuit to the same speed. The Premium control board shall be rated to a temperature of -30°F to 125°F. The premium control shall be factory set for (fan speed) (fan speed with Vertiv™ Liebert® Lee-Temp) (fan speed with unheated receivers for EEV) control.

B. Locking Disconnect Switch

A Locking-Type disconnect switch shall be factory-mounted and wired to the electrical panel and be capable of disrupting the flow of power to the unit and controlled via an externally mounted locking and lockable door handle. The locking disconnect shall be lockable in support of lockout/tagout safety programs.

C. Short Circuit Current Rating

The electrical panel shall provide at least 65,000A SCCR.

D. Condenser Cabinet

The condenser cabinet shall be constructed of bright aluminum sheet and divided into individual fan sections by full width baffles. Internal structural support members, including coil support frame, shall be galvanized steel for strength and corrosion resistance. Panel doors shall be provided on two sides of each coil/fan section to permit coil cleaning. An electrical panel shall be contained inside a factory mounted NEMA 3R weatherproof electrical enclosure.

5.7 Vertiv™ Liebert® MC Condenser Mounting Legs

A. Standard Legs

Legs shall be provided to mount unit for vertical air discharge with rigging holes for hoisting the unit into position. Standard height is 18 in. (457mm).

B. Liebert® MC 575 Volt - Optional

The condenser cabinet shall include a secondary, factory mounted, NEMA 3R weatherproof electrical enclosure. The secondary enclosure shall contain a 575V transformer and protective fuses. All wiring between main and secondary electrical enclosures shall be factory-provided. All field electrical connections shall be made in the main electrical enclosure.

5.8 IBC/OSHPD Seismic Certification and IBC Wind/Snow Load Compliant—Optional

A. IBC/OSHPD Seismic Certification and IBC Wind/Snow Load Compliant condensers shall be provided with any applicable bracing and field-installation instructions. Condensers shall bear a label certifying compliance with IBC/OSHPD requirements.

PART 6 - EXECUTION

6.1 INSTALLATION OF PRECISION COOLING UNITS

A. General

Install precision cooling units in accordance with manufacturer's installation instructions. Install units plumb and level, firmly anchored in locations indicated, and maintain manufacturer's recommended clearances.

6.2 ELECTRICAL WIRING

A. Install and connect electrical devices furnished by manufacturer but not specified to be factory mounted. Furnish copy of manufacturer's electrical connection diagram submittal to electrical contractor.

6.3 PIPING CONNECTIONS

A. Install and connect devices furnished by manufacturer but not specified to be factory mounted. Furnish copy of manufacturer's piping connection diagram submittal to piping contractor.

6.4 FIELD QUALITY CONTROL

A. Start the system in accordance with manufacturer's startup instructions. Test controls and demonstrate compliance with requirements. These specifications describe requirements for a computer room environmental control system. The system shall be designed to maintain temperature and humidity conditions in the rooms containing electronic equipment.

The manufacturer shall design and furnish all equipment to be fully compatible with heat dissipation requirements.

6.5 SUPPLY AND DRAIN WATER PIPING

A. Connect water supply and drains to air conditioning unit. Provide pitch and trap as manufacturer's instructions and local codes require.

6.6 WARRANTY START-UP AND CONTROL PROGRAMMING

A. Engage manufacturer's field service technician to provide warranty start-up supervision and assist in programming of unit(s) controls and ancillary panels supplied by them.

END OF SECTION 23 8125

SECTION 25 0900
HVAC INSTRUMENTATION AND CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

A. General: The Building management system (BMS) system shall consist of a high-speed, peer-to-peer network of DDC controllers, a control system server, and a web-based operator interface.

B. System software shall be based on a server/thin-client architecture, designed around the open standards of web technology. The control system server shall be accessed using a Web browser over the control system network, the owner's local area network and (at the owner's discretion) over the Internet. The server shall also act as a "workstation" when running as a server/client platform. Additional clients shall have concurrent access to the "workstation" in this mode.

C. The intent of the thin-client architecture is to provide operators complete access to the control system via a Web browser. No special software other than a Web browser shall be required to access graphics, point displays, and trends, configure trends, configure points and controllers, or to download programming into the controllers.

D. System shall use BACnet protocol for communication between the control modules and web server. Communication between the web server and the user's browser shall be HTTP or HTTPS protocol utilizing HTML5. Use of Adobe Flash technology is not acceptable.

E. New devices shall be integrated into the existing Automated Logic system. This is includes adding the devices to the existing database and modification or addition of graphics using the Automated Logic interface. Integration of these devices shall be included with this bid.

1.2 APPROVED BMS SYSTEMS

A. Approved control system supplier, manufacturer, and product line:

1. Automated Logic Corporation, WebCTRL

1.3 DEFINITIONS

A. Adjustable (adj.): Adjustable by the end user, through the supplied user interface.

B. Advanced Application Controllers (AACs): A fully programmable control module. This control module may be capable of some of the advanced features found in Building Controllers (storing trends, initiating read & write requests, etc.) but it does not serve as a master controller. Advanced Application Controllers may reside on either the Ethernet/IP backbone or on a subnet.

C. Web Services: Web services are a standard method of exchanging data between computer systems using the XML (extensible markup language) and SOAP (simple object access protocol) standards. Web services can be used at any level within a Building Automation System (BAS), but most commonly they are used to transfer data between BAS using different protocols or between a BAS and a non-BAS system such as a tenant billing system or a utility management system.

D. Alarm: The control system shall be configured to generate an alarm when this object exceeds user definable limits, as described in the Sequence of Controls.

E. Analog Value: An intermediate (software) point that may be editable or read-only. Editable AVs are typically used to allow the user to set a fixed control parameter, such as a setpoint. Read Only AVs are typically used to display the status of a control operation.

F. Application Specific Controllers (ASCs): A pre-programmed control module which is intended for use in a specific application. ASCs may be configurable, in that the user can chose between various pre-programmed options, but it does not support full custom programming. ASCs are often used on terminal equipment such as VAV boxes or fan coil units. In many vendors' architectures ASCs do not store trends or schedules but instead rely upon a Building Controller to provide those functions.

G. BACnet Interoperability Building Blocks (BIBB): A BIBB defines a small portion of BACnet functionality that is needed to perform a particular task. BIBBS are combined to build the BACnet functional requirements for a device in a specification.

H. BACnet/BACnet Standard: BACnet communication requirements as defined by the latest version of ASHRAE/ANSI 135 and approved addenda.

I. Binary Value: An intermediate (software) point that may be editable or read-only. Editable BVs are typically used to allow the user to set a fixed control parameter, such as a setpoint. Read Only BVs are typically used to display the status of a control operation.

J. Building Controllers (BCs): A fully programmable control module which is capable of storing trends and schedules, serving as a router to devices on a subnet, and initiating read and write requests to other controllers. Typically, this controller is located on the Ethernet/IP backbone of the BAS. In many vendors' architectures a Building Controller will serve as a master controller, storing schedules and trends for controllers on a subnet underneath the Building Controller.

K. Control Systems Server: A computer(s) that maintain(s) the systems configuration and programming database.

L. Controller: Intelligent stand-alone control device. Controller is a generic reference to building controllers, custom application controllers, and application specific controllers.

M. Direct Digital Control: Microprocessor-based control including Analog/Digital conversion and program logic.

N. Furnished or Provided: The act of supplying a device or piece of equipment as required meeting the scope of work specified and making that device or equipment operational. All costs required to furnish the specified device or equipment and make it operational are borne by the division specified to be responsible for providing the device or equipment.

O. Gateway: Bi-directional protocol translator connecting control systems that use different communication protocols.

P. Install or Installed: The physical act of mounting, piping, or wiring a device or piece of equipment in accordance with the manufacturer's instructions and the scope of work as specified. All costs

required to complete the installation are borne by the division specified to include labor and any ancillary materials.

Q. Integrate: The physical connections from a control system to all specified equipment through an interface as required to allow the specified control and monitoring functions of the equipment to be performed via the control system.

R. Interface: The physical device required to provide integration capabilities from an equipment vendor's product to the control system. The equipment vendor most normally furnishes the interface device. An example of an interface is the chilled water temperature reset interface card provided by the chiller manufacturer in order to allow the control system to integrate the chilled water temperature reset function into the control system.

S. Local Area Network: Computer or control system communications network limited to local building or campus.

T. Loop or control loop: Most commonly a PID control loop. Typically, a control loop will include a setpoint, an input which is compared to the setpoint, and an output which controls some action based upon the difference between the input and the setpoint. A PID control loop will also include gains for the proportional, integral, and derivative response as well as an interval which controls how frequently the control loop updates its output. These gains may be adjustable by the end user for control loop "tuning," but in self-tuning control loops or loops which have been optimized for a specific application the gains may not be adjustable.

U. Master-Slave/Token Passing (MS/TP): Data link protocol as defined by the BACnet standard.

V. Point-to-Point: Serial communication as defined in the BACnet standard.

W. Primary Controlling LAN: High speed, peer-to-peer controller LAN connecting BCs and optionally AACs and ASCs. Refer to System Architecture below.

X. Protocol Implementation Conformance Statement (PICS): A written document that identifies the options specified by BACnet that are implemented in a device.

Y. Router: A device that connects two or more networks at the network layer.

Z. Schedule: The control algorithm for this equipment shall include a user editable schedule.

AA. Trend: The control system shall be configured to collect and display a trend log of this object. The trending interval shall be no less than one sample every 5 minutes. (Change of Value trending, where a sample is taken every time the value changes by more than a user-defined minimum, is an acceptable alternative.)

BB. Wiring: Raceway, fittings, wire, boxes, and related items.

1.4 QUALITY ASSURANCE

A. Installer and Manufacturer Qualifications

11. Installer shall have an established working relationship with the Control System Manufacturer and have, as a minimum, 5 years demonstrated experience with installation and support of the manufacturer's product.

12. Installer shall have successfully completed Control System Manufacturer's control system training. Upon request, Installer shall present record of completed training including course outlines.

1.5 CODES AND STANDARDS

A. Work, materials, and equipment shall comply with the most restrictive of local, state, and federal authorities' codes and ordinances for these plans and specifications. As a minimum, the installation shall comply with current editions in effect 30 days prior to receipt of bids of the following codes:

1. National Electric Code (NEC)

2. International Building Code (IBC)

3. International Mechanical Code (IMC)

4. Underwriters Laboratories (UL/CUL)

5. ANSI/ASHRAE Standard 135, BACnet – A Data Communication Protocol for Building Automation and Control Systems.

1.6 SYSTEM PERFORMANCE

A. Performance Standards. System shall conform to the following minimum standards over network connections. Systems shall be tested using manufacturer's recommended hardware and software for display through the user's web browser.

1. Graphic Display. A graphic with 20 dynamic points shall display with current data within 10 sec.

2. Graphic Refresh. A graphic with 20 dynamic points shall update with current data within 8 sec. and shall automatically refresh every 15 sec.

3. Configuration and Tuning Screens. Screens used for configuring, calibrating, or tuning points, PID loops, and similar control logic shall automatically refresh within 6 sec.

4. Object Command. Devices shall react to command of a binary object within 2 sec. Devices shall begin reacting to command of an analog object within 2 sec.

5. Alarm Response Time. An object that goes into alarm shall be annunciated at the browser within 45 sec.

6. Program Execution Frequency. Custom and standard applications shall be capable of running as often as once every 5 sec.

7. Performance. Programmable controllers shall be able to completely execute DDC PID control loops at a frequency adjustable down to once per sec. Select execution times consistent with the mechanical process under control.

8. Multiple Alarm Annunciation. Each user, connected to network accessing the system through their browser (workstation), shall receive alarms within 5 seconds of one another.

9. Control Stability and Accuracy. Control loops shall maintain measured variable at setpoint within tolerances shown in table below:

Controlled Variable	Control Accuracy	Range of Medium
Air Pressure	±0.2 in. w.g. (±0.01 in. w.g.	0–6 in. w.g. –0.1 to 0.1 in. w.g.
Airflow	±10% of full scale	
Space Temperature	±2.0ºF	
Duct Temperature	±2.0ºF	
Humidity	±5% RH	
Fluid Pressure	±1.5 psi ±1.0 in. w.g	1–150 psi 0–50 in. w.g. differential

1.7 SUBMITTALS

A. Product Data and Shop Drawings: The contractor shall provide shop drawings and product data on hardware, software, and equipment to be installed or provided. No work may begin on any segment of this project until submittals have been approved for conformity with design intent. Provide submittal data in a digital format on suitable digital media such as a USB drive. The submittal data shall be in standard Microsoft (Word, Excel, etc.) or PDF file formats. The shop drawings shall be formatted to fit on 11" x 17" pages and hardware/software product data shall be formatted to fit on 8.5" x 11" pages. When manufacturer's cutsheets apply to a product series rather than a specific product, the data specifically applicable to the project shall be highlighted or clearly indicated by other means. Each submitted piece of literature and drawing shall clearly reference the specification and/or drawing that the submittal is to cover. General catalogs shall not be accepted as cutsheets to fulfill submittal requirements. Select and show submittal quantities appropriate to scope of work. Submittal approval does not relieve Contractor of responsibility to supply sufficient quantities to complete work. Submittals shall be provided within 12 weeks of contract award. Submittals shall include:

1. DDC System Hardware

a. A complete bill of materials to be used indicating quantity, manufacturer, model number, and relevant technical data of equipment to be used.

b. Manufacturer's description and technical data such as performance curves, product specifications, and installation and maintenance instructions for items listed below and for relevant items not listed below:

1) Direct digital controllers (controller panels)

2) Transducers and transmitters

3) Sensors (including accuracy data)

4) Actuators

5) Valves

6) Relays and switches

7) Control panels

8) Power supplies

9) Batteries

10) Operator interface equipment

11) Wiring

c. Wiring diagrams and layouts for each control panel. Show termination numbers.

d. Schematic diagrams for all field sensors and controllers. Provide floor plans of all sensor locations and control hardware. Riser diagrams showing control network layout, communication protocol, and wire types.

2. Central System Hardware and Software

a. A complete bill of material of equipment used indicating quantity, manufacturer, model number, and relevant technical.

b. Manufacturer's description and technical data such as product specifications and installation and maintenance instructions for items listed below and for relevant items furnished under this contract not listed below:

1) Central Processing Unit (CPU) or web server

2) Monitors

3) Keyboards

4) Power supplies

5) Battery backups

6) Interface equipment between CPU or server and control panels

7) Operating System software – web server

8) Color graphic software

9) Third-party software

c. Schematic diagrams for all control, communication, and power wiring. Provide a schematic drawing of the central system installation. Label all cables and ports with computer manufacturers' model numbers and functions. Show interface wiring to control system.

d. Network riser diagrams of wiring between central control unit and control panels.

3. Controlled Systems

a. Riser diagrams showing control network layout, communication protocol, and wire types.

b. A schematic diagram of each controlled system. The schematics shall have all control points labeled with point names shown or listed. The schematics shall graphically show the location of all control elements in the system.

c. A schematic wiring diagram of each controlled system. Label control elements and terminals. Where a control element is also shown on control system schematic, use the same name.

d. An instrumentation list (Bill of Materials) for each controlled system. List each control system element in a table. Show element name, type of device, manufacturer, model number, and product data sheet number.

e. A mounting, wiring, and routing plan-view drawing. The design shall take into account HVAC, electrical and other systems' design and elevation requirements. The drawing shall show the specific location of all concrete pads and bases and any special wall bracing for panels to accommodate this work.

f. A complete description of the operation of the control system, including sequences of operation. The description shall include and reference a schematic diagram of the controlled system.

g. A point list for each control system. List I/O points and software points required to provide specified sequence of operations. Indicate alarmed and trended points.

4. Quantities of items submitted shall be reviewed but are the responsibility of the Contractor.

5. BACnet Protocol Implementation Conformance Statement (PICS) for each submitted type of controller and operator interface.

B. Project Documentation

1. Upon completion of installation, submit record (as-built) documents for approval before final completion. Provide record documents in a digital format on suitable digital media such as a USB drive. The record documents shall be in standard Microsoft (Word, Excel, etc.) or PDF file formats except as noted below. Record documentation shall include the following:
   a. Project Record Drawings.

b. Testing and Commissioning Reports and Checklists.
c. Operation and Maintenance (O&M) Manual.
d. As-built versions of submittal product data.
e. Names, addresses, and telephone numbers of installing contractors and service representatives for equipment and control systems.
f. Operator's manual with procedures for operating control systems: logging on and off, handling alarms, producing point reports, trending data, overriding computer control, and changing setpoints and variables.
g. Programming manual or set of manuals with description of programming language and syntax, of statements for algorithms and calculations used, of point database creation and modification, of program creation and modification, and of editor use.
h. Engineering, installation, and maintenance manual or set of manuals that explains how to design and install new points, panels, and other hardware; how to perform preventive maintenance and calibration; how to debug hardware problems; and how to repair or replace hardware.
i. Documentation of programs operating in the system and object database that can be viewed using technician software tools furnished with system.
j. Graphic files, programs, and database to be viewed using technician software tools furnished with system.
k. List of recommended spare parts with part numbers and suppliers.
l. Complete original-issue documentation, installation, and maintenance information for furnished third-party hardware including computer equipment and sensors.
m. Complete original-issue copies of furnished software, including operating systems, custom programming language, operator workstation or web server software, and graphics software.
n. Licenses, guarantees, and warranty documents for equipment and systems.
o. Recommended preventive maintenance procedures for system components, including schedule of tasks such as inspection, cleaning, and calibration; time between tasks; and task descriptions.

2. Load into the control system for access by the operator through any operator workstation closeout documentation. There shall be a menu or navigation tab to access the documentation. The documentation can be loaded into the control system in a pdf format. The following documentation shall be included:
   a. As-built control diagrams including wiring diagrams and sequences of operations for each controller/piece of equipment.
   b. All IOM data as follows:
      1) IOM from each equipment manufacturer for each piece of equipment (AHUs, FCUs, Chillers, pumps etc.)
      2) IOM for each control module and end device installed in the system.

C. Training Materials: Provide course outline and materials for each class at least six weeks before first class. Training shall be furnished via instructor-led sessions, computer-based training, or web-based training. Engineer will modify course outlines and materials if necessary to meet Owner's needs. Engineer will review and approve course outlines and materials at least three weeks before first class.

1.8 WARRANTY

A. Warrant work as follows:

1. Warrant labor and materials for specified control system free from defects for a period of 12 months after final acceptance. Control system failures during warranty period shall be adjusted, repaired, or replaced at no additional cost or reduction in service to Owner. Respond during normal business hours within 24 hours of Owner's warranty service request.

2. Work shall have a single warranty date, even if Owner receives beneficial use due to early system start-up. If specified work is split into multiple contracts or a multi-phase contract, each contract or phase shall have a separate warranty start date and period.

3. If the engineer determines that equipment and systems operate satisfactorily at the end of final start-up, testing, and commissioning phase, the engineer will certify in writing that control system operation has been tested and accepted in accordance with the terms of this specification. Date of acceptance shall begin warranty period.

4. All Manufacturer's software/firmware for web server/workstation and controllers shall be updated to the latest versions that are available from the manufacturer within 30 days from the date of end of the warranty. These updates shall be installed and checked out before the end of the warranty.

5. Provide updates to web server software, project-specific software, graphic software, database software, and firmware that resolve the contractor-identified software deficiencies at no charge during warranty period. If available, Owner can purchase in-warranty service agreement to receive upgrades for functional enhancements associated with above-mentioned items. Do not install updates or upgrades without Owner's written authorization.

6. Exception: Contractor shall not be required to warrant reused devices except those that have been rebuilt or repaired and factory recertified. Installation labor and materials shall be warranted. Demonstrate operable condition of reused devices at time of Engineer's acceptance.

1.9 OWNERSHIP OF PROPRIETARY MATERIAL

A. Project-specific software and documentation shall become Owner's property. This includes, but is not limited to:

1. Graphics

2. Record drawings

3. Database

4. Application programming code

5. Documentation

1.10 PRODUCTS FURNISHED BY OTHERS AND INTEGRATED WITH BMS:

A. General: The BMS shall be capable of integrating to any third-party equipment using the following standard open protocols:

11. BACnet (IP, SC, ARCnet, or MS/TP)
12. Modbus (RTU or IP)

B. The third-party equipment provider shall provide the details of the proposed interface including PICS for BACnet equipment, hardware and software identifiers for the interface points, network identifiers, wiring requirements, communication speeds, and required network accessories.

C. The third-party equipment provider is responsible for furnishing and installing their interface pre-programmed and configured with the correct parameters to integrate with the BMS. These parameters include, but are not limited to the following:

1. Communication protocol
2. Correct communication protocol baud rate
3. Points required to be viewed through the BMS. This includes ensuring the points are “in service” and visible to the BMS.
4. Addressing of controller/interface. The BMS provider shall furnish the address.

D. The third-party equipment manufacturer shall include a minimum of 16 hours of onsite technical support for integration into the BMS.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use new products the manufacturer is currently manufacturing and selling for use in new installations. Do not use this installation as a product test site unless explicitly approved in writing by Owner. Spare parts shall be available for at least five years after completion of this contract.

2.2 COMMUNICATION

A. Control products, communication media, connectors, repeaters, hubs, and routers shall comprise a BACnet internetwork. Controller and operator interface communication shall conform to ANSI/ASHRAE Standard 135, BACnet.

B. All IP based controllers shall be capable of providing IPv4 and IPv6 protocol standards as defined by the Internet Data Communications Standard.

C. The BMS contractor shall furnish and install all communication media, connectors, repeaters and network switches/routers, and network devices necessary to provide a complete and workable control network for both high speed Ethernet communications network/LAN and serial networks. The control network shall adhere to the owner’s testing, labeling, administration, and documentation requirements established and presented for the site. The dedicated control's network shall be capable of connecting to a separate owner/customer LAN.

D. Each controller shall have a communication port for temporary connection to a laptop computer or other operator interface. Connection shall support memory downloads and other commissioning and troubleshooting operations.

E. Internetwork operator interface and value passing shall be transparent to internetwork architecture.

1. An operator interface connected to a controller shall allow the operator to interface with each internetwork controller as if directly connected. Controller information such as data, status, and control algorithms shall be viewable and editable from each internetwork controller.

2. Inputs, outputs, and control variables used to integrate control strategies across multiple controllers shall be readable by each controller on the internetwork. Program and test all cross-controller links required to execute specified sequences of operations. An authorized operator shall be able to edit cross-controller links by typing a standard object address or by using a point-and-click interface.

F. BACnet Secure Connect (BACnet/SC). BACnet/SC is a datalink option that makes the full use of TLS WebSocket connections as defined by addendum bj to the ANSI/ASHRAE Standard 135.

1. The BMS contractor shall furnish and install a network designed to allow for implementation of BACnet/SC. The network shall be installed with as many devices capable of using BACnet/SC at time of installation.

2. The BMS contractor shall furnish and install all BACnet workstations/servers, routers, and building controllers capable of using BACnet/SC. Any BACnet workstations/servers, routers, or building controllers that do not have BACnet/SC capability at time of installation shall have the ability to provide BACnet/SC capability with a software/firmware update/patch. BACnet/SC capability shall not require the physical replacement of the BACnet workstation/server, router, or building controller hardware.

G. Building Control Panels and Controllers with real-time clocks shall use the BACnet Time Synchronization service. System shall automatically synchronize system clocks daily from an operator-designated device via the internetwork. The system shall automatically adjust for daylight saving and standard time as applicable.

H. System shall be expandable to at least twice the required BACnet objects. No additional licensing/software fees shall be required to add controllers, associated devices, and wiring.

I. System shall support Web services data exchange with any other system that complies with XML (extensible markup language) and SOAP (simple object access protocol) standards. Web services support shall as a minimum be provided at the workstation or web server level and shall enable data to be read from or written to the system.

1. System shall support Web services read data requests by retrieving requested trend data or point values (I/O hardware points, analog value software points, or binary value software points) from any system controller or from the trend history database.

2. System shall support Web services write data request to each analog and binary object that can be edited through the system operator interface by downloading a numeric value to the specified object.

3. For read or write requests, the system shall require username and password authentication and shall support TLS (Transport Layer Security) or equivalent data encryption.

4. System shall support discovery through a Web services connection or shall provide a tool available through the Operator Interface that will reveal the path/identifier needed to allow

a third-party Web services device to read data from or write data to any object in the system which supports this service.

2.3 OPERATOR INTERFACE

A. Operator Interface. The web server shall reside on a high-speed network with the building controllers. Web pages generated by this server shall be compatible with the latest versions of Microsoft Internet Explorer or Edge, Google Chrome, Mozilla Firefox, and Apple Safari browsers. Any of these supported browsers connected to the server shall be able to access all system information. Mobile devices shall be recognized by the web server and shall supply the appropriate system content as needed. The Operator Interface (web server with client devices) shall conform to the BACnet Operator Workstation (B-OWS) or BACnet Advanced Workstation (B-AWS) device profile as specified in ASHRAE/ANSI 135 BACnet Annex L. This includes the ability to configure and/or reconfigure the system from the client device (change programs, graphics, labels, etc.).

B. Communication. Web server and controllers shall communicate using BACnet protocol, including BACnet/SC. Web server and control network backbone shall communicate using ISO 8802-3 (Ethernet) Data Link/Physical layer protocol and BACnet/IP addressing as specified in ANSI/ASHRAE 135, BACnet Annex J. Communication between the web server and client (workstation) shall be HTTP or HTTPS protocol utilizing HTML5 language. Use of Adobe Flash in any part of the communication infrastructure is not acceptable.

C. Hardware.

1. Web server and/or workstation. Industry-standard hardware shall meet or exceed DDC system manufacturer's recommended specifications and shall meet response times specified elsewhere in this document. The web server may also be configured in client/server fashion to accommodate a "workstation" definition. In "workstation" configuration, the workstation will also perform as a server supplying additional clients as needed. The following hardware requirements apply:

a. System storage shall have sufficient memory to accommodate:

1) All required system software.

2) A DDC database to accommodate, as a minimum, twice the size of the delivered system database.

3) One year of archival trend data based on the points specified to be trended at their specified trend intervals.

b. Provide additional hardware (communication ports, video drivers, network interface cards, cabling, etc.) to facilitate all control functions and software requirements specified for the DDC system.

c. Minimum hardware configuration shall include the following:

1) Quad Core Processor

2) 4-24 GB RAM (size dependent on size of system)

3) 500 GB hard disk providing data at 3.0 Gb/sec (size dependent on historical data storage requirements)

4) 16x DVD+/-RW drive

5) Qwerty Keyboard

6) Optical Mouse

7) 24-inch LED Color monitor with 75Hz refresh rate and 1080P resolution to provide a minimum screen resolution of 1920 x 1080 pixels.

8) Serial (USB) and network communication ports, with cables as required for proper DDC system operation.

D. System Software.

1. Operating System. Web server shall have an industry-standard professional-grade operating system. Operating system shall meet or exceed the BMS manufacturer's minimum requirements for their software. Acceptable systems include Microsoft Windows 8.1 or 10, Windows Server 2012 R2 or 2016 or 2019 or 2020, Red Hat Enterprise Linux 8.3, or Ubuntu Desktop 18.04 or 20.04 TLS.

2. Security. The web server application shall support Transport Layer Security (TLS) 1.3 capable of encryption of up to 256-bit elliptical curve for transmitting private information over the Internet using HTTPS. Additionally, the web server shall have SHA-2 certificate support capability.

3. Database. System shall support any JDBC (Java DataBase Connectivity) compliant engine. This includes MS SQL, My SQL, Apache Derby, PostgreSQL, and Oracle.

4. The BMS system shall allow an unlimited number of concurrent users.

5. The BMS manufacturer shall provide all software and tools necessary to provide the following capabilities:

   a. Create and/or edit any programming used in controllers.
   b. Create and/or edit any graphics used in the system.
   c. Software shall not be subscription based and be given to owner at time of turnover. If software is subscription based, manufacturer shall include 10 years of subscription service.
   d. The owner shall have the ability to install software on a minimum of five (5) additional owner furnished computers without additional licenses or fees.

2. System Graphics. The operator interface software shall be graphically based and shall include at least one graphic per piece of equipment or occupied zone, graphics for each chilled water and hot water system, and graphics that summarize conditions on each floor of each building included in this contract. Indicate thermal comfort on floor plan summary graphics using dynamic colors to represent zone temperature relative to zone setpoint.

a. Minimum graphics resolution shall be 1920 x1080 for display of detailed system graphics.

b. Floor Plan Graphics. Floor plan graphics shall be Scalable Vector Graphics (SVG) capable of allowing the floor plan graphic to dynamically size relative to the end user's monitor resolution.

c. Functionality. Graphics shall allow operator to monitor system status, to view a summary of the most important data for each controlled zone or piece of equipment, to use point-and-click navigation between zones or equipment, and to edit setpoints and other specified parameters.

d. Animation. Graphics shall be able to animate by displaying different image files for changed object status.

e. Alarm Indication. Indicate areas or equipment in an alarm condition using color or other visual indicator.

f. Format. Graphics shall be saved in an industry-standard format such as BMP, JPEG, PNG, GIF, or SVG. Web-based system graphics shall be viewable on browsers compatible with World Wide Web Consortium browser standards. Web graphic format shall require no plug-in) or shall only require widely available no-cost plug-ins (such as Active-X or Adobe Flash).

6. Custom Graphics. Custom graphic files shall be created with the use of a graphics generation package furnished with the system. The graphics generation package shall be a graphically based system to create and modify graphics that are saved in the same formats as are used for system graphics.

7. Graphics Library. Furnish a complete library of standard HVAC equipment graphics such as chillers, boilers, air handlers, terminals, fan coils, and unit ventilators. This library also shall include standard symbols for other equipment including fans, pumps, coils, valves, piping, dampers, and ductwork. The library shall be furnished in a file format compatible with the graphics generation package program.

E. System Applications. System shall provide the following functionality to authorized operators as an integral part of the operator interface or as stand-alone software programs. If furnished as part of the interface, the tool shall be available from each workstation or web browser interface. If furnished as a stand-alone program, software shall be installable on standard PC type personal computer with no limit on the number of copies that can be installed under the system license.

1. Automatic System Database Configuration. Each workstation or web server shall store on its hard disk a copy of the current system database, including controller firmware and software. Stored database shall be automatically updated with each system configuration or controller firmware or software change.

2. Manual Controller Memory Download. Operators shall be able to download memory from the system database to each controller.

3. System Configuration. The workstation software shall provide a method of configuring the system. This shall allow for future system changes or additions by users under proper password.

4. On-Line Help. Provide a context-sensitive, on-line help system to assist the operator in operating and editing the system. On-line help shall be available for all applications and shall provide the relevant data for that particular screen. Additional help information shall be available through the use of hypertext.

5. Video Training. Provide on-line video support to supplement on-line help assistance. Video content shall be relevant and support existing system documentation.

6. Security. Each operator shall be required to log on to the system with a username and password in order to view, edit, add, or delete data.

    a. Operator Access. The username and password combination shall define accessible viewing, editing, adding, and deleting privileges for that operator. Users with system administrator rights shall be able to create new users and edit the privileges of all existing users. System Administrators shall also be able to vary and deny each operator's privileges based on the geographic location, such as the ability to edit operating parameters in Building A, to view but not edit parameters in Building B, and to not even see equipment in Building C.

    b. Password Policy Rules. System administrator shall invoke policies for minimum password strength, including number of characters, special characters and numbers, upper and lower case, etc.

    c. Automatic Log Out. Automatically log out each operator if no keyboard or mouse activity is detected. This auto logoff time shall be user adjustable.

    d. Encrypted Security Data. Store system security data including operator passwords in an encrypted format. System shall not display operator passwords.

7. System Diagnostics. The system shall automatically monitor the operation of all building management panels and controllers. The failure of any device shall be annunciated to the operator.

8. Alarm Processing. System input and status objects shall be configurable to alarm on departing from and on returning to normal state. Operator shall be able to enable or disable each alarm and to configure alarm limits, alarm limit differentials, alarm states, and alarm reactions for each system object. Configure and enable alarm points as required by sequences of operation. Alarms shall be BACnet alarm objects and shall use BACnet alarm services. BMS system shall be capable of assigning alarm sources to categories such as HVAC Critical, or HVAC General. The BMS shall include at a minimum HVAC and FDD categories. BMS system shall allow user to create custom alarm categories.

9. Alarm Messages. Alarm messages shall use the English language descriptor for the object in alarm in such a way that the operator will be able to recognize the source, location, and nature of the alarm without relying on acronyms or mnemonics.

10. Alarm Reactions. Operator shall be able to configure (by object) what, if any actions are to be taken during an alarm. As a minimum, the workstation or web server shall be able to log, print, start programs, display messages, send e-mail, send SMS text, and audibly annunciate.

11. Alarm and Event log. Operators shall be able to view all system alarms and changes of state from any location in the system. Events shall be listed chronologically. An operator with the proper security level may acknowledge and delete alarms and archive closed alarms to the workstation or web server hard.

12. Trend Logs. The operator shall be able to configure trend sample or change of value (COV) interval, start time, and stop time for each system data object and shall be able to retrieve data for use in spreadsheets and standard database programs. Controller shall sample and store trend data and shall be able to archive data to the hard disk. Configure trends as required by the sequences of operations. Trends shall be BACnet trend objects. As a minimum, all physical points in the system shall be trended within the local controller (AAC, ASC, BC) for at least 277 samples per point. Selected points, as desired, shall be available for historical archiving within the server. The historical archiving capability cannot be less than 2 years.

13. Object and Property Status and Control. Provide a method for the operator to view, and edit if applicable, the status of any object or property in the system. The status shall be available by menu, on graphics, or through custom programs.

14. Reports and Logs. Operator shall be able to select, to modify, to create, and to print reports and logs. Operator shall be able to store report data in a format accessible by standard spreadsheet and word processing programs.

15. Audit and Security Detail. All users accessing the system shall have their actions recorded. Information recorded shall include:

    a. login/logout time and date
    b. system modifications – with before and after values
    c. ability to report user activity based on individual and/or date and time.

16. Standard Reports. Furnish the following standard system reports:

    a. Objects. System objects and current values filtered by object type, by status (in alarm, locked, normal), by equipment, by geographic location, or by combination of filter criteria.

    b. Alarm Summary. Current alarms and closed alarms. System shall retain closed alarms for an adjustable period.

    c. Logs. System shall log the following to a database or text file and shall retain data for an adjustable period:

        1) Alarm History.

        2) Trend Data. Operator shall be able to select trends to be logged.

17. Custom Reports. Operator shall be able to create custom reports that retrieve data, including archived trend data, from the system, that analyze data using common algebraic calculations, and that present results in tabular or graphical format. Reports shall be launched from the operator interface. Operator shall be able to schedule reports to automatically run and be emailed to recipients on a recurring basis from the BMS system.

18. Logic Page. System shall allow operator to view all application software in real time for all controllers furnished and installed by BMS manufacturer.

19. Environmental Index. System shall monitor all occupied zones and compile an index that provides a numerical indication of the environmental comfort within the zone. As a minimum, this indication shall be based upon the deviation of the zone temperature from the heating or cooling setpoint. If humidity is being measured within the zone, then the environmental index shall be adjusted to reflect a lower comfort level for high or low humidity levels. Similarly, if carbon dioxide levels are being measured as an indication of ventilation effectiveness, then the environmental index shall be adjusted to indicate degraded comfort at high carbon dioxide levels. Other adjustments may be made to the environmental index based upon additional measurements. The system shall maintain a trend of the environmental index for each zone in the trend log. The system shall also compute an average comfort index for every building included in this contract and maintain trend logs of these building environmental indices. Similarly, the system shall compute the percentage of occupied time that comfortable conditions were maintained within the zones. Through the UI the user shall be able to add a weighting factor to adjust the contribution of each zone to the average index based upon the floor area of the zone, importance of the zone, or other static criteria.

20. Indoor Environmental Quality Index (IEQ)
    a. System shall monitor up to ten building conditions and compile an index that provides a numerical indication of the overall building environmental quality and health. A graphical dashboard indicating each measured building condition name, a description of each measured building condition, the current value of each measured building condition, and the overall building IEQ value. In addition, an historical trend graph of the IEQ Index and/or individual health components shall also be displayed The IEQ numerical value indication shall be 0-100 with 0 being the worst and 100 the best. The IEQ shall be calculated using an algorithm that aggregates all of the selected building conditions and allows the user to define the acceptable ranges for each monitored building condition. In addition, the user shall have the ability assign a weighting/importance factor to each building condition that determines the impact the monitored building condition has on the overall IEQ index calculation. The IEQ value graphical representation shall have the ability to display one of a minimum of four (4) colors based on the IEQ value and the user adjustable range for each color. The default IEQ ranges and colors shall be as follows:
        1) Less than 85 = Red
        2) 85 to 89.9 = Orange
        3) 90 to 94.9 = Yellow
        4) 95 to 100 = Green

b. The system shall allow the user to select from one of the following ten building conditions:
   1) Temperature, average area
   2) Humidity, average area
   3) Carbon Dioxide, average area
   4) Volatile Organic Compounds, average area
   5) % Dirty Filters, % dirty filter switches
   6) % Occupied, of expected occupants
   7) Air Purifiers, Total counted purifiers
   8) % OA of Design, % Total OA cfm of buildings design.
   9) CFM per Person, Average outside air flow per occupant
   10) % Time Above minimum, % of time outside air dampers are above the minimum when occupied (average of all).

21. Time Lapse Graphic Replay. Operator shall be able to "replay" any graphic in the system to see how key values changed over an operator-selected period of time. Operator shall be able to select the starting date/time for this display and the end date/time or the display period. System shall then display the graphic as it would have looked at the beginning of that period, displaying key data, dynamic colors, etc. based upon values recorded at the start time. When the operator starts the replay the graphics and key values shall dynamically change to produce the effect of "fast forwarding" through the designated period of time. Once the system has been operational for at least 30 days, the contractor shall demonstrate that up to 24 hours of data from within the last 30 days can be replayed on any graphic page. Owner's representative shall choose the graphic pages for this demonstration at the time of the demonstration.

22. Semantic Tagging. The BMS system shall include a semantic tagging engine that uses the Project Haystack library of descriptive tagging for building equipment and systems used in the BMS. The Project Haystack naming tags used by the BMS shall be a library that includes a comprehensive list of standard tag names to address common equipment, building systems, and device types. The library tag of names shall include at a minimum the tag names listed in ASHRAE Standard 223P.

23. Network Health Monitoring.
   a. The BAS shall allow for monitoring of the network system health through the use of a remote cloud-based analytics platform. The BAS vendor shall provide to the owner a baseline report of the building network health at project completion and then once again at the end of the warranty period. The health monitoring application provides insights into the health of the BAS system for system maintenance and usage. This application will provide at a minimum the following information for the BAS network:
      1) BAS Server
         a) Online status/availability
         b) CPU and memory usage
         c) JAVA Container Health: Memory usage patterns and allocation to overall server resources
      2) BACnet Controllers
         a) Memory usage: Controller flash and database utilization
         b) Critical errors: Controller and watchdog errors

c) Network communications health: Transmit and receive patterns and identification of controllers that may be causing errors

3) Network System Inventory
   a) BAS Server software version
   b) Controller driver versions
   c) Controller upgrade requirements

b. At the completion of the warranty period, the owner shall have the option of continuing the remote network health monitoring service as part of an ongoing service contract negotiated with the BAS provider for an additional fee.

24. Weather Data. The BMS system shall retrieve current weather conditions from a data source such as AccuWeather. This weather information shall be displayed on a graphic page and be capable for use in control logic.

F. Workstation Application Editors. Each PC or browser workstation shall support editing of all system applications. The applications shall be downloaded and executed at one or more of the controllers panels

1. Controller. Provide a full-screen editor for each type of application that shall allow the operator to view and change the configuration, name, control parameters, and set points for all controllers.

2. Scheduling. An editor for the scheduling application shall be provided at each workstation. Provide a method of selecting the desired schedule and schedule type. Exception schedules and holidays shall be shown clearly on the calendar. The start and stop times for each object shall be adjustable from this interface.

3. Custom Application Programming. Provide the tools to create, edit, debug, and download custom programs. System shall be fully operable while custom programs are edited, compiled, and downloaded. Programming language shall have the following features:

   a. Language. Language shall be graphically based and shall use function blocks arranged in a logic diagram that clearly shows control logic flow. Function blocks shall directly provide functions listed below, and operators shall be able to create custom or compound function blocks.

   b. Programming Environment. Tool shall provide a full-screen, cursor-and-mouse-driven programming environment that incorporates word processing features such as cut and paste. Operators shall be able to insert, add, modify, and delete custom programming code, and to copy blocks of code to a file library for reuse in other control programs.

   c. Independent Program Modules. Operator shall be able to develop independently executing program modules that can disable, enable and exchange data with other program modules.

   d. Debugging and Simulation. Operator shall be able to step through the program observing intermediate values and results. Operator shall be able to adjust input variables to simulate actual operating conditions. Operator shall be able to adjust

each step's time increment to observe operation of delays, integrators, and other time-sensitive control logic. Debugger shall provide error messages for syntax and for execution errors.

e. Conditional Statements. Operator shall be able to program conditional logic using compound Boolean (AND, OR, and NOT) and relational (EQUAL, LESS THAN, GREATER THAN, NOT EQUAL) comparisons.

f. Mathematical Functions. Language shall support floating-point addition, subtraction, multiplication, division, and square root operations, as well as absolute value calculation and programmatic selection of minimum and maximum values from a list of values.

g. Variables. Operator shall be able to use variable values in program conditional statements and mathematical functions.

1) Time Variables. Operator shall be able to use predefined variables to represent time of day, day of the week, month of the year, and date. Other predefined variables or simple control logic shall provide elapsed time in seconds, minutes, hours, and days. Operator shall be able to start, stop, and reset elapsed time variables using the program language.

2) System Variables. Operator shall be able to use predefined variables to represent status and results of Controller Software and shall be able to enable, disable, and change setpoints of Controller Software as described in Controller Software section.

2.4 CONTROLLER SOFTWARE

A. All controller software applications shall reside and operate in the system controllers.

B. All application software in controllers furnished by BMS manufacturer shall be editable through operator workstation, web browser interface, or workstation.

C. Each controller furnished by BMS manufacturer shall have all of its local on board software applications backed up and saved to the BMS web server. In the event of a controller failure, the BMS server shall download backed up software applications to replacement controller. Controllers furnished by others and integrated into the BMS are not required to be backed up to BMS server.

D. Furnish the following applications for building and energy management:

1. System Security.
2. Scheduling. Provide the capability to execute control functions according to a user created or edited schedule. Each schedule shall provide the following schedule options as a minimum:
3. Weekly Schedule. Provide separate schedules for each day of the week. Each schedule shall be able to include up to 5 occupied periods (5 start-stop pairs or 10 events).
4. Exception Schedules. Provide the ability for the operator to designate any day of the year as an exception schedule. Exception schedules may be defined up to a year in advance.

Once an exception schedule has executed, the system shall discard and replace the exception schedule with the standard schedule for that day of the week.

5. Holiday Schedules. Provide the capability for the operator to define up to 24 special or holiday schedules These schedules will be repeated each year. The operator shall be able to define the length of each holiday period. System Coordination. Operator shall be able to group related equipment based on function and location and to use these groups for scheduling and other applications.
6. Binary Alarms. Each binary object shall have the capability to be configured to alarm based on the operator-specified state. Provide the capability to automatically and manually disable alarming.
7. Analog Alarms. Each analog object shall have both high and low alarm limits. The operator shall be able to enable or disable these alarms.
8. Alarm Reporting. The operator shall be able to determine the action to be taken in the event of an alarm. An alarm shall be able to start programs, print, be logged in the event log, generate custom messages, and display on graphics.
9. Remote Communication. System shall automatically contact operator workstation or server on receipt of critical alarms. If no network connection is available, system shall use a modem connection.
10. Demand Limiting.
    a. The demand-limiting program shall monitor building power consumption from a building power meter (provided by others) which generates pulse signals or a BACnet communications interface. An acceptable alternative is for the system to monitor a watt transducer or current transformer attached to the building feeder lines.
    b. When power consumption exceeds adjustable levels, system shall automatically adjust setpoints, de-energize low-priority equipment, and take other programmatic actions to reduce demand as specified in sequences of operation. When demand drops below adjustable levels, system shall restore loads as specified.
11. Maintenance Management. The system shall be capable of generating maintenance alarms when equipment exceeds adjustable runtime, equipment starts, or performance limits. Configure and enable maintenance alarms as specified in sequences of operations.
12. Sequencing. Application software shall sequence each piece of equipment as required by the specified sequences of operations.
13. PID Control. System shall provide direct- and reverse-acting PID (proportional-integral-derivative) algorithms. Each algorithm shall have anti-windup and selectable controlled variable, setpoint, and PID gains. Each algorithm shall calculate a time-varying analog value that can be used to position an output or to stage a series of outputs. The calculation interval, PID gains, and other tuning parameters shall be adjustable by a user with the correct security level.
14. Staggered Start. System shall stagger controlled equipment restart after power outage. Operator shall be able to adjust equipment restart order and time delay between equipment restarts.
15. Energy Calculations.
    a. The system shall accumulate and convert instantaneous power (kW) or flow rates (gpm) to energy usage data.
    b. The system shall calculate a sliding-window average (rolling average). Operator shall be able to adjust window interval to 15 minutes, 30 minutes, or 60 minutes.
16. Anti-Short Cycling. All binary output objects shall be protected from short cycling by means of adjustable minimum on-time and off-time settings.

17. On and Off Control with Differential. Provide an algorithm that allows a binary output to be cycled based on a controlled variable and a setpoint. The algorithm shall be direct-acting or reverse-acting.
18. Runtime Totalization. Provide software to totalize runtime for each binary input and output. Operator shall be able to enable runtime alarm based on exceeded adjustable runtime limit. Configure and enable runtime totalization and alarms as required by Sequence of Operations.
19. Fault Detection and Diagnostics (FDD). The system shall follow NIST and ASHRAE standards for enhanced monitoring and alarming. The FDD shall reside in the controller and be integral to the programming. Overlay software for primary FDD reporting is not acceptable. FDD capabilities shall include diagnostics for: Simultaneous Heating and Cooling; Continuous Operation; Fraction of Outdoor Air; Analog Output Cycling; Discrete Output Cycling; Sensor Failures; and Run Requests Analytics. These FDD alarms must be fully programmed, configured and active within the system. It is not acceptable for the system to have simply have the capability for FDD alarming, the alarming must be fully functional. The alarms shall be categorized and displayed on the BMS system. The FDD alarms shall categorized into one of the following four categories:
    a. FDD Comfort
    b. FDD Critical
    c. FDD Energy
    d. FDD Maintenance

2.5 CONTROLLERS

A. General. Provide an adequate number of Building Controllers (BC), Advanced Application Controllers (AAC), Application Specific Controllers (ASC), Smart Actuators (SA), and Smart Sensors (SS) as required to achieve performance as specified by system performance. Every device in the system which executes control logic and directly controls HVAC equipment must conform to a standard BACnet Device profile as specified in ANSI/ASHRAE 135, BACnet Annex L. Unless otherwise specified, hardwired actuators and sensors may be used in lieu of communicating actuators, communicating sensors, BACnet Smart Actuators, and BACnet Smart Sensors

B. BACnet.

1. Building Controllers (BCs): Each BC shall conform to BACnet Building Controller (B-BC) device profile as specified in ANSI/ASHRAE 135, BACnet Annex L, and shall be listed as a certified B-BC in the BACnet Testing Laboratories (BTL) Product Listing.

2. Advanced Application Controllers (AACs): Each AAC shall conform to BACnet Advanced Application Controller (B-AAC) device profile as specified in ANSI/ASHRAE 135, BACnet Annex L and shall be listed as a certified B-AAC in the BACnet Testing Laboratories (BTL) Product Listing.

3. Smart Actuators (SAs): An actuator which is controlled by a network connection rather than a binary or analog signal (0-10v, 4-20mA, relay, etc.). Each SA shall conform to BACnet Smart Actuator (B-SA) device profile as specified in ANSI/ASHRAE 135, BACnet Annex L and shall be listed as a certified B-SA in the BACnet Testing Laboratories (BTL) Product Listing.

4. Smart Sensors (SSs): A sensor which provides information to the BAS via network connection rather than a binary or analog signal (0-10000 ohm, 4-20mA, dry contact, etc.). Each SS shall conform to BACnet Smart Sensor (B-SS) device profile as specified in ANSI/ASHRAE 135, BACnet Annex L and shall be listed as a certified B-SS in the BACnet Testing Laboratories (BTL) Product Listing.

5. BACnet Communication.

   a. Each controller residing on the ethernet data link shall capable of providing BACnet/SC capability as described in the above Communication Section.

   b. Building Controllers (BC). Each BC shall connect to a network using ISO 8802-3 (Ethernet) Data Link/Physical layer protocol using BACnet/IP or BACnet/SC. BACnet routing shall be performed by BCs or other BACnet device routers as necessary to connect BCs to networks of AACs and ASCs.

   c. Each AAC shall connect to a network using ISO 8802-3 (Ethernet) Data Link/Physical layer protocol using BACnet/IP or BACnet/SC.

   d. Each ASC shall reside on a BACnet network using the ARCNET or MS/TP Data Link/Physical layer protocol.

   e. Each SA shall reside on a BACnet network using the ARCNET or MS/TP Data Link/Physical layer protocol.

   f. Each SS shall reside on a BACnet network using ISO 8802-3 (Ethernet) Data Link/Physical layer protocol with BACnet/IP addressing, or it shall reside on a BACnet network using ARCNET or MS/TP Data Link/Physical layer protocol.

C. Security.

1. Provide BACnet firewall capability, as defined in the BACnet standard.

D. Building Controllers (BC)

1. Communication
   a. Network Connection. Controller shall support a single point ethernet connection.
   b. Ethernet Port. Provide one (1) Gig-E port capable of full duplex communication up to 1000 Mbps
   c. Service Port. Provide one (1) ethernet port for connection to a Portable Operator's Terminal.
   d. Serial Port. Provide two (2) serial ports for communication to serial BACnet or serial Modbus networks.
   e. Signal Management. BC shall have the ability to manage input and output communication signals to allow distributed controllers to share real and virtual object information and to allow for central monitoring and alarms.
   f. Data Sharing. Each BC and AAC shall share data as required with each networked BC and AAC.
   g. Stand-Alone Operation. Each piece of equipment shall be controlled by a single controller to provide stand-alone control in the event of communication failure. All

I/O points specified for a piece of equipment shall be integral to its controller. Provide stable and reliable stand-alone control using default values or other method for values normally read over the network such as outdoor air conditions, supply air or water temperature coming from source equipment, etc.

2. Environment. Controller hardware shall be suitable for anticipated ambient conditions.
   a. Controllers used outdoors or in wet ambient conditions shall be mounted in waterproof enclosures and shall be rated for operation at 29°C to 60°C (20°F to 140°F).
   b. Controllers used in conditioned space shall be mounted in dust-protective enclosures and shall be rated for operation at 0°C to 50°C (32°F to 120°F).
3. Serviceability. Provide diagnostic LEDs for power, communication, and processor. All wiring connections shall be made to a field-removable modular terminal strip or to a termination card connected by a ribbon cable. Each BC and AAC shall continually check its processor and memory circuit status and shall generate an alarm on abnormal operation. System shall continuously check controller network and generate alarm for each controller that fails to respond.
4. Real-time Clock. Controller shall have a real-time clock to keep track of time in the event of a power failure for up to three (3) days.
5. Memory
   a. Controller memory shall support operating system, database, and programming requirements.
   b. Each BC shall use nonvolatile memory and shall retain BIOS and application programming in the event of power loss. System shall automatically download dynamic control parameters following power loss.
   c. Each BC shall have 16 GBs eMMC flash memory and 256 MB DDR3 DRAM.

E. Advanced Application Controllers (AAC)

1. Communication
   a. Network Connection. Controller shall support a single point ethernet connection or a daisy-chained ethernet connection using the Spanning Tree Protocol (STP).
   b. Ethernet Port. Provide two (2) 10/100 Base T ethernet ports with ethernet switching capability.
   c. Service Port. Provide one (1) USB port for connection to a Portable Operator's Terminal or a display.
   d. Stand-Alone Operation. Each piece of equipment shall be controlled by a single controller to provide stand-alone control in the event of communication failure. All I/O points specified for a piece of equipment shall be integral to its controller. Provide stable and reliable stand-alone control using default values or other method for values normally read over the network such as outdoor air conditions, supply air or water temperature coming from source equipment, etc.
2. Environment. Controller hardware shall be suitable for anticipated ambient conditions.
   a. Controllers used outdoors or in wet ambient conditions shall be mounted in waterproof enclosures and shall be rated for operation at 29°C to 60°C (20°F to 140°F).
   b. Controllers used in conditioned space shall be mounted in dust-protective enclosures and shall be rated for operation at 0°C to 50°C (32°F to 120°F).

3. Serviceability. Provide diagnostic LEDs for power, communication, and processor. All wiring connections shall be made to a field-removable modular terminal strip or to a termination card connected by a ribbon cable. Each AAC shall continually check its processor and memory circuit status and shall generate an alarm on abnormal operation. System shall continuously check controller network and generate alarm for each controller that fails to respond.
4. Real-time Clock. Controller shall have a real-time clock to keep track of time in the event of a power failure for up to three (3) days.
5. Memory
    a. Controller memory shall support operating system, database, and programming requirements.
    b. Each AAC shall use nonvolatile memory and shall retain BIOS and application programming in the event of power loss. System shall automatically download dynamic control parameters following power loss.
    c. Each AAC shall have 4 GBs eMMC flash memory and 256 MB DDR3 DRAM.

F. Immunity to Power and Noise. Controllers shall be able to operate at 90% to 110% of nominal voltage rating and shall perform an orderly shutdown below 80% nominal voltage.

G. Transformer. Power supply shall be fused or current limiting and shall be rated at a minimum of 125% of controller power consumption.

2.6 INPUT AND OUTPUT INTERFACE

A. General. Hard-wire input and output points to BCs, AACs, or ASCs.

B. Protection. All input points and output points shall be protected such that shorting of the point to itself, to another point, or to ground shall cause no damage to the controller. All input and output points shall be protected from voltage up to 24 V of any duration, such that contact with this voltage will cause no controller damage.

C. Binary Inputs. Binary inputs shall allow the monitoring of ON/OFF signals from remote devices. Binary inputs shall sense dry contact closure without application of power external to the controller.

D. Pulse Accumulation Inputs. Pulse accumulation inputs shall conform to binary input requirements and shall also accumulate up to 10 pulses per second.

E. Analog Inputs. Analog inputs shall monitor low-voltage (0–10 Vdc), current (4–20 mA), or resistance (thermistor or RTD) signals. Analog inputs shall be compatible with and field configurable to commonly available sensing devices.

F. Binary Outputs. Binary outputs shall provide for ON/OFF operation or a pulsed low-voltage signal for pulse width modulation control. Binary outputs on Building Controllers have three-position (on-off-auto) override switches and status lights. Outputs shall be selectable for normally open or normally closed operation.

G. Analog Outputs. Analog outputs shall provide a modulating signal for the control of end devices. Outputs shall provide either a 0–10 Vdc or a 4–20 mA signal as required to properly control output devices. Each Building Controller analog output shall have a two-position (auto-manual)

switch, a manually adjustable potentiometer, and status lights. Analog outputs shall not drift more than 0.4% of range annually.

H. Tri-State Outputs. Control three-point floating electronic actuators without feedback with tri-state outputs (two coordinated binary outputs). Tri-State outputs may be used to provide analog output control in zone control and terminal unit control applications such as VAV terminal units, duct-mounted heating coils, and zone dampers.

I. Universal Inputs and Outputs. Inputs and outputs that can be designated as either binary or analog in software shall conform to the provisions of this section that are appropriate for their designated use.

J. Operator Displays. Provide a 4", 7", or 10" operator display as noted on noted on drawings for each controller. Operator displays shall be as follows:

1. Physical Display. The display shall be a fully customizable capacitive multi-touch color display unit with the following minimum capabilities:

	4" Display	**7" Display**	**10" Display**
Display Size(diagonal)	4"	7"	10.1"
Resolution (pixels)	480 x 272	1024 x 600	1280 x 800
Brightness (cd/m2)	400	320	350
Contrast Ratio	1000:1	1000:1	800:1

2. Power. Display shall be powered by 24Vdc power.
3. Maximum Colors: The display shall provide 8-bit capability for 16.7 million colors
4. Touch Screen: The screen shall be a capacitive multi-touch screen using Projected Capacitive Touch (PCAP) technology.
5. Environmental: The display shall operate in conditions of -4° to 140°F with a front IP65 water and dustproof rating and a rear IP20 water and dustproof rating.
6. Communication: The following communication ports shall be provided:
   a. Ethernet LAN port
   b. Serial Port
   c. USB Port
   d. USB OTG Port
7. System/Memory: The display shall use the Android operating system and shall have a dual core processor, 1GB LPDDR3 RAM system memory, 8GB on-board eMMC flash memory, 365-day real time clock/calendar with time and date maintained for a minimum of 72 hours after loss of power (at room temperature).
8. User Interface: Display shall provide the following user interface capabilities:
   a. Multi-level password protection for security
   b. Access virtually any point in the controller
   c. View trends
   d. View and edit BACnet time schedules.
   e. Change setpoints

K. Communicating Actuators. Controller shall be capable of using hardwired actuators or an option of using communicating actuators connected to a dedicated actuator network port. The communicating actuator network shall be capable of the following:

1. The controller shall be able to communicate the actuator position command through the actuator network.
2. The actuator shall be to provide the actuator feedback position to the controller through the actuator network.

L. Communicating Sensors. Controller shall be capable of using hardwired sensors or an option of using communicating sensors connected to a dedicated sensor network port. The dedicated sensor network shall be capable of monitoring the following communicating sensors:

1. Temperature
2. Humidity
3. CO2
4. VOC
5. Occupancy
6. Motion

2.7 POWER SUPPLIES AND LINE FILTERING

A. Power Supplies. Control transformers shall be UL listed. Furnish Class 2 current-limiting type or furnish over-current protection in primary and secondary circuits for Class 2 service in accordance with NEC requirements. Limit connected loads to 80% of rated capacity.

1. DC power supply output shall match output current and voltage requirements. Unit shall be full-wave rectifier type with output ripple of 5.0 mV maximum peak-to-peak. Regulation shall be 1.0% line and load combined, with 100-microsecond response time for 50% load changes. Unit shall have built-in over-voltage and over-current protection and shall be able to withstand 150% current overload for at least three seconds without trip-out or failure.

    a. Unit shall operate between 0°C and 50°C (32°F and 120°F). EM/RF shall meet FCC Class B and VDE 0871 for Class B and MILSTD 810C for shock and vibration.

    b. Line voltage units shall be UL recognized and CSA listed.

B. Power Line Filtering.

1. Provide internal or external transient voltage and surge suppression for workstations and controllers. Surge protection shall have:

    a. Dielectric strength of 1000 V minimum

    b. Response time of 10 nanoseconds or less

    c. Transverse mode noise attenuation of 65 dB or greater

d. Common mode noise attenuation of 150 dB or greater at 40–100 Hz

2.8 LOCAL CONTROL PANELS.

A. All indoor control cabinets shall be fully enclosed NEMA 1 construction with (hinged door) key-lock latch and removable subpanels. A single key shall be common to all field panels and subpanels.

B. Interconnections between internal and face-mounted devices shall be prewired with color-coded stranded conductors neatly installed in plastic troughs and/or tie-wrapped. Terminals for field connections shall be UL listed for 600 volt service, individually identified per control/ interlock drawings, with adequate clearance for field wiring. Control terminations for field connection shall be individually identified per control drawings.

C. Provide ON/OFF power switch with overcurrent protection for control power sources to each local panel.

2.9 WIRING AND RACEWAYS

A. General. Provide copper wiring, plenum cable, and raceways as specified in applicable sections of Division 26.

B. Insulated wire shall use copper conductors and shall be UL listed for 90°C (200°F) minimum service.

PART 3 - EXECUTION

3.1 EXAMINATION

A. The project plans shall be thoroughly examined for control device and equipment locations. Any discrepancies, conflicts, or omissions shall be reported to the architect/engineer for resolution before rough-in work is started.

B. The contractor shall inspect the site to verify that equipment may be installed as shown. Any discrepancies, conflicts, or omissions shall be reported to the engineer for resolution before rough-in work is started.

C. The contractor shall examine the drawings and specifications for other parts of the work. If head room or space conditions appear inadequate—or if any discrepancies occur between the plans and the contractor’s work and the plans and the work of others—the contractor shall report these discrepancies to the engineer and shall obtain written instructions for any changes necessary to accommodate the contractor’s work with the work of others. Any changes in the work covered by this specification made necessary by the failure or neglect of the contractor to report such discrepancies shall be made by—and at the expense of—this contractor.

3.2 PROTECTION

A. The contractor shall protect all work and material from damage by his/her work or employees and shall be liable for all damage thus caused.

B. The contractor shall be responsible for his/her work and equipment until finally inspected, tested, and accepted. The contractor shall protect any material that is not immediately installed. The contractor shall close all open ends of work with temporary covers or plugs during storage and construction to prevent entry of foreign objects.

3.3 COORDINATION

A. Site.

1. Where the mechanical work will be installed in close proximity to, or will interfere with, work of other trades, the contractor shall assist in working out space conditions to make a satisfactory adjustment. If the contractor installs his/her work before coordinating with other trades, so as to cause any interference with work of other trades, the contractor shall make the necessary changes in his/her work to correct the condition without extra charge.

2. Coordinate and schedule work with other work in the same area and with work dependent upon other work to facilitate mutual progress.

B. Test and Balance.

1. The contractor shall furnish a single set of all tools necessary to interface to the control system for test and balance purposes.

2. The contractor shall provide training in the use of these tools. This training will be planned for a minimum of 4 hours.

3. In addition, the contractor shall provide a qualified technician to assist in the test and balance process, until the first 20 terminal units are balanced.

4. The tools used during the test and balance process will be returned at the completion of the testing and balancing.

C. Life Safety.

1. Duct smoke detectors required for air handler shutdown are provided under Division 28. Interlock smoke detectors to air handlers for shutdown as specified in sequences of operation.

2. Smoke dampers and actuators required for duct smoke isolation are provided under Division 23. Interlock smoke dampers to air handlers as specified in sequences of operation.

3. Fire and smoke dampers and actuators required for fire-rated walls are provided under Division 23. Fire and smoke damper control is provided under Division 28.

D. Coordination with controls specified in other sections or divisions. Other sections and/or divisions of this specification include controls and control devices that are to be part of or interfaced to the control system specified in this section. These controls shall be integrated into the system and coordinated by the contractor as follows:

1. All communication media and equipment shall be provided as specified in Section 23 09 23 Article 2.2 (Communication).

2. Each supplier of a control's product is responsible for the configuration, programming, start up, and testing of that product to meet the sequences of operation described in Section 23 09 93

3. The contractor shall coordinate and resolve any incompatibility issues that arise between control products provided under this section and those provided under other sections or divisions of this specification.

4. The contractor is responsible for providing all controls described in the contract documents regardless of where within the contract documents these controls are described.

5. The contractor is responsible for the interface of control products provided by multiple suppliers regardless of where this interface is described within the contract documents.

3.4 GENERAL WORKMANSHIP

A. Install equipment, piping, and wiring/raceway parallel to building lines (i.e. horizontal, vertical, and parallel to walls) wherever possible.

B. Provide sufficient slack and flexible connections to allow for vibration of piping and equipment.

C. Install equipment in readily accessible locations as defined by Chapter 1 Article 100 Part A of the National Electrical Code (NEC).

D. Verify integrity of all wiring to ensure continuity and freedom from shorts and grounds.

E. All equipment, installation, and wiring shall comply with industry specifications and standards for performance, reliability, and compatibility and be executed in strict adherence to local codes and standard practices.

3.5 FIELD QUALITY CONTROL

A. All work, materials, and equipment shall comply with rules and regulations of applicable local, state, and federal codes and ordinances as identified in Section 23 09 23 Article 1.8 (Codes and Standards).

B. Contractor shall continually monitor the field installation for code compliance and quality of workmanship.

C. Contractor shall have work inspection by local and/or state authorities having jurisdiction over the work.

3.6 WIRING

A. All control and interlock wiring shall comply with national and local electrical codes, and Division 26 of this specification. Where the requirements of this section differ from Division 26, the requirements of this section shall take precedence.

B. All NEC Class 1 (line voltage) wiring shall be UL listed in approved raceway according to NEC and Division 26 requirements.

C. All low-voltage wiring shall meet NEC Class 2 requirements. Low-voltage power circuits shall be subfused when required to meet Class 2 current limit.

D. Where NEC Class 2 (current-limited) wires are in concealed and accessible locations, including ceiling return air plenums, approved cables not in raceway may be used provided that cables are UL listed for the intended application.

E. All wiring in mechanical, electrical, or service rooms – or where subject to mechanical damage – shall be installed in raceway at levels below 3 m (10ft).

F. Do not install Class 2 wiring in raceways containing Class 1 wiring. Boxes and panels containing high-voltage wiring and equipment may not be used for low-voltage wiring except for the purpose of interfacing the two (e.g. relays and transformers).

G. Do not install wiring in raceway containing tubing.

H. Where Class 2 wiring is run exposed, wiring is to be run parallel along a surface or perpendicular to it and neatly tied at 3 m (10 ft) intervals.

I. Where plenum cables are used without raceway, they shall be supported from or anchored to structural members. Cables shall not be supported by or anchored to ductwork, electrical raceways, piping, or ceiling suspension systems.

J. All wire-to-device connections shall be made at a terminal block or terminal strip. All wire-to-wire connections shall be at a terminal block.

K. All wiring within enclosures shall be neatly bundled and anchored to permit access and prevent restriction to devices and terminals.

L. Maximum allowable voltage for control wiring shall be 120 V. If only higher voltages are available, the contractor shall provide step-down transformers.

M. All wiring shall be installed as continuous lengths, with no splices permitted between termination points.

N. Install plenum wiring in sleeves where it passes through walls and floors. Maintain fire rating at all penetrations.

O. Size of raceway and size and type of wire shall be the responsibility of the contractor in keeping with the manufacturer’s recommendations and NEC requirements, except as noted elsewhere.

P. Include one pull string in each raceway 2.5 cm (1 in.) or larger.

Q. Use color-coded conductors throughout with conductors of different colors.

R. Control and status relays are to be located in designated enclosures only. These enclosures include packaged equipment control panel enclosures unless they also contain Class 1 starters.

S. Conceal all raceways except within mechanical, electrical, or service rooms. Install raceway to maintain a minimum clearance of 15 cm (6 in.) from high-temperature equipment (e.g. steam pipes or flues).

T. Secure raceways with raceway clamps fastened to the structure and spaced according to code requirements. Raceways and pull boxes may not be hung on flexible duct strap or tie rods. Raceways may not be run on or attached to ductwork.

U. Adhere to this specification's Division 26 requirements where raceway crosses building expansion joints.

V. Install insulated bushings on all raceway ends and openings to enclosures. Seal top end of vertical raceways.

W. The contractor shall terminate all control and/or interlock wiring and shall maintain updated (as-built) wiring diagrams with terminations identified at the job site.

X. Flexible metal raceways and liquid-tight flexible metal raceways shall not exceed 1 m (3 ft) in length and shall be supported at each end. Flexible metal raceway less than ½ in. electrical trade size shall not be used. In areas exposed to moisture, including chiller and boiler rooms, liquid-tight, flexible metal raceways shall be used.

Y. Raceway must be rigidly installed, adequately supported, properly reamed at both ends, and left clean and free of obstructions. Raceway sections shall be joined with couplings (according to code). Terminations must be made with fittings at boxes and ends not terminating in boxes shall have bushings installed.

3.7 COMMUNICATION WIRING

A. The contractor shall adhere to the items listed in the Wiring" article in Part 3 of the specification.

B. All cabling shall be installed in a neat and workmanlike manner. Follow manufacturer's installation recommendations for all communication cabling.

C. Do not install communication wiring in raceways and enclosures containing Class 1 or other Class 2 wiring.

D. Maximum pulling, tension, and bend radius for the cable installation, as specified by the cable manufacturer, shall not be exceeded during installation.

E. Contractor shall verify the integrity of the entire network following cable installation. Use appropriate test measures for each particular cable.

F. When a cable enters or exits a building, a lightning arrestor must be installed between the lines and ground. The lighting arrestor shall be installed according to manufacturer's instructions.

G. All runs of communication wiring shall be unspliced length when that length is commercially available.

H. All communication wiring shall be labeled to indicate origination and destination data.

I. Grounding of coaxial cable shall be in accordance with NEC regulations article on "Communications Circuits, Cable, and Protector Grounding."

J. BACnet ARCnet or MS/TP communications wiring shall be installed in accordance with ASHRAE/ANSI Standard 135. This includes but is not limited to:

1. ARCnet

a. The network shall use shielded, twisted-pair cable with characteristic impedance between 100 nominals. Distributed capacitance between conductors shall be less than 12.5 pF per foot (41 pF per meter.)

b. The maximum length of an ARCnet segment is 610 meters (2000 ft) with AWG 22 cable.

c. The maximum number of nodes per segment shall be 32, as specified in the EIA 485 standard. Additional nodes may be accommodated by the use of repeaters.

d. An ARCnet network shall have no T connections.

2. MS/TP

a. The network shall use shielded, twisted-pair cable with characteristic impedance between 100 and 120 ohms. Distributed capacitance between conductors shall be less than 100 pF per meter (30 pF per foot.)

b. The maximum length of an MS/TP segment is 1200 meters (4000 ft) with AWG 18 cable. The use of greater distances and/or different wire gauges shall comply with the electrical specifications of EIA-485

c. The maximum number of nodes per segment shall be 32, as specified in the EIA 485 standard. Additional nodes may be accommodated by the use of repeaters.

d. An MS/TP EIA-485 network shall have no T connections.

3.8 FIBER OPTIC CABLE

A. Maximum pulling tensions as specified by the cable manufacturer shall not be exceeded during installation. Post-installation residual cable tension shall be within cable manufacturer's specifications.

B. All cabling and associated components shall be installed in accordance with manufacturers' instructions. Minimum cable and unjacketed fiber bend radii, as specified by cable manufacturer, shall be maintained.

3.9 INSTALLATION OF SENSORS

A. Install sensors in accordance with the manufacturer's recommendations.

B. Mount sensors rigidly and adequately for environment within which the sensor operates.

C. Room temperature sensors shall be installed on concealed junction boxes properly supported by wall framing.

D. All wires attached to sensors shall be sealed in their raceways or in the wall to stop air transmitted from other areas from affecting sensor readings.

E. Sensors used in mixing plenums and hot and cold decks shall be of the averaging type. Averaging sensors shall be installed in a serpentine manner vertically across the duct. Each bend shall be supported with a capillary clip.

F. Low-limit sensors used in mixing plenums shall be installed in a serpentine manner horizontally across duct. Each bend shall be supported with a capillary clip. Provide 3 m (1 ft) of sensing element for each 1 m2 (1 ft2) of coil area.

G. Do not install temperature sensors within the vapor plume of a humidifier. If installing a sensor downstream of a humidifier, install it at least 3 m (10 ft) downstream.

H. All pipe-mounted temperature sensors shall be installed in wells. Install liquid temperature sensors with heat-conducting fluid in thermal wells.

I. Install outdoor air temperature sensors on north wall, complete with sun shield at designated location.

J. Differential Air Static Pressure.

1. Supply Duct Static Pressure. Pipe the high-pressure tap to the duct using a pitot tube. Pipe the low-pressure port to a tee in the high-pressure tap tubing of the corresponding building static pressure sensor (if applicable) or to the location of the duct high-pressure tap and leave open to the plenum.

2. Return Duct Static Pressure. Pipe high-pressure tap to duct using a pitot tube. Pipe the low-pressure port to a tee in the low-pressure tap tubing of the corresponding building static pressure sensor.

3. Building Static Pressure. Pipe the low-pressure port of the pressure sensor to the static pressure port located on the outside of the building through a high-volume accumulator. Pipe the high-pressure port to a location behind a thermostat cover.

4. The piping to the pressure ports on all pressure transducers shall contain a capped test port located adjacent to the transducer.

5. All pressure transducers, other than those controlling VAV boxes, shall be located in field device panels, not on the equipment monitored or on ductwork. Mount transducers in a location accessible for service without use of ladders or special equipment.

6. All air and water differential pressure sensors shall have gauge tees mounted adjacent to the taps. Water gauges shall also have shut-off valves installed before the tee.

K. Smoke detectors, freezestats, high-pressure cut-offs, and other safety switches shall be hard-wired to de-energize equipment as described in the sequence of operation. Switches shall require manual reset. Provide contacts that allow DDC software to monitor safety switch status.

L. Install humidity sensors for duct mounted humidifiers at least 3 m (10 ft) downstream of the humidifier. Do not install filters between the humidifier and the sensor.

3.10 FLOW SWITCH INSTALLATION

A. Use correct paddle for pipe diameter.

B. Adjust flow switch according to manufacturer's instructions.

3.11 ACTUATORS

A. General. Mount and link control damper actuators according to manufacturer's instructions.

1. To compress seals when spring-return actuators are used on normally closed dampers, power actuator to approximately 5° open position, manually close the damper, and then tighten the linkage.

2. Check operation of damper/actuator combination to confirm that actuator modulates damper smoothly throughout stroke to both open and closed positions.

3. Provide all mounting hardware and linkages for actuator installation.

B. Electric/ Electronic

1. Dampers: Actuators shall be direct mounted on damper shaft or jackshaft unless shown as a linkage installation. For low-leakage dampers with seals, the actuator shall be mounted with a minimum 5° travel available for tightening the damper seal. Actuators shall be mounted following manufacturer's recommendations.

2. Valves: Actuators shall be connected to valves with adapters approved by the actuator manufacturer. Actuators and adapters shall be mounted following the actuator manufacturer's recommendations.

3.12 WARNING LABELS

A. Permanent warning labels shall be affixed to all equipment that can be automatically started by the control system.

1. Labels shall use white lettering (12-point type or larger) on a red background.

2. Warning labels shall read as follows.

a. C A U T I O N: This equipment is operating under automatic control and may start or stop at any time without warning. Switch disconnect to "Off" position before servicing.

B. Permanent warning labels shall be affixed to all motor starters and control panels that are connected to multiple power sources utilizing separate disconnects.

1. Labels shall use white lettering (12-point type or larger) on a red background.

2. Warning labels shall read as follows.

   a. C A U T I O N: This equipment is fed from more than one power source with separate disconnects. Disconnect all power sources before servicing.

3.13 IDENTIFICATION OF HARDWARE AND WIRING

A. All wiring and cabling, including that within factory-fabricated panels, shall be labeled at each end within 5 cm (2 in.) of termination with control system address or termination number.

B. All pneumatic tubing shall be labeled at each end within 5 cm (2 in.) of termination with a descriptive identifier.

C. Permanently label or code each point of field terminal strips to show the instrument or item served.

D. Identify control panels with minimum 1 cm (½ in.) letters on laminated plastic nameplates.

E. Identify all other control components with permanent labels. All plug-in components shall be labeled such that removal of the component does not remove the label.

F. Identify room sensors related to terminal boxes or valves with nameplates.

G. Manufacturers' nameplates and UL or CSA labels shall be visible and legible after equipment is installed.

H. Identifiers shall match record documents.

3.14 CONTROLLERS

A. Provide a separate controller for each AHU or other HVAC system. A DDC controller may control more than one system provided that all points associated with the system are assigned to the same DDC controller. Points used for control loop reset, such as outside air or space temperature, are exempt from this requirement.

B. Building Controllers and Custom Application Controllers shall be selected to provide the required I/O point capacity required to monitor all of the hardware points listed in sequences of operations.

3.15 PROGRAMMING

A. Provide sufficient internal memory for the specified sequences of operation and trend logging

B. Point Naming. Coordinate with owner for point naming conventions. Name points as shown on the equipment points list provided with each sequence of operation or as directed by owner. If character limitations or space restrictions make it advisable to shorten the name, abbreviations as coordinated with owner may be used. Where multiple points with the same name reside in the same controller, each point name may be customized with its associated Program Object number. For example, "Zone Temp 1" for Zone 1, "Zone Temp 2" for Zone 2.

C. Software Programming.

1. Provide programming for the system and adhere to the sequences of operation provided. All other system programming necessary for the operation of the system, but not specified in this document, also shall be provided by the contractor. Imbed into the control program sufficient comment statements to clearly describe each section of the program. The comment statements shall reflect the language used in the sequences of operation. Use the appropriate technique based on the following programming types:

    a. Text-based:

        1) Must provide actions for all possible situations.

        2) Must be modular and structured.

        3) Must be commented.

    b. Graphic-based:

        1) Must provide actions for all possible situations.

        2) Must be documented.

    c. Parameter-based:

        1) Must provide actions for all possible situations.

        2) Must be documented.

D. Operator Interface.

1. Standard Graphics. Provide graphics for all mechanical systems and floor plans of the building. This includes each chilled water system, hot water system, chiller, boiler, air handler, and all terminal equipment. Point information on the graphic displays shall dynamically update. Show on each graphic all input and output points for the system. Also show relevant calculated points such as setpoints. As a minimum, show on each equipment graphic the input and output points and relevant calculated points as indicated on the applicable Points List or sequence of operations.

2. The contractor shall provide all the labor necessary to install, initialize, start up, and troubleshoot all operator interface software and its functions as described in this section. This includes any operating system software, the operator interface database, and any third-party software installation and integration required for successful operation of the operator interface.

3.16 CONTROL SYSTEM CHECKOUT AND TESTING

A. Startup Testing. All testing listed in this article shall be performed by the contractor and shall make up part of the necessary verification of an operating control system. This testing shall be completed before the owner’s representative is notified of the system demonstration.

1. The contractor shall furnish all labor and test apparatus required to calibrate and prepare for service of all instruments, controls, and accessory equipment furnished under this specification.

2. Verify that all control wiring is properly connected and free of all shorts and ground faults. Verify that terminations are tight.

3. Enable the control systems and verify calibration of all input devices individually. Perform calibration procedures according to manufacturers' recommendations.

4. Verify that all binary output devices (relays, solenoid valves, two-position actuators and control valves, magnetic starters, etc.) operate properly and that the normal positions are correct.

5. Verify that all analog output devices (I/Ps, actuators, etc.) are functional, that start and span are correct, and that direction and normal positions are correct. The contractor shall check all control valves and automatic dampers to ensure proper action and closure. The contractor shall make any necessary adjustments to valve stem and damper blade travel.

6. Verify that the system operation adheres to the sequences of operation. Simulate and observe all modes of operation by overriding and varying inputs and schedules. Tune all DDC loops.

7. Alarms and Interlocks:

    a. Check each alarm separately by including an appropriate signal at a value that will trip the alarm.

    b. Interlocks shall be tripped using field contacts to check the logic, as well as to ensure that the fail-safe condition for all actuators is in the proper direction.

    c. Interlock actions shall be tested by simulating alarm conditions to check the initiating value of the variable and interlock action.

3.17 CONTROL SYSTEM DEMONSTRATION AND ACCEPTANCE

A. Demonstration.

1. Prior to acceptance, the control system shall undergo a series of performance tests to verify operation and compliance with this specification. These tests shall occur after the Contractor has completed the installation, started up the system, and performed his/her own tests.

2. The tests described in this section are to be performed in addition to the tests that the contractor performs as a necessary part of the installation, start-up, and debugging process and as specified in the "Control System Checkout and Testing" article in Part 3 of this specification. The engineer will be present to observe and review these tests. The engineer shall be notified at least 10 days in advance of the start of the testing procedures.

3. The demonstration process shall follow that approved in Part 1, “Submittals.” The approved checklists and forms shall be completed for all systems as part of the demonstration.

4. The contractor shall provide at least two persons equipped with two-way communication and shall demonstrate actual field operation of each control and sensing point for all modes of operation including day, night, occupied, unoccupied, fire/smoke alarm, seasonal changeover, and power failure modes. The purpose is to demonstrate the calibration, response, and action of every point and system. Any test equipment required to prove the proper operation shall be provided by and operated by the contractor.

5. As each control input and output is checked, a log shall be completed showing the date, technician’s initials, and any corrective action taken or needed.

6. Demonstrate compliance with Part 1, “System Performance.”

7. Demonstrate compliance with sequences of operation through all modes of operation.

8. Demonstrate complete operation of operator interface.

9. Additionally, the following items shall be demonstrated:

    a. DDC loop response. The contractor shall supply trend data output in a graphical form showing the step response of each DDC loop. The test shall show the loop’s response to a change in set point, which represents a change of actuator position of at least 25% of its full range. The sampling rate of the trend shall be from 10 seconds to 3 minutes, depending on the speed of the loop. The trend data shall show for each sample the set point, actuator position, and controlled variable values. Any loop that yields unreasonably under-damped or over-damped control shall require further tuning by the Contractor.

    b. Demand limiting. The contractor shall supply a trend data output showing the action of the demand limiting algorithm. The data shall document the action on a minute-by-minute basis over at least a 30-minute period. Included in the trend shall be building kW, demand limiting set point, and the status of sheddable equipment outputs.

    c. Optimum start/stop. The contractor shall supply a trend data output showing the capability of the algorithm. The change-of-value or change-of-state trends shall include the output status of all optimally started and stopped equipment, as well as temperature sensor inputs of affected areas.

    d. Interface to the building fire alarm system.

    e. Operational logs for each system that indicate all set points, operating points, valve positions, mode, and equipment status shall be submitted to the architect/engineer. These logs shall cover three 48-hour periods and have a sample frequency of not more than 10 minutes. The logs shall be provided in both printed and disk formats.

10. Any tests that fail to demonstrate the operation of the system shall be repeated at a later date. The contractor shall be responsible for any necessary repairs or revisions to the hardware or software to successfully complete all tests.

B. Acceptance.

1. All tests described in this specification shall have been performed to the satisfaction of both the engineer and owner prior to the acceptance of the control system as meeting the requirements of completion. Any tests that cannot be performed due to circumstances beyond the control of the contractor may be exempt from the completion requirements if stated as such in writing by the engineer. Such tests shall then be performed as part of the warranty.

2. The system shall not be accepted until all forms and checklists completed as part of the demonstration are submitted and approved as required in Part 1, “Submittals.”

3.18 CLEANING

A. The contractor shall clean up all debris resulting from his/her activities daily. The contractor shall remove all cartons, containers, crates, etc., under his/her control as soon as their contents have been removed. Waste shall be collected and placed in a designated location.

B. At the completion of work in any area, the contractor shall clean all work, equipment, etc., keeping it free from dust, dirt, and debris, etc.

C. At the completion of work, all equipment furnished under this section shall be checked for paint damage, and any factory-finished paint that has been damaged shall be repaired to match the adjacent areas. Any cabinet or enclosure that has been deformed shall be replaced with new material and repainted to match the adjacent areas.

3.19 TRAINING

A. Provide training for a designated staff of Owner’s representatives. Training shall be provided via self-paced training, web-based or computer-based training, classroom training, or a combination of training methods.

B. Training shall enable students to accomplish the following objectives.

1. Day-to-day Operators:

a. Proficiently operate the system

b. Understand control system architecture and configuration.

c. Understand DDC system components.

d. Understand system operation, including DDC system control and optimizing routines (algorithms)

e. Operate the workstation and peripherals.

f. Log on and off the system.

g. Access graphics, point reports, and logs

h. Adjust and change system set points, time schedules, and holiday schedules.

i. Recognize malfunctions of the system by observation of the printed copy and graphical visual signals

j. Understand system drawings and Operation and Maintenance manual.

k. Understand the job layout and location of control components.

l. Access data from DDC controllers and ASCs

m. Operate portable operator's terminals.

2. Advanced Operators:

a. Make and change graphics on the workstation.

b. Create, delete, and modify alarms, including annunciation and routing of these.

c. Create, delete, and modify point trend logs and graph or print these both on an ad-hoc basis and at user-definable time intervals.

d. Create, delete, and modify reports.

e. Add, remove, and modify system's physical points.

f. Create, modify, and delete programming.

g. Add panels when required.

h. Add operator interface stations.

i. Create, delete, and modify system displays, both graphical and others

j. Perform DDC system field checkout procedures.

k. Perform DDC controller unit operation and maintenance procedures.

l. Perform workstation and peripheral operation and maintenance procedures.

m. Perform DDC system diagnostic procedures.

n. Configure hardware including PC boards, switches, communication, and I/O points.

o. Maintain, calibrate, troubleshoot, diagnose, and repair hardware.

p. Adjust, calibrate, and replace system components.

3. System Managers/Administrators:

a. Maintain software and prepare backups.

b. Interface with job-specific, third-party operator software

c. Add new users and understand password security procedures.

C. Organize the training into sessions or modules for the three levels of operators listed above. (Day-to-Day Operators, Advanced Operators, System Managers and Administrators). Students will receive one or more of the training packages, depending on knowledge level required.

D. Provide course outline and materials according to the "Submittals" article in Part 1 of this specification. Provide one copy of training material per student.

E. The instructor(s) shall be factory-trained and experienced in presenting this material.

F. Classroom training shall be done using a network of working controllers' representative of installed hardware.

3.20 SEQUENCES OF OPERATION

A. See Section 23 Sequences of Operation.

3.21 CONTROL VALVE INSTALLATION

A. Valve submittals shall be coordinated for type, quantity, size, and piping configuration to ensure compatibility with pipe design.

B. Slip-stem control valves shall be installed so that the stem position is not more than 60 degrees from the vertical up position. Ball type control valves shall be installed with the stem in the horizontal position.

C. Valves shall be installed in accordance with the manufacturer's recommendations.

D. Control valves shall be installed so that they are accessible and serviceable and so that actuators may be serviced and removed without interference from structure or other pipes and/or equipment.

E. Isolation valves shall be installed so that the control valve body may be serviced without draining the supply/return side piping system. Unions shall be installed at all connections to screw-type control valves.

F. Provide tags for all control valves indicating service and number. Tags shall be brass, 1.5 inch in diameter, with ¼ inch high letters. Securely fasten with chain and hook. Match identification numbers as shown on approved controls shop drawings.

3.22 CONTROL DAMPER INSTALLATION

A. Damper submittals shall be coordinated for type, quantity, and size to ensure compatibility with sheet metal design.

B. Duct openings shall be free of any obstruction or irregularities that might interfere with blade or linkage rotation or actuator mounting. Duct openings shall measure ¼ in. larger than damper dimensions and shall be square, straight, and level.

C. Individual damper sections, as well as entire multiple section assemblies, must be completely square and free from racking, twisting, or bending. Measure diagonally from upper corners to opposite lower corners of each damper section. Both dimensions must be within 0.3 cm (1/8 in.) of each other.

D. Follow the manufacturer's instructions for field installation of control dampers. Unless specifically designed for vertical blade application, dampers must be mounted with blade axis horizontal.

E. Install extended shaft or jackshaft according to manufacturer's instructions. (Typically, a sticker on the damper face shows recommended extended shaft location. Attach shaft on labeled side of damper to that blade.)

F. Damper blades, axles, and linkage must operate without binding. Before system operation, cycle damper after installation to ensure proper operation. On multiple section assemblies, all sections must open and close simultaneously.

G. Provide a visible and accessible indication of damper position on the drive shaft end.

H. Support ductwork in area of damper when required to prevent sagging due to damper weight.

I. After installation of low-leakage dampers with seals, caulk between frame and duct or opening to prevent leakage around perimeter of damper.

3.23 SMOKE DAMPER INSTALLATION

A. The contractor shall coordinate all smoke and smoke/fire damper installation, wiring, and checkout to ensure that these dampers function properly and that they respond to the proper fire alarm system general, zone, and/or detector trips. The contractor shall immediately report any discrepancies to the engineer no less than two weeks prior to inspection by the code authority having jurisdiction.

B. Provide complete submittal data to controls system subcontractor for coordination of duct smoke detector interface to HVAC systems.

3.24 DUCT SMOKE DETECTION

A. Submit data for coordination of duct smoke detector interface to HVAC systems as required in Part 1, "Submittals."

B. This Contractor shall provide a dry-contact alarm output in the same room as the HVAC equipment to be controlled.

3.25 PACKAGED EQUIPMENT CONTROLS

A. General. The electronic controls packaged with any equipment furnished under this contract shall communicate with the building direct digital control (DDC) system. The DDC system shall communicate with these controls to read the information and change the control setpoints as shown in the points list, sequences of operation, and control schematics. The information to be communicated between the DDC system and these controls shall be in the standard object format as defined in ANSI/ASHRAE Standard 135 (BACnet). Controllers shall communicate with other BACnet objects on the internetwork using the Read (Execute) Property service as defined in Clause 15.5 of Standard 135.

B. Distributed Processing. The controller shall be capable of stand-alone operation and shall continue to provide control functions if the network connection is lost.

C. I/O Capacity. The controller shall contain sufficient I/ O capacity to control the target system.

D. The Controller shall have a physical connection for a laptop computer or a portable operator's tool.

E. Environment. The hardware shall be suitable for the anticipated ambient conditions.

1. Controllers used outdoors and/or in wet ambient conditions shall be mounted within waterproof enclosures and shall be rated for operation at -29°C to 60°C (-20°F to 140°F).

2. Controllers used in conditioned space shall be mounted in dust-proof enclosures and shall be rated for operation at 0°C to 50°C (32°F to 120°F).

F. Serviceability. Provide diagnostic LEDs for power, communication, and processor. All wiring connections shall be made to field removable, modular terminal strips or to a termination card connected by a ribbon cable.

G. Memory. The Controller shall maintain all BIOS and programming information in the event of a power loss for at least 30 days.

H. Power. Controller shall be able to operate at 90% to 110% of nominal voltage rating .

I. Transformer. Power supply for the Controller must be rated at minimum of 125% of ASC power consumption and shall be fused or current limiting type.

3.26 START-UP AND CHECKOUT PROCEDURES

A. Start up, check out, and test all hardware and software and verify communication between all components.

1. Verify that all control wiring is properly connected and free of all shorts and ground faults. Verify that terminations are tight.

2. Verify that all analog and binary input/output points read properly.

3. Verify alarms and interlocks.

4. Verify operation of the integrated system.

END OF SECTION 23 0900

SECTION 26 0500
COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General Conditions, Supplementary Conditions, and Division 1 Specification Sections apply to all Sections of Division 26.

B. The requirements listed under General Conditions and Supplementary Conditions and the General Requirements are applicable to this section and all subsequent sections of Division 26 and form a part of the contract.

1.2 SUMMARY

A. This Section includes general administrative and procedural requirements of electrical installations. The following administrative and procedural requirements are included in this Section to expand the requirements specified in Division 1:
   1. Submittals
   2. Coordination Drawings
   3. Record Documents
   4. Maintenance Manuals
   5. Rough-Ins
   6. Electrical Installations
   7. Cutting and Patching

1.3 ELECTRICAL DIVISION INDEX

Section 26 0500	Common Work Results for Electrical
Section 26 0502	Electrical Demolition
Section 26 0519	Low Voltage Electrical Power Conductors and Cables
Section 26 0526	Grounding and Bonding for Electrical Systems
Section 26 0529	Hangers and Supports for Electrical Systems
Section 26 0533	Raceway and Boxes for Electrical Systems
Section 26 0550	Installation Coordination
Section 26 0553	Identification for Electrical Systems
Section 26 0573	Power System Analysis
Section 26 2726	Wiring Devices

1.4 CODES AND PERMITS

A. Perform electrical work in strict accordance with the applicable provisions of the National Electrical Code, Latest Edition; National Electric Safety Code, Latest Edition; the International Building Code, 2015 as adopted and interpreted by the State of State of Texas, City of Houston, and the National Fire Protection Association (NFPA Regulations), current adopted edition. Provide all materials and labor necessary to comply with rules, regulations and ordinances. Where the drawings and/or specifications indicate materials or construction in excess of code requirements, the drawings and/or specifications shall govern. The Contractor shall hold and save the Engineer free and harmless from liability of any nature or kind arising from his failure to comply with codes and ordinances.

B. Secure and pay for all permits necessary for performance of the work. Pay for all utility connections unless otherwise specified herein.

C. The following lists applicable codes and standards that, as a minimum, shall be followed.

Applicable county and state electrical codes, laws and ordinances.

National Electrical Manufacturer's Association Standards

National Electrical Code

National Electrical Safety Code

Underwriters Laboratories, Inc. Standards

American National Standards Institute

American Society for Testing Materials Standards

Standards and requirements of local utility companies

National Fire Protection Association Standards

Institute of Electrical and Electronics Engineers Standards

Insulated Cable Engineers Association

Occupational Safety and Health Act

Uniform Fire Code

Americans with Disabilities Act

Commercial and Industrial Insulation Standards (MICA)

1.5 RECORD DRAWINGS

A. Maintain a complete and accurate set of marked up blue-line prints showing information on the installed location and arrangement of all electrical work, and in particular, where changes were made during construction. Use red color to indicate additions or corrections to prints, green color to indicate deletions, and yellow color to indicate items were installed as shown. Keep record drawings accurate and up to date throughout the construction period. Record drawings may be reviewed and checked by the Engineer during the construction and in conjunction with review and approval of monthly pay requests. Include copies of all addenda, RFI's, bulletins, and change orders neatly taped or attached to record drawing set. Transmit drawings to the Engineer at the conclusion of the project for delivery to the Owner's Representative.

1.6 QUALIFICATIONS

A. All electricians shall be skilled in their respective trade.

1.7 SUBSTITUTIONS

A. Identification of Division 26 equipment, fixtures, and materials listed within this Specification and in the Equipment Schedules on the drawings, which are identified by manufacturer's name, trade name, and/or model numbers are generally not meant to give preference to any manufacturer but are provided to establish the design requirements and standards.

B. Equipment submitted for substitution must fit the space conditions leaving adequate room for maintenance around all equipment. A minimum of 36 inches, or more if required by Code, must be maintained clear in front of all electrical panels, starters, gutters, or other electrical apparatus. Submit drawings showing the layout, size and exact method of interconnection of conduit, wiring and controls, which shall conform to the manufacturer's recommendations and these specifications. The scale of these drawings shall be scale of Contract Drawings. The Contractor shall bear the excess costs, by any and all crafts, of fitting the equipment into the space and the system designated. Where additional labor or material is required to permit equipment submitted for substitution to function in an approved manner, this shall be furnished and installed by the Contractor without additional cost to the Owner.

C. Equipment submitted for substitution shall be approved in writing by the Owner or his representative and shall be accompanied by the following:

1. A sample of each item submitted for substitution shall accompany the submittal.
2. Provide a unit price quotation with each item intended for substitution. Include a unit price for the specified item and a unit price for the intended substitute item. Provide a total (per item) of the differential payback to the Owner should the intended substitute item be approved as equivalent to that which is specified.
3. Reimburse the Owner for the Architect/Engineer's additional services required to review and process substitutions.

D. Substitutions shall be approved in writing by the Owner or his representatives. The determination of the Owner shall be final.

1.8 HAZARDOUS CONDITIONS

A. Protruding metal (bolts, steel angles, etc.) potentially hazardous to maintenance and operation personnel, shall be cut back and/or protected to reduce the risk of injury.

1.9 DEFINITIONS

A. Definitions of terms will be found in the National Electrical Code.

B. Whenever a term is used in this Specification, which is defined in the Code, the definition given will govern its meaning in this Specification.

C. Whenever a technical term is used which does not appear in the Code, the definition to govern its meaning in these Specifications will be found in the Standard Dictionary of Electrical and Electronic Terms, published by the Institute of Electrical and Electronics Engineers, 445 Hoes Lane, Piscataway, New Jersey 08855-1331.

D. "Provide" means furnish, install, connect and test unless otherwise noted.

1.10 SUBMITTALS

A. The Contractor shall submit submittal brochures of equipment, fixtures and materials to be furnished under Division 26.

B. Unauthorized Substitutions: If substitute materials, equipment or systems are installed without prior review or are installed in a manner which is not in conformance with the requirement of this Specification and for which the Contractor has not received a written review, removal of the unauthorized materials and installation of those indicated or specified shall be provided at no change in contract amount.

C. Install equipment in accordance with the manufacturer's recommendations. Provide accessories and components for optimum operation as recommended by the manufacturer.

D. Costs for the preparation, correction, delivery, and return of the submittals shall be borne by the Contractor.

E. Complete data must be furnished showing performance, quality and dimensions. No equipment or materials shall be purchased prior to receiving written notification from the Architect/Engineer that submittals have been reviewed and marked either "NO EXCEPTIONS TAKEN" or "EXCEPTIONS AS NOTED." Submittals returned marked "EXCEPTIONS AS NOTED" do not require resubmittal provided that the Contractor agrees to comply with all exceptions noted in the submittal, and so states in a letter to the Architect/Engineer.

F. Review of Submittals: Submittals will be reviewed with reasonable promptness, but only for conformance with the design concept of the Project and for conformance with the information indicated on the Drawings and stated in the Specifications. Review of a separate item as such will not indicate review of the assembly in which the item functions. Review of submittals shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, nor for errors or omissions in the submittals; or for the accuracy of dimensions and quantities, the adequacy of connections, and the proper and acceptable fitting, execution, functioning and completion of the work. Review shall not relieve the Contractor of responsibility for the equipment fitting within the allotted space shown on the drawings with all clearances required for equipment operation, service and maintenance including a minimum of 3 feet clear in front of all electrical equipment and panels as defined by the National Electrical Code. Any relocation of mechanical and/or electrical equipment, materials and systems required to comply with minimum clearances shall be provided by the Contractor without additional cost under the Contract.

G. Shop Drawings: Unless the following information is included, shop drawings will be returned unchecked:

1. Cover sheet for each submittal, listing equipment, products, and materials, and referencing data and sections in Specifications and drawings. Clearly reference project name and provide space for a review stamp.
2. Cover sheet shall clearly identify deviations from specifications, and justification.
3. Include all related equipment in a single submittal to allow complete review. Similar equipment may be submitted under a common cover sheet.
4. Size, dimensions, and weight of equipment.
5. Equipment performance under specified conditions, not a copy of scheduled data on drawings.

6. Indicate actual equipment proposed, where data sheets indicate more than one (1) device or equipment.

H. Use of substitutions reviewed and checked by the Engineer does not relieve the Contractor from compliance with the Contract Documents. Contractor shall bear all extra expense resulting from the use of any substitutions where substitutions affect adjoining or related work required in this Division or other Divisions of this Specification.

I. If Contractor substitutes equipment for that drawn to scale on the drawings, he shall prepare a 1/4" = 1'-0" installation drawing for each equipment room where a substitution is made, using dimensions of substituted equipment, and including piping, and electrical equipment requirements, to verify that equipment will fit space with adequate clearances for maintenance. This 1/4" = 1'-0" fabrication drawing shall be submitted, for review by the Engineer, with the shop drawing submittals of the substituted. Failure to comply with this requirement will result in the shop drawings being returned unchecked.

J. Submittals and one (1) resubmittal will be reviewed by the Architect/Engineer. If the Contractor fails to provide the required data with his second submittal, he will be charged for the third and subsequent reviews.

K. The Contractor shall submit a digital copy of submittal brochures for review. Brochures shall be submitted within thirty (30) days after contract award.

1.11 MAINTENANCE MANUALS

A. Prepare maintenance manuals in accordance with Division 1, Section "PROJECT CLOSEOUT." In addition to the requirements specified in Division 1, include the following information for equipment items:

1. Description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of replacement parts.
2. Manufacturer’s printed operating procedures to include start-up, break-in, and routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and summer and winter operating instructions.
3. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
4. Servicing instructions and lubrication charts and schedules.

1.12 USE OF CADD FILES

A. Under certain conditions, the Contractor will be permitted the use of the Engineer's CADD files for documentation of as-builts, submittals, or coordination drawings.

B. The Engineer shall be compensated for the time required to format the CADD files for delivery to the Contractor. Such work may include removal of title blocks, professional seals, calculations, proprietary information, etc.

C. The Contractor shall complete the enclosed License, Indemnity and Warranty Agreement, complete with contractor's name, address, and Contractor's Representative signature prior to request for CADD file usage.

1.13 DRAWINGS AND SPECIFICATIONS

A. Electrical drawings are diagrammatic but shall be followed as closely as actual construction and work of the other sections shall permit. Size and location of equipment is drawn to scale wherever possible. Do not scale from electrical drawings.

B. Drawings and specifications are for the assistance and guidance of the Contractor. Exact locations, distances, and levels will be governed by the building. The Contractor shall make use of data in all the Contract Documents to verify information at the building site.

C. In any case where there appears to be a conflict between that which is shown on the electrical drawings, and that shown in any other part of the Contract Documents, the Contractor shall notify and secure directions from the Architect.

D. Drawings and specifications are intended to complement each other. Where a conflict exists between the requirements of the drawings and/or the specifications, request clarification. Do not proceed with work without direction.

E. The Architect shall interpret the drawings and the specifications. The Architect's interpretation as to the true intent and meaning thereof and the quality, quantity, and sufficiency of the materials and workmanship furnished there under shall be accepted as final and conclusive.

F. In the case of conflicts not clarified prior to the bidding deadline, use the costliest alternative (better quality, greater quantity, and larger size) in preparing the bid. A clarification will be issued to the successful bidder as soon as feasible after the award and, if appropriate, a deductive change order will be issued.

G. Where items are specified in the singular, this division shall provide the quantity as shown on drawings plus any spares or extras indicated on the drawings or in the specifications.

H. Investigate structural and finish conditions and arrange work accordingly. Provide all fittings, equipment, and accessories required for actual conditions.

1.14 SIMILAR MATERIALS

A. All items of a similar type shall be products of the same manufacturer.

B. Contractor shall coordinate among suppliers of various equipment to assure that similar equipment type is product of the same manufacturer.

C. Examples of similar equipment types include but are not limited to:

1. Power Circuit Breakers
2. Enclosed Case Circuit Breakers
3. Panelboards
4. Disconnects

1.15 DELIVERY, STORAGE AND HANDLING

A. Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification.

1.16 GUARANTEE-WARRANTY

A. The following guarantee is a part of the specifications and shall be binding on the Contractor:

> "The Contractor guarantees that this installation is free from ALL defects. He agrees to replace or repair any part of the installation which may fail within a period of one (1) year after date established below, provided that such failure is due to defects in the materials or workmanship or to failure to follow the specifications and drawings. Warranty of the Contractor-furnished equipment or systems shall begin on the date the system or equipment is placed in operation for beneficial use of the Owner or occupancy by the Owner, whichever occurs first; such date to be determined in writing by means of issuing a 'Certificate of Substantial Completion', AIA Form G704."

B. The extent of guarantees or warranties by Equipment and/or Materials Manufacturers shall not diminish the requirements of the Contractor's guarantee-warranty to the Owner.

PART 2 - PRODUCTS

2.1 QUALITY OF MATERIALS

A. All equipment and materials shall be new and shall be the standard product of manufacturers regularly engaged in the production of electrical equipment and shall be the manufacturer's latest design. Specific equipment, shown in schedules on drawings and specified herein, is to set forth a standard of quality and operation.

2.2 ALTITUDE RATINGS

A. Unless otherwise noted, all specified equipment capacities are for an altitude of **3000** feet above sea level and adjustments to manufacturer's ratings must be made accordingly.

2.3 EQUIPMENT REQUIREMENTS

A. The electrical requirements for equipment specified or indicated on the drawings are based on information available at the time of design. If equipment furnished for installation has electrical requirements other than those indicated on the electrical drawings, make all adjustments to wire and conduit size, controls, over current protection, and installation as required to accommodate the equipment supplied. Delineate all adjustments to the drawings reflecting the electrical system in a submittal to the Contract Administrator immediately upon knowledge of the required adjustment.

B. Approved Equipment and Conductors: ALL equipment and conductors shall be listed and labeled by a nationally recognized testing laboratory (NRTL). The NRTL shall be listed by the federal occupational safety and health administration.

PART 3 - EXECUTION

3.1 COOPERATION WITH OTHER TRADES

A. Coordinate all work so that the construction operations can proceed without harm to the Owner from interference, delay, or absence of coordination. The Contractor shall be responsible for the size and accuracy of all openings.

3.2 DRAWINGS

A. The electrical drawings show the general arrangement of all lighting, power, special systems, equipment, etc., and shall be followed as closely as actual building construction and work of other trades will permit. Whenever discrepancies occur between plans and specifications, the most stringent shall govern. All Contract Documents shall be considered as part of the work. Coordinate with architectural, mechanical, and structural drawings. Because of the small scale of the electrical drawings, it is not possible to indicate all offsets, fittings and accessories which may be required. Provide all fittings, boxes, and accessories as may be required to meet actual conditions. Should conditions necessitate a rearrangement of equipment, such departures and the reasons therefore, shall be submitted by the Contractor for review in the form of detailed drawings showing the proposed changes. No changes shall be made without the prior written approval. All changes shall be marked on record drawings.

B. Should any doubt or question arise in respect to the true meaning of the drawings or specifications, the question shall be submitted in writing.

C. Installation of all equipment shall be arranged to provide all clearances required for equipment operation, service, and maintenance, including minimum clearance, as defined by the National Electrical Code (NEC).

D. The installation of all concealed electrical systems shall be carefully arranged to fit within the available space without interference with adjacent structural and mechanical systems.

3.3 ELECTRICAL INSTALLATIONS

A. General: Sequence, coordinate, and integrate the various elements of electrical system, materials, and equipment. Comply with the following requirements:

1. Coordinate electrical systems, equipment, and materials installation with all other building components.
2. Verify all dimensions by field measurements.
3. Arrange for chases, slots, and openings in all other building components during progress of construction, to allow for electrical installations.
4. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components as they are constructed.
5. Sequence, coordinate, and integrate installations of electrical materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing in the building.
6. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum clearance possible.
7. Install systems, materials, and equipment to conform with approved submittal data, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to the Architect.
8. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components.
9. Install electrical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.

10. Install access panel or doors where units are concealed behind finished surfaces.
11. Install systems, materials, and equipment giving right-of-way priority to systems requiring installation at a specified slope.

3.4 FIELD MEASUREMENTS

A. No extra compensation shall be claimed or allowed due to differences between actual dimensions, including dimensions of equipment, fixtures and materials furnished, and those indicated on the drawings. Contractor shall examine adjoining work and shall report any work which must be corrected. Review of submittal data in accordance with paragraph "Submittals" shall in no manner relieve the Contractor of responsibility for the proper installation of the electrical work within the available space. Installation of equipment and systems within the building space shall be carefully coordinated by the Contractor.

3.5 EQUIPMENT SUPPORT

A. Provide support for equipment to the building structure. Provide all necessary structures, inserts, sleeves, firestops and hanging devices for installation of equipment. Coordinate installation of devices. Verify with the Architect that the devices and supports are adequate as intended and do not overload the building's structural components in any way.

3.6 PAINTING

A. All finish painting of electrical systems and equipment will be under "Painting," unless equipment is hereinafter specified to be painted.

B. All equipment shall be provided with factory applied standard finish, unless otherwise specified.

C. Touch-Up: If the factory finish on any equipment is damaged in shipment or during construction of the building, the equipment shall be refinished to the satisfaction of the Engineer.

3.7 PROTECTION OF MATERIALS AND EQUIPMENT

A. The Contractor shall be responsible for the protection of all work, materials and equipment furnished and installed under this section of the specifications, whether incorporated in the building or not.

B. All items of electrical equipment shall be stored in a protected weatherproof enclosure prior to installation within the building or shall be otherwise protected from the weather in a suitable manner approved by the Engineer.

C. The Contractor shall provide protection for all work and shall be responsible for all damage done to property, equipment and materials. Storage of materials within the building shall be approved by the Engineer prior to such storage.

D. Conduit openings shall be closed with caps or plugs or covered to prevent lodgment of dirt or trash during the course of installation. At the completion of the work, fixtures, equipment and materials shall be cleaned and polished thoroughly and delivered in a condition satisfactory to the Engineer.

3.8 EXCAVATION

A. Provide all excavation, trenching and backfilling required.

B. Slope sides of excavations to comply with codes and ordinances. Shore and brace as required for stability of excavation.

3.9 ERECTION OF METAL SUPPORTS AND ANCHORAGE

A. Cut, fit, and place miscellaneous metal fabrications accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

B. Field Welding: Comply with AWS "Structural Welding Code."

3.10 ERECTION OF WOOD SUPPORTS AND ANCHORAGE

A. Cut, fit, and place wood grounds, nailers, blocking, and anchorage accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

B. Select fastener sizes that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood members.

C. Attach to substrates as required to support applied loads.

3.11 APPLICATION OF JOINT SEALERS

A. General: Comply with joint sealer manufacturer’s printed application instructions applicable to products and applications indicated, except where more stringent requirements apply.

1. Comply with recommendations of ASTM C 962 for use of elastomeric joint sealants.
2. Comply with recommendations of ASTM C 790 for use of acrylic-emulsion joint sealants.

B. Immediately after sealant application and prior to time shinning or curing begins, tool sealants to form smooth, uniform beads; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

C. Firestopping Sealant: Provide sealant, including forming, packing, and other accessory materials, to fill openings around electrical services penetrating floors and walls, to provide firestops with fire-resistance ratings indicated for floor or wall assembly in which penetration occurs. Comply with installation requirements established by testing and inspecting agency.

3.12 INSTALLATION OF ACCESS DOORS

A. Set frames accurately in position and securely attached to supports, with face panels plumb and level in relation to adjacent finish surfaces.

B. Adjust hardware and panels after installation for proper operation.

3.13 CUTTING AND PATCHING

A. Perform cutting and patching in accordance with Division 1, Section "CUTTING AND PATCHING." In addition to the requirements specified in Division 1, the following requirements apply:

1. Perform cutting, fitting, and patching of electrical equipment and materials required to:

    a. Remove and replace defective Work.
    b. Remove and replace Work not conforming to requirements of the Contract Documents.
    c. Remove samples of installed Work as specified for testing.
    d. Install equipment and materials in existing structures.
    e. Upon written instructions from the Contracting Officer, uncover and restore Work to provide for Contracting Officer observation of concealed Work.

2. Cut, remove, and legally dispose of selected electrical equipment, components, and materials as indicated, including but not limited to removal of electrical items indicated to be removed and items made obsolete by the new Work.
3. Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be removed.
4. Provide and maintain temporary partitions or dust barriers adequate to prevent the spread of dust and dirt to adjacent areas.
5. During cutting and patching operations, protect adjacent installations.
6. Patch existing finished surfaces and building components using new materials matching existing materials and experienced installers.

3.14 MANUFACTURER'S INSTRUCTIONS

A. All equipment shall be installed in strict accordance with recommendations of the manufacturer. If such recommendations conflict with plans and specifications, the Contractor shall submit such conflicts to the Engineer who shall make such compromises as he deems necessary and desirable.

3.15 CONCRETE BASES AND HOUSEKEEPING PADS

A. Install concrete bases and housekeeping pads under all freestanding electrical equipment unless otherwise noted.

B. Contractor shall be responsible for the accurate dimensions of all pads and bases and shall furnish and install all anchor bolts, etc. Coordinate weight of concrete bases and housekeeping pads with the structural engineer.

C. All concrete bases and housekeeping pads shall conform to the requirements specified under Division 3, Concrete, portions of these specifications. Pad foundations shall be 4" high minimum, unless otherwise indicated on the drawings. Chamfer edges shall be 1". Faces shall be free of voids and rubbed smooth with Carborundum block after stripping forms. Tops shall be level. Provide dowel rods or other required material in floor for lateral stability and anchorage.

D. Equipment anchor bolts shall be set in a galvanized pipe or sheet metal sleeves 1" larger than bolt diameter. Anchor bolts shall be high strength steel J shape. Anchor bolt design shall be arranged and paid for by the Contractor.

3.16 TESTS

A. All tests shall be conducted in the presence of the designated and authorized Owner's Representative. The Contractor shall notify the **[Architect] [Engineer] [Owner's Representative]** one week in advance of all tests. The Contractor shall furnish all necessary equipment, materials, and labor to perform the required tests.

3.17 OPERATION AND MAINTENANCE INSTRUCTIONS

A. The Contractor shall furnish the complete operating and maintenance instructions covering all units of electrical equipment herein specified together with parts lists. Furnish two (2) copies of all the literature; each shall be suitably bound in loose leaf book form and one electronic version.

B. Operating and maintenance manuals as required herein shall be submitted for review not less than two (2) weeks prior to the date scheduled for the Contractor to provide Operating and Maintenance Instructions to the Owner as specified herein.

C. Upon completion of all work and all tests, Contractor shall furnish the necessary skilled labor and helpers for operating the electrical systems and equipment for a period of up to five (5) days of eight (8) hours each. During this period, the Contractor shall instruct the Owner or his representative in the operations, adjustment, and maintenance of all equipment furnished. Contractor shall provide at least two weeks notice in advance of this period, with a written schedule of each training session, the subject of the session, the Contractors' representatives who plan to attend the session, and the time for each session.

3.18 CERTIFICATIONS

A. Before receiving final payment, certify in writing that all equipment furnished, and all work done is in compliance with all applicable codes mentioned in these specifications. Submit certifications and acceptance certificates to the Engineer, including proof of delivery of O&M manuals, spare parts required, and equipment warranties which shall be bound with O&M manuals.

3.19 INTERRUPTING SERVICES

A. The Contractor shall coordinate the installation of all work within the building in order to minimize interference with the operation of existing building electrical telephone, fire alarm, and utility systems during construction. Connections to existing systems requiring the interruption of service within the building shall be carefully coordinated with the Owner to minimize system downtimes. Requests for the interruption of existing services shall be submitted in writing a minimum of two (2) weeks before the scheduled date. Absolutely no interruption of the existing services will be permitted without the written review.

3.20 OPERATION PRIOR TO ACCEPTANCE

A. Operation of equipment and systems installed by the Contractor for the benefit of the Owner prior to substantial completion will be allowed providing a written agreement between the Owner and the Contractor has established warranty and other responsibilities to the satisfaction of both parties.

B. Operation of equipment and systems installed by the Contractor, for the benefit of the Contractor, except for the purposes of testing and balancing will not be permitted without a written agreement between the Owner and the Contractor establishing warranty and other responsibilities.

3.21 SITE VISITS AND OBSERVATION OF CONSTRUCTION

A. The Architect/Engineer will make periodic visits to the project site at various stages of construction in order to observe the progress and quality of various aspects of the Contractor's work, in order to determine in general if such work is proceeding in accordance with the Contract Documents. This observation by the Architect/Engineer however, shall in no way release the Contractor from his complete responsibility to supervise, direct, and control all construction work and activities, nor shall the Architect/Engineer have authority over, or a responsibility to means, methods, techniques, sequences, or procedures of construction provided by the Contractor or for safety precautions and programs, or for failure by the Contractor to comply with all law, regulations, and codes.

END OF SECTION 26 0500

DIVISION 26 SUBSTITUTION REQUEST FORM (SRF)

TO: RAMIREZ-SIMON ENGINEERING, LLC
PROJECT: WILLIAMSON COUNTY ESOC DATA CENTER COOLING UPGRADES

We hereby submit for your consideration the following product instead of the specified item for the above project:

Section: _____ Page: _____ Paragraph/Line: _____ Specified Item: _____

Proposed Substitution: _____

Attach complete product description, drawings, photographs, performance and test data, and other information necessary for evaluation. Identify specific Model Numbers, finishes, options, etc.

1. Will changes be required to building design in order to properly install proposed substitutions? ☐ YES ☐ NO
   If YES, explain: _____
2. Will the undersigned pay for changes to the building design, including engineering and drawing costs, caused by requested substitutions? YES ☐ NO ☐
3. List differences between proposed substitutions and specified item.

Specified Item	Proposed Substitution

4. Does substitution affect Drawing dimensions? YES ☐ NO ☐
5. What affect does substitution have on other trades? _____
6. Does the manufacturer's warranty for proposed substitution differ from that specified? YES ☐ NO ☐
   If YES, explain: _____
7. Will substitution affect progress schedule? YES ☐ NO ☐
   If YES, explain: _____
8. Will maintenance and service parts be locally available for substitution? YES ☐ NO ☐
   If YES, explain: _____
9. Is substitution identical in appearance and function to specialized product? YES ☐ NO ☐

Submitting Firm: _____ Date: _____
Address: _____
Signature: _____ Telephone: _____

For Engineer's Use Only
Accepted: _____ Not Accepted: _____ Received Too Late: _____
By: _____ Date: _____
Remarks: _____

CAD AGREEMENT

PROJECT: WILLIAMSON COUNTY ESOC DATA CENTER COOLING UPGRADES

Contractor understands and acknowledges by signature below that by transferring BIM/CAD documents for contractor/subcontractor use, Ramirez Simon Engineering, LLC (RSE) disclaims all warranties and obligations or liabilities for damages, including, but not limited to, consequential damages arising from or in connection with the use or performance of the documents. Contractor shall use documents at contractor's sole risk and without liability, risk or legal expose to RSE. Documents are diagrammatic in nature developed to display the general scope of the project. It is the contractor's responsibility to verify dimensional requirements.

Contractor agrees to limit document distribution and use to only contractor employees or subcontractors on this project. Contractor shall not distribute documents to any other entities without written consent from RSE.

CONTRACTOR'S REPRESENTATIVE

Signature: _____ Company Name: _____

Name: _____ Address 1: _____

Title: _____ Address 2: _____

Date: _____

SECTION 26 0502
DEMOLITION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General Conditions, Supplementary Conditions, and Division 1 Specification Sections apply to this Section.

B. See Section 26 0500 for Common Work Results for Electrical.

1.2 SCOPE OF WORK

A. Provide all material, equipment and labor as required to remove, relocate and/or reconnect all electrical work identified in these specifications and indicated on the drawings.

1.3 SUMMARY

A. This Section includes limited scope, general construction materials and methods for application with electrical installations as follows:

1. Selective demolition including:

    a. Nondestructive removal of materials and equipment for reuse or salvage as indicated.
    b. Dismantling electrical materials and equipment made obsolete by these installations.

2. Excavation for underground utilities and services, including underground raceways.
3. Miscellaneous metals for support of electrical materials and equipment.
4. Nailers, blocking, fasteners, and anchorage for support of electrical materials and equipment.
5. Joint sealers for sealing around electrical materials and equipment; and for sealing penetrations in fire and smoke barriers, floors, and foundation walls.
6. Access panels and doors in walls, ceilings, and floors for access to electrical materials and equipment.

1.4 PROJECT CONDITIONS

A. Conditions affecting selective demolition: The following project conditions apply:

1. Protect adjacent materials indicated to remain. Install and maintain dust and noise barriers to keep dirt, dust, and noise from being transmitted to adjacent areas. Remove protection and barriers after demolition operations are complete.
2. Locate, identify, and protect electrical services passing through demolition area and serving other areas outside the demolition limits. Maintain services to areas outside demolition limits. When services must be interrupted, install temporary services for affected areas.

B. Conditions affecting excavations: The following project conditions apply:

1. Maintain and protect existing building services which transit the area affected by selective demolition.
2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by excavation operations.
3. Existing utilities: Locate existing underground utilities in excavation areas. If utilities are indicated to remain, support and protect services during excavation operations.
4. Remove existing underground utilities indicated to be removed.

    a. Uncharted or incorrectly charted utilities: Contact utility owner immediately for instructions.
    b. Provide temporary utility services to affected areas. Provide minimum of 48-hour notice to Owner's Representative prior to utility interruption.

5. Use of explosives is not permitted.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Verify field measurements and circuiting arrangements as shown on drawings.

B. Verify that abandoned wiring and equipment serve only abandoned facilities.

C. Demolition drawings are based on casual field observation and existing record documents. Report discrepancies to Architect/Engineer before disturbing existing installation.

D. Beginning of demolition means Contractor accepts existing conditions.

PART 3 - EXECUTION

3.1 PREPARATION

A. Disconnect and remove electrical systems in walls, floors, and ceilings scheduled for removal.

B. Coordinate utility service outages with Owner a minimum of **[72]** hours prior to outage.

C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

D. Existing electrical services: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switch overs and connections. Obtain permission from the Owner's Representative at least **[72]** hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area.

3.2 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

A. Demolish and extend existing electrical work under provisions of this section.
B. Remove, relocate and extend existing installations to accommodate new construction. Recircuit

and reconnect all electrical lighting, outlets, and equipment not scheduled for removal that have become disconnected due to demolition work.

C. Remove abandoned wiring to source of supply.

D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.

E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit serving them is removed. Provide blank cover for abandoned outlets which are not removed. Provide blank cover for abandoned outlets which are not removed.

F. Disconnect and remove abandoned panelboards and distribution equipment.

G. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

H. Disconnect and remove abandoned luminaries. Remove brackets, stems, hangers, and other accessories.

I. Repair adjacent construction and finishes damaged during demolition and extension work. Any damage to building, piping or equipment shall be repaired by skilled mechanics of the trades involved at no additional cost to the Owner.

J. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.

K. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

L. Removal and replacement of ceiling tile(s) to perform work operations shall be the responsibility of the Contractor. The Contractor shall be responsible for replacement of any ceiling tiles or framework that may become damaged at no cost to the Owner.

M. Housekeeping Pads and Equipment Foundations: Remove for all equipment removal. Backfill as required, compact to 95 percent modified Proctor density, and pour floor slab or resurface floor to match existing.

N. Conduit in Concealed Locations: Remove conductors, cap both ends of conduit, and label conduit as "Abandoned" at both ends. Where conduit runs below grade, cap both ends of conduit and abandon in place. Where conduit runs below floor slab, additionally, chip out concrete around conduit, remove conduit to bottom of slab level, and patch floor to match existing.

3.3 CLEANING AND REPAIR

A. Clean and repair existing materials and equipment which remain or are to be reused.

B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

C. Luminaries: Remove existing luminaries for cleaning, as indicated on drawings. Use mild detergent to clean all exterior and interior surfaces; rinse with clean water and wipe dry. Replace lamps, ballasts and broken electrical parts.

D. Materials and equipment to be salvaged: Remove, demount, and disconnect existing electrical materials and equipment indicated to be removed and salvaged, and deliver materials and equipment to the location designated for storage.

E. Disposal and cleanup: Remove from the site and legally dispose of demolished materials and equipment not indicated to be salvaged.

3.4 INSTALLATION

A. Install relocated materials and equipment under the provisions of this section.

3.5 ITEMS SALVAGED TO OWNER

A. Items salvaged to Owner are as indicated on drawings. Move and store in dry location as directed. Refuse materials and items not salvaged shall be removed from the site and legally disposed of.

END OF SECTION 26 0502

SECTION 26 0519
LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. This Section includes building wires and cables and associated splices, connectors, and terminations for wiring systems rated 600 volts and less.

1.3 SUBMITTALS

A. Field test reports indicating and interpreting test results relative to compliance with performance requirements of testing standard.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: In addition to the requirements specified in Division 1 Section "Quality Control Services," an independent testing agency shall meet OSHA criteria for accreditation of testing laboratories, Title 29, Part 1907, or shall be a full member company of the International Electrical Testing Association (NETA).

1. Testing Agency's Field Supervisor Qualifications: A person currently certified by the NETA National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

B. Listing and Labeling: Provide products specified in this Section that are listed and labeled.

1. The Terms "Listed and Labeled": As defined in the National Electrical Code, Article 100.

C. Comply with NFPA 70 National Electrical Code for components and installation.

1.5 SEQUENCING AND SCHEDULING

A. Coordination: Coordinate layout and installation of cable with other installations.

B. Revise locations and elevations from those indicated as required to suit field conditions.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver wire and cable according to NEMA WC-26.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Wires and Cables:

a. Brand-Rex, a Leviton Company.
b. General Cable.
c. Southwire Co.

2. Connectors for Wires and Cables:

a. AMP, Inc, a TE Connectivity Company.
b. Anderson Power Products, An Ideal Company.
c. Electrical Products Division, 3M Corporation.
d. O-Z Gedney, an Emerson Industrial Automation company.

2.2 BUILDING WIRES AND CABLES

A. UL listed building wires and cables with conductor material, insulation type, cable construction, and rating as specified in Part 3 "Applications" Article.

B. Rubber Insulation: Comply with NEMA WC 3.

C. Thermoplastic Insulation: Comply with NEMA WC 5.

D. Cross-Linked Polyethylene Insulation: Comply with NEMA WC 7.

E. Ethylene Propylene Rubber Insulation: Comply with NEMA WC 8.

F. Conductor Material: soft-drawn annealed copper. Specify as follows:

1. General Power and lighting: Minimum size #12 AWG: solid conductors for #12 AWG and #10 AWG and stranded conductors for #8 AWG and larger.
2. Stranded conductors for connections to motors, generators, and other vibrating equipment (all sizes).
3. Control (field installed): Minimum size #14 AWG; stranded conductors all sizes.

G. Outdoor Conductor Material: 600V Type XHHW-2 insulated copper conductors; above and below grade.

2.3 CONNECTORS AND SPLICES

A. UL-listed factory-fabricated wiring connectors of size, ampacity rating, material, and type and class for application and for service indicated. Select to comply with Project's installation requirements and as specified in Part 3 "Applications" Article.

B. Use listed motor lead splicing kits for insulating and sealing bolted pigtail and in-line connections in terminal boxes of motors rated 1HP and larger.

C. Provide splicing kits that include a 1 kV dielectric rated sleeve with thick walls to resist abrasion and puncture.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine raceways and building finishes to receive wires and cables for compliance with installation tolerances and other conditions. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

A. Feeders: Type THHN/THWN.

B. Branch Circuits: Type THHN/THWN, in raceway.

C. Class 1 Control Circuits: Type THHN/THWN, copper conductor, in raceway.

D. Class 2 Control Circuits: Type THHN/THWN, in raceway.

E. Ampacity: Use 60ºC rating only for sizes #14 AWG through #1 AWG unless otherwise noted.

3.3 INSTALLATION

A. Install wires and cables as indicated, according to manufacturer's written instructions and the NECA "Standard of Installation."

B. Do not install building wiring that is listed for dry/indoor locations-only until the building is dried-in.

C. Do not use multiwire branch circuits. Provide a dedicated grounded (neutral) conductor for each branch circuit that requires a neutral.

D. Metal-Clad Cable or MC Cable may be used for light switches and receptacle whips of no more than 25 ft and as follows:

1. Only in general occupancy rooms, such as offices, classrooms and conference rooms. Do not use in Rooms such as Mechanical Rooms, Electrical Rooms, Laboratories, or any other high equipment rooms or laboratories.
2. MC Cable must be installed to a minimum of NECA standards, additionally must be installed in straight runs with definite bends only and must be well secured. Well secured shall be no more than 1” deflection for straight runs and 3” of defection for bends at 3 lbs. of force.

E. Remove existing wire from raceway before pulling in new wire and cable.

F. Pull conductors into raceway simultaneously where more than one is being installed in same raceway.
1. Use pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation.
2. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.

G. Install exposed cable, parallel and perpendicular to surfaces or exposed structural members, and follow surface contours where possible.

H. Conductor Splices: In branch circuits and if kept to minimum. No splices in services or feeders.

1. Install splices and tapes that possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.
2. Use splice and tap connectors that are compatible with conductor material.

I. Wiring at Outlets: Install with at least 12 inches of slack conductor at each outlet.

J. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors. Where manufacturer's torquing requirements are not indicated, tighten connectors and terminals according to tightening torques specified in UL Standard 486A.

3.4 FIELD QUALITY CONTROL

A. Testing: Upon installation of wires and cables and before electrical circuitry has been energized, demonstrate product capability and compliance with requirements.

1. Procedures: Perform each visual and mechanical inspection and electrical test stated in NETA Standard ATS, Section 7.3.1. Certify compliance with test parameters.

B. Correct malfunctioning products at site, where possible, and retest to demonstrate compliance; otherwise, remove and replace with new units, and retest.

END OF SECTION 26 0519

SECTION 26 0526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this section.

1.2 SUMMARY

A. This Section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Qualification Data: For firms and persons specified in 'Quality Assurance' Article.

C. Field Test Reports: Submit written test reports to include the following:

1. Test procedures used.
2. Test results that comply with requirements.
3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Testing agency as defined by OSHA in 29 CFR 1910.7 or a member company of the National Electrical Testing Association and that is acceptable to authorities having jurisdiction.

1. Testing Agency's Field Supervisor: Person currently certified by the National Electrical Testing Association to supervise onsite testing specified in Part 3.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1. Comply with UL 467.

C. Comply with NFPA 70; for overhead line construction and medium voltage underground construction, comply with IEEE C2.

D. Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to, the following:

1. Grounding Conductors, Cables, Connectors, and Rods:

a. Burndy; Part of Hubbell Electrical Systems.
b. Dossert; AFL Telecommunications LLC.
c. ERICO, Inc.
d. Fushi Copperweld Inc.
e. Galvan Industries, Inc.; Electrical Products Division, LLC.
f. Harger Lightning and Grounding.
g. ILSCO.
h. O-Z/Gedney; A Brand of the Emerson Electrical Co.
i. Robbins Lightning, Inc.

2.2 GROUNDING CONDUCTORS

A. For insulated conductors, comply with Division 26, Section 26 0519, Low-Voltage Electrical Power.

B. Equipment Grounding Conductors: Insulated with green colored insulation.

C. Underground Conductors: Bare, tinned, stranded, unless otherwise indicated.

D. Bare Copper Conductors: Comply with the following:

1. Solid Conductors: ASTM B3.
2. Assembly of Stranded Conductors: ASTM B8.
3. Tinned Conductors: ASTM B33.

E. Copper Bonding Conductors: As follows:

1. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG copper conductor, 1/4 inch in diameter.
2. Bonding Conductor: No. 4 or No. 6 AWG, stranded copper conductor.
3. Bonding Jumper: Bare copper tape, braided bare copper conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
4. Tinned Bonding Jumper: Tinned copper tape, braided copper conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.3 CONNECTOR PRODUCTS

A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.

B. Bolted Connectors: Bolted pressure type connectors, or compression type, copper or copper-alloy.

C. Welded Connectors: Exothermic welded type, in kit form, and selected per manufacturer's written instructions.

D. Irreversible Compression Connectors: In kit form, selected per manufacturer's written instructions.

PART 3 - EXECUTION

3.1 APPLICATION

A. Use only copper conductors for both insulated and bare grounding conductors.

B. In raceways, use insulated equipment grounding conductors.

C. Exothermic-Welded Connections or Irreversible Compression Connections: Use for connections to structural steel and for underground connections, except those at test wells.

D. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.

E. Underground Grounding Conductors: Use bare tinned copper conductor, No. 2/0 AWG minimum. Bury at least 24 inches below grade or bury 12 inches above duct bank when installed as part of the duct bank.

3.2 EQUIPMENT GROUNDING CONDUCTORS

A. Comply with NFPA 70, Article 250 for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated.

B. Install insulated equipment grounding conductors in all feeders and circuits.

C. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure and install a separate equipment grounding conductor. Isolate equipment grounding conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.

D. Nonmetallic Raceways: Install an equipment grounding conductor in nonmetallic raceways unless they are designated for telephone or data cables.

3.3 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

1. Where grounding conductors are required in PVC conduit or bare, do not completely encircle conduit or conductor with steel clamp or other steel devices.
2. Where grounding conductor is routed in steel conduit, bond both ends of conduit to grounding conductor with full size conductor.

B. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic welded connectors for outdoor locations, unless a disconnect type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.

3.4 CONNECTIONS

A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
2. Make connections with clean, bare metal at points of contact.
3. Make aluminum-to-steel connections with stainless steel separators and mechanical clamps.
4. Make aluminum-to-galvanized steel connections with tin plated copper jumpers and mechanical clamps.
5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

B. Exothermic Welded Connections: Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.

C. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure type connectors.

D. Non-contact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.

E. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.

F. Compression Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

G. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.5 FIELD QUALITY CONTROL

A. Testing: Perform the following field quality control testing:

1. After installing grounding system, but before permanent electrical circuitry has been energized, test for compliance with requirements.
2. Test completed grounding system at each location where a maximum ground resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells. Measure ground resistance not less than two (2) full days after the last trace of precipitation, and without the soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests, by the fall of potential method according to IEEE 81.
3. Provide drawings locating each ground rod and ground rod assembly and other grounding electrodes, identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

a.	Equipment Rated 500 kVA and Less:	10 ohms
b.	Equipment Rated 500 to 1000 kVA:	5 ohms
c.	Equipment Rated More Than 1000 kVA:	3 ohms
d.	Substations & Pad Mounted Switching Equipment:	5 ohms
e.	Manhole Grounds:	10 ohms

4. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

3.6 GRADING AND PLANTING

A. Restore surface features, including vegetation, at areas disturbed by work of this section. Re-establish original grades, unless otherwise indicated. If sod has been removed, replace it as soon as possible after backfilling is completed. Restore areas disturbed by trenching, storing of dirt, cable laying, and other activities to their original condition. Include application of topsoil, fertilizer, lime, seed, sod, sprig, and mulch. Comply with Division 2, Section ‘Landscaping’. Maintain restored surfaces. Restore disturbed paving as indicated.

END OF SECTION 26 0526

SECTION 26 0529
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes secure support from the building structure for electrical items by means of hangers, supports, anchors, sleeves, inserts, seals, and associated fastenings.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

B. Product data for each type of product specified.
   1. Hanger and support schedule showing manufacturer's figure number, size, spacing, features, and application for each required type of hanger, support, sleeve, seal, and fastener to be used.

C. Shop drawings indicating details of fabricated products and materials.

1.4 QUALITY ASSURANCE

A. Electrical Component Standard: Components and installation shall comply with NFPA 70, National Electrical Code.

B. Electrical components shall be listed and labeled by UL, ETL, CSA, or other approved, nationally recognized testing and listing agency that provides third-party certification follow-up services.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work, shall include the following:
   1. Allied Tube & Conduit.
   2. Cooper B-Line, Inc.; a division of Eaton.
   3. Thomas & Betts Corporation.
   4. Unistrut; an Atkore International brand.
   5. Wesanco, Inc.

2.2 COATINGS

A. Coating: Supports, support hardware, and fasteners shall be protected with zinc coating or with

treatment of equivalent corrosion resistance using approved alternative treatment, finish, or inherent material characteristic. Products for use outdoors shall be hot-dip galvanized.

2.3 MANUFACTURED SUPPORTING DEVICES

A. Raceway Supports: Clevis hangers, riser clamps, conduit straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring steel clamps.

B. Fasteners: Types, materials, and construction features as follows:
   1. Expansion Anchors: Carbon steel wedge or sleeve type.
   2. Toggle Bolts: All steel springhead type.
   3. Powder-Driven Threaded Studs: Heat-treated steel, designed specifically for the intended service.

C. Conduit Sealing Bushings: Factory-fabricated watertight conduit sealing bushing assemblies suitable for sealing around conduit, or tubing passing through concrete floors and walls. Construct seals with steel sleeve, malleable iron body, neoprene sealing grommets or rings, metal pressure rings, pressure clamps, and cap screws.

D. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for non-armored electrical cables in riser conduits. Provide plugs with number and size of conductor gripping holes as required to suit individual risers. Construct body of malleable-iron casting with hot-dip galvanized finish.

E. U-Channel Systems: 16-gauge steel channels, with 9/16-inch-diameter holes, at a minimum of 8 inches on center, in top surface. Provide fittings and accessories that mate and match with U-channel and are of the same manufacture.

2.4 FABRICATED SUPPORTING DEVICES

A. General: Shop or field fabricated supports or manufactured supports assembled from U-channel components.

B. Steel Brackets: Fabricated of angles, channels, and other standard structural shapes. Connect with welds and machine bolts to form rigid supports.

C. Pipe Sleeves: Provide pipe sleeves of one of the following:
   1. Sheetmetal: Fabricate from galvanized sheetmetal; round tube closed with snaplock joint, welded spiral seams, or welded longitudinal joint. Fabricate sleeves from the following gauge metal for sleeve diameter noted:
      a. 3-inch and smaller: 20-gauge
      b. 4-inch to 6-inch: 16-gauge
      c. over 6-inch: 14-gauge
   2. Steel Pipe: Fabricate from Schedule 40 galvanized steel pipe.
   3. Plastic Pipe: Fabricate from Schedule 80 PVC plastic pipe.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install supporting devices to fasten electrical components securely and permanently in

accordance with NEC requirements.

B. Coordinate with the building structural system and with other electrical installation.

C. Raceway Supports: Comply with the NEC and the following requirements:
1. Conform to manufacturer's recommendations for selection and installation of supports.
2. Strength of each support shall be adequate to carry present and future load multiplied by a safety factor of at least four. Where this determination results in a safety allowance of less than 200 lbs., provide additional strength until there is a minimum of 200 lbs. safety allowance in the strength of each support.
3. Install individual and multiple (trapeze) raceway hangers and riser clamps as necessary to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assembly and for securing hanger rods and conduits.
4. Support parallel runs of horizontal raceways together on trapeze-type hangers.
5. Support individual horizontal raceways by separate pipe hangers. Spring steel fasteners may be used in lieu of hangers only for 1-1/2-inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings only. For hanger rods with spring steel fasteners, use 1/4-inch-diameter or larger threaded steel. Use spring steel fasteners that are specifically designed for supporting single conduits or tubing.
6. Space supports for raceways in accordance with Table I of this section. Space supports for raceway types not covered by the above in accordance with NEC.
7. Support exposed and concealed raceway within 1 foot of an unsupported box and access fittings. In horizontal runs, support at the box and access fittings may be omitted where box or access fittings are independently supported, and raceway terminals are not made with chase nipples or threadless box connectors.
8. In vertical runs, arrange support so the load produced by the weight of the raceway and the enclosed conductors is carried entirely by the conduit supports with no weight load on raceway terminals.

D. Vertical Conductor Supports: Install simultaneously with installation of conductors.

E. Miscellaneous Supports: Support miscellaneous electrical components as required to produce the same structural safety factors as specified for raceway supports. Install metal channel racks for mounting cabinets, panelboards, disconnects, control enclosures, pull boxes, junction boxes, transformers, and other devices.

F. In open overhead spaces, cast boxes threaded to raceways need not be supported separately except where used for fixture support; support sheetmetal boxes directly from the building structure or by bar hangers. Where bar hangers are used, attach the bar to raceways on opposite sides of the box and support the raceway with an approved type of fastener not more than 24 inches from the box.

G. Support EMT and boxes using factory-fabricated components that comply with MFMA-4 standards and that are listed for the application.

H. Sleeves: Install in concrete slabs and walls and all other fire- rated floors and walls for raceways and cable installations. For sleeves through fire rated-wall or floor construction, apply UL listed firestopping sealant in gaps between sleeves and enclosed conduits and cables.

I. Conduit Seals: Install seals for conduit penetrations of slabs on grade and exterior walls below grade and where indicated. Tighten sleeve seal screws until sealing grommets have expanded to

form watertight seal.

J. Fastening: Unless otherwise indicated, fasten electrical items and their supporting hardware securely to the building structure, including but not limited to conduits, raceways, cables, cable trays, busways, cabinets, panelboards, transformers, boxes, disconnect switches, and control components in accordance with the following:
1. Fasten by means of wood screws or screw-type nails on wood, toggle bolts on hollow masonry units, concrete inserts or expansion bolts on concrete or solid masonry, and machine screws, welded threaded studs, or spring-tension clamps on steel. Threaded studs driven by a powder charge and provided with lock washers and nuts may be used instead of expansion bolts and machine or wood screws. Do not weld conduit, pipe straps, or items other than threaded studs to steel structures. In partitions of light steel construction, use sheetmetal screws.
2. Holes cut to depth of more than 1-1/2 inches in reinforced concrete beams or to depth of more than 3/4 inch in concrete shall not cut the main reinforcing bars. Fill holes that are not used.
3. Ensure that the load applied to any fastener does not exceed 25 percent of the proof test load. Use vibration- and shock- resistant fasteners for attachments to concrete slabs.

K. Tests: Test pull-out resistance of one of each type, size, and anchorage material for the following fastener types:
1. Expansion anchors.
2. Toggle bolts.
3. Powder-driven threaded studs.

L. Provide all jacks, jigs, fixtures, and calibrated indicating scales required for reliable testing. Obtain the Contracting Officer's approval before transmitting loads to the structure. Test to 90 percent of rated proof load for fastener. If fastening fails test, revise all similar fastener installations and retest until satisfactory results are achieved.

3.2 TABLE I: SPACING FOR RACEWAY SUPPORTS

Raceway Size, In.	Location	RMC & IMC (1)	EMT (1)
1/2-1	Any Location	7	7
1 & Larger	Any Location	10	10

NOTES:
(1) Maximum spacing of supports (feet).
(2) Maximum spacings for IMC above apply to straight runs only. Otherwise, the maximums for EMT apply.

Abbreviations: EMT Electrical metallic tubing.
IMC Intermediate metallic conduit.
RMC Rigid metallic conduit.

END OF SECTION 26 0529

SECTION 26 0533
RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

B. Raceways include the following:

1. Rigid metal conduit.
2. Intermediate metal conduit.
3. Polyvinyl chloride (PVC) externally coated rigid steel conduit.
4. PVC externally coated intermediate metal conduit.
5. Electrical metallic tubing (EMT).
6. Flexible metal conduit.
7. Liquidtight flexible conduit.
8. Rigid nonmetallic conduit.
9. Wireway.
10. Surface raceways.

C. Boxes, enclosures, and cabinets include the following:

1. Device boxes.
2. Outlet boxes.
3. Pull and junction boxes.
4. Cabinets and hinged cover enclosures.

1.3 SUBMITTALS

A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.

B. Product data for surface raceway, wireway and fittings, floor boxes, hinged cover enclosures, and cabinets.

C. Shop drawings for nonstandard boxes, enclosures, and cabinets. Include layout drawings showing components and wiring.

1.4 QUALITY ASSURANCE

A. Comply with NFPA 70, National Electrical Code, for components and installation.

B. Listing and Labeling: Provide products specified in this Section that are listed and labeled.

1. The Terms "Listed and Labeled": As defined in the National Electrical Code, Article 100.

C. Comply with NECA "Standard of Installation."

D. Coordinate layout and installation of raceway and boxes with other construction elements to ensure adequate headroom, working clearance, and access.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide Products by of one of the following:

1. AFC Cable Systems, Inc.
2. Allied Tube & Conduit; a Tyco International Ltd. Co.
3. Anamet Electrical, Inc.
4. Electri-Flex Company.
5. O-Z/Gedney; a brand of Emerson Electric Co.
6. Picoma Industries, a division of Zekelman Industries.
7. Republic Conduit.
8. Robroy Industries.
9. Southwire Company.
10. Thomas & Betts Corporation.
11. Western Tube and Conduit Corporation.
12. Wheatland Tube Company; a division of Zekelman Industries.

2.2 METAL CONDUIT AND TUBING

A. Rigid Steel Conduit: ANSI C80.1.

B. Intermediate Metal Conduit: ANSI C80.6.

C. Electrical Metallic Tubing and Fittings: ANSI C80.3 with set-screw or compression-type fittings.

D. Flexible Metal Conduit: Aluminum.

E. Liquidtight Flexible Metal Conduit: Flexible steel conduit with PVC jacket.

F. Fittings: NEMA FB 1, compatible with conduit/tubing materials.

2.3 NONMETALLIC CONDUIT

A. Rigid Nonmetallic Conduit (RNC): NEMA TC 2, Schedule 40 or 80 PVC.

B. PVC Conduit and Tubing Fittings: NEMA TC 3; match to conduit or conduit/tubing type and material.

2.4 WIREWAYS

A. Material: Sheet metal sized and shaped as indicated.

B. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireway as required for complete system.

C. Select features where not otherwise indicated, as required to complete wiring system and to comply with NEC.

D. Wireway Covers: Hinged type.

E. Finish: Manufacturer's standard enamel finish.

2.5 OUTLET AND DEVICE BOXES

A. Sheet Metal Boxes: NEMA OS 1.

B. Cast Metal Boxes: NEMA FB 1, type FD, cast feralloy box with gasketed cover.

C. Nonmetallic Boxes: NEMA OS 2.

2.6 PULL AND JUNCTION BOXES

A. Small Sheet Metal Boxes: NEMA OS 1.

B. Cast Metal Boxes: NEMA FB 1, cast aluminum with gasketed cover.

2.7 CABINETS AND ENCLOSURES

A. Hinged Cover Enclosures: NEMA 250, steel enclosure with continuous hinge cover and flush latch. Finish inside and out with manufacturer's standard enamel.

B. Cabinets: NEMA 250, type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage and include accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of the raceway system. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 WIRING METHODS

A. Outdoors: Use the following wiring methods, 3/4” minimum trade size:
   1. Exposed: Rigid or intermediate metal conduit.
   2. Concealed: Rigid or intermediate metal conduit.
   3. Underground, Single Run: Rigid nonmetallic conduit.

4. Underground, Grouped: Rigid nonmetallic conduit.
5. Connection to Vibrating Equipment (including transformers and hydraulic, pneumatic, or electric solenoid or motor-driven equipment): Liquidtight flexible metal conduit.
6. Boxes and Enclosures: NEMA Type 3R or Type 4.

B. Indoors: Use the following wiring methods, 3/4" minimum trade size except as noted below:

1. Connection to Vibrating Equipment and Light Fixtures: (including transformers and hydraulic, pneumatic, or electric solenoid or motor-driven equipment): Flexible metal conduit, except in wet or damp locations use Liquidtight flexible metal conduit, 1/2" trade size minimum.
2. Connection to Light Fixtures: 1/2” trade size minimum, flexible metal conduit, except in wet or damp locations use Liquidtight flexible metal conduit, or solid connection using material conforming to requirements for materials specified in this Paragraph B.
3. Damp or Wet Locations: Rigid steel conduit.
4. Exposed: Electrical metallic tubing.
5. Locations Subject to Physical Damage: Rigid or intermediate steel conduit.
6. Corrosive Locations: Plastic coated rigid steel or rigid non-metallic conduit.
7. Concealed: Electrical metallic tubing.
8. Boxes and Enclosures: NEMA Type 1, except in damp or wet locations use NEMA Type 4, stainless steel.

3.3 INSTALLATION

A. Install raceways, boxes, enclosures, and cabinets as indicated, according to manufacturer's written instructions.

B. Conceal conduit and EMT, unless otherwise indicated, within finished walls, ceilings, and floors.

C. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot water pipes. Install horizontal raceway runs above water and steam piping.

D. Install raceways level and square and at proper elevations. Provide adequate headroom.

E. Complete raceway installation before starting conductor installation.

F. Support raceway as specified in Division 26, Section 26 0529, Hangers and Supports for Electrical Systems.

G. Use temporary closures to prevent foreign matter from entering raceway.

H. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portion of bends is not visible above the finished slab.

I. Make bends and offsets so the inside diameter is not reduced. Unless otherwise indicated, keep the legs of a bend in the same plane and the straight legs of offsets parallel.

J. Use raceway fittings compatible with raceway and suitable for use and location. For intermediate steel conduit, use threaded rigid steel conduit fittings, except as otherwise indicated.

K. Run concealed raceways with a minimum of bends in the shortest practical distance considering the type of building construction and obstructions, except as otherwise indicated.

L. Raceways Embedded in Slabs: Install in middle third of the slab thickness where practical and leave at least 1-inch concrete cover.

1. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
2. Space raceways laterally to prevent voids in the concrete.
3. Run conduit larger than 1-inch trade size (size 27) parallel to or at right angles to main reinforcement. When at right angles to reinforcement, place conduit close to slab support.

M. Install exposed raceways parallel to or at right angles to nearby surfaces or structural members and follow the surface contours as much as practical.

1. Run parallel or banked raceways together, on common supports where practical.
2. Make bends in parallel or banked runs from same center line to make bends parallel. Use factory elbows only where they can be installed parallel; otherwise, provide field bends for parallel raceways.

N. Join raceways with fittings designed and approved for the purpose and make joints tight.

1. Make raceway terminations tight. Use bonding bushings or wedges at connections subject to vibration. Use bonding jumpers where joints cannot be made tight.
2. Use insulating bushings to protect conductors.

O. Tighten set screws of threadless fittings with suitable tool.

P. Terminations: Where raceways are terminated with locknuts and bushings, align the raceway to enter squarely, and install the locknuts with dished part against the box. Where terminations cannot be made secure with one locknut, use two locknuts, one inside and one outside the box.

Q. Where terminating in threaded hubs, screw the raceway or fitting tight into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align the raceway so the coupling is square to the box, and tighten the chase nipple so no threads are exposed.

R. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line having not less than 200-lb tensile strength. Leave not less than 12 inches of slack at each end of the pull wire.

S. Install raceway sealing fittings according to the manufacturer's written instructions. Locate fittings at suitable, approved, accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points and elsewhere as indicated:

1. Where conduits enter or leave hazardous locations.
2. Where conduits pass from warm locations to cold locations, such as the boundaries of refrigerated spaces and air-conditioned spaces.
3. Where otherwise required by the NEC.

T. Stub-Up Connections: Extend conduits through concrete floor for connection to freestanding equipment with an adjustable top or coupling threaded inside for plugs and set flush with the finished floor. Extend conductors to equipment with rigid steel conduit; flexible metal conduit may

be used 6 inches above the floor. Install insulated grounding bushings on each conduit and bond to ground system. Where equipment connections are not made under this Contract, install screwdriver-operated threaded flush plugs flush with floor.

U. Flexible Connections: Use maximum of 6 feet of flexible conduit for recessed and semi-recessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use Liquidtight flexible conduit in wet or damp locations. Install separate ground conductor across flexible connections.

V. Do not install aluminum conduit embedded in or in contact with concrete.

W. Underground 90-degree elbows 2-inch trade size or larger, use plastic coated or tape wrapped intermediate metal or rigid steel conduit. Comply with NEC for grounding.

X. Install hinged cover enclosures and cabinets plumb. Support at each corner.

Y. Provide grounding connections for raceway, boxes, and components as indicated and instructed by manufacturer. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors. Where manufacturer's torquing requirements are not indicated, tighten connectors and terminals according to tightening torques specified in UL Standard 486A.

Z. On all service, feeder, and branch circuit conduits, 2-inches and large, install grounding-type insulated bushings on each conduit entering all boxes, enclosures, and equipment. Bond conduit grounding bushing to a grounding bus in box, enclosure, or equipment with conductor sized per NEC 250-95. Do not use grounding conductor to bond bushing to grounding bus.

AA. All exposed conduit, fittings, boxes, hangers, clips, supports, etc., in finished areas to be painted per the Architect's/Engineer's instructions.

3.4 PROTECTION

A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, to ensure that coatings, finishes, and cabinets are without damage or deterioration at Substantial Completion.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC or paint finishes with matching touch-up coating recommended by the manufacturer.

3.5 CLEANING

A. Upon completion of installation of system, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions.

END OF SECTION 26 0533

SECTION 26 0549
INSTALLATION COORDINATION

PART 1 - GENERAL

1.1 REQUIREMENTS

A. See Division 23, Section 23 0549, HVAC & Electrical Installation Coordination

B. See Mechanical Drawings for control requirements and for items requiring 120V power.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

Not applicable.

END OF SECTION 26 0549

SECTION 26 0553
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes identification of electrical materials, equipment, and installations.

1.3 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.

B. Product Data for each type of product specified.

C. Schedule of identification nomenclature to be used for identification signs and labels.

D. Samples for each color, lettering style, and other graphic representation required for identification materials, samples of labels and signs.

E. Details of EIA/TIA 606 compliance for labeling.

1.4 QUALITY ASSURANCE

A. Comply with NFPA 70.

B. Comply with EIA/TIA 606 for telephone, data, and fiber optic systems.

1.5 SEQUENCING AND SCHEDULING

A. Coordinate installing electrical identification after completion of finishing where identification is applied to field-finished surfaces.

B. Coordinate installing electrical identifying devices and markings prior to installing acoustical ceilings and similar finishes that conceal such items.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. American Labelmark Co.; Labelmaster Subsidiary
2. Brady USA, Inc.; Industrial Products Div.

3. Calpico, Inc.
4. Carlton Industries, Inc.
5. Champion American, Inc.
6. Cole-Flex Corp.
7. D&G Sign and Label
8. EMED Co., Inc.
9. George-Ingraham Corp. (The)
10. Grimco, Inc.
11. Ideal Industries, Inc.
12. Kraftbilt
13. LEM Products, Inc.
14. Markal Corp.
15. National Band & Tag Co.
16. Panduit Corp.
17. Radar Engineers
18. Ready Made Sign Co., Cornerstone Direct Corp. Div.
19. Seton Name Plate Co.
20. Standard Signs, Inc.

2.2 RACEWAY AND CABLE LABELS

A. Manufacturer's Standard Products: Where more than one type is listed for a specified application, selection is Installer's option, but provide single type for each application category. Use colors prescribed by ANSI A13.1, NFPA 70, and these Specifications.

B. Conform to ANSI A13.1, Table 3, for minimum size of letters for legend and minimum length of color field for each raceway or cable size.

1. Color: Black legend on orange field.
2. Legend: Indicates voltage and service.

C. Adhesive Labels: Preprinted, flexible, self-adhesive vinyl. Legend is over-laminated with a clear, weather- and chemical-resistant coating.

D. Pre-tensioned, Wraparound Plastic Sleeves: Flexible, preprinted, color-coded, acrylic bands sized to suit the diameter of the line it identifies and arranged to stay in place by pre-tensioned gripping action when placed in position.

E. Colored Adhesive Tape: Self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.

F. Tape Markers: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.

G. Aluminum, Wraparound Marker Bands: Bands cut from 0.014-inch-thick aluminum sheet, with stamped or embossed legend, and fitted with slots or ears for permanently securing around wire or cable jacket or around groups of conductors.

H. Plasticized Card-Stock Tags: Vinyl cloth with preprinted and field-printed legends. Orange background, except as otherwise indicated, with eyelet for fastener.

I. Aluminum-Faced Card-Stock Tags: Weather-resistant, 18-point minimum card stock faced on both

sides with embossable aluminum sheet, 0.002 inch thick, laminated with moisture-resistant acrylic adhesive, and punched for the fastener. Preprinted legends suit each application.

J. Brass or Aluminum Tags: Metal tags with stamped legend, punched for fastener. Dimensions: 2 by 2 inches by 0.05 inch.

2.3 ENGRAVED NAMEPLATES AND SIGNS

A. Manufacturer's Standard Products: Where more than one type is listed for a specified application, selection is Installer's option, but provide single type for each application category. Use colors prescribed by ANSI A13.1, NFPA 70, and these Specifications.

B. Engraving stock, melamine plastic laminate, 1/16-inch minimum thick for signs up to 20 sq. in., 1/8 inch thick for larger sizes.

1. Engraved Legend:

a. Normal Power – White letters on black face, unless noted otherwise on drawings.
b. Emergency Power – White letters on red face, unless noted otherwise on drawings.
c. UPS Power – White letters on blue face, unless noted otherwise on drawings.

2. Punched for mechanical fasteners.

C. Baked-Enamel Signs for Interior Use: Preprinted aluminum signs, punched for fasteners, with colors, legend, and size as indicated or as otherwise required for the application. 1/4-inch grommets in corners for mounting.

D. Exterior, Metal-Backed, Butyrate Signs: Weather-resistant, non-fading, preprinted, cellulose acetate butyrate signs with 0.0396-inch, galvanized steel backing, with colors, legend, and size appropriate to the application. 1/4-inch grommets in corners for mounting.

E. Fasteners for Plastic-Laminated and Metal Signs: Self-tapping stainless-steel screws or No. 10/32 stainless-steel machine screws with nuts and flat and lock washers.

2.4 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Cable Ties: Fungus-inert, self-extinguishing, 1-piece, self-locking, Type 6/6 nylon cable ties with the following features:

1. Minimum Width: 3/16 inch.
2. Tensile Strength: 50 lb minimum.
3. Temperature Range: Minus 40 to 185 deg F (Minus 4 to 85 deg C).
4. Color: As indicated where used for color coding.

B. Paint: Alkyd-urethane enamel over primer as recommended by enamel manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install identification devices according to manufacturer's written instructions.

B. Install labels where indicated and at locations for best convenience of viewing without interference with operation and maintenance of equipment.

C. Lettering, Colors, and Graphics: Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations used in the Contract Documents or required by codes and standards. Use consistent designations throughout the Project.

D. Sequence of Work: Where identification is to be applied to surfaces that require finish, install identification after completion of finish work.

E. Self-Adhesive Identification Products: Clean surfaces of dust, loose material, and oily films before applying.

F. Install painted identification as follows:

1. Clean surfaces of dust, loose material, and oily films before painting.
2. Prime Surfaces: For galvanized metal, use single-component, acrylic vehicle coating formulated for galvanized surfaces. For concrete masonry units, use heavy-duty, acrylic-resin block filler. For concrete surfaces, use clear, alkali-resistant, alkyd binder-type sealer.
3. Apply one intermediate and one finish coat of silicone alkyd enamel.
4. Apply primer and finish materials according to manufacturer's instructions.

G. Install Circuit Identification Labels on Boxes: Label externally as follows:

1. Exposed Boxes: Pressure-sensitive, self-adhesive plastic label on cover.
2. Concealed Boxes: Plasticized card-stock tags.
3. Labeling Legend: Permanent, waterproof listing of panel and circuit number or equivalent.

H. Color-Code Conductors: Secondary service, feeder, and branch circuit conductors throughout the secondary electrical system.

1. 208/120-V System: As follows:

a. Phase A: Black.
b. Phase B: Red.
c. Phase C: Blue.
d. Neutral: White.
e. Ground: Green.

2. 480/277-V System: As follows:

a. Phase A: Brown.
b. Phase B: Orange.
c. Phase C: Yellow.
d. Neutral: Grey.
e. Ground: Green.

3. Factory-apply color the entire length of the conductors, except the following field-applied, color-coding methods may be used in lieu of factory-coded wire for phase conductor's sizes larger than No. 10 AWG and grounded conductors and grounding conductors larger than No. 6 AWG.

a. Colored, pressure-sensitive plastic tape in half-lapped turns for a distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply the last 2 turns of tape with no tension to prevent possible unwinding. Use 1-inch-wide tape in colors as specified. Adjust tape bands to avoid obscuring cable identification markings.
b. Colored cable ties applied in groups of 3 ties of specified color to each wire at each terminal or splice point starting 3 inches from the terminal and spaced 3 inches apart. Apply with a special tool or pliers, tighten to a snug fit, and cut off excess length.

I. Power Circuit Identification: Use metal tags or aluminum wraparound marker bands for cables, feeders, and power circuits in vaults, pull boxes, junction boxes, manholes, and switchboard rooms.

1. Legend: 1/4-inch steel letter and number stamping or embossing with legend corresponding to indicated circuit designations.
2. Fasten tags with nylon cable ties; fasten bands using integral ears.

J. Apply identification to conductors as follows:

1. Conductors to Be Extended in the Future: Indicate source and circuit numbers.
2. Multiple Power or Lighting Circuits in the Same Enclosure: Identify each conductor with source, voltage, circuit number, and phase. Use color coding for voltage and phase indication of secondary circuit.
3. Multiple Control and Communications Circuits in the Same Enclosure: Identify each conductor by its system and circuit designation. Use a consistent system of tags, color coding, or cable marking tape.

K. Apply warning, caution, and instruction signs and stencils as follows:

1. Install warning, caution, and instruction signs where indicated or required to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved, plastic-laminated instruction signs with approved legend where instructions or explanations are needed for system or equipment operation. Install butyrate signs with metal backing for outdoor items.
2. Emergency-Operating Signs: Install engraved laminate signs with white legend on red background with minimum 3/8-inch-high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.

L. Install identification as follows:

1. Apply equipment identification labels of engraved plastic laminate on each major unit of equipment, including central or master unit of each system. This includes communication, signal, and alarm systems, unless units are specified with their own self-explanatory identification. Except as otherwise indicated, provide a single line of text with 1/2-inch-high lettering on 1-1/2-inch-high label; where 2 lines of text are required, use lettering 2 inches high. Use white lettering on black field. Apply labels for each unit of the following categories of equipment.

   Example: Panel 1H1 120/208V, 3-PH, 4-wire fed from panel MDR-CCT#4.

a. Panelboards, electrical cabinets, and enclosures.
b. Access doors and panels for concealed electrical items.
c. Motor starters.
d. Switches and receptacles.

2. Circuits: Apply identification labels of engraved plastic laminate on each switch and receptacle indicating panelboard and circuit number supplying receptacle.
3. Apply designation labels of engraved plastic laminate for disconnect switches, breakers, push buttons, pilot lights, motor control centers, and similar items for power distribution and control components above, except panelboards and alarm/signal components where labeling is specified elsewhere. For panelboards, provide framed, typed circuit schedules with explicit description and identification of items controlled by each individual breaker.

END OF SECTION 26 0553

SECTION 26 0573
POWER SYSTEM ANALYSIS

PART 1 - GENERAL

1.1 SUMMARY

A. Scope: This Section covers the furnishing of an electrical short circuit and arc flash study for the building electrical system installed under this contract, including as much of existing system as required for a complete study.

1.2 SUBMITTALS

A. Industry Standards: Provide, for each section of the study, an identification and description of the industry testing standards on which the study is based.

1.3 STUDY REQUIREMENTS

A. Perform study using procedures outlined in IEEE 241 and IEEE 242.

B. Power Company: The study shall include the utility power company's system and relay characteristics.

C. General Content: Provide calculations, impedance diagrams, conclusions and recommendations as part of the general content of the study.

D. Ground Fault Study: Include a ground fault study for each low voltage switchgear line-up, switchboard, motor control center, distribution panelboard, branch circuit panelboards and other significant locations throughout the system.

E. Short Circuit: Provide short circuit tabulations which include the system impedances, X/R ratio, asymmetry factor, kVA, symmetrical and asymmetrical fault currents.

F. Preparer: The system studies shall be prepared and signed by a registered engineer experienced in providing such studies.

G. Contract Drawings: The drawings and specifications indicate the general requirements for the low voltage equipment. Determine additional specific characteristics of equipment furnished in accordance with the results of the short circuit and protective device coordination study.

1. Submit any equipment design discrepancies and the proposed corrective modifications, if required, with the short circuit and protective device coordination study. Identify any variations clearly on the subsequent shop drawings.
2. Provide the necessary field settings, adjustments, and minor modifications for conformance with the approved short circuit study, without additional expense.

1.4 ARC-FLASH HAZARD ANALYSIS REQUIREMENTS

A. Preform preliminary and final arch-flash analyses for new installations using procedures outlined in NFPA 70E and IEEE 1584.

B. Preform preliminary arc-flash calculations in the selection of equipment to reduce or eliminate the risk of arch-flash hazards.

C. Prepare arc-flash studies in accordance with the scope and deliverable requirements in IEEE 1584.1.

D. An arc-flash hazard analysis is not required for equipment that operates at 240V and below unless it involves at least one 125 kVA or larger low-impedance transformer in its immediate power supply.

E. Extend arc-flash hazard calculations to points in the distribution system where the calculated incident energy at the assumed working distance is less than 1.2 calories per square centimeter.

F. Where possible, the electrical system shall be designed to limit arc-flash incident energy to a level that does not exceed Category 2 personal protective equipment (PPE) per NFPA 70E, latest edition.

G. Specify overcurrent protective device settings to achieve the required arc-flash results.

H. Reconcile arc-flash protective device setting recommendations with time-current coordination study.

I. Conduit final arc-flash analysis as part of the fault-current and device coordination study.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 FIELD DATA

A. Collect all required data from utility, existing conditions, existing transformers, fuses and circuit breakers.

3.2 SUBMISSION

A. Submit final study including all as-built conditions prior to acceptance of project.

B. Renovation Projects: Install arc-flash warning labels on existing equipment where lock-out/tag-out will be required for the renovation work.

C. Prepare arc-flash signage for all of the following:

1. Switchboards
2. Panelboards
3. Variable frequency drives
4. Machine control panels
5. Fused and non-fused disconnect switches.
6. Motor terminal boxes
7. Other Equipment required by NEC 110.16

D. Arc-flash labels shall be orange warning labels for incident energy levels equal to or less than 40 calories per square centimeter and red danger label for incident energy levels above 40 calories per square centimeter. Label must be readable in both indoor and outdoor environments for at least 3 years and contact the following minimum information:

1. Arc hazard boundary (inches)
2. Working distance (inches)
3. Arc flash incident energy at the working distance (calories per square centimeter)
4. Available (maximum) fault current at the equipment/bus (kA)
5. PPE category (1, 2, 3, or 4) and description including the glove rating.
6. Voltage rating of the equipment
7. Limited approach distance (inches)
8. Restricted approach distance (inches)
9. Prohibited approach distance (inches)
10. Equipment/bus name
11. Date prepared
12. Supplier name and address

END OF SECTION 26 0573

SECTION 26 2413
SWITCHBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes service and distribution switchboards rated 600 V and less.

1.3 SUBMITTALS

A. Product Data: For each product and component specified.

B. Qualification Data: For firms and persons specified in "Quality Assurance" Article.

C. Reports of Field Tests and Observations: Certified by testing agency.

D. Manufacturer field service report.

E. Certificates for field testing agency, signed by Contractor, certifying that agency complies with requirements specified in "Quality Assurance" Article below.

F. Maintenance Data: For switchboards to include in the maintenance manuals specified in Division 1. Include detailed manufacturer's written instructions on adjusting overcurrent protective devices.

1. Routine maintenance requirements.
2. Time current curves, including selectable range, for each type of overcurrent protective device.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: In addition to the requirements specified in Division 1 Section Quality Control, an independent testing agency shall meet OSHA criteria for accreditation of testing laboratories, Title 29, Part 1907, or shall be a full-member company of the InterNational Electrical Testing Association.

1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or National Institute for Certification in Engineering Technologies, to supervise on-site testing specified in Part 3.

B. Listing and Labeling: Provide switchboard assemblies specified in this Section that are listed and labeled.

1. The Terms "Listed" and "Labeled": As defined in the National Electrical Code, Article 100.

C. Comply with NFPA 70.

D. Comply with NEMA PB 2.

E. Comply with UL 891.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver in shipping splits of lengths that can be moved past obstructions in delivery path.

B. Store so condensation will not occur on or in switchboards. Provide temporary heaters as required to avoid condensation.

C. Handle switchboards according to NEMA PB 2.1. Use only factory-installed lifting provisions.

1.6 PROJECT CONDITIONS

A. Verify dimensions by field measurements.

B. Determine suitable path for moving switchboard into place considering Project conditions.

C. Verify clearance requirements. Locate switchboard to meet installation tolerances.

D. Revise locations and elevations from those indicated as required to suit Project conditions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Match existing switchboard for new breakers.

2.2 OVERCURRENT PROTECTIVE DEVICES

A. Enclosed, Molded-Case Circuit Breaker: NEMA AB 1, handle lockable.

1. Characteristics: Frame size, trip rating, number of poles, and auxiliary devices as indicated and interrupting capacity rating to meet available fault current.
   a. 10,000A RMS symmetrical minimum for 208Y/120V and 120/240V applications.
   b. 14,000A RMS symmetrical minimum for 480V and 480Y/277V applications.
2. Application Listing: Appropriate for application, including switching fluorescent lighting loads or heating, air-conditioning, and refrigerating equipment.
3. Circuit Breakers, 200 A and Larger: Trip units interchangeable within frame size.
4. Circuit Breakers, 400 A and Larger: Field-adjustable short-time and continuous current settings.
5. Circuit Breakers, 400A and larger must be 100% continuous current rated and identified on the one-line diagram.
6. Use common-trip type 2- and 3-pole breakers so that an overload or fault on one pole will trip all poles simultaneously; hand ties are not acceptable.
7. Current-Limiting Trips: Where indicated, let-through ratings less than NEMA FU 1, Class RK-5.
8. Current Limiters: Where indicated, integral fuse listed for circuit breaker.
9. Lugs: Mechanical lugs and power-distribution connectors for number, size, and material of conductors indicated.

2.3 IDENTIFICATION

A. Nameplates and label products are specified in Division 26, Section 26 0553, Identification for Electrical Systems.

1. Compartment Nameplates: Engraved laminated-plastic or metal nameplate for each compartment, mounted with corrosion-resistant screws.

B. Provide circuit directory per NEC 408.4 and as follows:
1. Neatly typed.
2. Text no smaller than 1/8” high
3. Clear heat-resistant plastic cover
4. Metal frame on inside door of the equipment
5. No adhesive-mounted directory pockets
6. Must contain all information contained in the panel schedule except load calculations.

C. Working space markers: provide working space markers per Division 26, Section 26 0553, Identification for Electrical Systems.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces to receive switchboard for compliance with installation tolerances and other conditions affecting performance of switchboards.

1. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install compartment nameplates.

B. Install circuit directory.

3.3 CONNECTIONS

A. Connect switchboards and components to wiring systems and to ground as indicated and instructed by manufacturer.

1. Tighten electrical connectors and terminals, including screws and bolts, according to manufacturer's published torque tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

A. Standards: Comply with applicable standards of the InterNational Electrical Testing Association (NETA), including standard ATS.

B. Prepare for acceptance tests as follows:

1. Make insulation-resistance tests of each switchboard bus, component, and connecting

supply, feeder, and control circuits. Insulation resistance less than 100 megohms is not acceptable.
2. Make continuity tests of each circuit.

C. Manufacturer's Field Service: Provide services of a factory-authorized service representative to supervise pretesting and adjustment of switchboard components for a total of not less than **[five (5)]** working days.

D. Testing Agency: Owner will engage a qualified independent testing agency to perform specified acceptance testing.

E. Acceptance Testing: After installing switchboards and after electrical circuitry has been energized, demonstrate product capability and compliance with requirements.

1. Procedures: Perform each visual and mechanical inspection and electrical test stated in NETA ATS, Sections 7.1, 7.5 7.6, 7.9, 7.10, 7.11, and 7.14 as appropriate. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, remove and replace with new units, and retest.

F. Infrared Scanning: After Substantial Completion, but not more than 2 months after Final Acceptance, perform an infrared scan of each switchboard. Remove fronts to make joints and connections accessible to a portable scanner.

1. Follow-up Infrared Scanning: Perform 1 additional follow-up infrared scan of each switchboard 11 months after date of Substantial Completion.
2. Instrument: Use an approved infrared scanning device designed to measure temperature or detect significant deviations from normal values. Provide calibration record for device used.
3. Record of Infrared Scanning: Prepare a certified report identifying switchboards checked and describing results of scanning. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

A. Set field-adjustable switches and circuit-breaker trip ranges as indicated.

3.6 CLEANING

A. Upon completion of installation, inspect interior and exterior of switchboards. Remove paint splatters and other spots, dirt, and debris. Touch up scratches and mars of finish to match original finish.

END OF SECTION 26 2413

SECTION 26 2726
WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes various types of receptacles, connectors, switches, and finish plates.

1.3 SUBMITTALS

A. Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.

B. Product data for each product specified, including all information required to show compliance with all requirements.

C. Operation and maintenance data for materials and products specified in this Section to include in the "Operating and Maintenance Manual" specified in Division 1.

1.4 QUALITY ASSURANCE

A. Comply with NFPA 70, National Electrical Code for devices and installation.

B. Listing and Labeling: Provide products that are listed and labeled for their applications and installation conditions and for the environments in which installed.

1. The Terms "Listed" and "Labeled": As defined in the National Electrical Code, Article 100.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Cooper Industries.
b. General Electric Co.
c. Hubbell Inc.
d. Leviton Mfg. Co., Inc.
e. Pass & Seymour/Legrand

2.2 WIRING DEVICES

A. Comply with NEMA Standard WD 1, "General Purpose Wiring Devices."
B. Enclosures: NEMA 1 equivalent, except as otherwise indicated.

C. Color: White except as otherwise indicated or required by Code.

D. Receptacles, Straight-Blade, and Locking Type: Except as otherwise indicated, comply with Federal Specification W-C-596 and heavy-duty grade of UL Standard 498, "Electrical Attachment Plugs and Receptacles." Provide NRTL labeling of devices to verify these compliances. 20A unless noted otherwise.

E. Receptacles, Straight-Blade, Special Features: Comply with the basic requirements specified above for straight-blade receptacles of the class and type indicted, and with the following additional requirements:

1. Ground-Fault Circuit Interrupter (GFCI) Receptacles: UL Standard 943, "Ground Fault Circuit Interrupters," feed-through type, with integral NEMA 5-20R duplex receptacle arranged to protect connected downstream receptacles on the same circuit. Design units for installation in a 2-3/4-inch-deep outlet box without an adapter.

F. Weatherproof Receptacles: Duplex receptacles, comply with basic requirements above. Cast metal box, cover plate, and cover to provide weatherproof capability with plugs and cords installed.

G. Wall Plates: Single and combination types that mate and match with corresponding wiring devices. Features include the following:

1. Color: Matches wiring device except as otherwise indicated.
2. Plate-Securing Screws: Metal with heads colored to match plate finish.
3. Material for Unfinished Spaces: Galvanized steel.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install devices and assemblies' plumb and secure.

B. Install wall plates when painting is complete.

C. Arrangement of Devices: Except as otherwise indicated, mount flush, with long dimension vertical, and grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

D. Protect devices and assemblies during painting.

E. Adjust locations at which floor service outlets and telephone/power service poles are installed to suit the indicated arrangement of partitions and furnishings.

3.2 IDENTIFICATION

A. Comply with Division 26, Section 26 0553, Identification for Electrical Systems.
1. Switches: Where 3 or more switches are ganged, and elsewhere where indicated, identify each switch with approved legend engraved on wall plate.
2. Receptacles: Identify the panelboard and circuit number from which served. Use machine-printed, pressure-sensitive, abrasion-resistant label tape on face of plate and durable wire markers or tags within outlet boxes.

3.3 GROUNDING

A. Equipment Ground: Connect to device and to box.

3.4 FIELD QUALITY CONTROL

A. Testing: Test wiring devices for proper polarity and ground continuity. Operate each operable device at least 6 times.

B. Test ground-fault circuit interrupter operation with both local and remote fault simulations according to manufacturer recommendations.

C. Replace damaged or defective components.

3.5 CLEANING

A. General: Internally clean devices, device outlet boxes, and enclosures. Replace stained or improperly painted wall plates or devices. Replace wall plates or devices marked with pencil, pen, or other non-standard marking system. Thoroughly clean all device plates, remove fingerprints, smudges, and dirt.

END OF SECTION 26 2726

5.3.7.2 SPECIFICATIONS

The internal perimeter ground (earth) bus conductors **shall** be a 35 mm^2 csa (#2 AWG) or coarser copper conductor, free of splices. When the conductors are insulated, they **shall** be listed for the space in which they are intended to be placed and the jacket **shall** be green or properly marked with a distinctive green color (ANSI-J-STD-607-A-2002). If a splice in the bus conductor is unavoidable, it **shall** be exothermically welded or spliced using a listed irreversible connection. It is desirable that this conductor be stranded for better flexibility and ease of installation and maintenance. However, this conductor may be a solid conductor, copper bus bar, or copper strap of equal or larger surface area.

5.3.8 EQUIPMENT GROUNDING (EARTHING) CONDUCTORS

An equipment grounding (earthing) conductor bonds equipment chassis or frames, and metallic ancillary support apparatus to the internal grounding system. An equipment grounding conductor from each piece of electronic equipment **shall** be bonded to the MGB, SSGB, RGB, ground bus conductor or ground bus extension using suitable methods described within this chapter. An equipment grounding conductor from each piece of ancillary support apparatus **shall** be bonded to the MGB, SSGB or internal perimeter ground bus (IPGB) conductor using suitable methods described within this chapter.

NOTE: Braided conductors **shall not** be used at any location.

5.3.8.1 LOCATION

The equipment grounding (earthing) conductor for electronic equipment **shall** be suitably supported. One end of the conductor **shall** be bonded to the equipment or support apparatus using methods described within this chapter. The other end of the conductor **shall** be bonded to the ground bus conductor, RGB, SSGB, or MGB using suitable methods described within this chapter. See Figure 5-17 on page 5-24.

5.3.8.2 SPECIFICATIONS

The equipment grounding (earthing) conductor **shall** be a 16 mm^2 csa (#6 AWG) or larger, green-jacketed, solid or stranded copper conductor. A stranded conductor may be more desirable due to the ease of installation and maintainability. If the equipment grounding conductor length must exceed 4 m (13 ft.) before it terminates to a ground bus conductor, RGB, SSGB, or MGB, the conductor **shall** be sized according to Table 5-5.

TABLE 5-5 SIZING OF GROUND BUS CONDUCTORS

Conductor length in linear m (ft)	Conductor size in mm^2 csa (AWG)	International Conductor size (mm^2 csa)
Less than 4 (13)	13.30 (6)	16
4 – 6 (14 – 20)	21.15 (4)	25
6 – 8 (21 – 26)	26.67 (3)	30
8 – 10 (27 – 33)	33.62 (2)	35

5.4 CONNECTION METHODS FOR INTERNAL GROUNDING (EARTHING) SYSTEM

All components of the internal grounding (earthing) system and all equipment and ancillary support apparatus including, but not limited to, items listed in Table 5-6 on page 5-40 **shall** be effectively bonded together by using the following requirements and connection methods described within this chapter:

- General bonding requirements
- Bonding to equipment and ancillary support apparatus
- Bonding to the MGB
- Bonding to SSGB
- Bonding to RGB
- Bonding to ground bus conductor
- Bonding to communication bonding backbone conductors and grounding equalizer conductors

5.4.1 GENERAL BONDING REQUIREMENTS

The following requirements **shall** apply when attaching conductors to equipment, ancillary support apparatus, ground (earth) bus bars, and when attaching one conductor to another.

- Only connection devices that require the complete removal of the conductor jacket or insulation and result in a connection to the complete conductor surface area **shall** be suitable for use.
- All mechanical and compression-type connection devices **shall** be UL 486A listed and of the proper size for the application. These connection devices **shall** be tin-plated when connected with steel, galvanized steel or aluminum surfaces.
- All clamps and compression-type connection devices **shall** be UL 486A listed and **shall** maintain a minimum 88% conductivity rating.
- Compression systems **shall** include crimped die index and company logo for purposes of inspection.
- Listed two-hole, long barrel, compression lugs are preferred over single-hole lugs and **shall** be required where two-hole lugs are referenced within this chapter.
- No more than one clamp, fitting or lug may be attached by the same bolt or bolts. An exception to this is when a jumper from a terminal strip or other internal connection point of the same equipment must be bonded to the equipment grounding conductor.
- No more than one conductor **shall** be connected by a single clamp, fitting or lug unless the clamp, fitting, or lug is listed for multiple conductors.
- Solid conductors **shall** be attached to lugs and to other conductors by irreversible high compression crimping process. Only listed irreversible compression type lugs and connection devices **shall** be used.
- Connections between dissimilar metals **shall not** be made unless the conductors are separated by a suitable material that is a part of the attachment device. Only attachment devices listed and approved for use with the specific dissimilar metals may be used for this purpose.

- An appropriate type of listed, conductive anti-oxidant **shall** be applied on all connections of dissimilar metals. Copper enhanced anti-oxidant compound should be used between copper, brass, bronze and tin-plated bonding surfaces. Zinc enhanced anti-oxidant compound should be used between tin-plated connection devices and steel, galvanized steel, zinc-chromate steel, aluminum, and tin-plated copper bus bar bonding surfaces.
- Where threaded or tapped holes are provided for attachment purposes, a star or split type lock washer **shall** be installed under the head of the screw or bolt and/ or between the nut and the ground bus bar. See Figure 5-19 on page 5-32 for the correct location of the star or split washer in these instances.
- Self-tapping or sheet metal type screws **shall not** be used for attaching ground or grounding conductors to any surface. (See NFPA 70-2005, Article 250.8 for additional information.)
- Paint, enamel, lacquer, or other nonconductive coatings **shall** be removed from threads and surface areas where connections are made (NFPA 70-2005, Article 250.12). Use of a star washer **shall not** alleviate the requirement to remove nonconductive coatings from attachment surfaces. Star or split type washers **shall not** be installed between the conductive surfaces. Proper placement of lockwasher is shown in Figure 5-19.

NOTE: Do not install a washer of any kind between the ground lug and the bonding surface.

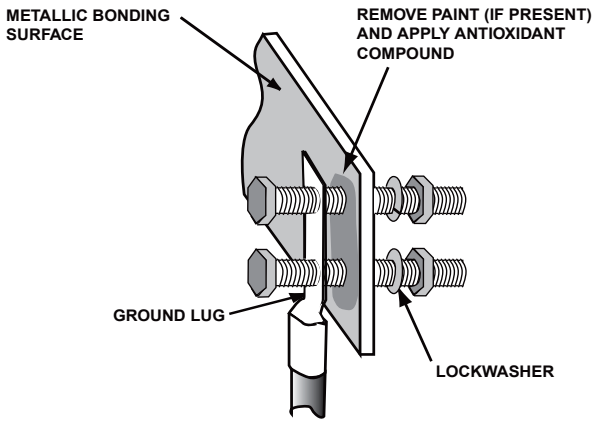


FIGURE 5-19 PROPER LOCATION OF WASHER WHEN CONNECTING GROUND LUG

- All two-hole lugs **shall** have bolts in both holes with lock washers placed on the nut side of the bonding surface.
- All securing hardware for mechanically bolted clamps and lugs **shall** be stainless steel or approved for the application.

The following methods of connection are **unacceptable** and **shall not** be used:

- Insulation piercing connectors.
- Self-tapping or sheet metal type screws **shall not** be used to provide continuous and permanent electrical bonds (NFPA 70-2005, Article 250.8 and FAA-STD-019d-2002).
- Tinnerman or similar type clips (FAA-STD-019d-2002).
- Aluminum connection devices.

- Star or split washers **shall not** be installed between conductive surfaces. These washers may be used only under the head and/or nut of the bolt as shown in Figure 5-19.
- The series or daisy chain method of connecting a conductor from one piece of equipment to another and then to the ground bus conductor **shall not** be permitted (FAA-STD-019d-2002). The series or daisy chain method refers to any method of connection whereby the conductors are connected from one chassis, equipment frame or rack connection point to a second chassis, equipment frame or rack connection point and on to a third connection point, creating a series arrangement whereby the removal of the second connection point interrupts the ground path from the first chassis, equipment frame or rack. See Figure 5-20 on page 5-34.
- When attaching two conductors together, or attaching a conductor to a lug, connections **shall not** depend solely on solder (NFPA 70-2005, Articles 250.8 and 250.70) although properly crimped connections may be soldered.
- Crimp connections **shall not** be used on solid conductors unless they are listed and approved for the application.
- Mechanical lugs and clamps (such as set screw lug or clamp) **shall not** be used on solid conductor.
- Conductors **shall not** extend through or beyond the clamp, fitting or lug unless the device is designed and listed to permit this conductor extension.
- Braided conductors **shall not** be used as a ground bus or equipment grounding conductor at any location (FAA-STD-019d-2002).

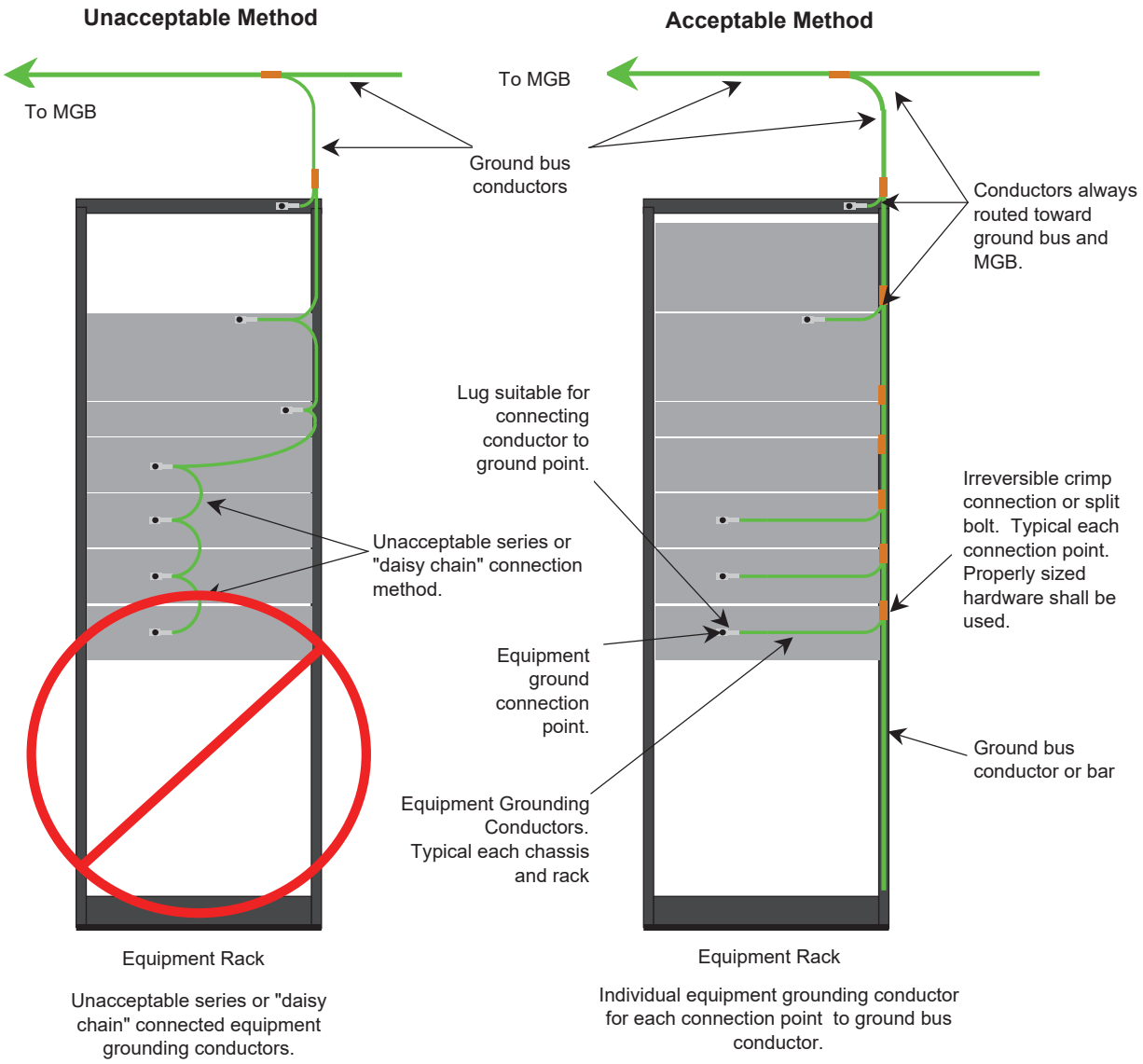


FIGURE 5-20 DAISY CHAIN GROUNDING NOT ALLOWED

5.4.2 BONDING TO EQUIPMENT AND ANCILLARY SUPPORT APPARATUS

All applicable general and below bonding requirements **shall** apply when attaching equipment grounding (earthing) conductors to equipment and ancillary support apparatus:

- Each electronic equipment chassis **shall** have a separate and independent equipment grounding conductor.
- Paint, enamel, lacquer and other electrically non-conductive coatings **shall** be completely removed from threads and bonding surface areas to ensure good electrical continuity (NFPA 70-2005, Article 250.12).

NOTE: Use of a star washer does not alleviate the requirement to remove non-conductive coatings from attachment surfaces because the star washer does not provide enough contact surface area.

- Connections to steel and galvanized steel pipes, conduit or other round member items **shall** be made using a UL 486A listed, bolted clamp with stainless steel securing hardware or other suitable listed means. In high humidity areas, the clamps **shall** be stainless steel or tin-plated UL 486A listed to prevent galvanic corrosion.
- Connections to vibrating or moveable items **shall** be made by using an exothermic weld or a compression-type two-hole lug.
- Connections to structural building steel **shall** be made by using an exothermic weld, listed irreversible high compression-type connection, or listed tin-plated flange-type bonding connector that is equipped with two securing bolts. Figure 5-21 shows examples of flange-type bonding connectors.

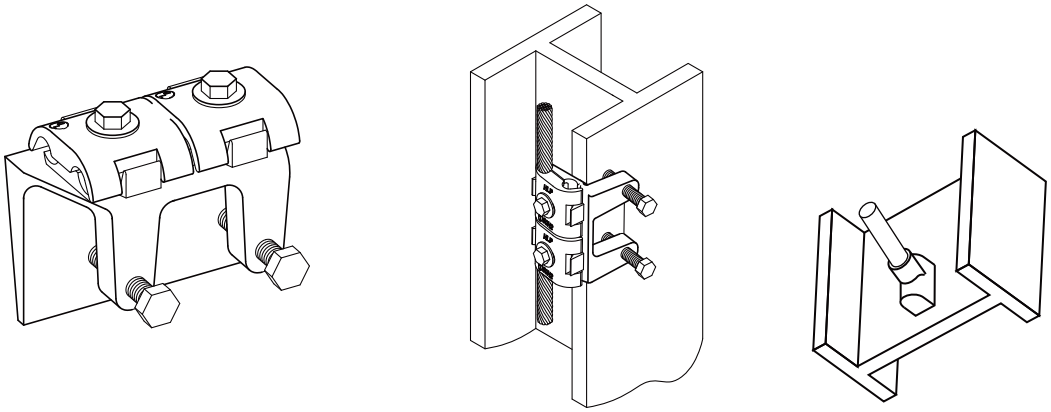


FIGURE 5-21 ACCEPTABLE BUILDING STEEL BONDING CONNECTIONS

- Connections to raised flooring support system **shall** be made using a tin-plated listed compression lug, listed pedestal clamp, or exothermic welding. Where practical the lug should be effectively bonded to the pedestal's upper support plate or to cross connecting stringer. Figure 5-22 shows some examples of acceptable pedestal bonding configurations.

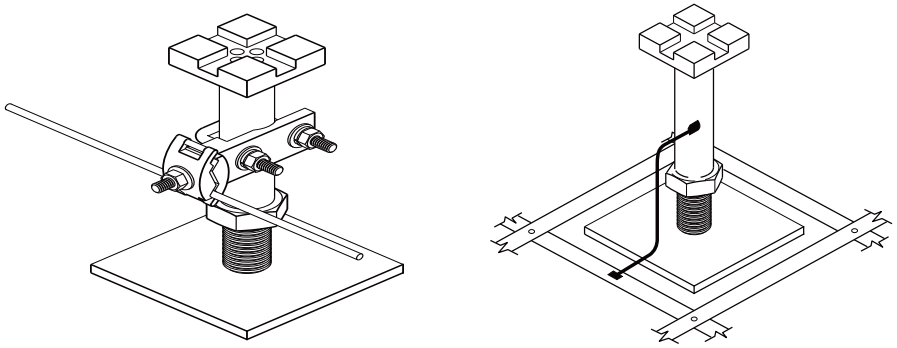


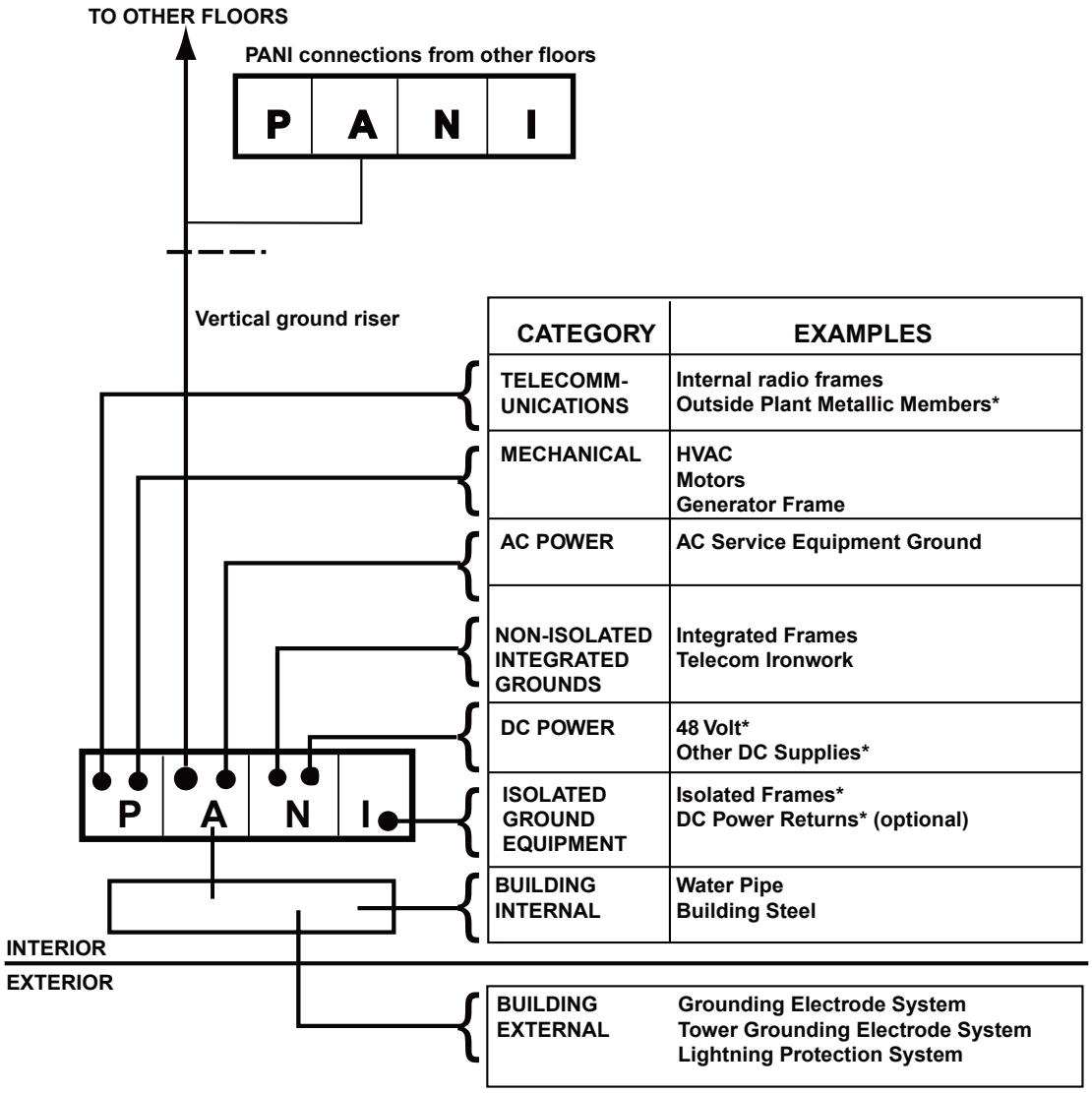
FIGURE 5-22 ACCEPTABLE RAISED FLOORING BONDING CONNECTIONS

5.4.3 BONDING TO THE MGB, SSGB AND RGB

All applicable general bonding requirements and the bonding requirements listed below **shall** apply when attaching grounding (earthing) conductors, grounding electrode conductors, ground bus conductors and equipment grounding conductors to the MGB, SSGB or RGB:

- The MGB grounding conductor(s) **shall** be installed using the shortest and straightest downward-flowing path toward the earth and the grounding electrode system. For examples of grounding conductor routing requirements see Figure 5-8 on page 5-12 and Figure 5-9 on page 5-14.
- All ground bus conductors and equipment grounding conductors bonded directly to the MGB, SSGB or RGB **shall** have a direct path back toward the grounding electrode system.
- Connection of a grounding conductor, grounding electrode conductor, communication bonding backbone conductor and ground bus conductor to the MGB or SSGB **shall** utilize exothermic welding, listed irreversible compression-type connection or listed compression two-hole lug and securing hardware of the proper size for the application unless otherwise specified within this chapter (ANSI-J-STD-607-A-2002).
- Connection of a grounding conductor, grounding electrode conductor and ground bus conductor to the RGB **shall** utilize exothermic welding, listed irreversible compression-type connection, or listed compression lug and securing hardware of the proper size for the application. Listed compression two-hole lugs are preferred.
- Connection of an equipment grounding conductor to the MGB, SSGB or RGB **shall** utilize exothermic welding, listed irreversible compression-type connection, listed compression lug, or listed pressure lug and securing hardware of the proper size for the application. Listed compression two-hole lugs are preferred (ANSI-J-STD-607-A-2002).
- Grounding materials should be of copper or copper alloy. Where other materials are used in conjunction with copper or copper alloy, care **shall** be exercised in providing proper bimetallic couplings to reduce the possibility of galvanic corrosion (ANSI T1.334-2002; ANSI T1.313-2003).
- It is desirable for the MGB, SSGB, and RGB to be electrotin-plated for reduced contact resistance. If not electrotin-plated, the bus bar bonding surface **shall** be cleaned prior to fastening the conductor's connection device. An appropriate type of listed conductive anti-oxidant compound should be applied to the contact area to control corrosion and reduce contact resistance of mechanical and compression-type connections.

Some customers such as cellular operators may require that conductors be bonded to the MGB in a specific sequence or order determined by the conductor's origin or the type of equipment being bonded to the MGB. One of these methods, known as PANI, allocates specific areas of the MGB for bonding surge energy **P**roducers, **A**bsorbers, **N**on-isolated equipment, and **I**solated equipment. An example of this type of configuration is shown in Figure 5-23 and Figure 5-24. This method is not required for compliance with this installation standard and is provided for reference only. See ANSI T1.313-2003 for additional information on this method of bonding to the MGB.



CATEGORY	EXAMPLES
TELECOMM-UNICATIONS	Internal radio frames Outside Plant Metallic Members*
MECHANICAL	HVAC Motors Generator Frame
AC POWER	AC Service Equipment Ground
NON-ISOLATED INTEGRATED GROUNDS	Integrated Frames Telecom Ironwork
DC POWER	48 Volt* Other DC Supplies*
ISOLATED GROUND EQUIPMENT	Isolated Frames* DC Power Returns* (optional)
BUILDING INTERNAL	Water Pipe Building Steel
BUILDING EXTERNAL	Grounding Electrode System Tower Grounding Electrode System Lightning Protection System

NOTE:
Items marked with an asterisk (*) may have ground bars associated with them.

FIGURE 5-23 PANI GROUNDING SYSTEM SEQUENCE

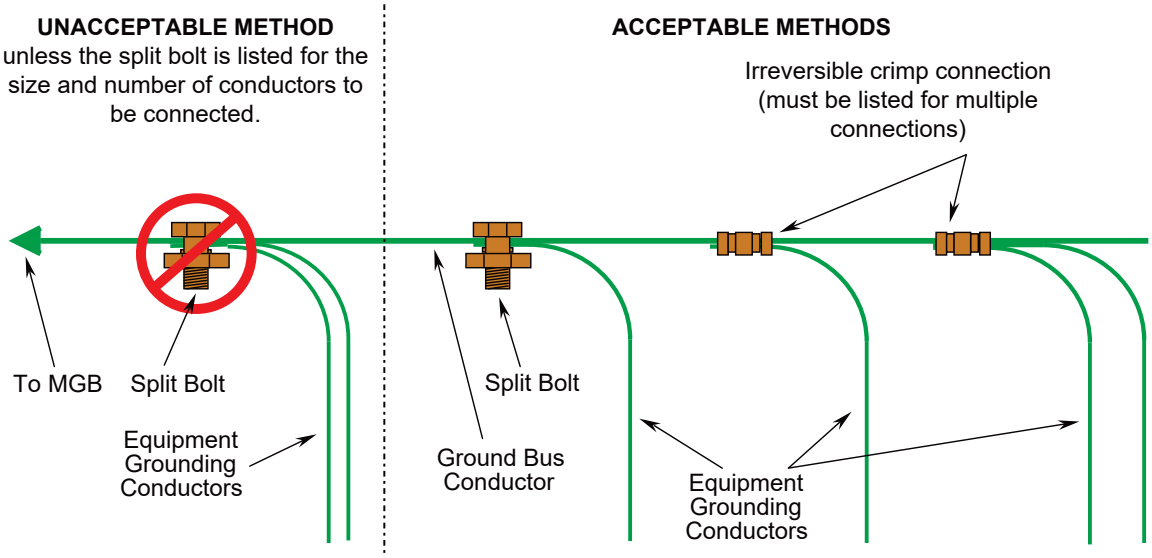
P	A	N	I
Surge Producers	**Surge Absorbers**	**Non IGZ**	**Isolated Ground Zones (IGZ)**
• RF SPD • AC Equip. • Tel. SPD • Cable Shields • ESD	• Building Steel • AC NG Bond • Water Line • Metallic Piping • Concrete Encased Electrode • Ground Rings	• +48VDC GND. • -24VDC GND. • Cable Tray Sys. • Equip. Frame • Battery Racks • Anciliary Equip.	• Logic Ground. • IG Zones

FIGURE 5-24 PANI BUS BAR CONFIGURATION

5.4.4 BONDING TO GROUND (EARTH) BUS CONDUCTORS

All applicable general bonding requirements **shall** apply when attaching ground (earth) bus extension conductors and equipment grounding conductors to a ground bus conductor. The following requirements also apply:

- All ground bus conductors should be installed without splices. Where splices are necessary, the number of splices should be kept to a minimum and they **shall** be accessible and only located in telecommunication spaces. The joined segments **shall** be connected using exothermic welding or listed irreversible compression-type connectors. All bonding joints **shall** be adequately supported and protected from damage (ANSI-J-STD-607-A-2002).
- Ground bus extension conductors **shall** always be routed toward the MGB or SSGB at the point of connection to the ground bus conductor. Ground bus extension conductors **shall** be connected to the ground bus conductor using exothermic welding or listed irreversible compression-type connectors. Connection points **shall** be taped with a suitable green tape or otherwise isolated from contact with the cable tray or other metallic surfaces.
- Equipment grounding conductors **shall** always be routed toward the MGB or SSGB at the point of connection to the ground bus conductor. Equipment grounding conductors **shall** be connected to the ground bus conductor using exothermic welding, listed compression-type connections, or listed split bolt connections. Connection points **shall** be taped with a suitable green tape or otherwise isolated from contact with the cable tray or other metallic surfaces.
- Equipment grounding conductors **shall** be connected so that the removal of a connection will not break the ground path to any other piece of equipment or ancillary support device that may have electrical power applied.
- Multiple connections **shall not** be made to one attachment point on the ground bus conductor unless this connection is made using exothermic welding, listed irreversible compression-type connector or listed split bolt. In all cases the connection means **shall** be listed for the size and number of conductors to be connected.



NOTE: Route all conductors toward the MGB.

FIGURE 5-25 BONDING TO GROUND BUS CONDUCTOR

5.4.5 BONDING TO COMMUNICATION BONDING BACKBONE CONDUCTORS AND GROUNDING (EARTHING) EQUALIZER CONDUCTORS

All applicable general bonding requirements and the requirements below **shall** apply when attaching SSGB grounding (earthing) conductors to a communication bonding backbone conductor or a grounding equalizer conductor.

NOTE: Only SSGBs should be bonded back to a communication bonding backbone conductor or a grounding equalizer conductor. All equipment and ancillary apparatus grounding conductors should be bonded back to the SSGB as described within this chapter.

- All communication bonding backbone conductors should be installed without splices. Where splices are necessary, the number of splices should be kept to a minimum and they **shall** be accessible and only located in telecommunication spaces. The joined segments **shall** be connected using exothermic welding or listed irreversible compression-type connectors. All bonding joints **shall** be adequately supported and protected from damage (ANSI-J-STD-607-A-2002).
- The bonding conductor between the SSGB and the communication bonding backbone or grounding equalizer conductor **shall** be of the same specifications as the communication bonding backbone conductor.
- The bonding conductor between the SSGB and the communication bonding backbone or grounding equalizer conductor **shall** be continuous and routed in the shortest possible straight line path back towards the MGB. If a bend is required in the SSGB bonding conductor, minimum bending radius and angle **shall** be adhered to.

- The SSGB bonding conductor **shall** be connected to the communication bonding backbone conductor or to the grounding equalizer conductor with an exothermic welding or listed irreversible compression-type connection (ANSI-J-STD-607-A-2002)
- When a grounding equalizer conductor is installed as described within this chapter, it **shall** be bonded back to the SSGBs and not to the communication bonding backbone conductors.
- The grounding equalizer conductor **shall** be connected to the SSGBs with exothermic welding, listed compression-type two-hole lugs, or listed irreversible compression type connections.
- Only the far end of a communication bonding backbone conductor may be connected directly to the SSGB. If the communication bonding conductor is connected directly to the SSGB, it **shall** be connected with exothermic welding or irreversible compression type connection. See Figure 5-4 on page 5-7 for an example of this type of grounding system configuration.

5.5 BONDING EQUIPMENT TO INTERNAL GROUNDING (EARTHING) SYSTEM

All equipment and ancillary support apparatus **shall** be bonded to the MGB, SSGB, RGB, ground (earth) bus conductor or internal perimeter ground bus (IPGB) conductor with an equipment grounding conductor as described within this chapter.

TABLE 5-6 BONDING TO THE INTERNAL GROUNDING SYSTEM FROM ITEM TOWARD EARTH

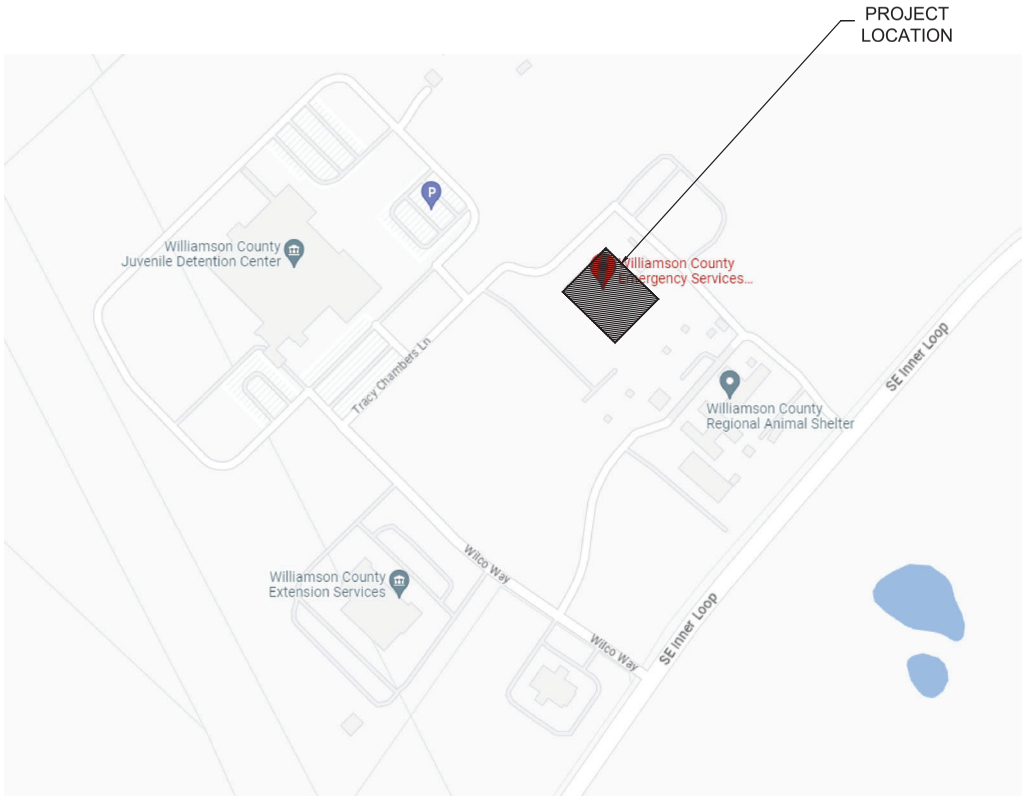
From	To					Minimum Conductor Size Unless Otherwise Specified	
Item	MGB	SSGB	RGB	Ground Bus Conductor	IPGB	35 mm^2 csa (#2 AWG)	16 mm^2 csa (#6 AWG)
SSGB	✔	✔		✔		✔	
RGB	✔	✔	✔	✔		✔	
Equipment ground bus extension	✔	✔	✔	✔		✔	
Equipment cabinet	✔	✔	✔	✔			✔
Equipment rack	✔	✔	✔	✔			
Equipment grounding conductor	✔	✔	✔	✔			✔
Individual system component chassis	✔	✔	✔	✔			✔
Control or Dispatch Centers electronic equipment and metallic parts of furniture	✔	✔	✔	✔			✔

WILLIAMSON COUNTY
ESOC DATA CENTER COOLING UPGRADES

ISSUED FOR CONSTRUCTION
JULY 20, 2023

RAMIREZ-SIMON ENGINEERING, LLC
9805 Whithorn Drive
Houston, Texas 77095
Main: 832.261.1420
Texas Registered Engineering Firm F-14781

GESSNER ENGINEERING
Corporate Office: 401 W 26th Street,
Bryan, Texas, 77803
Main: 1.877.437.7637
Firm Registration Numbers: TBPE F-7451,
TBPLS F-10193910



VICINITY MAP

APPLICABLE CODES AND STANDARDS:

NFPA 1 - FIRE CODE (2020)
NFPA 101 - LIFE SAFETY CODE (2020)
NFPA 72 - NATIONAL FIRE ALARM AND SIGNALING CODE (2020)
INTERNATIONAL BUILDING CODE (IBC 2021)
INTERNATIONAL FIRE CODE (IFC 2021)
INTERNATIONAL MECHANICAL CODE (IMC 2021)
INTERNATIONAL PLUMBING CODE (IPC 2021)
INTERNATIONAL ENERGY CONSERVATION CODE (IECC 2021)
NATIONAL ELECTRICAL CODE (NEC 2020)

ALTERNATES:

BASE BID: REPLACE EXISTING CRAC-1 WITH NEW CRAC-1, ADD ACCU-1 WITH ASSOCIATED CONCRETE PAD, AND PROVIDE ELECTRICAL.
ALTERNATE #1: REPLACE EXISTING CRAC-2 WITH NEW CRAC-2, ADD CRAC-4, ADD ACCU-2 ADD ACCU-4, AND PROVIDE ELECTRICAL.
ALTERNATE #2: REPLACE EXISTING CRAC-3 WITH NEW CRAC-3, ADD ACCU-3, AND PROVIDE ELECTRICAL.
ALTERNATE #3: PROVIDE 20 TON TEMPORARY SUPPLEMENTAL COOLING AHU AND PROVIDE ELECTRICAL.

SHEET LIST

SHEET NO.	SHEET TITLE
G001	GENERAL INFORMATION
S001	STRUCTURAL NOTES
S201	UNIT PAD FOUNDATION PLAN - BASE BID
S501	FOUNDATION DETAILS - BASE BID
M001	MECHANICAL LEGEND AND GENERAL INFORMATION
MD101	MECHANICAL DEMOLITION CRAWL SPACE PLAN - ALT #1
MD201	MECHANICAL DEMOLITION FLOOR PLAN - BASE BID AND ALTERNATES
M101	MECHANICAL RENOVATION CRAWL SPACE PLAN - BASE BID AND ALTERNATES
M201	MECHANICAL RENOVATION FLOOR PLAN - BASE BID AND ALTERNATES
M501	MECHANICAL DETAILS
M701	MECHANICAL SCHEDULES
M801	MECHANICAL CONTROLS
E001	ELECTRICAL LEGEND AND GENERAL INFORMATION
ED201	ELECTRICAL DEMOLITION PLAN - BASE BID AND ALTERNATES
E201	ELECTRICAL RENOVATION PLAN - BASE BID AND ALTERNATES
E501	ELECTRICAL DETAILS
E601	ELECTRICAL ONE LINE DIAGRAM AND SCHEDULES
E701	ELECTRICAL SCHEDULES

FULL SIZE SHEET: 22X34

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SEAL

STATE OF TEXAS
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147201
LICENSED PROFESSIONAL ENGINEER
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07/20/2023

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TBPE F-7451, TBPLS F-10193910

PROJECT INFORMATION

CLIENT NAME:
WILLIAMSON COUNTY 1848

PROJECT NAME:
ESOC Data Center Cooling Upgrades

RSE PROJECT No.
1446

PROJECT ADDRESS:
911 Tracy Chambers Lane
Georgetown, TX 78626

ISSUE

ISSUED FOR CONSTRUCTION
JULY 20, 2023

MARK	DATE	DESCRIPTION

RSE PROJECT NO: 1446

SHEET TITLE

GENERAL INFORMATION

SHEET NUMBER

G001

ABBREVIATION LIST

ADD.	ADDITIONAL	MIN.	MINIMUM
ALT.	ALTERNATIVE	MISC.	MISCELLANEOUS
ARCH.	ARCHITECT, ARCHITECTURAL	MPH	MILES/HOUR
ASI	ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS	N/A	NOT APPLICABLE
BOS	BOTTOM OF STEEL	NS	NON-SHRINK
BP	BASE PLATE	NTE	NOT TO EXCEED
CJ	CONTROL JOINT	NTS	NOT TO SCALE
CJP	COMPLETE JOINT PENETRATION	NWC	NORMAL WEIGHT CONCRETE
CL, ℄	CENTERLINE	OC	ON CENTER
CMU	CONCRETE MASONRY UNIT	OCEW	ON CENTER EACH WAY
COL.	COLUMN	OPP.	OPPOSITE
COMP.	COMPOSITE	PAR.	PARALLEL
CONT.	CONTINUOUS	PEMB	PRE-ENGINEERED METAL BUILDING
CU.	CUBIC	PERP.	PERPENDICULAR
d_b	BAR DIAMETER	PJP	PARTIAL JOINT PENETRATION
DIA., Ø	DIAMETER	PI	PLASTICITY INDEX
EA.	EACH	PLF	LBS/LINEAR FOOT
EJ	EXPANSION JOINT	PSF	LBS/SQUARE FOOT
EMBED.	EMBEDMENT	PSI	LBS/SQUARE INCH
EN	EDGE NAILING	PW	PUDDLE WELD
EOR	ENGINEER OF RECORD	QA	QUALITY ASSURANCE
EP	EMBED PLATE	QC	QUALITY CONTROL
EQ.	EQUAL	QTY.	QUANTITY
EQUIP.	EQUIPMENT	REC.	RECOMMENDED
EXT.	EXTERIOR	REF.	REFERENCE
FFE	FINISH FLOOR ELEVATION	REINF.	REINFORCEMENT
GA.	GAUGE	REQ.	REQUIRED
GALV.	GALVANIZED	RFI	REQUEST FOR INFORMATION
GC	GENERAL CONTRACTOR	SEC.	SECOND
GR.	GRADE	SF	SQUARE FEET
HCA	HEADED CONCRETE ANCHOR	SIM.	SIMILAR
INF.	SQUARE INCHES	SPEC.	SPECIFICATION
INFO.	INFORMATION	STD.	STANDARD
INT.	INTERMEDIATE	T&B	TOP AND BOTTOM
K	KIP (1,000 LBS)	TBS	TO BE SIZED
LBS	POUNDS	THK.	THICKNESS
LG	LIGHT GAUGE	TOC	TOP OF CONCRETE
LW	LIGHT WEIGHT	TOS	TOP OF STEEL
LSL	LAMINATED STRAND LUMBER	TSW	TOP SEAM WELD
LVL	LAMINATED VENEER LUMBER	TYP.	TYPICAL
LW	LIGHT WEIGHT	UNO	UNLESS NOTED OTHERWISE
MAX.	MAXIMUM	US	UNDERSIDE
MECH.	MECHANICAL	W/	WITH
MEP	MECHANICAL ELECTRICAL PLUMBING	W/C	WATER-CEMENT RATIO
MFR	MANUFACTURER	W/O	WITHOUT
MIL	0.001"	WWF	WELDED WIRE FABRIC

GENERAL

1. STRUCTURAL DESIGN BASED ON MECHANICAL ENGINEERING PLANS PROVIDED BY RAMIREZ-SIMON RECEIVED JUNE 7, 2023.
2. FOR REFERENCED STANDARDS OF DESIGN AND CONSTRUCTION REFER TO CHAPTER 35 OF THE INTERNATIONAL BUILDING CODE (IBC). WHERE OTHER STANDARDS ARE NOTED IN THE DRAWINGS, USE THE LATEST EDITION OF THE STANDARD UNLESS A SPECIFIC DATE IS INDICATED. REFERENCE TO A SPECIFIC SECTION IN A CODE DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE ENTIRE STANDARD. ALL SPECIFICATIONS AND CODES NOTED SHALL BE THE LATEST APPROVED EDITIONS AND REVISIONS BY THE AUTHORITY HAVING JURISDICTION OVER THIS PROJECT.
3. WHERE CONFLICTS EXISTS AMONG THE VARIOUS PARTS OF THE STRUCTURAL CONTRACT DOCUMENTS, STRUCTURAL DRAWINGS, GENERAL NOTES, AND SPECIFICATIONS, THE STRICTEST REQUIREMENTS SHALL GOVERN, UNLESS APPROVED OTHERWISE.
4. STRUCTURAL DRAWINGS SHALL BE COORDINATED WITH MECHANICAL, ELECTRICAL, PLUMBING, CIVIL, AND ARCHITECTURAL DRAWINGS. WHERE DISCREPANCIES OCCUR BETWEEN STRUCTURAL DOCUMENTS AND OTHER DISOPLINES, THE STRUCTURAL ENGINEER SHALL BE CONTACTED.
5. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO OBTAIN ALL CONTRACT DOCUMENTS AND LATEST RFI, ASI, AND/OR ADDENDA AND TO SUBMIT SUCH DOCUMENTS TO ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS PRIOR TO THE SUBMITTAL OF SHOP DRAWINGS, FABRICATION OF ANY STRUCTURAL MEMBERS, OR CONSTRUCTION.
6. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL FIELD VERIFY STRUCTURES NOTED IN THE DRAWINGS AS EXISTING. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT AND STRUCTURAL ENGINEER.
7. DO NOT SCALE DRAWINGS FOR QUANTITY, LENGTH, OR FIT OF MATERIALS.
8. THE STRUCTURAL DRAWINGS ARE INTENDED TO SHOW THE GENERAL CHARACTER AND EXTENT OF THE PROJECT AND ARE NOT INTENDED TO SHOW ALL DETAILS OF THE WORK. DETAILS, SECTIONS, AND NOTES SHOWN ON THESE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR CONDITIONS ELSEWHERE UNLESS NOTED OR SHOWN OTHERWISE. IF LOCATIONS ARE FOUND WHERE NO TYPICAL OR SPECIFIC DETAIL OR TYPICAL SCHEDULE APPLIES, NOTIFY THE ARCHITECT AND STRUCTURAL ENGINEER.
9. THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND ALL JOB RELATED SAFETY STANDARDS SUCH AS OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA). THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING, BUT NOT LIMITED TO, ADEQUATE EXCAVATION PROCESS, SHORING, BRACING, AND ERECTION PROCEDURES COMPLYING WITH NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
10. THE STRUCTURE HAS BEEN DESIGNED FOR THE LOADS IDENTIFIED WITHIN THESE STRUCTURAL DRAWINGS THAT ARE ANTICIPATED TO BE APPLIED TO THE FINAL STRUCTURE ONCE COMPLETED AND OCCUPIED.
    A. THESE DRAWINGS DO NOT DEPICT ANY SECONDARY STRUCTURAL ELEMENTS WHICH MAY BE REQUIRED UNLESS SPECIFICALLY NOTED OTHERWISE. SECONDARY STRUCTURAL ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO SUPPORT BEAMS ABOVE THE PRIMARY ROOF STRUCTURE TO SUPPORT MECHANICAL EQUIPMENT, ROOFTOP MECHANICAL CURBS, ELEVATOR SUPPORT RAILS AND BEAMS, RETAINING WALLS INDEPENDENT OF THE PRIMARY BUILDING, LIGHT POLE OR FLAG POLE FOUNDATIONS, ANCHORAGE AND SUPPORT OF MECHANICAL AND ELECTRICAL EQUIPMENT/PIPING/DUCTWORK, NON-BEARING PARTITIONS, GUARD RAILS AND POSTS, STAIR FRAMING, STAIR RAILINGS, AND EXTERIOR CURTAIN WALLS AND CLADDING.
    B. THE CONTRACTOR IS RESPONSIBLE FOR CHECKING THE ADEQUACY OF THE STRUCTURE TO SUPPORT ANY APPLIED CONSTRUCTION LOADS, INCLUDING, BUT NOT LIMITED TO: THOSE DUE TO CONSTRUCTION VEHICLES OR EQUIPMENT, MATERIAL HANDLING OR STORAGE, SHORING OR RESHORING, AND ANY OTHER CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL CONTACT GESSNER ENGINEERING FOR ANY CONSTRUCTION LOADS THAT ARE IN EXCESS OF THE STATED DESIGN LOADS.
    C. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED FLOORS OR ROOFS AND SHALL NOT EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT. DO NOT IMPACT POURED OR ERECTED FLOORS OR ROOFS WHEN PLACING MATERIALS.
11. THE BUILDING OWNER SHALL ESTABLISH A PLANNED PROGRAM OF MAINTENANCE TO ENSURE STRUCTURAL INTEGRITY FROM EXPOSURE TO THE ENVIRONMENT. THIS PROGRAM SHALL INCLUDE, BUT IS NOT LIMITED TO: PAINTING OF STRUCTURAL STEEL, PROTECTIVE COATING FOR CONCRETE, SEALANTS, CAULKED JOINTS, EXPANSION JOINTS, CONTROL JOINTS, SPALLS AND CRACKS IN CONCRETE, AND PRESSURE WASHING OF EXPOSED STRUCTURAL ELEMENTS EXPOSED TO A CORROSIVE ENVIRONMENT.

DESIGN CRITERIA

1. THE STRUCTURE IS DESIGNED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE (IBC), 2015 EDITION.
2. DEAD LOADS:
    A. DESIGN DEAD LOADS INCLUDE THE WEIGHT OF THE STRUCTURE, MATERIALS, COMPONENTS, PERMANENT FIXTURES, 4 PSF MECHANICAL DUCT ALLOWANCE, AND 15 PSF PARTITION LOAD.
    B. LOADING FOR MECHANICAL AND ELECTRICAL EQUIPMENT IS BASED ON THE WEIGHTS OF ASSUMED EQUIPMENT AS INDICATED ON THE STRUCTURAL DRAWINGS (INCLUDING THE WEIGHT OF CONCRETE PADS WHERE INDICATED ON MEP DRAWINGS). ANY DISCREPANCIES OR CHANGES IN THE TYPE, SIZE, LOCATION, OR NUMBER OF PIECES OF EQUIPMENT SHOULD BE REPORTED TO THE STRUCTURAL ENGINEER FOR VERIFICATION OF THE ADEQUACY OF SUPPORTING MEMBERS PRIOR TO PLACEMENT OF EQUIPMENT.
3. LIVE LOADS:
    A. FOOTNOTES ACCORDING TO THE IBC AND ASCE 7 SHALL PERTAIN AS APPLICABLE.
    B. IN AREAS WHERE PARTITIONS ARE ERECTED OR WILL BE REARRANGED, AN ALLOWANCE OF 15 PSF HAS BEEN MADE FOR PARTITIONS AS A UNIFORMLY DISTRIBUTED LIVE LOAD WHERE THE LIVE LOAD AS STATED BELOW IS 80 PSF OR LESS.
    C. DESIGN LIVE LOADS ARE BASED ON THE MORE RESTRICTIVE OF THE UNIFORM LOAD LISTED BELOW OR THE CONCENTRATED LOAD LISTED ACTING OVER AN AREA 2' - 6" SQUARE OR, IN THE CASE OF PARKING GARAGES 20 IN², OR STAIR TREADS, 4 IN².
    D. LIVE LOADS HAVE BEEN REDUCED USING THE STANDARD PROCEDURE FROM THE ABOVE REFERENCE CODES.
    E. FOR LIVE LOADS EXCEEDING 100 PSF, NO REDUCTION HAS BEEN MADE, EXCEPT THAT THE DESIGN LIVE LOAD ON MEMBERS SUPPORTING (2) OR MORE FLOORS HAS BEEN REDUCED A MAXIMUM OF 20% BUT THE LIVE LOAD IS NOT TO BE LESS THAN APPLICABLE REDUCTION LIMITS.

CATEGORY	UNIFORM	CONCENTRATED
• MECHANICAL PADS	150 PSF	NOTE 1

FOOTNOTES:
1. DESIGN CONCENTRATED LOAD IS THAT REQUIRED BY ASSUMED EQUIPMENT WEIGHT.

4. GEOTECHNICAL DESIGN CRITERIA:
    A. SOIL DESIGN PARAMETERS BELOW ARE BASED ON THE GEOTECHNICAL DATA FOR THE PROJECT LOCATION BASED ON IBC PRESUMPTIVE BEARING CAPACITY VALUES, TABLE 1806.2.
    B. THE FOLLOWING DESIGN INFORMATION IS PROVIDED SOLELY FOR REFERENCE AND IS NOT INTENDED TO SUPERCEDE ANY INFORMATION PROVIDED IN A RELEVANT GEOTECHNICAL REPORT. SHOULD DISCREPANCIES EXIST THROUGHOUT THE DRAWINGS RELATIVE TO THE GEOTECHNICAL REPORT, THE CONTRACTOR SHALL CONTACT GESSNER ENGINEERING FOR ADDITIONAL INFORMATION.
    C. ALLOWABLE BEARING CAPACITIES:

		CAPACITY (PSF)
SHALLOW BEARING	STRIP FOOTING (FS = 3)	1,500
	ISOLATED FOOTING (FS = 3)	1,500
DRILLED PIERS	END BEARING	N/A
	SKIN FRICTION	N/A

NOTES
1. FACTOR OF SAFETY (FS) = (TOTAL LOAD)
2. CAPACITIES LISTED REFLECT THOSE SHOWN IN THE GEOTECHNICAL REPORT.
3. REF. DETAILS FOR MINIMUM BEARING DEPTHS.

SPECIAL INSPECTIONS AND REPORTS

1. SPECIAL INSPECTIONS AND TESTING SHALL BE DONE IN ACCORDANCE WITH THE STATEMENT OF SPECIAL INSPECTIONS PER IBC CHAPTER 17, AS APPLICABLE PER THE FOLLOWING CRITERIA.
2. THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE (RDPIRC) FOR THIS PROJECT SHALL BE DESIGNATED BY THE OWNER. SUBMIT ALL SPECIAL INSPECTION REPORTS DIRECTLY TO THE RDPIRC AND BUILDING OFFICIAL FOR REVIEW. THE RDPIRC SHALL FORWARD ALL THE STRUCTURALLY RELATED SPECIAL INSPECTION REPORTS TO THE STRUCTURAL ENGINEER FOR REVIEW.
3. SPECIAL INSPECTORS SHALL BE CONTRACTED BY THE OWNER OR THE OWNER'S AUTHORIZED AGENT. SPECIAL INSPECTORS SHALL BE QUALIFIED PER THE REQUIREMENTS LISTED IN SECTION 1704.2.
4. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL TESTING, INSPECTIONS, AND NOTIFYING THE ARCHITECT/ENGINEER, SPECIAL INSPECTORS, AND BUILDING OFFICIAL PER SECTION 110.3, OF WORK READY FOR INSPECTION. THE GENERAL CONTRACTOR MUST PROVIDE ACCESS TO AND MEANS FOR PROPER INSPECTION OF SUCH WORK.
5. THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED FOR CONFORMANCE WITH THE APPROVED, MOST CURRENT DESIGN DOCUMENTS AND SPECIFICATIONS, AND SHALL PROVIDE REPORTS TO THE BUILDING OFFICIAL, THE ARCHITECT/ENGINEER, AND OTHER DESIGNATED PERSONS.
6. THE SPECIAL INSPECTOR SHALL REPORT ALL DISCREPANCIES TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, THEN IF UNCORRECTED, TO THE PROPER DESIGN AUTHORITY AND TO THE BUILDING OFFICIAL.
7. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS, TO THE BEST OF THE INSPECTOR'S KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND APPLICABLE STANDARDS OF QUALITY AND WORKMANSHIP OF THE IBC.
8. ADDITIONAL INSPECTIONS MAY BE REQUIRED BY THE GOVERNING JURISDICTION. THE BELOW REQUIREMENTS ARE MINIMUM PROJECT STANDARDS.
9. STRUCTURAL OBSERVATIONS SHALL BE PERFORMED BY A LICENSED DESIGN PROFESSIONAL OR THEIR REPRESENTATIVE DURING PERIODIC SITE VISITS. THESE OBSERVATIONS DO NOT CONSTITUTE A SPECIAL INSPECTION. STRUCTURAL OBSERVATIONS SHALL BE PERFORMED FOR THE WORK LISTED BELOW:
    A. CONCRETE CONSTRUCTION
    OBSERVE PLACEMENT OF REINFORCING STEEL, ANCHOR RODS, AND OTHER EMBEDDED COMPONENTS PRIOR TO PLACEMENT OF CONCRETE.

10. SPECIAL INSPECTIONS REQUIRED FOR THIS PROJECT INCLUDE, BUT ARE NOT LIMITED TO:
    A. CONCRETE CONSTRUCTION (PER IBC SECTION 1705.3)
        1. PERIODIC INSPECTIONS:
            a. PLACEMENT OF STEEL REINFORCEMENT.
            b. WELDING OF STEEL REINFORCEMENT.
            c. PLACEMENT OF HEADED BOLTS AND EMBEDDED FABRICATIONS.
            d. VERIFY USE OF REQUIRED DESIGN MIXTURE.
            e. VERIFY CURING PROCEDURES AND MAINTENANCE OF CURING TEMPERATURE.
            f. VERIFY CONCRETE STRENGTH BEFORE REMOVAL OF SHORES AND FORMS FROM BEAMS AND SLABS.
        2. CONTINUOUS INSPECTIONS:
            a. PLACEMENT OF CONCRETE.
            b. FABRICATION OF SPECIMENS FOR STRENGTH TEST; MINIMUM (1) SET FOR 100 YDS.
            c. DETERMINATION OF SLUMP, AIR CONTENT, AND TEMPERATURE.
    B. SOILS CONSTRUCTION (PER IBC SECTION 1705.6)
        1. PERIODIC INSPECTIONS:
            a. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.
            b. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.
            c. INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY PRIOR TO PLACEMENT OF COMPACTED FILL.
            d. PERFORM CLASSIFICATION AND TESTING OF MATERIALS TO BE USED FOR FILL.
        2. CONTINUOUS INSPECTIONS:
            a. VERIFY USE OF PROPER MATERIALS, MOISTURE CONTENT, DENSITIES, AND LIFT THICKNESS DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.
            b. REVIEW APPROVED GEOTECHNICAL REPORT FOR COMPLIANCE AND ADDITIONAL TESTING REQUIREMENTS.

GENERAL FOUNDATION

1. DIMENSIONS OF FOUNDATION ELEMENTS INDICATE MINIMUM ACCEPTABLE SIZES. LARGER SIZES FORMED BY LESS ACCURATE CONSTRUCTION MAY REQUIRE ADDITIONAL REINFORCING NOT SHOWN, WHICH SHALL BE DETERMINED BY THE STRUCTURAL ENGINEER DURING THE CONSTRUCTION OBSERVATION PROCESS. CUT HAUNCHES ON EACH SIDE OF TRENCHES OF ADEQUATE SIZE TO MAINTAIN THE VERTICAL SIDES OF THE TRENCH.
2. GRADE BEAMS AND FOOTINGS SHALL BEAR A MINIMUM OF 12" INTO COMPACTED STRUCTURAL FILL OR COMPETENT NATIVE SOILS. REDUCED PENETRATION DEPTHS INTO BEDROCK SHALL BE PER THE GEOTECHNICAL REPORT OR A MINIMUM OF 3". WHERE NOTED, FOUNDATIONS SHALL BE CONSTRUCTED ON APPROVED VOID FORMS.
3. PLACE MEP LINES BELOW SLABS AND OUTSIDE OF GRADE BEAMS AND FOOTINGS. DO NOT PLACE LINES IN OR PARALLEL WITH OR WITHIN LEVEL BELOW GRADE BEAMS AND FOOTINGS. REFERENCE TYPICAL DETAILS FOR ALLOWABLE PENETRATIONS PERPENDICULAR TO GRADE BEAMS, FOOTINGS AND SLABS. PROVIDE PROTECTION OF MEP LINES CROSSING GRADE BEAMS OR PROJECTING THROUGH THE SLAB TO ALLOW FOR FOUNDATION MOVEMENT.
4. A 2" - 4" PERVIOUS SAND OR GRANULAR LAYER MAY BE PLACED UNDER THE SLAB AT THE CONTRACTOR'S DISCRETION.
5. EXTEND FORMWORK AT LEAST 6" BELOW THE FINISHED GRADE ELEVATION AT PERIMETER BEAMS.
6. A VAPOR RETARDER SHALL BE PLACED UNDER ALL FOUNDATION CONCRETE.
    A. AT A MINIMUM THE VAPOR RETARDER SHALL CONFORM TO IBC "CLASS I" WITH A PERMEANCE OF 0.1 PERMS OR LESS, ASTM E1745 "CLASS C", AND ACI 302.2R WITH A MINIMUM THICKNESS OF 10 MIL. WHERE ARCHITECTURAL PLANS CALL FOR SENSITIVE FLOOR MATERIALS, A VAPOR RETARDER EXCEEDING THE ABOVE SPECIFICATIONS MAY BE REQUIRED.
    B. VAPOR RETARDERS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM E1643, WITH THE MATERIAL CONTINUOUS BELOW FOUNDATION CONCRETE AREAS AND WITH JOINTS LAPPED AT LEAST 6", OR AS INSTRUCTED BY THE MANUFACTURER.
    C. SEAMS, TEARS, AND PENETRATIONS IN THE VAPOR RETARDER SHALL BE SEALED WITH THE MANUFACTURER'S RECOMMENDED ADHESIVE OR PRESSURE SENSITIVE TAPE.
    D. AT SLAB EDGES THE VAPOR RETARDER SHALL BE SEALED TO THE EXTERIOR FACE OF THE PERIMETER FOUNDATION ELEMENT.
7. EXPANSION JOINTS SHALL BE FORMED BY A BITUMINOUS FILLER MATERIAL, COMPLYING WITH ASTM D1751, ASPHALT-SATURATED CELLULOSIC FIGURE. SET 1/2" - 1" BELOW THE SURFACE IN ORDER TO FILL THE JOINT WITH A FLEXIBLE JOINT FILLER. EXTERIOR JOINTS SHALL BE SEALED WITH A TRAFFIC GRADE SEALANT.

REINFORCEMENT

1. ALL REINFORCEMENT WORK SHALL CONFORM TO THE FOLLOWING STANDARDS AND ANY STANDARDS REFERENCED THEREIN:
    A. ACI 318 - BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
    B. ACI 315 - DETAILS AND DETAILING OF CONCRETE REINFORCEMENT.
2. MATERIALS SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:
    A. REINFORCEMENT - ASTM A615 GRADE 60.
    B. WELDED WIRE FABRIC - ASTM A185, SMOOTH, FLAT SHEET.
3. LAPS AND SPLICES IN REINFORCING BARS SHALL BE A MINIMUM OF 60 BAR DIAMETERS.
4. BARS #3, #4, AND #5 MAY BE COLD BENT IN THE FIELD. FIELD BENDING BEYOND #5 IS NOT PERMISSIBLE.
5. REINFORCEMENT SHALL BE ADEQUATELY SECURED BY WIRE TIES AND SUPPORTED BY PLASTIC, METAL, OR MASONRY SUPPORTS. SPACING OF SUPPORTS SHALL BE AS NECESSARY TO PREVENT SAGGING OF THE REINFORCEMENT UNDER THE WEIGHT OF CONSTRUCTION WORKERS AND WET CONCRETE.
6. WHERE REINFORCEMENT MUST TRANSITION BETWEEN STEPPED ELEMENTS, SLOPE SHALL NOT BE GREATER THAN 1:6 UNLESS NOTED OTHERWISE.
7. CLEAN REINFORCEMENT OF LOOSE RUST AND MILL SCALE, EARTH, ICE, OR OTHER FOREIGN MATERIALS THAT MAY REDUCE BOND TO CONCRETE.
8. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT FOR CAST-IN-PLACE CONCRETE CONSTRUCTION:

CONCRETE STRUCTURE	INTERIOR			EXTERIOR		
	TOP	SIDE	BOTTOM	TOP	SIDE	BOTTOM
BEAMS	1 1/2"	1 1/2"	1 1/2"	2"	2"	2"
COLUMNS	1 1/2"	1 1/2"	1 1/2"	2"	2"	2"
GRADE BEAMS/FOOTING W/O VAPOR RETARDER	1 1/2"	N/A	N/A	3"	3"	3"
GRADE BEAMS/FOOTING W/ VAPOR RETARDER	1 1/2"	2"	2"	2"	2"	2"
SLAB ON GRADE	3/4"	2"	2"	2"	2"	2"
WALLS	1 1/2"	1 1/2"	1 1/2"	2"	2"	2"
WIDE PAN JOIST (BEAMS)	1 1/2"	1 1/2"	1 1/2"	2"	2"	2"
DRILLED PIERS	N/A	N/A	N/A	3"	3"	3"

NOTES: "EXTERIOR" IS EXPOSURE TO EARTH OR WEATHER.

SLAB-ON-GRADE SITE PREPARATION

1. ALL FILL PLACED BELOW THE FOUNDATION SLAB SHALL BE SELECT FILL CONSISTING OF A LOW PLASTICITY CLAYEY SOIL WITH A PLASTICITY INDEX BETWEEN 8 AND 18, A MAXIMUM GRAVEL CONTENT OF 40%, AND ROCKS NO LARGER THAN 2" IN THEIR LARGEST DIMENSION. ALTERNATIVELY, A CRUSHED LIMESTONE BASE MATERIAL MEETING THE REQUIREMENTS OF THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) 2014 STANDARD SPECIFICATIONS ITEM 247, TYPE A, GRADE 3 MAY BE USED.
2. THE BUILDING PAD SHALL EXTEND A MINIMUM OF 3' - 0" FROM THE EDGE OF THE BUILDING FOOTPRINT IN ALL DIRECTIONS.
3. CONSTRUCTION AREAS SHALL BE STRIPPED OF ALL VEGETATION, LOOSE TOPSOIL, SURFICIAL CONCRETE, ETC. SUBGRADE SOILS SHALL BE REMOVED BELOW EXISTING GRADE IN ACCORDANCE WITH THE "MINIMUM EXCAVATION DEPTH" NOTED BELOW. ROOTS OF TREES WITHIN THE CONSTRUCTION AREAS SHALL BE EXCAVATED AND REMOVED UNLESS APPROVED OTHERWISE.
4. SLOPING SITES SHALL BE BROUGHT TO A LEVEL CONDITION TO MEET THE LOWEST EXCAVATED ELEVATION TO ALLOW FOR A UNIFORM DEPTH BUILDING PAD.
5. WHERE REQUIRED, SOIL STABILIZATION SHALL BE PERFORMED IN ACCORDANCE WITH GEOTECHNICAL RECOMMENDATIONS TO THE "STABILIZATION DEPTH" NOTED BELOW.
6. ONCE FINAL SUBGRADE ELEVATION HAS BEEN ACHIEVED, EXPOSED SOIL SUBGRADE AREAS SHALL BE PROOF ROLLED WITH A 15 TON ROLLER (MINIMUM) OR EQUIVALENT EQUIPMENT AS APPROVED BY THE GEOTECHNICAL ENGINEER. WEAK AREAS DETECTED DURING THE PROOF ROLLING PROCESS SHALL BE REMOVED AND REPLACED WITH SOILS EXHIBITING SIMILAR CLASSIFICATION, MOISTURE CONTENT, AND DENSITY AS THE ADJACENT IN SITU SOILS.
7. SELECT FILL SHALL BE COMPACTED IN PLACE TO FORM A LEVEL BUILDING PAD IN ACCORDANCE WITH THE "MINIMUM REPLACEMENT DEPTH" NOTED BELOW.
8. ALL SELECT FILL SHALL BE PLACED ON PREPARED SURFACES IN LIFTS NOT TO EXCEED 8" IN LOOSE MEASURE, WITH COMPACTED THICKNESS NOT TO EXCEED 6".
9. SELECT FILL SHALL BE COMPACTED TO AT LEAST 95% OF THE STANDARD PROCTOR (ASTM D 698) DENSITY AT A MOISTURE CONTENT RANGING WITHIN 2% OF OPTIMUM MOISTURE CONTENT FOR DEPTHS OF 3' - 0" OR LESS. IF FILL IN EXCESS OF 3' - 0" IS REQUIRED, ALL STRUCTURAL AND SELECT FILL DEEPER THAN 3' - 0" SHALL BE COMPACTED TO 99% OF STANDARD PROCTOR (ASTM D 698).
10. SLOPES ADJACENT TO FOUNDATIONS SHALL FALL A MINIMUM OF 6" IN THE FIRST 10' - 0". WHERE SITES DO NOT ALLOW THIS, DRAINAGE SYSTEMS SHALL BE IMPLEMENTED TO ACCOMMODATE THE RUNOFF.
11. FOR SITE AREAS NOT BELOW PAVEMENTS OR GROUND SUPPORTED STRUCTURES, A CLAY CAP SHALL BE PLACED AROUND THE PERIMETER OF THE STRUCTURE FOR THE TOP 12" OF ADJACENT GRADE TO EXTEND TO THE EDGE OF THE BUILDING PAD ON ALL SIDES. THE SOILS USED FOR THE CLAY CAP SHALL HAVE A MINIMUM PI OF 30 AND COMPACTED TO AT LEAST 95% OF THE STANDARD PROCTOR (ASTM 698) DENSITY AT A MOISTURE CONTENT RANGING WITHIN 2% OF OPTIMUM MOISTURE CONTENT.

MINIMUM EXCAVATION DEPTH	0' - 6"
STABILIZATION DEPTH	N/A
MINIMUM REPLACEMENT DEPTH	1' - 0"

CONCRETE

1. ALL CONCRETE WORK SHALL CONFORM TO THE FOLLOWING STANDARDS AND ANY STANDARDS REFERENCED THEREIN.
    • ACI 301 - SPECIFICATIONS FOR STRUCTURAL CONCRETE
    • ACI 117 - SPECIFICATIONS FOR TOLERANCES FOR CONCRETE CONSTRUCTION AND MATERIAL S
    • ACI 318 - BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
2. CONCRETE SHALL BE IN ACCORDANCE WITH THE TABLES BELOW UNLESS NOTED OTHERWISE.

CONCRETE MIX SCHEDULE

CLASS	28 DAY STRENGTH (f'_c) (PSI)	MAX. W/C	SLUMP	MAX. AGGREGATE SIZE	AIR CONTENT
B	3,000	0.55	4" - 6"	1 1/2"	3% - 6%
G	3,000	0.50	4" - 6"	3/4"	-

NOTES:
1. CONCRETE SHALL BE NORMAL WEIGHT UNLESS NOTED OTHERWISE.
2. FLY ASH MAY BE USED UP TO 25% REPLACEMENT OF PORTLAND CEMENT, EXCEPT AT POLISHED SLABS (LIMITED TO 15%) OR ARCHITECTURALLY EXPOSED CONCRETE (VERIFY WITH ARCHITECT).
3. ALL MIXES SHALL UTILIZE A WATER REDUCING ADMIXTURE.
4. AT POLISHED CONCRETE FINISHES, USE OF CURING COMPOUNDS IS NOT ALLOWED UNLESS SPECIFICALLY APPROVED BY THE ARCHITECT AND POLISHING SYSTEM MANUFACTURER.
5. SLUMP SHALL BE DETERMINED AT POINT OF PLACEMENT.
6. FOR TOPPING SLAB LESS THAN 2" THICK, CONTRACTOR SHALL SUBMIT PROPRIETARY MIX DESIGN AND PREPARATION PROCEDURE FOR APPROVAL.

USE	CLASS
GRADE BEAMS	B
SLAB ON-GRADE	B
FOOTINGS	B
HOUSEKEEPING PADS	G

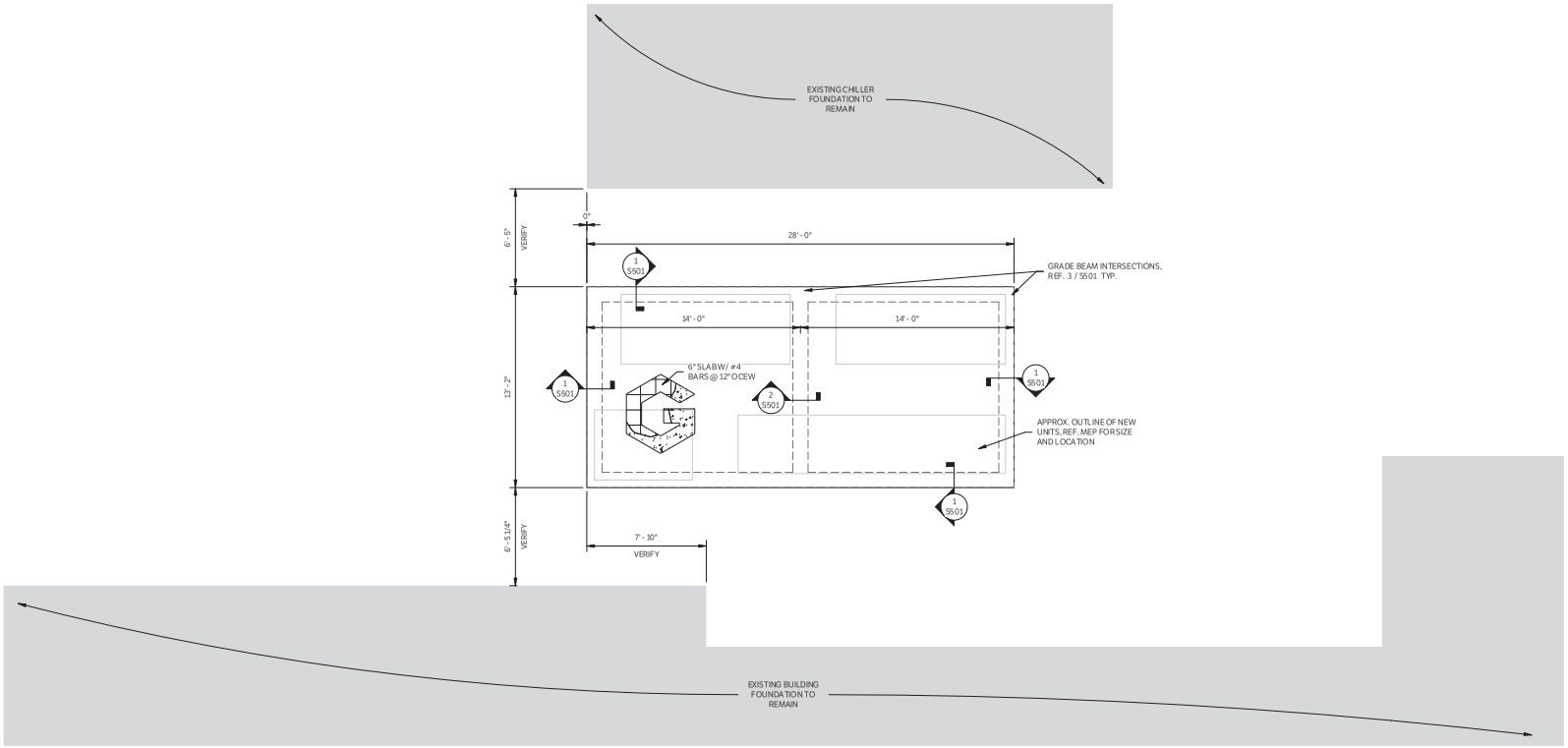
3. MATERIALS SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:
    • READY-MIXED CONCRETE - ASTM C94
    • PORTLAND CEMENT - ASTM C150, TYPE I/II
    • FLY ASH - ASTM C618, CLASS F OR C
    • NORMAL WEIGHT AGGREGATES - ASTM C33
    • LIGHT WEIGHT AGGREGATES - ASTM C330
    • WATER - ASTM C1602
    • WATER-REDUCING, PLASTICIZING, AND RETARDING ADMIXTURE - ASTM C494
    • AIR ENTRAINING ADMIXTURE - ASTM C260
    • CURING COMPOUNDS - ASTM C309, TYPE 1, CLASS B
    • FLOOR SEALERS, HARDENERS, FINISHES, AND COVERINGS SHALL BE COMPATIBLE WITH CONCRETE PROPERTIES
4. READY-MIXED CONCRETE SHALL BE FURNISHED WITH BATCH TICKET INFORMATION. PROJECT-SITE MIXING IS NOT ACCEPTABLE.
5. PLACEMENT OF CONCRETE SHALL BE COMPLETED WITHIN 90 MINUTES AFTER THE INTRODUCTION OF THE MIXING WATER, PER ASTM C94.
6. COLD WEATHER CONCRETE PLACEMENT SHALL COMPLY WITH ACI 306.1 AND AS FOLLOWS:
    A. WHEN AVERAGE HIGH AND LOW TEMPERATURE IS EXPECTED TO FALL BELOW 40° F FOR (3) CONSECUTIVE DAYS, MAINTAIN DELIVERED CONCRETE MIX TEMPERATURE WITHIN THE TEMPERATURE RANGE REQUIRED BY ACI 301.
    B. DO NOT USE OR PLACE CONCRETE ON FROZEN MATERIALS OR MATERIALS CONTAINING ICE OR SNOW.
    C. DO NOT USE CALCIUM CHLORIDE, SALT, OR OTHER MATERIALS CONTAINING ANTIFREEZE AGENTS OR CHEMICAL ACCELERATORS UNLESS APPROVED IN MIX DESIGNS.
    D. PROTECT CONCRETE WORK FROM PHYSICAL DAMAGE OR REDUCED STRENGTH THAT COULD BE CAUSED BY FROST, FREEZING ACTIONS, OR LOW TEMPERATURES.
7. HOT WEATHER CONCRETE PLACEMENT SHALL COMPLY WITH ACI 305.1 AND AS FOLLOWS:
    A. MAINTAIN CONCRETE TEMPERATURE BELOW 95° F AT TIME OF PLACEMENT.
    B. CHILLED MIXING WATER OR CHOPPED ICE MAY BE USED TO CONTROL TEMPERATURE, PROVIDED WATER EQUIVALENT OF ICE IS CALCULATED TO TOTAL AMOUNT OF MIXING WATER.
8. BEFORE TEST SAMPLING AND PLACING OF CONCRETE, WATER MAY BE ADDED TO THE PROJECT SITE, SUBJECT TO THE LIMITATIONS OF ACI 301. DO NOT ADD WATER TO THE CONCRETE AFTER ADDING HIGH-RANGE WATER-REDUCING ADMIXTURES.
9. SECURELY POSITION ALL ITEMS TO BE CAST IN PLACE SUCH AS REINFORCING DOWELS, ANCHORS, SLEEVES, ETC. PRIOR TO PLACEMENT OF CONCRETE.
10. EMBEDDED CONDUITS, PIPES, AND SLEEV

NOTES:
1. REFERENCE GENERAL NOTES AND DETAILS FOR ADDITIONAL INFORMATION.
2. CONTRACTOR SHALL VERIFY LOCATIONS AND TYPES OF PLUMBING FIXTURES WITH ARCHITECTURAL DRAWINGS PRIOR TO COMMENCING CONSTRUCTION.
3. VERIFY ALL DIMENSIONS & DROPS WITH ARCHITECT AND OWNER PRIOR TO COMMENCING CONSTRUCTION.

LEGEND

DROP

SLOPE — SLOPES ARE 1/8"/FT UNO



1 FOUNDATION PLAN
1/4" = 1'-0"

FULL SIZE SHEET: 22X34

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WILLIAMSON COUNTY 1848

PROJECT NAME:
ESOC Data Center Cooling Upgrades

RSE PROJECT No.
1446

PROJECT ADDRESS:
911 Tracy Chambers Lane
Georgetown, TX 78626

ISSUE

ISSUED FOR CONSTRUCTION
JULY 20, 2023

MARK	DATE	DESCRIPTION

RSE PROJECT NO: 1446

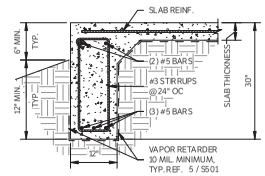
SHEET TITLE

UNIT PAD FOUNDATION PLAN - BASE BID

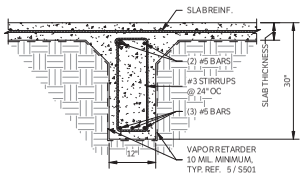
SHEET NUMBER

S201

SHEET NOTES:
1. REFERENCE PLANS FOR SLOPING SLAB CONDITIONS.
2. WHERE SLAB DROP IS LESS THAN OR EQUAL TO 11/2", SLAB REINFORCEMENT MAY BE CONTINUOUS AND BENT BELOW DROP IN LIEU OF PROVIDING BENT BARS AS SHOWN.
3. VAPOR RETARDER AS DETAILED TO BE INSTALLED BELOW ALL FOUNDATION CONCRETE.
4. ALL SPLICES SHALL BE AS SPECIFIED IN THE GENERAL NOTES.
5. BEAM AND SLAB REINFORCEMENT TYPICAL UNLESS NOTED OTHERWISE.
6. BEAM AND SLAB DIMENSIONS TYPICAL UNLESS NOTED OTHERWISE.

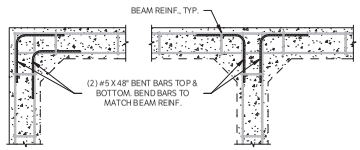


1 EXTERIOR BEAM
N.T.S.



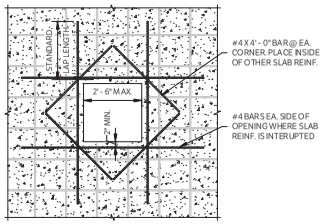
2 INTERIOR BEAM
N.T.S.

NOTES:
1. PROVIDE CORNER BARS AS SHOWN AT ALL EXTERIOR BEAM INTERSECTIONS.
2. THIS IS A SCHEMATIC ONLY, SEE BEAM SECTIONS FOR ACTUAL BEAM REINFORCEMENT. (SLAB NOT SHOWN)



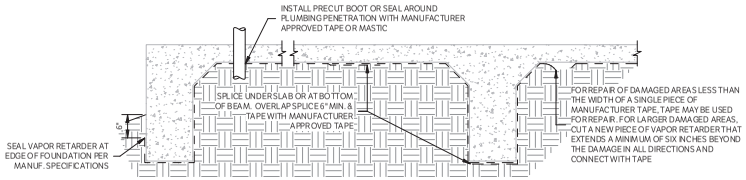
3 GRADE BEAM INTERSECTIONS
N.T.S.

NOTE: NO ADDITIONAL REINFORCEMENT IS REQUIRED FOR SINGLE OPENINGS LESS THAN 6" WIDE.



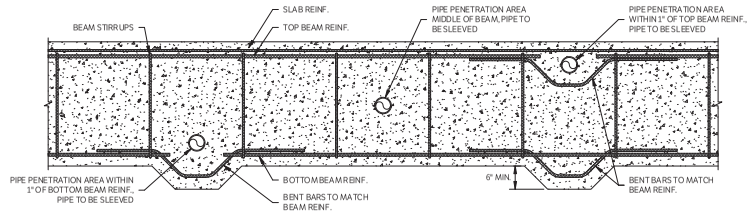
4 SLAB OPENING REINF.
N.T.S.

NOTE: VAPOR RETARDER AS DETAILED TO BE INSTALLED BELOW ALL FOUNDATION CONCRETE



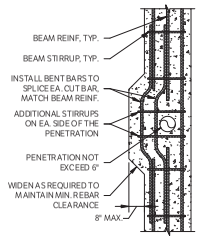
5 VAPOR RETARDER DETAIL
N.T.S.

NOTE: WHEN PIPE SLEEVE IS WITHIN 1" OF BEAM REINF. BEAM REINF. SHALL BE STOPPED AND BENT BARS ADDED AS SHOWN BELOW.



6 BEAM PENETRATION DETAIL
N.T.S.

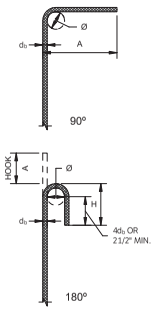
NOTE: IF PIPE PENETRATION OCCURS CENTER OF THE BEAM & THE PIPE W/ SLEEVE DIMENSION IS LESS THAN 6", THE CONTRACTOR MAY:
1. NOT WIDEN THE BEAM.
2. REPLACE BENT BARS W/ (2) 48" DOWEL EACH SIDE OF PIPE.



7 BEAM PENETRATION VERTICAL
N.T.S.

STANDARD DOWEL HOOK DIMENSIONS ALL GRADES OF STEEL				
BAR SIZE	Ø	90°	180°	
		A	A	H
#3	2 1/4"	6"	5"	4"
#4	3"	8"	6"	4 1/2"
#5	3 3/4"	10"	7"	5"
#6	4 1/2"	12"	8"	6"
#7	5 1/4"	14"	10"	7"
#8	6"	16"	11"	8"

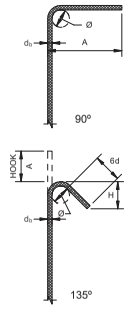
NOTE: Ø = FINISHED INSIDE BEND



8 STANDARD DOWEL HOOKS
N.T.S.

STIRRUP/TIE HOOK DIMENSIONS ALL GRADES OF STEEL				
BAR SIZE	Ø	90°	135°	
		A	A	H
#3	1 1/2"	4"	4 1/4"	3"
#4	2"	4 1/2"	4 1/2"	3"
#5	2 1/2"	6"	5 1/2"	3 3/4"
#6	4 1/2"	12"	8"	4 1/2"
#7	5 1/4"	14"	9"	5 1/4"
#8	6"	16"	10 1/2"	6"

NOTE: Ø = FINISHED INSIDE BEND



9 STIRRUP/TIE HOOKS
N.T.S.

FULL SIZE SHEET: 22X34

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ISSUE

ISSUED FOR CONSTRUCTION
JULY 20, 2023

MARK	DATE	DESCRIPTION

RSE PROJECT NO: 1446

SHEET TITLE

FOUNDATION DETAILS - BASE BID

SHEET NUMBER

S501

PIPING SYMBOLS

	PIPE UP
	PIPE DOWN
	PIPE CAP
	90° ELBOW
	RISE OR DROP IN ELEVATION
	TEE OR BRANCH CONNECTION
	TEE DOWN
	TEE DOWN
CHS	CHILLED WATER SUPPLY
CHR	CHILLED WATER RETURN
CWS	CONDENSER WATER SUPPLY
CWR	CONDENSER WATER RETURN
HWS	HEATING WATER SUPPLY
HWR	HEATING WATER RETURN
FOS	FUEL OIL SUPPLY
FOR	FUEL OIL RETURN
CD	CONDENSATE DRAIN LINE
RL	REFRIGERANT LINE
15#S	15 PSIG STEAM
50#S	50 PSIG STEAM
80#S	80 PSIG STEAM
LPC	LOW PRESSURE CONDENSATE
PCR	PUMPED CONDENSATE RETURN
	BALL VALVE
	BUTTERFLY VALVE
	GATE VALVE
	GLOBE VALVE
	2 WAY CONTROL VALVE
	3 WAY CONTROL VALVE
	2 WAY SOLENOID VALVE
	3 WAY SOLENOID VALVE
	BALANCING VALVE
	PRESSURE REDUCING VALVE
	CHECK VALVE
	SAFETY VALVE
	SUCTION DIFFUSER
	STRAINER
	STRAINER W/ BLOWDOWN
	PIPE REDUCER
	PETE'S PLUG
	FLEXIBLE CONNECTION
	UNION
	COMPANION FLANGE
A	AIR VENT - AUTOMATIC
	AIR VENT - MANUAL
	THERMOMETER
	PRESSURE GAUGE W/ GAUGE COCK
FM	FLOW METER
	PIPE ANCHOR
	PIPE EXPANSION JOINT
	PIPE GUIDE
	TRIPLE DUTY VALVE

NOTE: NOT ALL SYMBOLS MAY BE USED IN THIS PROJECT.

ABBREVIATIONS

AD	ACCESS DOOR
AFF	ABOVE FINISHED FLOOR
AMP	AMPERE
BAS	BUILDING AUTOMATION SYSTEM
BHP	BRAKE HORSEPOWER
BOD	BOTTOM OF DUCT
BOP	BOTTOM OF PIPE
BTU	BRITISH THERMAL UNIT
CFM	CUBIC FEET PER MINUTE
CV	CONSTANT VOLUME
EAT	ENTERING AIR TEMPERATURE
(ETR)	EXISTING TO REMAIN
EWT	ENTERING WATER TEMPERATURE
EXH	EXHAUST AIR
°F	DEGREES FAHRENHEIT
FD	FIRE DAMPER
FSD	COMBINATION FIRE SMOKE DAMPER
FPM	FEET PER MINUTE
FT	FEET
GPM	GALLONS PER MINUTE
HEPA	HIGH EFFICIENCY PARTICULATE AIR FILTER
HP	HORSE POWER
IN	INCHES
KW	KILOWATT
KWH	KILOWATT HOUR
LAT	LEAVING AIR TEMPERATURE
LWT	LEAVING WATER TEMPERATURE
MA	MIXED AIR
MVD	MANUAL VOLUME DAMPER
NIC	NOT IN CONTRACT
NO.	NUMBER (QUANTITY OR MODEL)
OA	OUTSIDE AIR
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
PH	PHASE
PRV	PRESSURE REDUCING VALVE
PSIG	POUNDS PER SQUARE INCH GAGE
QTY	QUANTITY
RLF	RELIEF
RA	RETURN AIR
RH	RELATIVE HUMIDITY
RPM	REVOLUTIONS PER MINUTE
SD	SMOKE DAMPER
SP	STATIC PRESSURE (INCHES OF WATER)
TP	TOTAL PRESSURE (INCHES OF WATER)
TYP	TYPICAL
V	VOLTS
VAC	VOLTS, ALTERNATING CURRENT
VAV	VARIABLE AIR VOLUME
VFD	VARIABLE FREQUENCY DRIVE

NOTE:
NOT ALL ABBREVIATIONS MAY BE USED ON THIS PROJECT.

MECHANICAL SYMBOLS

	CEILING DIFFUSERS WITH ROUND RIGID DUCT CONNECTION
	CEILING DIFFUSERS WITH ROUND FLEX DUCT CONNECTION
	CEILING SUPPLY AIR DEVICE (24x24 AND 12x12)
	CEILING RETURN AIR DEVICE (24x24 AND 12x12)
	CEILING EXHAUST AIR DEVICE (24x24 AND 12x12)
	1-WAY THROW CEILING AIR DEVICE
	2-WAY THROW CEILING AIR DEVICE
	3-WAY THROW CEILING AIR DEVICE
	SIDEWALL EXHAUST OR RETURN AIR GRILLE OR REGISTER
	SIDEWALL SUPPLY REGISTER
MVD	MANUAL VOLUME DAMPER
M	MOTORIZED DAMPER
FD	FIRE DAMPER
FSD	COMBINATION FIRE/SMOKE DAMPER
SD	SMOKE DAMPER
	DUCT MOUNTED SMOKE DETECTOR
	FLEXIBLE DUCT CONNECTION
12x12 8x8	DUCT TRANSITION
12x12 8"Ø	DUCT TRANSITION FROM RECTANGULAR TO ROUND
R	DUCT RISE IN DIRECTION OF AIRFLOW
D	DUCT DROP IN DIRECTION OF AIRFLOW
	VANED ELBOW (PROVIDE ALL SQUARE OR RECTANGULAR ELBOWS WITH VANES EXCEPT TRANSFER AIR SOUND ELBOW)
	LONG RADIUS DUCT ELBOW
	AIR DUCT SPLITTER
	ACOUSTICAL FIBER FREE LINED DUCT
	BRANCH CONNECTION TO MAIN WITH VOLUME DAMPER (ALL BRANCH DUCTWORK TO AIR DEVICE SHALL HAVE VOLUME DAMPERS UNLESS OTHERWISE NOTED)

	SUPPLY DUCT UP / DOWN
	RETURN DUCT UP / DOWN
	EXHAUST DUCT UP / DOWN
24x24 12"Ø 24x14Ø	INDICATES 24"x24" RECTANGULAR DUCT INDICATES 12" ROUND DUCT INDICATES 24"x24" FLAT OVAL
	ACCESS DOOR
T	THERMOSTAT OR TEMPERATURE SENSOR (RE: CONTROLS)
H	HUMIDISTAT OR HUMIDITY SENSOR (RE: CONTROLS)
M	MAGNAHELIC GAUGE
SPS	STATIC PRESSURE SENSOR
CO2	CARBON DIOXIDE SENSOR
CO2	CARBON DIOXIDE SENSOR
DPS	DIFFERENTIAL PRESSURE SENSOR
OS	OCCUPANCY SENSOR (REFER TO ELECT. FOR MORE INFO)
	THERMOSTAT CONTROL WIRE
	EXISTING TO BE DEMOLISHED
	EXISTING TO REMAIN
	NEW CONSTRUCTION
	CONNECT AT THIS POINT
	REMOVE TO THIS POINT
A 300S B 300R B 300E	AIR DEVICE TAG DENOTING CFM QUANTITY AND SCHEDULES TYPE S = SUPPLY R = RETURN E - EXHAUST

ACCH-1-M — EQUIPMENT TAG

EQUIPMENT UNIT TAG LEGEND
ACCH = AIR COOLED CHILLER
CHP = CHILLED WATER PUMP
M = MIDDLE SCHOOL
E = ELEMENTARY SCHOOL

EQUIPMENT — EQUIPMENT CLEARANCE

SECTION CALLOUT SYMBOL
SECTION NUMBER — 1
SHEET NUMBER — M201

GENERAL CALLOUT SYMBOL
ENLARGED PLAN DETAIL NUMBER — 1
ENLARGED PLAN SHEET NUMBER — M201

NOTE: NOT ALL SYMBOLS MAY BE USED ON THIS PROJECT.

GENERAL NOTES

1. THESE NOTES APPLY TO ALL MECHANICAL SHEETS.
2. PROVIDE ACCESS DOORS ON WALLS, CEILINGS OR CHASES TO ACCESS CONCEALED VALVES, ADJUSTABLE EQUIPMENT AND CONTROL DEVICES. REFER TO SPECIFICATIONS AND COORDINATE WITH ARCHITECT. ACCESS DOOR RATING SHALL MATCH CLASSIFICATION OF WALL AND CEILING FIRE RATING.
3. FURNISH ALL NECESSARY STRUCTURES, INSERTS, SLEEVES, AND HANGING DEVICES FOR INSTALLATION OF MECHANICAL EQUIPMENT, DUCTWORK, PIPING, ETC. COORDINATE WITH ALL BUILDING TRADES TO AVOID CONFLICTS AND TO MAINTAIN EQUIPMENT ACCESS AND SERVICEABILITY.
4. PROVIDE ALL NECESSARY MISCELLANEOUS ANGLES, CHANNELS, UNISTRUT, ETC., AS REQUIRED TO ADEQUATELY SUPPORT THE MECHANICAL PIPING, DUCTWORK, AND EQUIPMENT, COORDINATE WITH STRUCTURAL.
5. DETAILS ILLUSTRATED ON THE DRAWINGS SHALL BE APPLIED IN ALL CASES WHERE THE FEATURE OCCURS IN THE SYSTEM DESIGN.
6. DRAWINGS ARE SCHEMATIC IN NATURE AND SHALL NOT BE SCALED. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL PIPING WITH OTHER TRADES AND PROVIDING OFFSETS IN PIPING AS REQUIRED. ALL PIPE SHALL BE ROUTED AS CLOSE TO STRUCTURE AS POSSIBLE.
7. ALL EXISTING CONDITIONS SHALL BE FIELD VERIFIED BY CONTRACTOR. CONDITIONS SHOWN IN DRAWINGS MAY DEVIATE FROM EXACT CONFIGURATION.
8. ALL PIPING SIZES SHOWN ARE NOMINAL DIMENSION IN INCHES. PIPING ARE EXTERNALLY INSULATED. CONTRACTOR IS REQUIRED TO COORDINATE ACTUAL PIPE ROUTING AND SIZING AS NECESSARY FOR MAINTAINING REQUIRED CLEARANCES IN COORDINATION WITH OTHER TRADES.
9. MAJOR EQUIPMENT SHOWN ON THE PLANS AND ELEVATIONS ILLUSTRATE THE GENERAL ARRANGEMENT AND SPACE ALLOCATIONS. THE CONTRACTOR SHALL VERIFY THE SPACE REQUIREMENTS FOR EACH SYSTEM COMPONENT USING MANUFACTURER CERTIFIED SHOP DRAWINGS AND MAKE THE NECESSARY ADJUSTMENTS IN EQUIPMENT PLACEMENT AND CONNECTION IN ORDER TO ACCOMMODATE THE EXACT EQUIPMENT INSTALLED.
10. COORDINATE ALL PIPING WITH STRUCTURAL AND ELECTRICAL SYSTEMS AND PROVIDE NECESSARY OFFSETS TO AVOID CONFLICTS AND TO MAINTAIN EQUIPMENT ACCESS AND SERVICEABILITY.
11. CONTRACTOR/ INSTALLER SHALL NOTIFY COUNTY OF ANY EXISTING NON-CONFORMING/ NON-CODE COMPLIANT INSTALLATIONS OR LIFE-SAFETY CONDITIONS UNCOVERED OR OBSERVED IN THE PROCESS OF THE WORK. CONDITIONS SHALL BE REPORTED WHETHER OR NOT THEY ARE WITHIN OR OUTSIDE THE CONTRACTUAL SCOPE OF WORK.
12. CONTRACTOR SHALL MAINTAIN THE FIRE PROTECTION SYSTEM OF THE ENTIRE BUILDING IN WORKING ORDER FOR THE DURATION OF THE PROJECT. NOTIFY COUNTY OF ANY CONDITIONS RELATED TO THE FIRE PROTECTION SYSTEM UNCOVERED OR OBSERVED OUTSIDE THE CONTRACTUAL SCOPE OF WORK.

FULL SIZE SHEET: 22X34

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147201
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Georgetown, TX 78626

ISSUE

ISSUED FOR CONSTRUCTION
JULY 20, 2023

MARK	DATE	DESCRIPTION

RSE PROJECT NO: 1446

SHEET TITLE

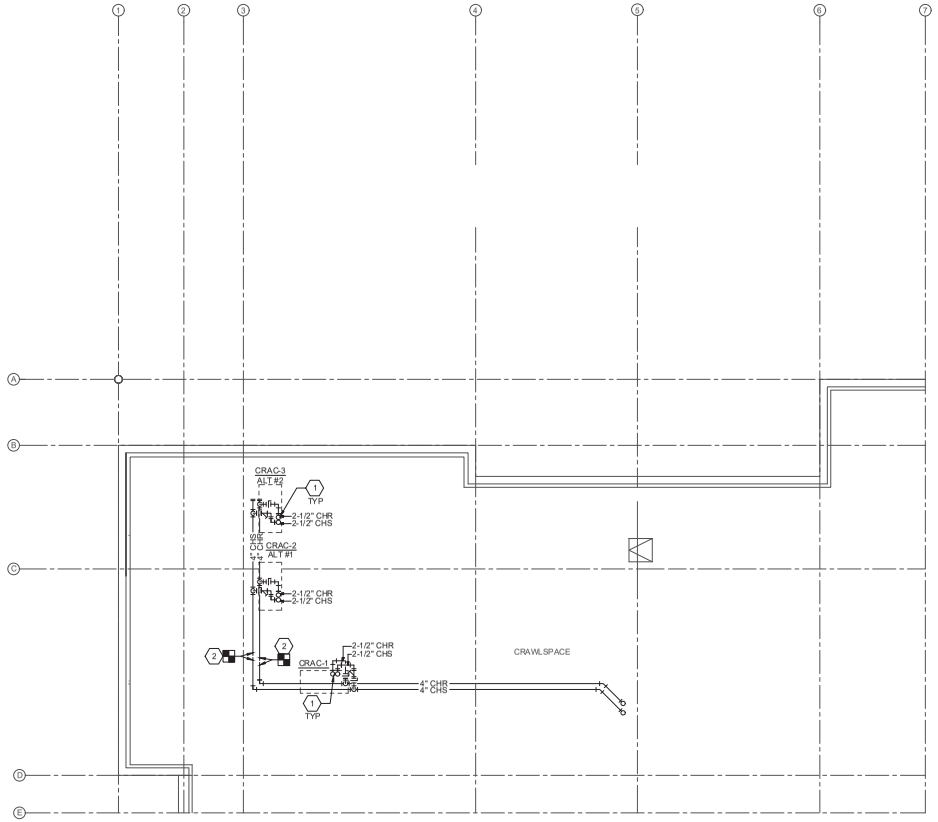
MECHANICAL LEGEND AND GENERAL INFORMATION

SHEET NUMBER

M001

SHEET KEYED NOTES

1. EXISTING CHILLED WATER SHALL REMAIN IN CRAWLSPACE.
2. ALTERNATE #1: DEMOLISH EXISTING CHILLED WATER PIPING TO PROVIDE ROOM FOR NEW CHILLED WATER PIPING CONNECTION.



1 MECHANICAL DEMOLITION CRAWL SPACE PLAN - ALT #1
1/8" = 1'-0"

0' 4' 8' 16'
1/8" = 1'-0"

N

FULL SIZE SHEET: 22X34

Ramirez - Simon Engineering, LLC
Mechanical • Electrical • Plumbing
Texas Registered Engineering Firm F-14781
9805 Whithorn Dr. | Houston, TX 77095
Office: 832.261.1420

SEAL

STATE OF TEXAS
MARK C. CLAYPOOL
147201
LICENSED PROFESSIONAL ENGINEER
Mark C. Claypool
07/20/2023

CONSULTANTS

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1.877.GESSNER (437.7637)
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FIRM REGISTRATION NUMBERS:
TBPE F-7451, TBPLS F-10193910

PROJECT INFORMATION

CLIENT NAME:
WILLIAMSON COUNTY 1848

PROJECT NAME:
ESOC Data Center
Cooling Upgrades

RSE PROJECT No.
1446

PROJECT ADDRESS:
911 Tracy Chambers Lane
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SHEET TITLE

MECHANICAL DEMOLITION CRAWL SPACE PLAN - ALT #1

SHEET NUMBER

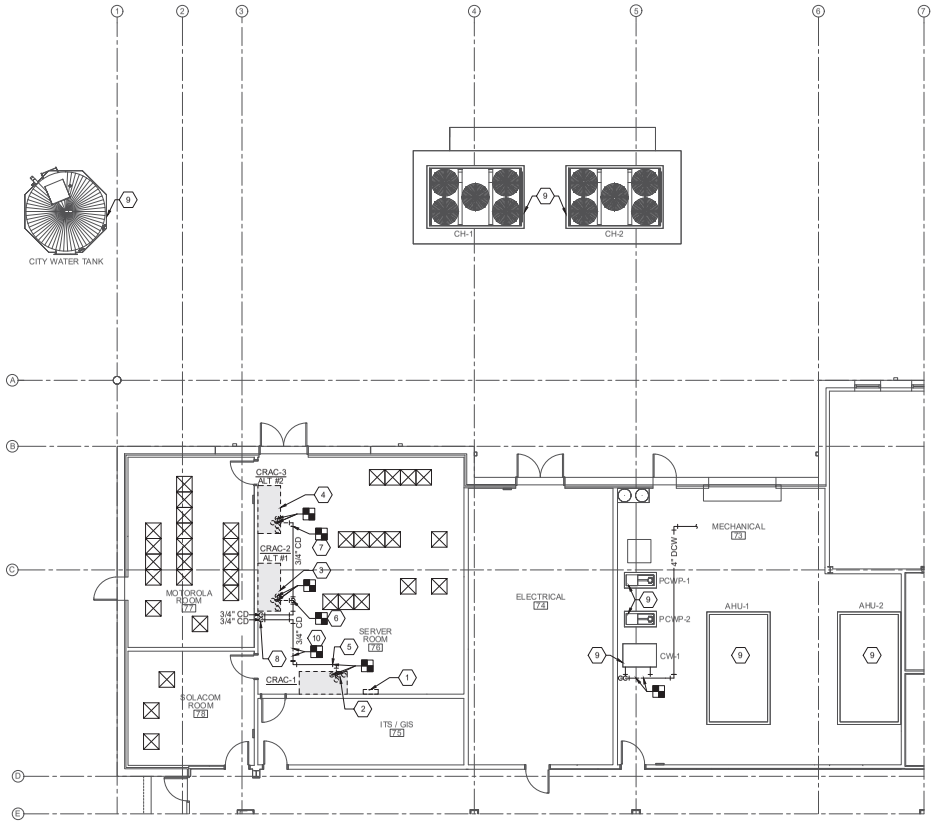
MD101

GENERAL NOTES

A. REPLACE ONE CRAC UNIT AT A TIME TO INSURE THAT SPACE IS CONDITIONED.

SHEET KEYED NOTES

1. DISCONNECT EXISTING SMOKE DETECTOR CONTROLLER TO MAKE ROOM FOR NEW CRAC UNIT. RELOCATE EXISTING SMOKE DETECTOR TO NEW CRAC (RE: M201).
2. BASE BID: DEMOLISH EXISTING CRAC-1 UNIT AND STAND ALONG WITH ASSOCIATED CHS/R PIPING FROM CRAC UNIT BACK TO FLOOR PENETRATION.
3. ALTERNATE #1: DEMOLISH EXISTING CRAC-2 UNIT AND STAND ALONG WITH ASSOCIATED CHS/R PIPING FROM CRAC UNIT BACK TO FLOOR PENETRATION.
4. ALTERNATE #2: DEMOLISH EXISTING CRAC-3 UNIT AND STAND ALONG WITH ASSOCIATED CHS/R PIPING FROM CRAC UNIT BACK TO FLOOR PENETRATION.
5. BASE BID: DEMOLISH EXISTING CONDENSATE PIPING BACK TO MAIN.
6. ALTERNATE #1: DEMOLISH EXISTING CONDENSATE PIPING BACK TO MAIN.
7. ALTERNATE #2: DEMOLISH EXISTING CONDENSATE PIPING BACK TO MAIN.
8. EXISTING FLOOR DRAIN SHALL REMAIN.
9. EXISTING EQUIPMENT TO REMAIN.
10. ALTERNATE #1: DEMOLISH EXISTING CHILLED WATER PIPING TO PROVIDE ROOM FOR NEW CHILLED WATER PIPING CONNECTION.



1 MECHANICAL DEMOLITION FLOOR PLAN - BASE BID AND ALTERNATES
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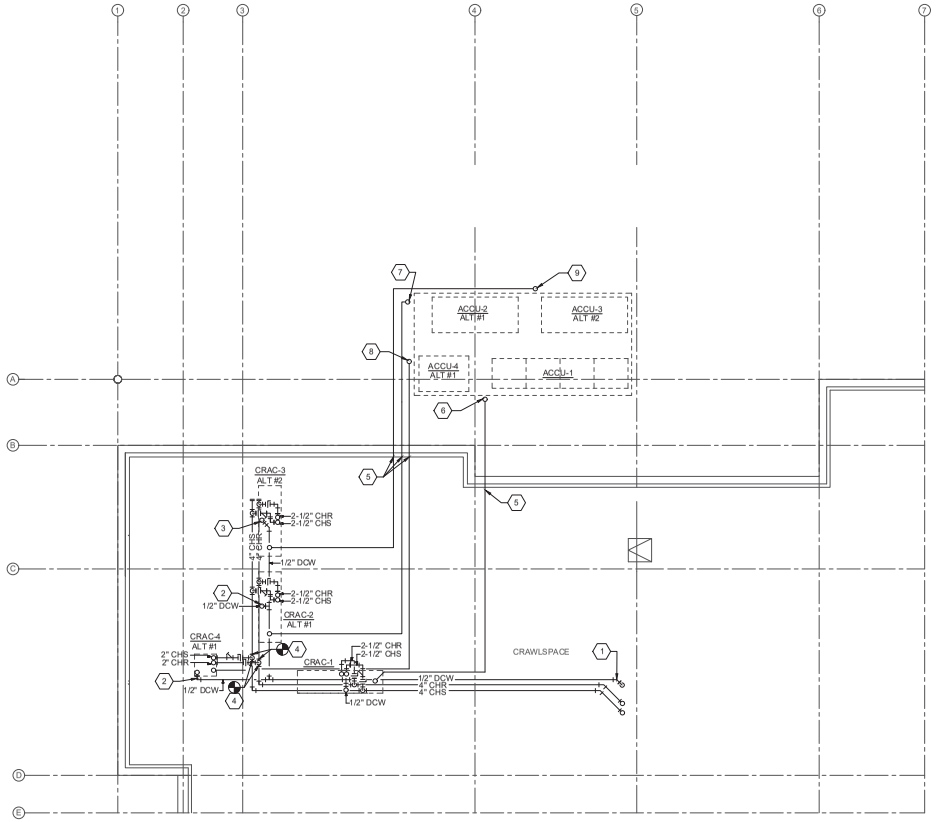
MECHANICAL DEMOLITION FLOOR PLAN - BASE BID AND ALTERNATES

SHEET NUMBER

MD201

SHEET KEYED NOTES

1. BASE BID: PROVIDE NEW DOMESTIC COLD WATER TO CRAC-1 UNIT FOR HUMIDIFICATION. ROUTE PIPING THROUGH CRAWL SPACE.
2. ALTERNATE #1: EXTEND NEW DOMESTIC COLD WATER TO CRAC-2 AND CRAC-4 FOR HUMIDIFICATION. ROUTE PIPING THROUGH CRAWL SPACE.
3. ALTERNATE #2: EXTEND NEW DOMESTIC COLD WATER TO CRAC-3 FOR HUMIDIFICATION. ROUTE PIPING THROUGH CRAWL SPACE.
4. ALTERNATE #1: PROVIDE NEW CHS/R PIPING AND ROUTE IN CRAWL SPACE TO CRAC-4.
5. ROUTE REFRIGERANT PIPING THROUGH A PVC PIPE TO THE ASSOCIATED CONDENSING UNIT. INCLUDE VAPOR BARRIER ON PVC PIPE OPENING AND PROPERLY SEAL.
6. BASE BID: REFRIGERANT PIPES SHALL BE SIZED AND ROUTED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. REFRIGERANT PIPING SHALL BE ROUTED FROM CRAC-1 UNDER GRADE BEAM TO ACCU-1 AND SHALL BE DIRECT BURIED IN EQUIPMENT YARD. FIELD VERIFY EXISTING CONDITIONS TO AVOID CONFLICTS. REFER TO DETAIL 5/M501 FOR DIRECT BURIED DETAIL.
7. ALTERNATE #1 : REFRIGERANT PIPES SHALL BE SIZED AND ROUTED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. REFRIGERANT PIPING SHALL BE ROUTED FROM CRAC-2 UNDER GRADE BEAM TO ACCU-2 AND SHALL BE DIRECT BURIED IN EQUIPMENT YARD. FIELD VERIFY EXISTING CONDITIONS TO AVOID CONFLICTS. REFER TO DETAIL 5/M501 FOR DIRECT BURIED DETAIL.
8. ALTERNATE #1: REFRIGERANT PIPES SHALL BE SIZED AND ROUTED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. REFRIGERANT PIPING SHALL BE ROUTED FROM CRAC-4 UNDER GRADE BEAM TO ACCU-4 AND SHALL BE DIRECT BURIED IN EQUIPMENT YARD. FIELD VERIFY EXISTING CONDITIONS TO AVOID CONFLICTS. REFER TO DETAIL 5/M501 FOR DIRECT BURIED DETAIL.
9. ALTERNATE #2: REFRIGERANT PIPES SHALL BE SIZED AND ROUTED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. REFRIGERANT PIPING SHALL BE ROUTED FROM CRAC-3 UNDER GRADE BEAM TO ACCU-3 AND SHALL BE DIRECT BURIED IN EQUIPMENT YARD. FIELD VERIFY EXISTING CONDITIONS TO AVOID CONFLICTS. REFER TO DETAIL 5/M501 FOR DIRECT BURIED DETAIL.



1 MECHANICAL RENOVATION CRAWL SPACE PLAN - BASE BID AND ALTERNATES
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SHEET TITLE

MECHANICAL RENOVATION CRAWL SPACE PLAN - BASE BID AND ALTERNATES

SHEET NUMBER

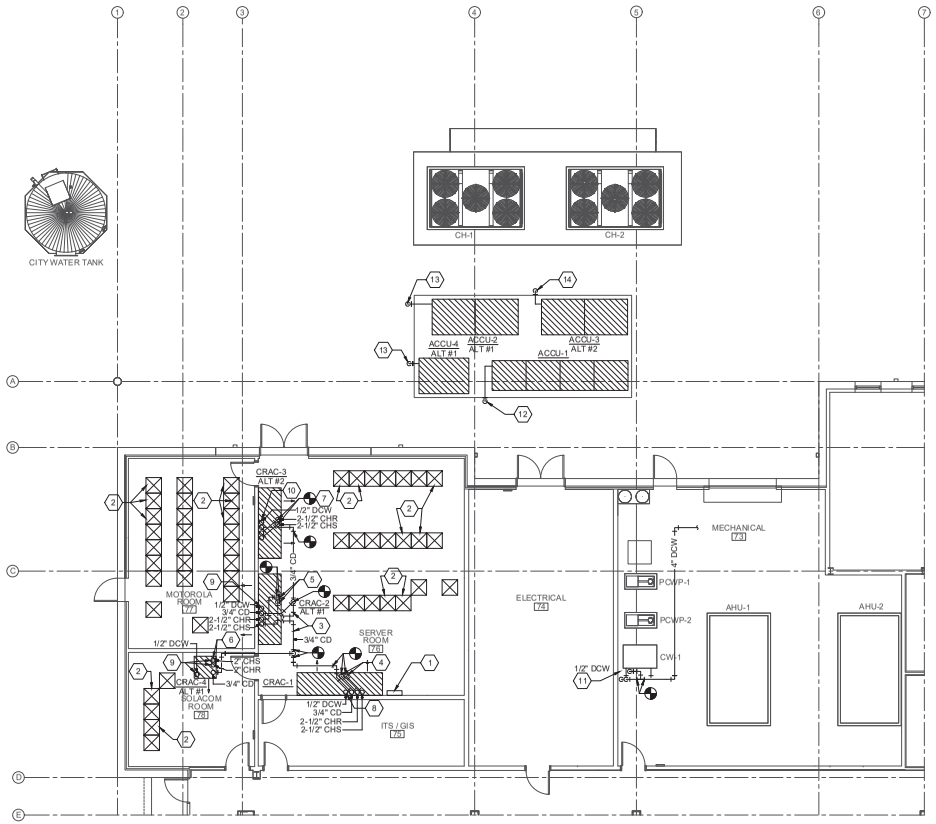
M101

GENERAL NOTES

A. ALTERNATE #3: CONTRACTOR IS RESPONSIBLE FOR PROVIDING 20 TON TEMPORARY SUPPLEMENTAL COOLING AHU TO CONDITION SPACE DURING CONSTRUCTION. ROUTE TEMPORARY AHU DUCTWORK TO EXTERNAL DOOR OPENING AND FRAME OUT OPENING. SPACE TEMPERATURE MUST BE MAINTAINED AT SETPOINT REGARDLESS OF CONSTRUCTION PHASE.

SHEET KEYED NOTES

1. BASE BID: RELOCATE SMOKE DETECTOR CONTROL AND RECONNECT CRAC UNIT'S DETECTION CONDUIT AND CONTROL WIRING.
2. BASE BID: CONTRACTOR SHALL INSTALL OWNER FURNISHED SUPPLY DIFFUSERS IN RAISED FLOOR. SALVAGE FLOOR TILES AND TURN OVER TO OWNER.
3. EXISTING CONDENSATE ROUTED BELOW FLOOR TO FLOOR DRAIN.
4. BASE BID: UTILIZE EXISTING CHS/R RISER UP THOUGH EXISTING FLOOR PENETRATION. OFFSET NEW CHS/R AS REQUIRED TO CONNECT TO NEW CRAC-1 ABOVE SLAB AND BELOW RAISED FLOOR. REFER TO 1/M101 FOR CONTINUATION.
5. ALTERNATE #1: UTILIZE EXISTING CHS/R RISER UP THOUGH EXISTING FLOOR PENETRATION. OFFSET NEW CHS/R AS REQUIRED TO CONNECT TO NEW CRAC-2 ABOVE SLAB AND BELOW RAISED FLOOR. REFER TO 1/M101 FOR CONTINUATION.
6. ALTERNATE #1: UTILIZE EXISTING CHS/R RISER UP THOUGH EXISTING FLOOR PENETRATION. OFFSET NEW CHS/R AS REQUIRED TO CONNECT TO NEW CRAC-4 ABOVE SLAB AND BELOW RAISED FLOOR. REFER TO 1/M101 FOR CONTINUATION.
7. ALTERNATE #2: UTILIZE EXISTING CHS/R RISER UP THOUGH EXISTING FLOOR PENETRATION. OFFSET NEW CHS/R AS REQUIRED TO CONNECT TO NEW CRAC-3 ABOVE SLAB AND BELOW RAISED FLOOR. REFER TO 1/M101 FOR CONTINUATION.
8. BASE BID: CORE DRILL NEW FLOOR PENETRATION FOR NEW PIPING. REFER TO 1/M101 FOR CONTINUATION.
9. ALTERNATE #1: CORE DRILL NEW FLOOR PENETRATION FOR NEW PIPING. REFER TO 1/M101 FOR CONTINUATION.
10. ALTERNATE #2: CORE DRILL NEW FLOOR PENETRATION FOR NEW PIPING. REFER TO 1/M101 FOR CONTINUATION.
11. BASE BID: PROVIDE NEW DOMESTIC COLD WATER TO CRAC-1 UNIT FOR HUMIDIFICATION. ROUTE PIPING THROUGH CRAWL SPACE. CORE DRILL NEW FLOOR PENETRATION. REFER TO 1/M101 FOR CONTINUATION.
12. BASE BID: REFRIGERANT PIPING SHALL BE ROUTED UNDERGROUND. REFER TO 1/M101 FOR REFRIGERANT PIPING CONTINUATION.
13. ALTERNATE #1: REFRIGERANT PIPING SHALL BE ROUTED UNDERGROUND. REFER TO 1/M101 FOR REFRIGERANT PIPING CONTINUATION.
14. ALTERNATE #2: REFRIGERANT PIPING SHALL BE ROUTED UNDERGROUND. REFER TO 1/M101 FOR REFRIGERANT PIPING CONTINUATION.



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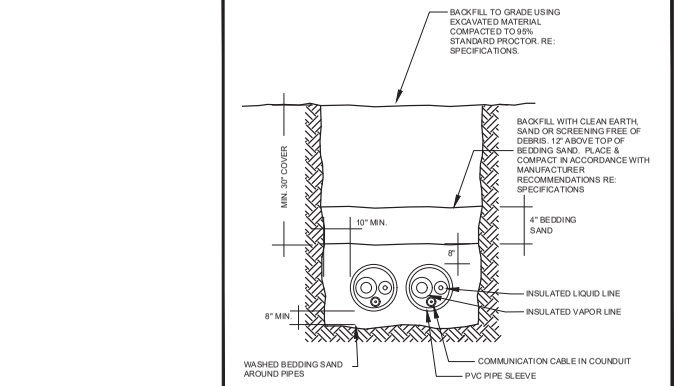
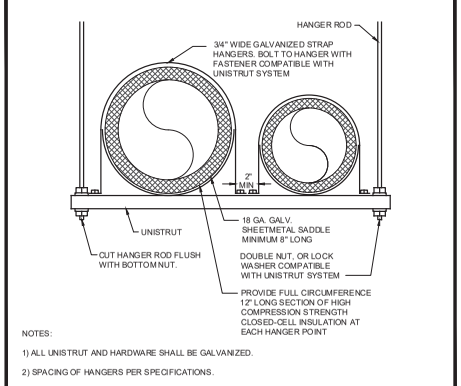
MECHANICAL RENOVATION FLOOR PLAN - BASE BID AND ALTERNATES

SHEET NUMBER

M201

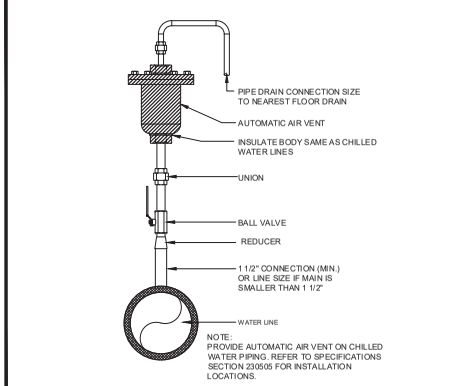


6 TRENCH DETAIL
SCALE: N.T.S.



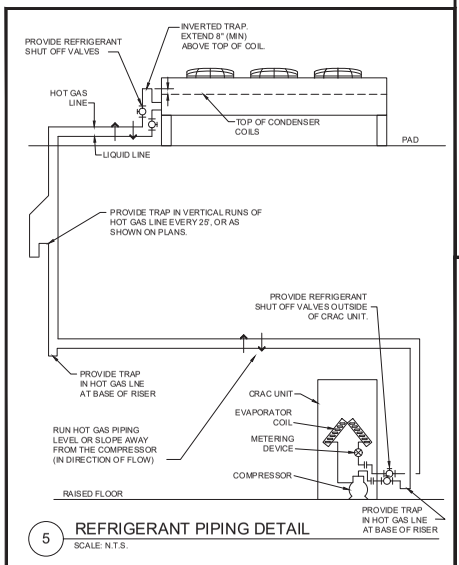
NOTES:
1) ALL UNISTRUT AND HARDWARE SHALL BE GALVANIZED.
2) SPACING OF HANGERS PER SPECIFICATIONS.

4 MULTIPLE PIPE HANGER
SCALE: N.T.S.

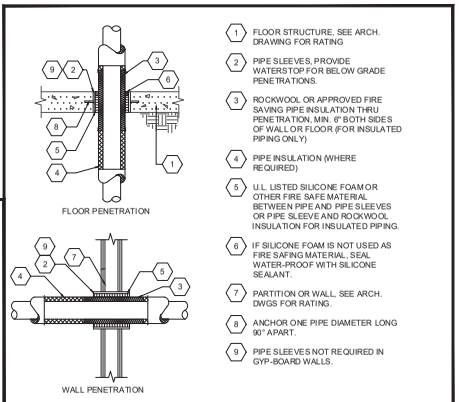


NOTE:
PROVIDE AUTOMATIC AIR VENT ON CHILLED WATER PIPING. REFER TO SPECIFICATIONS SECTION 230505 FOR INSTALLATION LOCATIONS.

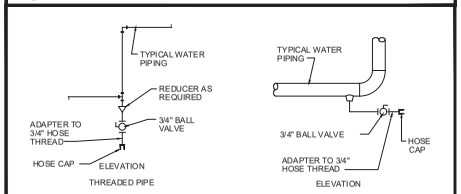
1 AUTOMATIC AIR VENT DETAIL
SCALE: N.T.S.



5 REFRIGERANT PIPING DETAIL
SCALE: N.T.S.



3 PIPE PENETRATION THRU FIRE RATED BARRIER
SCALE: N.T.S.



NOTES:
1 DRAIN ALL LOW POINTS OF PIPING
2 DRAIN ALL SCALE POCKETS AS SHOWN ON PLANS AND/OR PIPING DIAGRAMS

2 DRAIN VALVE DETAIL
SCALE: N.T.S.

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MECHANICAL DETAILS

SHEET NUMBER
M501

CRAC UNIT SCHEDULE

GENERAL				SUPPLY FAN				DX COOLING COIL				CHILLED WATER COOLING COIL							ELECTRIC REHEAT		HUMIDIFIER (INFRARED)	ELECTRICAL			WEIGHT LBS.	REMARKS
UNIT TAG	AREA SERVED	MANUFACTURER	MODEL	SA CFM	ESP SP.WG. (INCHES)	BHP PER FAN	NUMBER OF FANS	TOTAL LOAD (BTUH)	SENSIBLE LOAD (BTUH)	EAT DB TEMP. (°F)	EAT WB TEMP. (°F)	TOTAL LOAD (BTUH)	SENSIBLE LOAD (BTUH)	EAT DB TEMP. (°F)	EAT WB TEMP. (°F)	EWT. (°F)	FLOW RATE (GPM)	PRESSURE DROP (FT)	STEPS	POWER (KW)	CAPACITY (LBS. PER HOUR)	MCA	MOCP	V/PH/HZ		
CRAC-1 (BASE BID)	SERVER ROOM	LEIBERT	DS105DUA1EI	12,600	0.2	3.6	3	310,000	258,000	75	61	255,000	246,000	75	61	45	56.1	14	3	30	22	97.4	110	460/3/60	3500	ALL
CRAC-2 (ALT - #1)	SERVER ROOM	LEIBERT	DS105DUA1EI	10,000	0.2	4.15	2	272,500	228,600	75	61	194,000	184,000	75	61	45	42.9	14	3	25	22	74.8	80	460/3/60	2800	ALL
CRAC-3 (ALT - #2)	MOTOROLA ROOM	LEIBERT	DS105DUA1EI	10,000	0.2	4.15	2	272,500	228,600	75	61	194,000	184,000	75	61	45	42.9	14	3	25	22	74.8	80	460/3/60	2800	ALL
CRAC-4 (ALT - #1)	SOLACOM ROOM	LEIBERT	DS077DUA1EI9E50	3,900	0.2	4.15	1	97,500	86,200	75.0	61.0	76,500	71,200	75.0	61.0	45.0	16.4	8.4	3	12	7.7	43.7	50	460/3/60	1,000	ALL

NOTES:

1. PROVIDE UNIT WITH SINGLE POINT ELECTRICAL CONNECTION AND LOCKING DISCONNECT.
2. PROVIDE UNIT MOUNTED RECEPTACLE. CONDUIT AND WIRING SHALL BE PROVIDED BY ELECTRICAL CONTRACTOR.
3. PROVIDE UNIT WITH 4" MERV 8 FILTERS.
4. UNIT TO HAVE INTERNAL VIBRATION ISOLATION.
5. INTERNAL STATIC INCLUDES WET COIL, CASING LOSSES, COILS, FILTERS AND INTEGRAL GRILLES.
6. PROVIDE SMOKE DETECTOR AT UNIT RETURN AIR OPENING.
7. PROVIDE BACNET IP INTERFACE CARD.
8. PROVIDE WITH 24" FLOOR STAND AND SUPPLY VANE INTO RAISED FLOOR.
9. MANUFACTURER TO PROVIDE AND INSTALL NETWORK BETWEEN UNITS.
10. PROVIDE DRAIN PAIN AND OVERFLOW CONDENSATE SWITCH.

AIR COOLED CONDENSER SCHEDULE

GENERAL				TOTAL COOLING LOAD (BTUH)	OUTDOOR CONDITIONS		ELECTRICAL			WEIGHT LBS.	REMARKS
UNIT TAG	ASSOCIATED AHU	MFGR.	MODEL		SUMMER DB TEMP. (°F)	WINTER DB TEMP. (°F)	V/PH/HZ	MCA	MOCP		
ACCU-1 (BASE BID)	CRAC-1	LEIBERT	MCM160E8AD	310,000	105.0	25.0	460/3/60	6	15	1700	ALL
ACCU-2 (ALT - #1)	CRAC-2	LEIBERT	MCL110E8AD	272,500	105.0	25.0	460/3/60	6.3	15	1000	ALL
ACCU-3 (ALT - #2)	CRAC-3	LEIBERT	MCL110E8AD	272,500	105.0	25.0	460/3/60	6.3	15	1000	ALL
ACCU-4 (ALT - #1)	CRAC-4	LEIBERT	MCL055E1AD	97,500	105.0	25.0	460/3/60	3.5	15	750	ALL

NOTES:

1. MOUNT AND ANCHOR ON DEDICATED 6" CONCRETE PAD.
2. WITH REFRIGERANT 410A
3. WITH DISCONNECT SWITCH.
4. PROVIDE EXPANSION VALVE TXV FOR COOLING.
5. COMPRESSOR DISCHARGE TEMPERATURE SENSOR.
6. SUCTION TEMPERATURE SENSOR.
7. FIELD INSTALLED FILTER DRYER.
8. INTERNAL CRANKCASE HEATER.

FULL SIZE SHEET: 22X34

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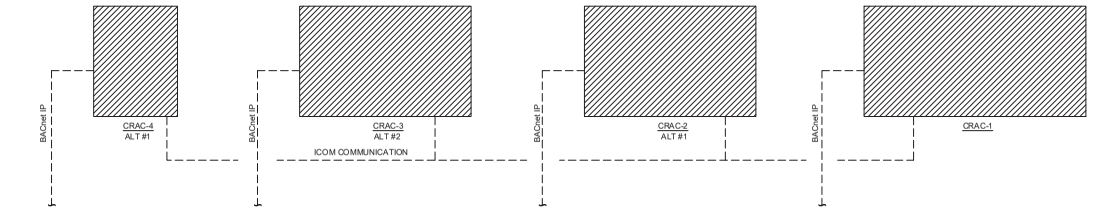
MECHANICAL SCHEDULES

SHEET NUMBER

M701



UNIT INFORMATION
SUPPLY AIR TEMPERATURE SENSOR
RETURN AIR TEMPERATURE SENSOR
ZONE TEMPERATURE SETPOINT
HUMIDITY SENSOR
TEMPERATURE TOLERANCE
FAN SPEED
FAN RPM
SMOKE SENSOR
CONDENSATE PUMP
CHILLED WATER VALVE OPEN %
COOING CAPACITY %

UNIT ALARM
SMOKE DETECTED
SHORT CYCLE
SUPPLY TEMPERATURE FAIL
UNIT SHUTDOWN
LOSS OF AIRFLOW
LOSS OF AIR BLOWER
LOSS OF POWER
LOSS OF CHILLED WATER
LOSS OF DOMESTIC COLD WATER
CHANGE FILTER
LIQUID DETECTED
HUMIDIFIER PROBLEM
HIGH HUMIDITY
LOW HUMIDITY
COMPRESSOR OVERLOAD
HIGH HEAD PRESSURE
LOW SUCTION PRESSURE

UNIT INFORMATION
SUPPLY AIR TEMPERATURE SENSOR
RETURN AIR TEMPERATURE SENSOR
ZONE TEMPERATURE SETPOINT
HUMIDITY SENSOR
TEMPERATURE TOLERANCE
FAN SPEED
FAN RPM
SMOKE SENSOR
CONDENSATE PUMP
CHILLED WATER VALVE OPEN %
COOING CAPACITY %

UNIT ALARM
SMOKE DETECTED
SHORT CYCLE
SUPPLY TEMPERATURE FAIL
UNIT SHUTDOWN
LOSS OF AIRFLOW
LOSS OF AIR BLOWER
LOSS OF POWER
LOSS OF CHILLED WATER
LOSS OF DOMESTIC COLD WATER
CHANGE FILTER
LIQUID DETECTED
HUMIDIFIER PROBLEM
HIGH HUMIDITY
LOW HUMIDITY
COMPRESSOR OVERLOAD
HIGH HEAD PRESSURE
LOW SUCTION PRESSURE

UNIT INFORMATION
SUPPLY AIR TEMPERATURE SENSOR
RETURN AIR TEMPERATURE SENSOR
ZONE TEMPERATURE SETPOINT
HUMIDITY SENSOR
TEMPERATURE TOLERANCE
FAN SPEED
FAN RPM
SMOKE SENSOR
CONDENSATE PUMP
CHILLED WATER VALVE OPEN %
COOING CAPACITY %

UNIT ALARM
SMOKE DETECTED
SHORT CYCLE
SUPPLY TEMPERATURE FAIL
UNIT SHUTDOWN
LOSS OF AIRFLOW
LOSS OF AIR BLOWER
LOSS OF POWER
LOSS OF CHILLED WATER
LOSS OF DOMESTIC COLD WATER
CHANGE FILTER
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HUMIDIFIER PROBLEM
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SMOKE DETECTED
SHORT CYCLE
SUPPLY TEMPERATURE FAIL
UNIT SHUTDOWN
LOSS OF AIRFLOW
LOSS OF AIR BLOWER
LOSS OF POWER
LOSS OF CHILLED WATER
LOSS OF DOMESTIC COLD WATER
CHANGE FILTER
LIQUID DETECTED
HUMIDIFIER PROBLEM
HIGH HUMIDITY
LOW HUMIDITY
COMPRESSOR OVERLOAD
HIGH HEAD PRESSURE
LOW SUCTION PRESSURE

1 CRAC UNIT CONTROL DIAGRAM
N.T.S

GENERAL NOTES

CRAC UNIT OPERATION

ALL CRAC UNITS SHALL BE OPERATED UNDER MANUFACTURER'S CONTROLLER. INTEGRATE IDENTIFIED CONTROL POINTS SHOWN ON 1/M601 TO EXISTING AUTOMATED LOGIC CONTROL SYSTEM. INSURE PROPER CONTROLS INTEGRATION OCCURS BETWEEN CRAC UNIT MANUFACTURER AND EXISTING AUTOMATED LOGIC CONTROL SYSTEM. REFER TO SPECIFICATIONS SECTION 23 8124 AND 23 8125 FOR MORE CRAC UNIT MANUFACTURER CONTROLLER INFORMATION. REFER TO 25 0000 FOR AUTOMATED LOGIC CONTROLS SPECIFICATION.

FULL SIZE SHEET: 22X34

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SEAL

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TBPE F-7451, TBPLS F-10193910

PROJECT INFORMATION

CLIENT NAME:
WILLIAMSON COUNTY 1848

PROJECT NAME:
ESOC Data Center Cooling Upgrades

RSE PROJECT No.
1446

PROJECT ADDRESS:
911 Tracy Chambers Lane
Georgetown, TX 78626

ISSUE

ISSUED FOR CONSTRUCTION
JULY 20, 2023

MARK	DATE	DESCRIPTION

RSE PROJECT NO: 1446

SHEET TITLE

MECHANICAL CONTROLS

SHEET NUMBER

M801

ABBREVIATIONS

A	AMPS, AMPERE
AC	ALTERNATING CURRENT
ADA	AMERICANS WITH DISABILITIES ACT
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AIC	AVAILABLE INTERRUPTING CURRENT
AL	ALUMINUM
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ATSC	AUTOMATIC TRANSFER SWITCH CONTROL
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
C	CONDUIT
CCTV	CLOSED CIRCUIT TELEVISION
CKT	CIRCUIT
CLF	CURRENT LIMITING FUSE
CO	CONDUIT ONLY
CU	COPPER
DC	DIRECT CURRENT
DIA	DIAMETER
E	EMERGENCY
EC	EMERGENCY, CRITICAL
EG	ENGINE GENERATOR
EL	EMERGENCY, LIFE SAFETY
EQ	EMERGENCY, EQUIPMENT
E (E)	EXISTING
F (FUT)	FUTURE
FA	FIRE ALARM
FACP	FIRE ALARM CONTROL PANEL
FDR	FEEDER
FUT	FUTURE
GEN	GENERATOR
GFI	GROUND FAULT INTERRUPTER
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GFP	GROUND FAULT PROTECTION
GND	GROUND
HOA	HAND-OFF-AUTOMATIC
HP	HORSEPOWER
IEEE	INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS
IG	ISOLATED GROUND
KCMIL	THOUSAND CIRCULAR MILS
KV	KILOVOLT
KVA	KILOVOLT AMPS
KVAR	KILOVOLT AMPS REACTIVE
KW	KILOWATT
KWH	KILOWATT HOUR
LSIG	LONG TIME, SHORT TIME, INSTANTANEOUS, AND GROUND
MAX	MAXIMUM
MCC	MOTOR CONTROL CENTER
MIN	MINIMUM
MH	MANHOLE
MM	MIXED MEDIA
MTS	MANUAL TRANSFER SWITCH
MVA	MEGAVOLT AMPS
N	NEW
NA	NOT APPLICABLE
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELEC. MANUFACTURERS ASSOC.
NEUT	NEUTRAL
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC	NOT IN CONTRACT
NL	NORMAL
NO	NORMALLY OPEN
OH	OVERHEAD
P	POLE
PA	PUBLIC ADDRESS
PC	PHOTOCELL
PH	PHASE
PMCS	POWER MONITORING AND CONTROL SYSTEM
RSC	RIGID STEEL CONDUIT
R (R)	REMOVE
SEC	SECURITY
SPD	SURGE PROTECTIVE DEVICE
SW	SWITCH
TEMP	TEMPORARY
TTB	TELEPHONE TERMINAL BOARD
TV	TELEVISION
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSER
TYP	TYPICAL
UC	UNDER COUNTER
U/G	UNDERGROUND
UGE	UNDERGROUND ELECTRIC
UL	UNDERWRITERS' LABORATORIES
UON	UNLESS OTHERWISE NOTED
UPS	UNINTERRUPTIBLE POWER SUPPLY
V	VOLTS, VOLTAGE
VFD	VARIABLE FREQUENCY DRIVE
W	WIRE
WP	WEATHERPROOF
XFER	TRANSFER
XFMR	TRANSFORMER

REFERENCE

SYMBOL	DEFINITION
KEY	KEYED NOTE REFERENCE
VAV-9	MECHANICAL EQUIPMENT REFERENCE
+48"	DENOTES MOUNTING HEIGHT AFF
25	KITCHEN EQUIPMENT REFERENCE
XXXX	MEDICAL EQUIPMENT REFERENCE

GENERAL DRAWING SYMBOLS

NUMBER SHEET — DETAIL

LETTER SHEET — SECTION

N — NORTH ARROW

0 4' 8' 16' — SCALE BAR

SCALE: 1/8" = 1'-0"

DEMOLITION LEGEND

DASHED, DARK SYMBOL INDICATES EXISTING DEVICE OR EQUIPMENT TO BE REMOVED.

SOLID, LIGHT SHADED SYMBOL INDICATES EXISTING DEVICE OR EQUIPMENT TO REMAIN.

EQUIPMENT NAMING

1, 2, 3, ... = SUBFED PANEL

A, B, C, = SEQUENCE OF PANELS OF THIS TYPE

1, 2, 3, ... = FLOOR LEVEL
(SB = SUB-BASEMENT, B = BASEMENT, M = MEZZANINE, P = PENTHOUSE)

H = (480/277) VOLT PANELBOARD
L = (208/120) VOLT PANELBOARD
T = TRANSFORMER
DB = DISTRIBUTION BOARD
MSB = MAIN SWITCH BOARD
MCC= MOTOR CONTROL CENTER
I = ISOLATED PANELBOARD
SES = SERVICE ENTRANCE SECTION
ATS = AUTOMATIC TRANSFER SWITCH
PDU= POWER DISTRIBUTION UNIT
UPS = UNINTERRUPTABLE POWER SUPPLY
B = BUSWAY

BLANK FOR NORMAL POWER
E = EMERGENCY
EL = EMERGENCY-LIFE SAFETY-BRANCH
EC = EMERGENCY-CRITICAL-BRANCH
EQ = EMERGENCY-EQUIPMENT-BRANCH

RACEWAY/CONDUCTOR SYMBOLS

BRANCH CIRCUIT GENERAL INFORMATION:
BRANCH CIRCUITS FROM OVERCURRENT PROTECTION (20A) TO FURTHEST DEVICE SHALL NOT EXCEED 75 FEET FOR #12AWG COPPER AND 150 FEET FOR #10AWG COPPER MEASURED ALONG CONDUCTORS. BRANCH CIRCUITS EXCEEDING 150 FEET WILL BE SIZED SO THAT VOLTAGE DROP DOES NOT EXCEED 5%.

SYMBOL	DESCRIPTION
	= GROUND
	= HOT/PHASE
	= NEUTRAL
	= SWITCHLEG
	CONDUCTOR IDENTIFICATION SYMBOLS. REFER TO PLANS FOR COMBINATION USE. CONDUCTOR IDENTIFICATION MOSTLY USED IN HOMERUN LOCATION, BUT CAN ALSO BE USED IN BRANCH CIRCUITING WHERE APPLIED. GROUND CONDUCTORS WILL BE INSTALLED IN ALL RACEWAYS WHETHER SHOWN OR NOT.
LA-1	HOMERUN TO EQUIPMENT LOCATION. THE CIRCUIT NUMBER ADJACENT TO HOMERUN INDICATES EQUIPMENT AND INDIVIDUAL
LA-1,3	SINGLE POLE CIRCUIT BREAKER(S). CONDUCTOR IDENTIFICATION
LA-1,3,5	SYMBOL INDICATES NUMBER OF CONDUCTORS IN HOMERUN MINIMUM #12 CONDUCTORS WILL BE PROVIDED IN HOMERUN UON. ALL HOMERUNS WILL INCLUDE GROUND CONDUCTOR.
LA-7	HOMERUN TO EQUIPMENT LOCATION. THE CIRCUIT NUMBER ADJACENT TO HOMERUN INDICATES EQUIPMENT AND INDIVIDUAL
LA-13	TWO OR THERE POLE CIRCUIT BREAKERS. CONDUCTOR IDENTIFICATION SYMBOL INDICATES NUMBER OF CONDUCTORS IN HOMERUN. MINIMUM #12 CONDUCTORS WILL BE PROVIDED IN HOMERUN UON. NEUTRAL MAY BE USED WHERE INDICATED ON PLAN. ALL HOMERUNS WILL INCLUDE GROUND CONDUCTOR.
	CONCEALED RACEWAY BETWEEN DEVICES AND OR EQUIPMENT IN WALLS OR IN CEILING SPACE
	UNDERGROUND RACEWAY BETWEEN DEVICES AND OR EQUIPMENT
	EXPOSED RACEWAY BETWEEN DEVICES AND OR EQUIPMENT ON WALLS OR CEILINGS
DOWN UP	CONDUIT TURNS
B	CONDUIT STUBBED AND CAPPED
G	BUSWAY
	GROUNDING CONDUCTOR
	CABLE TRAY - POWER AND TELECOMMUNICATIONS
T	TELECOMMUNICATIONS RACEWAY
D	DATA RACEWAY
V/D	VOICE/DATA COMBINATION RACEWAY
FA	FIRE ALARM RACEWAY

EQUIPMENT SYMBOLS

SYMBOL	DESCRIPTION
MSB	MAIN SWITCHBOARD. DASHED LINES INDICATE CLEARANCES.
DB	DISTRIBUTION BOARD. DASHED LINES INDICATE CLEARANCES.
H/A	FLUSH MOUNTED PANELBOARD. DASHED LINES INDICATE CLEARANCES.
L1A	SURFACE MOUNTED PANELBOARD. DASHED LINES INDICATE CLEARANCES.
MCC	MOTOR CONTROL CENTER. DASHED LINES INDICATE CLEARANCES.
T1A	DRY TYPE TRANSFORMER, WITH NAME
VFD	VARIABLE FREQUENCY DRIVE
UPS / UPS-A	UNINTERRUPTIBLE POWER SUPPLY. DASHED LINES INDICATE CLEARANCES.
ATS / ATS-1	AUTOMATIC TRANSFER SWITCH. DASHED LINES INDICATE CLEARANCES.
	GROUND BAR

ONE-LINE DIAGRAM SYMBOLS

SYMBOL	DESCRIPTION
300/3	CIRCUIT BREAKER; RATING/NO. POLES. SETTINGS AND PROTECTION AS NOTED IN SPECIFICATION OR ON DRAWINGS
3000/5	CURRENT TRANSFORMER, NUMBER "3000/5" DENOTES RATIO. NUMBER "3" DENOTES QUANTITY
300A	DISCONNECT SWITCH. "300A" DENOTES AMPERAGE RATING
300A	FUSED DISCONNECT SWITCH. "300A" DENOTES AMPERAGE RATING
81	CIRCUIT BREAKER WITH SHUNT TRIP OPERATOR
	GROUNDING ELECTRODE
	LIGHTNING ARRESTOR
SPD	SURGE PROTECTIVE DEVICE
M	ELECTRONIC METER
VFD	VFD CONNECTION
M	MOTOR CONNECTION

DEVICES SYMBOLS

SYMBOL	DESCRIPTION	MOUNTING LOC.	MOUNTING HT.
	DEVICE INDICATOR LETTER. "X" EQUALS DESIGNATION BELOW. (TYPICAL FOR MOST RECEPTACLE TYPES): BLANK FOR NORMAL POWER; E =EMERGENCY; G =GFCI RATED; IG =ISOLATED GROUND; T =TAMPERPROOF; USB =USB PORTS; WG =WEATHERPROOF AND GFCI; WP =WEATHERPROOF		
X	IN FLOOR DUPLEX RECEPTACLE. CONFIGURATION AS INDICATED ON PLANS	FLOOR	VARIES SEE ARCH SHEETS
X	IN FLOOR DOUBLE DUPLEX RECEPTACLE. CONFIGURATION AS INDICATED ON PLANS		
X	COMBINATION POWER/COMMUNICATION IN FLOOR OUTLET. CONFIGURATION AS INDICATED ON PLANS		
X	CEILING MOUNTED DUPLEX RECEPTACLE	CEILING	FLUSH
X	CEILING MOUNTED DOUBLE DUPLEX RECEPTACLE		
X	SIMPLEX RECEPTACLE	WALL, UON	+18" TO BOTTOM OF DEVICE UON
X	DUPLEX RECEPTACLE		
X	DOUBLE DUPLEX RECEPTACLE (QUADPLEX)		
X	EMERGENCY DUPLEX RECEPTACLE		
X	EMERGENCY DOUBLE DUPLEX RECEPTACLE		
X	SPECIAL PURPOSE RECEPTACLE. NEMA CONFIGURATION AND AMPERAGE AS NOTED ON PLANS		
	CLOCK. RECESSED SIMPLEX RECEPTACLE.	WALL	+96" UON
HTV	TELEVISION. DUPLEX RECEPTACLE.	WALL, UON	+84" UON
TV VD	COMBINATION DUPLEX RECEPTACLE AND TV JACK. (TWO GANG OUTLET)	WALL, UON	+84" UON
	MULTI-OULET ASSEMBLY (SURFACE MOUNTED RACEWAY).	VARIES SEE PLANS	VARIES SEE PLANS
	COMBINATION POWER/COMMUNICATION POLE. CONFIGURATION AS NOTED ON PLANS.		
	WALL MOUNTED CODE SIZE J-BOX	VARIES SEE PLANS	VARIES SEE PLANS
J	POWER CONNECTION TO EQUIPMENT MOUNTED J-BOX.		
J	CODE SIZE JUNCTION BOX		
P	CODE SIZE PULLBOX		
	PUSHBUTTON		
PC	PHOTOCELL		
	LIGHTNING PROTECTION AIR TERMINAL	ROOF	VARIES
T	THERMOSTAT	WALL	+ 44" UON
S CB	ENCLOSED CIRCUIT BREAKER. AMPERAGE/NEMA ENCLOSURE RATING, 3 POLE U.O.N	VARIES	VARIES
30/1	NON-FUSED DISCONNECT SWITCH. AMPERAGE/NEMA ENCLOSURE DESIGNATION, 3 POLE UON.		
30/3R	FUSED DISCONNECT SWITCH. AMPERAGE/NEMA ENCLOSURE DESIGNATION, 3 POLE UON.		
0/1	MOTOR STARTER. STARTER SIZE INDICATED BY NUMBER/NEMA ENCLOSURE DESIGNATION, SINGLE SPEED UON.		
1/30/3R	COMBINATION DISCONNECT SWITCH AND MOTOR STARTER. NEMA STARTER SIZE/AMPERAGE/NEMA ENCLOSURE DESIGNATION, 3 POLE UON.		
S	MOTOR. NUMBER INDICATES HORSEPOWER RATING FOR 1HP AND LARGER	NA	NA
F	MOTOR. "F" INDICATES FRACTIONAL HORSEPOWER		

NOTE:
NOT ALL ABBREVIATIONS, SYMBOLS OR GENERAL NOTES APPLY TO THIS PROJECT

FIRE ALARM SYMBOLS

SYMBOL	DESCRIPTION	MOUNTING LOC.	MOUNTING HT.
FACP	FIRE ALARM CONTROL PANEL	WALL	-
FAA	FIRE ALARM ANNUNCIATOR PANEL	WALL	+44"
F	PULL STATION		
	HORN NOTIFICATION	WALL	+80" UON
	SPEAKER NOTIFICATION		
	CHIME NOTIFICATION		
	COMBINATION SPEAKER AND CHIME NOTIFICATION		
	SPEAKER/HORN WITH STROBE LIGHT		
	STROBE LIGHT ONLY		
B	BELL (GONG)		
	PHOTOELECTRIC SMOKE DETECTOR	CEILING	SURFACE
IZ	IONIZATION SMOKE DETECTOR		
BT	BEAM TRANSMITTER		
BR	BEAM RECEIVER		
R/F	COMBINATION RATE OF RISE /FIXED TEMPERATURE		
F	FIXED TEMPERATURE; TEMPERATURE AS NOTED ON PLANS OR SPECIFICATIONS		
R	RATE OF RISE ONLY		
H	HEAT DETECTOR		
U	UNDER FLOOR SMOKE DETECTOR	UNDER FLOOR	SEE PLANS
	DUCT DETECTOR	AT DUCT	SEE PLANS
	FIRE/SMOKE DAMPER		
PS	PRESSURE SWITCH	PIPE	VARIES
TS	TAMPER SWITCH		
FS	FLOW SWITCH		
PIV	POST INDICATOR VALVE		
M	MAGNETIC DOOR HOLDER	VARIES	SEE PLANS
CM	CONTROL MODULE		
MM	MONITOR MODULE		
	REMOTE ALARM INDICATING LIGHT		
R	ADDRESSABLE/SUPERVISED RELAY		

PROJECT GENERAL NOTES

A. GENERAL

1. CONTRACTOR SHALL INFORM HIMSELF OF ANY ELECTRICAL INFORMATION THAT MIGHT BE SHOWN IN OTHER DISCIPLINES OF THIS PROJECT AND NOT SHOWN IN ELECTRICAL DIVISION. COORDINATE ALL WORK DISCREPANCIES WITH ARCHITECT PRIOR TO BID. SHOULD COORDINATION NOT OCCUR, IT IS UNDERSTOOD THAT THE CONTRACTOR FOUND NO DISCREPANCIES AND SHALL PROVIDE AND INSTALL ELECTRICAL RACEWAY, CONDUCTORS, DEVICES, AND EQUIPMENT AT NO ADDITIONAL COST.
2. THE CONTRACTOR SHALL REFER TO DIVISION 26 AND 28 SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS. THE SPECIFICATIONS ARE A PART OF THE CONSTRUCTION DOCUMENT SET AND MAY CONTAIN INFORMATION NOT SHOWN ON THE DRAWING SET.
3. THE WORD "PROVIDE" SHALL MEAN TO FURNISH AND INSTALL. EXCEPTIONS SHALL BE NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS.
4. DO NOT SCALE THE ELECTRICAL DRAWING TO DETERMINE THE LOCATIONS OF LUMINAIRES, OUTLETS, OR EQUIPMENT. REFER TO THE ARCHITECTURAL DRAWINGS AND FIELD MEASUREMENTS FOR ALL PROJECT DIMENSIONS.
5. THE CONTRACTORS SHALL COORDINATE ALL WORK WITH OTHER DISCIPLINES PRIOR TO START OF WORK AND INSTALLATION OF EQUIPMENT.
6. ALL EXPOSED CONDUIT, FITTING, BOXES, HANGERS, CLIPS, SUPPORTERS, ETC. IN FINISHED AREAS SHALL BE PAINTED PER THE ARCHITECT'S INSTRUCTIONS.
7. PROVIDE PULLSTRING IN ALL EMPTY CONDUITS.
8. ALL FREESTANDING ELECTRICAL EQUIPMENT SHALL HAVE CONCRETE HOUSEKEEPING PADS. REFER TO DIVISION 26 SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
9. IN THE CASE OF CONFLICTS NOT CLARIFIED PRIOR TO THE BIDDING DEADLINE, USE OF THE MOST COSTLY ALTERNATIVE (BETTER QUALITY, GREATER QUANTITY, AND LARGER SIZE) IN PREPARING THE BID.
10. CONTRACTORS SHALL VERIFY AND COORDINATE WITH EXACT MOUNTING HEIGHTS AND LOCATIONS OF ALL DEVICES WITH ARCHITECT PRIOR TO ROUGH-IN. ALL RACEWAYS FOR RECEPTACLES TO RUN CONCEALED BENEATH COUNTER AS REQUIRED.
11. ALL GROUNDING CABLE IN THE WHOLE ELECTRICAL DISTRIBUTION SYSTEM SHALL SHOW ZERO CURRENT (AFTER SYSTEM IS ENERGIZED) - IF ANY CURRENT IS FOUND IN THE SYSTEM, THEN THE CONTRACTOR IS RESPONSIBLE TO RESOLVE THE PROBLEM AND REMOVE OBJECTIONABLE CURRENT FROM THE GROUNDING SYSTEM.
12. CONTRACTORS SHALL COORDINATE ALL CEILING MOUNTED DEVICES INCLUDING LUMINAIRES, SPEAKERS, CEILING MOUNTED RECEPTACLES, VOICE/DATA OUTLET BOXES, AND DIFFUSERS PRIOR TO ROUGH-IN.

B. CIRCUITS

1. ALL BRANCH CIRCUITS SHALL BE 2#12 & 1#12-3/4"C MINIMUM UNLESS OTHERWISE INDICATED.
2. ALL RECEPTACLES LOCATED WITHIN 6 FEET OF ANY SINK SHALL BE GFCI TYPE.
3. FIRE SEAL ALL CONDUIT PENETRATIONS THROUGH FIRE RATED WALL WITH FIRE SEALANT THE MATCHES OR EXCEEDS RATING OF WALL.

C. EQUIPMENT

3. REFER TO MECHANICAL DRAWINGS FOR CONTROL DIAGRAMS AND/OR SEQUENCE OF OPERATION DESCRIPTIONS.
4. REFER TO MECHANICAL DRAWINGS FOR EQUIPMENT SCHEDULES.
5. SWITCHES CONTROLLING MECHANICAL EQUIPMENT SHALL BE LABELED FOR THE EQUIPMENT SERVED.
6. SIZE ALL FUSES PER THE EQUIPMENT MANUFACTURES RECOMMENDATION.
7. REFER TO MECHANICAL PLANS FOR EXACT LOCATION AND REQUIREMENTS FOR MOTORIZED DAMPERS.
8. PROVIDE A GFCI CONVENIENCE RECEPTACLE FOR MECHANICAL EQUIPMENT. LOCATE RECEPTACLE WITHIN 25 FEET OF UNIT. COORDINATE WITH MECHANICAL PRIOR TO ROUGH-IN.
9. PROVIDE FEEDERS BETWEEN THE STARTERS AND DISCONNECT SWITCHES SIZED PER THE HOMERUN.
10. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH MECHANICAL AND PLUMBING DRAWINGS FOR EXACT LOCATION OF EQUIPMENT.

F. FIRE ALARM

5. COORDINATE WITH FIRE ALARM CONSULTANT PRIOR TO COMMENCEMENT OF WORK.
6. CONTRACTOR SHALL COORDINATE AND INSTALL ALL DUCT MOUNTED SMOKE DETECTORS, FIRE SMOKE DAMPERS, HEAT AND SMOKE DETECTORS, PULL STATIONS, HORN/STROBES, FACP PANEL, ANNUNCIATION PANELS, TAMPER AND FLOW SWITCHES, ETC. AS REQUIRED TO PROVIDE A COMPLETE SYSTEM. ALL DEVICES SHALL BE INSTALLED PER MANUFACTURES RECOMMENDATIONS.
7. FIRE ALARM CONTRACTOR IS RESPONSIBLE FOR MONITORING AND/OR CONTROLLING OF ALL REQUIRED ELEMENTS ASSOCIATED WITH THE FOLLOWING SYSTEMS: HVAC, SECURITY INTERFACE, AND EMERGENCY SHUT DOWNS.
8. ALL CHIMES, HORNS, STROBES, OR COMBINATION OF THE THREE SHALL BE SYNCHRONIZED. CONTRACTOR SHALL PROVIDE TWO SEPARATE CIRCUITS FOR CHIMES/HORNS AND STROBES TO PROVIDE THE CAPABILITY OF TURNING OFF CHIMES/HORNS, BUT NOT STROBES.
9. ALL DEVICES (SMOKE DETECTORS, SPEAKERS, ETC.) MOUNTED IN LAY-IN CEILING SHALL BE CENTERED IN TILE.
10. IN MECHANICAL/UTILITY ROOMS, CONTRACTOR SHALL LOCATE SMOKE DETECTORS IN SPACE AFTER ALL MECHANICAL, PLUMBING, ETC. HAS BEEN INSTALLED. PROVIDE ADEQUATE COVERAGE OF THE SPACE.
11. ALL FIRE/SECURITY RACEWAY SHALL BE 3/4"C MINIMUM UNLESS OTHERWISE NOTED.
12. CONTRACTOR/ INSTALLER SHALL NOTIFY COUNTY OF ANY EXISTING NON-CONFORMING/ NON-CODE COMPLIANT INSTALLATIONS OR LIFE-SAFETY CONDITIONS UNCOVERED OR OBSERVED IN THE PROCESS OF THE WORK. CONDITIONS SHALL BE REPORTED WHETHER OR NOT THEY ARE WITHIN OR OUTSIDE THE CONTRACTUAL SCOPE OF WORK.
13. CONTRACTOR SHALL MAINTAIN THE FIRE PROTECTION SYSTEM OF THE ENTIRE BUILDING IN WORKING ORDER FOR THE DURATION OF THE PROJECT. NOTIFY COUNTY OF ANY CONDITIONS RELATED TO THE FIRE PROTECTION SYSTEM UNCOVERED OR OBSERVED OUTSIDE THE CONTRACTUAL SCOPE OF WORK.

FULL SIZE SHEET: 22X34

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SEAL

STATE OF TEXAS — TIFFANY L. GRAEBNER — 106020 — LICENSED PROFESSIONAL ENGINEER

07/20/2023

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TBPE F-7451, TBPLS F-10193910

PROJECT INFORMATION

CLIENT NAME:

WILLIAMSON COUNTY 1848

PROJECT NAME:

ESOC Data Center Cooling Upgrades

RSE PROJECT No.

1446

PROJECT ADDRESS:

911 Tracy Chambers Lane
Georgetown, TX 78626

ISSUE

ISSUED FOR CONSTRUCTION
JULY 20, 2023

MARK	DATE	DESCRIPTION

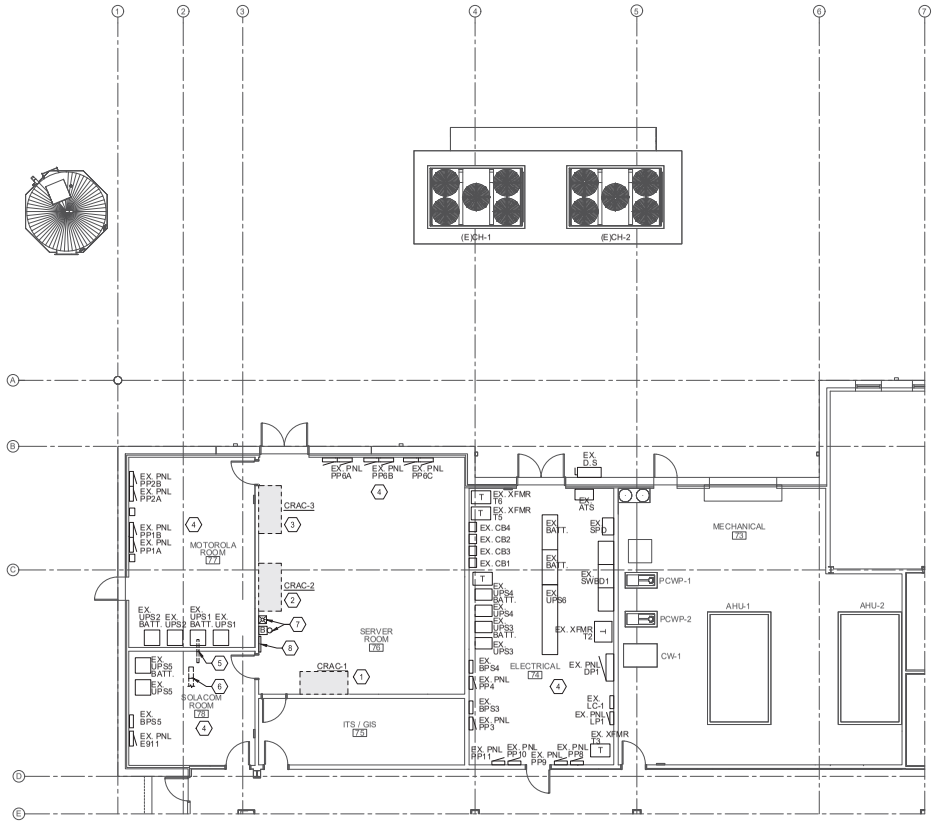
RSE PROJECT NO: 1446

SHEET TITLE

ELECTRICAL LEGEND AND GENERAL INFORMATION

SHEET NUMBER

E001



1 ELECTRICAL DEMOLITION PLAN - BASE BID AND ALTERNATES

1/8" = 1'-0"

0' 4' 8' 16'

1/8" = 1'-0"

N

FULL SIZE SHEET: 22X34

GENERAL NOTES

A. REFER TO ELECTRICAL LEGEND SHEET E0.1 FOR PROJECT GENERAL NOTES.

B. DRAWINGS ARE SCHEMATIC IN NATURE; VERIFY DIMENSIONS AND EQUIPMENT LOCATIONS IN THE FIELD. CONTRACTOR SHALL VERIFY EXACT LOCATION AND CONFIGURATION OF EXISTING INSTALLATIONS TO REMAIN.

C. ELECTRICAL EQUIPMENT AND DEVICES SHOWN ON THIS SHEET HAVE BEEN GATHERED FROM FIELD INVESTIGATIONS. THERE MAY EXIST OTHER EQUIPMENT AND DEVICES IN FIELD THAT ARE NOT REFLECTED ON THIS SHEET. THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING AND/OR RELOCATING EQUIPMENT, DEVICES AND RACEWAY SYSTEM IN CONFLICT WITH NEW CONSTRUCTION.

D. TO BEGIN THE DEMOLITION INDICATES THAT THE CONTRACTOR ACCEPTS THE EXISTING CONDITIONS.

E. CONTRACTOR SHALL MAINTAIN ACCESS TO EXISTING ELECTRICAL EQUIPMENT OR DEVICES WHICH REMAIN ACTIVE. CONTRACTOR SHALL EXTEND EXISTING INSTALLATIONS USING MATERIALS AND METHODS AS SPECIFIED.

F. VERIFY AND/OR DETERMINE EXISTING CIRCUITING ARRANGEMENTS FOR EQUIPMENT TO BE REMOVED BEFORE DE-ENERGIZING ANY CIRCUITS. CONTRACTOR SHALL CIRCUIT TRACE TO DETERMINE PANEL AND CIRCUIT CONNECTIONS FOR ALL EXISTING EQUIPMENT AND/OR CIRCUITS THAT ARE TO BE REMOVED IN PREPARATION FOR THE RENOVATION.

G. REMOVE ALL EXISTING DEVICES/EQUIPMENT THAT ARE NOT TO BE UTILIZED AFTER THE PROJECT IS COMPLETED. REMOVE ALL CONDUIT AND WIRING BACK TO THE SOURCE AND/OR PANEL UNLESS INDICATED OTHERWISE. MAINTAIN OPERATIONAL ALL EXISTING TO REMAIN DEVICES/EQUIPMENT, REGARDLESS IF ANY UPSTREAM DEVICE/EQUIPMENT ARE TO BE DEMOLISHED (EXTEND EXISTING CIRCUITS AS NEEDED). ALL MATERIALS AND EQUIPMENT NOT TO BE REUSED (UNLESS OWNER ELECTS TO RETAIN) IN THE PROJECT BECOMES THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE PREMISES.

H. CLEAN AND REPAIR EXISTING MATERIALS AND EQUIPMENT WHICH REMAIN OR ARE TO BE REUSED. IF ANY MATERIAL, EQUIPMENT, AND/OR FINISHES WITHIN THE SCOPE OF WORK IS DAMAGED, THEN RESTORE IT INTO WORKING CONDITION THAT IS ACCEPTABLE BY THE AHJ AND OWNER. IF NECESSARY, THE CONTRACTOR SHALL EMPLOY CRAFTS THAT WERE ORIGINALLY USED TO PERFORM THE EXISTING WORK.

I. UPON COMPLETION OF RENOVATION, CONTRACTOR SHALL PROVIDE CONTINUITY OF ANY CIRCUITS THAT ARE TO REMAIN THAT WERE INTERRUPTED DUE TO THE DEMOLITION. PROVIDE 'AS-BUILT' DRAWINGS AND ACCURATELY DENOTE EACH CIRCUIT PART OF THE SCOPE OF WORK. UPDATE ALL PANELBOARD/SWITCHBOARD DIRECTORIES AS REQUIRED.

SHEET KEYED NOTES

1. BASE BID: REMOVE POWER SERVING DEMO'ED CRAC UNIT AND REPLACE WITH NEW. REMOVE CONDUIT AND CONDUCTORS BACK TO SOURCE. EXISTING BREAKER TO REMAIN. REFER TO ONE LINE DIAGRAM FOR MORE INFORMATION.
2. ALTERNATE #1 (IN ADDITION TO BASE BID): REMOVE POWER SERVING DEMO'ED CRAC UNIT AND REPLACE WITH NEW. REMOVE CONDUIT AND CONDUCTORS BACK TO SOURCE. EXISTING BREAKER TO REMAIN. REFER TO ONE LINE DIAGRAM FOR MORE INFORMATION.
3. ALTERNATE #2 (IN ADDITION TO BASE BID AND ALTERNATE #1): REMOVE POWER SERVING DEMO'ED CRAC UNIT AND REPLACE WITH NEW. REMOVE CONDUIT AND CONDUCTORS BACK TO SOURCE. EXISTING BREAKER TO REMAIN. REFER TO ONE LINE DIAGRAM FOR MORE INFORMATION.
4. EXISTING ELECTRICAL EQUIPMENT TO REMAIN.
5. ALTERNATE #2 (IN ADDITION TO BASE BID AND ALTERNATE #1): MODIFY EXISTING GROUNDING BAR LOCATED UNDER RAISED FLOOR TO MAKE ROOM FOR NEW CRAC-4 ABOVE. REMOVE SECTION OF GROUND BAR IN CONFLICT WITH NEW CRAC UNIT.
6. ALTERNATE #2 (IN ADDITION TO BASE BID AND ALTERNATE #1): REMOVE SECTION OF CABLE TRAY LOCATED UNDER RAISED FLOOR IN CONFLICT WITH NEW CRAC-4 ABOVE.
7. ALTERNATE #1 (IN ADDITION TO BASE BID AND ALTERNATE #1): RAISE EXISTING FIRE ALARM DEVICES UP WALL TO AVOID CONFLICT WITH NEW CRAC UNIT FOOTPRINT. FIELD VERIFY EXACT DIMENSIONS.
8. ALTERNATE #1 (IN ADDITION TO BASE BID AND ALTERNATE #1): RAISE EXISTING MONITOR UP WALL TO AVOID CONFLICT WITH NEW CRAC UNIT FOOTPRINT. FIELD VERIFY EXACT DIMENSIONS.

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FIRM REGISTRATION NUMBERS:
TBPE F-7451, TBPLS F-10193910

PROJECT INFORMATION

CLIENT NAME:

WILLIAMSON COUNTY 1848

PROJECT NAME:

ESOC Data Center Cooling Upgrades

RSE PROJECT No.

1446

PROJECT ADDRESS:

911 Tracy Chambers Lane
Georgetown, TX 78626

ISSUE

ISSUED FOR CONSTRUCTION
JULY 20, 2023

MARK	DATE	DESCRIPTION

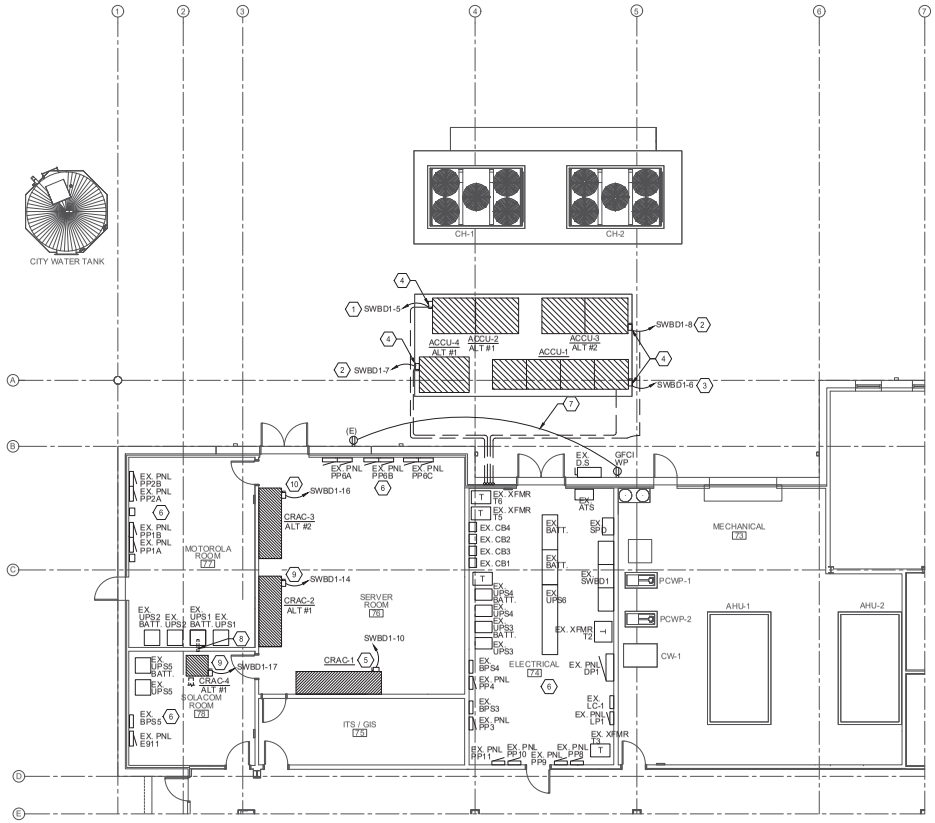
RSE PROJECT NO: 1446

SHEET TITLE

ELECTRICAL DEMOLITION PLAN - BASE BID AND ALTERNATES

SHEET NUMBER

ED201



1 ELECTRICAL RENOVATION PLAN - BASE BID AND ALTERNATES
1/8" = 1'-0"

0' 4' 8' 16'
1/8" = 1'-0"

N

FULL SIZE SHEET: 22X34

GENERAL NOTES

A. REFER TO ELECTRICAL LEGEND SHEET E0.1 FOR PROJECT GENERAL NOTES.

B. DRAWINGS ARE SCHEMATIC IN NATURE; VERIFY DIMENSIONS AND EQUIPMENT LOCATIONS IN THE FIELD. CONTRACTOR SHALL VERIFY EXACT LOCATION AND CONFIGURATION OF EXISTING INSTALLATIONS TO REMAIN.

C. ELECTRICAL EQUIPMENT AND DEVICES SHOWN ON THIS SHEET HAVE BEEN GATHERED FROM FIELD INVESTIGATIONS. THERE MAY EXIST OTHER EQUIPMENT AND DEVICES IN FIELD THAT ARE NOT REFLECTED ON THIS SHEET. THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING AND/OR RELOCATING EQUIPMENT, DEVICES AND RACEWAY SYSTEM IN CONFLICT WITH NEW CONSTRUCTION.

D. TO BEGIN THE DEMOLITION INDICATES THAT THE CONTRACTOR ACCEPTS THE EXISTING CONDITIONS.

E. CONTRACTOR SHALL MAINTAIN ACCESS TO EXISTING ELECTRICAL EQUIPMENT OR DEVICES WHICH REMAIN ACTIVE. CONTRACTOR SHALL EXTEND EXISTING INSTALLATIONS USING MATERIALS AND METHODS AS SPECIFIED.

F. VERIFY AND/OR DETERMINE EXISTING CIRCUITING ARRANGEMENTS FOR EQUIPMENT TO BE REMOVED BEFORE DE-ENERGIZING ANY CIRCUITS. CONTRACTOR SHALL CIRCUIT TRACE TO DETERMINE PANEL AND CIRCUIT CONNECTIONS FOR ALL EXISTING EQUIPMENT AND/OR CIRCUITS THAT ARE TO BE REMOVED IN PREPARATION FOR THE RENOVATION.

G. REMOVE ALL EXISTING DEVICES/EQUIPMENT THAT ARE NOT TO BE UTILIZED AFTER THE PROJECT IS COMPLETED. REMOVE ALL CONDUIT AND WIRING BACK TO THE SOURCE AND/OR PANEL UNLESS INDICATED OTHERWISE. MAINTAIN OPERATIONAL ALL EXISTING TO REMAIN DEVICES/EQUIPMENT, REGARDLESS IF ANY UPSTREAM DEVICE/EQUIPMENT ARE TO BE DEMOLISHED (EXTEND EXISTING CIRCUITS AS NEEDED). ALL MATERIALS AND EQUIPMENT NOT TO BE REUSED (UNLESS OWNER ELECTS TO RETAIN) IN THE PROJECT BECOMES THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE PREMISES.

H. CLEAN AND REPAIR EXISTING MATERIALS AND EQUIPMENT WHICH REMAIN OR ARE TO BE REUSED. IF ANY MATERIAL, EQUIPMENT, AND/OR FINISHES WITHIN THE SCOPE OF WORK IS DAMAGED, THEN RESTORE IT INTO WORKING CONDITION THAT IS ACCEPTABLE BY THE AHJ AND OWNER. IF NECESSARY, THE CONTRACTOR SHALL EMPLOY CRAFTS THAT WERE ORIGINALLY USED TO PERFORM THE EXISTING WORK.

I. UPON COMPLETION OF RENOVATION, CONTRACTOR SHALL PROVIDE CONTINUITY OF ANY CIRCUITS THAT ARE TO REMAIN THAT WERE INTERRUPTED DUE TO THE DEMOLITION. PROVIDE 'AS-BUILT' DRAWINGS AND ACCURATELY DENOTE EACH CIRCUIT PART OF THE SCOPE OF WORK. UPDATE ALL PANELBOARD/SWITCHBOARD DIRECTORIES AS REQUIRED.

J. CONNECT NEW CRAC UNITS TO EXISTING GROUNDING BAR. REFER TO APPENDICES LOCATED IN SPECIFICATIONS FOR SPECIFIC GROUNDING REQUIREMENTS.

K. ALTERNATE #3: CONTRACTOR SHALL PROVIDE ELECTRICAL POWER FROM EXISTING TEMPORARY CHILLER CONNECTION LOCATED IN CHILLER YARD TO NEW TEMPORARY 20 TON SUPPLEMENTAL COOLING AHU.

SHEET KEYED NOTES

1. BASE BID: PROVIDE NEW FEEDER TO NEW CONDENSING UNIT AS SHOWN. REFER TO SHEET E601 FOR FEEDER SIZE AND BREAKER SIZE.
2. ALTERNATE #1 (IN ADDITION TO BASE BID): PROVIDE NEW FEEDER TO NEW CONDENSING UNIT AS SHOWN. REFER TO SHEET E601 FOR NEW FEEDER SIZE AND BREAKER SIZE.
3. ALTERNATE #2 (IN ADDITION TO BASE BID AND ALTERNATE#1): PROVIDE NEW FEEDER TO NEW CONDENSING UNIT AS SHOWN. REFER TO SHEET E601 FOR NEW FEEDER SIZE AND BREAKER SIZE.
4. DISCONNECT SWITCH PROVIDED WITH MECHANICAL EQUIPMENT, SHOWN FOR REFERENCE ONLY. COORDINATE INSTALLATION WITH DIVISION 23. ROUTE CONDUITS UNDERGROUND WHERE SHOWN INTO CRAWL SPACE AND UP TO SWITCHBOARD. COORDINATE ROUTING WITH REFRIGERANT LINES, ELECTRICAL CONDUITS TO BE ROUTED ABOVE REFRIGERANT LINES IF CROSSING OCCURS.
5. BASE BID: DISCONNECT SWITCH PROVIDED WITH MECHANICAL EQUIPMENT, SHOWN FOR REFERENCE ONLY. COORDINATE INSTALLATION WITH DIVISION 23.
6. EXISTING ELECTRICAL EQUIPMENT TO REMAIN.
7. TIE TO EXISTING BRANCH CIRCUIT SERVING EXISTING OUTDOOR RECEPTACLE. LOAD ON CIRCUIT NOT TO EXCEED 16A.
8. RECONNECT EXISTING GROUNDING WIRE AS REQUIRED TO MODIFIED GROUND BUS. PROVIDE NEW GROUNDING WIRE IF EXISTING WIRE IS TO SHORT TO RECONNECT.
9. ALTERNATE #1 (IN ADDITION TO BASE BID): DISCONNECT SWITCH PROVIDED WITH MECHANICAL EQUIPMENT, SHOWN FOR REFERENCE ONLY. COORDINATE INSTALLATION WITH DIVISION 23.
10. ALTERNATE #2 (IN ADDITION TO BASE BID AND ALTERNATE #1): DISCONNECT SWITCH PROVIDED WITH MECHANICAL EQUIPMENT, SHOWN FOR REFERENCE ONLY. COORDINATE INSTALLATION WITH DIVISION 23.

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MARK	DATE	DESCRIPTION

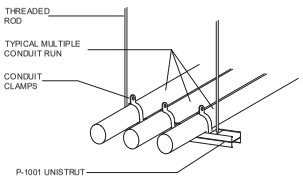
RSE PROJECT NO: 1446

SHEET TITLE

ELECTRICAL RENOVATION PLAN - BASE BID AND ALTERNATES

SHEET NUMBER

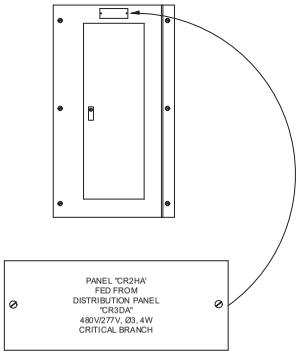
E201



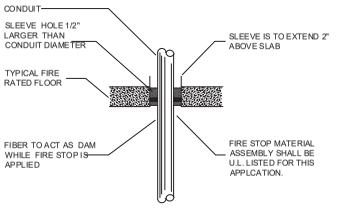
5 TRAPEZE MTD. CONDUIT DETAIL
NOT TO SCALE

NOTE

ALL PANELBOARD, DISCONNECT SWITCHES, VFD'S, ELECTRICALLY SERVED EQUIPMENT, ETC. IN THIS PROJECT SHALL BE IDENTIFIED BY THE PANEL NAME, SOURCE PANEL, VOLTAGE/PHASE, AND ELECTRICAL BRANCH OF THE ELECTRICAL SYSTEM.
RE: SPECIFICATIONS FOR COLORS AND ADDITIONAL INFORMATION.



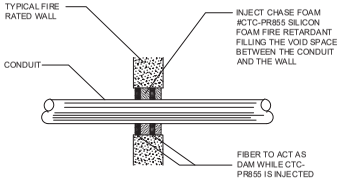
4 TYPICAL PNL. IDENTIFICATION
NOT TO SCALE



NOTE

FIRE RATING OF COMPLETED FIREPROOFED ASSEMBLY SHALL EQUAL OR EXCEED THE FIRE RATING OF THE FLOOR

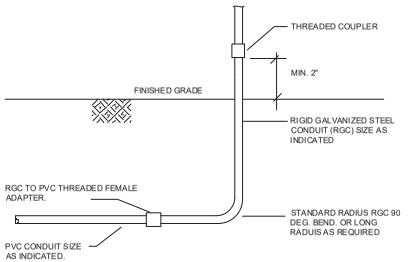
3 FLOOR PENETRATION DETAIL
NOT TO SCALE



NOTE

FIRE RATING OF COMPLETED FIREPROOFED ASSEMBLY SHALL EQUAL OR EXCEED THE FIRE RATING OF THE WALL

2 FIREWALL PENETRATION DETAIL
NOT TO SCALE



1 CONDUIT STUB-UP DETAIL
NOT TO SCALE

FULL SIZE SHEET: 22X34

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MARK	DATE	DESCRIPTION

RSE PROJECT NO: 1446

SHEET TITLE

ELECTRICAL DETAILS

SHEET NUMBER

E501

KEYED NOTES

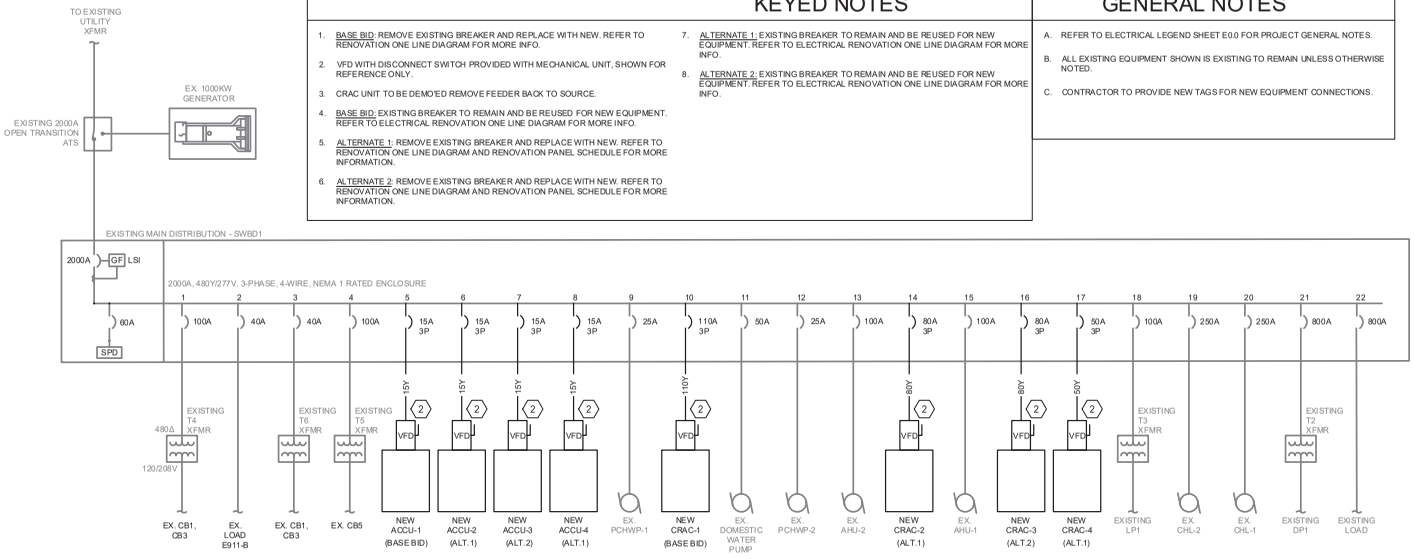
1. BASE BID: REMOVE EXISTING BREAKER AND REPLACE WITH NEW. REFER TO RENOVATION ONE LINE DIAGRAM FOR MORE INFO.
2. VFD WITH DISCONNECT SWITCH PROVIDED WITH MECHANICAL UNIT, SHOWN FOR REFERENCE ONLY.
3. CRAC UNIT TO BE DEMO'ED REMOVE FEEDER BACK TO SOURCE.
4. BASE BID: EXISTING BREAKER TO REMAIN AND BE REUSED FOR NEW EQUIPMENT. REFER TO ELECTRICAL RENOVATION ONE LINE DIAGRAM FOR MORE INFO.
5. ALTERNATE 1: REMOVE EXISTING BREAKER AND REPLACE WITH NEW. REFER TO RENOVATION ONE LINE DIAGRAM AND RENOVATION PANEL SCHEDULE FOR MORE INFORMATION.
6. ALTERNATE 2: REMOVE EXISTING BREAKER AND REPLACE WITH NEW. REFER TO RENOVATION ONE LINE DIAGRAM AND RENOVATION PANEL SCHEDULE FOR MORE INFORMATION.
7. ALTERNATE 1: EXISTING BREAKER TO REMAIN AND BE REUSED FOR NEW EQUIPMENT. REFER TO ELECTRICAL RENOVATION ONE LINE DIAGRAM FOR MORE INFO.
8. ALTERNATE 2: EXISTING BREAKER TO REMAIN AND BE REUSED FOR NEW EQUIPMENT. REFER TO ELECTRICAL RENOVATION ONE LINE DIAGRAM FOR MORE INFO.

GENERAL NOTES

A. REFER TO ELECTRICAL LEGEND SHEET E0.0 FOR PROJECT GENERAL NOTES.

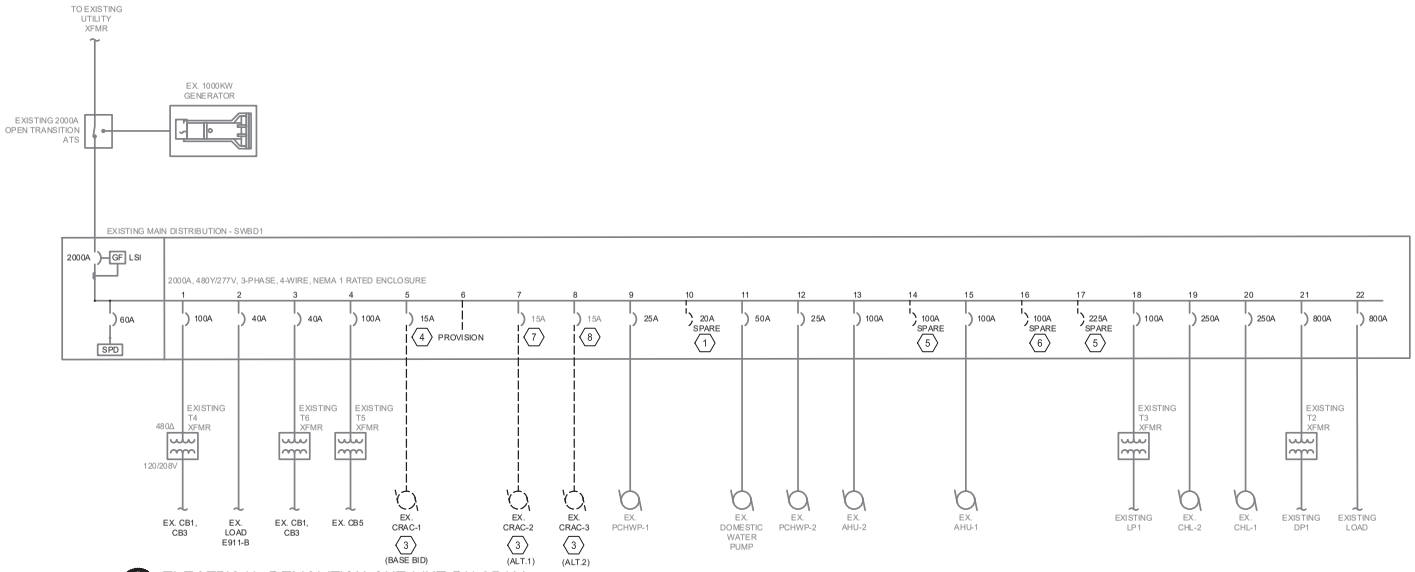
B. ALL EXISTING EQUIPMENT SHOWN IS EXISTING TO REMAIN UNLESS OTHERWISE NOTED.

C. CONTRACTOR TO PROVIDE NEW TAGS FOR NEW EQUIPMENT CONNECTIONS.



2 ELECTRICAL RENOVATION ONE LINE DIAGRAM

NTS



1 ELECTRICAL DEMOLITION ONE LINE DIAGRAM

NTS

FEEDER SCHEDULE

NOTE:
ALL CONDUCTORS ARE COPPER, TYPE THWN/THHN UNLESS OTHERWISE NOTED

DESIGNATION	CONDUCTORS	GROUND	CONDUIT
SINGLE PHASE TWO WIRE & GROUND FEEDER			
20S	2#12	12	3/4"
30S	2#10	10	3/4"
40S	2#8	10	3/4"
50S	2#6	8	1"
60S	2#4	8	1 1/4"
THREE PHASE THREE WIRE & GROUND FEEDER			
20D	3#12	12	3/4"
25D	3#10	10	3/4"
30D	3#10	10	3/4"
35D	3#8	10	3/4"
40D	3#8	10	3/4"
45D	3#8	10	3/4"
50D	3#6	8	1"
60D	3#4	8	1 1/4"
70D	3#4	8	1 1/4"
80D	3#3	8	1 1/4"
90D	3#2	8	1 1/4"
100D	3#1	6	1 1/2"
125D	3#1	6	1 1/2"
150D	3#1/0	6	1 1/2"
175D	3#2/0	6	2"
200D	3#3/0	6	2"
225D	3#4/0	4	2 1/2"
250D	3-250 KCMIL	4	3"
300D	3-350 KCMIL	4	3"
350D	3-500 KCMIL	2	4"
400D	3-600 KCMIL	2	4"
450D	(2) (3#4/0)	(2) 2	(2) 2 1/2"
500D	(2) (3-250 KCMIL)	(2) 2	(2) 3"
600D	(2) (3-350 KCMIL)	(2) 1	(2) 3"
700D	(2) (3-500 KCMIL)	(2) 1	(2) 4"
800D	(2) (3-600 KCMIL)	(2) 1/0	(2) 4"
1000D	(3) (3-400 KCMIL)	(3) 2/0	(3) 3"
1200D	(3) (3-600 KCMIL)	(3) 3/0	(3) 4"
1600D	(4) (3-600 KCMIL)	(4) 4/0	(4) 4"
2000D	(5) (3-600 KCMIL)	(5)250 KCMIL	(5) 4"
2500D	(6) (3-600 KCMIL)	(6)350 KCMIL	(6) 4"
3000D	(8) (3-500 KCMIL)	(8)400 KCMIL	(8) 4"
4000D	(10) (3-600 KCMIL)	(10)500 KCMIL	(10) 4"
THREE PHASE FOUR WIRE & GROUND FEEDER			
20Y	4#12	12	3/4"
25Y	4#10	10	3/4"
30Y	4#10	10	3/4"
35Y	4#8	10	3/4"
40Y	4#8	10	3/4"
45Y	4#8	10	3/4"
50Y	4#6	8	1"
60Y	4#4	8	1 1/4"
70Y	4#4	8	1 1/4"
80Y	4#4	8	1 1/4"
90Y	4#2	8	1 1/4"
100Y	4#1	6	1 1/2"
125Y	4#1	6	1 1/2"
150Y	4#1/0	6	2"
175Y	4#2/0	6	2"
200Y	4#3/0	6	2"
225Y	4#4/0	4	2 1/2"
225YN	5#4/0	4	3"
250Y	4-250 KCMIL	4	3"
300Y	4-350 KCMIL	4	3"
350Y	4-500 KCMIL	2	4"
400Y	4-600 KCMIL	2	4"
450Y	(2) (4#4/0)	(2) 2	(2) 2 1/2"
500Y	(2) (4-250 KCMIL)	(2) 2	(2) 3"
600Y	(2) (4-350 KCMIL)	(2) 1	(2) 3"
700Y	(2) (4-500 KCMIL)	(2) 1	(2) 4"
800Y	(2) (4-600 KCMIL)	(2) 1/0	(2) 4"
1000Y	(3) (4-400 KCMIL)	(3) 2/0	(3) 3"
1200Y	(3) (4-600 KCMIL)	(3) 3/0	(3) 4"
1600Y	(4) (4-600 KCMIL)	(4) 4/0	(4) 4"
2000Y	(5) (4-600 KCMIL)	(5)250 KCMIL	(5) 4"
2500Y	(6) (4-600 KCMIL)	(6)350 KCMIL	(6) 4"
3000Y	(8) (4-500 KCMIL)	(8)400 KCMIL	(8) 4"
4000Y	(10) (4-600 KCMIL)	(10)500 KCMIL	(10) 4"
5000Y	(12) (4-600 KCMIL)	(12)700 KCMIL	(12) 4"

EQUIPMENT BONDING JUMPER FOR SEPARATELY DERIVED SYSTEMS PER NEC 250.66 (PROVIDE CONDUCTOR GROUND BELOW INSTEAD OF FEEDER GROUND FOR THREE PHASE, 4-WIRE SYSTEMS INDICATED ABOVE)

DESIGNATION	GROUND	
20YS THRU 100YS	8	
125YS THRU 150YS	6	
175YS THRU 200YS	4	
225YS THRU 300YS	2	
350YS THRU 500YS	1/0	
600YS THRU 700YS	2/0	
800YS THRU 5000YS	3/0	

FULL SIZE SHEET: 22X34

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SHEET TITLE

ELECTRICAL ONE LINE DIAGRAM AND SCHEDULES

SHEET NUMBER

E601

ELECTRICAL LOAD SUMMARY

Williamson County Crac unit replacement

Type of Occupancy: Office
HVAC System: Chilled water heating hot water AHU
Plumbing Equipment: None

Existing Building Load:
A 12 month electric reading was taken of the building. Over the last twelve months a peak load of 182.7KW was consumed. Per NEC 220.87 that 12 month peak load can be used as the baseline for calculating the electrical service.

Peak 12 month Load (KW): 182.7
Peak Load x 125%: 228.4
Existing Building Load: 228.4 KW

Loads below are for area of work only

LOADS	AMPS	KW	Demand Factor	Total KW
Demolished Loads				
CRAC-1	6	5.0	100%	5.0
CRAC-2	6	5.0	100%	5.0
CRAC-3	6	5.0	100%	5.0
			Subtotal:	15.0
New Loads				
CRAC-1	97.4	81.0	100%	81.0
CRAC-2 (ALT.1)	74.8	62.2	100%	62.2
CRAC-3 (ALT.2)	74.8	62.2	100%	62.2
CRAC-4 (ALT.1)	43.7	36.3	100%	36.3
ACCU-1	6	5.0	100%	5.0
ACCU-2 (ALT.1)	6.3	5.2	100%	5.2
ACCU-3 (ALT.2)	6.3	5.2	100%	5.2
ACCU-4 (ALT.1)	3.5	2.9	100%	2.9
			Subtotal:	260.0

Total Connected Load(KVA): 473.5 KW
Total Connected Load @ 480V : 569.7 Amps
Building Available Load: 2000.0 Amps
Spare Available Load: 1430.3 Amps

Based on NEC 2020 and IECC 2018

GENERAL NOTES

A. REFER TO ELECTRICAL LEGEND SHEET E0.0 FOR PROJECT GENERAL NOTES.

B. ALL EXISTING EQUIPMENT SHOWN IS EXISTING TO REMAIN UNLESS OTHERWISE NOTED.

KEYED NOTES

1. REMOVE EXISTING BREAKER AND REPLACE WITH NEW. REFER TO RENO PANEL SCHEDULE FOR NEW BREAKER INFORMATION.
2. PROVIDE NEW BREAKER AS SHOWN.

MAIN SWITCHBOARD: SWBD1 (RENO) LOCATION: ELECTRICAL RM. 74
VOLTAGE: 480V-3P-3W
BUS RATING: 2000A
MAIN: 2000A
FED FROM: UTILITY

	TYP	NO	DESCRIPTION	FRAME	TRIP	PH A	PH B	PH C	TOTAL VA	AMPS	COMMENTS
	N	1	EX. T4		100A	5533	5533	5533	16600	20.0	
	N	2	EX. EB11-B		40A	2213	2213	2213	6640	8.0	
	N	3	EX. T6		40A	2213	2213	2213	6640	8.0	
	N	4	EX. T5		100A	5533	5533	5533	16600	20.0	
	M	5	**ACCU-1 (BASE BID)**		**15A**	1660	1660	1660	4980	6.0	
(2)	M	6	**ACCU-2 (ALT. 1)**		**15A**	1743	1743	1743	5229	6.3	
	M	7	**ACCU-3 (ALT. 2)**		**15A**	1743	1743	1743	5229	6.3	
	M	8	**ACCU-4 (ALT. 1)**		**15A**	968	968	968	2905	3.5	
	N	9	EX. PCHWP-1		25A	3043	3043	3043	9130	11.0	
(2)	M	10	**CRAC-1 (BASE BID)**		**110A**	26947	26947	26947	80842	97.2	
	N	11	EX. DOMESTIC WATER PUMP		50A	2767	2767	2767	8300	10.0	
	N	12	EX. PCHWP-2		25A	3043	3043	3043	9130	11.0	
	N	13	EX. AHU-2		100A	10071	10071	10071	30212	36.3	
(2)	M	14	**CRAC-2 (ALT. 1)**		**80A**	20695	20695	20695	62084	74.7	
	N	15	EX. AHU-1		100A	10071	10071	10071	30212	36.3	
(2)	M	16	**CRAC-3 (ALT. 2)**		**80A**	20695	20695	20695	62084	74.7	
	M	17	**CRAC-4 (ALT. 1)**		**50A**	12090	12090	12090	36271	43.6	
	N	18	EX. T3		100A	5533	5533	5533	16600	20.0	
	N	19	EX. CHL-2		250A	6917	6917	6917	20750	25.0	
	N	20	EX. CHL-1		250A	6917	6917	6917	20750	25.0	
	N	21	EX. T2		800A	44267	44267	44267	132800	159.7	
	N	22	EX. LOAD		800A	44267	44267	44267	132800	159.7	
									0		X - MEASURED/CALC'D LOAD
						0	0	0	0		D - DELETED LOAD
						0	0	0	0		Y - SUBSEQUENT ADDED LOAD
						0	0	0	0		C - CONTINOUS LOAD (*125%)
						0	0	0	0		LM - LAREST MOTOR LOAD (*125%)
						59594	59594	59594	178782		M - MOTOR LOAD
						149621	149621	149621	448864		N - NON CONTINOUS LOAD
						209215	209215	209215	627646		TOTAL DEMAND PER PHASE (VA)

BUS TOTALS (KVA)
CONNECTED: 716.8
DEMAND: 627.6

BUS TOTALS (AMPS)
CONNECTED: 862.2
DEMAND: 754.9

MAIN SWITCHBOARD: MSB (DEMO) LOCATION: ELECTRICAL RM. 74
VOLTAGE: 480V-3P-3W
BUS RATING: 2000A
MAIN: 2000A
FED FROM: UTILITY

	TYP	NO	DESCRIPTION	FRAME	TRIP	PH A	PH B	PH C	TOTAL VA	AMPS	COMMENTS
	N	1	EX. T4		100A	5533	5533	5533	16600	20.0	
	N	2	EX. EB11-B		40A	2213	2213	2213	6640	8.0	
	N	3	EX. T6		40A	2213	2213	2213	6640	8.0	
	N	4	EX. T5		100A	5533	5533	5533	16600	20.0	
	N	5	**CRAC-1 (DEMO - BASE BID)**		15A	1715	1715	1715	5146	6.2	
		6	PROVISION						0	0.0	
	N	7	**CRAC-2 (DEMO - ALT. 1)**		15A	1715	1715	1715	5146	6.2	
	N	8	**CRAC-3 (DEMO - ALT. 2)**		15A	1715	1715	1715	5146	6.2	
	N	9	EX. PCHWP-1		25A	3043	3043	3043	9130	11.0	
(1)		10	**SPARE (DEMO - BASE BID)**		**20A**						
	N	11	DOMESTIC WATER PUMP		50A	2767	2767	2767			
	N	12	EX. PCHWP-2		25A	3043	3043	3043	9130	11.0	
	N	13	EX. AHU-2		100A	10071	10071	10071	30212	36.3	
(1)		14	**SPARE (DEMO - ALT. 1)**		**100A**				0	0.0	
	N	15	EX. AHU-1		100A	10071	10071	10071	30212	36.3	
(1)		16	**SPARE (DEMO - ALT. 2)**		**100A**				0	0.0	
(1)		17	**SPARE (DEMO - ALT. 1)**		**225A**				0	0.0	
	N	18	EX. T3		100A	5533	5533	5533	16600	20.0	
	N	19	EX. CHL-2		250A	6917	6917	6917	20750	25.0	
	N	20	EX. CHL-1		250A	6917	6917	6917	20750	25.0	
	N	21	EX. T2		800A	44267	44267	44267	132800	159.7	
	N	22	EX. LOAD		800A	44267	44267	44267	132800	159.7	
									0		X - MEASURED/CALC'D LOAD
						0	0	0	0		D - DELETED LOAD
						0	0	0	0		Y - SUBSEQUENT ADDED LOAD
						0	0	0	0		C - CONTINOUS LOAD (*125%)
						0	0	0	0		LM - LAREST MOTOR LOAD (*125%)
						0	0	0	0		M - MOTOR LOAD
						154767	154767	154767	464302		N - NON CONTINOUS LOAD
						154767	154767	154767	464302		TOTAL DEMAND PER PHASE (VA)

BUS TOTALS (KVA)
CONNECTED: 472.6
DEMAND: 464.3

BUS TOTALS (AMPS)
CONNECTED: 568.5
DEMAND: 558.5

FULL SIZE SHEET: 22X34

Ramirez - Simon Engineering, LLC
Mechanical • Electrical • Plumbing
Texas Registered Engineering Firm F-14781
9805 Whithorn Dr. | Houston, TX 77095
Office: 832.261.1420

SEAL

STATE OF TEXAS
TIFFANY L. GRAEBNER
106020
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07/20/2023

CONSULTANTS

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1.877.GESSNER (437.7637)
www.gessnereng.com
FIRM REGISTRATION NUMBERS:
TBPE F-7451, TBPLS F-10193910

PROJECT INFORMATION

CLIENT NAME:
WILLIAMSON COUNTY 1848

PROJECT NAME:
ESOC Data Center Cooling Upgrades

RSE PROJECT No.
1446

PROJECT ADDRESS:
911 Tracy Chambers Lane
Georgetown, TX 78626

ISSUE

ISSUED FOR CONSTRUCTION
JULY 20, 2023

MARK	DATE	DESCRIPTION

RSE PROJECT NO: 1446

SHEET TITLE

ELECTRICAL SCHEDULES

SHEET NUMBER

E701

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

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2 OWNER
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14 TERMINATION OR SUSPENSION OF THE CONTRACT
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ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined in Paragraph 3.4.1.2 below. The specified wage rates are minimum rates only and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

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

.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the

Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to Paragraph 3.4.1.2 above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this Section 3.4 and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this Section 3.4 shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under Paragraphs 3.4.2 and 3.4.3.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this Section 3.4.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating

procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4

The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.

In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1

The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3

If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5

If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall

promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2

Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2)

identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2
Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3
Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents

by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and

the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2
The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2
If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK
The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or

Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

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

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2

Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3

In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1

The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor

and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner, will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9
If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS
The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 **Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the

Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2
All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1
The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed

construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or

may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum

or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8
The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9
Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the

Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2

Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph 8.5.2.2.D** and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the work from any cause, including without limitation any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may be entitled to a reasonable time extension for the period of concurrent delay, as may be agreed to in writing between Contractor and Owner.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes

directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1
Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2
No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS
Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE
Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of

requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21)**

business days written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2

If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3

Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1
The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2
Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3
Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4
Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection,

including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report 8.7 to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2
Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3
The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4
The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of

commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and

(2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the

Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor,

and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3

A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.

Prior to final payment, Contractor shall provide Owner with a Warranty Bond in the sum of **ten percent (10%)** of the Contract Sum or **ten percent (10%)** of the GMP for Construction Manager At-Risk Contracts for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5

Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6

Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of

its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1

The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph**

12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act

constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2
the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1
All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither

limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

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

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or

national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

13.13 SECURED FACILITIES

In the event any Work is performed in, on or around a secured facility owned or operated by Owner (*i.e.* Owner's jail, juvenile center, detention center, etc.), Contractor shall be required to obtain and provide to Owner background checks of each individual (employees and representatives of Contractor, Subcontractors and Sub-Subcontractors) who performs any Work at a secured facility prior to such individual's access to a secured facility. Owner shall have a right to refuse access to any individual who has a criminal history that would possibly jeopardize the safety and security of a secured facility.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

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

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

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described

in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3
If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1
The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1

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

14.4.2

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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

14.4.3

For Construction Manager At-Risk Contracts, upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract between Owner and Construction Manager-At-Risk. For all other contracts, upon such termination, Contractor shall recover costs of the Work executed, including reasonable overhead and profit, costs incurred to and including the date of termination, will be due and payable in accordance with the Contract Documents.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

November 4, 2025

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
100 Wilco Way
Georgetown, TX 78626

Re: **25RFCSP69**
ESOC CRAC Unit
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions and conducting interviews with the lead candidates, the evaluation committee found **The Brandt Companies, LLC** to be the best-suited candidate for this project at the Emergency Services Operation Center (ESOC). Project to be phased to include additional CRAC Units based on funding availability. The evaluation committee recommends award of the 25RFCSP69 ESOC CRAC Unit project to **The Brandt Companies, LLC.**

Based on the Committee's evaluation, the Wilco Facilities Department recommends that the Williamson County Commissioners Court award the Contract to **The Brandt Companies, LLC**.

Sincerely,

Dale Butler
Senior Director, Facilities Management

WILLIAMSON COUNTY
(512) 943-1599
Dale.butler@wilcotx.govg www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

25RFCSP69 - Williamson County - ESOC CRAC Unit

09.08.25

Evaluation Criteria	Max Points	Brandt	Sullivan Contracting Services
Company experience of similar type and size Projects	15	15	12
Project Manager professional experience	15	12	12
Site Superintendent professional experience	15	10	10
Company performance with Government Agencies	15	15	11
Bid	40	40	27
Total	**100**	**92**	**72**
Base Bid		$683,740.00	$710,000.00
Alternate #1		$780,539.00	$890,000.00
Alternate #2		$548,962.00	$450,000.00
Alternate #3		$30,194.00	$24,980.00
Alternate #4		$233,461.00	$1,247,410.00
		$2,276,896.00	$3,322,390.00

[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:
2025-1392624

Date Filed:
11/21/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The Brandt Companies, LLC
Pflugerville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, 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.
P609 ESOC CRAC Unit
Data Center Computer Room Air conditioning (CRAC) Unit

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 Kevin Bradley, 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 Travis County, State of Texas, on the 21st day of November, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1392624

Date Filed:
11/21/2025

Date Acknowledged:
11/26/2025

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

The Brandt Companies, LLC
Pflugerville, TX United States

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

Williamson County, 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.

P609 ESOC CRAC Unit
Data Center Computer Room Air conditioning (CRAC) Unit

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 **66.**

Meeting Date: 12/09/2025

Southwest Regional Park-Drainage Improvement_Falkenberg_Change Order #1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 1 from Falkenberg Construction Co., Inc. for the SWRP Trail Drainage project to construct forms and pour curb at Quarry SP location to help prevent future erosion and re-grade existing soil around the area for the completion of the project, which was approved by Williamson County Facilities Management Project Manager, Daryl Mutz, pursuant to the Commissioner's Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This Change Order results in a net increase of $9,520.44. The original Contract amount was $166,943.69. As a result of this Change Order, the net increase is 5.7% in the Contract cost with a new contract sum of $176,464.13. Williamson County Facilities Management Project Manager, Daryl Mutz, was delegated Change Order approval authority on January 23rd, 2024, by the Commissioners Court pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWRP-Trail Drainage_Falkenberg_CO1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:40 PM
Form Started By: Christy Matoska		Started On: 12/01/2025 11:27 AM
Final Approval Date: 12/02/2025		

CHANGE ORDER
SWRP Trail Drainage

CHANGE ORDER NO: **#01**
DATE OF ISSUANCE: **11-25-2025**
Contractor: Falkenberg
Architect/ Engineer: KPA

EXPLANATION:

• Form & Pour curb at the Quarry SP location to help with future erosion • Re-grade existing soil around area, as needed • Clean up site and demobilize from work area

CONTRACT CHANGE:

• Form & Pour curb at the Quarry SP location to help with future erosion • Re-grade existing soil around area, as needed • Clean up site and demobilize from work area

A. Original Contract Amount	$ 166,943.69
B. Adjusted Contract Sum by previous Change Orders	$ 0
C. Contract Sum increased by this Change Order in the amount of	$ 9,520.44
D. New Contract Sum including this Change Order will be	$ 176,464.13
Percentage Increase of Total Change Orders over Original Contract Amount $\left(\frac{D-A}{A} * 100\right)$ (Not to Exceed 25% per state law)	5.7 %
The Contract Time will be changed by	0 days
The date of Substantial Completion as of the date of this Change Order	Feb.9th2026

RECOMMENDED BY:

Kady Williams	Kady Williams	Nov 25, 2025
Contractor	Signature	Date

REVIEWED BY:

Alvin R Sutton III		Nov 25, 2025
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Daryl Mutz	Daryl Mutz	11-25-2025
County's Representative	Signature	Date

Commissioners Court - Regular Session **67.**

Meeting Date: 12/09/2025

Award 1 of 4 of RFP #25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to Alfred Williams & Company for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action awarding RFP #25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to Alfred Williams & Company in the amount of Four Hundred Seventy-Six Thousand Five Hundred Five Dollars and Six Cents ($476,505.06) and authorize execution of the agreement. The funding source is P577.

Background

Williamson County sent out over one thousand two hundred fifty-six (1,256) notifications and received eleven (11) submissions. The evaluation committee is recommending that Alfred Williams & Company be awarded 1 of 4 for RFP 25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to provide Workstations and office Furniture, Fixtures, and Equipment (FF&E) for the new Williamson County Headquarters. This Goods and Services Contract grand total is for packages 2,3,5,7,8 and 9. This contract takes effect from the last party's date of execution and continues until May 15, 2026. The funding source is P577. Origination #4377 and the point of contact is Christi Stromberg with Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Services Contract

Recommendation Letter

Evaluation Sheet Redacted

Price Scoresheet

Form 1295 Alfred Williams & Company Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:08 PM
Form Started By: Michelle McKinney		Started On: 12/01/2025 02:26 PM
Final Approval Date: 12/02/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
WITH
ALFRED WILLIAMS & COMPANY
(County RFP# 25RFP86)

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 **Alfred Williams & Company** (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 and in accordance with the responses to the County's Request for Proposal (RFP) #25RFP86:

I.

Goods: Service Provider shall supply the County the goods described in the **package information sheets** attached as **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.

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 service includes the work described in the **package information sheets** 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.

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 goods, 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 May 15, 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 Four Hundred Seventy-Six Thousand Five Hundred Five Dollars and Six Cents ($476,505.06).

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 in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL THIRD PARTY CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

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.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will, to the best of their knowledge, be of good quality and new unless otherwise required or permitted by the County, that the work will, to the best of their knowledge, be free from defects not inherent in the quality required or permitted by law or otherwise, and that to the best of their knowledge, 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.

XXIII.

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 **package information sheets**, marked as **Exhibit "A"**;
B. County's RFP #25RFP86, 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.

XXIV.

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

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

ALFRED WILLIAMS & COMPANY:

Gordon Brown
Authorized Signature

Gordon Brown
Printed Name

Date: November 25, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 01 2025 Time: 1:58 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Dec 01 2025 **Time:** 8:37 am

Exhibit "A"
ALFRED WILLIAMS & COMPANY
PACKAGE INFORMATION SHEETS

Williamson County

New Headquarters

Full Legal Name of Respondent: **Alfred Williams**

All Items in this Package must be included in the Proposal and all blanks filled in.

UNIT PRICES OF PACKAGE "2"

The Unit prices for the following items will apply in the event additions to or deductions from the work are authorized by written order. Contractor shall provide and install each item as listed below.

Code	Furniture Selection	Manufacturer	Qty.	Unit Cost	Ext. Cost
C2	Guest Chair	Sit On It	142	$245.72	$34,892.24
C3	Huddle Room Chair	Sit On It	27	$359.48	$9,705.96
C4A	Conference Chair	Sit On It	22	$338.20	$7,440.40
C4B	Conference Chair	Sit On It	5	$338.20	$1,691.00
C4C	Conference Chair	Sit On It	9	$338.20	$3,043.80
C4D	Conference Chair	Sit On It	9	$338.20	$3,043.80
C4E	Conference Chair	Sit On It	7	$338.20	$2,367.40
C12A	Flip/Nest Conference Chair	Sit On It	14	$331.24	$4,637.36
C12B	Flip/Nest Conference Chair	Sit On It	14	$441.90	$6,186.60
C12C	Flip/Nest Conference Chair	Sit On It	14	$331.24	$4,637.36
L3	Phone Room Lounge Chair	Sit On It	4	$806.03	$3,224.12
L4	Club Chair	Sit On It	12	$960.82	$11,529.84
L4A	Club Chair	Sit On It	3	$960.82	$2,882.46
L5	Sofa	Sit On It	1	$1,884.87	$1,884.87
L6	Bench	Sit On It	1	$790.93	$790.93
LB	Tandem Lobby Seating	Sit On It	LOT	$42,884.74	$42,884.74
LB3	Two Seater Left Arm	Sit On It	1	$1,608.58	$1,608.58
LB4	Three Seater Right Arm	Sit On It	1	$2,086.86	$2,086.86
LB5	Single Seat with Both Arms	Sit On It	8	$1,098.57	$8,788.56
LB6	Three Seater Left Arm	Sit On It	1	$2,086.86	$2,086.86
LB7	Two Seater Right Arm	Sit On It	1	$1,608.58	$1,608.58
T3	Flip Nest Mobile Table	Sit On It	29	$503.43	$14,599.47
T9	Occassional Table	Sit On It	10	$312.27	$3,122.70
T11	Computer Work Table	Sit On It	6	$212.43	$1,274.58
T15	Table 30" x 66"	Sit On It	2	$402.81	$805.62
T16	Table 30" x 48"	Sit On It	1	$353.29	$353.29
T22	Occassional Table	Sit On It	4	$1,006.86	$4,027.44
T23	Corner Table - Inline	Sit On It	2	$539.80	$1,079.60
			Total		**$182,285.02**
			Installation Cost		$12,480.00
			SURCHARGE Cost		$4,192.54
		Total For Package 2			**$198,957.56**

Williamson County

New Headquarters

Full Legal Name of Respondent: **Alfred Williams**

All Items in this Package must be included in the Proposal and all blanks filled in.

UNIT PRICES OF PACKAGE "3"

The Unit prices for the following items will apply in the event additions to or deductions from the work are authorized by written order. Contractor shall provide and install each item as listed below.

Code	Furniture Selection	Manufacturer	Qty.	Unit Cost	Ext. Cost
A1	Single Monitor Arm (Clamp) BULK PACK	Herman Miller	33	$1,494.07	$49,304.31
A1P	Single Monitor Arm (Poke Throught)BULK PA(	Herman Miller	3	$1,681.46	$5,044.38
A1P	Single Monitor Arm (Poke Through) single	Herman Miller	1	$173.58	$173.58
S1	Storage Credenza	Herman Miller	12	$1,658.01	$19,896.12
T4	Conference Table; Rectangle; 54" x 144"	Herman Miller	1	$3,587.20	$3,587.20
T10	Conference Table; 48" x 96"	Herman Miller	1	$1,932.01	$1,932.01
T12	Conference Table; 48" x 120"	Herman Miller	2	$3,019.11	$6,038.22
T13	Conference Table Oval	Herman Miller	1	$1,208.42	$1,208.42
T20	Focus Nooks	Herman Miller	4	$1,285.40	$5,141.60

Total	**$92,325.84**
Installation Cost	$19,200.00
Freight Cost	$0.00

Total For Package	**3**	**$111,525.84**

Williamson County

New Headquarters

Full Legal Name of Respondent: **Alfred Williams**

All Items in this Package must be included in the Proposal and all blanks filled in.

UNIT PRICES OF PACKAGE "5"

The Unit prices for the following items will apply in the event additions to or deductions from the work are authorized by written order. Contractor shall provide and install each item as listed below.

Code	Furniture Selection	Manufacturer	Qty.	Unit Cost	Ext. Cost
C1	Task Chair	Kimball	21	$357.11	$7,499.31
C1A	Task Chair with Soft Casters	Kimball	2	$357.11	$714.22
C6	Huddle Work Lounge	Kimball	3	$1,246.22	$3,738.66
C10	Task Stool	Kimball	11	$610.82	$6,719.02
L1	Bench Seating	Kimball	3	$1,519.13	$4,557.39
L1A	Bench Seating	Kimball	6	$1,510.45	$9,062.70
T5	Conference Table; Trapezoid; 42"/60" x 144"	Kimball	2	$6,740.21	$13,480.42
T14	Conference Table; Round 60" Dia.	Kimball	1	$3,068.18	$3,068.18

Total	**$48,839.90**
Installation Cost	$3,540.00
Freight Cost	$0.00
Total For Package 5	**$52,379.90**

Williamson County

New Headquarters

Full Legal Name of Respondent: **Alfred Williams**

All Items in this Package must be included in the Proposal and all blanks filled in.

UNIT PRICES OF PACKAGE "7"

The Unit prices for the following items will apply in the event additions to or deductions from the work are authorized by written order. Contractor shall provide and install each item as listed below.

Code	Furniture Selection	Manufacturer	Qty.	Unit Cost	Ext. Cost
C9	Counter Guest Chair (4 pack)	OFS	17	$468.77	$7,969.09
C9	Counter Guest Chair SINGLE	OFS	1	$134.46	$134.46
L7	Club Chair	OFS	8	$1,215.05	$9,720.40
L8	Sofa	OFS	1	$2,037.76	$2,037.76

Total	**$19,861.71**
Installation Cost	$2,340.00
Freight Cost	$0.00
Total For Package 7	**$22,201.71**

Williamson County

New Headquarters

Full Legal Name of Respondent: **Alfred Williams**

All Items in this Package must be included in the Proposal and all blanks filled in.

UNIT PRICES OF PACKAGE "8"

The Unit prices for the following items will apply in the event additions to or deductions from the work are authorized by written order. Contractor shall provide and install each item as listed below.

Code	Furniture Selection	Manufacturer	Qty.	Unit Cost	Ext. Cost
E1	Exterior Stool	Landscape Forms	18	$685.62	$12,341.16
E2	Exterior Standing Height Table	Landscape Forms	9	$1,283.34	$11,550.06
E3	Exterior Chair	Landscape Forms	34	$580.14	$19,724.76
E4	Exterior Table - Dining Height	Landscape Forms	11	$1,547.04	$17,017.44

Total	**$60,633.42**
Installation Cost	$2,760.00
Freight Cost	$9,810.53
Total For Package 8	**$73,203.95**

Williamson County

New Headquarters

Full Legal Name of Respondent: **Alfred Williams**

All Items in this Package must be included in the Proposal and all blanks filled in.

UNIT PRICES OF PACKAGE "9"

The Unit prices for the following items will apply in the event additions to or deductions from the work are authorized by written order. Contractor shall provide and install each item as listed below.

Code	Furniture Selection	Manufacturer	Qty.	Unit Cost	Ext. Cost
T18	Table 60"W x 30"D x 30"H	GRC	3	$1,984.78	$5,954.34
T19	Round Butcher Block Table	GRC	6	$1,866.96	$11,201.76

Total	**$17,156.10**
Installation Cost	$1,080.00
Freight Cost	$0.00
Total For Package 9	**$18,236.10**

Grand Total for Packages 2, 3, 5, 7, 8, 9 **$476,505.06**

November 13, 2025

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
100 Wilco Way
Georgetown, TX 78626

Re: 25RFP86
Wilco HQ FF&E
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions, the evaluation committee found the companies listed below to be the best-suited candidates to provide workstations, office furniture, fixtures, and equipment (FF&E) for the Williamson County Headquarters.

Based on the Committee's evaluation, Wilco Facilities Management recommends that the Williamson County Commissioners Court award 25RFP86 Wilco HQ FF&E to:

Workplace Solutions	Package 1: Teknion
	Package 10: Leland
Alfred Williams Co	Package 2: Sit On It
	Package 3: Herman Miller
	Package 5: Kimball
	Package 7: OFS
	Package 8: Landscape Forms
	Package 9: Grand Rapids Chair
Facility Interiors Inc	Package 6: Haworth
McCoy Rockford	Package 4: Steelcase
	Package 11: Open Market

Sincerely,

Dale Butler
Sr Director, Facilities Management

WILLIAMSON COUNTY
(512) 943-1599
Dale.butler@wilcotx.gov www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

WilcoHQ FF&E_CC RECOMMEND Letter - CORRECTION

Final Audit Report 2025-11-13

Created:	2025-11-13
By:	Gretchen Glenn (gretchen.glenn@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfswgmYQEVif9CTdJfYQA-g_oyIyvtbs0

"WilcoHQ FF&E_CC RECOMMEND Letter - CORRECTION" History

Document created by Gretchen Glenn (gretchen.glenn@wilco.org)
2025-11-13 - 8:19:43 PM GMT- IP address: 66.90.226.178

Document emailed to Dale Butler (dbutler@wilco.org) for signature
2025-11-13 - 8:20:23 PM GMT

Email viewed by Dale Butler (dbutler@wilco.org)
2025-11-13 - 9:48:54 PM GMT- IP address: 104.47.64.254

Document e-signed by Dale Butler (dbutler@wilco.org)
Signature Date: 2025-11-13 - 9:49:22 PM GMT - Time Source: server- IP address: 173.219.39.210

Agreement completed.
2025-11-13 - 9:49:22 PM GMT

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25RFP86 - WilcoHQ FF&E

Evaluation Criteria	Max Points	Alfred Williams Co	Facilities Resource Inc	Facility Interiors	Koll Office Interiors	McCoy Rockford	Office Design Concepts	Perry Contract Furniture	Shelton Keller Group	Workplace Solutions	Indeco Sales	Stryker Sales
Package 1: Teknion	100	81.5	0.0	0.0	74.5	0.0	0.0	0.0	73.5	100.0	Non-Responsive	Non-Responsive
Package 2: Sit On It	100	98.0	0.0	84.2	78.6	92.1	76.8	82.9	87.5	97.3	Non-Responsive	Non-Responsive
Package 3: Herman Miller	100	98.0	0.0	0.0	0.0	0.0	0.0	0.0	89.2	0.0	Non-Responsive	Non-Responsive
Package 4: Steelcase	100	68.5	0.0	0.0	0.0	95.0	0.0	0.0	60.9	0.0	Non-Responsive	Non-Responsive
Package 5: Kimball	100	98.0	79.2	80.0	76.6	89.9	0.0	78.4	86.6	0.0	Non-Responsive	Non-Responsive
Package 6: Haworth	100	73.0	0.0	78.1	0.0	0.0	0.0	0.0	76.6	0.0	Non-Responsive	Non-Responsive
Package 7: OFS	100	98.0	0.0	89.5	77.4	72.2	0.0	82.6	87.2	77.0	Non-Responsive	Non-Responsive
Package 8: Landscape Forms	100	98.0	0.0	83.1	0.0	0.0	0.0	0.0	85.6	0.0	Non-Responsive	Non-Responsive
Package 9: Grand Rapids Chair	100	98.0	0.0	67.5	78.9	90.6	0.0	79.6	89.0	95.2	Non-Responsive	Non-Responsive
Package 10: Leland	100	96.9	0.0	86.8	79.6	92.0	0.0	85.0	83.8	98.5	Non-Responsive	Non-Responsive
Package 11: Open Market	100	86.3	0.0	71.3	0.0	95.0	0.0	0.0	72.9	0.0	Non-Responsive	Non-Responsive

[redacted]

25RFP86 WilcoHQ FFE

Package Listing	Alfred Williams Co	Facilities Resource Inc	Facility Interiors	Koll Office Interiors	McCoy Rockford	Office Design Concepts	Perry Contract Furniture	Shelton Keller Group	Workplace Solutions	
	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	
Package 1: Teknion	$ 953,284.84			$ 1,082,479.19				$ 954,247.93	$ 798,999.98	
Package 2: Sit On It	$ 198,957.56		$ 232,677.32	$ 236,599.29	$ 214,656.18	$ 216,238.51	$ 209,944.53	$ 212,024.21	$ 213,630.64	
Package 3: Herman Miller	$ 111,525.84							$ 113,717.42		
Package 4: Steelcase	$ 8,465.11				$ 4,346.56			$ 8,307.68		
Package 5: Kimball	$ 52,379.90	$ 61,235.74	$ 69,949.33	$ 66,380.23	$ 60,046.12		$ 62,796.37	$ 57,253.53		
Package 6: Haworth	$ 15,321.26		$ 21,813.68					$ 23,000.59		
Package 7: OFS	$ 22,201.71		$ 22,472.70	$ 27,404.63	$ 51,695.32		$ 23,618.89	$ 23,841.42	$ 52,158.27	
Package 8: Landscape Forms	$ 73,203.95		$ 88,336.66					$ 82,321.54		
Package 9: Grand Rapids Chair	$ 18,236.10		$ 41,631.75	$ 21,535.13	$ 20,508.72		$ 21,079.50	$ 18,720.28	$ 20,747.79	
Package 10: Leland	$ 62,145.61		$ 65,624.98	$ 69,963.25	$ 65,394.88		$ 60,455.11	$ 71,614.66	$ 62,785.11	
Package 11: Open Market	$ 12,290.04		$ 16,331.79		$ 8,683.49			$ 15,147.57		
Total										$ 1,373,133.88
	$ 476,505.06		$ 21,813.68		$ 13,030.05			$ 861,785.09	$ 1,373,133.88	

Alternate brands noted in RED

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:
2025-1393476

Date Filed:
11/25/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Alfred Williams & Company
Raleigh, NC United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, 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.
County RFP# 25RFP86
Office furniture and installation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Williams, Blount	Raleigh, NC United States	X	
McKinney, John	Raleigh, NC United States	X	
Brown, Gordon	Raleigh, NC United States	X	
Boyette, Scott	Raleigh, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Gordon Brown, 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 Wake County, State of NC, on the 25th day of November (month), 2025 (year).

Gordon Brown
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:
2025-1393476

Date Filed:
11/25/2025

Date Acknowledged:
12/01/2025

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

Alfred Williams & Company
Raleigh, NC United States

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

Williamson County, 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.

County RFP# 25RFP86
Office furniture and installation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Williams, Blount	Raleigh, NC United States	X	
McKinney, John	Raleigh, NC United States	X	
Brown, Gordon	Raleigh, NC United States	X	
Boyette, Scott	Raleigh, NC 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 **68.**

Meeting Date: 12/09/2025

Award 3 of 4 of RFP #25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to Workplace Solutions, Inc. for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action awarding RFP #25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to Workplace Solutions Inc. in the amount of Eight Hundred Sixty-One Thousand Seven Hundred Eighty-Five Dollars and Nine Cents ($861,785.09) and authorize execution of the agreement. The funding source is P577.

Background

Williamson County sent out over one thousand two hundred fifty-six (1,256) notifications and received eleven (11) submissions. The evaluation committee is recommending that Workplace Solutions Inc. be awarded 3 of 4 for RFP 25RFP86 Wilco HQ Furniture, Fixtures, and Equipment (FF&E) to provide Workstations and office Furniture, Fixtures, and Equipment (FF&E) for the new Williamson County Headquarters. This Goods and Services Contract grand total is for packages 1 and 10. This contract takes effect from the last party's date of execution and continues until May 15, 2026. The funding source is P577. Origination #4382 and the point of contact is Christi Stromberg with Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Services Contract

Recommendation Letter

Evaluation Sheet Redacted

Price Scoresheet

Form 1295 Workplace Solutions, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:10 PM
Form Started By: Michelle McKinney		Started On: 12/01/2025 02:38 PM
Final Approval Date: 12/02/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
WITH
WORKPLACE SOLUTIONS INC.
(County RFP# 25RFP86)

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 **Workplace 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 and in accordance with the responses to the County's Request for Proposal (RFP) #25RFP86:

I.

Goods: Service Provider shall supply the County the goods described in the **package information sheets** attached as **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.

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 service includes the work described in the **package information sheet** 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.

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 goods, 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 May 15, 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 Eight Hundred Sixty-One Thousand Seven Hundred Eighty-Five Dollars and Nine Cents ($861,785.09).

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 in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL THIRD PARTY CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

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.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will, to the best of their knowledge, be of good quality and new unless otherwise required or permitted by the County, that the work will, to the best of their knowledge, be free from defects not inherent in the quality required or permitted by law or otherwise, and that to the best of their knowledge, 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.

XXIII.

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 **package information sheets**, marked as **Exhibit "A"**;
B. County's RFP #25RFP86, 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.

XXIV.

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

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

WORKPLACE SOLUTIONS INC.:

Lesle Hinds
Authorized Signature

Lesle Hinds
Printed Name

Date: November, 25 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 01 2025 Time: 1:50 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Dec 01 2025 **Time:** 8:27 am

Exhibit "A"
WORKPLACE SOLUTIONS INC.
PACKAGE INFORMATION SHEETS

Williamson County

New Headquarters

Full Legal Name of Respondent: **Workplace Solutions**

All Items in this Package must be included in the Proposal and all blanks filled in.

UNIT PRICES OF PACKAGE "1"

The Unit prices for the following items will apply in the event additions to or deductions from the work are authorized by written order. Contractor shall provide and install each item as listed below.

Code	Furniture Selection	Manufacturer	Qty.	Unit Cost	Ext. Cost
CT1	Common Top with 4 Lateral Files	Teknion	2	$3,004.42	$6,008.84
CT2	Common Top with 2 Bookcases	Teknion	1	$1,065.18	$1,065.18
CT3	Common Top with 2 Lateral Files	Teknion	13	$1,724.58	$22,419.54
CT4	Common Top with 1 Cabinet	Teknion	1	$635.48	$635.48
CT5	Common Top with 4 Lateral Files & 1 Bookcase	Teknion	4	$3,219.76	$12,879.04
CT6	Common Top with (2) Cabinets	Teknion	4	$1,253.48	$5,013.92
CT7	Common Top with Files, Bookcase & Counter	Teknion	3	$4,966.69	$14,900.07
CTL	Modular Casework - L Shaped	Teknion	1	$4,587.24	$4,587.24
D1L	Standard Office	Teknion	30	$2,469.95	$74,098.50
D1LA	Standard Office	Teknion	1	$2,290.41	$2,290.41
D1R	Standard Office	Teknion	29	$2,469.95	$71,628.55
D2	L Shaped Office	Teknion	1	$1,567.21	$1,567.21
D3	Small U Shaped Office	Teknion	1	$2,011.71	$2,011.71
D4	Drop In Office	Teknion	2	$1,630.61	$3,261.22
D5	Judge's Office	Teknion	1	$5,781.57	$5,781.57
D6	Scanner Station	Teknion	1	$1,618.29	$1,618.29
L2	Lounge Chair	Teknion	1	$1,655.07	$1,655.07
S2	Lockers	Teknion	2	$3,575.35	$7,150.70
S3	Open Cubbies	Teknion	1	$778.27	$778.27
S5	Shared Tote	Teknion	1	$718.17	$718.17
SB2E	2H Bookcase; 36"W; Laminate	Teknion	1	$249.42	$249.42
SB5E	5H Bookcase; 36"W; Laminate	Teknion	24	$485.53	$11,652.72
SC2E	2H Storage Cabinet; 36"W; Laminate	Teknion	2	$438.44	$876.88
SC5	5H Storage Cabinet; 36"W; Metal	Teknion	9	$726.27	$6,536.43
SC5E	5H Storage Cabinet; 36"W; Laminate	Teknion	2	$920.90	$1,841.80
SCL5E	5H Combo Unit; 36"W; Laminate	Teknion	24	$882.00	$21,168.00
SCW5	5H Wardrobe/Combo Storage; 36" W; Laminate	Teknion	20	$1,086.72	$21,734.40
SL2E	2H Lateral File; 36"W; Laminate	Teknion	2	$541.83	$1,083.66
SL4E	4H Lateral File; 36"W; Laminate	Teknion	10	$849.59	$8,495.90

Refer to next page for additional items

Code	Furniture Selection	Manufacture	Qty.	Unit Cost	Ext. Cost
SL5	5H Lateral File; 36"W; Metal	Teknion	8	$1,093.26	$8,746.08
STC2	2 Person Computer Carrel	Teknion	1	$3,630.15	$3,630.15
STC6	6 Person Computer Carre	Teknion	1	$8,128.76	$8,128.76
SWL	Wardrobe; Laminate	Teknion	4	$521.69	$2,086.76
SWR	Wardrobe; Laminate	Teknion	6	$521.69	$3,130.14
T1	Conference Table; 42"x78"	Teknion	8	$760.88	$6,087.04
T1A	Conference Table; 48"W x 96"L	Teknion	1	$879.27	$879.27
T2	Conference Table; 36" Diameter; Round	Teknion	12	$389.65	$4,675.80
T7	Height Adjustable Table 30" x 72"	Teknion	4	$729.12	$2,916.48
T21	Huddle Room Table 48" x 72"	Teknion	4	$976.17	$3,904.68
WS1	Single Workstation	Teknion	4	$3,722.30	$14,889.20
WS1T	Single Workstation; Transaction Counter	Teknion	1	$3,537.90	$3,537.90
WS2A	(2) Workstations	Teknion	2	$5,034.11	$10,068.22
WS2	(2)Workstations in-line	Teknion	1	$7,199.55	$7,199.55
WS2B	(2) Workstations collaborative	Teknion	4	$7,576.86	$30,307.44
WS2C	(2) Workstations Cluster	Teknion	1	$6,128.38	$6,128.38
WS2T	(2)Workstations Tall w/ Overheads	Teknion	1	$8,308.64	$8,308.64
WS3	(3) Workstations In-line	Teknion	5	$10,688.99	$53,444.95
WS3B	(3) Workstations Transaction Counters	Teknion	1	$13,813.33	$13,813.33
WS4	(4) Workstations Clusters	Teknion	2	$12,201.49	$24,402.98
WS4L	(4) Workstations In-line	Teknion	1	$14,948.72	$14,948.72
WS4T	(4) Workstations Tall Panels	Teknion	1	$13,759.43	$13,759.43
WS8A	(6) Workstations (2) Team Leads	Teknion	1	$29,440.57	$29,440.57
WS8C	(8) Workstations Clusters	Teknion	1	$24,426.13	$24,426.13
WS8S	(8) Workstations (1) Side Collaborative	Teknion	2	$25,473.00	$50,946.00
WSB	Benching	Teknion	1	$8,985.19	$8,985.19
WSS	Scanner Workstation	Teknion	1	$3,327.00	$3,327.00

Total	**$675,826.98**
Installation Cost	$123,173.00
Freight Cost	$0.00

Total For Package 1	**$798,999.98**

Williamson County

New Headquarters

Full Legal Name of Respondent: **Workplace Solutions**

All Items in this Package must be included in the Proposal and all blanks filled in.

UNIT PRICES OF PACKAGE "10"

The Unit prices for the following items will apply in the event additions to or deductions from the work are authorized by written order. Contractor shall provide and install each item as listed below.

Code	Furniture Selection	Manufacturer	Qty.	Unit Cost	Ext. Cost
C5	Commissioner Court Seating	Leland	196	$267.98	$52,524.08
C5A	Commissioner Court Seating Dolly	Leland	5	$538.31	$2,691.55

Total	**$55,215.63**
Installation Cost	$4,652.44
Freight Cost	$2,917.04
Total For Package 10	**$62,785.11**

Grand Total for Packages 1, 10 **$861,785.09**

November 13, 2025

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
100 Wilco Way
Georgetown, TX 78626

Re: 25RFP86
Wilco HQ FF&E
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions, the evaluation committee found the companies listed below to be the best-suited candidates to provide workstations, office furniture, fixtures, and equipment (FF&E) for the Williamson County Headquarters.

Based on the Committee's evaluation, Wilco Facilities Management recommends that the Williamson County Commissioners Court award 25RFP86 Wilco HQ FF&E to:

Workplace Solutions	Package 1: Teknion
	Package 10: Leland
Alfred Williams Co	Package 2: Sit On It
	Package 3: Herman Miller
	Package 5: Kimball
	Package 7: OFS
	Package 8: Landscape Forms
	Package 9: Grand Rapids Chair
Facility Interiors Inc	Package 6: Haworth
McCoy Rockford	Package 4: Steelcase
	Package 11: Open Market

Sincerely,

Dale Butler
Sr Director, Facilities Management

WILLIAMSON COUNTY
(512) 943-1599
Dale.butler@wilcotx.gov www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

WilcoHQ FF&E_CC RECOMMEND Letter - CORRECTION

Final Audit Report 2025-11-13

Created:	2025-11-13
By:	Gretchen Glenn (gretchen.glenn@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfswgmYQEVif9CTdJfYQA-g_oyIyvtbs0

"WilcoHQ FF&E_CC RECOMMEND Letter - CORRECTION" History

Document created by Gretchen Glenn (gretchen.glenn@wilco.org)
2025-11-13 - 8:19:43 PM GMT- IP address: 66.90.226.178

Document emailed to Dale Butler (dbutler@wilco.org) for signature
2025-11-13 - 8:20:23 PM GMT

Email viewed by Dale Butler (dbutler@wilco.org)
2025-11-13 - 9:48:54 PM GMT- IP address: 104.47.64.254

Document e-signed by Dale Butler (dbutler@wilco.org)
Signature Date: 2025-11-13 - 9:49:22 PM GMT - Time Source: server- IP address: 173.219.39.210

Agreement completed.
2025-11-13 - 9:49:22 PM GMT

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25RFP86 - WilcoHQ FF&E

Evaluation Criteria	Max Points	Alfred Williams Co	Facilities Resource Inc	Facility Interiors	Koll Office Interiors	McCoy Rockford	Office Design Concepts	Perry Contract Furniture	Shelton Keller Group	Workplace Solutions	Indeco Sales	Stryker Sales
Package 1: Teknion	100	81.5	0.0	0.0	74.5	0.0	0.0	0.0	73.5	100.0	Non-Responsive	Non-Responsive
Package 2: Sit On It	100	98.0	0.0	84.2	78.6	92.1	76.8	82.9	87.5	97.3	Non-Responsive	Non-Responsive
Package 3: Herman Miller	100	98.0	0.0	0.0	0.0	0.0	0.0	0.0	89.2	0.0	Non-Responsive	Non-Responsive
Package 4: Steelcase	100	68.5	0.0	0.0	0.0	95.0	0.0	0.0	60.9	0.0	Non-Responsive	Non-Responsive
Package 5: Kimball	100	98.0	79.2	80.0	76.6	89.9	0.0	78.4	86.6	0.0	Non-Responsive	Non-Responsive
Package 6: Haworth	100	73.0	0.0	78.1	0.0	0.0	0.0	0.0	76.6	0.0	Non-Responsive	Non-Responsive
Package 7: OFS	100	98.0	0.0	89.5	77.4	72.2	0.0	82.6	87.2	77.0	Non-Responsive	Non-Responsive
Package 8: Landscape Forms	100	98.0	0.0	83.1	0.0	0.0	0.0	0.0	85.6	0.0	Non-Responsive	Non-Responsive
Package 9: Grand Rapids Chair	100	98.0	0.0	67.5	78.9	90.6	0.0	79.6	89.0	95.2	Non-Responsive	Non-Responsive
Package 10: Leland	100	96.9	0.0	86.8	79.6	92.0	0.0	85.0	83.8	98.5	Non-Responsive	Non-Responsive
Package 11: Open Market	100	86.3	0.0	71.3	0.0	95.0	0.0	0.0	72.9	0.0	Non-Responsive	Non-Responsive

[redacted]

25RFP86 WilcoHQ FFE

Package Listing	Alfred Williams Co	Facilities Resource Inc	Facility Interiors	Koll Office Interiors	McCoy Rockford	Office Design Concepts	Perry Contract Furniture	Shelton Keller Group	Workplace Solutions	
	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	
Package 1: Teknion	$ 953,284.84			$ 1,082,479.19				$ 954,247.93	$ 798,999.98	
Package 2: Sit On It	$ 198,957.56		$ 232,677.32	$ 236,599.29	$ 214,656.18	$ 216,238.51	$ 209,944.53	$ 212,024.21	$ 213,630.64	
Package 3: Herman Miller	$ 111,525.84							$ 113,717.42		
Package 4: Steelcase	$ 8,465.11				$ 4,346.56			$ 8,307.68		
Package 5: Kimball	$ 52,379.90	$ 61,235.74	$ 69,949.33	$ 66,380.23	$ 60,046.12		$ 62,796.37	$ 57,253.53		
Package 6: Haworth	$ 15,321.26		$ 21,813.68					$ 23,000.59		
Package 7: OFS	$ 22,201.71		$ 22,472.70	$ 27,404.63	$ 51,695.32		$ 23,618.89	$ 23,841.42	$ 52,158.27	
Package 8: Landscape Forms	$ 73,203.95		$ 88,336.66					$ 82,321.54		
Package 9: Grand Rapids Chair	$ 18,236.10		$ 41,631.75	$ 21,535.13	$ 20,508.72		$ 21,079.50	$ 18,720.28	$ 20,747.79	
Package 10: Leland	$ 62,145.61		$ 65,624.98	$ 69,963.25	$ 65,394.88		$ 60,455.11	$ 71,614.66	$ 62,785.11	
Package 11: Open Market	$ 12,290.04		$ 16,331.79		$ 8,683.49			$ 15,147.57		
Total										$ 1,373,133.88
	$ 476,505.06		$ 21,813.68		$ 13,030.05			$ 861,785.09	$ 1,373,133.88	

Alternate brands noted in RED

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:
2025-1393316

Date Filed:
11/25/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Workplace Solutions, Inc.
DALLAS, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25RFP86
Wilco HQ Furniture, Fixtures, and Equipment (FF&E)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Workplace Solutions, Inc.	DALLAS, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Dallas County, State of Texas, on the 25th day of November (month), 2025 (year).

Lesle Hinds

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1393316

Date Filed:
11/25/2025

Date Acknowledged:
12/01/2025

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

Workplace Solutions, Inc.
DALLAS, TX United States

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

Williamson County

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

25RFP86
Wilco HQ Furniture, Fixtures, and Equipment (FF&E)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Workplace Solutions, Inc.	DALLAS, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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)

Meeting Date: 12/09/2025

Award of IFB #25IFB90 CR 200 HMAC Widening from CR 203 to CR 236 to Patin Construction LLC for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB90 CR 200 HMAC Widening from CR 203 to CR 236 to Patin Construction LLC based on lowest and best bid with a not-to-exceed amount of $985,940.25 for the initial 12-month term with 2 optional renewals at 12 months each. The funding source is P641.

Background

Williamson County sent out seven hundred fifteen (715) notifications with fifty (50) document takers and received five (5) submittals. After reviewing all the pertinent information, the apparent low bidder, Patin Construction LLC, was found to be responsive, mathematically correct and materially balanced. Patin Construction LLC has also performed similar work on other projects and received positive references from those contacted. Based on the lowest and best bid of $985,940.25 and previous experience, Road and Bridge Department recommends awarding IFB #25IFB90 to Patin Construction LLC. Origination ticket# 3693, funding source is P641 and the department's point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Recommendation Letter

Bid Tabulation - All submittals

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:19 PM
Form Started By: Fernando Ramirez		Started On: 11/17/2025 12:12 PM
Final Approval Date: 12/02/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **Patin Construction LLC** ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of IFB# **25IFB90 CR 200 HMAC Widening from CR 203 to CR 236** (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 **nine hundred eighty-five thousand nine hundred forty dollars and twenty-five cents ($ 985,940.25)** 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-five (35) Working 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 **forty (40) Working Days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

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

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

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

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

ARTICLE 5 PAYMENT:

5.1 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 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.6 As part of Contractor's obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to ensure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its engineer and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;

h. organize and maintain competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.7 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.6 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.7 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.8 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. through the ODR, as identified herein below, examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the

Contractor's services and of the Work;

e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and

f. shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE

8.1 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.

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

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

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

and contractual)

Aggregate policy limits: $2,000,000

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

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

.5 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

8.1.2 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.

8.1.3 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.

8.1.4 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.

8.1.5 **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.

8.1.6 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.

8.1.7 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.

8.1.8 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.

8.1.9 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.

8.1.10 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 9 INDEMNITY:

9.1 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.

9.2 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 10 COMMISSIONING AND WARRANTY:

10.1 To the extent applicable, Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated, and training provided to Williamson County's operators upon completion and prior to acceptance.

10.2 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.

10.3 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 11 PREVAILING WAGE RATE:

11.1 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.

11.1.2 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.

11.1.3 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.

11.2 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.

11.3 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.

11.4 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.

11.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected

worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

11.6 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.

11.7 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.

11.8 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 12 BONDS

12.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

12.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

12.3 Warranty Bond. Upon Final Completion, Contractor shall provide a one year Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 13 TERMINATION OR SUSPENSION OF THE AGREEMENT

13.1 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:

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

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

13.1.3 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

13.1.4 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.

13.2 Termination by the Owner for Cause

13.2.1 The Owner may terminate the Agreement if the Contractor:

13.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;

13.2.1.2 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;

13.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

13.2.1.4 Fails to perform any of its obligations under the Agreement;

13.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

13.2.1.6 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;

13.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

13.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

13.2.2 When any of the reasons under **Paragraph 13.2.1** 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.

13.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 13.2.1**, 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 13.2**, then the termination shall be considered a termination for convenience, under **Section 13.4**, below.

13.2.4 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.

13.3 Suspension by the Owner for Convenience

13.3.1 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.

13.3.2 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 13.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

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

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

13.4 Termination by the Owner for Convenience

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

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

- **13.4.2.1** Cease operations as directed by the Owner in the notice;
- **13.4.2.2** Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **13.4.2.3** 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.

13.4.3 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 14 MISCELLANEOUS PROVISIONS

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

14.11 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.

14.12 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.

14.13 Working Day. For purposes of this Agreement, "Working Day" or "Work Day(s)" shall mean and include Monday through Friday (excluding County approved holidays), if weather permits the performance of the Work, as determined by the Owner's Inspector, continuous period of at least 6 hrs. (excluding lunch) between 8:00 A.M. and 5:00 P.M.

14.14 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. The Invitation for Bids documents defined in Williamson County IFB# **25IFB90** ;
5. Contractor's Proposal/Bid submitted in response to Williamson County IFB# **25IFB90** ; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. The Invitation for Bids documents defined in Williamson County IFB# **25IFB90**;
5. Contractor's Bid submitted in response to Williamson County IFB# **25IFB90**; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Patin Construction LLC

By: _____

Printed Name: Tim Patin

Title: President

Date: 11/17/25

Party Representatives

Owner's Designated Representative ("ODR"):

_____

_____

_____, Texas _____

Phone _____
Email _____

Contractor's Designated Representative:

JEFF BIRKHEAD, CHIEF ESTIMATOR

_____

_____, Texas _____

Phone 512-269-1071
Email jeff@patincon.com

Exhibit "A"

Plans and Specifications

November 6, 2025

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for CR 200 HMAC Widening from CR 203 to CR 236
Bid #25IFB90

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Patin Construction LLC) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1.	Patin Construction LLC	$ 985,940.25
2.	Chasco Constructors, LTD	$1,059,559.00
3.	Texas Materials Group, Inc.	$1,063,896.50
4.	Bennett Paving, Inc.	$1,170,148.75
5.	Joe Bland Construction, LLC	$1,171,115.50

The Contractor's low base bid is $281,691.75 below the Engineer's Estimate, a cost decrease of 22.22%.

In addition to meeting the bid qualifications, Patin Construction LLC has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $985,940.25 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Patin Construction LLC the contract for the CR 200 HMAC Widening from CR 203 to CR 236 Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Matt Williamson

Matt Williamson, P.E.
Director of Road & Bridge

Contractor Name:	Bennett Paving, Inc.

Bid Form
CR 200 HMAC Widening from CR 203 to CR 236
Williamson County, Texas

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
100	6002	PREPARING ROW	STA	122.00	$ 800.00	$ 97,600.00
112	6004	SUBGRADE WIDENING (ORD COMP)	SY	9,196	$ 44.80	$ 411,980.80
132	6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	23	$ 112.00	$ 2,576.00
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	6,655	$ 2.24	$ 14,907.20
164	6033	DRILL SEEDING (PERM)(RURAL)(SANDY)	SY	6,655	$ 1.12	$ 7,453.60
166	6001	FERTILIZER	AC	1.38	$ 1,500.00	$ 2,070.00
168	6001	VEGETATIVE WATERING	MG	249	$ 112.00	$ 27,888.00
340	6011	D-GR HMA(SQ) TY-B PG64-22	TON	3,035	$ 103.00	$ 312,605.00
340	6122	D-GR HMA(SQ) TY-D PG70-22	TON	1,012	$ 148.00	$ 149,776.00
340	6272	TACK COAT	GAL	1,656	$ 6.00	$ 9,936.00
500	6001	MOBILIZATION	LS	1	$ 40,000.00	$ 40,000.00
502	6001	BARRICADES,SIGNS AND TRAFFIC HANDLING	MO	2	$ 25,000.00	$ 50,000.00
506	6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	60	$ 55.00	$ 3,300.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	60	$ 10.00	$ 600.00
560	6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	3	$ 400.00	$ 1,200.00
560	6025	RELOCATE EXISTING MAILBOX	EA	3	$ 400.00	$ 1,200.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	23,869	$ 0.20	$ 4,773.80
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	24,386	$ 0.20	$ 4,877.20
666	6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	23,869	$ 0.53	$ 12,650.57
666	6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	24,386	$ 0.53	$ 12,924.58
672	6009	REFL PV MRKR TY II-A-A	EA	305	$ 6.00	$ 1,830.00
					PROJECT TOTAL	$ 1,170,148.75

Contractor Name:	CHASCO CONSTRUCTORS, LTD., LLP. BY CHASCO CONTRACTING, GP, LLC, ITS GP					
Bid Form **CR 200 HMAC Widening from CR 203 to CR 236** **Williamson County, Texas**						
ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
100	6002	PREPARING ROW	STA	122.00	$750.00	$91,500.00
112	6004	SUBGRADE WIDENING (ORD COMP)	SY	9,196	$22.00	$202,312.00
132	6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	23	$90.00	$2,070.00
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	6,655	$3.50	$23,292.50
164	6033	DRILL SEEDING (PERM)(RURAL)(SANDY)	SY	6,655	$0.30	$1,996.50
166	6001	FERTILIZER	AC	1.38	$300.00	$414.00
168	6001	VEGETATIVE WATERING	MG	249	$20.00	$4,980.00
340	6011	D-GR HMA(SQ) TY-B PG64-22	TON	3,035	$135.00	$409,725.00
340	6122	D-GR HMA(SQ) TY-D PG70-22	TON	1,012	$160.00	$161,920.00
340	6272	TACK COAT	GAL	1,656	$3.50	$5,796.00
500	6001	MOBILIZATION	LS	1	$78,000.00	$78,000.00
502	6001	BARRICADES,SIGNS AND TRAFFIC HANDLING	MO	2	$12,500.00	$25,000.00
506	6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	60	$31.00	$1,860.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	60	$25.00	$1,500.00
560	6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	3	$1,340.00	$4,020.00
560	6025	RELOCATE EXISTING MAILBOX	EA	3	$750.00	$2,250.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	23,869	$0.25	$5,967.25
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	24,386	$0.25	$6,096.50
666	6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	23,869	$0.60	$14,321.40
666	6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	24,386	$0.60	$14,631.60
672	6009	REFL PV MRKR TY II-A-A	EA	305	$6.25	$1,906.25
					PROJECT TOTAL	$1,059,559.00

Contractor Name:	Joe Bland Construction, LLC

Bid Form
CR 200 HMAC Widening from CR 203 to CR 236
Williamson County, Texas

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
100	6002	PREPARING ROW	STA	122.00	$ 275.00	$ 33,550.00
112	6004	SUBGRADE WIDENING (ORD COMP)	SY	9,196	$ 24.00	$ 220,704.00
132	6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	23	$ 150.00	$ 3,450.00
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	6,655	$ 6.00	$ 39,930.00
164	6033	DRILL SEEDING (PERM)(RURAL)(SANDY)	SY	6,655	$ 1.00	$ 6,655.00
166	6001	FERTILIZER	AC	1.38	$ 2,850.00	$ 3,933.00
168	6001	VEGETATIVE WATERING	MG	249	$ 45.00	$ 11,205.00
340	6011	D-GR HMA(SQ) TY-B PG64-22	TON	3,035	$ 160.00	$ 485,600.00
340	6122	D-GR HMA(SQ) TY-D PG70-22	TON	1,012	$ 165.00	$ 166,980.00
340	6272	TACK COAT	GAL	1,656	$ 6.00	$ 9,936.00
500	6001	MOBILIZATION	LS	1	$ 25,000.00	$ 25,000.00
502	6001	BARRICADES,SIGNS AND TRAFFIC HANDLING	MO	2	$ 38,750.00	$ 77,500.00
506	6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	60	$ 85.00	$ 5,100.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	60	$ 25.00	$ 1,500.00
560	6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	3	$ 1,000.00	$ 3,000.00
560	6025	RELOCATE EXISTING MAILBOX	EA	3	$ 750.00	$ 2,250.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	23,869	$ 0.50	$ 11,934.50
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	24,386	$ 0.50	$ 12,193.00
666	6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	23,869	$ 1.00	$ 23,869.00
666	6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	24,386	$ 1.00	$ 24,386.00
672	6009	REFL PV MRKR TY II-A-A	EA	305	$ 8.00	$ 2,440.00
					PROJECT TOTAL	$ 1,171,115.50

Contractor Name:	Patin Construction LLC

Bid Form
CR 200 HMAC Widening from CR 203 to CR 236
Williamson County, Texas

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
100	6002	PREPARING ROW	STA	122.00	$ 540.00	$ 65,880.00
112	6004	SUBGRADE WIDENING (ORD COMP)	SY	9,196	$ 15.00	$ 137,940.00
132	6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	23	$ 50.00	$ 1,150.00
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	6,655	$ 2.00	$ 13,310.00
164	6033	DRILL SEEDING (PERM)(RURAL)(SANDY)	SY	6,655	$ 3.00	$ 19,965.00
166	6001	FERTILIZER	AC	1.38	$ 1,000.00	$ 1,380.00
168	6001	VEGETATIVE WATERING	MG	249	$ 20.00	$ 4,980.00
340	6011	D-GR HMA(SQ) TY-B PG64-22	TON	3,035	$ 139.00	$ 421,865.00
340	6122	D-GR HMA(SQ) TY-D PG70-22	TON	1,012	$ 185.00	$ 187,220.00
340	6272	TACK COAT	GAL	1,656	$ 9.00	$ 14,904.00
500	6001	MOBILIZATION	LS	1	$ 7,500.00	$ 7,500.00
502	6001	BARRICADES,SIGNS AND TRAFFIC HANDLING	MO	2	$ 7,500.00	$ 15,000.00
506	6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	60	$ 50.00	$ 3,000.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	60	$ 10.00	$ 600.00
560	6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	3	$ 750.00	$ 2,250.00
560	6025	RELOCATE EXISTING MAILBOX	EA	3	$ 500.00	$ 1,500.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	23,869	$ 0.75	$ 17,901.75
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	24,386	$ 0.75	$ 18,289.50
666	6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	23,869	$ 1.00	$ 23,869.00
666	6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	24,386	$ 1.00	$ 24,386.00
672	6009	REFL PV MRKR TY II-A-A	EA	305	$ 10.00	$ 3,050.00
					PROJECT TOTAL	$ 985,940.25

Contractor Name:	Texas Materials Group, Inc.

Bid Form
CR 200 HMAC Widening from CR 203 to CR 236
Williamson County, Texas

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
100	6002	PREPARING ROW	STA	122.00	$ 935.00	$ 114,070.00
112	6004	SUBGRADE WIDENING (ORD COMP)	SY	9,196	$ 13.00	$ 119,548.00
132	6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	23	$ 667.00	$ 15,341.00
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	6,655	$ 5.30	$ 35,271.50
164	6033	DRILL SEEDING (PERM)(RURAL)(SANDY)	SY	6,655	$ 0.23	$ 1,530.65
166	6001	FERTILIZER	AC	1.38	$ 1,150.00	$ 1,587.00
168	6001	VEGETATIVE WATERING	MG	249	$ 61.00	$ 15,189.00
340	6011	D-GR HMA(SQ) TY-B PG64-22	TON	3,035	$ 146.00	$ 443,110.00
340	6122	D-GR HMA(SQ) TY-D PG70-22	TON	1,012	$ 159.00	$ 160,908.00
340	6272	TACK COAT	GAL	1,656	$ 15.45	$ 25,585.20
500	6001	MOBILIZATION	LS	1	$ 52,000.00	$ 52,000.00
502	6001	BARRICADES,SIGNS AND TRAFFIC HANDLING	MO	2	$ 14,900.00	$ 29,800.00
506	6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	60	$ 110.00	$ 6,600.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	60	$ 40.00	$ 2,400.00
560	6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	3	$ 750.00	$ 2,250.00
560	6025	RELOCATE EXISTING MAILBOX	EA	3	$ 550.00	$ 1,650.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	23,869	$ 0.20	$ 4,773.80
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	24,386	$ 0.20	$ 4,877.20
666	6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	23,869	$ 0.53	$ 12,650.57
666	6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	24,386	$ 0.53	$ 12,924.58
672	6009	REFL PV MRKR TY II-A-A	EA	305	$ 6.00	$ 1,830.00
					PROJECT TOTAL	$ 1,063,896.50

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:
2025-1388669

Date Filed:
11/13/2025

Date Acknowledged:
11/17/2025

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

Patin Construction LLC
Taylor, TX United States

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

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.

25IFB90
CR 200 HMAC Widening from CR 203 to CR 236

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:
2025-1388669

Date Filed:
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Patin Construction LLC
Taylor, TX United States

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Williamson County, Texas

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25IFB90
CR 200 HMAC Widening from CR 203 to CR 236

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 Jim Patin, and my date of birth is [redacted]

My address is [redacted], Taylor, TX, 76574, USA.
(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 November 20 25.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **70.**

Meeting Date: 12/09/2025

Approval of Renewal #1 of Contract #25IFB18 Between Williamson County and Heartland Quarries LLC for Flexible Base Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Renewal #1 of Contract #25IFB18 between Williamson County and Heartland Quarries LLC for flexible base materials for the Road and Bridge Department, under the same pricing, terms, and conditions as the current contract, for the renewal period of 12 months, February 25, 2026 through February 24, 2027.

Background

This is the first renewal of Contract #25IFB18 between Williamson County and Heartland Quarries LLC for flexible base materials for the Road & Bridge Department. This renewal is for a 12-month term, with one remaining 12-month renewal option available. The Road and Bridge Department has confirmed that the vendor has met all contract requirements and supports moving forward with Renewal #1. The original contract was approved by the Commissioners Court for the term of February 25, 2025 through February 24, 2026. Funding source is 01.0200.0210.003597 and 01.0200.0210.003551. The point of contact for this item is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1

Original terms and pricing

1295 document-Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:41 PM
Form Started By: Cheryl Johnson		Started On: 12/01/2025 12:17 PM
Final Approval Date: 12/02/2025		

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	25IFB18	**Department:**	Road and Bridge
Vendor Name:	Heartland Quarries LLC		
Purpose/Intended Use of Product or Service (summary):			
Flexible Base - 25IFB18			
Type of Contract:	IFB	**Start Date:**	25 February 2026
Purchasing Contact:	Cheryl Johnson	**End Date:**	24 February 2027
Department Contact:	Kelly Murphy		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 1 25 February 2026 through 24 February 2027
Initial Contract Period 25 February 2025 through 24 February 2026

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Heartland Quarries, LLC dba Heartland Aggregates

Name Katherine Pedersen

Title Accountant

Signature Katherine Pedersen

Date November 14, 2025

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature _____

Date _____

Specifications

Bid Specifications

Technical Contact

Kelly Murphy

Background Information

Williamson County is seeking qualified companies to provide Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2024.

Contract Term

Initial 1 year

Additional Renewals Options

2 renewals at 12 months each

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	$8.50
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	$8.50

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:
2025-1389429

Date Filed:
11/14/2025

Date Acknowledged:

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

Heartland Quarries, LLC dba Heartland Aggregates
Jarrell, 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.

25IFB18
Aggregate

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

[redacted]

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:
2025-1389429

Date Filed:
11/14/2025

Date Acknowledged:
11/17/2025

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

Heartland Quarries, LLC dba Heartland Aggregates
Jarrell, 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.

25IFB18
Aggregate

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 **71.**

Meeting Date: 12/09/2025

Ronald W Reagan Boulevard and Parmer Ranch Boulevard Traffic Signal Improvements Agreement - Pct 3

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Traffic Signal Improvements Agreement with Parmer Ranch Partners, LP, and Williamson County for the intersection of Ronald W. Reagan Boulevard and Parmer Ranch Boulevard.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Traffic Signal Improvements Agreement Ronald Reagan Blvd and Parmer Ranch Blvd

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:35 AM
Form Started By: Misti Schulz		Started On: 12/02/2025 03:53 PM
Final Approval Date: 12/03/2025		

TRAFFIC SIGNAL IMPROVEMENTS AGREEMENT FOR THE INTERSECTION OF RONALD W. REAGAN BOULEVARD AND PARMER RANCH BOULEVARD

This Traffic Signal Improvements Agreement ("Agreement") is entered into this__day of____, 2025, by and between Parmer Ranch Partners, LP, a Texas Limited Partnership (hereinafter "DEVELOPER"), and the County of Williamson, a political subdivision of the State of Texas (hereinafter "COUNTY").

WHEREAS, DEVELOPER owns and is developing certain real property in Williamson County, Texas, more particularly described as Parmer Ranch, being further described in **Exhibit A,** attached hereto and incorporated herein for all purposes (hereinafter "Property") which is located at the intersection of Ronald Reagan Blvd. and Parmer Ranch Blvd., within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

WHEREAS, DEVELOPER desires that the COUNTY design and construct the required traffic signal improvements and facilities necessary to control traffic at the intersection of Ronald Reagan Boulevard and Parmer Ranch Boulevard; and

WHEREAS, DEVELOPER and COUNTY estimate that the total current cost of the design and construction of said traffic signal improvements is $519,600 based on the current configuration of Ronald Reagan Blvd.; and

WHEREAS, the COUNTY shall manage the design and construction of the traffic signal improvements and facilities as provided for in this Agreement, and the DEVELOPER shall pay COUNTY the amount of Five Hundred Nineteen Thousand Six Hundred and No/100 Dollars ($519,600.00) for DEVELOPER's share of the design and construction costs associated with the traffic signal construction project as further described in **Exhibit B,** attached hereto and incorporated herein for all purposes ("Project"); and

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

I. DEFINITIONS

1.1. DEVELOPER means Parmer Ranch Partners, LP, a Texas Limited Partnership whose principal office is located at 502 Goodnight Dr, Georgetown, TX 78628.

1.2 Effective Date. The date on which this Agreement is signed by the last party whose signing makes the Agreement fully executed.

1.3 COUNTY means the County of Williamson, a political subdivision of the State of Texas, whose address for the purposes of this Agreement is 3151 SE Inner Loop, Georgetown, TX 78626.

1.4 Property means the real property and improvements more particularly described as Parmer Ranch, which is located at the intersection of Ronald Reagan Blvd. and Parmer Ranch Blvd. in Williamson County, TX, and for which the DEVELOPER desires that the COUNTY design and construct the Project for purposes of providing temporary and/or permanent traffic control at the intersection of Ronald Reagan Boulevard and Parmer Ranch Blvd.

1.5 **Project** means the design and construction of temporary and/or permanent traffic signal improvements and facilities as further described in **Exhibit B,** attached hereto and incorporated herein for all purposes, based on the current configuration of Ronald Reagan Blvd.

II. PAYMENT OF COSTS

2.1 DEVELOPER shall pay COUNTY the amount of Five Hundred Nineteen Thousand Six Hundred and No/100 Dollars ($519,6000.00) for DEVELOPER's share of the design and construction costs associated with the traffic signal construction Project ("Developer Participation"). The entire amount of the Developer Participation must be paid by DEVELOPER to COUNTY within thirty (30) days after the Effective Date of this Agreement. The parties hereto understand and agree that the actual costs related to the Project may change during the Project due to unforeseen circumstances, and are subject to any change orders approved by the COUNTY. COUNTY agrees to be responsible for all Project costs exceeding the amount of the Developer Participation paid to the COUNTY.

2.2 The COUNTY shall begin construction of the traffic signal improvements Project when warranted, as determined by the COUNTY in its sole discretion, by the standards set forth in the most recent edition of the Texas Manual on Uniform Traffic Control Devices published by the Texas Department of Transportation. The COUNTY agrees that it will construct the Project improvements in accordance with the applicable plans, drawings and specifications approved by the COUNTY, in its sole discretion, including those necessary for acceptance and ownership of the traffic signal improvements for operation and maintenance by the COUNTY. Further, the traffic signal improvements and facilities will include the sidewalks or other features necessary to connect the existing trail/sidewalk, such design details to be coordinated with the City of Georgetown ("City") in compliance with the City's applicable public infrastructure requirements. The COUNTY shall manage the design and construction of this Project in accordance with applicable bidding and procurement laws. DEVELOPER and COUNTY acknowledge and agree that the COUNTY may initially design and construct temporary traffic signal improvements pursuant to this Agreement based on the current configuration of Ronald Reagan Blvd., with permanent traffic signal improvements being designed and constructed at the intersection of Ronald Reagan Blvd. and Parmer Ranch Blvd. in conjunction with the anticipated future expansion of Ronald Reagan Blvd. Any modifications to the traffic signal at the intersection of Ronald Reagan Blvd. and Parmer Ranch Blvd. resulting from the COUNTY's future expansion of Ronald Reagan Blvd. will be paid for by the COUNTY.

2.3 DEVELOPER and COUNTY acknowledge and agree that the traffic signal improvements designed and constructed pursuant to this Agreement shall be part of the COUNTY's traffic control system, to be owned, operated and maintained by the COUNTY. DEVELOPER shall at no time acquire or claim any right, title or interest in any traffic signal improvements or facilities designed and constructed pursuant to this Agreement. DEVELOPER further agrees to provide all necessary easements applicable to the Project and based on the current road conditions as of the date of this Agreement, if any, as may be required by the COUNTY to complete the Project contemplated under this Agreement, at no cost to the COUNTY. The DEVELOPER shall provide and grant such easements within 180 days of the DEVELOPER receiving a written request from the COUNTY for any easements necessary to complete the Project. The DEVELOPER shall provide the COUNTY status updates, a minimum of once every thirty (30) days, concerning the provision and granting of any such easements to the COUNTY.

2.4 Information, books and other records. COUNTY shall make its books and other records related to the Project available for inspection and review by the DEVELOPER. COUNTY shall submit to DEVELOPER any and all information or records requested to verify the COUNTY's expenditures on the Project including but not limited to bid documents, payment applications, including any supporting information, cancelled checks, copies of construction and engineering documents for the verification of the cost of the Project.

III. GOVERNMENTAL IMMUNITY, INDEMNIFICATION AND RELEASE

3.1 COUNTY IS A POLITICAL SUBDIVISION OF THE STATE AND ENJOYS GOVERNMENTAL IMMUNITY. BY ENTERING INTO THIS AGREEMENT, COUNTY DOES NOT CONSENT TO SUIT, WAIVE ITS GOVERNMENTAL IMMUNITY, OR THE LIMITATIONS AS TO DAMAGES UNDER THE TEXAS TORT CLAIMS ACT OR ANY OTHER APPLICABLE LAW.

3.2 DEVELOPER AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND COUNTY AND ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, EXPERT FEES AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, OR FOR BREACH OF CONTRACT, ARISING OUT OF OR IN CONNECTION WITH ANY ACT, OMISSION OR WILLFUL MISCONDUCT BY DEVELOPER UNDER THIS AGREEMENT.

IV. GENERAL PROVISIONS

4.1 Modification. No modification of this Agreement shall be made unless mutually agreed upon by the parties in writing.

4.2 Severability. In the event that any term or clause of this Agreement conflicts with applicable law, the conflicting term shall be severed from the Agreement and such conflict shall not affect the other terms and conditions of this Agreement.

4.3 Costs and Attorney's Fees. In the event that litigation over this Agreement results between the parties hereto, the prevailing party shall be awarded, in addition to other damages allowed by law, its reasonable attorney's fees and costs incurred in pursuing such litigation.

4.4 Default. The failure to meet any of the terms or conditions of this Agreement shall constitute a material default of the Agreement. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the 30-day period, the commencement of the cure within the 30-day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any

default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

4.5 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Exclusive venue for any claim, dispute, lawsuit or other legal proceeding involving or arising out of this Agreement will be in a court of appropriate jurisdiction in Williamson County, Texas.

4.6 No Third Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

4.7 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

4.8 Entire Agreement. This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties.

4.9 Exhibits, Headings, Construction and Counterparts. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

4.10 Authority for Execution. The DEVELOPER certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with all applicable legal requirements. COUNTY certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with all applicable legal requirements.

4.11 Notices. Any notices under this Agreement may be sent by hand delivery, or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be

changed from time to time by written notice to the other Parties:

DEVELOPER:

Joe Owen
502 Goodnight
Georgetown, Texas 78628
Telephone: (972) 679-5545
Email: joe@Owenholdings.com

With a copy to:
J. Marc Hesse
Hesse, Hesse & Blythe, PC
5560 Tennyson Parkway, Suite 250
Plano, Texas 75024
Phone: (469) 759-1600
Email: jmh@hesselaw.com

COUNTY:

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

With a copy to:
Williamson County Engineer
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626

Either DEVELOPER or COUNTY may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten (10) days prior to the date such change is effective. All notices under this Agreement will be deemed given on the earlier of the date personal delivery is affected or on the delivery date or attempted delivery date shown on the return receipt or facsimile confirmation.

4.12 Assignment. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any Party without first obtaining written consent of the other Party.

4.13 Contract Period. This Agreement shall remain in full force and effect until all work authorized under this Agreement has been completed and accepted by the COUNTY or unless terminated as otherwise provided herein.

4.14 Prohibition of Boycott of Israel. DEVELOPER verifies that it does not boycott Israel and agrees that during the term of this Agreement will not boycott Israel as that term is defined in Texas Government Code Sections 808.001/2270.001, as amended. By signing below, the DEVELOPER certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

4.15 Prohibition of Boycott of Firearms and Ammunition Industries. Texas Government Code Chapter 2274 prohibits a political subdivision of the State of Texas from entering into a contract with

a company that discriminates against the firearms and ammunition industries. By signing below, DEVELOPER certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of this Agreement.

4.16 Prohibition of Boycott of Energy Companies. Texas Government Code Section 2276.002 prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against energy companies. By signing below, the DEVELOPER certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

4.17 Force Majeure. The term "Force Majeure," as used herein, means an act of God; fire; earthquake; flood; explosion; action of the elements; terrorism; war; riot, mob violence; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market; pandemic; failure of transportation; lawful strike, lockout or action of labor unions; condemnation; court order; law or order of governmental or military authorities; or any other cause, whether similar or dissimilar to the foregoing, that actually causes a delay in the performance of an obligation herein, and is not within the control of the Party claiming the Force Majeure. In no event shall the obligation to pay money be subject to delay by reason of a claim of "Force Majeure." Each Party shall use reasonable diligence to avoid any Force Majeure event and shall resume performance as promptly as possible after the occurrence of a Force Majeure event.

Executed this 19th day of November, 20__.

WILLIAMSON COUNTY

_____

By:
Title:

PARMER RANCH PARTNERS, LP

_____

By: Joe Owen
Title: President of GP – Owen Holdings, Inc

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

ACKNOWLEDGEMENT

Before me, the undersigned authority, on this day personally appeared Joe Owen, President of Owen Holdings, Inc as General Partner of Parmer Ranch Partners, LP, a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 19 day of November, 2025.

DEBRA S. WILSON
My Notary ID # 124173367
Expires March 12, 2027

_____
Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

ACKNOWLEDGEMENT

Before me, the undersigned authority, on this day personally appeared _____, _____ of the County of Williamson, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

THE PROPERTY

The intersection of Ronald Reagan Blvd and Parmer Ranch Blvd.

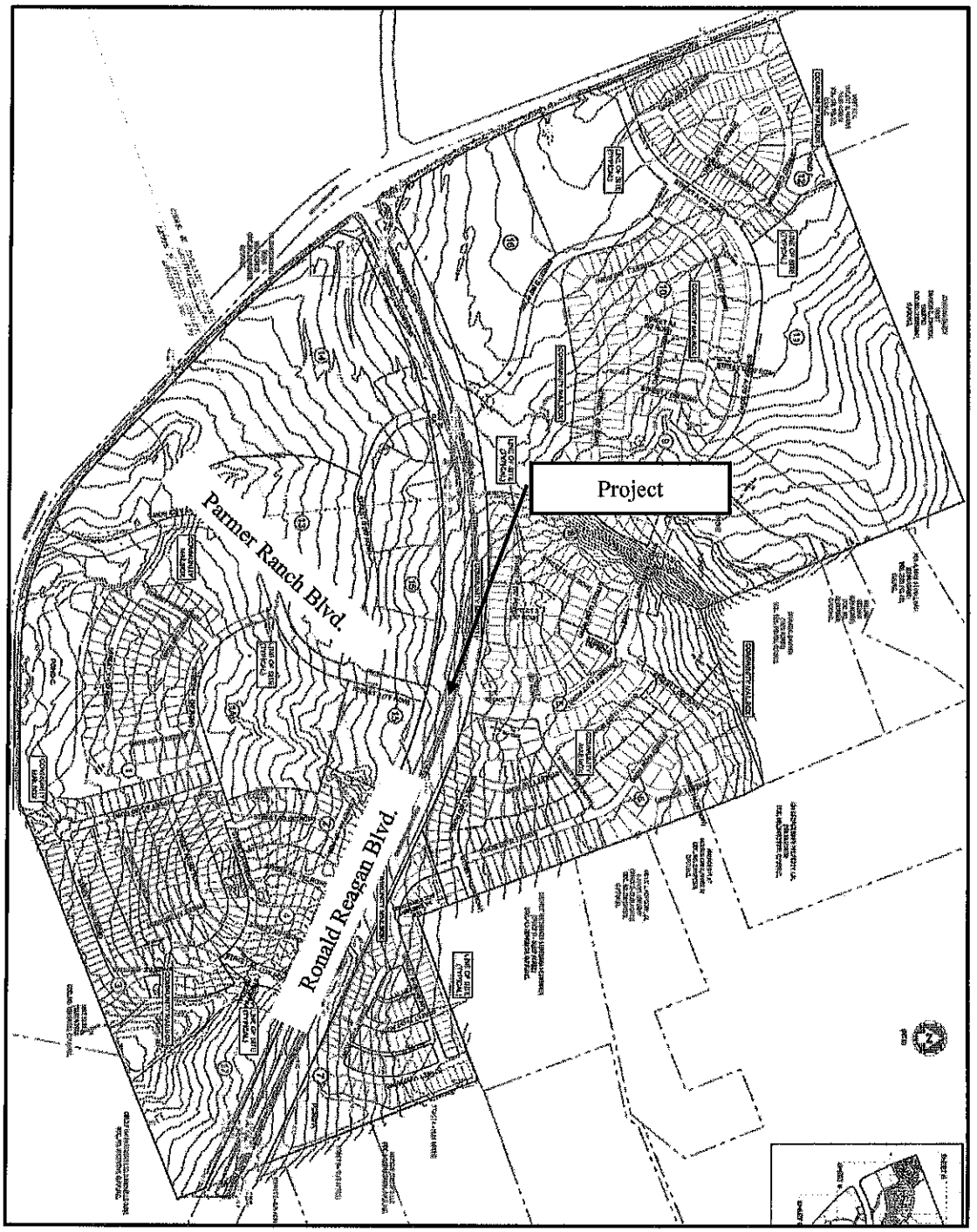
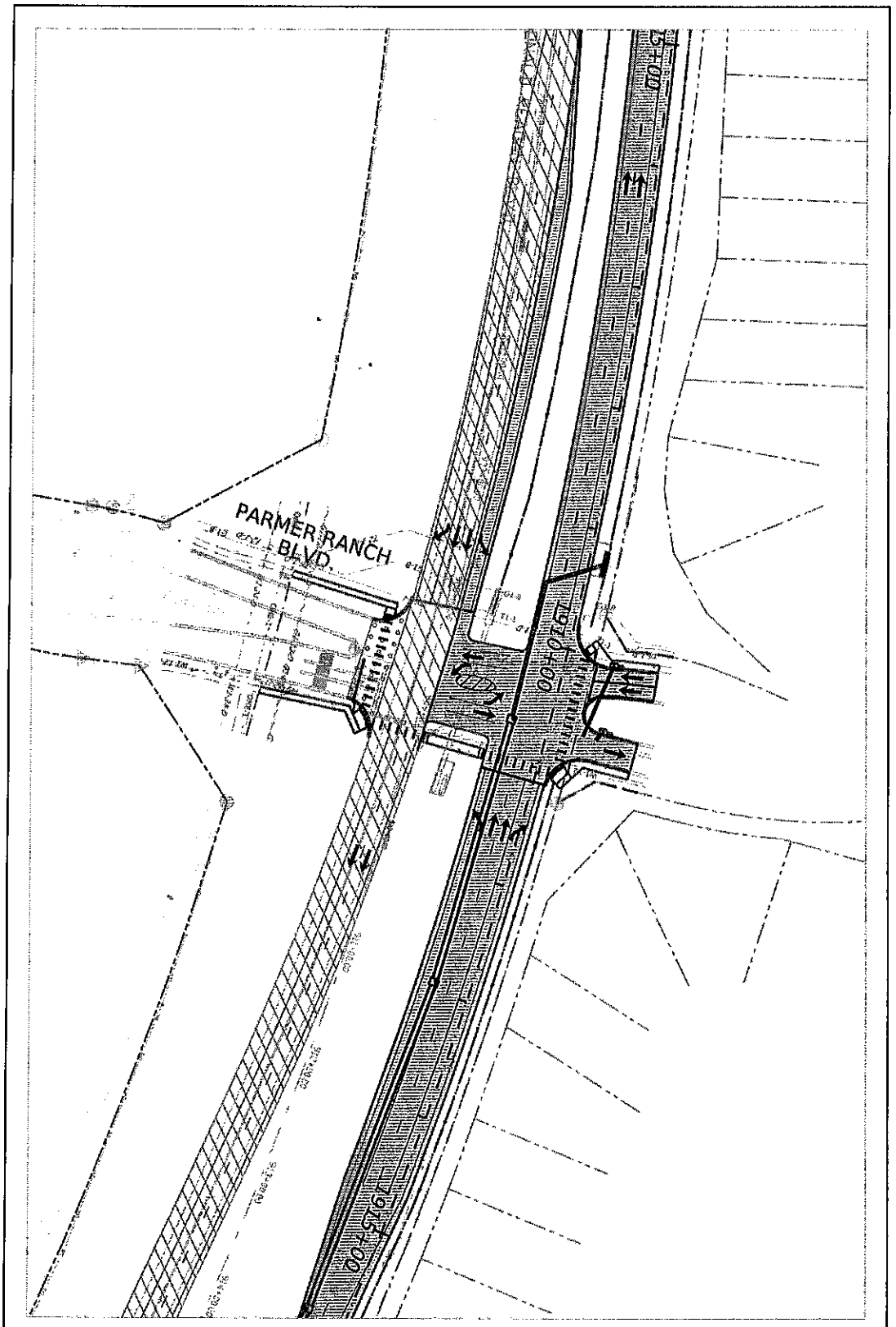


EXHIBIT "B"

THE PROJCT



Schematic depiction of the traffic signal at Ronald Reagan Blvd. & Parmer Ranch Blvd.

Commissioners Court - Regular Session **72.**

Meeting Date: 12/09/2025

Temporary road closures of CRs 140 148 149 150 and 152

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the temporary road closures of portions of CR 140, CR 148, CR 149, CR 150 and CR 152 on Saturday, December 13, 2025, from 6:30 AM to 12 PM and approval of a temporary diversion plan for traffic during the closure.

Background

These temporary road closures are for the Georgetown Half Marathon and 5K. A temporary diversion plan for traffic is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

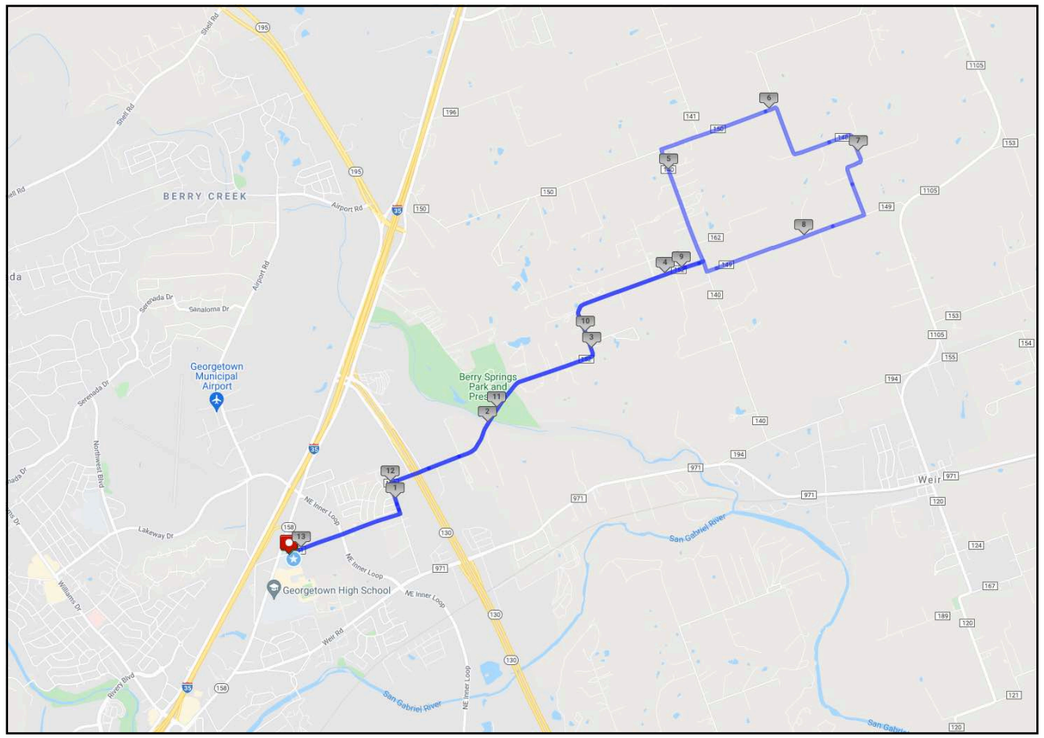
TTC Plan - 2025 Georgetown HM

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:35 AM
Form Started By: Misti Schulz		Started On: 12/02/2025 05:10 PM
Final Approval Date: 12/03/2025		

Temporary Traffic Control Plan
2025 Georgetown Half Marathon & 5K
Georgetown, Texas
December 13, 2025

SHEET #	ROUTE LOCATION
	HALF MARATHON & 10K+5K ROUTE
1	RACE START AT CHIP RICHARTE H.S. (STADIUM DR)
2	STADIUM DR / NE INNER LOOP
3	STADIUM DR / CR 152
4	CR 152
5	CR 152 / SH 130 (5K TURNAROUND)
6-9	CR 152
10	CR 152 / CR 140
11	CR 140
12	CR 140 / CR 150
13	CR 150
14	CR 150 / CR 148
15-16	CR 148
17	CR 148 / CR 149
18	CR 149
19	CR 149 / CR 140
20	CR 152 DETOUR ROUTE



SITE LOCATION MAP
(NTS)

EVENT DATE: DECEMBER 13, 2025 EVENT START TIME: HM 0700 / 5K 0720

TRAFFIC CONTROL SETUP TIME: SET BY 0630

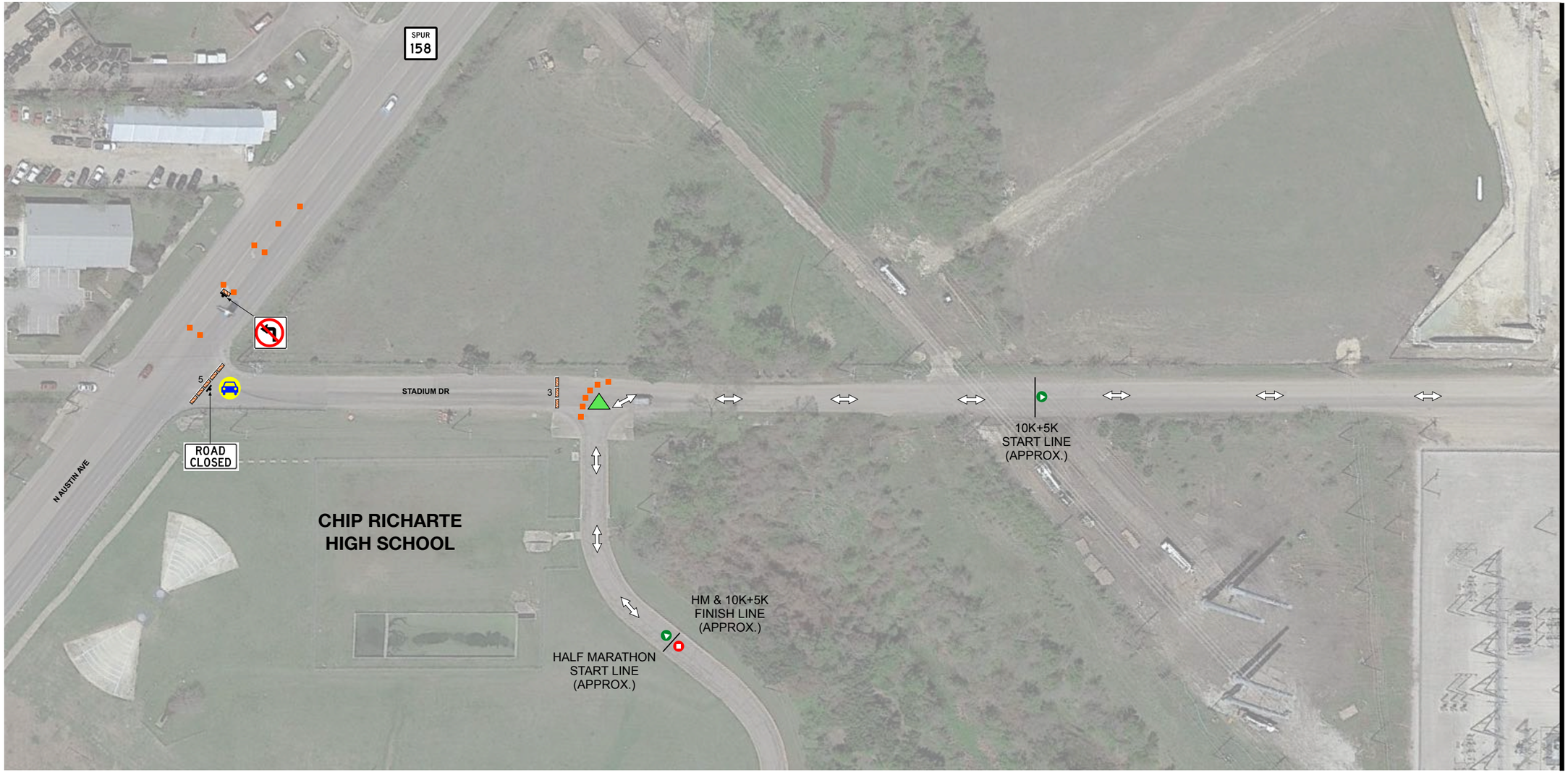
PREPARED BY:

DALE L. PICHA, P.E.
1430 GREY OAK DR
SAN ANTONIO, TX 78213
PHONE: (210) 668-0627

FIRM REGISTRATION NUMBER
F-12490

STATE OF TEXAS
DALE L. PICHA
85552
LICENSED
PROFESSIONAL ENGINEER

Dale L. Picha, P.E.
12/02/25



Symbol Legend

- Temporary Sign
- Channelizing Devices
- Type III Barricade
- Arrow Board
- Portable CMS
- Police Officer
- Volunteer
- Runner Direction
- Vehicle Direction

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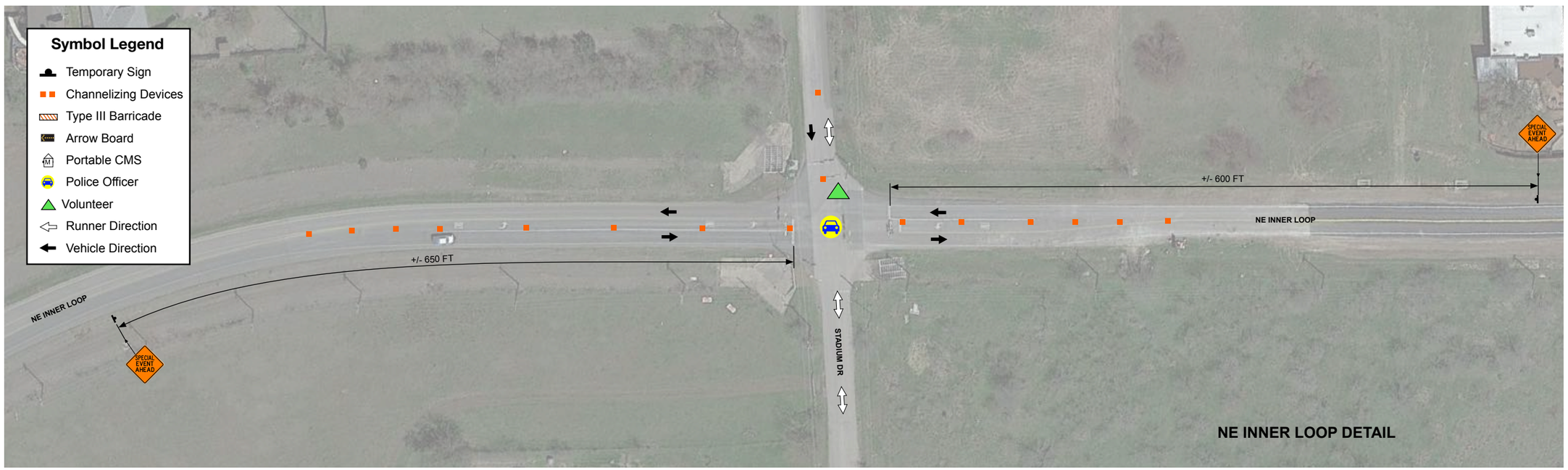
GEORGETOWN HALF MARATHON 10K 5K & KIDSK

Temporary Traffic Control Plan
2025 Georgetown Half Marathon & 10K+5K
December 13, 2025

N

1 inch = 100 feet



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December 13, 2025

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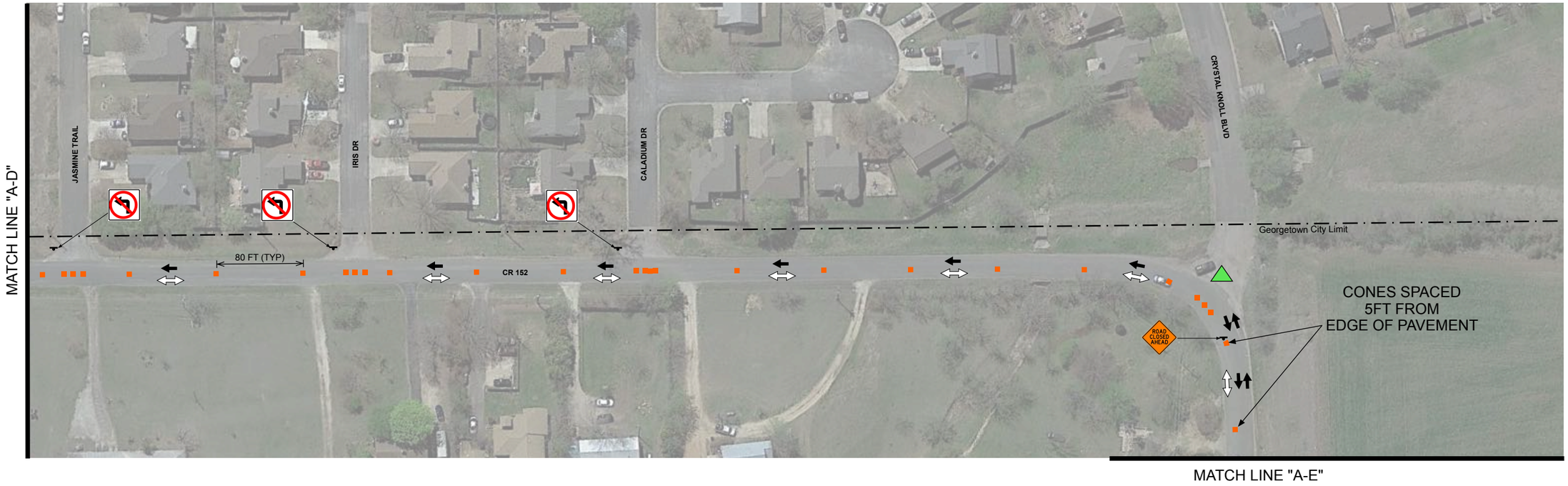

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Temporary Traffic Control Plan
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1 inch = 100 feet

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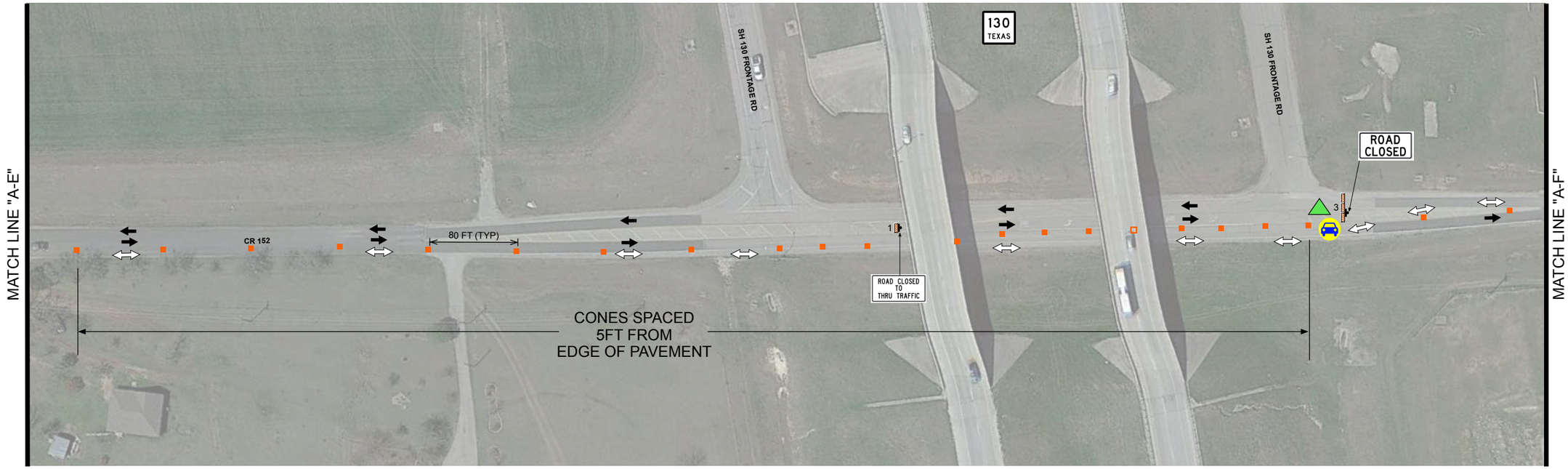

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Temporary Traffic Control Plan
2025 Georgetown Half Marathon & 10K+5K
December 13, 2025

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2025 Georgetown Half Marathon & 10K+5K
December 13, 2025

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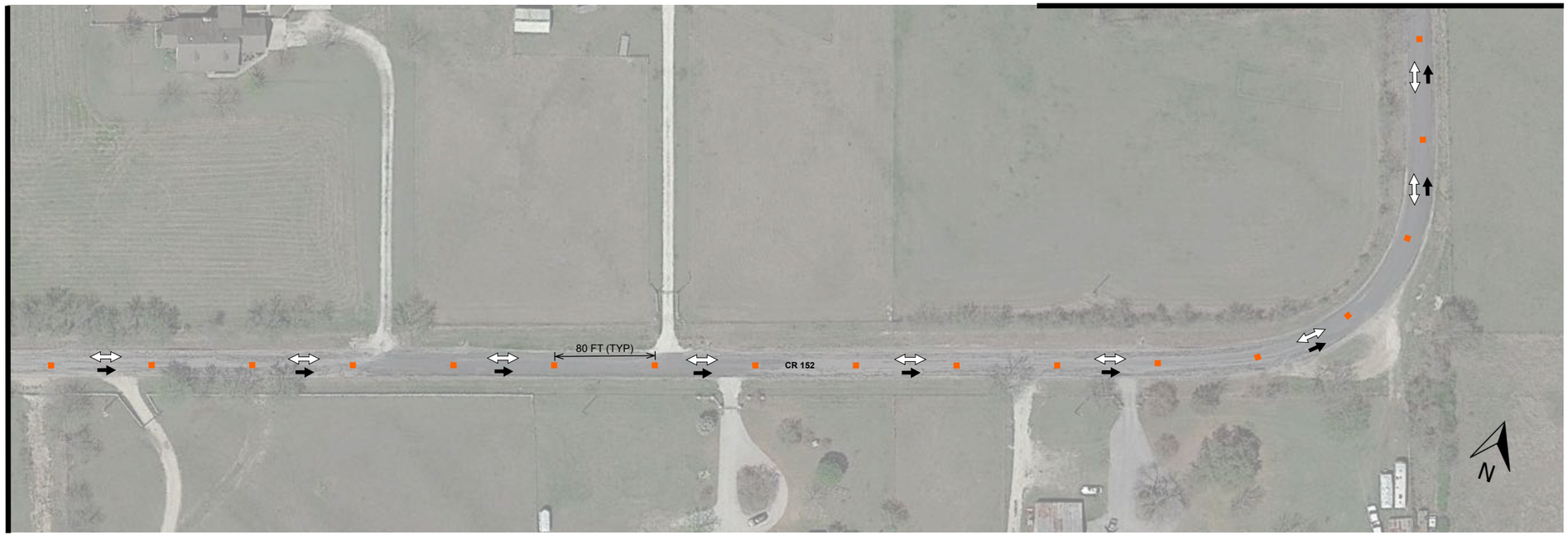
GEORGETOWN HALF MARATHON 10K 5K & KIDSK

Temporary Traffic Control Plan
2025 Georgetown Half Marathon & 10K+5K
December 13, 2025

1 inch = 100 feet

MATCH LINE "A-K"



MATCH LINE "A-L"

Symbol Legend

- Temporary Sign
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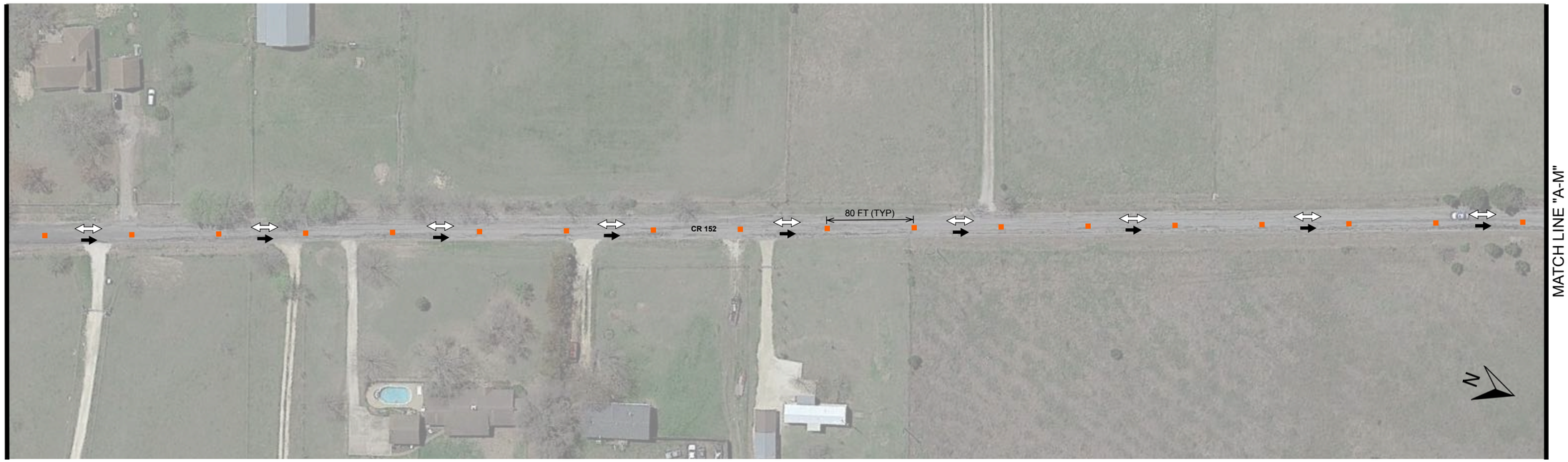
MATCH LINE "A-L"



MATCH LINE "A-M"

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1 inch = 100 feet

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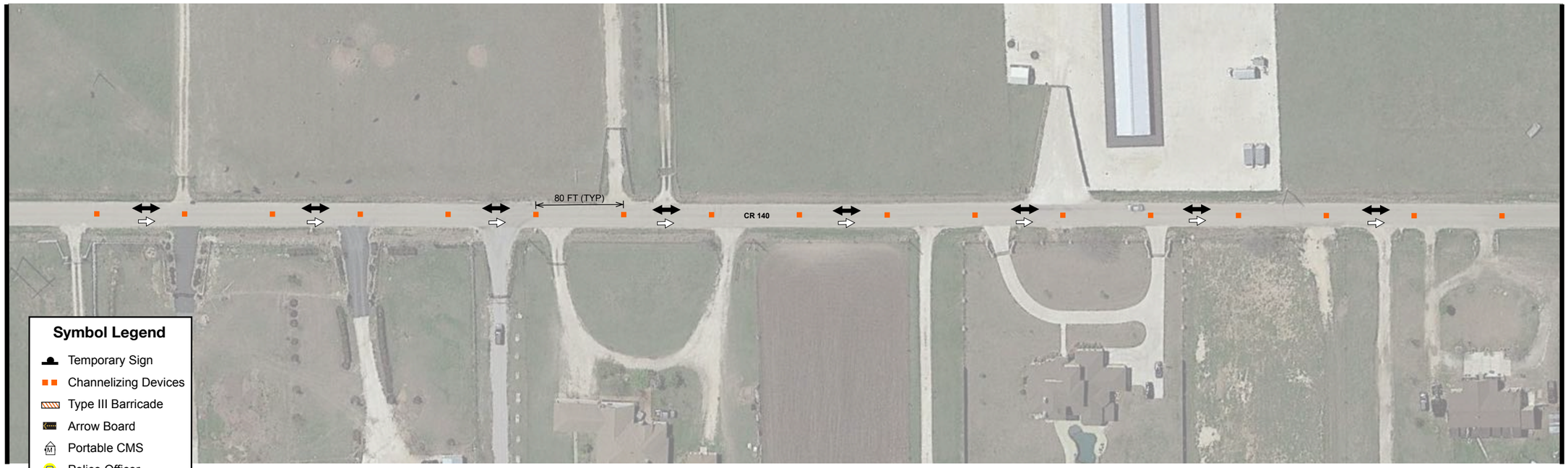

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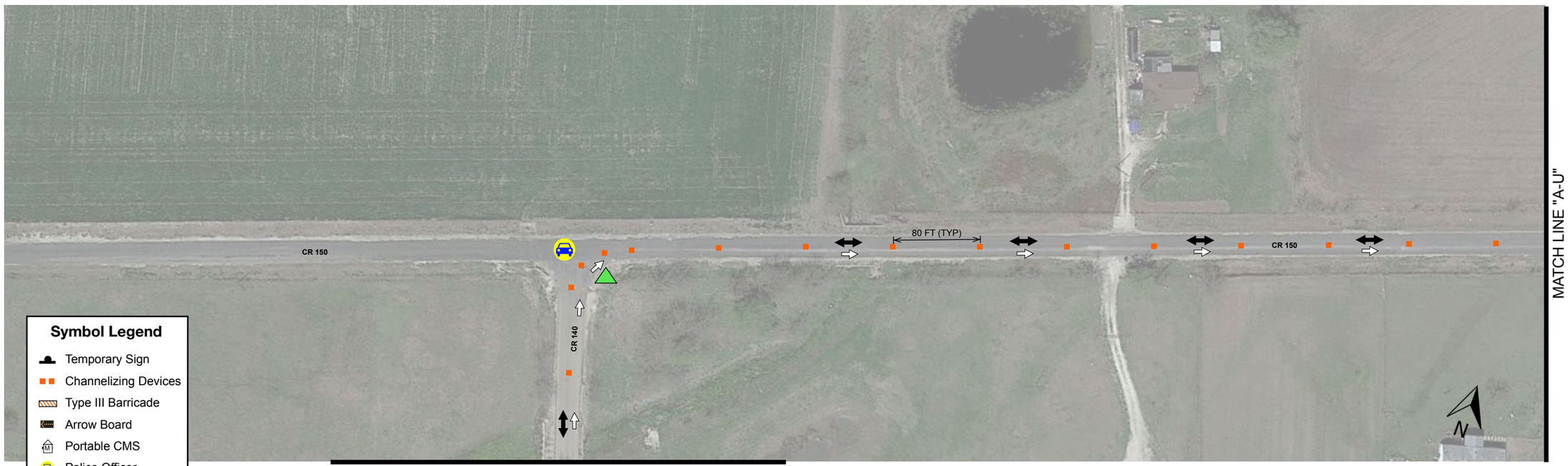

MATCH LINE "A-T"

Symbol Legend

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December 13, 2025

1 inch = 100 feet

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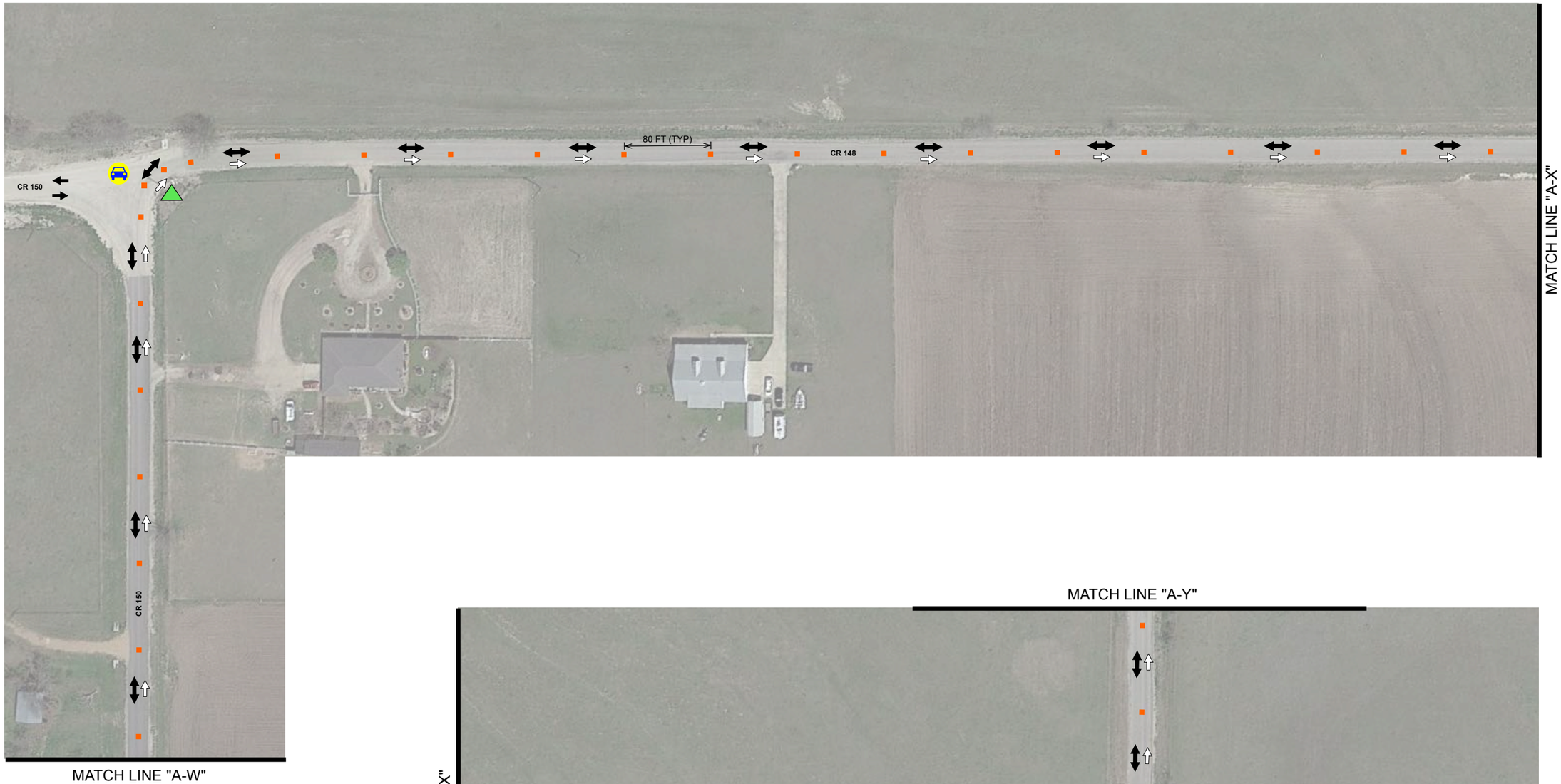

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MATCH LINE "B-B"

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N

1 inch = 100 feet

MATCH LINE "B-H"
(SEE PAGE 10 OF 20)

Symbol Legend

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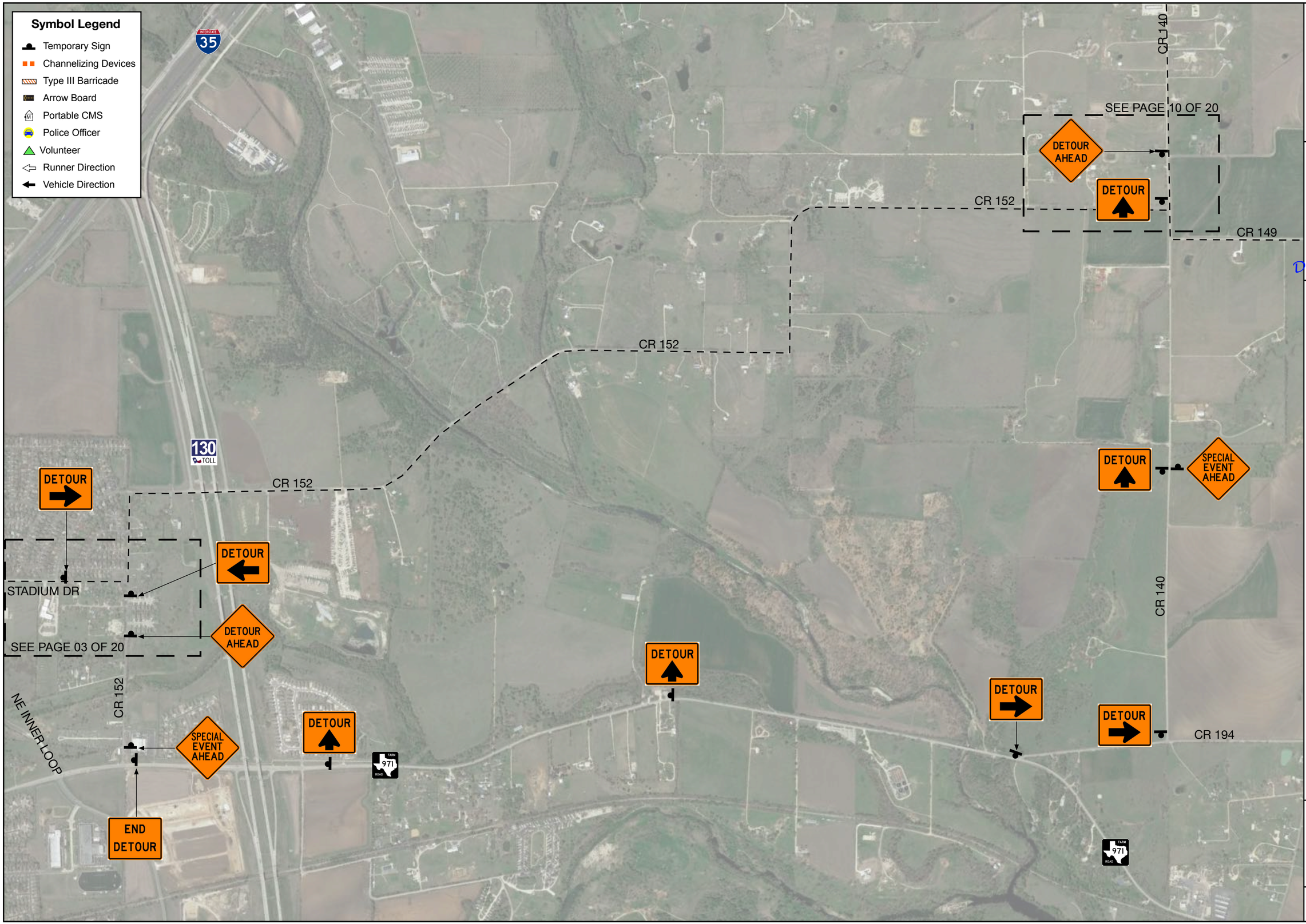

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December 13, 2025

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1 inch = 100 feet

Commissioners Court - Regular Session **73.**

Meeting Date: 12/09/2025

License agreement with Bar W Ranch HOA Inc for the Bar W Ranch Phase 8 subdivision – Pct 2

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a license agreement with Bar W Ranch HOA, Inc. for the Bar W Ranch Phase 8 subdivision – Precinct 2.

Background

This license agreement is to allow Bar W Ranch HOA, Inc. to install and maintain additions including landscaping, lighting, fencing, signage and irrigation within the rights-of-way of the Bar W Ranch Phase 8 subdivision.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bar W Ranch Ph 8 License Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:34 AM
Form Started By: Misti Schulz		Started On: 10/21/2025 10:14 AM
Final Approval Date: 12/03/2025		

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas ("County"), and Bar W Ranch HOA, Inc,, a Texas nonprofit Corporation ("Licensee"), enter into this License Agreement ("Agreement") upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage and irrigation (collectively referred to herein as the "Licensee's Improvements") in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of County's right-of-way shown and depicted in the attached **Exhibit "A" (**the "Licensed Property").

The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II. ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Licensee hereby agrees and acknowledges that Licensee, at its expense, shall be responsible for removal of Licensee's Improvements from the Licensed Property within forty-eight (48) hours of County's directive to remove specified Licensee's Improvements whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property. In the event Licensee fails to remove the Licensee's Improvements to the County's satisfaction following County's directive to do so, then and in that event the County may cause the Improvements to be removed at the expense of Licensee.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, repair or replace, without liability to County and at Licensee's

expense, any of the Licensee's Improvements thereof whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/l00 Dollars ($500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE LICENSEE, 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. LICENSEE 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, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS 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 LICENSEE 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.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants shall be completed within fifteen (15) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof to the Licensee at the address set forth below. Licensee shall have fifteen (15) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the fifteen (15) period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within fifteen (15) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following fifteen (15) days written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement, or portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than

thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing fifteen (15) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite fifteen (15) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in

connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, 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.

B. 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.

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. Excepts as specifically otherwise set forth herein, all notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be sent to the receiving party at the address identified below and be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the

date in which notice is sent by electronic mail (e-mail). All notices, demands and requests hereunder shall be addressed:

To Licensee At:

Bar W Ranch HOA, Inc
c/o First Service Residential
5316 W US HWY 290 Service Road, Suite 100
Austin, TX 78735
E-mail: abraham.salazar@fsresidential.com

with copies to: Continental Homes of Texas, L.P.
10700 Pecan Park Blvd., Suite 400
Austin, TX 78750
E-mail: rlgray@drhorton.com

To County At:

Williamson County Engineer
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626
E-mail: adam.boatright@wilco.org

with copy to: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

or to such other addresses which either party may so designate by sending notice as aforesaid.

F. Day. Unless otherwise set forth herein, all references herein to a "day" shall mean a calendar day and not a business day.

G. 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.

H. Compliance with Laws. Each party to this Agreement 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

I. 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.

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

K. 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 or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. 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 COUNTY COMMISSIONERS COURT.

TERMS AND CONDITIONS ACCEPTED, to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY,
a political subdivision of the State of Texas

By:_____

Printed Name: _____

Representative Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date:_____ _____, 20___

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 20__ by _____, as Presiding officer of the Williamson County Commissioners Court, on behalf of Williamson County, Texas.

_____
NOTARY PUBLIC, State of Texas

LICENSEE:

BAR W RANCH HOA, INC.
a Texas nonprofit corporation

By: Keri Scott

Printed Name: Keri Scott

Title: Director

Date: July 30, 2025

ATTEST:

By: Stacy Saino
Secretary

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 30th day of July, 2025, by Keri Scott, Director of Bar W Ranch HOA, Inc, a Texas non-profit corporation.

ELIZABETH COHEN
Notary Public
STATE OF TEXAS
ID# 135012162
My Comm. Exp. July 19, 2028

NOTARY PUBLIC, State of Texas

EXHIBIT "A"

LICENSED PROPERTY

The portions of all public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of Bar W Ranch Boulevard, Mosey Lane, Stamp Iron Avenue, Tumbleweed Trail and Oreana View located within the Bar W Ranch West Phase 8 Subdivision and depicted on **Exhibit "A-1"**. For reference, the Bar W Ranch West Phase 8 Subdivision is generally depicted on **Exhibit "A-2"**.

EXHIBIT "A-1"
LICENSED PROPERTY

1) No installation of irrigation, plantings, silt fence, etc. shall be permitted within the base overbuild or three feet behind the back of curb.

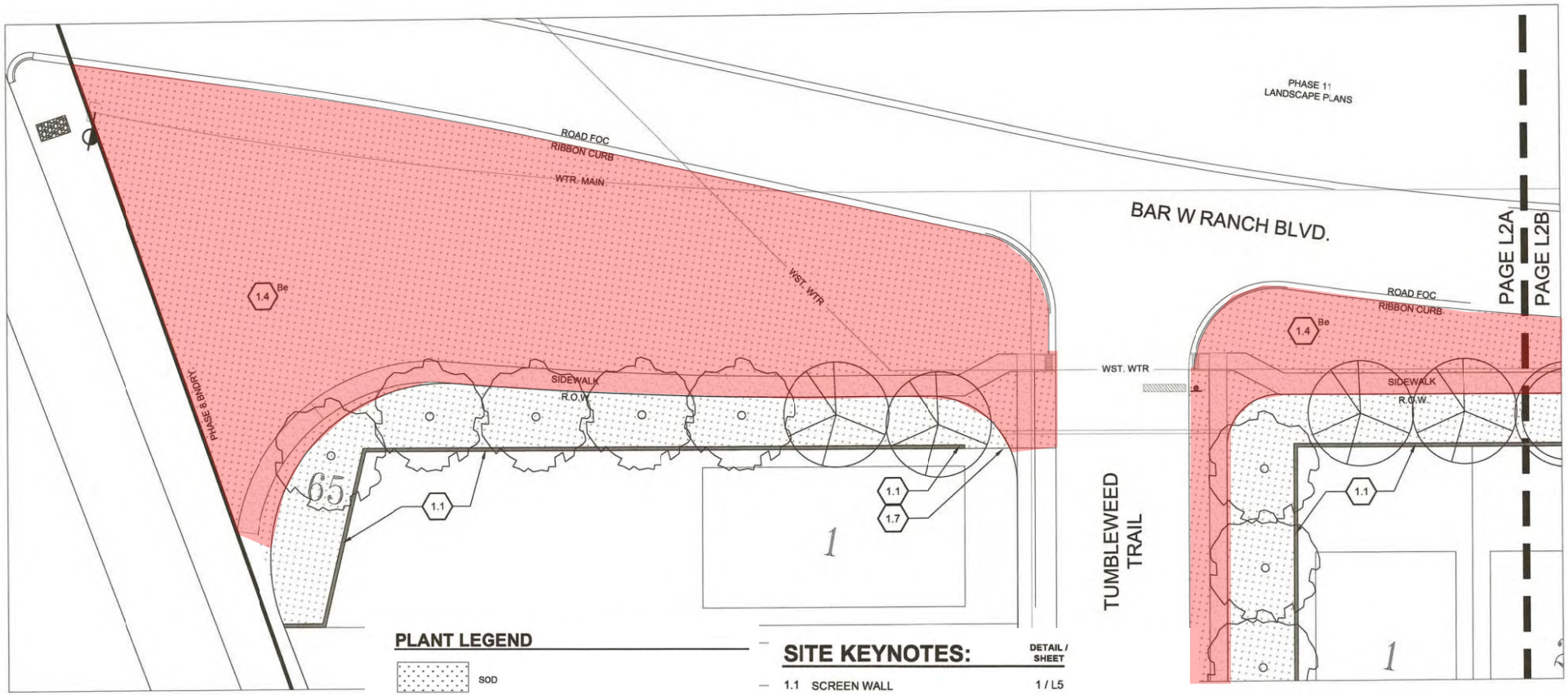
2) Landscaping proposed within the right of way shall not interfere with intersection sight distances.

LICENSED AREA

LICENSED AREA

1) No installation of irrigation, plantings, silt fence, etc. shall be permitted within the base overbuild or three feet behind the back of curb.

2) Landscaping proposed within the right of way shall not interfere with intersection sight distances.



L2A

PLANT LEGEND

- SOD
- PROPOSED TREE: CEDAR ELM
- PROPOSED TREE: MEXICAN WHITE OAK
- PROPOSED TREE: LIVE OAK
- PROPOSED ORNAMENTAL TREE: TEXAS REDBUD (Cc)
- PROPOSED ORNAMENTAL TREE: MEXICAN BUCKEYE (Us)

SITE KEYNOTES:

		DETAIL / SHEET
1.1	SCREEN WALL	1 / L5
1.2	TREE PLANTING	2 / L5
1.3	ORNAMENTAL TREE PLANTING	3 / L5
1.4	SOD	4 / L5
1.5	SHRUB PLANTING	5 / L5
1.6	GRAVEL	6 / L5
1.7	METAL EDGING	7 / L5

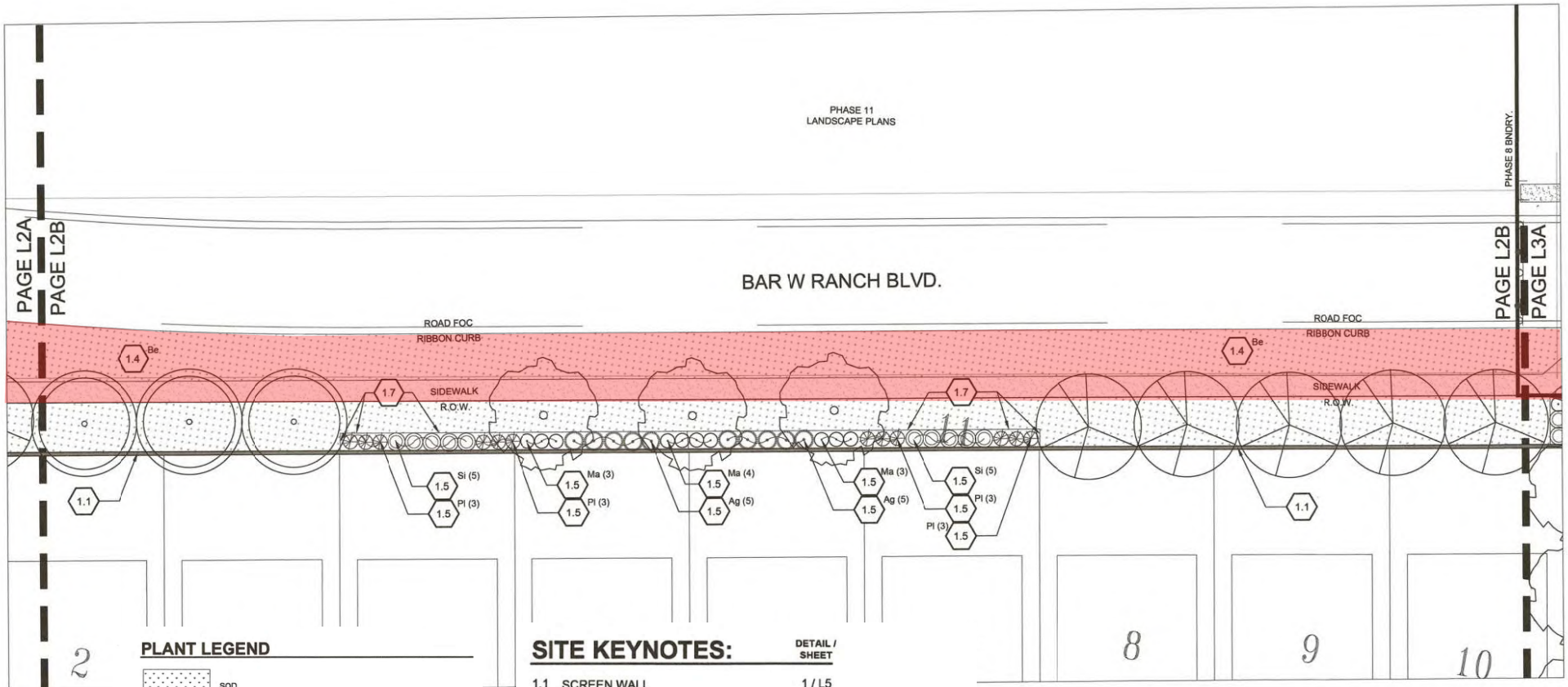
*NOTES:

1. Screen wall to be located adjacent to the property line.
2. Refer to civil drawings for sidewalk and ADA ramp layout
3. Work with caution around existing trees
4. Existing underground utilities are shown per available records. Verify the actual location and elevation in the field prior to beginning construction of the new facilities. Contractor shall protect existing utilities and be responsible for damage to utilities encountered during construction.

LICENSED AREA

1) No installation of irrigation, plantings, silt fence, etc. shall be permitted within the base overbuild or three feet behind the back of curb.

2) Landscaping proposed within the right of way shall not interfere with intersection sight distances.



L2B

PLANT LEGEND

- SOD
- PROPOSED TREE: CEDAR ELM
- PROPOSED TREE: MEXICAN WHITE OAK
- PROPOSED TREE: LIVE OAK
- PROPOSED ORNAMENTAL TREE: TEXAS REDBUD (Cc)
- PROPOSED ORNAMENTAL TREE: MEXICAN BUCKEYE (Us)

SITE KEYNOTES:

		DETAIL / SHEET
1.1	SCREEN WALL	1 / L5
1.2	TREE PLANTING	2 / L5
1.3	ORNAMENTAL TREE PLANTING	3 / L5
1.4	SOD	4 / L5
1.5	SHRUB PLANTING	5 / L5
1.6	GRAVEL	6 / L5
1.7	METAL EDGING	7 / L5

*NOTES:

1. Screen wall to be located adjacent to the property line.
2. Refer to civil drawings for sidewalk and ADA ramp layout
3. Work with caution around existing trees
4. Existing underground utilities are shown per available records. Verify the actual location and elevation in the field prior to beginning construction of the new facilities. Contractor shall protect existing utilities and be responsible for damage to utilities encountered during construction.

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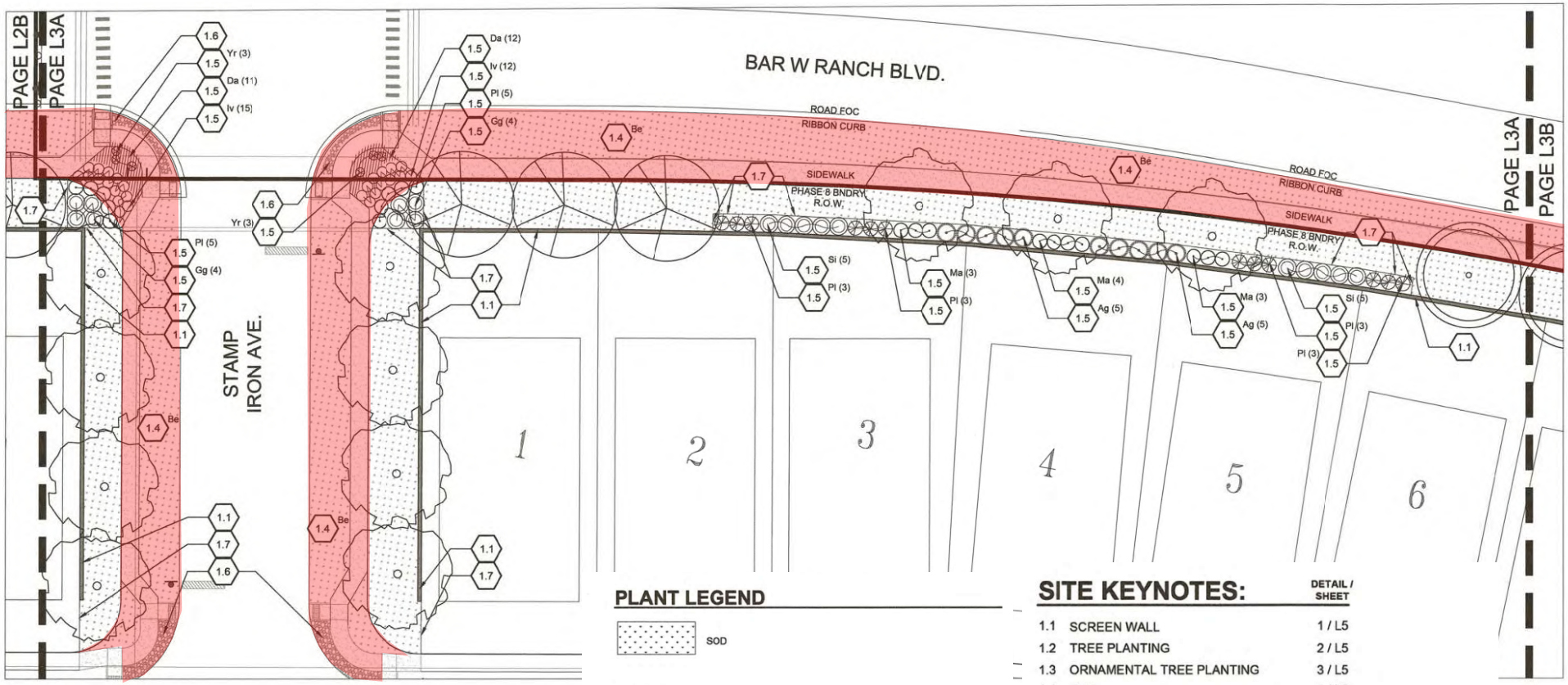

L3A

PLANT LEGEND

- SOD
- PROPOSED TREE: CEDAR ELM
- PROPOSED TREE: MEXICAN WHITE OAK
- PROPOSED TREE: LIVE OAK
- PROPOSED ORNAMENTAL TREE: TEXAS REDBUD (Cc)
- PROPOSED ORNAMENTAL TREE: MEXICAN BUCKEYE (Us)

SITE KEYNOTES:

		DETAIL / SHEET
1.1	SCREEN WALL	1 / L5
1.2	TREE PLANTING	2 / L5
1.3	ORNAMENTAL TREE PLANTING	3 / L5
1.4	SOD	4 / L5
1.5	SHRUB PLANTING	5 / L5
1.6	GRAVEL	6 / L5
1.7	METAL EDGING	7 / L5

*NOTES:

1. Screen wall to be located adjacent to the property line.
2. Refer to civil drawings for sidewalk and ADA ramp layout
3. Work with caution around existing trees
4. Existing underground utilities are shown per available records. Verify the actual location and elevation in the field prior to beginning construction of the new facilities. Contractor shall protect existing utilities and be responsible for damage to utilities encountered during construction.

LICENSED AREA

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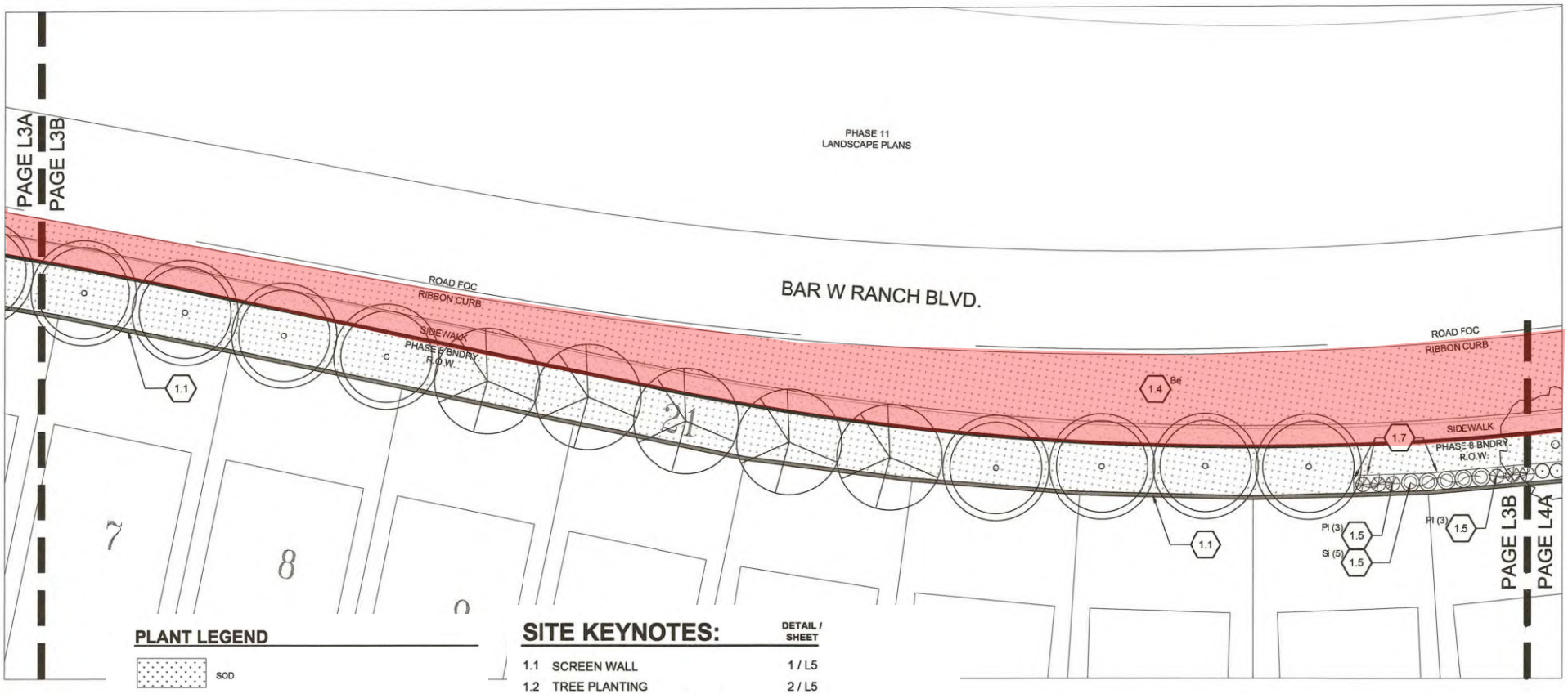
2) Landscaping proposed within the right of way shall not interfere with intersection sight distances.



L3B

PLANT LEGEND

- SOD
- PROPOSED TREE: CEDAR ELM
- PROPOSED TREE: MEXICAN WHITE OAK
- PROPOSED TREE: LIVE OAK
- PROPOSED ORNAMENTAL TREE: TEXAS REDBUD (Cc)
- PROPOSED ORNAMENTAL TREE: MEXICAN BUCKEYE (Us)

SITE KEYNOTES:

		DETAIL / SHEET
1.1	SCREEN WALL	1 / L5
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1.6	GRAVEL	6 / L5
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*NOTES:

1. Screen wall to be located adjacent to the property line.
2. Refer to civil drawings for sidewalk and ADA ramp layout
3. Work with caution around existing trees
4. Existing underground utilities are shown per available records. Verify the actual location and elevation in the field prior to beginning construction of the new facilities. Contractor shall protect existing utilities and be responsible for damage to utilities encountered during construction.

LICENSED AREA

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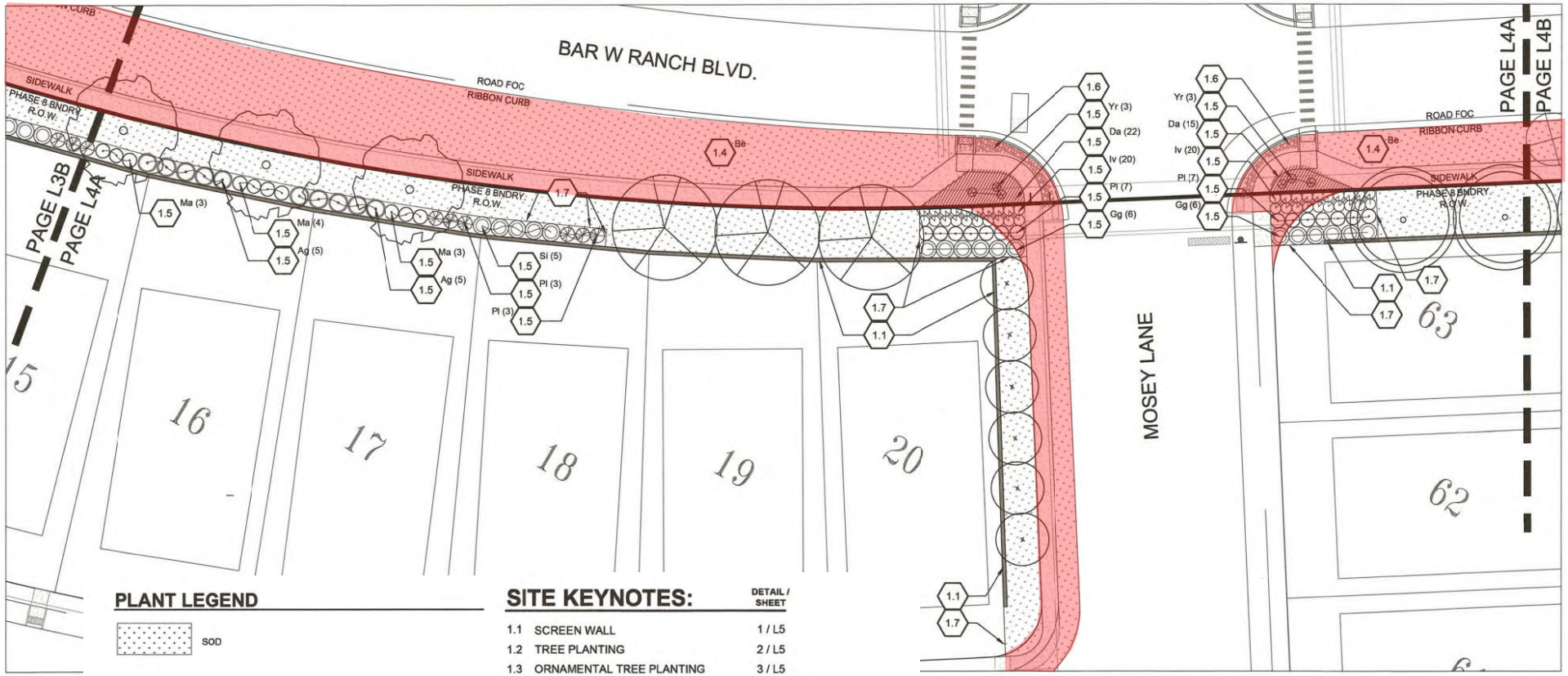
2) Landscaping proposed within the right of way shall not interfere with intersection sight distances.



L4A

PLANT LEGEND

- SOD
- PROPOSED TREE: CEDAR ELM
- PROPOSED TREE: MEXICAN WHITE OAK
- PROPOSED TREE: LIVE OAK
- PROPOSED ORNAMENTAL TREE: TEXAS REDBUD (Cc)
- PROPOSED ORNAMENTAL TREE: MEXICAN BUCKEYE (Us)

SITE KEYNOTES:

		DETAIL / SHEET
1.1	SCREEN WALL	1 / L5
1.2	TREE PLANTING	2 / L5
1.3	ORNAMENTAL TREE PLANTING	3 / L5
1.4	SOD	4 / L5
1.5	SHRUB PLANTING	5 / L5
1.6	GRAVEL	6 / L5
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*NOTES:

1. Screen wall to be located adjacent to the property line.
2. Refer to civil drawings for sidewalk and ADA ramp layout
3. Work with caution around existing trees
4. Existing underground utilities are shown per available records. Verify the actual location and elevation in the field prior to beginning construction of the new facilities. Contractor shall protect existing utilities and be responsible for damage to utilities encountered during construction.

LICENSED AREA

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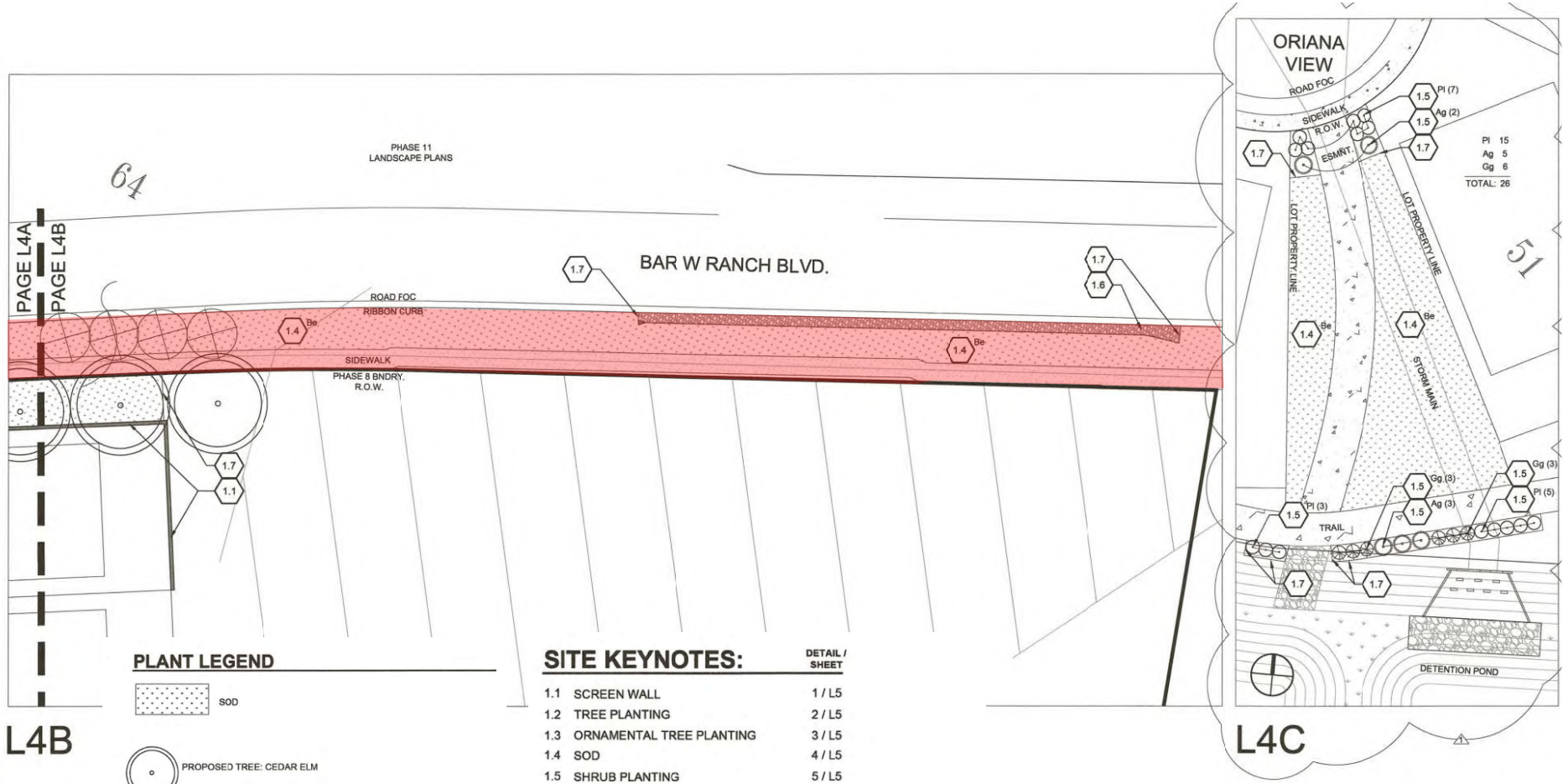

PLANT LEGEND

- SOD
- PROPOSED TREE: CEDAR ELM
- PROPOSED TREE: MEXICAN WHITE OAK
- PROPOSED TREE: LIVE OAK
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3. Work with caution around existing trees
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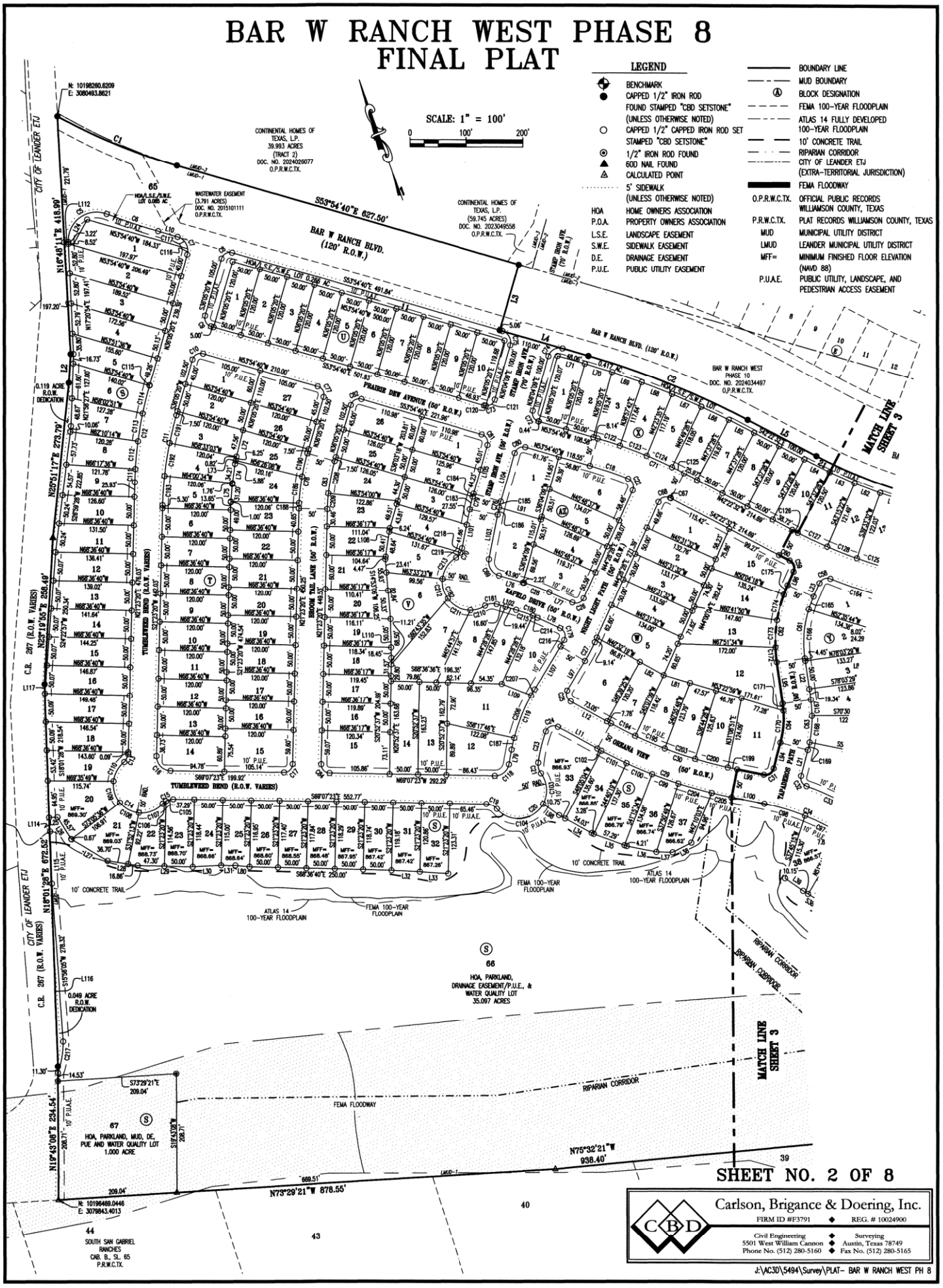
EXHIBIT "A-2"
DEPICTION OF SUBDIVISION

BAR W RANCH WEST PHASE 8
FINAL PLAT



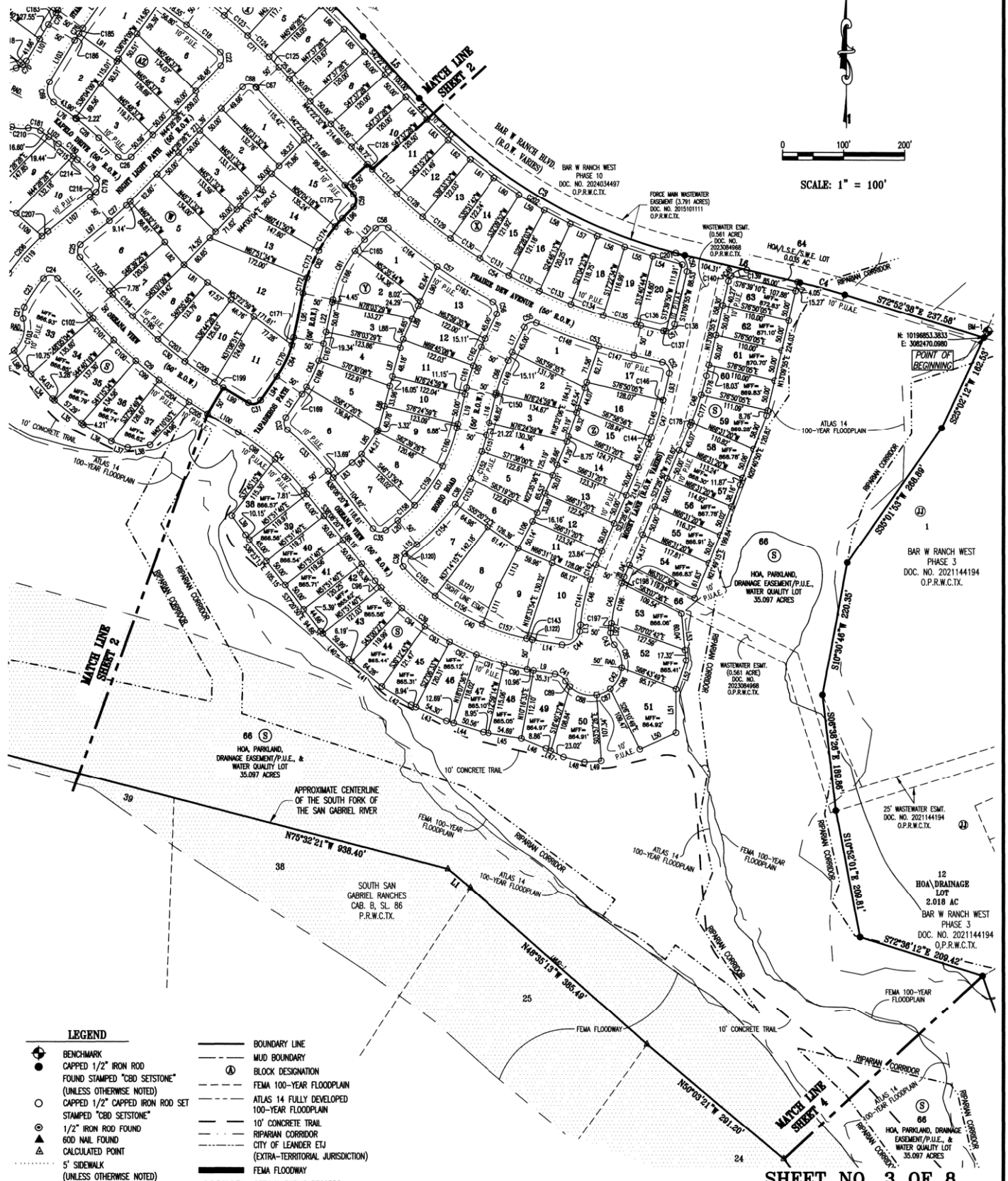
SHEET NO. 2 OF 8

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5494\Survey\PLAT- BAR W RANCH WEST PH 8

DOC# 2025057141

BAR W RANCH WEST PHASE 8
FINAL PLAT



LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS OTHERWISE NOTED)
- CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- 1/2" IRON ROD FOUND
- 60D NAIL FOUND
- CALCULATED POINT
- 5' SIDEWALK (UNLESS OTHERWISE NOTED)
- HOA — HOME OWNERS ASSOCIATION
- P.O.A. — PROPERTY OWNERS ASSOCIATION
- L.S.E. — LANDSCAPE EASEMENT
- S.W.E. — SIDEWALK EASEMENT
- D.E. — DRAINAGE EASEMENT
- P.U.E. — PUBLIC UTILITY EASEMENT

- BOUNDARY LINE
- MUD BOUNDARY
- Ⓐ BLOCK DESIGNATION
- FEMA 100-YEAR FLOODPLAIN
- ATLAS 14 FULLY DEVELOPED 100-YEAR FLOODPLAIN
- 10' CONCRETE TRAIL
- RIPARIAN CORRIDOR
- CITY OF LEANDER ETJ (EXTRA-TERRITORIAL JURISDICTION)
- FEMA FLOODWAY
- O.P.R.W.C.TX. — OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. — PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- MUD — MUNICIPAL UTILITY DISTRICT
- LMUD — LEANDER MUNICIPAL UTILITY DISTRICT
- MFF= — MINIMUM FINISHED FLOOR ELEVATION (NAVD 88)
- P.U.A.E. — PUBLIC UTILITY, LANDSCAPE, AND PEDESTRIAN ACCESS EASEMENT

SHEET NO. 3 OF 8

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5494\Survey\PLAT- BAR W RANCH WEST PH 8

Doc # 2025057141

Commissioners Court - Regular Session **74.**

Meeting Date: 12/09/2025

Award of IFB #25IFB88 RM 2243 Phase 1A to Chasco Constructors LTD for Road Bonds/HNTB

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB88 to Chasco Constructors LTD for the RM 2243 Phase 1A for Road Bonds/HNTB in the amount of $30,194,994.00 and authorize execution of the agreement, contingent upon TxDOT concurrence. The funding sources are P326, Federal and City of Leander.

Background

Williamson County sent out One Thousand One Hundred Twenty-Four (1,124) notifications with One Hundred Fifty-Nine (159) document takers and received Five (5) submittals that were reviewed, and the apparent low bid, Chasco Constructors LTD was found to be responsive and materially balanced. It is recommended that Williamson County award to Chasco Constructors LTD, contingent upon TxDOT concurrence. The funding sources are P326, Federal and City of Leander; the Origination ID #3686, and Loretta Schietinger, P.E. (HNTB) is the Point of Contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB88 RM 2243 Phase 1A Recommendation Package

1295 Form Chasco Constructors LTD REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:21 PM
Form Started By: Vickie Johnson		Started On: 11/18/2025 07:54 AM
Final Approval Date: 12/02/2025		

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the "Agreement") is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and Chasco Constructors, LTD., LLP. (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. **P326 - Hero Way (RM 2243 Phase 1A)**

Article 2. Engineer of Record

The Project has been designed by **BGE, Inc.**, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **917** calendar days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES Thirty Million, One Hundred Ninety-Four Thousand, Nine Hundred Ninety-Four Dollars and Zero Cents $30,194,994.00

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County 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 County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Williamson County, or anyone claiming under County 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 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Agreement

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 General Conditions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers 1 to 2, inclusive

6.12 Contractor's Bid Affidavit and Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that

may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, 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.

7.6 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.

7.7 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.

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

7.9 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.

7.10 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 or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 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 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.

7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Agreement and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

This Agreement shall be effective upon the last party's execution below (which is the "Effective Date" of the Agreement).

COUNTY	CONTRACTOR
By: _____	By: _____
Name: _____	Name: CHARLES KING
Title: As Presiding Officer of the Williamson County Commissioners Court	Title: VICE PRESIDENT
Date: _____ ____, 20____	Date: NOVEMBER 13, 20 25

Williamson County Road Bond Program
HERO WAY (RM 2243 Phase 1A)
November 13, 2025

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Chasco Constructors, LTD., LLP.	$ 30,194,994.00	1	($7,300,863.00)	-19.47%	$ -	0.0%
Joe Bland Construction, LLC	$ 30,197,645.15	2	($7,298,211.85)	-19.46%	$ 2,651.15	0.0%
Capital Excavation Co.	$ 30,273,262.53	3	($7,222,594.47)	-19.26%	$ 78,268.53	0.3%
Jordan Foster Construction LLC	$ 30,577,217.14	4	($6,918,639.86)	-18.45%	$ 382,223.14	1.3%
Harper Brothers Construction, LLC	$ 35,859,739.43	5	($1,636,117.57)	-4.36%	$ 5,664,745.43	18.8%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors, LTD., LLP.		Joe Bland Construction, LLC		Capital Excavation Co.		Jordan Foster Construction LLC		Harper Brothers Construction, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-7002	PREPARING ROW	180.0	STA	$ 9,000.00	$ 1,620,000.00	$ 3,000.00	$ 540,000.00	$ 2,500.00	$ 450,000.00	$ 1,520.00	$ 273,600.00	$ 11,830.00	$ 2,129,400.00	$ 6,500.00	$ 1,170,000.00
2	103-7001	DISPOSAL OF WATER WELL	4	EA	$ 7,500.00	$ 30,000.00	$ 15,000.00	$ 60,000.00	$ 7,500.00	$ 30,000.00	$ 17,200.00	$ 68,800.00	$ 8,900.00	$ 35,600.00	$ 2,750.00	$ 11,000.00
3	104-7001	REMOV CONC (PAV)	11	SY	$ 15.00	$ 165.00	$ 200.00	$ 2,200.00	$ 50.00	$ 550.00	$ 370.00	$ 4,070.00	$ 95.00	$ 1,045.00	$ 50.00	$ 550.00
4	104-7017	REMOVING CONC (CURB AND GUTTER)	256	LF	$ 19.00	$ 4,864.00	$ 15.00	$ 3,840.00	$ 40.00	$ 10,240.00	$ 17.10	$ 4,377.60	$ 12.00	$ 3,072.00	$ 35.00	$ 8,960.00
5	104-7019	REMOVING CONC (GUTTER)	230	LF	$ 15.00	$ 3,450.00	$ 12.00	$ 2,760.00	$ 40.00	$ 9,200.00	$ 19.05	$ 4,381.50	$ 13.00	$ 2,990.00	$ 35.00	$ 8,050.00
6	106-7002	OBLITERATING ABANDONED ROADWAY	10,686	SY	$ 7.00	$ 74,802.00	$ 9.00	$ 96,174.00	$ 42.00	$ 448,812.00	$ 9.50	$ 101,517.00	$ 10.50	$ 112,203.00	$ 10.00	$ 106,860.00
7	110-7001	EXCAV (ROADWAY)	159,322	CY	$ 20.00	$ 3,186,440.00	$ 14.00	$ 2,230,508.00	$ 16.00	$ 2,549,152.00	$ 17.00	$ 2,708,474.00	$ 15.50	$ 2,469,491.00	$ 27.00	$ 4,301,694.00
8	132-7003	EMBANK (FNL)(OC)(TY B)	71,889	CY	$ 20.00	$ 1,437,780.00	$ 7.50	$ 539,167.50	$ 8.00	$ 575,112.00	$ 5.50	$ 395,389.50	$ 9.50	$ 682,945.50	$ 16.00	$ 1,150,224.00
9	132-7005	EMBANK (FNL)(OC)(TY C)	7585	CY	$ 27.00	$ 204,795.00	$ 7.50	$ 56,887.50	$ 16.00	$ 121,360.00	$ 16.45	$ 124,773.25	$ 15.00	$ 113,775.00	$ 5.00	$ 37,925.00
10	160-7002	FURN & PLACE TOPSOIL (4")	163344	SY	$ 3.70	$ 604,372.80	$ 3.00	$ 490,032.00	$ 2.00	$ 326,688.00	$ 1.70	$ 277,684.80	$ 2.05	$ 334,855.20	$ 2.00	$ 326,688.00
11	161-7006	EROSION CONTROL COMPOST (4")	40845	SY	$ 3.50	$ 142,957.50	$ 3.75	$ 153,168.75	$ 10.50	$ 428,872.50	$ 3.80	$ 155,211.00	$ 3.06	$ 124,985.70	$ 3.65	$ 149,084.25
12	162-7004	MULCH SODDING	40,845	SY	$ 4.00	$ 163,380.00	$ 4.50	$ 183,802.50	$ 8.25	$ 336,971.25	$ 4.40	$ 179,718.00	$ 1.96	$ 80,056.20	$ 4.23	$ 172,774.35
13	164-7004	BROADCAST SEED (PERM_URBAN_CLAY)	173,954	SY	$ 1.10	$ 191,349.40	$ 0.20	$ 34,790.80	$ 0.25	$ 43,488.50	$ 0.16	$ 27,832.64	$ 0.22	$ 38,269.88	$ 0.15	$ 26,093.10
14	164-7005	BROADCAST SEED (TEMP_WARM)	86,980	SY	$ 0.40	$ 34,792.00	$ 0.15	$ 13,047.00	$ 0.25	$ 21,745.00	$ 0.14	$ 12,177.20	$ 0.22	$ 19,135.60	$ 0.13	$ 11,307.40
15	164-7006	BROADCAST SEED (TEMP_COOL)	86980	SY	$ 0.40	$ 34,792.00	$ 0.15	$ 13,047.00	$ 0.25	$ 21,745.00	$ 0.14	$ 12,177.20	$ 0.22	$ 19,135.60	$ 0.13	$ 11,307.40
16	166-7002	FERTILIZER	10.3	TON	$ 1,500.00	$ 15,450.00	$ 1,250.00	$ 12,875.00	$ 2,500.00	$ 25,750.00	$ 1,290.00	$ 13,287.00	$ 1,800.00	$ 18,540.00	$ 1,189.25	$ 12,249.28
17	168-7001	VEGETATIVE WATERING	4794.2	TGL	$ 20.00	$ 95,884.00	$ 25.00	$ 119,855.00	$ 5.00	$ 23,971.00	$ 40.10	$ 192,247.42	$ 1.00	$ 4,794.20	$ 25.00	$ 119,855.00
18	169-7002	SOIL RETENTION BLANKETS (SL MOD CLAY LONG)	152,734	SY	$ 0.75	$ 114,550.50	$ 0.75	$ 114,550.50	$ 2.00	$ 305,468.00	$ 0.75	$ 114,550.50	$ 1.15	$ 175,644.10	$ 0.69	$ 105,386.46
19	216-7001	PROOF ROLLING	80	HR	$ 100.00	$ 8,000.00	$ 125.00	$ 10,000.00	$ 1,000.00	$ 80,000.00	$ 123.00	$ 9,840.00	$ 105.00	$ 8,400.00	$ 100.00	$ 8,000.00
20	247-7178	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	35909	CY	$ 70.00	$ 2,513,630.00	$ 60.00	$ 2,154,540.00	$ 70.00	$ 2,513,630.00	$ 50.40	$ 1,809,813.60	$ 50.30	$ 1,806,222.70	$ 75.00	$ 2,693,175.00
21	250-7002	GEOGRID BASE REINFORCEMENT (TYPE 2)	106,787	SY	$ 1.35	$ 144,162.45	$ 2.00	$ 213,574.00	$ 2.50	$ 266,967.50	$ 1.37	$ 146,298.19	$ 1.50	$ 160,180.50	$ 2.00	$ 213,574.00
22	260-7003	LIME (QUICKLIME (SLURRY))	4,266	TON	$ 440.00	$ 1,877,040.00	$ 305.00	$ 1,301,130.00	$ 350.00	$ 1,493,100.00	$ 308.00	$ 1,313,928.00	$ 200.00	$ 853,200.00	$ 330.00	$ 1,407,780.00
23	260-7009	LIME TRT (EXIST MATL)(12")	106,787	SY	$ 5.50	$ 587,328.50	$ 6.00	$ 640,722.00	$ 6.00	$ 640,722.00	$ 6.00	$ 640,722.00	$ 4.10	$ 437,826.70	$ 5.00	$ 533,935.00
24	310-7015	PRIME COAT (MULTI OPTION)	19,646	GAL	$ 5.00	$ 98,230.00	$ 3.75	$ 73,672.50	$ 4.00	$ 78,584.00	$ 3.85	$ 75,637.10	$ 3.70	$ 72,690.20	$ 3.65	$ 71,707.90
25	341-7001	D-GR HMA TY-B PG64-22	19,955	TON	$ 120.00	$ 2,394,600.00	$ 80.00	$ 1,596,400.00	$ 91.00	$ 1,815,905.00	$ 79.60	$ 1,588,418.00	$ 78.50	$ 1,566,467.50	$ 75.30	$ 1,502,611.50
26	341-7065	D-GR HMA TY-D PG76-22 (EXEMPT)	11,057	TON	$ 150.00	$ 1,658,550.00	$ 95.00	$ 1,050,415.00	$ 112.00	$ 1,238,384.00	$ 95.10	$ 1,051,520.70	$ 94.00	$ 1,039,358.00	$ 90.00	$ 995,130.00
27	347-7002	TOM-C PG76-22 SAC-B	5,379	TON	$ 140.00	$ 753,060.00	$ 120.00	$ 645,480.00	$ 141.00	$ 758,439.00	$ 123.00	$ 661,617.00	$ 120.00	$ 645,480.00	$ 116.65	$ 627,460.35
28	354-7038	PLANE ASPH CONC PAV (0" TO 12")	790	SY	$ 10.00	$ 7,900.00	$ 10.00	$ 7,900.00	$ 9.00	$ 7,110.00	$ 9.45	$ 7,465.50	$ 12.00	$ 9,480.00	$ 8.95	$ 7,070.50
29	354-7052	PLANE ASPH CONC PAV(3")	1,967	SY	$ 3.00	$ 5,901.00	$ 5.00	$ 9,835.00	$ 4.00	$ 7,868.00	$ 4.75	$ 9,343.25	$ 6.00	$ 11,802.00	$ 4.50	$ 8,851.50
30	360-7009	CONC PVMT (CRCP)(15")	31	SY	$ 125.00	$ 3,875.00	$ 230.00	$ 7,130.00	$ 230.00	$ 7,130.00	$ 590.00	$ 18,290.00	$ 340.00	$ 10,540.00	$ 500.00	$ 15,500.00
31	360-7045	CONC PVMT (TRANSITION SLAB)(12.5")	11	SY	$ 150.00	$ 1,650.00	$ 215.00	$ 2,365.00	$ 420.00	$ 4,620.00	$ 1,100.00	$ 12,100.00	$ 300.00	$ 3,300.00	$ 750.00	$ 8,250.00
32	400-7006	CUT & RESTORING PAV	1,036	SY	$ 200.00	$ 207,200.00	$ 310.00	$ 321,160.00	$ 145.00	$ 150,220.00	$ 240.00	$ 248,640.00	$ 135.00	$ 139,860.00	$ 75.00	$ 77,700.00
33	401-7001	FLOWABLE BACKFILL	6	CY	$ 450.00	$ 2,700.00	$ 400.00	$ 2,400.00	$ 300.00	$ 1,800.00	$ 410.00	$ 2,460.00	$ 170.00	$ 1,020.00	$ 750.00	$ 4,500.00
34	402-7001	TRENCH EXCAVATION PROTECTION	862	LF	$ 15.00	$ 12,930.00	$ 5.00	$ 4,310.00	$ 5.00	$ 4,310.00	$ 10.40	$ 8,964.80	$ 6.00	$ 5,172.00	$ 5.00	$ 4,310.00
35	403-7001	TEMPORARY SPL SHORING	2,000	SF	$ 37.00	$ 74,000.00	$ 40.00	$ 80,000.00	$ 80.00	$ 160,000.00	$ 39.30	$ 78,600.00	$ 30.00	$ 60,000.00	$ 30.00	$ 60,000.00
36	410-7001	SOIL NAIL ANCHORS	6,514	LF	$ 30.00	$ 195,420.00	$ 65.00	$ 423,410.00	$ 65.00	$ 423,410.00	$ 60.40	$ 393,445.60	$ 59.00	$ 384,326.00	$ 60.00	$ 390,840.00
37	416-7044	DRILL SHAFT (TRF SIG POLE)(36 IN)	28.0	LF	$ 450.00	$ 12,600.00	$ 500.00	$ 14,000.00	$ 525.00	$ 14,700.00	$ 520.00	$ 14,560.00	$ 500.00	$ 14,000.00	$ 530.00	$ 14,840.00
38	416-7046	DRILL SHAFT (TRF SIG POLE)(48 IN)	66.0	LF	$ 700.00	$ 46,200.00	$ 550.00	$ 36,300.00	$ 575.00	$ 37,950.00	$ 570.00	$ 37,620.00	$ 550.00	$ 36,300.00	$ 700.00	$ 46,200.00
39	420-7147	CL S CONC (CULV)	5.0	CY	$ 1,050.00	$ 5,250.00	$ 3,000.00	$ 15,000.00	$ 550.00	$ 2,750.00	$ 2,200.00	$ 11,000.00	$ 3,300.00	$ 16,500.00	$ 3,100.00	$ 15,500.00
40	423-7023	RETAINING WALL (SOIL NAIL)(FACIA)	14,854	SF	$ 67.00	$ 995,218.00	$ 79.00	$ 1,173,466.00	$ 82.00	$ 1,218,028.00	$ 87.00	$ 1,292,298.00	$ 81.40	$ 1,209,115.60	$ 105.00	$ 1,559,670.00
41	432-7001	RIPRAP (CONC) (4 IN)	132	CY	$ 680.00	$ 89,760.00	$ 950.00	$ 125,400.00	$ 515.00	$ 67,980.00	$ 830.00	$ 109,560.00	$ 750.00	$ 99,000.00	$ 850.00	$ 112,200.00
42	432-7002	RIPRAP (CONC) (5 IN)	48	CY	$ 720.00	$ 34,560.00	$ 900.00	$ 43,200.00	$ 625.00	$ 30,000.00	$ 830.00	$ 39,840.00	$ 780.00	$ 37,440.00	$ 850.00	$ 40,800.00
43	432-7012	RIPRAP (CONC) (FLUME)	191	CY	$ 800.00	$ 152,800.00	$ 960.00	$ 183,360.00	$ 460.00	$ 87,860.00	$ 1,050.00	$ 200,550.00	$ 850.00	$ 162,350.00	$ 750.00	$ 143,250.00
44	432-7013	RIPRAP (MOW STRIP)(4 IN)	81	CY	$ 675.00	$ 54,675.00	$ 900.00	$ 72,900.00	$ 725.00	$ 58,725.00	$ 1,210.00	$ 98,010.00	$ 660.00	$ 53,460.00	$ 850.00	$ 68,850.00
45	432-7041	RIPRAP (STONE PROTECTION)(12 IN)	218	CY	$ 225.00	$ 49,050.00	$ 200.00	$ 43,600.00	$ 115.00	$ 25,070.00	$ 207.00	$ 45,126.00	$ 200.00	$ 43,600.00	$ 175.00	$ 38,150.00
46	432-7042	RIPRAP (STONE PROTECTION)(15 IN)	206	CY	$ 200.00	$ 41,200.00	$ 220.00	$ 45,320.00	$ 130.00	$ 26,780.00	$ 216.00	$ 44,496.00	$ 225.00	$ 46,350.00	$ 175.00	$ 36,050.00
47	432-7043	RIPRAP (STONE PROTECTION)(18 IN)	187	CY	$ 200.00	$ 37,400.00	$ 225.00	$ 42,075.00	$ 135.00	$ 25,245.00	$ 196.00	$ 36,652.00	$ 195.00	$ 36,465.00	$ 200.00	$ 37,400.00
48	432-7047	RIPRAP (STONE PROTECTION)(30 IN)	143	CY	$ 150.00	$ 21,450.00	$ 235.00	$ 33,605.00	$ 145.00	$ 20,735.00	$ 232.00	$ 33,176.00	$ 195.00	$ 27,885.00	$ 200.00	$ 28,600.00
49	450-7032	RAIL (TY C221)	390.0	LF	$ 180.00	$ 70,200.00	$ 265.00	$ 103,350.00	$ 140.00	$ 54,600.00	$ 219.00	$ 85,410.00	$ 235.00	$ 91,650.00	$ 350.00	$ 136,500.00
50	450-7063	RAIL (HANDRAIL)(TY F)	1,277.0	LF	$ 180.00	$ 229,860.00	$ 190.00	$ 242,630.00	$ 170.00	$ 217,090.00	$ 160.00	$ 204,320.00	$ 145.00	$ 185,165.00	$ 225.00	$ 287,325.00
51	462-7006	CONC BOX CULV (5 FT X 2 FT)	756	LF	$ 560.00	$ 423,360.00	$ 465.00	$ 351,540.00	$ 545.00	$ 412,020.00	$ 450.00	$ 340,200.00	$ 430.00	$ 325,080.00	$ 650.00	$ 491,400.00
52	462-7010	CONC BOX CULV (6 FT X 2 FT)	340	LF	$ 730.00	$ 248,200.00	$ 575.00	$ 195,500.00	$ 610.00	$ 207,400.00	$ 610.00	$ 207,400.00	$ 465.00	$ 158,100.00	$ 850.00	$ 289,000.00
53	462-7011	CONC BOX CULV (6 FT X 3 FT)	231	LF	$ 780.00	$ 180,180.00	$ 675.00	$ 155,925.00	$ 690.00	$ 159,390.00	$ 640.00	$ 147,840.00	$ 590.00	$ 136,290.00	$ 1,150.00	$ 265,650.00
54	462-7015	CONC BOX CULV (7 FT X 3 FT)	224	LF	$ 900.00	$ 201,600.00	$ 765.00	$ 171,360.00	$ 815.00	$ 182,560.00	$ 820.00	$ 183,680.00	$ 690.00	$ 154,560.00	$ 1,250.00	$ 280,000.00
55	462-7016	CONC BOX CULV (7 FT X 4 FT)	752	LF	$ 1,000.00	$ 752,000.00	$ 770.00	$ 579,040.00	$ 680.00	$ 511,360.00	$ 750.00	$ 564,000.00	$ 760.00	$ 571,520.00	$ 1,200.00	$ 902,400.00
56	462-7020	CONC BOX CULV (8 FT X 3 FT)	186	LF	$ 925.00	$ 172,050.00	$ 800.00	$ 148,800.00	$ 880.00	$ 163,680.00	$ 880.00	$ 163,680.00	$ 770.00	$ 143,220.00	$ 1,350.00	$ 251,100.00
57	462-7021	CONC BOX CULV (8 FT X 4 FT)	188	LF	$ 950.00	$ 178,600.00	$ 855.00	$ 160,740.00	$ 815.00	$ 153,220.00	$ 970.00	$ 182,360.00	$ 865.00	$ 162,620.00	$ 1,400.00	$ 263,200.00
58	462-7026	CONC BOX CULV (9 FT X 4 FT)	924	LF	$ 1,150.00	$ 1,062,600.00	$ 1,032.00	$ 953,568.00	$ 870.00	$ 803,880.00	$ 1,056.00	$ 975,744.00	$ 865.00	$ 799,260.00	$ 685.00	$ 632,940.00
59	464-7003	RC PIPE (CL III)(18 IN)	319	LF	$ 95.00	$ 30,305.00	$ 68.00	$ 21,692.00	$ 120.00	$ 38,280.00	$ 85.00	$ 27,115.00	$ 255.00	$ 81,345.00	$ 150.00	$ 47,850.00
60	464-7005	RC PIPE (CL III)(24 IN)	2,205	LF	$ 120.00	$ 264,600.00	$ 85.00	$ 187,425.00	$ 145.00	$ 319,725.00	$ 109.00	$ 240,345.00	$ 140.00	$ 308,700.00	$ 200.00	$ 441,000.00
61	464-7007	RC PIPE (CL III)(30 IN)	160	LF	$ 150.00	$ 24,000.00	$ 105.00	$ 16,800.00	$ 185.00	$ 29,600.00	$ 142.00	$ 22,720.00	$ 170.00	$ 27,200.00	$ 225.00	$ 36,000.00
62	464-7021	RC PIPE (CL IV)(24 IN)	382	LF	$ 125.00	$ 47,750.00	$ 110.00	$ 42,020.00	$ 165.00	$ 63,030.00	$ 151.00	$ 57,682.00	$ 190.00	$ 72,580.00	$ 250.00	$ 95,500.00
63	464-7032	RC PIPE (CL V)(18 IN)	80	LF	$ 130.00	$ 10,400.00	$ 85.00	$ 6,800.00	$ 145.00	$ 11,600.00	$ 109.00	$ 8,720.00	$ 190.00	$ 15,200.00	$ 275.00	$ 22,000.00
64	464-7034	RC PIPE (CL V)(24 IN)	150	LF	$ 170.00	$ 25,500.00	$ 110.00	$ 16,500.00	$ 175.00	$ 26,250.00	$ 133.00	$ 19,950.00	$ 165.00	$ 24,750.00	$ 300.00	$ 45,000.00
65	464-7036	RC PIPE (CL V)(30 IN)	218	LF	$ 220.00	$ 47,960.00	$ 160.00	$ 34,880.00	$ 245.00	$ 53,410.00	$ 203.00	$ 44,254.00	$ 180.00	$ 39,240.00	$ 400.00	$ 87,200.00
66	465-7012	JCTBOX (COMPL)(PJB)(8FTX8FT)	1	EA	$ 19,500.00	$ 19,500.00	$ 23,500.00	$ 23,500.00	$ 22,500.00	$ 22,500.00	$ 21,500.00	$ 21,500.00	$ 12,000.00	$ 12,000.00	$ 35,850.00	$ 35,850.00
67	465-7039	INLET (COMPL)(PCU)(5FT)(RIGHT)	9	EA	$ 11,000.00	$ 99,000.00	$ 9,500.00	$ 85,500.00	$ 10,500.00	$ 94,500.00	$ 10,100.00	$ 90,900.00	$ 11,000.00	$ 99,000.00	$ 23,500.00	$ 211,500.00
68	465-7069	INLET (COMPL)(PSL)(RH)(8FTX8FT)	1	EA	$ 19,500.00	$ 19,500.00	$ 25,000.00	$ 25,000.00	$ 22,325.00	$ 22,325.00	$ 22,900.00	$ 22,900.00	$ 11,000.00	$ 11,000.00	$ 35,825.00	$ 35,825.00
69	465-7128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	1	EA	$ 8,200.00	$ 8,200.00	$ 12,400.00	$ 12,400.00	$ 8,000.00	$ 8,000.00	$ 8,900.00	$ 8,900.00	$ 7,600.00	$ 7,600.00	$ 18,500.00	$ 18,500.00
70	466-7175	WINGWALL (PW - 1) (HW=5 FT)	1	EA	$ 19,000.00	$ 19,000.00	$ 32,000.00	$ 32,000.00	$ 39,000.00	$ 39,000.00	$ 26,500.00	$ 26,500.00	$ 40,000.00	$ 40,000.00	$ 82,815.00	$ 82,815.00
71	466-7176	WINGWALL (PW - 1) (HW=6 FT)	3	EA	$ 25,000.00	$ 75,000.00	$ 36,000.00	$ 108,000.00	$ 37,500.00	$ 112,500.00	$ 26,300.00	$ 78,900.00	$ 39,000.00	$ 117,000.00	$ 68,725.00	$ 206,175.00
72	466-7179	WINGWALL (PW - 1) (HW=9 FT)	2	EA	$ 58,000.00	$ 116,000.00	$ 72,000.00	$ 144,000.00	$ 98,750.00	$ 197,500.00	$ 62,000.00	$ 124,000.00	$ 64,000.00	$ 128,000.00	$ 56,150.00	$ 112,300.00
73	466-7180	WINGWALL (PW - 1) (HW=10 FT)	1	EA	$ 70,000.00	$ 70,000.00	$ 78,000.00	$ 78,000.00	$ 105,000.00	$ 105,000.00	$ 68,000.00	$ 68,000.00	$ 86,000.00	$ 86,000.00	$ 93,355.00	$ 93,355.00
74	467-7098	SET (TY I)(S= 5 FT)(HW= 3 FT)(6:1) (P)	1	EA	$ 10,000.00	$ 10,000.00	$ 11,500.00	$ 11,500.00	$ 20,150.00	$ 20,150.00	$ 9,800.00	$ 9,800.00	$ 27,000.00	$ 27,000.00	$ 18,500.00	$ 18,500.00
75	467-7101	SET (TY I)(S= 5 FT)(HW= 4 FT)(6:1) (C)	1	EA	$ 12,000.00	$ 12,000.00	$ 28,600.00	$ 28,600.00	$ 28,325.00	$ 28,325.00	$ 23,600.00	$ 23,600.00	$ 32,000.00	$ 32,000.00	$ 85,825.00	$ 85,825.00
76	467-7107	SET (TY I)(S= 5 FT)(HW= 6 FT)(3:1) (C)	1	EA	$ 12,000.00	$ 12,000.00	$ 21,500.00	$ 21,500.00	$ 21,650.00	$ 21,650.00	$ 20,300.00	$ 20,300.00	$ 28,500.00	$ 28,500.00	$ 70,950.00	$ 70,950.00
77	467-7108	SET (TY I)(S= 5 FT)(HW= 6 FT)(4:1) (C)	1	EA	$ 12,000.00	$ 12,000.00	$ 29,000.00	$ 29,000.00	$ 25,625.00	$ 25,625.00	$ 24,100.00	$ 24,100.00	$ 35,000.00	$ 35,000.00	$ 52,850.00	$ 52,850.00
78	467-7125	SET (TY I)(S= 6 FT)(HW= 3 FT)(4:1) (C)	1	EA	$ 11,000.00	$ 11,000.00	$ 16,000.00	$ 16,000.00	$ 17,150.00	$ 17,150.00	$ 16,100.00	$ 16,100.00	$ 35,000.00	$ 35,000.00	$ 59,650.00	$ 59,650.00
79	467-7129	SET (TY I)(S= 6 FT)(HW= 4 FT)(4:1) (C)	1	EA	$ 11,500.00	$ 11,500.00	$ 19,000.00	$ 19,000.00	$ 26,000.00	$ 26,000.00	$ 15,500.00	$ 15,500.00	$ 25,000.00	$ 25,000.00	$ 43,500.00	$ 43,500.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors, LTD., LLP.		Joe Bland Construction, LLC		Capital Excavation Co.		Jordan Foster Construction LLC		Harper Brothers Construction, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
80	467-7130	SET (TY I)(S= 6 FT)(HW= 4 FT)(6:1) (C)	1	EA	$ 12,000.00	$ 12,000.00	$ 39,000.00	$ 39,000.00	$ 36,000.00	$ 36,000.00	$ 31,400.00	$ 31,400.00	$ 44,000.00	$ 44,000.00	$ 53,750.00	$ 53,750.00
81	467-7133	SET (TY I)(S= 6 FT)(HW= 5 FT)(4:1) (C)	2	EA	$ 13,500.00	$ 27,000.00	$ 25,500.00	$ 51,000.00	$ 18,456.00	$ 36,912.00	$ 24,600.00	$ 49,200.00	$ 34,000.00	$ 68,000.00	$ 50,000.00	$ 100,000.00
82	467-7157	SET (TY I)(S= 7 FT)(HW= 5 FT)(3:1) (C)	1	EA	$ 15,000.00	$ 15,000.00	$ 26,000.00	$ 26,000.00	$ 20,350.00	$ 20,350.00	$ 19,100.00	$ 19,100.00	$ 33,000.00	$ 33,000.00	$ 60,000.00	$ 60,000.00
83	467-7162	SET (TY I)(S= 7 FT)(HW= 6 FT)(4:1)(C)	1	EA	$ 15,500.00	$ 15,500.00	$ 56,000.00	$ 56,000.00	$ 47,950.00	$ 47,950.00	$ 45,100.00	$ 45,100.00	$ 63,000.00	$ 63,000.00	$ 79,850.00	$ 79,850.00
84	467-7179	SET (TY I)(S= 8 FT)(HW= 4 FT)(3:1) (C)	2	EA	$ 17,000.00	$ 34,000.00	$ 28,000.00	$ 56,000.00	$ 18,150.00	$ 36,300.00	$ 17,000.00	$ 34,000.00	$ 32,000.00	$ 64,000.00	$ 47,225.00	$ 94,450.00
85	467-7183	SET (TY I)(S= 8 FT)(HW= 5 FT)(3:1) (C)	1	EA	$ 17,500.00	$ 17,500.00	$ 34,000.00	$ 34,000.00	$ 23,350.00	$ 23,350.00	$ 21,900.00	$ 21,900.00	$ 56,000.00	$ 56,000.00	$ 53,125.00	$ 53,125.00
86	467-7209	SET (TY I)(S= 9 FT)(HW= 9 FT)(6:1) (P)	1	EA	$ 22,000.00	$ 22,000.00	$ 55,000.00	$ 55,000.00	$ 36,750.00	$ 36,750.00	$ 38,300.00	$ 38,300.00	$ 63,000.00	$ 63,000.00	$ 125,000.00	$ 125,000.00
87	467-7308	SET (TY II) (18 IN) (RCP) (6: 1) (P)	10	EA	$ 1,500.00	$ 15,000.00	$ 2,500.00	$ 25,000.00	$ 2,000.00	$ 20,000.00	$ 3,150.00	$ 31,500.00	$ 2,500.00	$ 25,000.00	$ 2,550.00	$ 25,500.00
88	467-7328	SET (TY II) (24 IN) (RCP) (6: 1) (P)	33	EA	$ 2,200.00	$ 72,600.00	$ 3,100.00	$ 102,300.00	$ 2,250.00	$ 74,250.00	$ 2,950.00	$ 97,350.00	$ 2,700.00	$ 89,100.00	$ 2,950.00	$ 97,350.00
89	467-7348	SET (TY II) (30 IN) (RCP) (6: 1) (P)	4	EA	$ 3,000.00	$ 12,000.00	$ 6,500.00	$ 26,000.00	$ 6,500.00	$ 26,000.00	$ 6,100.00	$ 24,400.00	$ 6,200.00	$ 24,800.00	$ 3,800.00	$ 15,200.00
90	496-7004	REMOV STR (SET)	4	EA	$ 600.00	$ 2,400.00	$ 1,500.00	$ 6,000.00	$ 750.00	$ 3,000.00	$ 1,090.00	$ 4,360.00	$ 590.00	$ 2,360.00	$ 1,575.00	$ 6,300.00
91	496-7006	REMOV STR (HEADWALL)	8	EA	$ 1,500.00	$ 12,000.00	$ 1,500.00	$ 12,000.00	$ 1,085.00	$ 8,680.00	$ 1,710.00	$ 13,680.00	$ 3,600.00	$ 28,800.00	$ 6,250.00	$ 50,000.00
92	496-7007	REMOV STR (PIPE)	291	LF	$ 30.00	$ 8,730.00	$ 30.00	$ 8,730.00	$ 65.00	$ 18,915.00	$ 30.10	$ 8,759.10	$ 18.00	$ 5,238.00	$ 75.00	$ 21,825.00
93	496-7033	REMOV STR (BUILDING)	1	EA	$ 30,000.00	$ 30,000.00	$ 25,000.00	$ 25,000.00	$ 35,000.00	$ 35,000.00	$ 21,900.00	$ 21,900.00	$ 40,000.00	$ 40,000.00	$ 15,000.00	$ 15,000.00
94	496-7038	REMOV STR (DRIVEWAY CULVERT)	13	EA	$ 550.00	$ 7,150.00	$ 1,000.00	$ 13,000.00	$ 1,750.00	$ 22,750.00	$ 1,050.00	$ 13,650.00	$ 1,350.00	$ 17,550.00	$ 2,775.00	$ 36,075.00
95	500-7001	MOBILIZATION	1	LS	$ 3,300,000.00	$ 3,300,000.00	$ 1,974,287.00	$ 1,974,287.00	$ 750,000.00	$ 750,000.00	$ 2,500,000.00	$ 2,500,000.00	$ 2,700,000.00	$ 2,700,000.00	$ 1,700,000.00	$ 1,700,000.00
96	502-7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	31	MO	$ 10,000.00	$ 310,000.00	$ 7,500.00	$ 232,500.00	$ 15,575.00	$ 482,825.00	$ 6,300.00	$ 195,300.00	$ 9,000.00	$ 279,000.00	$ 25,000.00	$ 775,000.00
97	503-7002	PORTABLE CHANGEABLE MESSAGE SIGN	4	EA	$ 10,500.00	$ 42,000.00	$ 25,000.00	$ 100,000.00	$ 13,500.00	$ 54,000.00	$ 12,200.00	$ 48,800.00	$ 21,000.00	$ 84,000.00	$ 25,000.00	$ 100,000.00
98	505-7001	TMA (STATIONARY)	35	DAY	$ 250.00	$ 8,750.00	$ 400.00	$ 14,000.00	$ 455.00	$ 15,925.00	$ 330.00	$ 11,550.00	$ 650.00	$ 22,750.00	$ 675.00	$ 23,625.00
99	505-7003	TMA (MOBILE OPERATION)	30	DAY	$ 275.00	$ 8,250.00	$ 370.00	$ 11,100.00	$ 605.00	$ 18,150.00	$ 1,090.00	$ 32,700.00	$ 560.00	$ 16,800.00	$ 1,000.00	$ 30,000.00
100	506-7002	ROCK FILTER DAMS (INSTALL) (TY 2)	1,951	LF	$ 46.00	$ 89,746.00	$ 50.00	$ 97,550.00	$ 40.00	$ 78,040.00	$ 48.30	$ 94,233.30	$ 36.00	$ 70,236.00	$ 44.51	$ 86,839.01
101	506-7011	ROCK FILTER DAMS (REMOVE)	1,951	LF	$ 12.00	$ 23,412.00	$ 14.00	$ 27,314.00	$ 15.00	$ 29,265.00	$ 14.25	$ 27,801.75	$ 13.50	$ 26,338.50	$ 13.14	$ 25,636.14
102	506-7039	TEMP SEDMT CONT FENCE (INSTALL)	19,474	LF	$ 4.50	$ 87,633.00	$ 4.00	$ 77,896.00	$ 4.00	$ 77,896.00	$ 3.90	$ 75,948.60	$ 3.30	$ 64,264.20	$ 3.58	$ 69,716.92
103	506-7041	TEMP SEDMT CONT FENCE (REMOVE)	19,474	LF	$ 1.20	$ 23,368.80	$ 1.00	$ 19,474.00	$ 1.00	$ 19,474.00	$ 0.95	$ 18,500.30	$ 0.95	$ 18,500.30	$ 0.88	$ 17,137.12
104	508-7001	CONSTRUCTING DETOURS	9,190	SY	$ 105.00	$ 964,950.00	$ 100.00	$ 919,000.00	$ 75.00	$ 689,250.00	$ 112.00	$ 1,029,280.00	$ 75.00	$ 689,250.00	$ 70.00	$ 643,300.00
105	512-7001	PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)	3,000	LF	$ 80.00	$ 240,000.00	$ 70.00	$ 210,000.00	$ 90.00	$ 270,000.00	$ 95.50	$ 286,500.00	$ 27.00	$ 81,000.00	$ 10.00	$ 30,000.00
106	512-7009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	4,880	LF	$ 60.00	$ 292,800.00	$ 40.00	$ 195,200.00	$ 88.00	$ 429,440.00	$ 68.30	$ 333,304.00	$ 45.00	$ 219,600.00	$ 10.00	$ 48,800.00
107	512-7010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	320	LF	$ 80.00	$ 25,600.00	$ 50.00	$ 16,000.00	$ 75.00	$ 24,000.00	$ 14.05	$ 4,496.00	$ 110.00	$ 35,200.00	$ 10.00	$ 3,200.00
108	512-7025	PORT CTB (MOVE)(SGL SLP)(TY 1)	3,000	LF	$ 14.00	$ 42,000.00	$ 50.00	$ 150,000.00	$ 20.00	$ 60,000.00	$ 10.05	$ 30,150.00	$ 13.00	$ 39,000.00	$ 5.00	$ 15,000.00
109	512-7033	PORT CTB (MOVE)(LOW PROF)(TY 1)	9,600	LF	$ 15.00	$ 144,000.00	$ 28.00	$ 268,800.00	$ 16.00	$ 153,600.00	$ 10.05	$ 96,480.00	$ 15.00	$ 144,000.00	$ 5.00	$ 48,000.00
110	512-7034	PORT CTB (MOVE)(LOW PROF)(TY 2)	1,000	LF	$ 15.00	$ 15,000.00	$ 34.00	$ 34,000.00	$ 38.00	$ 38,000.00	$ 10.05	$ 10,050.00	$ 35.00	$ 35,000.00	$ 5.00	$ 5,000.00
111	512-7049	PORT CTB (REMOVE)(SGL SLP)(TY 1)	3000	LF	$ 18.00	$ 54,000.00	$ 28.00	$ 84,000.00	$ 24.00	$ 72,000.00	$ 23.65	$ 70,950.00	$ 18.00	$ 54,000.00	$ 7.50	$ 22,500.00
112	512-7057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	4880	LF	$ 20.00	$ 97,600.00	$ 28.00	$ 136,640.00	$ 26.00	$ 126,880.00	$ 14.05	$ 68,564.00	$ 15.00	$ 73,200.00	$ 7.50	$ 36,600.00
113	512-7058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	320	LF	$ 30.00	$ 9,600.00	$ 32.00	$ 10,240.00	$ 30.00	$ 9,600.00	$ 14.05	$ 4,496.00	$ 45.00	$ 14,400.00	$ 7.50	$ 2,400.00
114	529-7007	CONC CURB (MONO) (TY II)	98	LF	$ 30.00	$ 2,940.00	$ 32.00	$ 3,136.00	$ 60.00	$ 5,880.00	$ 51.20	$ 5,017.60	$ 35.00	$ 3,430.00	$ 45.00	$ 4,410.00
115	529-7009	CONC CURB & GUTTER (TY II)	14,935	LF	$ 50.00	$ 746,750.00	$ 30.00	$ 448,050.00	$ 20.00	$ 298,700.00	$ 26.10	$ 389,803.50	$ 23.00	$ 343,505.00	$ 45.00	$ 672,075.00
116	529-7028	CONC CURB (RIBBON)	213	LF	$ 65.00	$ 13,845.00	$ 40.00	$ 8,520.00	$ 22.00	$ 4,686.00	$ 51.60	$ 10,990.80	$ 30.00	$ 6,390.00	$ 45.00	$ 9,585.00
117	530-7002	INTERSECTIONS (ACP)	15250	SY	$ 50.00	$ 762,500.00	$ 60.00	$ 915,000.00	$ 42.00	$ 640,500.00	$ 61.70	$ 940,925.00	$ 58.00	$ 884,500.00	$ 39.35	$ 600,087.50
118	530-7006	DRIVEWAYS (CONC)	831	SY	$ 120.00	$ 99,720.00	$ 130.00	$ 108,030.00	$ 185.00	$ 153,735.00	$ 135.00	$ 112,185.00	$ 105.00	$ 87,255.00	$ 110.00	$ 91,410.00
119	530-7010	DRIVEWAYS (ACP)	5,059	SY	$ 65.00	$ 328,835.00	$ 38.00	$ 192,242.00	$ 50.00	$ 252,950.00	$ 75.90	$ 383,978.10	$ 36.00	$ 182,124.00	$ 60.00	$ 303,540.00
120	531-7002	CONC SIDEWALKS (5")	17,863	SY	$ 90.00	$ 1,607,670.00	$ 87.00	$ 1,554,081.00	$ 54.00	$ 964,602.00	$ 68.30	$ 1,220,042.90	$ 72.00	$ 1,286,136.00	$ 95.00	$ 1,696,985.00
121	531-7006	CURB RAMPS (TY 2)	1	EA	$ 3,200.00	$ 3,200.00	$ 5,150.00	$ 5,150.00	$ 2,850.00	$ 2,850.00	$ 2,240.00	$ 2,240.00	$ 3,800.00	$ 3,800.00	$ 7,500.00	$ 7,500.00
122	531-7010	CURB RAMPS (TY 7)	13	EA	$ 3,000.00	$ 39,000.00	$ 4,000.00	$ 52,000.00	$ 3,580.00	$ 46,540.00	$ 2,660.00	$ 34,580.00	$ 3,900.00	$ 50,700.00	$ 5,200.00	$ 67,600.00
123	531-7013	CURB RAMPS (TY 21)	1	EA	$ 3,600.00	$ 3,600.00	$ 8,000.00	$ 8,000.00	$ 3,150.00	$ 3,150.00	$ 5,100.00	$ 5,100.00	$ 3,600.00	$ 3,600.00	$ 7,500.00	$ 7,500.00
124	540-7001	MTL W-BEAM GD FEN (TIM POST)	1,200	LF	$ 30.00	$ 36,000.00	$ 32.50	$ 39,000.00	$ 35.00	$ 42,000.00	$ 30.90	$ 37,080.00	$ 30.00	$ 36,000.00	$ 29.86	$ 35,832.00
125	540-7005	MTL BEAM GD FEN TRANS (THRIE-BEAM)	5	EA	$ 2,400.00	$ 12,000.00	$ 2,100.00	$ 10,500.00	$ 2,250.00	$ 11,250.00	$ 2,420.00	$ 12,100.00	$ 2,400.00	$ 12,000.00	$ 2,544.04	$ 12,720.20
126	542-7001	REMOVE METAL BEAM GUARD FENCE	2,263	LF	$ 3.50	$ 7,920.50	$ 6.00	$ 13,578.00	$ 5.00	$ 11,315.00	$ 4.05	$ 9,165.15	$ 3.95	$ 8,938.85	$ 3.89	$ 8,803.07
127	544-7001	GUARDRAIL END TREATMENT (INSTALL)	12	EA	$ 3,300.00	$ 39,600.00	$ 3,800.00	$ 45,600.00	$ 4,000.00	$ 48,000.00	$ 3,710.00	$ 44,520.00	$ 3,600.00	$ 43,200.00	$ 3,582.53	$ 42,990.36
128	545-7002	CRASH CUSH ATTEN (MOVE & RESET)	4	EA	$ 1,750.00	$ 7,000.00	$ 1,300.00	$ 5,200.00	$ 1,375.00	$ 5,500.00	$ 1,480.00	$ 5,920.00	$ 1,100.00	$ 4,400.00	$ 3,500.00	$ 14,000.00
129	545-7004	CRASH CUSH ATTEN (REMOVE)	4	EA	$ 1,000.00	$ 4,000.00	$ 525.00	$ 2,100.00	$ 550.00	$ 2,200.00	$ 590.00	$ 2,360.00	$ 525.00	$ 2,100.00	$ 2,000.00	$ 8,000.00
130	545-7014	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3)	5	EA	$ 9,500.00	$ 47,500.00	$ 9,500.00	$ 47,500.00	$ 9,950.00	$ 49,750.00	$ 10,700.00	$ 53,500.00	$ 8,900.00	$ 44,500.00	$ 12,500.00	$ 62,500.00
131	552-7001	WIRE FENCE (TY A)	1,255	LF	$ 30.00	$ 37,650.00	$ 31.50	$ 39,532.50	$ 42.00	$ 52,710.00	$ 26.85	$ 33,696.75	$ 26.00	$ 32,630.00	$ 25.96	$ 32,579.80
132	618-7030	CONDT (PVC)(SCH 40)(2")	1,620	LF	$ 16.00	$ 25,920.00	$ 20.50	$ 33,210.00	$ 22.00	$ 35,640.00	$ 21.55	$ 34,911.00	$ 21.00	$ 34,020.00	$ 9.00	$ 14,580.00
133	618-7031	CONDT (PVC)(SCH 40)(2")(BORE)	760	LF	$ 35.00	$ 26,600.00	$ 32.50	$ 24,700.00	$ 34.00	$ 25,840.00	$ 33.80	$ 25,688.00	$ 32.00	$ 24,320.00	$ 34.00	$ 25,840.00
134	618-7036	CONDT (PVC)(SCH 40)(3")	1,620	LF	$ 25.00	$ 40,500.00	$ 24.00	$ 38,880.00	$ 25.00	$ 40,500.00	$ 25.00	$ 40,500.00	$ 24.00	$ 38,880.00	$ 20.00	$ 32,400.00
135	618-7037	CONDT (PVC)(SCH 40)(3")(BORE)	760	LF	$ 44.00	$ 33,440.00	$ 37.00	$ 28,120.00	$ 38.00	$ 28,880.00	$ 38.20	$ 29,032.00	$ 37.00	$ 28,120.00	$ 36.00	$ 27,360.00
136	620-7007	ELEC CONDR (NO. 8) BARE	4,815	LF	$ 2.00	$ 9,630.00	$ 1.75	$ 8,426.25	$ 2.00	$ 9,630.00	$ 1.75	$ 8,426.25	$ 1.70	$ 8,185.50	$ 2.00	$ 9,630.00
137	620-7008	ELEC CONDR (NO. 8) INSULATED	3,270	LF	$ 2.25	$ 7,357.50	$ 2.00	$ 6,540.00	$ 2.00	$ 6,540.00	$ 1.90	$ 6,213.00	$ 1.85	$ 6,049.50	$ 2.00	$ 6,540.00
138	620-7010	ELEC CONDR (NO.6) INSULATED	30	LF	$ 2.60	$ 78.00	$ 3.00	$ 90.00	$ 2.50	$ 75.00	$ 2.20	$ 66.00	$ 2.10	$ 63.00	$ 2.60	$ 78.00
139	624-7008	GROUND BOX TY D (162922) W/APRON	8	EA	$ 1,700.00	$ 13,600.00	$ 2,250.00	$ 18,000.00	$ 2,375.00	$ 19,000.00	$ 2,350.00	$ 18,800.00	$ 2,200.00	$ 17,600.00	$ 2,000.00	$ 16,000.00
140	624-7013	REMOVE GROUND BOX	2	EA	$ 450.00	$ 900.00	$ 370.00	$ 740.00	$ 385.00	$ 770.00	$ 380.00	$ 760.00	$ 370.00	$ 740.00	$ 140.00	$ 280.00
141	628-7122	ELC SRV TY D 120/240 060(NS)AL(E)SP(U)	1	EA	$ 5,500.00	$ 5,500.00	$ 10,500.00	$ 10,500.00	$ 10,875.00	$ 10,875.00	$ 10,700.00	$ 10,700.00	$ 10,300.00	$ 10,300.00	$ 8,800.00	$ 8,800.00
142	636-7001	ALUMINUM SIGNS (TY A)	151	SF	$ 40.00	$ 6,040.00	$ 57.00	$ 8,607.00	$ 32.00	$ 4,832.00	$ 30.00	$ 4,530.00	$ 60.00	$ 9,060.00	$ 46.00	$ 6,946.00
143	644-7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	6	EA	$ 750.00	$ 4,500.00	$ 1,050.00	$ 6,300.00	$ 1,100.00	$ 6,600.00	$ 1,030.00	$ 6,180.00	$ 1,000.00	$ 6,000.00	$ 1,000.00	$ 6,000.00
144	644-7004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	12	EA	$ 870.00	$ 10,440.00	$ 1,150.00	$ 13,800.00	$ 1,200.00	$ 14,400.00	$ 1,160.00	$ 13,920.00	$ 1,200.00	$ 14,400.00	$ 1,100.00	$ 13,200.00
145	644-7028	IN SM RD SN SUP&AM TYS80(1)SA(T)	4	EA	$ 1,050.00	$ 4,200.00	$ 1,250.00	$ 5,000.00	$ 1,325.00	$ 5,300.00	$ 1,350.00	$ 5,400.00	$ 1,300.00	$ 5,200.00	$ 1,200.00	$ 4,800.00
146	644-7057	IN SM RD SN SUP&AM TYTWT(1)WS(P)	27	EA	$ 550.00	$ 14,850.00	$ 460.00	$ 12,420.00	$ 485.00	$ 13,095.00	$ 620.00	$ 16,740.00	$ 600.00	$ 16,200.00	$ 437.50	$ 11,812.50
147	644-7073	REMOVE SM RD SN SUP&AM	59	EA	$ 115.00	$ 6,785.00	$ 150.00	$ 8,850.00	$ 110.00	$ 6,490.00	$ 166.00	$ 9,794.00	$ 105.00	$ 6,195.00	$ 100.00	$ 5,900.00
148	658-7019	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)	3	EA	$ 40.00	$ 120.00	$ 26.00	$ 78.00	$ 50.00	$ 150.00	$ 37.80	$ 113.40	$ 37.00	$ 111.00	$ 45.00	$ 135.00
149	658-7055	INSTL OM ASSM (OM-2X)(WC) GND	11	EA	$ 50.00	$ 550.00	$ 75.00	$ 825.00	$ 135.00	$ 1,485.00	$ 135.00	$ 1,485.00	$ 132.00	$ 1,452.00	$ 125.00	$ 1,375.00
150	662-7005	WK ZN PAV MRK NON-REMOV (W)6"(BRK)	95	LF	$ 0.50	$ 47.50	$ 0.50	$ 47.50	$ 1.00	$ 95.00	$ 0.80	$ 76.00	$ 1.00	$ 95.00	$ 0.46	$ 43.70
151	662-7006	WK ZN PAV MRK NON-REMOV (W)6"(DOT)	76	LF	$ 1.00	$ 76.00	$ 1.25	$ 95.00	$ 1.00	$ 76.00	$ 0.80	$ 60.80	$ 0.80	$ 60.80	$ 1.00	$ 76.00
152	662-7008	WK ZN PAV MRK NON-REMOV (W)6"(SLD)	49,330	LF	$ 0.40	$ 19,732.00	$ 0.50	$ 24,665.00	$ 0.50	$ 24,665.00	$ 0.75	$ 36,997.50	$ 0.75	$ 36,997.50	$ 0.46	$ 22,691.80
153	662-7012	WK ZN PAV MRK NON-REMOV (W)8"(SLD)	200	LF	$ 0.60	$ 120.00	$ 0.50	$ 100.00	$ 1.00	$ 200.00	$ 1.00	$ 200.00	$ 1.00	$ 200.00	$ 0.46	$ 92.00
154	662-7017	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	116	LF	$ 4.20	$ 487.20	$ 10.50	$ 1,218.00	$ 13.25	$ 1,537.00	$ 16.20	$ 1,879.20	$ 16.00	$ 1,856.00	$ 10.00	$ 1,160.00
155	662-7018	WK ZN PAV MRK NON-REMOV (W)(ARROW)	3	EA	$ 100.00	$ 300.00	$ 105.00	$ 315.00	$ 220.00	$ 660.00	$ 200.00	$ 600.00	$ 195.00	$ 585.00	$ 100.00	$ 300.00
156	662-7030	WK ZN PAV MRK NON-REMOV (W)(WORD)	3	EA	$ 120.00	$ 360.00	$ 105.00	$ 315.00	$ 245.00	$ 735.00	$ 211.00	$ 633.00	$ 205.00	$ 615.00	$ 100.00	$ 300.00
157	662-7036	WK ZN PAV MRK NON-REMOV (Y)6"(BRK)	1,640	LF	$ 0.40	$ 656.00	$ 0.50	$ 820.00	$ 1.00	$ 1,640.00	$ 0.80	$ 1,312.00	$ 0.80	$ 1,312.00	$ 0.46	$ 754.40
158	662-7038	WK ZN PAV MRK NON-REMOV (Y)6"(SLD)	58,082	LF	$ 0.40	$ 23,232.80	$ 0.50	$ 29,041.00	$ 0.50	$ 29,041.00	$ 0.74	$ 42,980.68	$ 0.75	$ 43,561.50	$ 0.46	$ 26,717.72
159	662-7112	WK ZN PAV MRK SHT TERM (TAB)TY W	380	EA	$ 1.50	$ 570.00	$ 3.25	$ 1,235.00	$ 1.00	$ 380.00	$ 9.05	$ 3,439.00	$ 2.10	$ 798.00	$ 7.65	$ 2,907.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors, LTD., LLP.		Joe Bland Construction, LLC		Capital Excavation Co.		Jordan Foster Construction LLC		Harper Brothers Construction, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
160	662-7114	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	4,696	EA	$ 1.50	$ 7,044.00	$ 3.25	$ 15,262.00	$ 1.00	$ 4,696.00	$ 9.05	$ 42,498.80	$ 2.10	$ 9,861.60	$ 8.60	$ 40,385.60
161	666-7018	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	25	LF	$ 2.00	$ 50.00	$ 3.50	$ 87.50	$ 1.00	$ 25.00	$ 1.25	$ 31.25	$ 1.20	$ 30.00	$ 3.00	$ 75.00
162	666-7024	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	5,001	LF	$ 1.20	$ 6,001.20	$ 1.50	$ 7,501.50	$ 1.00	$ 5,001.00	$ 1.15	$ 5,751.15	$ 1.12	$ 5,601.12	$ 1.10	$ 5,501.10
163	666-7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	1,388	LF	$ 10.00	$ 13,880.00	$ 8.50	$ 11,798.00	$ 10.00	$ 13,880.00	$ 8.10	$ 11,242.80	$ 7.90	$ 10,965.20	$ 8.00	$ 11,104.00
164	666-7042	REFL PAV MRK TY I (W)(ARROW)(100MIL)	44	EA	$ 190.00	$ 8,360.00	$ 185.00	$ 8,140.00	$ 250.00	$ 11,000.00	$ 162.00	$ 7,128.00	$ 158.00	$ 6,952.00	$ 175.00	$ 7,700.00
165	666-7066	REFL PAV MRK TY I (W)(WORD)(100MIL)	22	EA	$ 230.00	$ 5,060.00	$ 210.00	$ 4,620.00	$ 275.00	$ 6,050.00	$ 189.00	$ 4,158.00	$ 185.00	$ 4,070.00	$ 200.00	$ 4,400.00
166	666-7090	REF PAV MRK TY I(W)36"(YLD TRI)(100MIL)	3	EA	$ 55.00	$ 165.00	$ 50.00	$ 150.00	$ 70.00	$ 210.00	$ 162.00	$ 486.00	$ 158.00	$ 474.00	$ 45.00	$ 135.00
167	666-7111	REFL PAV MRK TY I (Y)6"(DOT)(100MIL)	39	LF	$ 2.00	$ 78.00	$ 3.25	$ 126.75	$ 1.00	$ 39.00	$ 0.85	$ 33.15	$ 0.85	$ 33.15	$ 3.00	$ 117.00
168	666-7123	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	706	LF	$ 9.00	$ 6,354.00	$ 8.50	$ 6,001.00	$ 10.00	$ 7,060.00	$ 8.10	$ 5,718.60	$ 7.90	$ 5,577.40	$ 8.00	$ 5,648.00
169	666-7172	RE PM TY II (W) 6" (BRK)	203	LF	$ 0.35	$ 71.05	$ 0.50	$ 101.50	$ 0.50	$ 101.50	$ 0.25	$ 50.75	$ 0.27	$ 54.81	$ 0.36	$ 73.08
170	666-7175	RE PM TY II (W) 6" (SLD)	20,303	LF	$ 0.35	$ 7,106.05	$ 0.50	$ 10,151.50	$ 0.30	$ 6,090.90	$ 0.20	$ 4,060.60	$ 0.20	$ 4,060.60	$ 0.36	$ 7,309.08
171	666-7177	RE PM TY II (W) 8" (DOT)	25	LF	$ 0.50	$ 12.50	$ 2.25	$ 56.25	$ 0.50	$ 12.50	$ 0.35	$ 8.75	$ 0.36	$ 9.00	$ 2.00	$ 50.00
172	666-7179	RE PM TY II (W) 8" (SLD)	5,001	LF	$ 0.50	$ 2,500.50	$ 0.50	$ 2,500.50	$ 0.50	$ 2,500.50	$ 0.45	$ 2,250.45	$ 0.42	$ 2,100.42	$ 0.46	$ 2,300.46
173	666-7184	RE PM TY II (W) 24" (SLD)	1,144	LF	$ 4.00	$ 4,576.00	$ 6.25	$ 7,150.00	$ 2.50	$ 2,860.00	$ 3.80	$ 4,347.20	$ 3.70	$ 4,232.80	$ 6.00	$ 6,864.00
174	666-7186	RE PM TY II (W) (ARROW)	44	EA	$ 100.00	$ 4,400.00	$ 105.00	$ 4,620.00	$ 55.00	$ 2,420.00	$ 91.80	$ 4,039.20	$ 90.00	$ 3,960.00	$ 100.00	$ 4,400.00
175	666-7194	RE PM TY II (W) (WORD)	22	EA	$ 115.00	$ 2,530.00	$ 105.00	$ 2,310.00	$ 60.00	$ 1,320.00	$ 113.00	$ 2,486.00	$ 110.00	$ 2,420.00	$ 100.00	$ 2,200.00
176	666-7201	RE PM TY II (W) 36" (YLD TRI)	3	EA	$ 30.00	$ 90.00	$ 26.00	$ 78.00	$ 10.00	$ 30.00	$ 91.80	$ 275.40	$ 90.00	$ 270.00	$ 25.00	$ 75.00
177	666-7211	RE PM TY II (Y) 6" (BRK)	7,104	LF	$ 0.25	$ 1,776.00	$ 0.50	$ 3,552.00	$ 0.50	$ 3,552.00	$ 0.25	$ 1,776.00	$ 0.27	$ 1,918.08	$ 0.36	$ 2,557.44
178	666-7212	RE PM TY II (Y) 6" (DOT)	39	LF	$ 0.30	$ 11.70	$ 2.25	$ 87.75	$ 1.00	$ 39.00	$ 0.25	$ 9.75	$ 0.27	$ 10.53	$ 2.00	$ 78.00
179	666-7213	RE PM TY II (Y) 6" (SLD)	37,149	LF	$ 0.35	$ 13,002.15	$ 0.50	$ 18,574.50	$ 0.25	$ 9,287.25	$ 0.20	$ 7,429.80	$ 0.20	$ 7,429.80	$ 0.36	$ 13,373.64
180	666-7217	RE PM TY II (Y) 24" (SLD)	706	LF	$ 3.50	$ 2,471.00	$ 6.25	$ 4,412.50	$ 2.50	$ 1,765.00	$ 3.80	$ 2,682.80	$ 3.70	$ 2,612.20	$ 6.00	$ 4,236.00
181	666-7408	REFL PAV MRK TY I (W)6"(BRK)(100MIL)	203	LF	$ 0.80	$ 162.40	$ 0.75	$ 152.25	$ 1.00	$ 203.00	$ 0.90	$ 182.70	$ 0.90	$ 182.70	$ 0.70	$ 142.10
182	666-7411	REFL PAV MRK TY I (W)6"(SLD)(100MIL)	20,303	LF	$ 0.75	$ 15,227.25	$ 0.75	$ 15,227.25	$ 1.00	$ 20,303.00	$ 0.85	$ 17,257.55	$ 0.85	$ 17,257.55	$ 0.70	$ 14,212.10
183	666-7420	REFL PAV MRK TY I (Y)6"(BRK)(100MIL)	7,104	LF	$ 0.75	$ 5,328.00	$ 0.75	$ 5,328.00	$ 1.00	$ 7,104.00	$ 0.90	$ 6,393.60	$ 0.90	$ 6,393.60	$ 0.70	$ 4,972.80
184	666-7423	REFL PAV MRK TY I (Y)6"(SLD)(100MIL)	37,149	LF	$ 0.75	$ 27,861.75	$ 0.75	$ 27,861.75	$ 1.00	$ 37,149.00	$ 0.85	$ 31,576.65	$ 0.85	$ 31,576.65	$ 0.70	$ 26,004.30
185	672-7002	REFL PAV MRKR TY I-C	256	EA	$ 6.00	$ 1,536.00	$ 6.25	$ 1,600.00	$ 10.00	$ 2,560.00	$ 6.75	$ 1,728.00	$ 6.60	$ 1,689.60	$ 6.00	$ 1,536.00
186	672-7004	REFL PAV MRKR TY-II-A-A	1,047	EA	$ 6.00	$ 6,282.00	$ 6.25	$ 6,543.75	$ 10.00	$ 10,470.00	$ 6.75	$ 7,067.25	$ 6.60	$ 6,910.20	$ 6.00	$ 6,282.00
187	672-7006	REFL PAV MRKR TY-II-C-R	18	EA	$ 6.00	$ 108.00	$ 6.40	$ 115.20	$ 10.00	$ 180.00	$ 6.75	$ 121.50	$ 6.60	$ 118.80	$ 6.00	$ 108.00
188	677-7001	ELIM EXT PAV MRK & MRKS (4")	9,269	LF	$ 1.00	$ 9,269.00	$ 1.25	$ 11,586.25	$ 1.25	$ 11,586.25	$ 0.95	$ 8,805.55	$ 0.95	$ 8,805.55	$ 1.10	$ 10,195.90
189	677-7008	ELIM EXT PAV MRK & MRKS (24")	154	LF	$ 4.75	$ 731.50	$ 6.25	$ 962.50	$ 10.00	$ 1,540.00	$ 6.45	$ 993.30	$ 6.35	$ 977.90	$ 6.00	$ 924.00
190	677-7012	ELIM EXT PAV MRK & MRKS (UTURN ARROW)	2	EA	$ 80.00	$ 160.00	$ 260.00	$ 520.00	$ 135.00	$ 270.00	$ 221.00	$ 442.00	$ 220.00	$ 440.00	$ 250.00	$ 500.00
191	680-7002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$ 35,000.00	$ 35,000.00	$ 51,000.00	$ 51,000.00	$ 55,000.00	$ 55,000.00	$ 53,000.00	$ 53,000.00	$ 52,000.00	$ 52,000.00	$ 103,000.00	$ 103,000.00
192	682-7001	VEH SIG SEC (12")LED(GRN)	12	EA	$ 300.00	$ 3,600.00	$ 325.00	$ 3,900.00	$ 345.00	$ 4,140.00	$ 340.00	$ 4,080.00	$ 325.00	$ 3,900.00	$ 290.00	$ 3,480.00
193	682-7002	VEH SIG SEC (12")LED(GRN ARW)	7	EA	$ 300.00	$ 2,100.00	$ 325.00	$ 2,275.00	$ 345.00	$ 2,415.00	$ 340.00	$ 2,380.00	$ 325.00	$ 2,275.00	$ 290.00	$ 2,030.00
194	682-7003	VEH SIG SEC (12")LED(YEL)	12	EA	$ 300.00	$ 3,600.00	$ 325.00	$ 3,900.00	$ 345.00	$ 4,140.00	$ 340.00	$ 4,080.00	$ 325.00	$ 3,900.00	$ 290.00	$ 3,480.00
195	682-7004	VEH SIG SEC (12")LED(YEL ARW)	11	EA	$ 300.00	$ 3,300.00	$ 325.00	$ 3,575.00	$ 345.00	$ 3,795.00	$ 340.00	$ 3,740.00	$ 325.00	$ 3,575.00	$ 290.00	$ 3,190.00
196	682-7005	VEH SIG SEC (12")LED(RED)	12	EA	$ 300.00	$ 3,600.00	$ 325.00	$ 3,900.00	$ 345.00	$ 4,140.00	$ 340.00	$ 4,080.00	$ 325.00	$ 3,900.00	$ 290.00	$ 3,480.00
197	682-7006	VEH SIG SEC (12")LED(RED ARW)	7	EA	$ 300.00	$ 2,100.00	$ 325.00	$ 2,275.00	$ 345.00	$ 2,415.00	$ 340.00	$ 2,380.00	$ 325.00	$ 2,275.00	$ 290.00	$ 2,030.00
198	682-7018	PED SIG SEC(LED)(COUNTDOWN)	8	EA	$ 800.00	$ 6,400.00	$ 1,050.00	$ 8,400.00	$ 1,085.00	$ 8,680.00	$ 1,070.00	$ 8,560.00	$ 1,030.00	$ 8,240.00	$ 700.00	$ 5,600.00
199	682-7042	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	15	EA	$ 220.00	$ 3,300.00	$ 185.00	$ 2,775.00	$ 195.00	$ 2,925.00	$ 191.00	$ 2,865.00	$ 185.00	$ 2,775.00	$ 170.00	$ 2,550.00
200	682-7043	BACKPLATE W/REF BRDR (4 SEC) ALUM	4	EA	$ 250.00	$ 1,000.00	$ 210.00	$ 840.00	$ 220.00	$ 880.00	$ 218.00	$ 872.00	$ 210.00	$ 840.00	$ 170.00	$ 680.00
201	684-7033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	1,285	LF	$ 3.90	$ 5,011.50	$ 2.50	$ 3,212.50	$ 2.50	$ 3,212.50	$ 2.45	$ 3,148.25	$ 2.35	$ 3,019.75	$ 2.75	$ 3,533.75
202	684-7042	TRF SIG CBL (TY A)(14 AWG)(16 CONDR)	1,605	LF	$ 5.00	$ 8,025.00	$ 4.25	$ 6,821.25	$ 5.00	$ 8,025.00	$ 4.25	$ 6,821.25	$ 4.10	$ 6,580.50	$ 4.85	$ 7,784.25
203	684-7080	TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	1,195	LF	$ 1.20	$ 1,434.00	$ 1.75	$ 2,091.25	$ 2.00	$ 2,390.00	$ 1.70	$ 2,031.50	$ 1.65	$ 1,971.75	$ 1.60	$ 1,912.00
204	686-7039	INS TRF SIG PL AM(S)1 ARM(36')LUM	1	EA	$ 15,500.00	$ 15,500.00	$ 15,300.00	$ 15,300.00	$ 16,050.00	$ 16,050.00	$ 15,900.00	$ 15,900.00	$ 15,300.00	$ 15,300.00	$ 15,600.00	$ 15,600.00
205	686-7043	INS TRF SIG PL AM(S)1 ARM(40')LUM	1	EA	$ 16,500.00	$ 16,500.00	$ 16,300.00	$ 16,300.00	$ 17,250.00	$ 17,250.00	$ 17,000.00	$ 17,000.00	$ 16,400.00	$ 16,400.00	$ 17,600.00	$ 17,600.00
206	686-7059	INS TRF SIG PL AM(S)1 ARM(55')LUM	2	EA	$ 37,000.00	$ 74,000.00	$ 36,500.00	$ 73,000.00	$ 38,350.00	$ 76,700.00	$ 37,900.00	$ 75,800.00	$ 36,000.00	$ 72,000.00	$ 35,700.00	$ 71,400.00
207	686-7067	INS TRF SIG PL AM(S)1 ARM(65')LUM	1	EA	$ 43,000.00	$ 43,000.00	$ 37,000.00	$ 37,000.00	$ 39,075.00	$ 39,075.00	$ 38,600.00	$ 38,600.00	$ 37,000.00	$ 37,000.00	$ 38,800.00	$ 38,800.00
208	686-7313	REMOVE TRF SIG PL	1	EA	$ 3,500.00	$ 3,500.00	$ 2,900.00	$ 2,900.00	$ 3,050.00	$ 3,050.00	$ 3,000.00	$ 3,000.00	$ 2,900.00	$ 2,900.00	$ 3,000.00	$ 3,000.00
209	687-7001	PED POLE ASSEMBLY	6	EA	$ 3,000.00	$ 18,000.00	$ 3,000.00	$ 18,000.00	$ 3,150.00	$ 18,900.00	$ 3,110.00	$ 18,660.00	$ 3,000.00	$ 18,000.00	$ 3,200.00	$ 19,200.00
210	688-7001	PED DETECT PUSH BUTTON (APS)	8	EA	$ 1,100.00	$ 8,800.00	$ 1,200.00	$ 9,600.00	$ 1,275.00	$ 10,200.00	$ 1,250.00	$ 10,000.00	$ 1,200.00	$ 9,600.00	$ 850.00	$ 6,800.00
211	688-7003	PED DETECTOR CONTROLLER UNIT	2	EA	$ 4,450.00	$ 8,900.00	$ 3,670.00	$ 7,340.00	$ 3,875.00	$ 7,750.00	$ 3,820.00	$ 7,640.00	$ 3,600.00	$ 7,200.00	$ 4,000.00	$ 8,000.00
212	3007-7001	BONDING COURSE	8,646	GAL	$ 4.00	$ 34,584.00	$ 4.00	$ 34,584.00	$ 3.50	$ 30,261.00	$ 4.05	$ 35,016.30	$ 4.05	$ 35,016.30	$ 3.85	$ 33,287.10
213	6007-7001	BBU SYSTEM (EXTERNAL BATTERY CABINET)	1	EA	$ 9,600.00	$ 9,600.00	$ 8,900.00	$ 8,900.00	$ 9,500.00	$ 9,500.00	$ 9,300.00	$ 9,300.00	$ 8,900.00	$ 8,900.00	$ 8,000.00	$ 8,000.00
214	6017-7015	VIDEO IMAGING AND RADAR DETECTOR	6	EA	$ 20,000.00	$ 120,000.00	$ 6,800.00	$ 40,800.00	$ 7,175.00	$ 43,050.00	$ 7,100.00	$ 42,600.00	$ 6,900.00	$ 41,400.00	$ 6,700.00	$ 40,200.00
215	6017-7016	VIDEO IMAGING AND RADAR SET-UP SYS	2	EA	$ 1,400.00	$ 2,800.00	$ 785.00	$ 1,570.00	$ 825.00	$ 1,650.00	$ 820.00	$ 1,640.00	$ 790.00	$ 1,580.00	$ 570.00	$ 1,140.00
216	6017-7017	VID IMAGE AND RADAR COM CABLE (COAX)	1,975	LF	$ 3.00	$ 5,925.00	$ 3.50	$ 6,912.50	$ 4.00	$ 7,900.00	$ 3.55	$ 7,011.25	$ 3.45	$ 6,813.75	$ 1.50	$ 2,962.50
217	6017-7018	VIDEO IMAGE AND RADAR DET PROCESSOR SYS	2	EA	$ 21,000.00	$ 42,000.00	$ 13,300.00	$ 26,600.00	$ 14,075.00	$ 28,150.00	$ 13,900.00	$ 27,800.00	$ 13,400.00	$ 26,800.00	$ 14,300.00	$ 28,600.00
218	7064-7004	WELDED STL CASING PIPE (OPEN CUT)(18")	535	LF	$ 200.00	$ 107,000.00	$ 190.00	$ 101,650.00	$ 115.00	$ 61,525.00	$ 164.00	$ 87,740.00	$ 240.00	$ 128,400.00	$ 275.00	$ 147,125.00
City of Leander (Austin) Pay Items - WATER																
219	501S-24	Jacking or Boring 24" Pipe, Steel Encasement Pipe	117	LF	$ 720.00	$ 84,240.00	$ 630.00	$ 73,710.00	$ 865.00	$ 101,205.00	$ 850.00	$ 99,450.00	$ 734.00	$ 85,878.00	$ 425.00	$ 49,725.00
220	504S-3W	Adjusting Water Valve Boxes to Grade	14	EA	$ 1,000.00	$ 14,000.00	$ 815.00	$ 11,410.00	$ 1,000.00	$ 14,000.00	$ 2,010.00	$ 28,140.00	$ 2,200.00	$ 30,800.00	$ 1,325.00	$ 18,550.00
221	504S-1FH	Adjusting Fire Hydrants to Grade	3	EA	$ 1,500.00	$ 4,500.00	$ 1,950.00	$ 5,850.00	$ 1,000.00	$ 3,000.00	$ 4,610.00	$ 13,830.00	$ 2,900.00	$ 8,700.00	$ 3,575.00	$ 10,725.00
222	504S-1WM	Adjusting Water Meter Boxes to Grade	1	EA	$ 1,000.00	$ 1,000.00	$ 1,100.00	$ 1,100.00	$ 1,000.00	$ 1,000.00	$ 2,920.00	$ 2,920.00	$ 5,100.00	$ 5,100.00	$ 685.00	$ 685.00
223	505S-B-3	Encasement Pipe, 3" Dia., Steel	55	LF	$ 80.00	$ 4,400.00	$ 125.00	$ 6,875.00	$ 175.00	$ 9,625.00	$ 94.90	$ 5,219.50	$ 165.00	$ 9,075.00	$ 200.00	$ 11,000.00
224	505S-B-24	Encasement Pipe, 24" Dia., Steel	288	LF	$ 360.00	$ 103,680.00	$ 320.00	$ 92,160.00	$ 115.00	$ 33,120.00	$ 238.00	$ 68,544.00	$ 305.00	$ 87,840.00	$ 525.00	$ 151,200.00
225	505S-B-42	Encasement Pipe, 42" Dia., Steel	123	LF	$ 630.00	$ 77,490.00	$ 450.00	$ 55,350.00	$ 135.00	$ 16,605.00	$ 460.00	$ 56,580.00	$ 590.00	$ 72,570.00	$ 765.00	$ 94,095.00
226	509S-1	Trench Excavation Safety Protection System (All Depths)	5,448	LF	$ 3.25	$ 17,706.00	$ 2.00	$ 10,896.00	$ 10.00	$ 54,480.00	$ 6.60	$ 35,956.80	$ 6.75	$ 36,774.00	$ 10.00	$ 54,480.00
227	510-AW1HDPE	Pipe, 1 inch Dia. HDPE DR9 (all depths), Including Excavation and Backfill	244	LF	$ 30.00	$ 7,320.00	$ 43.00	$ 10,492.00	$ 115.00	$ 28,060.00	$ 91.40	$ 22,301.60	$ 42.00	$ 10,248.00	$ 65.00	$ 15,860.00
228	510-AW2HDPE	Pipe, 2 inch Dia. HDPE DR9 (all depths), Including Excavation and Backfill	153	LF	$ 45.00	$ 6,885.00	$ 46.00	$ 7,038.00	$ 125.00	$ 19,125.00	$ 97.90	$ 14,978.70	$ 54.00	$ 8,262.00	$ 65.00	$ 9,945.00
229	510-AW-2PVC	Pipe, 2 inch Dia. PVC SCH 80 (all depths), Including Excavation and Backfill	104	LF	$ 50.00	$ 5,200.00	$ 70.00	$ 7,280.00	$ 135.00	$ 14,040.00	$ 134.00	$ 13,936.00	$ 64.00	$ 6,656.00	$ 75.00	$ 7,800.00
230	510-AW-4PVC	Pipe, 4" Dia. PVC, C-900, DR-14, all depths, Complete in Place, Including Excavation and Backfill	232	LF	$ 60.00	$ 13,920.00	$ 75.00	$ 17,400.00	$ 120.00	$ 27,840.00	$ 110.00	$ 25,520.00	$ 130.00	$ 30,160.00	$ 115.00	$ 26,680.00
231	510-AW-12PVC	Pipe, 12" Dia. PVC, C-900, DR-14, all depths, Complete in Place, Including Excavation and Backfill	2,052	LF	$ 200.00	$ 410,400.00	$ 110.00	$ 225,720.00	$ 125.00	$ 256,500.00	$ 151.00	$ 309,852.00	$ 135.00	$ 277,020.00	$ 300.00	$ 615,600.00
232	510-AWRJ-2PVC	Pipe, 2" Dia. PVC, SCH 80 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	63	LF	$ 60.00	$ 3,780.00	$ 80.00	$ 5,040.00	$ 200.00	$ 12,600.00	$ 109.00	$ 6,867.00	$ 115.00	$ 7,245.00	$ 110.00	$ 6,930.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors, LTD., LLP.		Joe Bland Construction, LLC		Capital Excavation Co.		Jordan Foster Construction LLC		Harper Brothers Construction, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
233	510-AWRJ-4PVC	Pipe, 4" Dia. PVC, C-900, DR-14 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	26	LF	$ 65.00	$ 1,690.00	$ 150.00	$ 3,900.00	$ 205.00	$ 5,330.00	$ 181.00	$ 4,706.00	$ 140.00	$ 3,640.00	$ 160.00	$ 4,160.00
234	510-AWRJ-6DI	Pipe, 6" Dia. DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	91	LF	$ 90.00	$ 8,190.00	$ 130.00	$ 11,830.00	$ 145.00	$ 13,195.00	$ 230.00	$ 20,930.00	$ 145.00	$ 13,195.00	$ 265.00	$ 24,115.00
235	510-AWRJ-12PVC	Pipe, 12" Dia. PVC, C-900, DR-14 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	2,136	LF	$ 220.00	$ 469,920.00	$ 130.00	$ 277,680.00	$ 150.00	$ 320,400.00	$ 167.00	$ 356,712.00	$ 150.00	$ 320,400.00	$ 250.00	$ 534,000.00
236	510-FW-3	Concrete Trench Cap, 3 Ft. Width	341	LF	$ 200.00	$ 68,200.00	$ 52.00	$ 17,732.00	$ 55.00	$ 18,755.00	$ 74.00	$ 25,234.00	$ 80.00	$ 27,280.00	$ 200.00	$ 68,200.00
237	510-FW-5	Concrete Trench Cap, 5 Ft. Width	47	LF	$ 250.00	$ 11,750.00	$ 84.00	$ 3,948.00	$ 75.00	$ 3,525.00	$ 89.40	$ 4,201.80	$ 145.00	$ 6,815.00	$ 275.00	$ 12,925.00
238	510-KW	Ductile Iron Fittings (C-153 Weight Schedule)	2.02	TON	$ 23,000.00	$ 46,460.00	$ 30,000.00	$ 60,600.00	$ 18,650.00	$ 37,673.00	$ 27,500.00	$ 55,550.00	$ 26,000.00	$ 52,520.00	$ 5,000.00	$ 10,100.00
239	510-JW2x2	Wet Connections, 2"x2"	2	EA	$ 1,500.00	$ 3,000.00	$ 3,100.00	$ 6,200.00	$ 1,000.00	$ 2,000.00	$ 2,260.00	$ 4,520.00	$ 2,700.00	$ 5,400.00	$ 3,300.00	$ 6,600.00
240	510-JW4x4	Wet Connections, 4"x4"	2	EA	$ 2,500.00	$ 5,000.00	$ 3,300.00	$ 6,600.00	$ 1,500.00	$ 3,000.00	$ 7,000.00	$ 14,000.00	$ 3,500.00	$ 7,000.00	$ 4,550.00	$ 9,100.00
241	510-JW12x6	Wet Connections, 12"x6"	1	EA	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 3,500.00	$ 3,500.00	$ 10,000.00	$ 10,000.00	$ 6,500.00	$ 6,500.00	$ 16,100.00	$ 16,100.00
242	510-JW12x12	Wet Connections, 12"x12"	3	EA	$ 9,000.00	$ 27,000.00	$ 7,500.00	$ 22,500.00	$ 4,500.00	$ 13,500.00	$ 9,000.00	$ 27,000.00	$ 7,200.00	$ 21,600.00	$ 10,750.00	$ 32,250.00
243	510-IW24x2	Pressure Taps, 24"x2"	1	EA	$ 12,000.00	$ 12,000.00	$ 3,700.00	$ 3,700.00	$ 7,500.00	$ 7,500.00	$ 10,200.00	$ 10,200.00	$ 3,700.00	$ 3,700.00	$ 5,250.00	$ 5,250.00
244	511S-A-6	Valves, Gate Type, 6 in Dia.	4	EA	$ 4,800.00	$ 19,200.00	$ 2,800.00	$ 11,200.00	$ 4,500.00	$ 18,000.00	$ 3,260.00	$ 13,040.00	$ 3,300.00	$ 13,200.00	$ 3,000.00	$ 12,000.00
245	511S-A-12	Valves, Gate Type, 12 in Dia.	14	EA	$ 9,000.00	$ 126,000.00	$ 6,000.00	$ 84,000.00	$ 6,000.00	$ 84,000.00	$ 5,800.00	$ 81,200.00	$ 7,000.00	$ 98,000.00	$ 7,200.00	$ 100,800.00
246	511S-B	Fire Hydrant Assembly	4	EA	$ 7,500.00	$ 30,000.00	$ 8,200.00	$ 32,800.00	$ 7,500.00	$ 30,000.00	$ 8,600.00	$ 34,400.00	$ 9,700.00	$ 38,800.00	$ 12,000.00	$ 48,000.00
247	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	2	EA	$ 1,000.00	$ 2,000.00	$ 3,600.00	$ 7,200.00	$ 1,500.00	$ 3,000.00	$ 1,780.00	$ 3,560.00	$ 2,100.00	$ 4,200.00	$ 3,725.00	$ 7,450.00
248	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	2	EA	$ 2,500.00	$ 5,000.00	$ 3,700.00	$ 7,400.00	$ 1,500.00	$ 3,000.00	$ 1,590.00	$ 3,180.00	$ 2,700.00	$ 5,400.00	$ 3,725.00	$ 7,450.00
249	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	2	EA	$ 8,000.00	$ 16,000.00	$ 4,750.00	$ 9,500.00	$ 2,000.00	$ 4,000.00	$ 2,270.00	$ 4,540.00	$ 4,300.00	$ 8,600.00	$ 4,725.00	$ 9,450.00
250	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	5	EA	$ 6,500.00	$ 32,500.00	$ 6,000.00	$ 30,000.00	$ 1,850.00	$ 9,250.00	$ 2,050.00	$ 10,250.00	$ 9,300.00	$ 46,500.00	$ 2,550.00	$ 12,750.00
251	SP510-BW	Water Service Pipe Reconnection	5	EA	$ 4,000.00	$ 20,000.00	$ 2,000.00	$ 10,000.00	$ 1,650.00	$ 8,250.00	$ 2,600.00	$ 13,000.00	$ 2,600.00	$ 13,000.00	$ 2,550.00	$ 12,750.00
252	SP511-J	Remove Existing Fire Hydrant, including plugging of pipe, installation of blind flange as needed, labor, equipment, and other incidentals	1	EA	$ 1,000.00	$ 1,000.00	$ 3,200.00	$ 3,200.00	$ 1,725.00	$ 1,725.00	$ 3,660.00	$ 3,660.00	$ 4,300.00	$ 4,300.00	$ 2,100.00	$ 2,100.00
253	SP511-K-12"	Remove Existing 12" gate valve, including plugging of pipe, installation of blind flange as needed, labor, equipment, and other incidentals	2	EA	$ 1,000.00	$ 2,000.00	$ 2,750.00	$ 5,500.00	$ 1,725.00	$ 3,450.00	$ 1,830.00	$ 3,660.00	$ 7,000.00	$ 14,000.00	$ 2,100.00	$ 4,200.00
City of Leander (Austin) Pay Items - WASTEWATER																
254	506-1WW	Minor Manhole Height Adjustment, 48" Dia.	3	EA	$ 4,000.00	$ 12,000.00	$ 2,150.00	$ 6,450.00	$ 2,750.00	$ 8,250.00	$ 2,040.00	$ 6,120.00	$ 2,900.00	$ 8,700.00	$ 4,000.00	$ 12,000.00
255	506-2WW	Major Manhole Height Adjustment, 48" Dia.	11	EA	$ 6,000.00	$ 66,000.00	$ 4,300.00	$ 47,300.00	$ 11,500.00	$ 126,500.00	$ 6,000.00	$ 66,000.00	$ 15,000.00	$ 165,000.00	$ 5,500.00	$ 60,500.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																
256	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	30,700	DOL	$ 1.00	$ 30,700.00	$ 1.00	$ 30,700.00	$ 1.00	$ 30,700.00	$ 1.00	$ 30,700.00	$ 1.00	$ 30,700.00	$ 1.00	$ 30,700.00
257	999-WC01	FORCE ACCOUNT	50,000	DOL	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00
258	341-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	163,000	DOL	$ 1.00	$ 163,000.00	$ 1.00	$ 163,000.00	$ 1.00	$ 163,000.00	$ 1.00	$ 163,000.00	$ 1.00	$ 163,000.00	$ 1.00	$ 163,000.00
259	341-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	108,000	DOL	$ 1.00	$ 108,000.00	$ 1.00	$ 108,000.00	$ 1.00	$ 108,000.00	$ 1.00	$ 108,000.00	$ 1.00	$ 108,000.00	$ 1.00	$ 108,000.00
260	999-WC02	FORCE ACCOUNT - KARST FEATURES	10,000	DOL	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 37,495,857.00**		**$ 30,194,994.00**		**$ 30,197,645.15**		**$ 30,273,262.53**		**$ 30,577,217.14**		**$ 35,859,739.43**
		ACTUAL BID PROPOSAL						$30,194,994.00		$30,197,645.15		$30,273,262.53		$30,577,217.14		$35,859,739.43
		ADJUSTMENT DIFFERENCE						$0.00		$0.00		$0.00		$0.00		$0.00
		Acknowledgement of Addendum						Y		Y		Y		Y		Y
		Anti-Boycott Statement						Y		Y		Y		Y		Y
		Bid Affidavit						Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		Y
		Child Support-Business Ownership Form						Y		Y		Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y
		Debarment Certification						Y		Y		Y		Y		Y

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

November 14, 2025

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
HERO WAY (RM 2243 Phase 1A)
Williamson County Project No. 25IFB88
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed, and the apparent low bidder (Chasco Constructors) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Chasco Constructors, LTD., LLP.	$30,194,994.00
2.	Joe Bland Construction, LLC	$30,197,645.15
3.	Capital Excavation Co.	$30,273,262.53
4.	Jordan Foster Construction, LLC	$30,577,217.14
5.	Harper Brothers Construction, LLC	$35,859,739.43

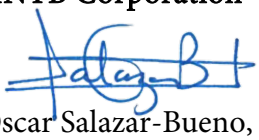
The lowest bidder was 19.47% under the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 0.01% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Chasco Constructors is currently the Contractor on Liberty Hill Bypass and Ronald Reagan Widening and has successfully completed past projects for Williamson County including CR 332 Realignment, CR 129, Samsung Highway (CR 404 to FM 973 - Future County Road), Inner Loop Safety Improvements, CR 110 South, the Bartlett Cotrell Street project, and the Thrall S. Bounds Street project. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we concur with the recommendation of the Design Engineer, BGE, Inc. for award of the HERO WAY (RM 2243 Phase 1A) construction contract to Chasco Constructors in the amount of $30,194,994.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Standard Agreement, Form 1295

Cc: Judge Snell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Adam Boatright, Williamson County
Matt Williamson, Williamson County
Christen Eschberger, HNTB Corporation

Loretta Schietinger, AVP, PE

November 13, 2025

HNTB Corporation
101 East Old Settlers Boulevard
Round Rock, Texas 78664

RE: Bid Opening and Recommendation of Award
RM 2243 Phase 1A

Dear Ms. Schietinger:

The bid opening for Williamson County – RM 2243 Phase 1A was conducted on Thursday November 13, 2025. Five (5) bids were received for Williamson County – RM 2243 Phase 1A and the bid tabulation is attached for information. Chasco Constructors, LTD., LLP is the apparent low responsive bidder for this project with a bid of $30,194,994.00. Contractors for this project were subject to the minimum qualifications outlined in the Project Manual and the apparent low responsive bidder meets those qualifications.

Based solely on the bids, as submitted, it is hereby recommended that the bid and construction contract for the project referenced above be awarded to Chasco Constructors, LTD., LLP. Please let us know if you have questions or are in need of additional information.

Sincerely,
BGE, Inc.

Joshua Richter, PE
Project Manager

11/13/2025

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1389073

Date Filed:
11/13/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Chasco Constructors
Round Rock, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25IFB88
For the construction of the rehabilitation of an exiting road consisting of reconstruct 2-lane undivided roadway to 2 travel lanes and continuous left turn lane and extend existing Hero Way to RM 2243

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Glace, Jr., Charles	Round Rock, TX United States	X	
King, Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Williamson County, State of Texas, on the 13 day of November (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:
2025-1389073

Date Filed:
11/13/2025

Date Acknowledged:
11/18/2025

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

Chasco Constructors
Round Rock, TX United States

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

Williamson County Texas

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

25IFB88
For the construction of the rehabilitation of an exiting road consisting of reconstruct 2-lane undivided roadway to 2 travel lanes and continuous left turn lane and extend existing Hero Way to RM 2243

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Glace, Jr., Charles	Round Rock, TX United States	X	
King, Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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 **75.**

Meeting Date: 12/09/2025

Award of IFB #26IFB1 CR 460 Reconstruction Project to Liberty Civil Construction LLC for Road Bonds/HNTB

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #26IFB1 to Liberty Civil Construction LLC for the CR 460 Reconstruction Project for Road Bonds/HNTB in the amount of $1,828,544.00 and authorize execution of this agreement. The funding source is P679.

Background

Williamson County sent out One Thousand Three Hundred and Nineteen (1,319) notifications with Eighty-Eight (88) document takers and received Six (6) submittals that were reviewed, and the apparent low bid, Liberty Civil Construction LLC was found to be responsive and materially balanced. It is recommended that Williamson County award to Liberty Civil Construction LLC. The funding source is P679, the Origination ID #4029, and Daniel Marquez, P.E. (HNTB) is the Point of Contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

26IFB1 CR 460 Recommendation Package

1295 Liberty Civil Construction LLC REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:27 PM
Form Started By: Vickie Johnson		Started On: 11/25/2025 01:51 PM
Final Approval Date: 12/02/2025		

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the "Agreement") is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and Liberty Civil Construction, LLC (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. **P679 - CR 460**

Article 2. Engineer of Record

The Project has been designed by **Benesch**, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **128** calendar days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES One Million, Eight Hundred Twenty-Eight Thousand, Five Hundred Forty-Four Dollars and Zero Cents $1,828,544.00 (dollars)

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County 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 County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Williamson County, or anyone claiming under County 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 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Agreement

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 General Conditions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers 1 to 1, inclusive

6.12 Contractor's Bid Affidavit and Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that

may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, 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.

7.6 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.

7.7 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.

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

7.9 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.

7.10 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 or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 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 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.

7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Agreement and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

This Agreement will be effective on _____, 20_____ (which is the "Effective Date" of the Agreement).

COUNTY_____

By:_____
Steven Snell,
Williamson County Judge

CONTRACTOR Liberty Civil Construction, LLC.

By: _____

Title: President

[CORPORATE SEAL]

Attest_____

Attest_____

Williamson County Road Bond Program
CR 460
November 20, 2025

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Liberty Civil Construction, LLC	$ 1,828,544.00	1	($224,498.30)	-10.93%	$ -	0.0%
MA Smith Contracting, Co., Inc.	$ 1,851,568.53	2	($201,473.77)	-9.81%	$ 23,024.53	1.3%
Joe Bland Construction, LLC	$ 2,014,396.25	3	($38,646.05)	-1.88%	$ 185,852.25	10.2%
Aaron Concrete Contractors, LLC	$ 2,026,707.36	4	($26,334.94)	-1.28%	$ 198,163.36	10.8%
Chasco Constructors	$ 2,119,993.00	5	$66,950.70	3.26%	$ 291,449.00	15.9%
Packsaddle Management, LLC	$ 2,336,093.45	6	$283,051.15	13.79%	$ 507,549.45	27.8%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Liberty Civil Construction, LLC		MA Smith Contracting, Co., Inc.		Joe Bland Construction, LLC		Aaron Concrete Contractors, LLC		Chasco Constructors		Packsaddle Management, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-7002	PREPARING ROW	23	STA	$ 4,250.00	$ 97,750.00	$ 2,000.00	$ 46,000.00	$ 1,800.00	$ 41,400.00	$ 2,200.00	$ 50,600.00	$ 281.00	$ 6,463.00	$3,190.00	$ 73,370.00	$ 500.00	$ 11,500.00
2	110-7001	EXCAV (ROADWAY)	946	CY	$ 30.00	$ 28,380.00	$ 8.00	$ 7,568.00	$ 27.00	$ 25,542.00	$ 36.00	$ 34,056.00	$ 15.00	$ 14,190.00	$ 70.00	$ 66,220.00	$ 20.00	$ 18,920.00
3	132-7005	EMBANK (FNL)(OC)(TY C)	10,203	CY	$ 32.00	$ 326,496.00	$ 28.30	$ 288,744.90	$ 32.00	$ 326,496.00	$ 40.00	$ 408,120.00	$ 39.00	$ 397,917.00	$ 37.00	$ 377,511.00	$ 53.00	$ 540,759.00
4	160-WC01	FURNISHING AND PLACING TOPSOIL (4")	11,442	SY	$ 1.00	$ 11,442.00	$ 1.00	$ 11,442.00	$ 1.75	$ 20,023.50	$ 2.00	$ 22,884.00	$ 1.00	$ 11,442.00	$ 2.00	$ 22,884.00	$ 2.00	$ 22,884.00
5	161-WC01	EROSION CONTROL COMPOST (3")	2,861	SY	$ 4.00	$ 11,444.00	$ 2.50	$ 7,152.50	$ 4.50	$ 12,874.50	$ 2.00	$ 5,722.00	$ 11.00	$ 31,471.00	$ 4.00	$ 11,444.00	$ 5.00	$ 14,305.00
6	162-WC103	MULCH TOPDRESSING (5")	2,861	SY	$ 5.00	$ 14,305.00	$ 4.50	$ 12,874.50	$ 4.25	$ 12,159.25	$ 2.00	$ 5,722.00	$ 7.00	$ 20,027.00	$ 5.00	$ 14,305.00	$ 8.00	$ 22,888.00
7	164-WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	5,721	SY	$ 0.45	$ 2,574.45	$ 0.60	$ 3,432.60	$ 0.36	$ 2,059.56	$ 1.00	$ 5,721.00	$ 1.00	$ 5,721.00	$ 0.75	$ 4,290.75	$ 1.00	$ 5,721.00
8	164-WC07	TEMP SEEDING FOR EROSION CONTROL (TEMP & PERM) (TY 7)	17,163	SY	$ 0.75	$ 12,872.25	$ 1.50	$ 25,744.50	$ 1.55	$ 26,602.65	$ 1.00	$ 17,163.00	$ 2.00	$ 34,326.00	$ 1.25	$ 21,453.75	$ 2.00	$ 34,326.00
9	166-7002	FERTIZLIER	0.72	TON	$ 950.00	$ 684.00	$ 5,000.00	$ 3,600.00	$ 6,300.00	$ 4,536.00	$ 2,000.00	$ 1,440.00	$ 5,563.00	$ 4,005.36	$ 1,550.00	$ 1,116.00	$ 2,000.00	$ 1,440.00
10	168-WC01	VEGETATIVE WATERING	344.0	TGL	$ 15.00	$ 5,160.00	$ 29.00	$ 9,976.00	$ 20.00	$ 6,880.00	$ 6.00	$ 2,064.00	$ 57.00	$ 19,608.00	$ 25.00	$ 8,600.00	$ 20.00	$ 6,880.00
11	169-7001	SOIL RET BLKT(SL_MOD_CLAY_SHORT)	6,203	SY	$ 3.00	$ 18,609.00	$ 1.50	$ 9,304.50	$ 1.50	$ 9,304.50	$ 2.00	$ 12,406.00	$ 2.00	$ 12,406.00	$ 1.60	$ 9,924.80	$ 2.00	$ 12,406.00
12	247-7179	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	4,703	CY	$ 55.00	$ 258,665.00	$ 60.00	$ 282,180.00	$ 60.00	$ 282,180.00	$ 78.00	$ 366,834.00	$ 73.00	$ 343,319.00	$ 65.00	$ 305,695.00	$ 53.00	$ 249,259.00
13	260-7005	LIME (COM OR QK)(SLURRY)	277	TON	$ 350.00	$ 96,950.00	$ 332.00	$ 91,964.00	$ 335.00	$ 92,795.00	$ 345.00	$ 95,565.00	$ 364.00	$ 100,828.00	$ 345.00	$ 95,565.00	$ 325.00	$ 90,025.00
14	260-7007	LIME TRT (EXST MATL)(8")	15,371	SY	$ 5.00	$ 76,855.00	$ 5.50	$ 84,540.50	$ 3.50	$ 53,798.50	$ 7.00	$ 107,597.00	$ 4.00	$ 61,484.00	$ 6.00	$ 92,226.00	$ 7.00	$ 107,597.00
15	310-7015	PRIME COAT (MULTI OPTION)	2,822	GAL	$ 4.00	$ 11,288.00	$ 5.60	$ 15,803.20	$ 4.25	$ 11,993.50	$ 4.00	$ 11,288.00	$ 5.00	$ 14,110.00	$ 3.50	$ 9,877.00	$ 6.00	$ 16,932.00
16	316-7070	ASPH (AC-15P,HFRS-2P OR CRS-2P)	4,090	GAL	$ 3.00	$ 12,270.00	$ 7.50	$ 30,675.00	$ 5.25	$ 21,472.50	$ 4.00	$ 16,360.00	$ 6.00	$ 24,540.00	$ 3.50	$ 14,315.00	$ 6.00	$ 24,540.00
17	316-7187	AGGR (TY-D GR-5)(SAC-B)	86.0	CY	$ 125.00	$ 10,750.00	$ 560.00	$ 48,160.00	$ 180.00	$ 15,480.00	$ 325.00	$ 27,950.00	$ 189.00	$ 16,254.00	$ 320.00	$ 27,520.00	$ 210.00	$ 18,060.00
18	341-7002	D-GR HMA TY-B SAC-B PG64-22	2,205	TON	$ 125.00	$ 275,625.00	$ 105.00	$ 231,525.00	$ 100.00	$ 220,500.00	$ 117.00	$ 257,985.00	$ 109.00	$ 240,345.00	$ 112.00	$ 246,960.00	$ 130.00	$ 286,650.00
19	341-7050	D-GR HMA TY-D SAC-B PG70-22	1,029	TON	$ 150.00	$ 154,350.00	$ 155.00	$ 159,495.00	$ 150.00	$ 154,350.00	$ 137.00	$ 140,973.00	$ 161.00	$ 165,669.00	$ 133.00	$ 136,857.00	$ 140.00	$ 144,060.00
20	401-7001	FLOWABLE BACKFILL	136	CY	$ 300.00	$ 40,800.00	$ 225.00	$ 30,600.00	$ 200.00	$ 27,200.00	$ 175.00	$ 23,800.00	$ 187.00	$ 25,432.00	$ 185.00	$ 25,160.00	$ 2,100.00	$ 285,600.00
21	420-7006	CL A CONC (FLUME)	4	CY	$ 1,000.00	$ 4,000.00	$ 760.00	$ 3,040.00	$ 1,000.00	$ 4,000.00	$ 1,450.00	$ 5,800.00	$ 652.00	$ 2,608.00	$ 2,000.00	$ 8,000.00	$ 1,000.00	$ 4,000.00
22	464-7019	RC PIPE (CL IV) (18 IN)	150	LF	$ 100.00	$ 15,000.00	$ 89.00	$ 13,350.00	$ 100.00	$ 15,000.00	$ 125.00	$ 18,750.00	$ 93.00	$ 13,950.00	$ 115.00	$ 17,250.00	$ 108.00	$ 16,200.00
23	464-7021	RC PIPE (CL IV) (24 IN)	130	LF	$ 120.00	$ 15,600.00	$ 115.00	$ 14,950.00	$ 130.00	$ 16,900.00	$ 155.00	$ 20,150.00	$ 120.00	$ 15,600.00	$ 165.00	$ 21,450.00	$ 150.00	$ 19,500.00
24	467-7308	SET (TY II) (18 IN) (RCP) (6:1) (P)	8	EA	$ 1,756.00	$ 14,048.00	$ 1,100.00	$ 8,800.00	$ 1,500.00	$ 12,000.00	$ 2,225.00	$ 17,800.00	$ 2,575.00	$ 20,600.00	$ 3,650.00	$ 29,200.00	$ 3,300.00	$ 26,400.00
25	467-7326	SET (TY II) (24 IN) (RCP) (4: 1) (C)	2	EA	$ 1,981.00	$ 3,962.00	$ 1,380.00	$ 2,760.00	$ 1,600.00	$ 3,200.00	$ 2,500.00	$ 5,000.00	$ 2,637.00	$ 5,274.00	$ 3,850.00	$ 7,700.00	$ 3,500.00	$ 7,000.00
26	467-7328	SET (TY II) (24 IN) (RCP) (6: 1) (P)	2	EA	$ 2,440.00	$ 4,880.00	$ 1,500.00	$ 3,000.00	$ 1,600.00	$ 3,200.00	$ 2,525.00	$ 5,050.00	$ 2,906.00	$ 5,812.00	$ 4,300.00	$ 8,600.00	$ 3,600.00	$ 7,200.00
27	496-7006	REMOVE STR (HEADWALL)	2	EA	$ 1,364.00	$ 2,728.00	$ 567.00	$ 1,134.00	$ 5,000.00	$ 10,000.00	$ 1,050.00	$ 2,100.00	$ 750.00	$ 1,500.00	$ 2,500.00	$ 5,000.00	$ 2,300.00	$ 4,600.00
28	500-7001	MOBILIZATION	1	LS	$ 186,640.00	$ 186,640.00	$ 54,400.90	$ 54,400.90	$ 100,000.00	$ 100,000.00	$ 30,000.00	$ 30,000.00	$ 82,174.00	$ 82,174.00	$ 168,184.00	$ 168,184.00	$ 40,000.00	$ 40,000.00
29	502-7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	5	MO	$ 5,000.00	$ 25,000.00	$ 5,000.00	$ 25,000.00	$ 6,000.00	$ 30,000.00	$ 6,500.00	$ 32,500.00	$ 1,960.00	$ 9,800.00	$ 4,000.00	$ 20,000.00	$ 3,000.00	$ 15,000.00
30	503-7002	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	$ 12,000.00	$ 24,000.00	$ 12,000.00	$ 24,000.00	$ 12,000.00	$ 24,000.00	$ 8,000.00	$ 16,000.00	$ 9,485.00	$ 18,970.00	$ 5,000.00	$ 10,000.00	$ 5,000.00	$ 10,000.00
31	505-7003	TMA (MOBILE OPERATION)	15	DAY	$ 343.00	$ 5,145.00	$ 350.00	$ 5,250.00	$ 900.00	$ 13,500.00	$ 305.00	$ 4,575.00	$ 316.00	$ 4,740.00	$ 370.00	$ 5,550.00	$ 1,000.00	$ 15,000.00
32	506-7004	ROCK FILTER DAMS (INSTALL) (TY 4)	90	LF	$ 52.00	$ 4,680.00	$ 60.00	$ 5,400.00	$ 75.00	$ 6,750.00	$ 40.00	$ 3,600.00	$ 56.00	$ 5,040.00	$ 75.00	$ 6,750.00	$ 50.00	$ 4,500.00
33	506-7011	ROCK FILTER DAMS (REMOVE)	90	LF	$ 18.00	$ 1,620.00	$ 18.00	$ 1,620.00	$ 29.00	$ 2,610.00	$ 20.00	$ 1,800.00	$ 19.00	$ 1,710.00	$ 30.00	$ 2,700.00	$ 4.00	$ 360.00
34	506-7020	CONSTRUCTION EXITS (INSTALL) (TY 1)	111	SY	$ 34.00	$ 3,774.00	$ 25.00	$ 2,775.00	$ 44.00	$ 4,884.00	$ 15.00	$ 1,665.00	$ 21.00	$ 2,331.00	$ 35.00	$ 3,885.00	$ 20.00	$ 2,220.00
35	506-7024	CONSTRUCTION EXITS (REMOVE)	111	SY	$ 14.00	$ 1,554.00	$ 12.00	$ 1,332.00	$ 20.00	$ 2,220.00	$ 5.00	$ 555.00	$ 13.00	$ 1,443.00	$ 10.00	$ 1,110.00	$ 10.00	$ 1,110.00
36	506-7039	TEMP SEDMT CONT FENCE (INSTALL)	4,042	LF	$ 5.00	$ 20,210.00	$ 5.00	$ 20,210.00	$ 4.00	$ 16,168.00	$ 5.00	$ 20,210.00	$ 3.00	$ 12,126.00	$ 5.00	$ 20,210.00	$ 5.00	$ 20,210.00
37	506-7041	TEMP SEDMT CONT FENCE (REMOVE)	4,042	LF	$ 2.00	$ 8,084.00	$ 1.00	$ 4,042.00	$ 1.15	$ 4,648.30	$ 1.00	$ 4,042.00	$ 1.00	$ 4,042.00	$ 1.00	$ 4,042.00	$ 1.00	$ 4,042.00
38	510-7003	ONE-WAY TRAF CONT (PORT TRAF SIG)	4	MO	$ 8,100.00	$ 32,400.00	$ 9,500.00	$ 38,000.00	$ 7,000.00	$ 28,000.00	$ 5,000.00	$ 20,000.00	$ 11,523.00	$ 46,092.00	$ 9,000.00	$ 36,000.00	$ 8,000.00	$ 32,000.00
39	530-7006	DRIVEWAYS (CONC)	428	SY	$ 133.00	$ 56,924.00	$ 118.00	$ 50,504.00	$ 105.00	$ 44,940.00	$ 115.00	$ 49,220.00	$ 105.00	$ 44,940.00	$ 120.00	$ 51,360.00	$ 110.00	$ 47,080.00
40	530-7010	DRIVEWAYS (ACP)	276	SY	$ 105.00	$ 28,980.00	$ 60.00	$ 16,560.00	$ 60.00	$ 16,560.00	$ 70.00	$ 19,320.00	$ 47.00	$ 12,972.00	$ 60.00	$ 16,560.00	$ 50.00	$ 13,800.00
41	560-7002	MAILBOX INSTALL-S (TWG-POST) TY 2	5	EA	$ 646.00	$ 3,230.00	$ 600.00	$ 3,000.00	$ 435.00	$ 2,175.00	$ 415.00	$ 2,075.00	$ 555.00	$ 2,775.00	$ 640.00	$ 3,200.00	$ 200.00	$ 1,000.00
42	636-7001	ALUMINUM SIGNS (TY A)	16	SF	$ 63.00	$ 1,008.00	$ 300.00	$ 4,800.00	$ 37.00	$ 592.00	$ 35.00	$ 560.00	$ 88.00	$ 1,408.00	$ 36.00	$ 576.00	$ 50.00	$ 800.00
43	644-7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	12	EA	$ 802.00	$ 9,624.00	$ 1,200.00	$ 14,400.00	$ 1,250.00	$ 15,000.00	$ 1,215.00	$ 14,580.00	$ 1,256.00	$ 15,072.00	$ 950.00	$ 11,400.00	$ 1,500.00	$ 18,000.00
44	658-7056	INSTL OM ASSM (OM-2Y)(WC)GND	2	EA	$ 65.00	$ 130.00	$ 140.00	$ 280.00	$ 145.00	$ 290.00	$ 140.00	$ 280.00	$ 146.00	$ 292.00	$ 200.00	$ 400.00	$ 250.00	$ 500.00
45	662-7051	WK ZN PAV MRK REMOV (REFL) TY II-A-A	8	EA	$ 6.00	$ 48.00	$ 39.00	$ 312.00	$ 11.50	$ 92.00	$ 12.00	$ 96.00	$ 41.00	$ 328.00	$ 11.00	$ 88.00	$ 11.75	$ 94.00
46	662-7068	WK ZN PAV MRK REMOV (W)6"(SLD)	4,742	LF	$ 2.00	$ 9,484.00	$ 1.50	$ 7,113.00	$ 2.35	$ 11,143.70	$ 2.50	$ 11,855.00	$ 2.00	$ 9,484.00	$ 2.50	$ 11,855.00	$ 2.50	$ 11,855.00
47	662-7077	WK ZN PAV MRK REMOV (W)24"(SLD)	20	LF	$ 13.00	$ 260.00	$ 30.00	$ 600.00	$ 20.00	$ 400.00	$ 20.00	$ 400.00	$ 35.00	$ 700.00	$ 18.00	$ 360.00	$ 20.00	$ 400.00
48	662-7100	WK ZN PAV MRK REMOV (Y)6"(SLD)	160	LF	$ 2.00	$ 320.00	$ 1.50	$ 240.00	$ 1.70	$ 272.00	$ 2.00	$ 320.00	$ 2.00	$ 320.00	$ 1.60	$ 256.00	$ 1.75	$ 280.00
49	666-7023	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	762	LF	$ 2.30	$ 1,752.60	$ 2.00	$ 1,524.00	$ 1.20	$ 914.40	$ 2.00	$ 1,524.00	$ 2.00	$ 1,524.00	$ 1.10	$ 838.20	$ 1.25	$ 952.50
50	666-7035	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	80	LF	$ 12.00	$ 960.00	$ 7.00	$ 560.00	$ 9.25	$ 740.00	$ 10.00	$ 800.00	$ 8.00	$ 640.00	$ 8.50	$ 680.00	$ 9.50	$ 760.00
51	666-7041	REFL PAV MRK TY I (W)(ARROW)(090MIL)	12	EA	$ 243.00	$ 2,916.00	$ 250.00	$ 3,000.00	$ 250.00	$ 3,000.00	$ 250.00	$ 3,000.00	$ 292.00	$ 3,504.00	$ 225.00	$ 2,700.00	$ 250.00	$ 3,000.00
52	666-7065	REFL PAV MRK TY I (W)(WORD)(090MIL)	4	EA	$ 292.00	$ 1,168.00	$ 275.00	$ 1,100.00	$ 270.00	$ 1,080.00	$ 250.00	$ 1,000.00	$ 321.00	$ 1,284.00	$ 250.00	$ 1,000.00	$ 275.00	$ 1,100.00
53	666-7122	REFL PAV MRK TY I (Y)24"(SLD)(090MIL)	305	LF	$ 10.00	$ 3,050.00	$ 7.00	$ 2,135.00	$ 9.75	$ 2,973.75	$ 10.00	$ 3,050.00	$ 8.00	$ 2,440.00	$ 9.00	$ 2,745.00	$ 10.00	$ 3,050.00
54	666-7175	RE PM TY II (W) 6" (SLD)	4,573	LF	$ 1.00	$ 4,573.00	$ 0.80	$ 3,658.40	$ 0.54	$ 2,469.42	$ 0.75	$ 3,429.75	$ 1.00	$ 4,573.00	$ 0.50	$ 2,286.50	$ 0.75	$ 3,429.75
55	666-7179	RE PM TY II (W) 8" (SLD)	762	LF	$ 1.00	$ 762.00	$ 1.00	$ 762.00	$ 0.60	$ 457.20	$ 0.75	$ 571.50	$ 1.00	$ 762.00	$ 1.00	$ 762.00	$ 0.60	$ 457.20
56	666-7184	RE PM TY II (W) 24" (SLD)	80	LF	$ 7.00	$ 560.00	$ 4.00	$ 320.00	$ 2.00	$ 160.00	$ 2.00	$ 160.00	$ 4.00	$ 320.00	$ 2.00	$ 160.00	$ 2.00	$ 160.00
57	666-7186	RE PM TY II (W) (ARROW)	12	EA	$ 65.00	$ 780.00	$ 130.00	$ 1,560.00	$ 45.00	$ 540.00	$ 45.00	$ 540.00	$ 146.00	$ 1,752.00	$ 42.00	$ 504.00	$ 47.00	$ 564.00
58	666-7194	RE PM TY II (W) (WORD)	4	EA	$ 65.00	$ 260.00	$ 180.00	$ 720.00	$ 56.00	$ 224.00	$ 55.00	$ 220.00	$ 204.00	$ 816.00	$ 52.00	$ 208.00	$ 59.00	$ 236.00
59	666-7211	RE PM TY II (Y) 6" (BRK)	1,581	LF	$ 1.00	$ 1,581.00	$ 1.00	$ 1,581.00	$ 0.55	$ 869.55	$ 0.75	$ 1,185.75	$ 1.00	$ 1,581.00	$ 0.50	$ 790.50	$ 0.50	$ 790.50
60	666-7213	RE PM TY II (Y) 6" (SLD)	6,895	LF	$ 2.00	$ 13,790.00	$ 1.00	$ 6,895.00	$ 0.55	$ 3,792.25	$ 0.75	$ 5,171.25	$ 1.00	$ 6,895.00	$ 0.50	$ 3,447.50	$ 0.50	$ 3,447.50
61	666-7217	RE PM TY II (Y) 24" (SLD)	305	LF	$ 2.00	$ 610.00	$ 4.00	$ 1,220.00	$ 2.00	$ 610.00	$ 2.00	$ 610.00	$ 4.00	$ 1,220.00	$ 2.00	$ 610.00	$ 2.00	$ 610.00
62	666-7410	REFL PAV MRK TY I (W)6"(SLD)(090MIL)	4,573	LF	$ 1.00	$ 4,573.00	$ 1.50	$ 6,859.50	$ 0.95	$ 4,344.35	$ 1.00	$ 4,573.00	$ 2.00	$ 9,146.00	$ 1.00	$ 4,573.00	$ 1.00	$ 4,573.00
63	666-7419	REFL PAV MRK TY I (Y)6"(BRK)(090MIL)	1,581	LF	$ 1.00	$ 1,581.00	$ 1.50	$ 2,371.50	$ 1.00	$ 1,581.00	$ 1.00	$ 1,581.00	$ 2.00	$ 3,162.00	$ 1.00	$ 1,581.00	$ 1.00	$ 1,581.00
64	666-7422	REFL PAV MRK TY I (Y)6"(SLD)(090MIL)	6,895	LF	$ 1.00	$ 6,895.00	$ 1.50	$ 10,342.50	$ 0.97	$ 6,688.15	$ 1.00	$ 6,895.00	$ 2.00	$ 13,790.00	$ 1.00	$ 6,895.00	$ 1.00	$ 6,895.00
65	672-7002	REFL PAV MRKR TY I-C	40	EA	$ 7.00	$ 280.00	$ 7.50	$ 300.00	$ 8.00	$ 320.00	$ 8.00	$ 320.00	$ 8.00	$ 320.00	$ 8.00	$ 320.00	$ 8.50	$ 340.00
66	672-7004	REFL PAV MRKR TY II-A-A	264	EA	$ 7.00	$ 1,848.00	$ 7.50	$ 1,980.00	$ 8.00	$ 2,112.00	$ 8.00	$ 2,112.00	$ 8.00	$ 2,112.00	$ 8.00	$ 2,112.00	$ 8.50	$ 2,244.00
67	685-7004	INSTIL RDSD FLSH BCN ASSM (SOLAR PWRD)	2	EA	$ 10,500.00	$ 21,000.00	$ 13,000.00	$ 26,000.00	$ 12,750.00	$ 25,500.00	$ 12,300.00	$ 24,600.00	$ 25,935.00	$ 51,870.00	$ 11,500.00	$ 23,000.00	$ 18,000.00	$ 36,000.00
68	730-7019	FULL-WIDTH MOWING	2	CYC	$ 4,250.00	$ 8,500.00	$ 1,500.00	$ 3,000.00	$ 6,000.00	$ 12,000.00	$ 2,750.00	$ 5,500.00	$ 1,168.00	$ 2,336.00	$ 1,400.00	$ 2,800.00	$ 1,500.00	$ 3,000.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																		
69	999-WC01	FORCE ACCOUNT	25,000	DOL	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 2,053,042.30**		**$ 1,828,544.00**		**$ 1,851,568.53**		**$ 2,014,396.25**		**$ 2,026,707.36**		**$ 2,119,993.00**		**$ 2,336,093.45**
		ACTUAL BID PROPOSAL						$1,828,544.00		$1,851,568.53		$2,014,396.25		$2,026,707.36		$2,119,993.00		$2,336,093.45
		ADJUSTMENT DIFFERENCE						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Acknowledgement of Addendum						Y		Y		Y		Y		Y		Y
		Anti-Boycott Statement						Y		N		Y		Y		Y		Y
		Bid Affidavit						Y		Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y		Y

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

November 25, 2025

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 460
Williamson County Project No. 26IFB1
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed, and the apparent low bidder (Liberty Civil Construction, LLC) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Liberty Civil Construction, LLC	$1,828,544.00
2.	MA Smith Contracting, Co., Inc.	$1,851,568.53
3.	Joe Bland Construction, LLC	$2,014,396.25
4.	Aaron Concrete Contractors, LLC	$2,026,707.36
5.	Chasco Constructors	$2,119,993.00
6.	Packsaddle Management, LLC	$2,336,093.45

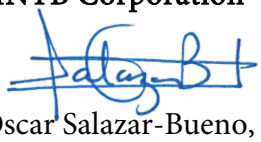
The lowest bidder was 10.93% under the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 1.3% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Liberty Civil Construction, LLC has completed projects with similar scope of work in Central Texas. Based on the favorable feedback from the references provided by the bidder, we concur with the recommendation of the Design Engineer, Benesh for the award of the CR 460 construction contract to Liberty Civil Construction, LLC in the amount of $1,828,544.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Standard Agreement, Form 1295

Cc: Judge Snell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Adam Boatright, Williamson County
Matt Williamson, Williamson County
Christen Eschberger, HNTB Corporation

5113 Southwest Parkway, Suite 255
Austin, TX 78735
www.benesch.com
P 512-569-0871

Daniel Marquez, P.E., Project Coordinator
HNTB Corporation
101 East Old Settlers Boulevard
Round Rock, Texas 78664

November 21, 2025

Project: County Road 460 (Benesch # 152357)

Mr. Marquez:

On November 20, 2025, contractor bids were submitted and opened for the County Road 460 project. We have reviewed the bids and a summary of contractor bid amounts is as follows:

1.	Liberty Civil Construction	$1,828,544.00
2.	MA Smith Contracting Company, Inc.	$1,851,568.53
3.	Joe Bland Construction, LLC	$2,014,396.25
4.	Aaron Concrete Contractors, LLC	$2,026,707.36
5.	Chasco Constructors	$2,119.993.00
6.	Packsaddle Management, LLC	$2,336,093.45

A detailed bid analysis and comparison is attached for your records. The bids ranged from 10.93 percent below to 13.79 percent over the Engineer's Estimate. There were no errors detected, mathematical or otherwise, that would require disqualification of any of the bidders. Liberty Civil Construction submitted the lowest bid in the amount of $18,828,544.00 at 10.93 percent below the Engineers Estimate.

Based on the low bid amount, we recommend that Liberty Civil Construction be awarded the contract. Let us know if you have any questions.

Sincerely, Benesch and Company, Inc.

Fernando Gaytán, P.E.
Project Manager

Attachment: Bid Tabulation Analysis

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:
2025-1393361

Date Filed:
11/25/2025

Date Acknowledged:

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

Liberty Civil Construction, LLC.
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

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.

26IFB1
P679 - CR 460

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Haney, Heath	Leander, TX United States	X	
Ehrhardt, Michael	Leander, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Williamson County, State of Texas, on the 25 day of November (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:
2025-1393361

Date Filed:
11/25/2025

Date Acknowledged:
11/25/2025

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

Liberty Civil Construction, LLC.
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

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.

26IFB1
P679 - CR 460

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Haney, Heath	Leander, TX United States	X	
Ehrhardt, Michael	Leander, 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 **76.**

Meeting Date: 12/09/2025

Bud Stockton Extension – Standard Utility Agreement with Jarrell Schwertner Water

Submitted By: Julissa Romero, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with Jarrell Schwertner Water for utility relocations on the Bud Stockton Extension Project, a Road Bond Project in Commissioner Precinct 4.

Background

Jarrell Schwertner Water has existing facilities in conflict with the Bud Stockton Extension Project. The Standard Utility Agreement for the relocations is for a total amount of $160,101.70. Jarrell Schwertner Water is 97.99% eligible for reimbursement, which is $156,883.66, minus another 3.52% for betterments. The total anticipated reimbursement to Jarrell Schwertner Water by the County is $151,361.35 (97.99% of $160,101.70 minus another 3.52%).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BudStockton_JSW-SUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:01 AM
Form Started By: Julissa Romero		Started On: 12/01/2025 07:32 AM
Final Approval Date: 12/03/2025		

Standard Utility Agreement

Project Name: Bud Stockton Loop Ext.
Project Letting Date: February 2023
Utility ID (TxDOT LUP): **NA**

Roadway: Bud Stockton Loop and CR 305
From: Bud Stockton
To: CR 305/CR 344

This Standard Utility Agreement ("Agreement") by and between Williamson County, Texas ("County"), and Jarrell-Schwertner Water Supply Corp, ("Utility"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the County.

WHEREAS, the County has deemed it necessary to make certain infrastructure improvements as designated by the County and, if applicable, approved by the Federal Roadway Administration and/or the State of Texas, within the limits of the project as indicated above;

WHEREAS, the proposed Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as indicated in the following statement of work: Relocation of approximately 1,000 linear feet of existing 6-inch waterline to a new 12-inch waterline, including associated valve installations, service line replacements, and surface restoration to accommodate the existing waterline conflicts with the Bud Stockton Loop Project.; and more specifically as shown in the Utility's plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the County will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for the County participation.

WHEREAS, the County, upon receipt of evidence it deems sufficient, acknowledges the Utility's interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The County will pay to the Utility the costs incurred in adjustment, removal, and relocation of the Utility's facilities up to the amount said costs may be eligible for County participation.

All conduct under this Agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal, state, and county laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The Utility shall supply, upon request by the County, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the County's right of way or future right of way, until the County provides the Utility with written authorization to proceed with the physical work upon the County's completion and clearance of its environmental review of the Project. Any such work by the Utility prior to the County's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Project that has not yet been acquired by the County. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when the County has not obtained completion and clearance of its environmental review of the Project prior to the execution of this Agreement by the County and the Utility.

Initial	Date	Initial	Date
			10-23-2025
County		Utility	

If State and/or Federal funding applies to the Project, the Utility shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. If State and/or Federal funding applies to the Project, TxDOT Form 1818 (Material statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the Utility becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the County withholding reimbursement for the costs incurred by the Utility in the adjustment, removal, and relocation of the Utility's facilities; and (3) removal and replacement of the non-compliant products.

The Utility agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the County, or may, with the County's approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the Utility. Bills for work hereunder are to be submitted to the County not later than six (6) months after completion of the field work. Failure to submit the request for final payment, in addition to all supporting documentation, within six (6) months after completion of the field work may result in forfeiture of payment for said work.

When requested, the County will make intermediate payments at not less than monthly intervals to the Utility when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, if the approved accounting method is a lump sum, the County agrees to pay the Utility an agreed lump sum of $NA as supported by the attached estimated costs. The County will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the Utility in the agreed amount.

Upon execution of this Agreement by both parties hereto, the County will, by written notice, authorize the Utility to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the County or any other party with the Utility's ability to proceed with the work, or any other event in which the Utility has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the Utility.

This Agreement in its entirety consists of the following elements:

Standard Utility Agreement – WILCO-U-SUA;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – WILCO-U-JB (Attachment "D");
- Utility Joint Use Agreement – WILCO-U-JUA (Attachment "E");
- Eligibility Ratio Calculation (Attachment "F");
- Comparative Betterment Calculation and Estimate (Attachment "G"); and
- Proof of Property Interest – WILCO-U-Affidavit (Attachment "H").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this Agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this Agreement or a written change or extra work order approved by the County and the Utility.

Initial	Date	Initial	Date
		JS	10-23-2025
County		Utility	

This Agreement is subject to termination, without cause and for convenience, by the County at any time up to the date that work under this Agreement has been authorized, and such cancellation will not create any liability on the part of the County. However, the County will review and reimburse the Utility for eligible costs incurred by the Utility in preparation of this Agreement.

The County Auditor may conduct an audit or investigation of any entity receiving funds from the County directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the County Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the County Auditor with access to any information the County Auditor considers relevant to the investigation or audit.

The Utility by execution of this Agreement does not waive any of the rights that the Utility may have within the limits of the law.

It is expressly understood that the Utility conducts the adjustment, removal, and relocation at its own risk, and that the County makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

UTILITY

Utility: Jarrell-Schwertner Water Supply

By: Joe Simmons

Print Name: Joe Simmons

Title: General Manager

Date: 10-23-2025

THE COUNTY OF WILLIAMSON

Executed and approved for the County of Williamson Texas for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Williamson County, Texas.

By: _____
Presiding Officer of the
Williamson County Commissioners Court

Date: _____

REVIEWED
By Harsha Shetty on 11/13/2025

APPROVED
By Christen Eschberger at 3:59 pm, Dec 01, 2025

REVIEWED
By Eddie Church, P.E. at 10:11 am, Nov 24, 2025

_____ _____
Initial Date
County

JS 10-23-2025
Initial Date
Utility

Attachment "A"
Plans, Specifications, and Estimated Costs

Funding Sources

Select all that apply

☐ City of _____

☒ Williamson County, Texas

☐ State of Texas *

☐ Federal *

*Buy America Compliance only applies when State or Federal funding is present.

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*) on the attached estimate.

☐ Currently, **this Project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of this Project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this Project that fall under the De Minimis equation. Calculations showing the total cost does not exceed one-tenth of one percent (0.1%) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

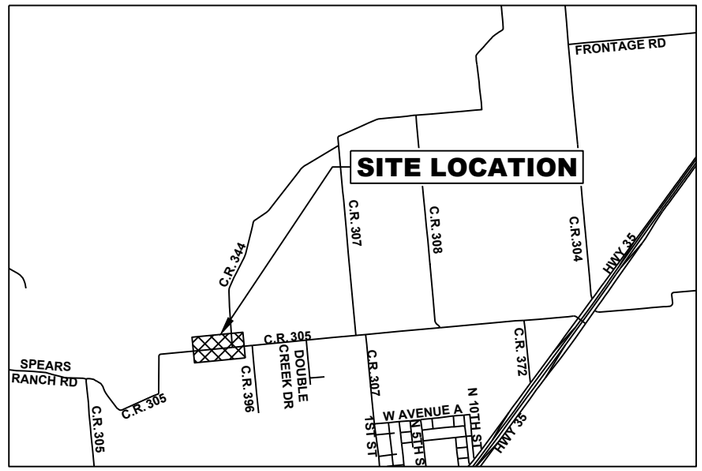
☐ We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to the County indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

Initial	Date	Initial	Date
		JS	10-23-2024
County		Utility	

JARRELL SCHWERTNER WATER SUPPLY CORPORATION

C.R. 305 @ C.R. 344 WATERLINE IMPROVEMENT



RECORD DRAWING

These record documents are provided based on information furnished by the Contractor upon which Kasberg, Patrick & Associates, LP has the right to rely and without any warranty as to their fitness for any purpose. The owner agrees that any use of these documents is at its sole risk and further, to the fullest extent permitted by law, releases Kasberg, Patrick & Associates, LP from any liabilities arising out of any use or modification of the documents.

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS F-510

Date: 10/09/2023 **By:** _____

Board Members

Board President
Mark Harbin

Vice President
John Valenta

Secretary/Treasurer
Pam Oakes

Directors
Donnie Tschoerner
Ed Krause
John Valenta
Louis Danek
Mike Dunnam
Tom Maddden

General Manager
Joe Simmons

JARRELL SCHWERTNER WATER SUPPLY CORPORATION
C.R. 305 @ C.R. 344 WATERLINE IMPROVEMENT

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
FIRM REGISTRATION NO. F-510

February 21, 2023

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FILE: P:\JSWSC\2022\2022-102 Northwest WL Imp\CAD_CR 307 PHASE 1\Plans\GENERAL\22-102 - GENERAL.dwg **LAST SAVED:** 4/19/2023 7:33:54 AM **LAYOUT:** COVER

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G-04 EROSION CONTROL NOTES AND DETAILS
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C-06 WATERLINE ABANDOMENT SHEET
WATERLINE PLAN & PROFILE SHEETS
P-01 WL 'A' - STA. 1+00 TO 6+00
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P-03 WL 'B' - STA. 1+00 TO END
DETAIL SHEETS
D-01 WATERLINE DETAILS
D-02 PIPE EMBEDMENT (1 OF 2)
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ADDENDUM
AD-01 ADDENDUM 01

LEGEND

- PROPOSED WATERLINE (12" W)
- PROPOSED WASTEWATER LINE (8" WW)
- EXISTING WATER LINE (TO REMAIN)
- EXISTING WATER LINE (TO BE ABANDONED)
- EXISTING WASTEWATER LINE (TO REMAIN)
- EXISTING WASTEWATER LINE (TO BE ABANDONED)
- EXISTING GAS LINE
- PROPOSED RIGHT-OF-WAY / PROPERTY LINE
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- WOODEN PRIVACY FENCE
- OVERHEAD ELECTRIC LINE
- UNDERGROUND TELEPHONE CABLE
- TOP OF SLOPE
- TOE OF SLOPE / FLOWLINE
- EXISTING EDGE OF ASPHALT
- PERMANENT UTILITY EASEMENT (P.U.E.)
- TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)
- EXISTNG PROPERTY LINE
- CHAIN LINK FENCE
- METAL FENCE
- WIRE FENCE

GENERAL

- MON — MONUMENT
- FLAG POLE
- IPS — IRON PIN SET
- IPF — IRON PIN FOUND
- SIGN
- BM — BENCHMARK
- TREE SYMBOL
- NS — NAIL SET/FOUND
- FND — "X" IN CONCRETE FOUND/SET (LABEL)
- BH — BORE HOLE
- BP — BOLLARD POST
- FP — FENCE POST
- GROUND LIGHT
- GR — GROUNDING ROD
- RRCBX — RAILROAD CONTROL BOX
- MARKER SIGN
- MBX — MAIL BOX

ELECTRIC

- EB — ELECTRIC BOX
- LP — LIGHT POLE
- PP — POWER POLE
- GUY — GUY
- E — MANHOLE
- JBX — JUNCTION BOX
- TSP — TRAFFIC SIGNAL POLE/BOX /CONTROL PANEL

TELLECOMM/CABLE

- TRB — TELEPHONE RISER BOX
- T — MANHOLE
- CBX — CABLE BOX
- CPED — CABLE PEDESTAL
- JBX — JUNCTION BOX
- TP — TELEPHONE POLE
- PBX — PULL BOX

WATER

- FH — FIRE HYDRANT
- WV — WATER VALVE 1
- WV — WATER VALVE 2
- WM — WATER METER
- W — MANHOLE
- PIPE FITTING
- REDUCER
- HB — HOSE BIB
- SCBX — SPRINKLER CONTROL BOX
- SCV — SPRINKLER CONTROL VALVE
- AIR RELEASE VALVE

WASTEWATER

- WW — MANHOLE
- PIPE FITTING
- CO — CLEANOUT

STORM SEWER

- S — MANHOLE
- AREA DRAIN

GAS

- GM — GAS METER

ABBREVIATION KEY

F.L. ELEV.	FLOW LINE ELEVATION
TOC ELEV.	TOP OF CURB ELEVATION
TOA ELEV.	TOP OF ASPHALT ELEVATION
L.F.	LINEAR FEET
STA.	STATION
P.I.	POINT OF INTERSECTION
HPI	HORIZONTAL POINT OF INTERSECTION
VPI	VERTICAL POINT OF INTERSECTION
TOC	TOP OF CURB
EOC	EDGE OF CONCRETE
EOP	EDGE OF PAVEMENT

RECORD DRAWING
These record documents are provided based on information furnished by the contractor upon which Kasberg, Patrick & Associates, LP ("KPA") has the right to rely. Use and/or modification of these documents by a third party, other than Owner, is at its sole risk and KPA shall have no liability for damages arising out of such use and/or modification by a third party, other than Owner.

NO.	DATE	REVISION	BY

© 2022 Kasberg, Patrick & Associates, LP
KPA Firm Registration Number F-510

Plot Date: 10/10/2023 9:50:47 AM
Plotted By: EHARRIS

PROJECT NO. 22-102
DRAWN BY Eric Harris
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/09/2023

STATE OF TEXAS — ALVIN R. SUTTON, III — 96530 — LICENSED PROFESSIONAL ENGINEER

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

JARRELL SCHWERTNER WATER SUPPLY CORPORATION
C.R. 305 @ C.R. 344 WATERLINE IMPROVEMENT

GENERAL SHEETS
SHEET INDEX AND LEGEND

SHEET NO. G-02 OF 06 SHEETS

FILE: P:\JSWSC\2022\2022-102 Northwest WL Impl\CAD_CR 307 PHASE 1\Plans\GENERAL\22-102 - GENERAL.dwg LAST SAVED: 4/19/2023 7:33:54 AM LAYOUT: SHEET INDEX AND LEGEND

Texas Commission on Environmental Quality
Water Pollution Abatement Plan General Construction Notes

1. Written construction notification must be given to the appropriate TCEQ regional office no later than 48 hours prior to commencement of the regulated activity. Information must include the date on which the regulated activity will commence, the name of the approved plan for the regulated activity, and the name of the prime contractor and the name and telephone number of the contact person.

2. All contractors conducting regulated activities associated with this project must be provided with complete copies of the approved Water Pollution Abatement Plan and the TCEQ letter indicating the specific conditions of its approval. During the course of these regulated activities, the contractors are required to keep on-site copies of the approved plan and approval letter.

3. If any sensitive feature is discovered during construction, all regulated activities near the sensitive feature must be suspended immediately. The appropriate TCEQ regional office must be immediately notified of any sensitive features encountered during construction. The regulated activities near the sensitive feature may not proceed until the TCEQ has reviewed and approved the methods proposed to protect the sensitive feature and the Edwards Aquifer from any potentially adverse impacts to water quality.

4. No temporary aboveground hydrocarbon and hazardous substance storage tank system is installed within 150 feet of a domestic, industrial, irrigation, or public water supply well, or other sensitive feature.

5. Prior to commencement of construction, all temporary erosion and sedimentation (E&S) control measures must be properly selected, installed, and maintained in accordance with the manufacturers specifications and good engineering practices. Controls specified in the temporary storm water section of the approved Edwards Aquifer Protection Plan are required during construction. If inspections indicate a control has been used inappropriately, or incorrectly, the applicant must replace or modify the control for site situations. The controls must remain in place until disturbed areas are revegetated and the areas have become permanently stabilized.

6. If sediment escapes the construction site, off-site accumulations of sediment must be removed at a frequency sufficient to minimize offsite impacts to water quality (e.g., fugitive sediment in street being washed into surface streams or sensitive features by the next rain).

7. Sediment must be removed from sediment traps or sedimentation ponds not later than when design capacity has been reduced by 50%. A permanent stake must be provided that can indicate when the sediment occupies 50% of the basin volume.

8. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges (e.g., screening outfalls, picked up daily).

9. All spoils (excavated material) generated from the project site must be stored on-site with proper E&S controls. For storage or disposal of spoils at another site on the Edwards Aquifer Recharge Zone, the owner of the site must receive approval of a water pollution abatement plan for the placement of fill material or mass grading prior to the placement of spoils at the other site.

10. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. Where the initiation of stabilization measures by the 14th day after construction activity temporary or permanently cease is precluded by weather conditions, stabilization measures shall be initiated as soon as practicable. Where construction activity on a portion of the site is temporarily ceased, and earth disturbing activities will be resumed within 21 days, temporary stabilization measures do not have to be initiated on that portion of site. In areas experiencing droughts where the initiation of stabilization measures by the 14th day after construction activity has temporarily or permanently ceased is precluded by seasonal arid conditions, stabilization measures shall be initiated as soon as practicable.

11. The following records shall be maintained and made available to the TCEQ upon request: the dates when major grading activities occur; the dates when construction activities temporarily or permanently cease on a portion of the site; and the dates when stabilization measures are initiated.

12. The holder of any approved Edward Aquifer protection plan must notify the appropriate regional office in writing and obtain approval from the executive director prior to initiating any of the following:

    A. any physical or operational modification of any water pollution abatement structure(s), including but not limited to ponds, dams, berms, sewage treatment plants, and diversionary structures;

    B. any change in the nature or character of the regulated activity from that which was originally approved or a change which would significantly impact the ability of the plan to prevent pollution of the Edwards Aquifer;

    C. any development of land previously identified as undeveloped in the original water pollution abatement plan.

Austin Regional Office
2800 S. IH 35, Suite 100
Austin, Texas 78704-5712
Phone (512) 339-2929
Fax (512) 339-3795

San Antonio Regional Office
14250 Judson Road
San Antonio, Texas 78233-4480
Phone(210) 490-3096
Fax (210) 545-4329

THESE GENERAL CONSTRUCTION NOTES MUST BE INCLUDED ON THE CONSTRUCTION PLANS PROVIDED TO THE CONTRACTOR AND ALL SUBCONTRACTORS.
TCEQ-0592 (Rev. 3/15/07)

General Notes

1. All barricades, signs, and traffic control for this project shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

2. The bidders for this project shall familiarize themselves with all requirements of working in state and county rights-of-way and Jarrell Schwertner WSC easements. The bidders shall familiarize themselves with all insurance requirements for said work and shall include in their bids, insurance costs and insurance premiums that provide for the state of Texas, the city of Georgetown and the engineer as additional insured's under the contractor's policies.

3. Blasting is not permitted on this project.

4. All construction operations shall be accomplished in accordance with applicable regulations of the U.S. Occupational Safety and Health Administration. Copies of the OSHA standards may be purchased from the U.S. government printing office: information and related reference materials may be obtained from OSHA; 903 San Jacinto, Austin, Texas.

5. These plans prepared by Kasberg, Patrick & Associates, LP, do not extend to or include designs or systems pertaining to the safety of the contractor or its employees, agents or representatives in the performance of the work. The seal of Kasberg, Patrick & Associates, LP registered professional engineer(s) hereon does not extend to any such safety systems that may now or hereafter be incorporated in the work. The contractor shall prepare or obtain the appropriate safety systems, including the plans and specifications.

6. Contractor shall comply with all applicable local, state and federal requirements regarding excess and waste material, including methods of handling and disposal.

7. Contractor shall maintain access to public and private facilities during construction.

8. Contractor shall notify Jarrell Schwertner WSC a minimum of 3 working days, (Monday-Friday) in advance of construction startup, followed by a letter of confirmation. Contractor shall also give a minimum of 3 working days, (Monday-Friday), notice to all authorized inspectors, superintendents or persons in charge of private and public utilities affected by his operations prior to commencement of work.

9. Location of existing utilities shown on the plans was compiled from record information. No warranty is implied as to the actual location of existing utilities. Contractor shall field verify locations of existing utilities prior to the commencement of construction. Contractor should call the Jarrell Schwertner WSC at (512) 746-2114 for visual aide in identifying the approximate location of the existing utilities. If there are any conflicts between proposed and existing utilities, or if the existing utilities are in any way different from what is shown on the drawings, then it shall be the contractor's responsibility to notify the city or other affected utility before proceeding with any construction. The contractor shall be responsible for resolving all conflicts at his expense. Jarrell Schwertner WSC will consider any conflicts at said locations on a case-by-case basis in order to determine if the contractor should be reimbursed for his expense in solving said conflict.

10. Contractor shall make all due precautions to protect existing facilities from damage. Any damage to existing facilities incurred as a result of these construction operations are to be repaired immediately by the contractor to at least the preexisting condition at no additional cost to Jarrell Schwertner WSC.

11. Contractor shall coordinate interruptions of all utilities and services with all applicable utility company or companies. All work shall be in accordance with the requirements of the applicable utility company or agency involved.

12. When un-located or incorrectly located underground piping or a break in a line or other utilities and services are encountered during site work operations, the contractor shall notify the applicable utility company immediately to obtain procedure directions. Contractor shall cooperate with the applicable utility company in maintaining active services in operation.

13. Contractor shall locate material storage areas away from storm water conveyance systems. Contractor shall provide protected storage areas for chemicals, paints, solvents, fertilizers and other potentially toxic materials off site.

14. Burning is allowed in Williamson County by air curtain destructors method and prior written approval from applicable government agencies at the contractor's expense. The contractor can haul cleared vegetation to an acceptable off-site location with written approval by the owner's representative. Prior to construction the contractor shall designate to Jarrell Schwertner WSC 's representative, which method will be used for disposal of cleared vegetation.

15. Fuel storage is not allowed on this project.

16. Contractor shall advise owner immediately, verbally and in writing, of any fuel or toxic material spills onto the project construction area and the actions to be taken to remedy the problem.

17. Contractor is responsible for disposing of his fuels, materials, and contaminated excavations in a legally approved manner.

18. Contractor is responsible for complying with all applicable environmental laws.

19. Contractor is responsible for providing and maintaining sanitary facilities on this project for employees.

20. Contractor shall coordinate all materials testing, including soil density tests and related soils analysis. Tests shall be accomplished by an independent laboratory, at the frequency, time and location as specified in the technical specifications. A copy of the test results shall be forwarded to Jarrell Schwertner WSC's representative, and the contractor. Tests, which show unsatisfactory results, shall be repeated at the expense of the contractor subsequent to the contractor's remedial activities.

21. The trench excavation and shoring safety plan system as required by the laws of the state of Texas and as outlined in the technical specifications will be required as a minimum trench safety measure and shall be submitted to Jarrell Schwertner WSC prior to the beginning of construction. Implementation of the submitted trench safety plan shall be the sole responsibility of the contractor.

22. Existing paving, buildings and other items shown on the plans is not specifically related to the work of the contractor and is shown for information only.

23. Any water hauled to the site during the installation shall be paid by the contractor.

24. TxDOT requires 48-hour notification prior to any proposed work in state right of way.

25. This project is a calendar day project and therefore shall be void of rain days as credit to construction time. Jarrell Schwertner WSC will not accept rain days unless a month within the project time has had rain days in excess of the average rain days for that month. Days of drying for the project site will not be considered.

Month	Rain Days
January	7 days
February	7 days
March	7 days
April	7 days
May	8 days
June	6 days
July	6 days
August	5 days
September	7 days
October	7 days
November	7 days
December	7 days

Construction Layout/Project Coordination

1. Jarrell Schwertner WSC will provide the daily on-site construction representation for this project.

2. Pre-construction conference
   A. Prior to beginning work on the project and soon after the award of the contract, a conference will be held among the representatives of Jarrell Schwertner WSC, the engineer, the contractor, and any subcontractor that will be involved in the work. At that time, the contractor shall submit charts or briefs, outlining the manner of execution of the work that is intended in order to complete the specified work within the allotted time. This conference will more completely establish the sequence of work to be followed and establish the estimated progress schedule for completion of the various tasks. When applicable, the pre-construction conference will be held only after installation of the erosion and sedimentation controls. This conference may take place on the site to demonstrate competence with the erosion and sedimentation control plan and water pollution abatement plan.

   B. In addition, at this conference, the contractor shall be responsible for furnishing the engineer with all of the following, as specified herein or as directed by the engineer:
   - Samples of all materials to be used on the project with identification as to product name; name, location, phone number (including area code) and mailing address of product source and manufacturer, if different from source; content of product; amount of each ingredient in the product, and manufacturer's directions as to use and application of the product, if applicable.
   - Manufacturer's literature of all materials and equipment installed on the project.

3. Protection of vehicular and pedestrian traffic is of the utmost importance for the project. The traffic control and sequence of construction plan shall address all anticipated situations in this regard with sufficient detail.

4. The plans for this project show proposed elevations, slopes and dimensions that are intended for actual placement. However, there may be some instances where existing conditions make it impractical to achieve the ideal. In those instances, the Jarrell Schwertner WSC will assist the contractor in making proper field changes to better account for field conditions.

5. Jarrell Schwertner WSC's representative shall identify the limits of construction prior to commencement of the project.

Site Grading Notes

1. Contractor shall control dust caused by the work and comply with pollution control regulations of governing authorities.

2. Contractor shall remove built up material on adjacent public roadways resulting from his work. Cleaning shall be at least once a day.

3. Contractor shall protect stockpiled material such that storm water will not adversely affect erosion control, sidewalks, traffic, private property, or the San Gabriel River.

4. Required fill embankment shall be placed and compacted per technical specifications in maximum 6-inch loose lifts and compacted as stated in the specifications.

Paving And Concrete Notes

1. Any existing pavement, curbs and/or sidewalk damaged or removed by the contractor that are not a part of this contract shall be repaired by the contractor to at least the preexisting condition at his expense before acceptance of the work.

2. The contractor shall provide Jarrell Schwertner WSC with a barricade and signing plan, which will include how traffic will be handled during construction. The barricades, signs and lights shall conform to the latest edition of the Texas Manual On Uniform Traffic Control Devices For Streets And Highways. The contractor can utilize the typical TxDOT Traffic Control Sheets for this project.

3. All concrete to be class "a" for site work per technical specifications and all reinforcing steel to be ASTM A-615 grade 60, unless otherwise noted.

4. Natural subgrade - loose, disturbed or undisturbed natural subgrade beneath pavement should be scarified and rolled. Subgrade compactions shall not exceed 100%. Proof-rolling and preparation of subgrade shall be in accordance with TxDOT item 216 "proof rolling" and item 132 embankment.

5. Concrete rip rap shall be 4-inch thickness, class "b" concrete with 6" x 6" x #6 welded wire flat-sheet mesh. Finished concrete shall receive a broom finish and sprayed with type 2 membrane curing compound. The rip rap shall be placed with a 24-inch depth by 6-inch wide toe ditch at the bottom of slope edge and with an 18-inch depth by 6-inch wide toe ditch at the top of slope edge.

Project Notes

1. The contractor to contact Jarrell Schwertner WSC at (512) 746-2114 for existing utility locations prior to any excavation. In advance of construction, the contractor shall verify the locations of all utilities to be extended, tied to or altered, or subject to damage/inconvenience by the construction operations.

2. Contractor shall strip 6 inches of topsoil from all areas subject to grade modifications. Contractor shall remove any area of weak soil.

3. The contractor shall be responsible and liable for all job site safety, management of job site personnel, supervision of the use of job site equipment and direction of all construction procedures, methods and elements required to complete the construction of the proposed improvements.

4. The contractor shall protect all existing fences. In the event that a fence shall be removed, the contractor shall replace said fence or portion thereof with the same type of fencing to a quality of equal or better than the original fence. This work shall be considered subsidiary to the project, unless specifically identified in the bid form.

Testing And Submittals

1. The contractor shall be responsible for providing material samples as well as any manufacturers literature of materials used on this project as required by the engineer. Any costs associated with any sampling and testing shall be the responsibility of the contractor. These costs shall be considered as incidental and the contractor will not be entitled to any additional compensation.

2. The contractor shall be responsible for and pay for all charges of testing laboratories for services in connection with initial tests made on all imported materials to the project sites including but not limited to embedment materials, fill material, backfill material, select material, crushed limestone base, subbase, concrete, steel, wood forms, liquid asphalt, aggregate, water, cement, curing compound, guard rail, etc. The tests for which the contractor will typically be responsible are Atterberg limits, sieve analysis, plasticity indices, mix design, California bearing ratios, proctors (moisture density curves) and all tests required by the specifications that prove the material brought to the project sites meets or exceeds the specifications and contract documents. The owner, the city of Georgetown, will pay all the charges of testing laboratories for services in connection with in place field densities, concrete cylinders testing, HMAC density tests and any in place test required for quality assurance. Retesting after failure of in place tests shall be at the expense of the contractor.

Americans with disabilities act

1. This project is intended to conform to the Americans With Disabilities Act.

2. The contractor shall be aware of construction procedures, finished product requirements of this act, and coordinate all activities to satisfy this act.

RECORD DRAWING
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NO.	DATE	REVISION	BY

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KPA Firm Registration Number F-510

Plot Date: 10/10/2023 9:50:47 AM
Plotted By: EHARRIS

PROJECT NO. 22-102
DRAWN BY Eric Harris
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/09/2023

STATE OF TEXAS · ALVIN R. SUTTON, III · 96530 · LICENSED PROFESSIONAL ENGINEER

KPA

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

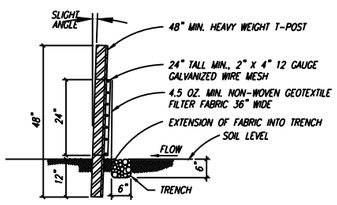
JARRELL SCHWERTNER WATER SUPPLY CORPORATION
C.R. 305 @ C.R. 344 WATERLINE IMPROVEMENT

GENERAL SHEETS
GENERAL NOTES

SHEET NO.
G-03 OF 06 SHEETS

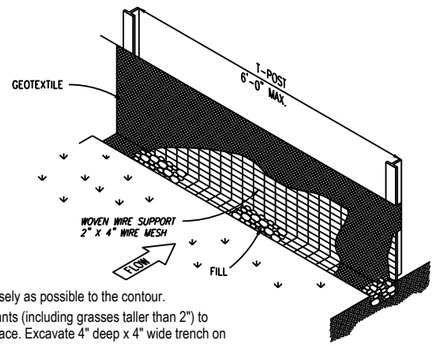
FILE: P:\JSWSC\20222022-102 Northwest WL Imp\CAD_CR 307 PHASE 1\Plans\GENERAL\22-102 - GENERAL.dwg LAST SAVED: 4/19/2023 7:33:54 AM LAYOUT: GENERAL NOTES

FILE: P:\USWSC\2022\2022-102 Northwest WL Imp\CAD_CR 307 PHASE 1\Plans\GENERAL\22-102 - GENERAL.dwg LAST SAVED: 4/19/2023 7:33:54 AM LAYOUT: EROSION CONTROL NOTES AND DETAILS



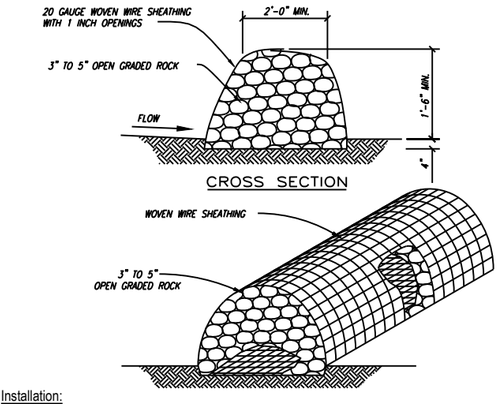
CROSS SECTION

Inspection and maintenance guidelines:
- Inspect all fencing weekly, and after any rainfall event.
- Remove sediment when buildup reaches 6 inches.
- Replace any torn fabric.
- Replace or repair any sections crushed or collapsed in the course of construction activity.



Installation:
- Layout the silt fence following as closely as possible to the contour.
- Clear the ground of debris, rocks, plants (including grasses taller than 2") to provide a smooth flow approach surface. Excavate 4" deep x 4" wide trench on upstream side of face per plans.
- Drive the heavy duty t-post at least 12 inches into the ground and at a slight angle towards the flow.
- Attach the 2" x 4" 12 gauge welded wire mesh to the t-post with 11 1/2 gauge galvanized t-post clips. the top of the wire to be 24" above ground level. The welded wire mesh to be overlapped 6" and tied at least 6 times with hog rings.
- The silt fence to be installed with a skirt a minimum of 11" wide placed on the uphill side of the fence inside excavated trench. The fabric to overlap the top of the wire by 1".
- Anchor the silt fence by backfilling with excavated dirt and rocks.
- Geotextile splices should be a minimum of 18" wide attached in at least 6 places. Splices in concentrated flow areas will not be accepted.

SILT FENCE DETAIL
NOT TO SCALE

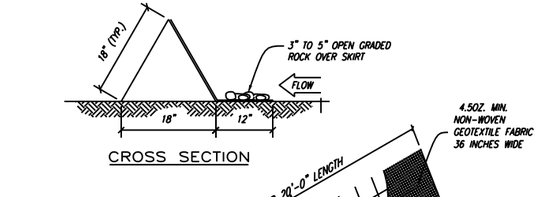


CROSS SECTION

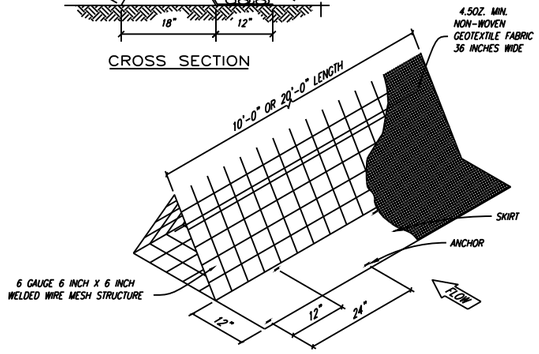
Installation:
- Layout the rock berm following as closely as possible to the contour.
- Clear the ground of debris, rocks or plants that will interfere with installation.
- Place woven wire fabric on the ground along the proposed installation with enough overlap to completely encirclethe finished size of the berm.
- Place the rock along the center of the wire to the designated height.
- Wrap the structure with the previously placed wire mesh secure enough so that when walked across the structure retains it's shape.
- Secure with tie wire.
- The ends of the berm should be tied into existing upslope grade and the berm should be buried in a trench approx. 4 inches deep to prevent failure of the control.
- The rock berm should be left in place until all upstream areas are stabilized and accumulated silt removed.

Inspection and Maintenance Guidelines:
- Inspection should be made weekly and after each rainfall event by the responsible party. for installations in streambeds, additional daily inspections should be made.
- Remove sediment and other debris when buildup reaches 6 inches and dispose of the accumulated silt in an approved manner.
- Repair any loose wire sheathing.
- The berm should be reshaped as needed during inspection.
- The berm should be replaced when the structure ceases to function as intended due to silt accumulation among the rocks, washout, construction traffic damage, etc.

ROCK BERM DETAIL
NOT TO SCALE



CROSS SECTION



Installation:
- Layout the filter dike following as closely as possible to the contour.
- Clear the ground of debris, rocks or plants that will interfere with installation.
- Place the filter dike sections one at a time, with the skirt on the uphill side towards the direction of flow anchoring each section to the ground before the next section is placed.
- Anchors should be placed on 2'-0" centers alternating from front to back so that there is actually only 1'-0" in between anchors.
- Securely fasten the skirt from one section of filter dike to the next.
- Filter dikes shall maintain continuous contact with the ground.
- After the site is completely stabilized, the dikes and any remaining silt should be removed. Silt should be disposed of in a manner that will not contribute to additional siltation.

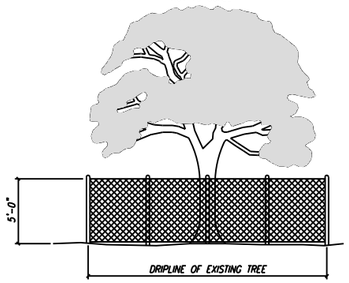
Inspection and Maintenance Guidelines:
- Inspection should be made weekly or after each rainfall event and repair or replacement should be made promptly as needed by the contractor.
- Inspect and realign berms as needed to prevent gaps between the sections.
- Accumulated silt should be removed after each rainfall event, and disposed of in a manner which shall not cause additional siltation.

TRIANGULAR FILTER DIKE
NOT TO SCALE

EROSION/SEDIMENTATION AND TREE PROTECTION NOTES

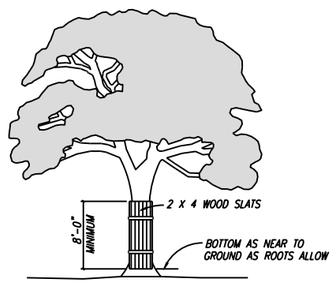
1. *The contractor to install and maintain erosion/sedimentation controls and tree/natural area protective fencing prior to any site preparation work (clearing, grubbing, grading, or excavation). Contractor to remove erosion/sedimentation controls at the completion of project and grass restoration.*
2. *The placement of erosion/sedimentation controls to be in accordance with the approved erosion and sedimentation control plan and water pollution abatement plan. Deviations from the approved plan shall be submitted to and approved by the owner's representative.*
3. *All disturbed areas to be restored as noted in the water pollution abatement plan.*
4. *The seeding for erosion control to be applied over areas disturbed by construction as follows:*

   From September 15 to March 1, seeding to be with a combination of 2 pounds per 1,000 square feet of unhulled bermuda and 2 pounds per 1,000 square feet of winter rye with a purity of 95% with 90% germination.
   From march 2, to September 14, seeding to be with hulled bermuda grass (cynoden dactolyn) at a rate of 2 pounds per 1,000 square feet with a purity of 95% with 85% germination.
5. *The planted area to be irrigated or sprinkled in a manner that will not erode the topsoil, but will sufficiently soak the soil to a depth of four (4) inches. The irrigation to occur at 10-day intervals during the first two months. Rainfall occurrences of 1/2 inch or greater to postpone the watering schedule one week.*
6. *Restoration to be acceptable when the grass has grown at least 1-1/2 inches high with 95% coverage, provided no bare spots larger than 25 square feet exist.*
7. *A minimum of four (4) inches of topsoil to be placed in all areas disturbed by construction.*
8. *The contractor to hydromulch or sod (as shown on plans) all exposed cuts and fills upon completion of construction, except where cuts are made in solid rock.*
9. *Erosion and sedimentation controls to be installed or maintained in a manner which does not result in soil buildup within tree dripline.*
10. *To avoid soil compaction, contractor shall not allow vehicular traffic, parking, or storage of equipment or materials in the tree dripline areas.*
11. *Where a fence is closer than four (4) feet to a tree trunk, protect the trunk with strapped-on planking to a height of eight (8) feet (or to the limits of lower branching) in addition to the fencing.*
12. *Trees to be removed in a manner which does not impact trees to be preserved.*
13. *Any root exposed by construction activity to be pruned flush with the soil. Backfill root areas with good quality topsoil as soon as possible. If exposed root areas are not backfilled within two days, cover them with organic material in a manner which reduces soil temperature and minimizes water loss due to evaporation.*
14. *Contractor to prune vegetation to provide clearance for structures, vehicular traffic, and equipment before damage occurs (ripping of branches, etc.). All finished pruning to be done according to recognized, approved standards of the industry (reference the "National Arborist Association pruning standards for shade trees").*
15. *The contractor is to inspect the controls at weekly intervals and after every rainfall exceeding 1/4 inch to verify that they have not been significantly disturbed. Any accumulated sediment after a significant rainfall to be removed and placed in the owner designated spoil disposal site. The contractor to conduct periodic inspections of all erosion/sedimentation controls and to make any repairs or modifications necessary to assure continued effective operation of each device.*
16. *Where there is to be an approved grade change, impermeable paving surface, tree well, or other such site development immediately adjacent to a protected tree, erect the fence approximately two to four feet (2'-4') behind the area in question.*
17. *No above and/or below ground temporary fuel storage facilities to be stored on the project site.*
18. *If erosion and sedimentation control systems are existing from prior contracts, owner's representative and the contractor to examine the existing erosion and sedimentation control systems for damage prior to construction. Any damage to preexisting erosion and sedimentation controls noted to be repaired at owners expense.*
19. *Intentional release of vehicle or equipment fluids onto the ground is not allowed. contaminated soil resulting from accidental spill to be removed and disposed of properly.*



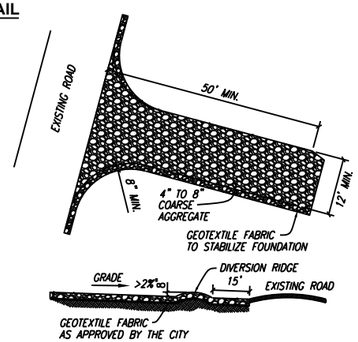
Notes:
1. Tree protection fences shall be installed prior to the commencement of any site preparation work (clearing, grubbing or grading).
2. Fences shall completely surround the tree, or clusters of trees; will be located at the outermost limit of the tree branches (dripline), and will be maintained throughout the construction project in order to prevent the following:
   A. Soil compaction in the root zone area resulting from vehicular traffic, or storage of equipment or materials.
   B. Root zone disturbances due to grade changes (greater than six inches (6") cut or fill or trenching not reviewed and authorized by the city.
   C. Wounds to exposed roots, trunks or limbs by mechanical equipment.
   D. Other activities detrimental to trees, such as chemical storage, cement truck cleaning and fire.
3. Exceptions to installing fences at tree driplines may be permitted in the following cases:
   A. Where permeable paving is to be installed, erect the fence at the outer limits of the permeable paving area.
   B. Where trees are close to proposed buildings, erect the fence no closer than six feet (6'-0") to building.

TREE PROTECTION - CHAIN LINK FENCE
NOT TO SCALE



Notes:
1. Where any exceptions result in a fence being closer than four feet (4'-0") to a tree trunk protect the trunk with strapped-on-planking to a height of eight feet (8'-0"), or to the limits of lower branching in addition to the reduced fencing provided.
2. Any roots exposed by construction activity shall be pruned flush with the soil. Backfill root areas with good quality top soil as soon as possible. If exposed root areas are not backfilled within two (2) days, cover them with organic material in a manner which reduces soil temperature, and minimizes water loss due to evaporation.
3. Prior excavation or grade cutting within tree dripline. Make a clean cut between the disturbed and undisturbed root zones with a rock saw or similar equipment, to minimize damage to remaining roots.
4. Trees most heavily impacted by construction activities should be watered deeply once a week during periods of hot, dry weather. Tree crowns should be sprayed with water periodically to reduce dust accumulation on the leaves.
5. Any trenching required for the installation of landscape irrigation shall be placed as far from existing tree trunks as possible.
6. No landscape topsoil dressing greater than four inches (4") shall be permitted within the dripline of a tree. No soil is permitted on the root flare of any tree.
7. Pruning to provide clearance for structures, vehicular traffic and equipment shall take place before construction begins.

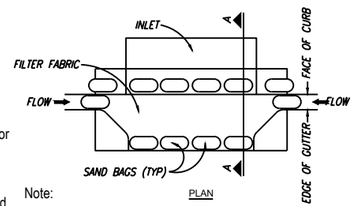
TREE PROTECTION - WOOD SLATS
NOT TO SCALE



Installation:
- Clear the area of debris, rocks or plants that will interfere with installation.
- Grade the area for the entrance to flow back on to the construction site. Runoff from the stabilized construction
- Entrance onto a public street will not be accepted.
- Place geotextile fabric if required.
- Place rock as required.

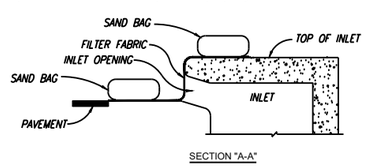
Inspections and maintenance guidelines:
- The entrance should be maintained in a condition, which will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or cleanout of any measures used to trap sediment.
- All sediment spilled, dropped, washed or tracked on to public rights-of-way should be removed immediately by contractor.
- When necessary, wheels should be cleaned to remove sediment prior to entrance onto public rights-of-way.
- When washing is required, it should be done on an area stabilized with crushed stone that drains into an approved sediment trap or sediment basin.
- All sediment should be prevented from entering any storm drain, ditch or water course by using approved methods.

STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE



PLAN

Note:
Filter fabric to extend 5'-0" beyond inlet opening, upstream of inlet. Terminate fabric in street gutter with sand bags placed in gutter flowline.



SECTION "A-A"

CURB INLET PROTECTION DETAIL
NOT TO SCALE

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NO.	DATE	REVISION	BY

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KPA Firm Registration Number F-510

Plot Date: 10/10/2023 9:50:47 AM
Plotted By: EHARRIS

PROJECT NO. 22-102
DRAWN BY Eric Harris
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/09/2023

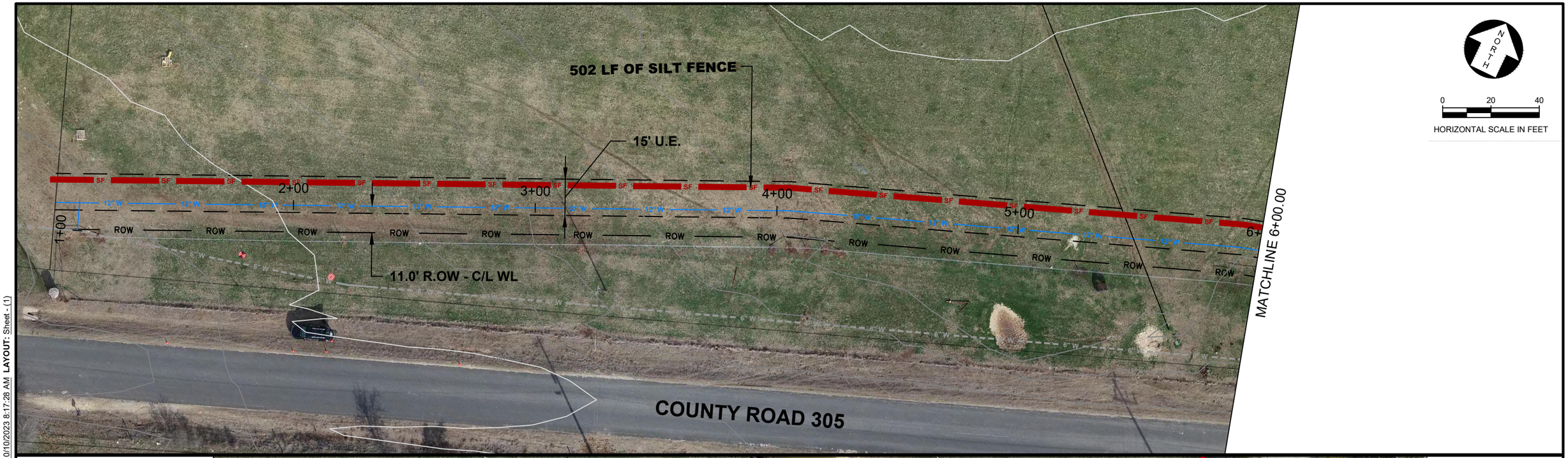
STATE OF TEXAS
ALVIN R. SUTTON, III
96530
LICENSED
PROFESSIONAL ENGINEER

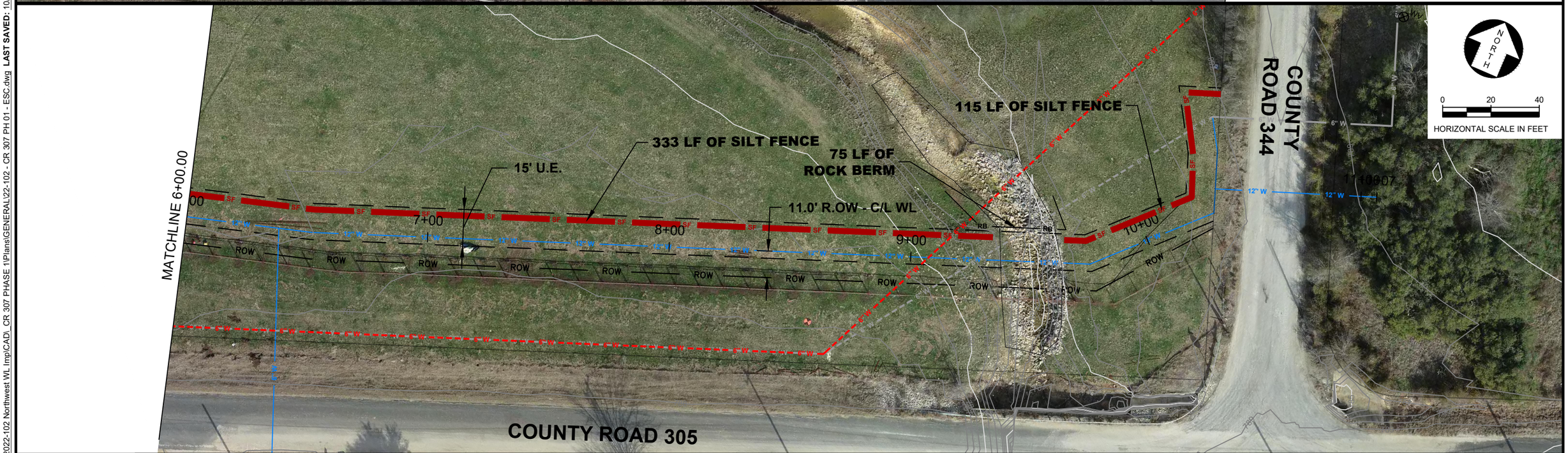
KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

JARRELL SCHWERTNER WATER SUPPLY CORPORATION
C.R. 305 @ C.R. 344 WATERLINE IMPROVEMENT

GENERAL SHEETS
EROSION CONTROL NOTES AND DETAILS

SHEET NO. G-04 OF 06 SHEETS





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RECORD DRAWING

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Plot Date: 10/10/2023 9:50:58 AM
Plotted By: EHARRIS

PROJECT NO. 22-102
DRAWN BY Eric Harris
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/09/2023

STATE OF TEXAS
ALVIN R. SUTTON, III
96530
LICENSED
PROFESSIONAL ENGINEER

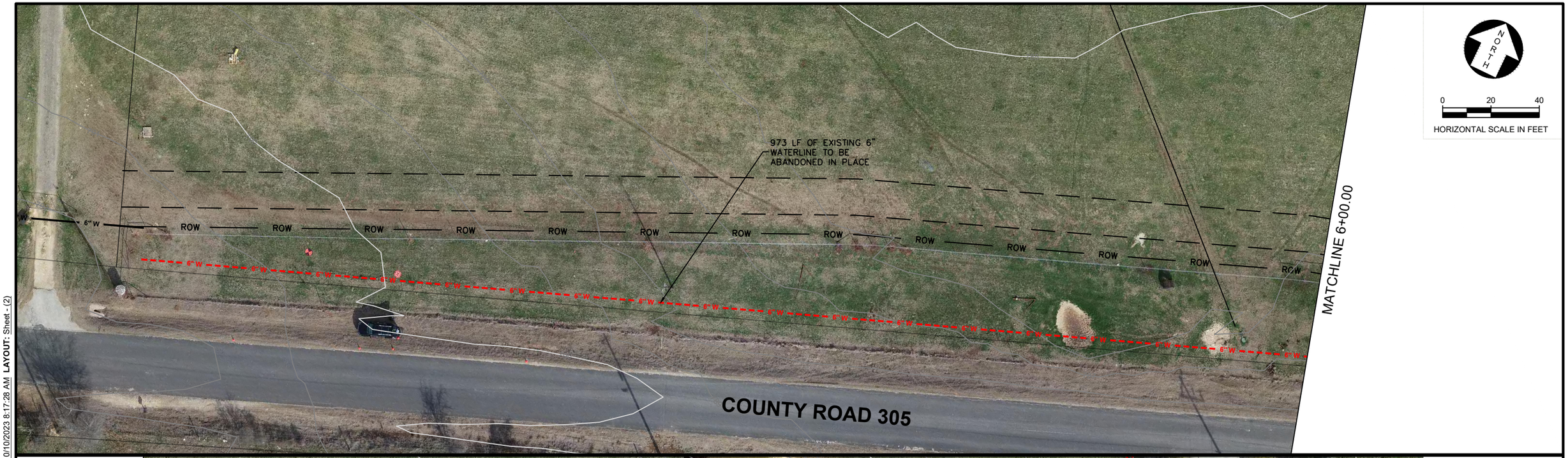
KPA

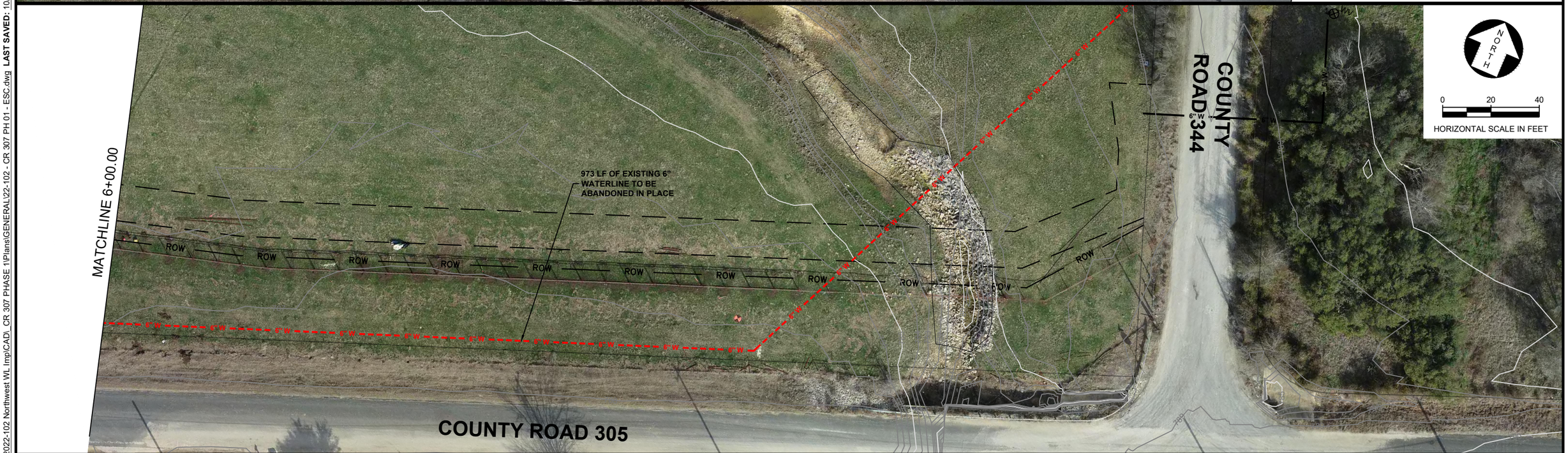
KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

JARRELL SCHWERTNER WATER SUPPLY CORPORATION
C.R. 305 @ C.R. 344 WATERLINE IMPROVEMENT

EROSION & SEDIMENTATION CONTROL PLAN SHEET
STA 1+00 TO 11+26

SHEET NO.
G-05 OF
06 SHEETS





FILE: P:\USWSC\2022\2022-102 Northwest WL Imp\CAD_CR 307 PHASE 1\Plans\GENERAL\22-102 - CR 307 PH 01 - ESC.dwg **LAST SAVED:** 10/10/2023 8:17:28 AM **LAYOUT:** Sheet - (2)

RECORD DRAWING

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NO.	DATE	REVISION	BY

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KPA Firm Registration Number F-510

Plot Date: 10/10/2023 9:51:02 AM
Plotted By: EHARRIS

PROJECT NO. 22-102
DRAWN BY Eric Harris
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/09/2023

STATE OF TEXAS
ALVIN R. SUTTON, III
96530
LICENSED
PROFESSIONAL ENGINEER

KPA

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

JARRELL SCHWERTNER WATER SUPPLY CORPORATION
C.R. 305 @ C.R. 344 WATERLINE IMPROVEMENT

WATERLINE ABANDONMENT SHEET
BEG. TO END

SHEET NO.
C-06 OF 06 SHEETS

WARRANTY DEED
02/14/1998
WILLIAMSON COUNTY
2706 SQUARE FEET
DOC. NO. 2008033918
O.P.R.W.C.T.

STA 1+00.00
END WATERLINE 'C' @ STA. 1+81.52
FURNISH AND INSTALL
1 - 6" 90° BEND
TIE PROPOSED 6" WATERLINE TO EXISTING 6" WATERLINE (W)
1 - 6" CAP (E)
6" WATERLINE TO BE ABANDONED (E)
N 10277302.711
E 3143951.615

STA 1+11.53
FURNISH AND INSTALL
1 - 12"x6" TEE
1 - 12"x6" REDUCER (W)
1 - 6" GATE VALVE (S)
1 - 12" GATE VALVE (W)
1 - 12" 5' SPOOL PIECE W/ CAP (W)
N 10277313.483
E 3143947.502

15' U.E.

STA 4+05.36
H.P.I. - V.P.I.
N 10277437.745
E 3144213.763

STA 5+43.29
FURNISH AND INSTALL
1 - 2" WATER METER
CONNECT TO EXISTING SERVICE LINE
N 10277487.221
E 3144342.512

EXISTING SERVICE LINE

STA 5+92.75
H.P.I.
N 10277504.962
E 3144386.680

PROPOSED 12" P.V.C.

11' R.O.W. - C/L WL

FURNISH AND INSTALL:
1" WET TAP
N 10277276.495
E 3143882.969

PROPOSED 90 LF OF 1" SERVICE LINE

PROPOSED 70LF 2" ENCASEMENT PIPE

100 LF OF 3/4" SERVICE LINE

RELOCATE EXISTING METER

CUT AND CAP EXISTING 2" WATERLINE
N 10277197.148
E 3143942.306

PROPOSED ASPHALT

COUNTY ROAD 305

ASPHALT

GRAVEL

ASPH.

MBX

TANK W/PUMP

WM

MATCHLINE 6+00.00

NORTH

0 20 40
HORIZONTAL SCALE IN FEET

0 2 4
VERTICAL SCALE IN FEET

PROPOSED 6" P.V.C. SLOPE 1.63%

PROPOSED 12" P.V.C. SLOPE 1.63%

EXISTING GROUND

MIN. 36" GROUND COVER

PROPOSED 12" P.V.C. SLOPE 0.15%

STA 1+00.00
END WATERLINE 'C' @ STA. 1+81.52
FURNISH AND INSTALL
1 - 6" 90° BEND
TIE PROPOSED 6" WATERLINE TO EXISTING 6" WATERLINE (W)
1 - 6" CAP (E)
6" WATERLINE TO BE ABANDONED (E)

STA 1+11.53
FURNISH AND INSTALL
1 - 12"X6" TEE
1 - 12"X6" REDUCER (W)
1 - 6" GATE VALVE (S)
1 - 12" GATE VALVE (W)
1 - 12" 5' SPOOL PIECE W/ CAP (W)
T.O.P. ELEV= 787.35

STA 4+05.36
H.P.I. - V.P.I.
T.O.P. ELEV= 782.56

STA 5+43.29
FURNISH AND INSTALL
1 - 2" WATER METER
CONNECT TO EXISTING SERVICE LINE
T.O.P. ELEV= 782.77

STA 5+92.75
H.P.I.
T.O.P. ELEV= 782.80

792 788 784 780 776

0+50 1+00 1+50 2+00 2+50 3+00 3+50 4+00 4+50 5+00 5+50 6+00 6+25

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NO.	DATE	REVISION	BY

© 2022 Kasberg, Patrick & Associates, LP
KPA Firm Registration Number F-510

Plot Date: ----
Plotted By: SILIFF

PROJECT NO. 22-102
DRAWN BY Eric Harris
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/09/2023

STATE OF TEXAS
ALVIN R. SUTTON, III
96530
LICENSED PROFESSIONAL ENGINEER

KPA

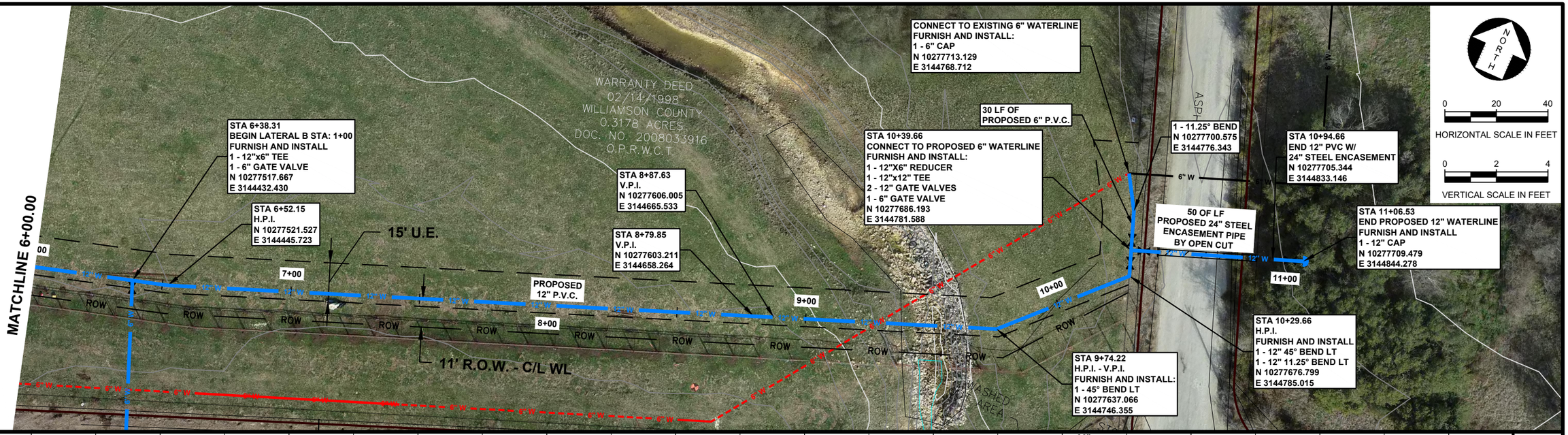
KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

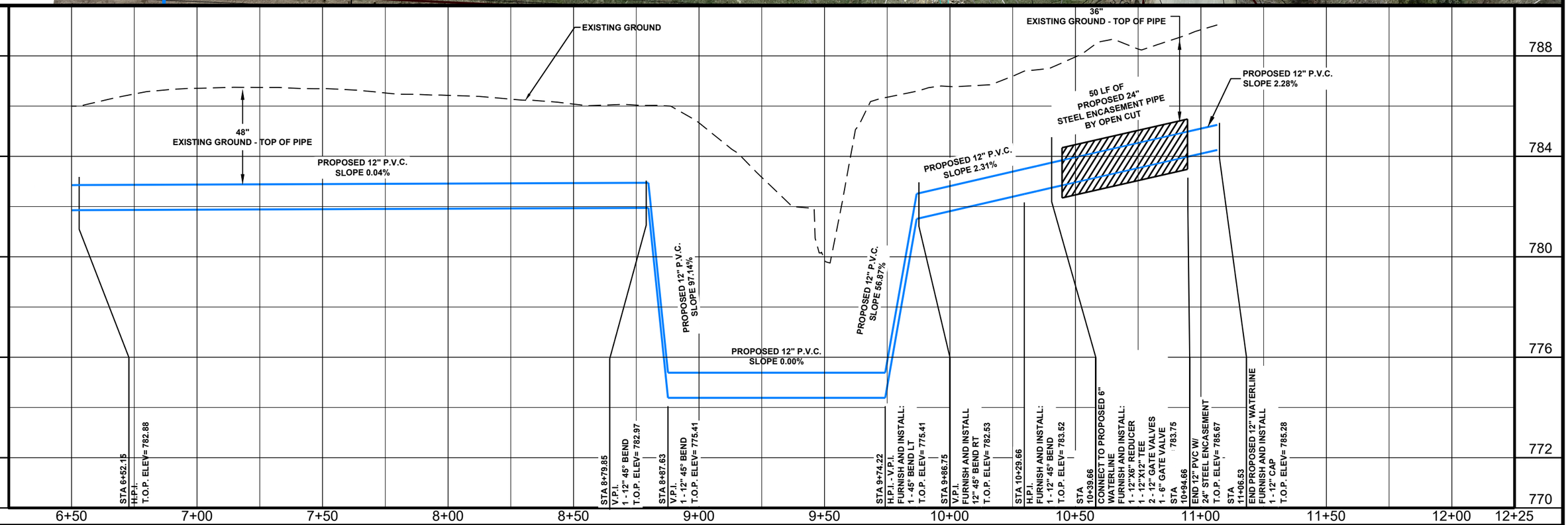
JARRELL SCHWERTNER WATER SUPPLY CORPORATION
C.R. 305 @ C.R. 344 WATERLINE IMPROVEMENT

WATERLINE PLAN & PROFILE SHEETS
WL 'A' - STA. 1+00 TO 6+00

SHEET NO.
P-01 OF
03 SHEETS

FILE: P:\JSWSC\2020\2020-106 Hackberry_IH 35 WL\CAD\Base\tblock\hackberry_plan tblocks.dwg LAST SAVED: 5/11/2020 10:52:03 AM LAYOUT: 11X17 GENERAL





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NO.	DATE	REVISION	BY

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KPA Firm Registration Number F-510

Plot Date: 10/10/2023
Plotted By: EHARRIS

PROJECT NO. 22-102
DRAWN BY Eric Harris
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/09/2023

STATE OF TEXAS
ALVIN R. SUTTON, III
96530
LICENSED
PROFESSIONAL ENGINEER

KPA

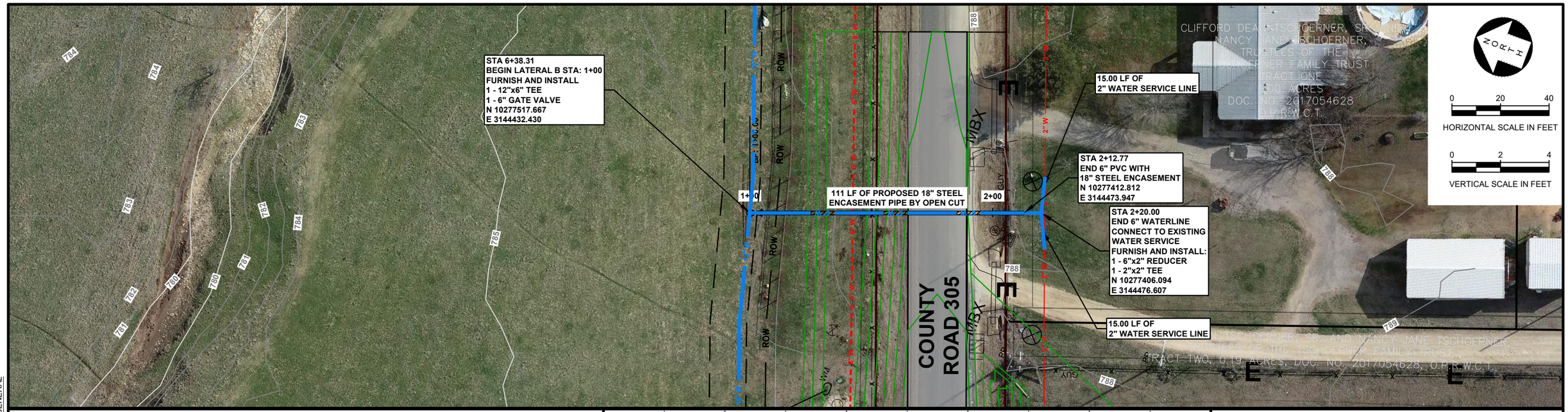
KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

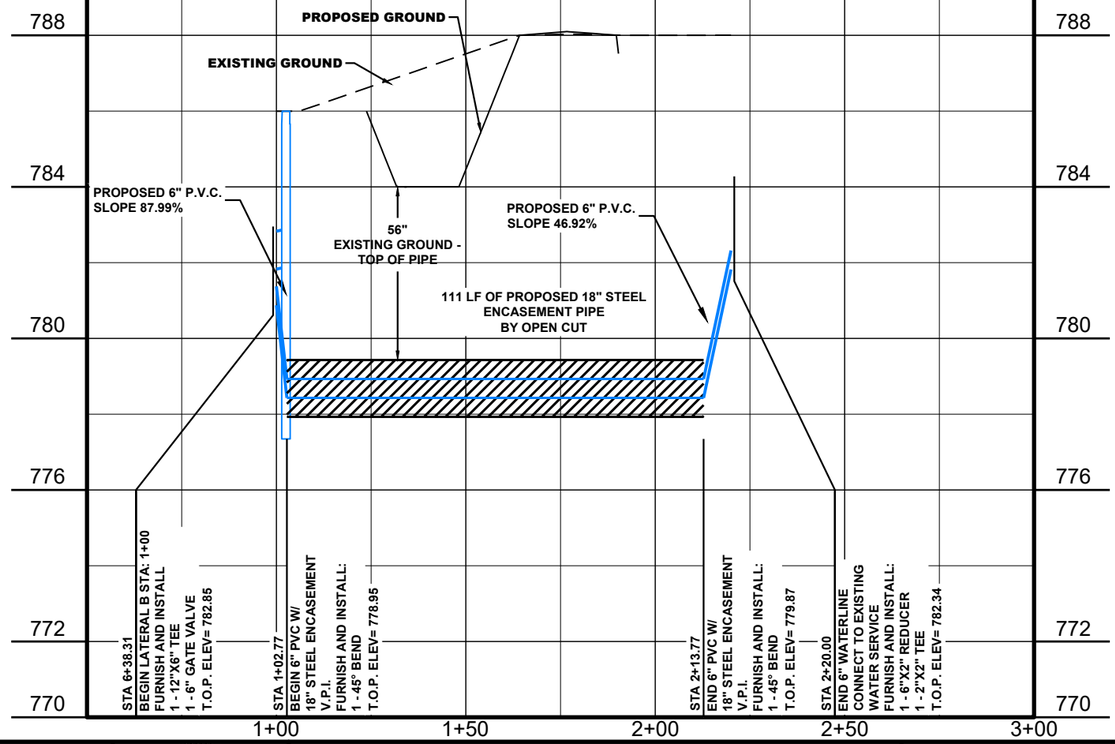
JARRELL SCHWERTNER WATER SUPPLY CORPORATION
C.R. 305 @ C.R. 344 WATERLINE IMPROVEMENT

WATERLINE PLAN & PROFILE SHEETS
WL 'A' - STA. 6+00 TO END

SHEET NO.
P-02 OF
03 SHEETS

FILE: P:\JSWSC\2022\2022-102 Northwest WL Imp\CAD_CR 307 PHASE 1\Plans\WATER\22-102 - CR 307 PH 01 - WATERLINE 'A'.dwg LAST SAVED: 10/10/2023 LAYOUT: WL 'A' - STA. 6+00 TO END





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NO.	DATE	REVISION	BY

© 2022 Kasberg, Patrick & Associates, LP
KPA Firm Registration Number F-510

Plot Date: ----
Plotted By: SILIFF

PROJECT NO. 22-102
DRAWN BY Eric Harris
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/09/2023

STATE OF TEXAS · ALVIN R. SUTTON, III · 96530 · LICENSED PROFESSIONAL ENGINEER

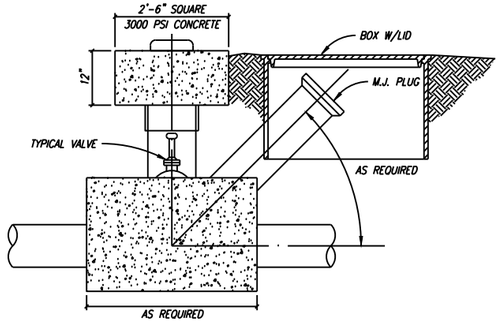
KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

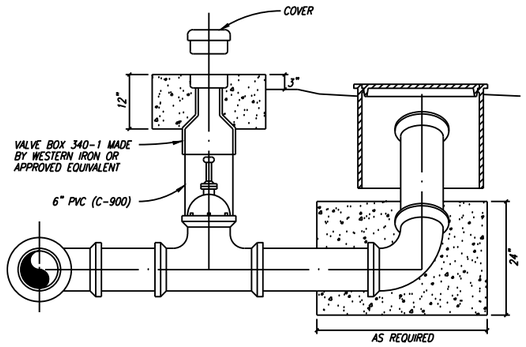
JARRELL SCHWERTNER WATER SUPPLY CORPORATION
C.R. 305 @ C.R. 344 WATERLINE IMPROVEMENT

WATERLINE PLAN & PROFILE SHEETS
WL 'B' - STA. 1+00 TO END

SHEET NO. P-03 OF 03 SHEETS

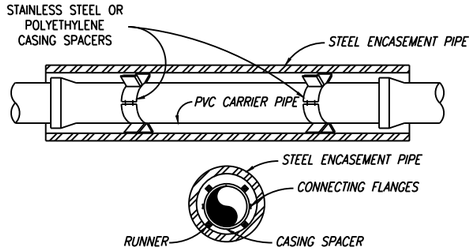
FILE: P:\USWSC\2020\2020-106 Hackberry_IH 35 WL\CAD\Baselt\block\hackberry - plan tblocks.dwg LAST SAVED: 5/11/2020 10:52:03 AM LAYOUT: 11X17 GENERAL





TYPICAL
FLUSH VALVE INSTALLATION

NOT TO SCALE



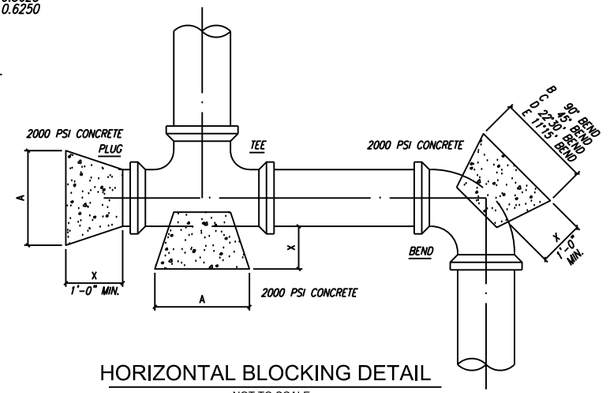
NOTES:

1. CASING SPACERS SHALL BE POLYETHYLENE CASING SPACERS (RACI OR APPROVED EQUIVALENT). CONNECTING FLANGES SHALL BE RIBBED FOR EXTRA STRENGTH.
2. CASING SPACERS SHALL HAVE RUNNERS MADE OF ULTRA HIGH MOLECULAR WEIGHT POLYMER, WITH A MINIMUM HEIGHT OF 2 INCHES.
3. DO NOT USE WEDGES BETWEEN TOP OF PVC CARRIER PIPE AND INSIDE OF CASING TO KEEP PVC FROM MOVING.
4. PRIOR TO INSERTING PVC CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE.
5. SPACERS WILL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH OPENINGS OF THE ENCASEMENT PIPE AND SPACED NO GREATER THAN 6 FEET THROUGHOUT THE ENCASEMENT PIPE.
6. CASING SPACERS WILL NOT BE PAID DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE APPROPRIATE BID ITEM FOR INSTALLING PVC PIPE.
7. ENCASEMENT PIPE SHALL BE SMOOTH STEEL 35,000 PSI YIELD STRENGTH WITH THICKNESS ACCORDING TO THE FOLLOWING TABLE:
8. PRESSURE PIPE (WATER LINE & FORCE MAIN) WITHIN STEEL ENCASEMENT PIPE SHALL BE RESTRAINED WITH BELL JOINT RESTRAINTS. GASKET LOCKS ARE AN ACCEPTABLE MEANS OF RESTRAINT FOR WATERLINE. WITHIN STEEL ENCASEMENT PIPE THIS WILL BE CONSIDERED SUBSIDIARY TO THE BID ITEM FOR THE PIPE AND ENCASEMENT.
9. ENDS OF THE ENCASEMENT PIPE WILL BE SEALED WITH AN END SEAL. END SEALS SHALL BE 1/8" THICK NEOPRENE RUBBER. ADVANCE PRODUCTS AND SYSTEMS, INC. MODEL AWN OR EQUAL.

PIPE SIZE-CARRIER (DIAMETER)	PIPE SIZE-CASING (DIAMETER) (MIN.)	PIPE SIZE (DIAMETER)	MINIMUM PIPE THICKNESS (INCHES)	
6"	16"			
8"	18"	LESS THAN 12"	1/4	0.2500
10"	20"	12" TO LESS THAN 18"	5/16	0.3125
12" - 14"	24"	18" TO LESS THAN 22"	3/8	0.3750
16" - 18"	30"	22" TO LESS THAN 28"	7/16	0.4375
20"	36"	28" TO LESS THAN 34"	1/2	0.5000
24"	42"	34" TO LESS THAN 42"	9/16	0.5625
30"	48"	42" TO LESS THAN 48"	5/8	0.6250

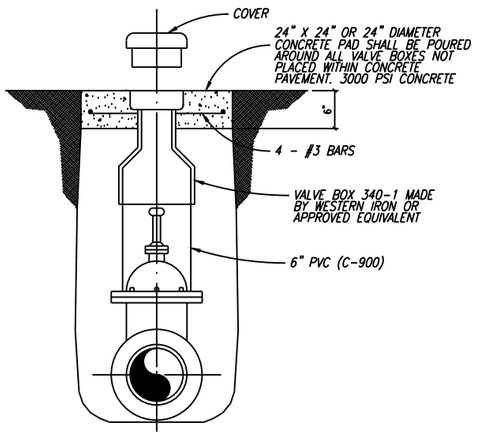
INSTALLATION OF PVC PIPE
THROUGH CASINGS

NOT TO SCALE



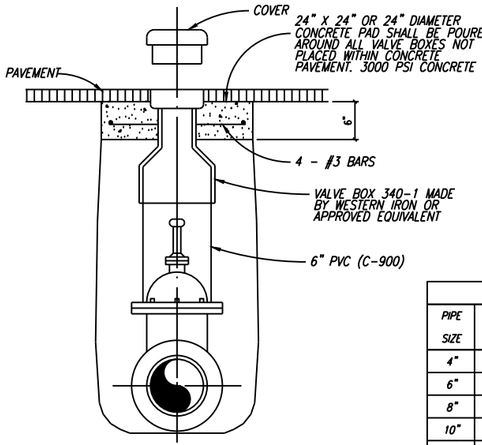
HORIZONTAL BLOCKING DETAIL

NOT TO SCALE



TYPICAL
VALVE SETTING AND BOX
(BEHIND CURB LINE)

NOT TO SCALE



TYPICAL
VALVE SETTING AND BOX
(IN PAVED AREAS)

NOT TO SCALE

HORIZONTAL BLOCKING TABLE

PIPE SIZE	"X"	PLUGS AND TEES "A"	AREA[1]	VOL[2]	90° BENDS "B"	AREA[1]	VOL[2]	45° BENDS "C"	AREA[1]	VOL[2]	22° 30° BENDS "D"	AREA[1]	VOL[2]	11° 15° BENDS "E"	AREA[1]	VOL[2]
4"	1'-0"	1'-0"	.83	.05	1'-0"	.83	.05	1'-0"	.83	.05	1'-0"	.83	.05	1'-0"	.83	.05
6"	1'-6"	1'-0"	1.06	.06	1'-2"	1.50	.09	1'-0"	.83	.05	1'-0"	.83	.05	1'-0"	.83	.05
8"	1'-6"	1'-3"	1.89	.11	1'-6"	2.66	.15	1'-3"	1.44	.08	1'-0"	.83	.05	1'-0"	.83	.05
10"	1'-6"	1'-9"	2.95	.17	2'-0"	4.17	.24	1'-6"	2.26	.13	1'-3"	1.15	.07	1'-0"	.83	.05
12"	1'-6"	2'-0"	4.25	.24	2'-3"	6.00	.34	1'-9"	3.25	.18	1'-3"	1.65	.10	1'-0"	.83	.05
16"	2'-0"	2'-7"	7.54	.56	3'-0"	10.65	.79	2'-3"	5.76	.43	1'-8"	2.94	.22	1'-2"	1.48	.11
18"	2'-0"	2'-11"	7.70	.57	3'-5"	10.89	.82	2'-6"	5.89	.44	1'-10"	3.01	.22	1'-5"	1.51	.11
20"	2'-0"	3'-3"	7.86	.59	3'-9"	11.12	.89	2'-9"	6.01	.45	2'-0"	3.07	.23	1'-7"	1.54	.12
24"	2'-0"	3'-8"	11.33	.84	4'-3"	16.00	1.20	3'-2"	8.65	.65	2'-6"	4.42	.23	1'-10"	2.22	.17

[1] SQUARE FEET (MINIMUM) [2] CUBIC YARDS (MAXIMUM)

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NO.	DATE	REVISION	BY

© 2022 Kasberg, Patrick & Associates, LP
KPA Firm Registration Number F-510

Plot Date: 10/10/2023 9:51:26 AM
Plotted By: EHARRIS

PROJECT NO. 22-102
DRAWN BY Eric Harris
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/09/2023

STATE OF TEXAS
ALVIN R. SUTTON, III
96530
LICENSED
PROFESSIONAL ENGINEER

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

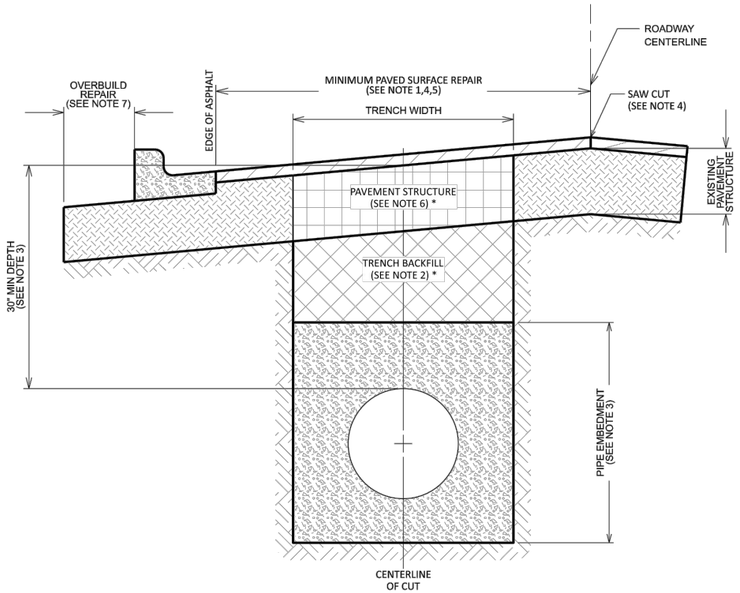
JARRELL SCHWERTNER WATER SUPPLY CORPORATION
C.R. 305 @ C.R. 344 WATERLINE IMPROVEMENT

DETAIL SHEETS
WATERLINE DETAILS

SHEET NO.
D-01 OF
13 SHEETS

FILE: P:\USWSC\2022\2022-102 Northwest WL Imp\CAD_CR 307 PHASE 1\Plans\DETAILS - MISC\22-102 - WATERLINE DETAILS.dwg LAST SAVED: 2/17/2023 1:56:27 PM LAYOUT: WATERLINE DETAILS

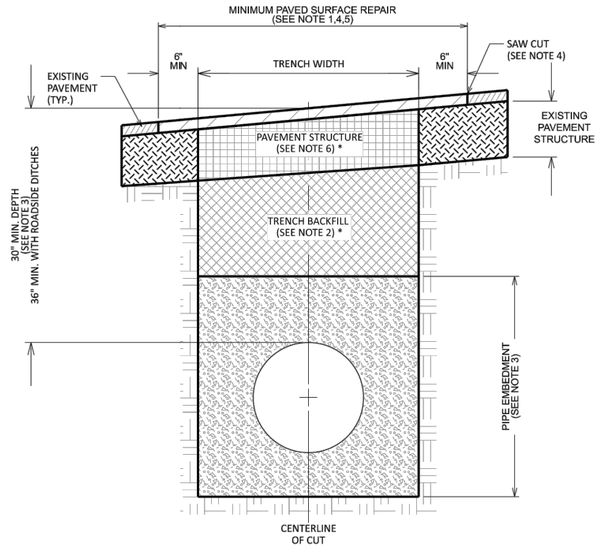
PARALLEL UTILITY CUT PAVEMENT REPAIR DETAIL REQUIREMENT IN WILLIAMSON COUNTY R.O.W



1. PAVEMENT SHALL BE HOT MIX ASPHALT (SPECIFICATIONS; TXDOT ITEM 340 AND 341, TYPE D). EXISTING HMAC THICKNESS OR 2" MINIMUM, WHICHEVER IS GREATER. ROLL IN PLACE TO MATCH EXISTING SURFACE, $\frac{1}{8}$" TOLERANCE.
2. TRENCH BACKFILL SHALL BE FLEXIBLE BASE, COMPACTED TO 95% OPTIMUM IN 8" LIFTS UNLESS OTHERWISE APPROVED (SPECIFICATIONS; TxDOT ITEM 247, TYPE A, GRADE 2).
3. PIPE EMBEDMENT (PIPE ENVELOPE) SIZE AND MATERIALS SHALL BE AS SPECIFIED ELSEWHERE BY UTILITY COMPANY AND/OR ITS ENGINEERS. PIPE DEPTH SHALL BE AS SPECIFIED ELSEWHERE PROVIDED THAT MINIMUM DEPTHS ARE MET.
4. SAW CUT SHALL BE MADE PRIOR TO TRENCH CUT. IF PAVEMENT IS DAMAGED DURING CUT, A NEW SAW CUT SHALL BE MADE BEYOND THE DAMAGED AREA AND NEW PAVEMENT PLACED.
5. DAMAGE BEYOND THE CENTERLINE OF ROADWAY REQUIRES REPAIR OVER ENTIRE ROADWAY WIDTH.
6. PAVEMENT STRUCTURE SHALL BE FLEXIBILE BASE, COMPACTED TO 98% OPTIMUM TO MATCH DEPTH OF EXISTING STRUCTURE INCLUDING THE DEPTH OF STABILIZED SUBGRADE.
7. TRENCHING IN THE FLEXIBILE BASE OVERBUILD IS DISCOURAGED, BUT IF DONE MUST BE FLOWABLE FILLED TO THE BOTTOM OF GUTTER AND TOPSOILED TO THE TOP OF CURB.

* PAVEMENT STRUCTURE AND TRENCH BACKFILL ARE PERMITTED TO USE FLOWABLE BACKFILL (CONTROLLED LOW-STRENGTH MATERIAL) WITH COMPRESSIVE STRENGTH NOT LESS THAN 200 PSI AND NOT TO EXCEED 400 PSI.

PERPENDICULAR UTILITY CUT PAVEMENT REPAIR DETAIL REQUIREMENT IN WILLIAMSON COUNTY R.O.W



1. PAVEMENT SHALL BE HOT MIX ASPHALT (SPECIFICATIONS; TXDOT ITEM 340 AND 341, TYPE D). MATCH EXISTING HMAC THICKNESS, OR 2" MINIMUM, WHICHEVER IS GREATER. ROLL IN PLACE TO MATCH EXISTING SURFACE, $\frac{1}{8}$" TOLERANCE.
2. TRENCH BACKFILL SHALL BE FLEXIBLE BASE, COMPACTED TO 95% OPTIMUM IN 8" LIFTS UNLESS OTHERWISE APPROVED. (SPECIFICATIONS; TxDOT ITEM 247, TYPE A, GRADE 2).
3. PIPE EMBEDMENT (PIPE ENVELOPE) SIZE AND MATERIALS SHALL BE AS SPECIFIED ELSEWHERE BY UTILITY COMPANY AND/OR ITS ENGINEERS. PIPE DEPTH SHALL BE AS SPECIFIED ELSEWHERE PROVIDED THAT MINIMUM DEPTHS ARE MET.
4. SAW CUT SHALL BE MADE PRIOR TO TRENCH CUT. IF PAVEMENT IS DAMAGED DURING CUT, A NEW SAW CUT SHALL BE MADE BEYOND THE DAMAGED AREA AND NEW PAVEMENT PLACED.
5. WHERE ROADSIDE DITCHES (BAR DITCHES) ARE CROSSED BY THE UTILITY PIPE, MINIMUM DEPTH TO THE TOP OF THE PIPE FROM THE CENTERLINE ROAD ELEVATION WILL BE 36".
6. PAVEMENT STRUCTURE SHALL BE FLEXIBLE BASE, COMPACTED TO 98% OPTIMUM TO MATCH DEPTH OF EXISTING STRUCTURE INCLUDING THE DEPTH OF STABILIZED SUBGRADE.

* PAVEMENT STRUCTURE AND TRENCH BACKFILL ARE PERMITTED TO USE FLOWABLE BACKFILL (CONTROLLED LOW-STRENGTH MATERIAL) WITH COMPRESSIVE STRENGTH NOT LESS THAN 200 PSI AND NOT TO EXCEED 400 PSI.

A. EMBEDMENT DETAILS

1. WASHED OR SCREENED GRAVEL SHALL CONFORM TO THE FOLLOWING GRADATION:

SIEVE	% PASS
1/2"	100
3/8"	80-100
No. 4	15-70
No. 10	0-10

2. SELECT MATERIAL (AS APPROVED BY THE OWNER) - MATERIAL WHICH IS FREE OF ROCKS, LUMPS, CLODS, ORGANIC MATTER OR DEBRIS, SLELCT MATERIAL BENEATH ASPHALT SHALL HAVE A P.I. OF 12 TO 22 AND SHALL BE COMPACTED TO 95% DENSITY ASTM-D-698 AT OPTIMUM MOISTURE. ALL OTHER SELECT MATERIAL SHALL BE COMPACTED TO 85% DENSITY ASTM D-698.
3. CONCRETE (FOR ENCASEMENT, FILL OR BLOCKING) - SHALL CONFORM TO ASTM C94. THE COMPRESSIVE STRENGTH OF THE CONCRETE SHALL BE AT LEAST 3000 PSI.
4. BEGINNING AND ENDING OF ENCASEMENTS SHALL NOT BE MORE THAN 6 INCHES FROM A PIPE JOINT.
5. WHERE WATER AND SEWER LINES PARALLEL WITH LESS THAN 10 FEET HORIZONTAL CLEAR DISTANCE, NO ENCASEMENT IS REQUIRED IF BOTH LINES ARE 150 PSI PRESSURE RATED.
6. WHERE MINIMUM COVER, 30" IS NOT AVAILABLE, ENCASEMENT WILL BE REQUIRED.
7. ALL CONCRETE ENCASEMENTS MUST BE FORMED AND INSPECTED BY THE ENGINEER PRIOR TO PLACING CONCRETE AND BACKFILLING.

B. WATER LINE NOTES

1. WATER LINES SHALL BE MINIMUM DEPTHS OF 42 INCHES BELOW FINISHED GRADE. TOP OF VALVE STEMS TO BE 18 INCHES TO 36 INCHES BELOW FINISHED GRADE.
2. PRESSURE TAPS SHALL BE IN ACCORDANCE WITH THE APPLICABLE TECHNICAL SPECIFICATIONS. TAPPING SLEEVES AND VALVES INSTALLED BY PRIVATE CONTRACTOR SHALL BE INSPECTED BY THE CITY. CONCRETE BLOCKING SHALL BE PLACED BEHIND AND UNDER ALL TAP SLEEVES A MINIMUM OF 24 HOURS AFTER MAKING THE TAP.
3. CONTRACTOR SHALL COORDINATE THE CONNECTION OF PROPOSED WATER LINES TO EXISTING WATER LINES WITH THE CITY OF BELTON.
4. WATER LINE TESTING AND STERILIZATION SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE TECHNICAL SPECIFICATIONS.
5. PRESSURE RATINGS OF VALVES, FITTINGS AND APPURTENANCES SHALL EQUAL OR EXCEED THE PRESSURE RATING OF ADJACENT WATER PIPELINE.
6. ABOVE GROUND PORTION OF FIRE HYDRANTS ON MAINS UNDER CONSTRUCTION SHALL BE SECURELY WRAPPED WITH A POLYETHYLENE BAG OR ENVELOPE TAPED INTO PLACE, WHICH IS TO BE REMOVED BY THE CONTRACTOR WHEN THE MAINS ARE ACCEPTED AND PLACED IN SERVICE.
7. ALL WATER LINE FITTINGS AND BENDS SHALL BE DUCTILE IRON UNLESS NOTED OTHERWISE.
8. ALL UNDERGROUND DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH MINIMUM OF MILLIMETER THICKNESS POLYETHYLENE WRAP IN ACCORDANCE WITH AWWA C105.
9. CONTRACTOR SHALL PROVIDE ADEQUATE THRUST BLOCKING TO WITHSTAND TEST PRESSURES.
10. CONTRACTOR SHALL COMPLY WITH MANUFACTURER'S RECOMMENDATION FOR CURVATURE OF LINES AND / OR DEFLECTION OF PIPE JOINTS.
11. CONTRACTOR SHALL PROVIDE PIPE MANUFACTURER'S PLUGS OR CAPS AT ALL PIPE STUB-OUTS ON WATER LINES NOT CONNECTING TO OTHER LINES. CONTRACTOR SHALL REMOVE PLUGS OR CAPS AND CONNECT TO EXISTING LINES WHERE SHOWN ON PLANS.
12. WHERE A NEW WATER LINE CROSSES WITHIN 18 INCHES UNDER A STORM WATER PIPE OR DITCH, THE WATER LINE SHALL BE CONCRETE ENCASED A MINIMUM OF 12 INCHES OUTSIDE EACH SIDE OF THE STORM WATER PIPE TRENCH OR DITCH.
13. CORPORATION STOPS SHALL BE LOCATED TO AVOID FUTURE DRIVEWAYS. CORPORATION STOPS SHALL BE LOCATED WITHIN 5 FEET OF THE FRONT LOT CORNER OR IN THE MIDDLE OF THE LOT.
14. ALL FIRE HYDRANTS SHALL BE M&H, OR MUELLER AND SHALL BE DOMESTIC.
15. ALL GATE VALVES SHALL BE M&H, MUELLER, OR CLOW AND SHALL BE DOMESTIC.
16. ALL FITTINGS SHALL BE MECHANICALLY RESTRAINED. ALL RESTRAINTS SHALL BE SWIVEL, FLANGE OR MEGA-LUG.
17. ALL PIPE AND FITTINGS SHALL BE DOMESTIC.

NOTES:

1. SAW CUT TO REPAIR ASPHALT OR CONCRETE PAVEMENT AND PRIOR TO OPENING THE DITCH
2. THE EMBEDMENT CONSISTS OF 1" CRUSHED STONE
3. TRENCH WIDTHS SHOWN ARE MINIMUM FOR PROPER PLACEMENT AND COMPACTION OF EMBEDMENT
4. THE MINIMUM CLEAR WIDTH OF TRENCH (SHEETED OR UNSHEETED) MEASURED AT SPRINGLINE OF PIPE SHALL BE 12" GREATER THAN THE OUTSIDE DIAMETER OF THE PIPE.
5. WHERE PIPE INSTALLATION IS IN ROCK (OR OTHER INCOMPRESSIBLE FOUNDATION), THE CONTRACTOR SHALL EXCAVATE SO AS TO PROVIDE A MINIMUM OF 8" GRANULAR CUSHION BENEATH THE PIPE.
6. INSTALLATION OF ANY PIPE WITHIN 4' OF THE BACK OF CURB OR EDGE OF STREET, SHALL REQUIRE THE SAME EMBEDMENT AS FOR INSTALLATION IN STREETS.
7. CONTRACTOR SHALL SHAPE EMBEDMENT MATERIAL TO ACCOMODATE THE BELLED JOINTS OF PIPES TO INSURE SUPPORT THROUGHOUT THEIR LENGTH. BELLED JOINTS SHALL HAVE A MINIMUM OF 2" OF FILL BENEATH THEM.
8. IF EXCAVATED MATERIAL IS NOT ACCEPTABLE TO THE ENGINEER FOR BACKFILL, CONTRACTOR WILL PROVIDE SELECT IMPORT MATERIAL AS REQUIRED.
9. FOR TRENCHING, BEDDING, AND BACKFILL, SEE TCEQ CHAPTER 317.2 "BEDDING".
10. FOR ROCK AND OTHER CONDITIONS NOT SPECIFIED HERE, REFER TO ENGINEER FOR BACKFILL DESIGN.
11. GREEN TAPE TO BE USED FOR WASTEWATER GRAVITY AND FORCE MAINS, BLUE TAPE TO BE USED FOR WATER MAINS. TAPE SHALL BE 12-INCHES WIDE.
12. NO CRUSHER FINES ARE ALLOWED AT ALL.

RECORD DRAWING

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NO.	DATE	REVISION	BY

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KPA Firm Registration Number F-510

Plot Date: 10/10/2023 9:51:30 AM
Plotted By: EHARRIS

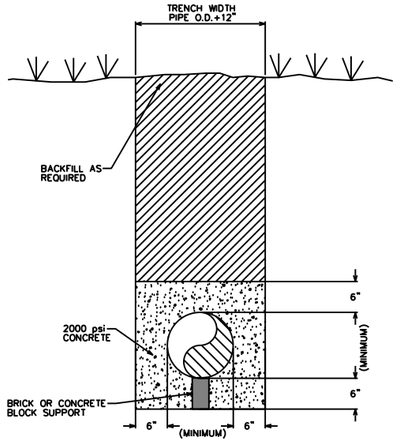
PROJECT NO. 22-102
DRAWN BY Eric Harris
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/09/2023

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

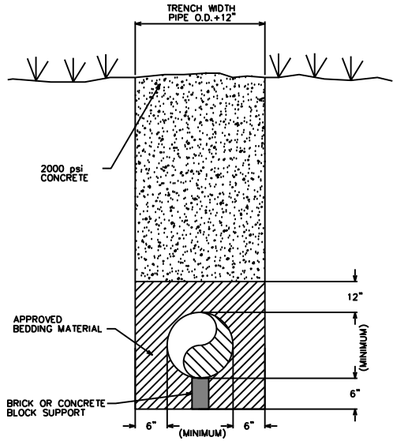
JARRELL SCHWERTNER WATER SUPPLY CORPORATION
C.R. 305 @ C.R. 344 WATERLINE IMPROVEMENT

DETAIL SHEETS
PIPE EMBEDMENT (1 OF 2)

SHEET NO. D-02 OF 13 SHEETS



CONCRETE ENCASEMENT
TYPE I



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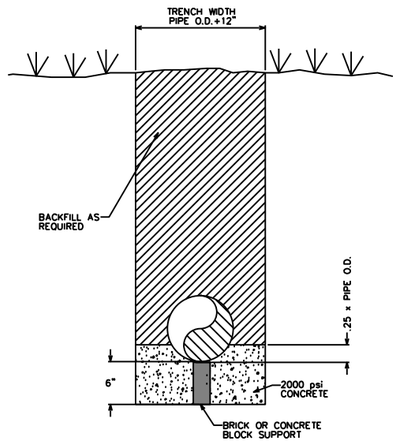
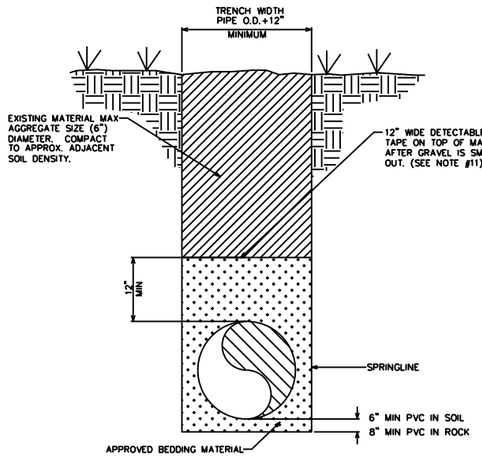


CONCRETE CRADLE

ROADWAY = ROAD B/C TO B/C +4"
IN EACH DIRECTION



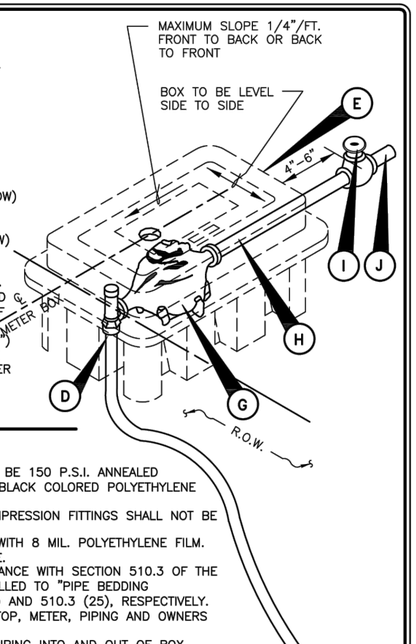
OUT OF ROAD INSTALLATION
CLASS 3

MATERIAL LIST:

A. SERVICE SADDLE REQUIRED. SERVICE SADDLE TO BE EPOXY COASTED WITH DUAL STAINLESS STEEL BANDS.
B. 1" CORPORATION STOP – SERVICE PIPE OUTLET. (SEE NOTE #2)
C. 1" SERVICE PIPE.
D. LOCKING ANGLE METER STOP; SERVICE PIPE INLET X SWIVEL COUPLING NUT OUTLET:
- FOR 5/8" AND 3/4" METERS: 1" X 3/4"
- FOR 1" METERS: 1" X 1"
- SEE NOTE #2

E. PLASTIC RECTANGULAR METER BOX. (SEE TABLE BELOW)
F. PIPE CASING WHERE APPLICABLE. (AS PER DETAIL WT–01)
G. WATER METER, CENTERED IN BOX. (SEE TABLE BELOW)
H. WATER METER COUPLING; MALE I.P.T. X SWIVEL COUPLING NUT:
- FOR 5/8" AND 3/4" METERS: 3/4" X 8 1/2" LONG.
- FOR 1" METERS: LENGTH OF PIPE TO BE DETERMINED BY CONTRACTOR. EXTEND PIPE TO 4"–6" OUTSIDE OF METER BOX.

I. BRONZE GATE VALVE: NON–RISING STEM (3/4" OR 1") FEMALE I.P.T. (PROPERTY OWNERS CUT–OFF OUTSIDE METER BOX IN SEPARATE VALVE CAN WITH LID AS PER CITY OF ROUND ROCK STANDARDS).
J. 3/4" OR 1" PIPE MEETING CITY OF ROUND ROCK PLUMBING CODE REQUIREMENTS.

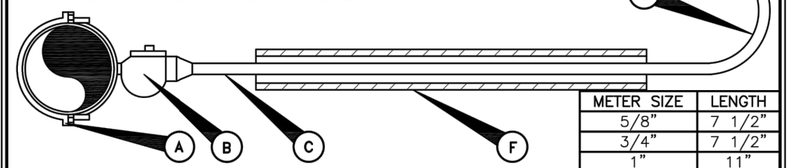


NOTES:

1. SERVICE PIPE SHALL BE COPPER TUBE SIZE. IT MAY BE 150 P.S.I. ANNEALED SEAMLESS TYPE "K" COPPER TUBING OR 200 P.S.I. BLACK COLORED POLYETHYLENE HAVING A DIMENSION RATIO OF 9 (DR9).
2. ALL STAINLESS STEEL INSERTS THAT COME WITH COMPRESSION FITTINGS SHALL NOT BE USED ON ANY CONNECTIONS.
3. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MIL. POLYETHYLENE FILM.
4. TOP OF BOXES SHALL BE 1" ABOVE FINISHED GRADE.
5. PIPING AND TUBING SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 510.3 OF THE STANDARD SPECIFICATIONS. SPECIAL ATTENTION IS CALLED TO "PIPE BEDDING ENVELOPE" AND "BACKFILLING", SECTIONS 510.3 (14) AND 510.3 (25), RESPECTIVELY.
6. AXIS OF METER ASSEMBLY (LINE THROUGH METER STOP, METER, PIPING AND OWNERS CUTOFF) SHALL BE 10" BELOW TOP OF BOX.
7. SLOTS PROVIDED IN METER BOX TO ACCOMMODATE PIPING INTO AND OUT OF BOX, SHALL NOT BE MODIFIED.
8. LOCATION OF METER BOXES SHALL BE SUBJECT TO THE APPROVAL OF THE C.O.R.R.

PART NUMBER	SERIES	COLOR	HEIGHT	WIDTH	LENGTH
DFW36C–12–BODY*	36C	BLACK	12"	TOP = 13–3/4"	TOP = 18–7/8"
DFW36C–AF1EQA–LID*	36C	BLACK	1–7/8"	LID = 10–3/16"	LID = 15–9/16"
DFW36C–12–AF1EQA*	36C	BLACK	12"	BASE = 10–1/2"	BASE = 18–7/8"

* MANUFACTURED BY DFW PLASTICS INCORPORATED OR APPROVED EQUAL.



METER SIZE	LENGTH
5/8"	7 1/2"
3/4"	7 1/2"
1"	11"

RECORD SIGNED COPY ON FILE AT U&ES DEPARTMENT
APPROVED
03–01–18
DATE
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)

CITY OF ROUND ROCK

SINGLE 5/8", 3/4" OR 1"
WATER METER DETAIL

DRAWING NO: WT–02

ROUND ROCK TEXAS

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NO.	DATE	REVISION	BY

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KPA Firm Registration Number F-510

Plot Date: 10/10/2023 9:51:31 AM
Plotted By: EHARRIS

PROJECT NO. 22-102
DRAWN BY Eric Harris
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 10/09/2023

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

JARRELL SCHWERTNER WATER SUPPLY CORPORATION
C.R. 305 @ C.R. 344 WATERLINE IMPROVEMENT

DETAIL SHEETS
PIPE EMBEDMENT (2 OF 2) & WATER METER DETAIL

SHEET NO. D-03 OF 13 SHEETS

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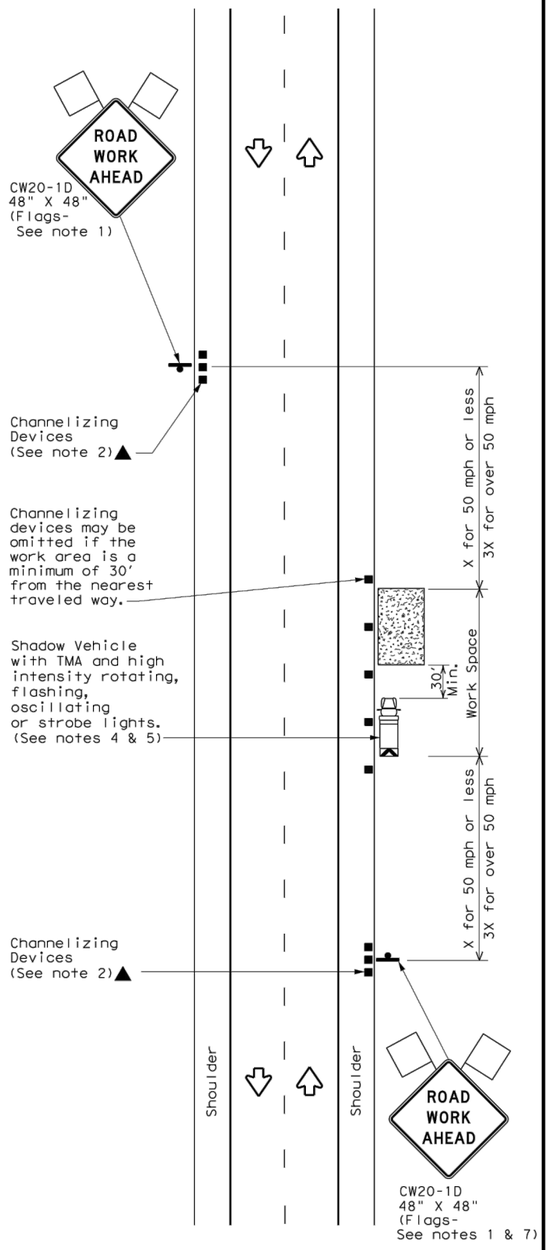
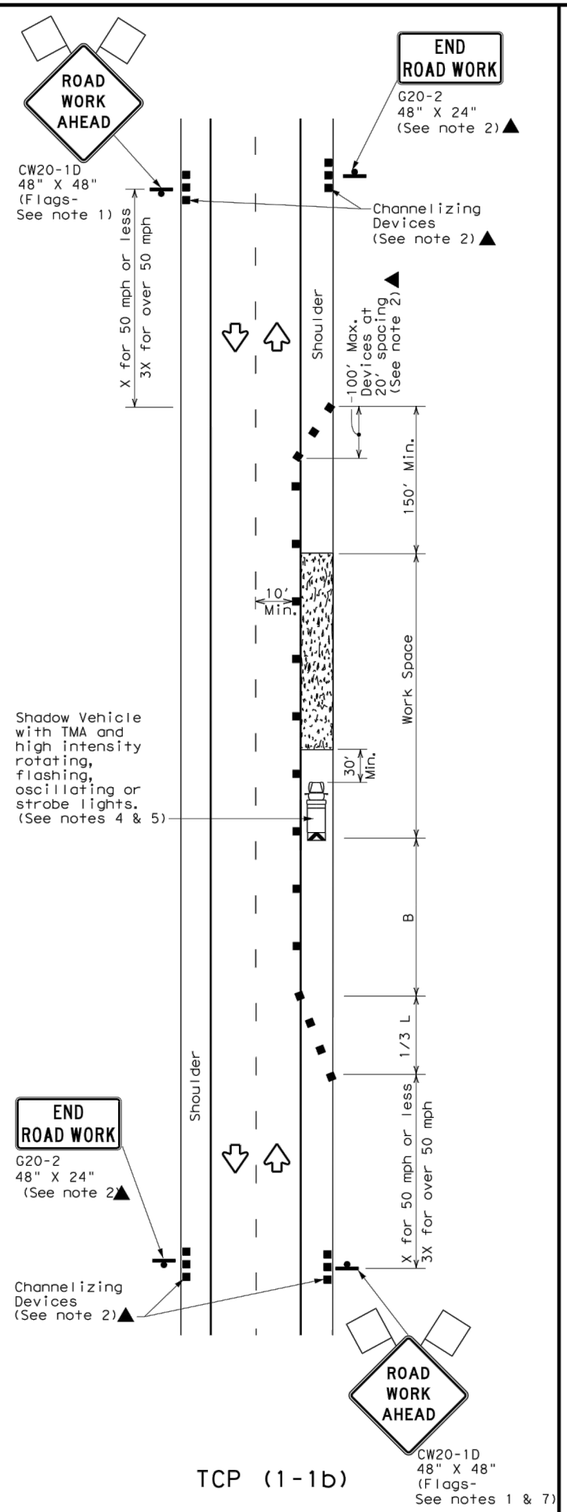


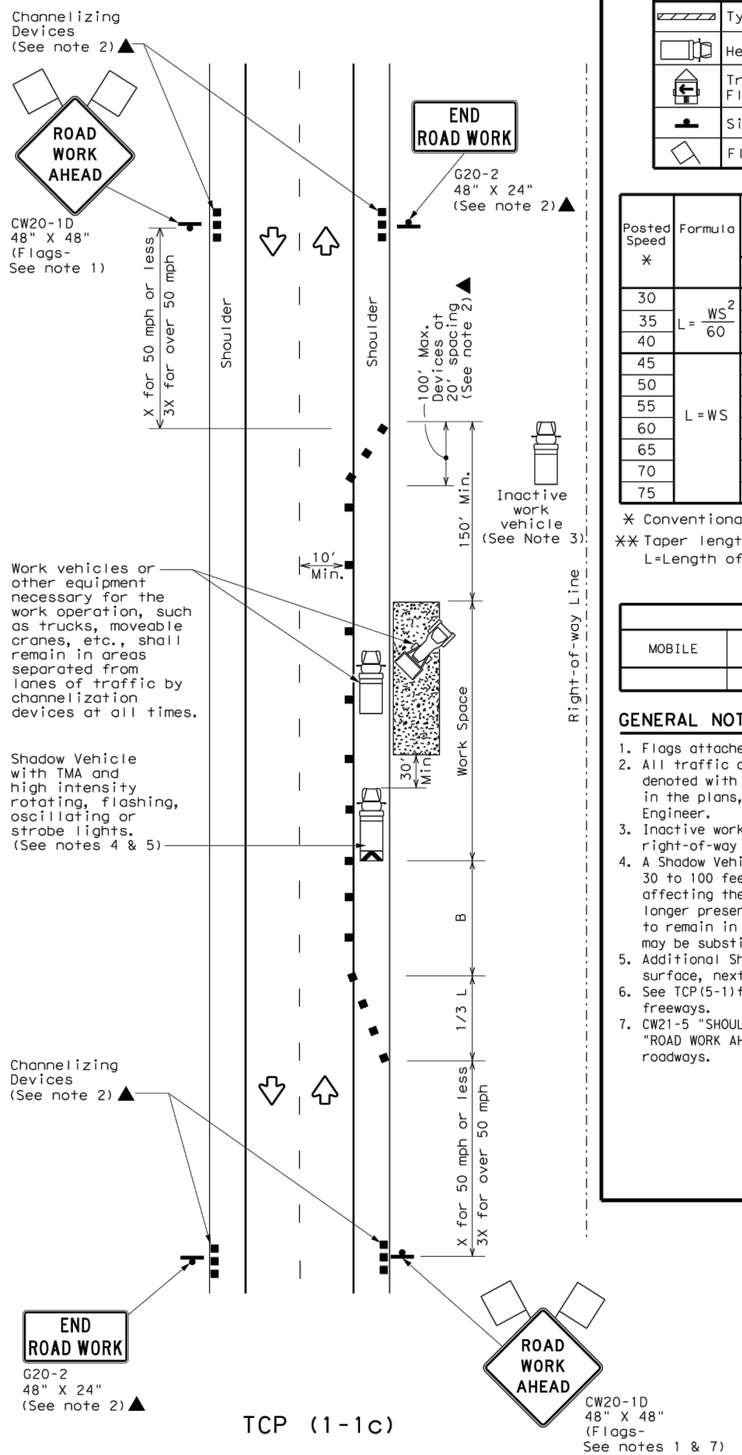
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 / 8-95 2-12 / 1-97 2-18	DIST	COUNTY		SHEET NO. D-04

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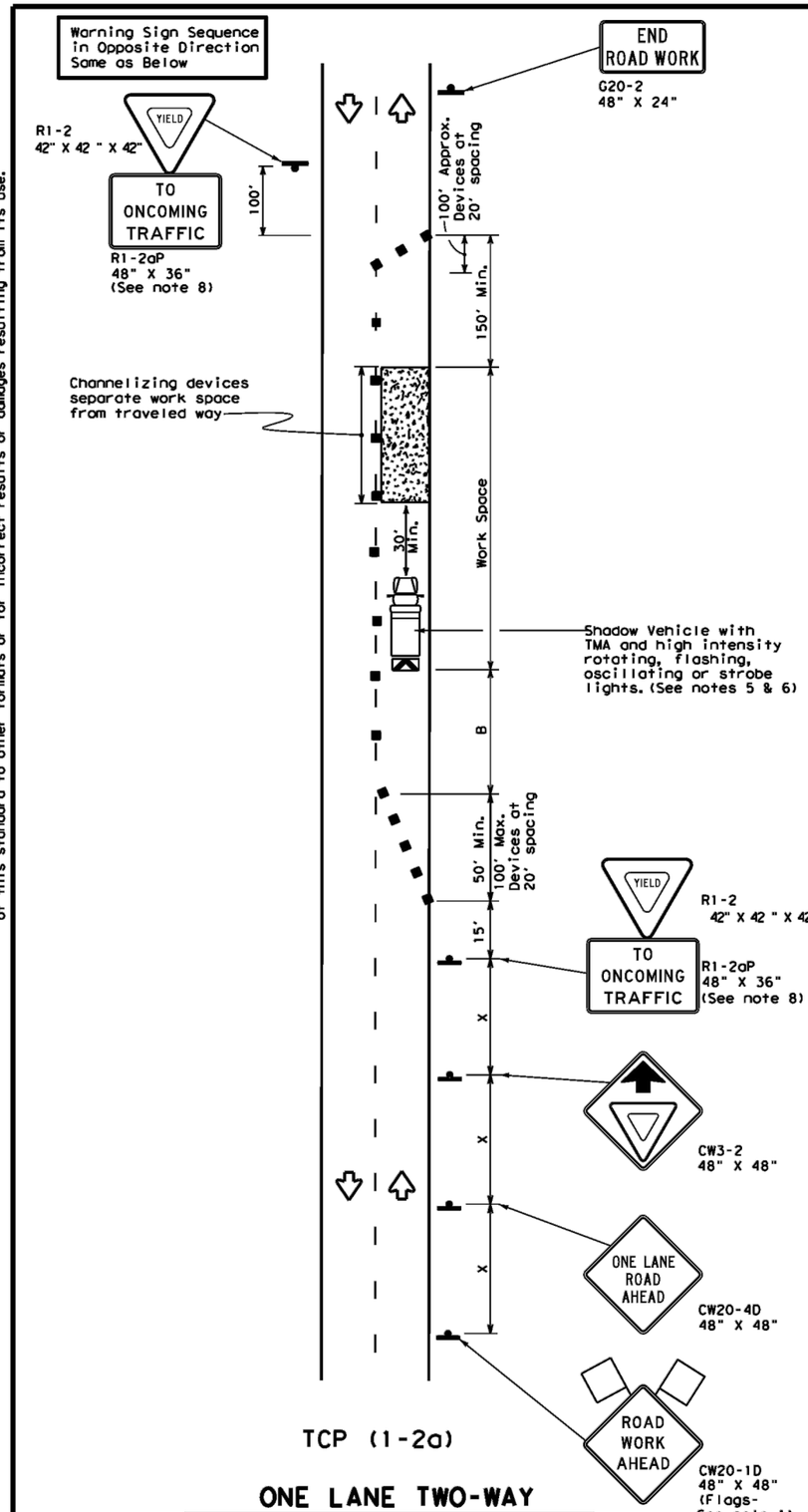
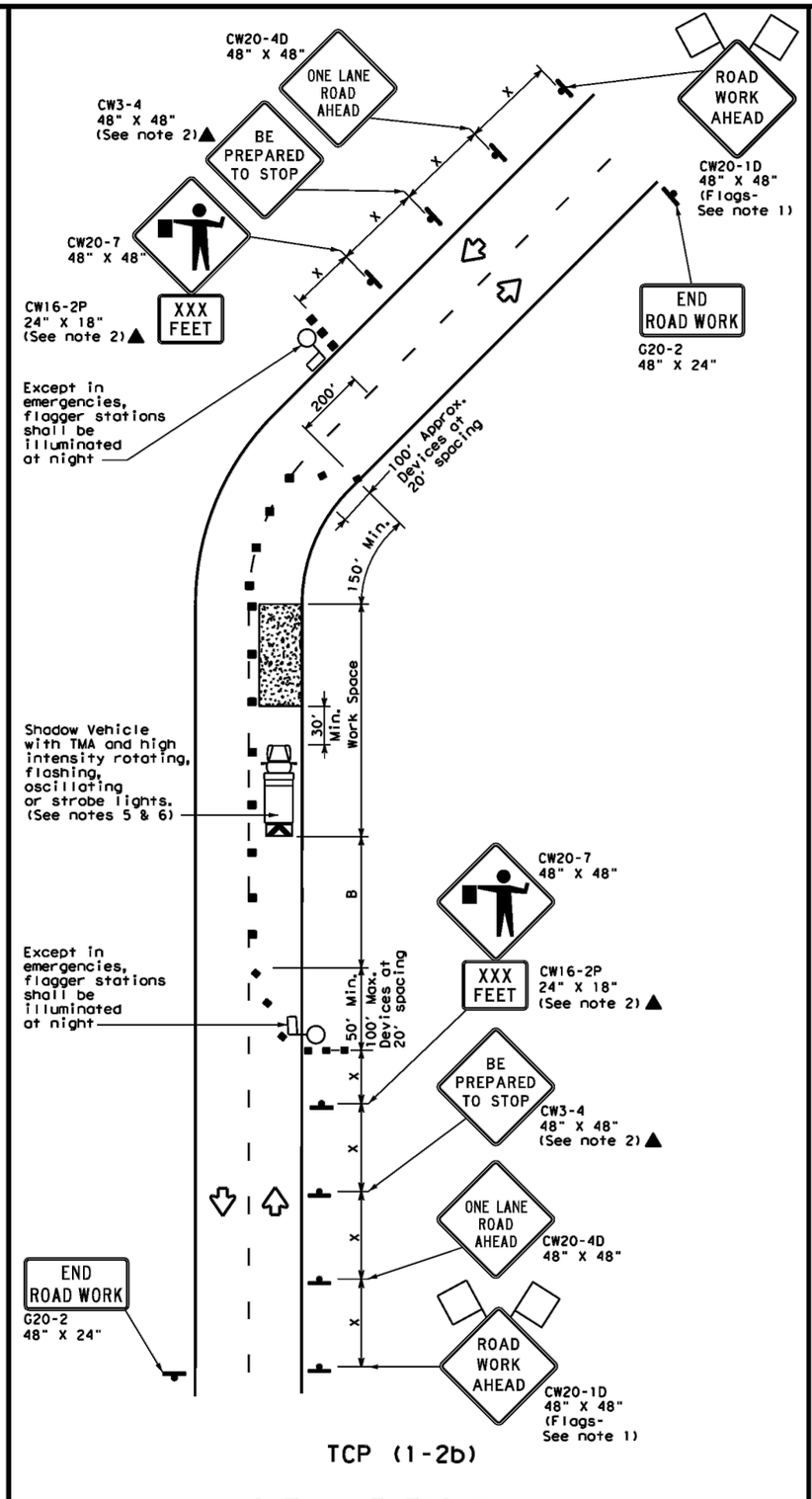


TCP (1-2a)

ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-90 4-98 2-94 2-12 1-97 2-18	DIST	COUNTY		SHEET NO. D-05

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP)is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. Where highway construction or maintenance work is being undertaken, other than mobile operations as defined by the Texas Manual on Uniform Traffic Control Devices, CSJ limit signs are required. CSJ limit signs are shown on BC(2). The OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits. For mobile operations, CSJ limit signs are not required.

11. Traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

2. Except in emergency situations, flagger stations shall be illuminated when flagging is used at night.

COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

1. Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.

2. Work zone traffic control devices shall be compliant with the Manual for Assessing safety Hardware (MASH).

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-21

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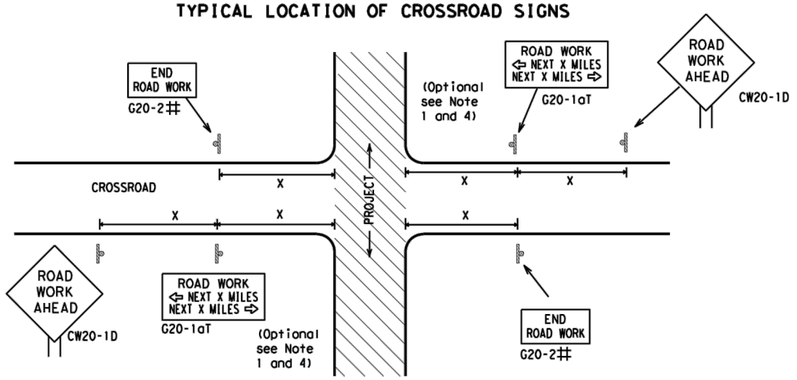
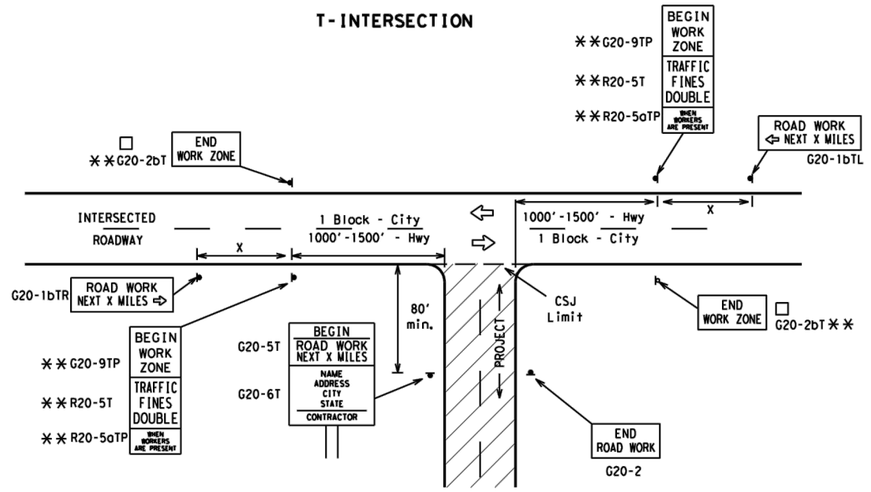
TYPICAL LOCATION OF CROSSROAD SIGNS



May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume as per TMUTCD Part 5. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection, the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING[1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4], CW21, CW22, CW23, CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign △ Spacing "X"
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

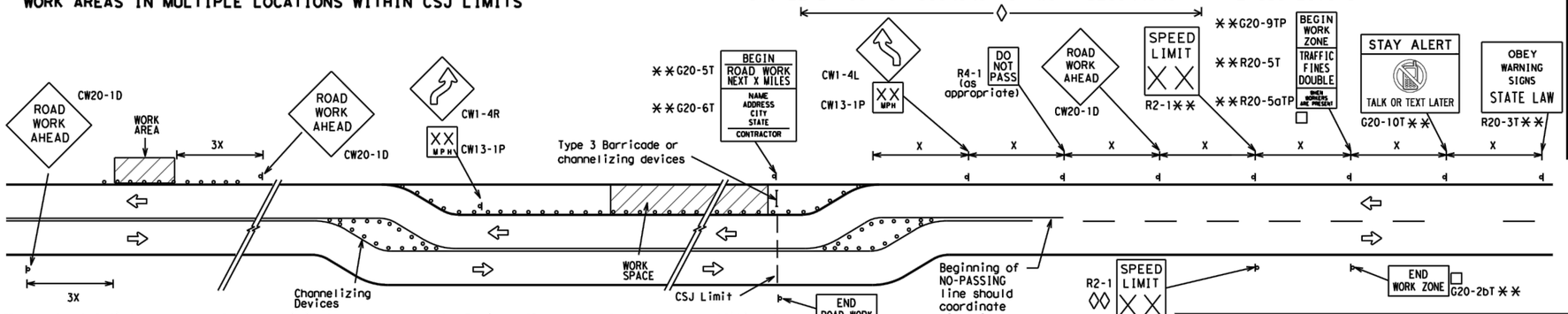
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

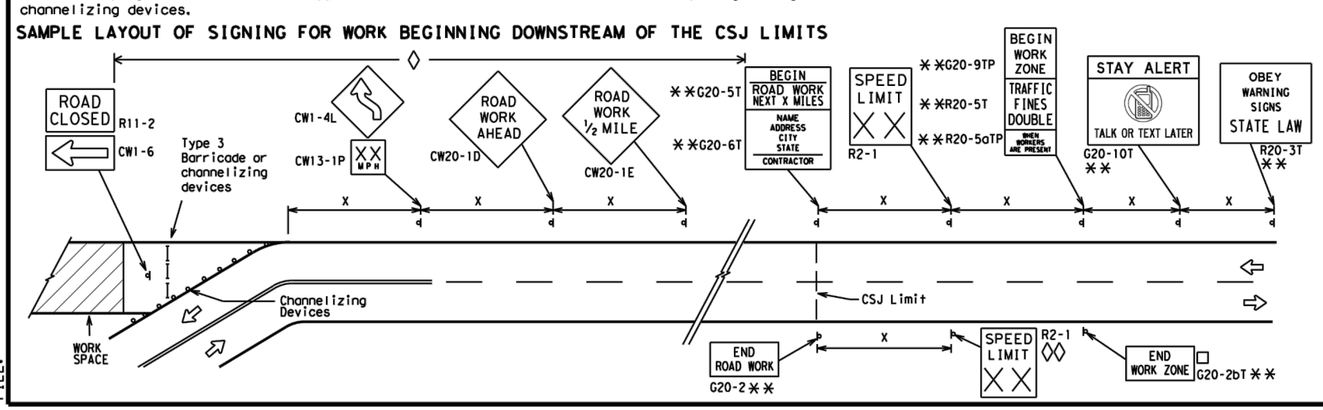
1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer as per TMUTCD Part 5. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

□ The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.

◊ Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

◊◊ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
⊢⊣	Type 3 Barricade
○○○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-21

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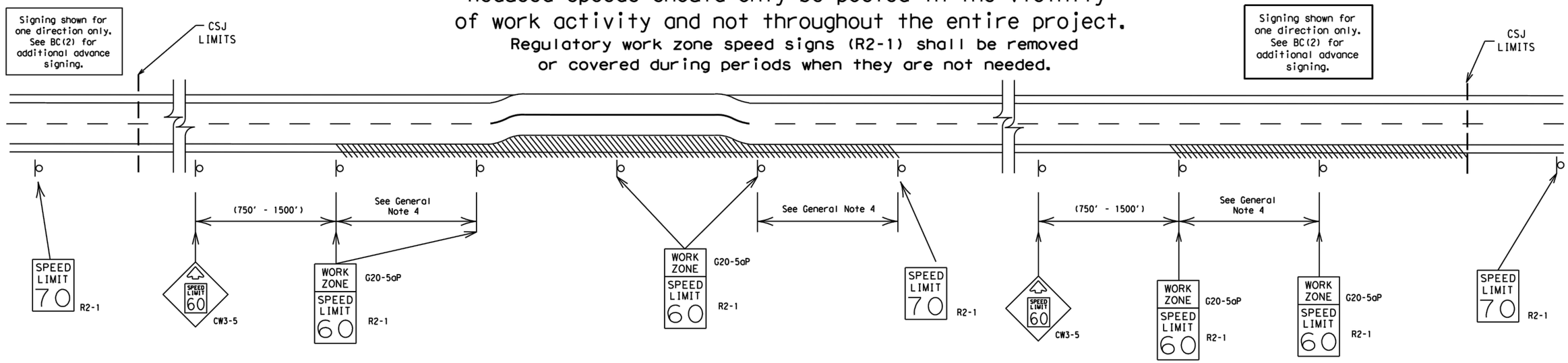
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the"ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-21

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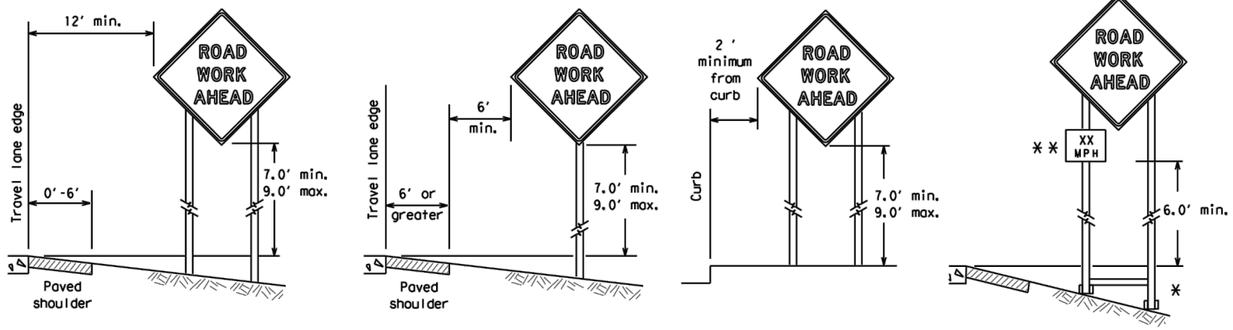
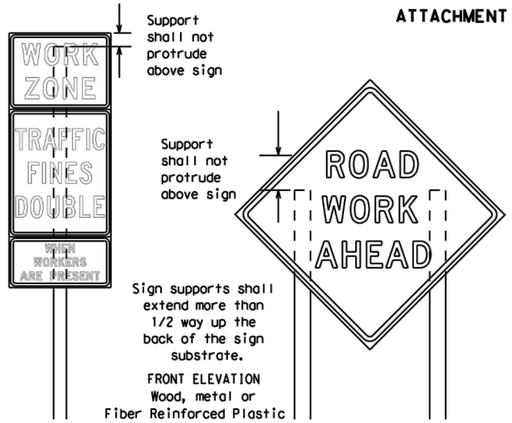
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

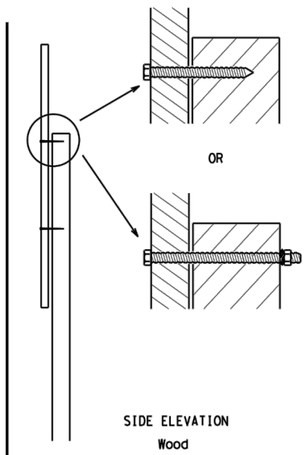


* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





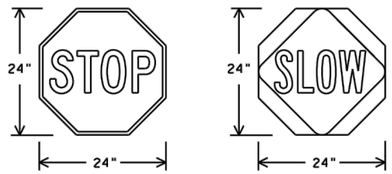
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24".
2. STOP/SLOW paddles shall be retroreflectorized when used at night.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



Background - Red
Legend & Border - White

Background - Orange
Legend & Border - Black

SHEETING REQUIREMENTS (WHEN USED AT NIGHT)		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	ORANGE	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND & BORDER	WHITE	TYPE B OR C SHEETING
LEGEND & BORDER	BLACK	ACRYLIC NON-REFLECTIVE FILM

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, specific service (LOGO), or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition. For details for covering large guide signs see the TS-CD standard.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC standard sheets, TLRS standard sheets or the CWZTCD list. The signs shall meet the required mounting heights shown on the BC, or the SMD standard sheets during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD) for small roadside signs. Supports for temporary large roadside signs shall meet the requirements detailed on the Temporary Large Roadside Signs (TLRS) standard sheets. The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used, the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-21

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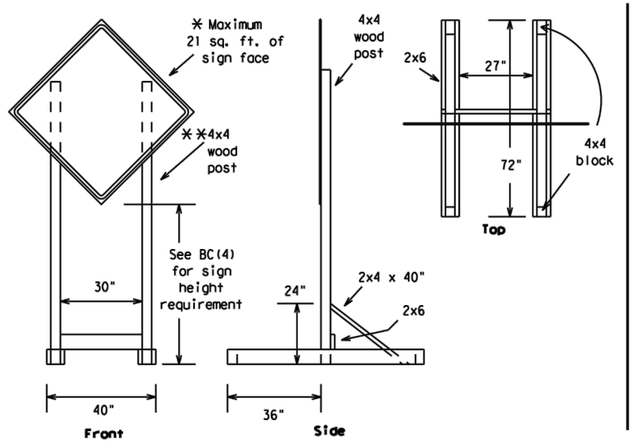
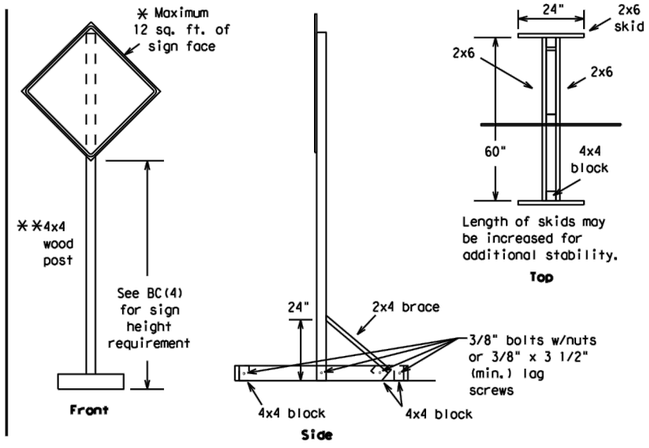
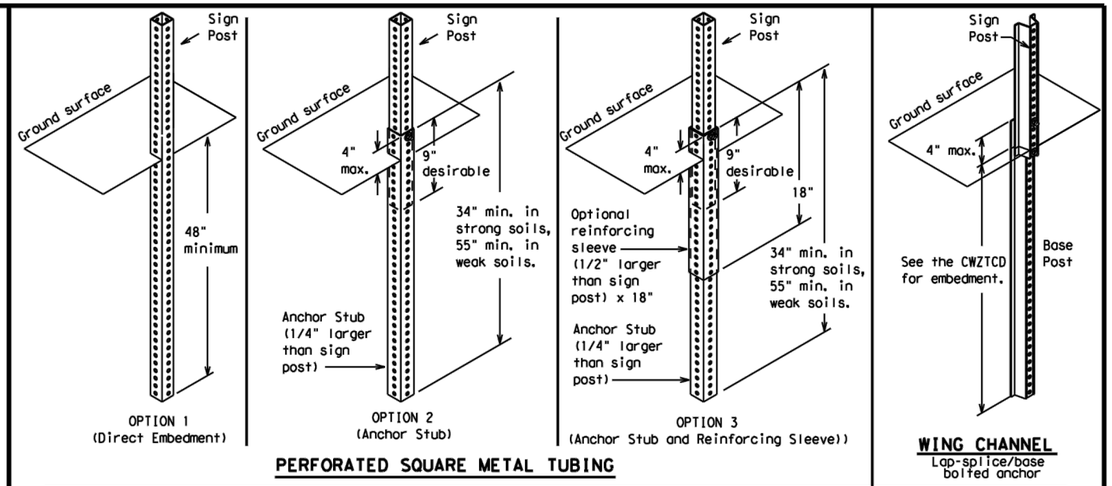




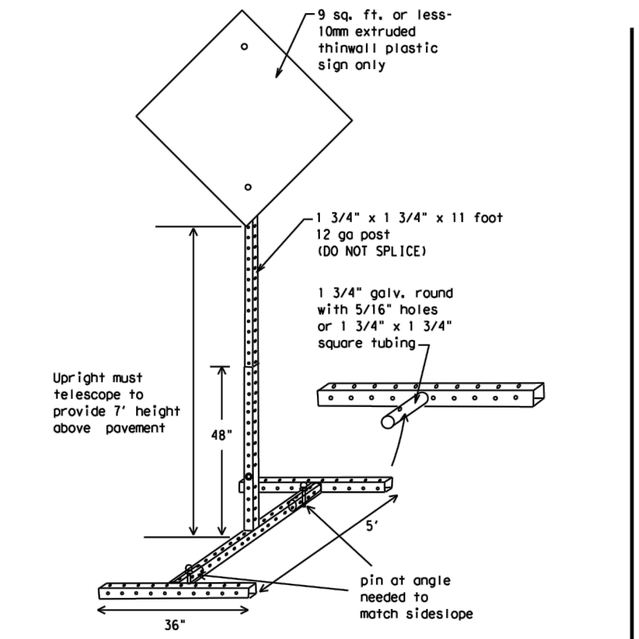
SKID MOUNTED WOOD SIGN SUPPORTS

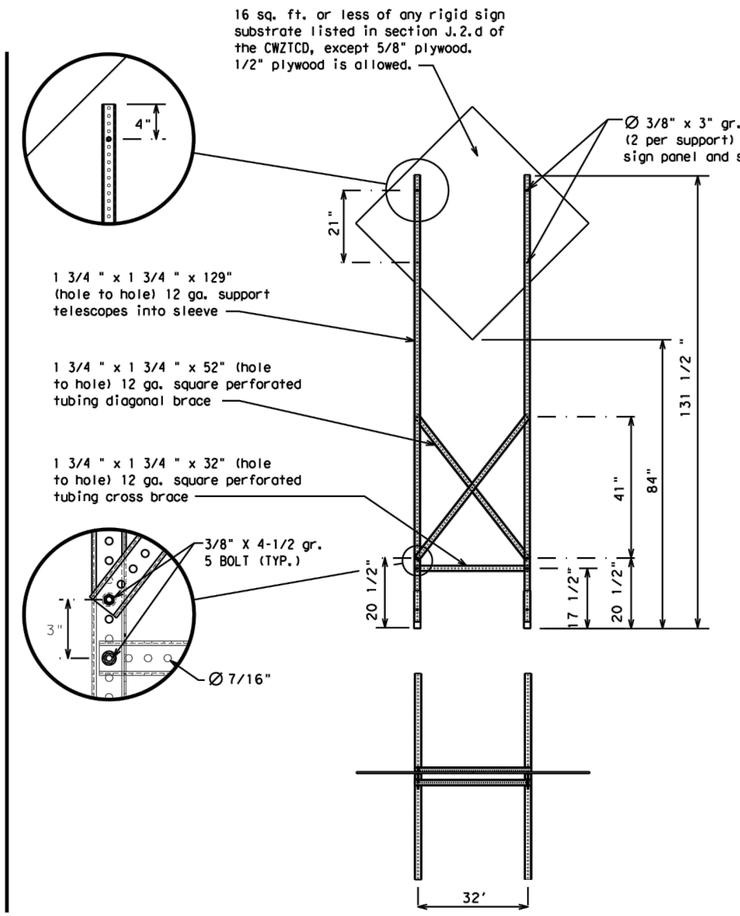
* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

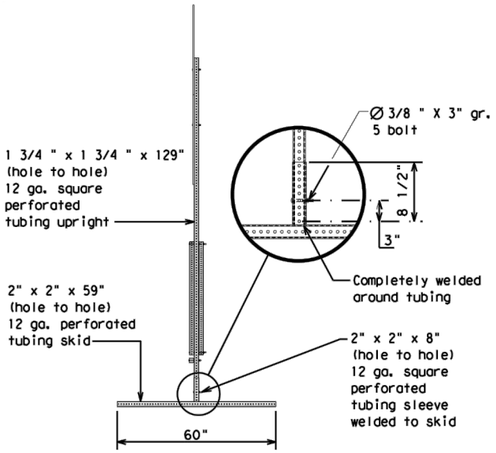


GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.







SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

* See BC(4) for definition of "Work Duration."

** Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

☐ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-21

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use, the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation ≠ IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-21

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections, one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

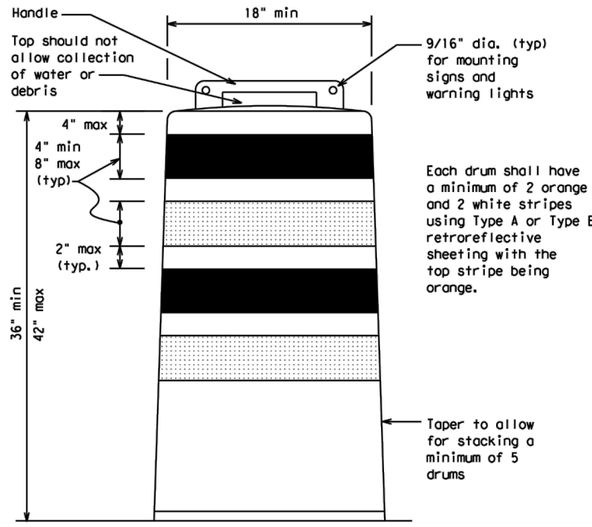
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

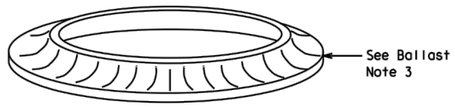
RETROREFLECTIVE SHEETING

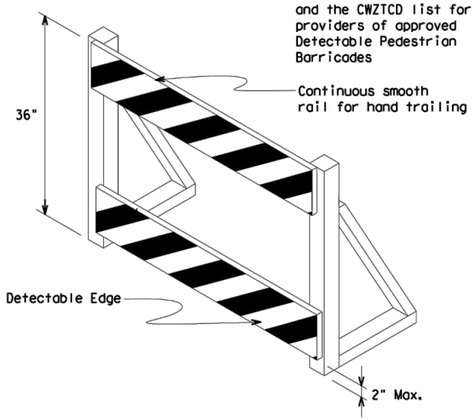
1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

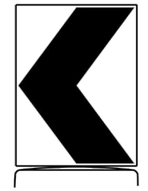




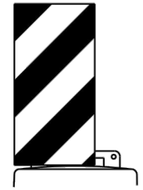


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Refer to WZ(BTS-2) for Pedestrian Control requirements for Sidewalk Diversions, Sidewalk Detours and Crosswalk Closures.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a Detectable Pedestrian Barricade shall be placed across the full width of the closed sidewalk instead of a Type 3 Barricade.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades should use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A or Type B. Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations, they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-21

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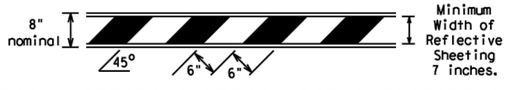
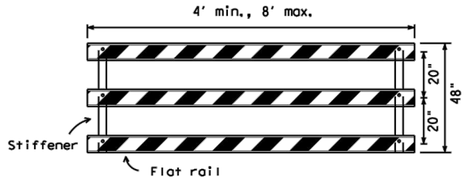
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road, striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



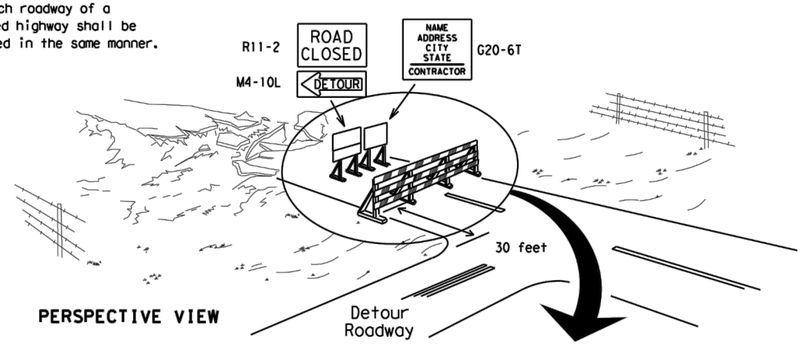
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

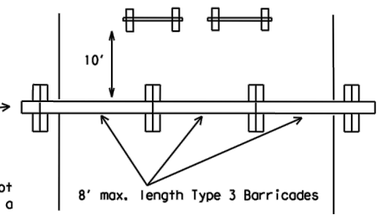
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

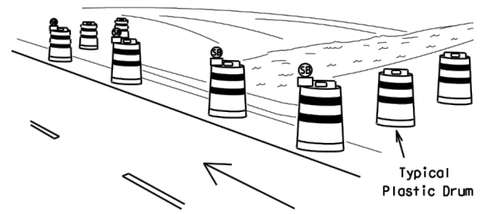
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

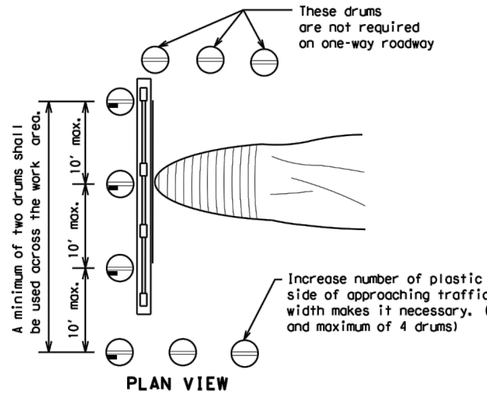
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

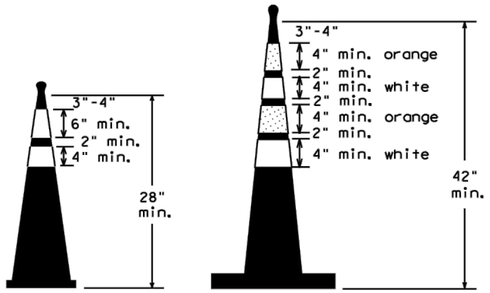
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



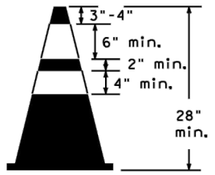
LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

PLAN VIEW

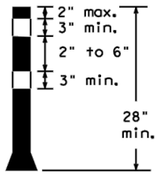
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



Two-Piece cones



One-Piece cones

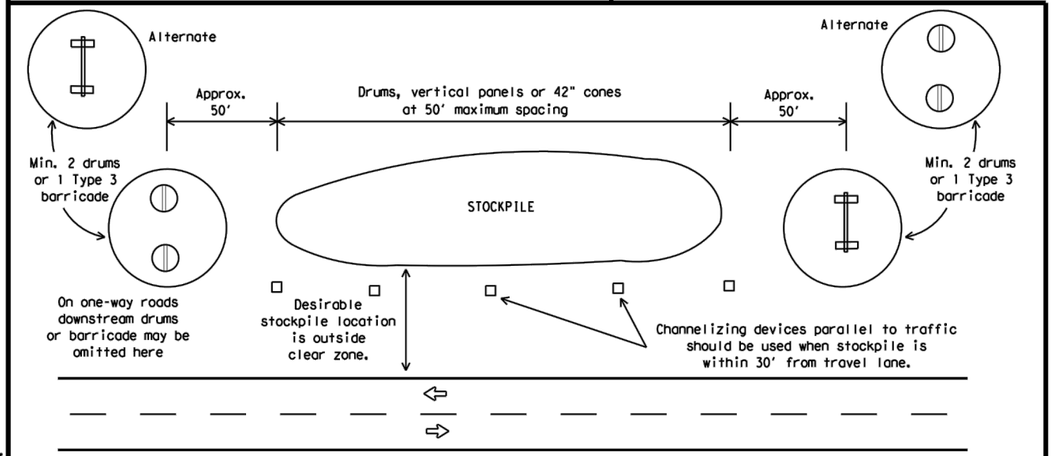


Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A or Type B.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

SHEET 10 OF 12

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13 5-21				D-13

DATE:
FILE:

104

JARRELL SCHWERTNER WATER SUPPLY CORPORATION
CR 305 @ CR 344 WATER LINE IMPROVEMENTS

ADDENDUM NO. 1
March 17, 2023

The construction plans and specifications for the JSWSC – CR 305 @ CR 344 Water Line Improvements project, on which bids are to be received until 2:00 PM on Thursday, March 23, 2023 are hereby modified as follows:

I. GENERAL/CONTRACT DOCUMENTS

1. RFI's and Responses:
   a. Plan calls to abandon in place the existing 6" line, will bid items be added to cut and cap each end where necessary?
      - **Lines are to be abandoned in place. A bid item has been added to the Base Bid and Alternate Bid of the Revised Bid Form dated 3-17-23 for cutting and capping the existing 6" water line.**

   b. Plan shows 160 lf of bore but only 150 lf in the base bid, will a quantity adjustment be made for the base bid?
      - **Quantities have been adjusted for the steel encasement pipe by open cut in the Revised Bid Form dated 3-17-23.**

   c. Since JSWSC is providing the 12" pipe, I'm assuming the bidder will exclude the material price of 12" C900 in their bid item for the 12" waterline?
      - **That is correct. The bid item for the 12" water line in the alternate bid is for delivering and installing only. For all other bid items, base bid and alternate bid, material is to be included in the bid item.**
      - **The location of the pipe material is at the City of Jarrell Water Utility Yard located near the intersection of FM 487 and Town Center Boulevard. Contractor shall coordinate pick of materials with Joe Simmons, General Manager – JSWSC.**

2. Please find the attached Williamson County Roadway Crossing Permit. This permit will be required to be filled out by the contractor for submittal to Williamson County once the project has been awarded. All fees associated with this item shall be considered subsidiary to the steel encasement pipe bid items.

II. PLAN SHEETS

1. Refer to sheet P-01.
   a. The location of the new water service connection is near Station 6+60. The attached meter service connection detail shall be utilized for this project.

III. BID SUBMITTAL

1. Bidders shall acknowledge receipt of this Addendum in the space provided in the proposal and on the outer envelope of their bid.

2. A revised Bid Schedule is attached to this Addendum. Bids shall be submitted on the revised Bid Schedule dated 3-17-23. The Owner and Engineer do not guarantee the accuracy of these electronic bid forms and shall have no responsibility for any errors or omissions in Bidders bid amounts arising from use of these electronic bid forms. Accuracy of all bids submitted shall be full responsibility of the Bidder.

March 17, 2023
Date

Alvin R. (Trae) Sutton III, P.E.
Kasberg, Patrick & Associates, LP
800 South Austin Avenue
Georgetown, TX 78626

FILE: P:\JSWSC\2022\2022-102 Northwest WL Imp\CAD_CR 307 PHASE 1\Plans\ADDENDA\22-102 - ADDENDUM 1.dwg LAST SAVED: 4/19/2023 7:19:42 AM LAYOUT: ADDENDUM 01

This document is released for the purpose of interim review under the authority of Alvin R. Sutton P.E. 96530 on October 10, 2023 It is not to be used for construction, bidding or permit purposes.

NO. | DATE | REVISION | BY

© 2022 Kasberg, Patrick & Associates, LP
KPA Firm Registration Number F-510

Plot Date: 10/10/2023 9:51:42 AM
Plotted By: EHARRIS

PROJECT NO. 2020-106
DRAWN BY Eric Harris
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

JARRELL SCHWERTNER WATER SUPPLY CORPORATION
C.R. 305 @ C.R. 307 WATERLINE IMPROVEMENT

ADDENDUM 01

SHEET NO. AD-01 OF 01 SHEETS

Jarrell-Schwertner Water Supply Waterline Relocation
Bud Stockton Loop and CR 305
October 6, 2025
12" Water Line Cost Estimate

Item No.	Description	Unit	Quantity	Unit Price ($)	Unit Cost ($)
1	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Alternate Bid Amount	LS	1	5,663.00	5,663.00
2	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way	LF	1,150	2.00	2,300.00
3	Submit Trench Safety Plan prepared and signed by P.E., in Conformance with State Law and OSHA	LS	1	275.00	275.00
4	Implement and Follow Trench Safety Plan (Pipe)	LF	1,150	0.50	575.00
5	Prepare Stormwater Pollution Prevention Plan, Including Submission to and Receiving Permits from Texas Commission on Environmental Quality	LS	1	138.00	138.00
6	For Preparing and Submitting a Control Plan prepared and signed by a P.E. for Vehicular Traffic	LS	1	138.00	138.00
7	Implement and Administer Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian)	LS	1	464.00	464.00
8	Provide Clean-up and Final Grading Along Final Pipeline Route	LF	1,150	2.50	2,875.00
9	Install 12-inch Diameter C900 DR-18 PVC Water Line	LF	1,000	23.10	23,100.00
10	For Furnishing and Installing 12-Inch Gate Valve with Valve Marker	EA	4	3,573.00	14,292.00
11	For Furnishing and Installing 12" x 2" Reducer	EA	2	580.00	1,160.00
12	Provide and Install 6-inch Diameter C900 DR-18 PVC Water Line	LF	150	36.40	5,460.00
13	For Furnishing and Installing 6-Inch Gate Valve with Valve Marker	EA	2	1,369.00	2,738.00
14	For Furnishing and Installing 6-Inch x 2" Reducer	EA	1	393.00	393.00
15	For Furnishing and Installing 12-Inch Cap	EA	1	486.00	486.00
16	For Furnishing and Installing 12-Inch 45º Bends	EA	6	827.00	4,962.00
17	For Furnishing and Installing 12-Inch 11-1/4º Bends	EA	2	772.00	1,544.00
18	For Furnishing and Installing 6-Inch 90º Bends	EA	1	449.00	449.00
19	For Furnishing and Installing 6-Inch 45º Bends	EA	4	427.00	1,708.00
20	For Furnishing and Installing 24 Steel Encasement Pipe by Open Cut	LF	50	303.40	15,170.00
21	For Furnishing and Installing 18 Steel Encasement Pipe by Open Cut	LF	111	277.70	30,824.70
22	Provide and Install 12"x12" Tee	EA	1	1,341.00	1,341.00
23	Provide and Install 12"x6" Tee	EA	2	1,010.00	2,020.00
24	Provide and Install 2" PVC Water Line Complete For	LF	30	20.90	627.00
25	For Connecting to Existing 6" Water Line	EA	1	2,940.00	2,940.00
26	For Cutting & Capping Existing 6" Water Line	EA	2	486.00	972.00
27	For 2" Tee	EA	1	476.00	476.00
28	For Connecting to Existing 2" Water Line	EA	3	1,215.00	3,645.00
29	Furnish and Install new Water Service Connection	EA	1	626.00	626.00
30	For Furnishing All Materials, Equipment, Tools and Labor Necessary for Pressure Testing Water Pipe, Including Any Necessary Repairs	LS	1	1,415.00	1,415.00
31	Furnish and Install Sampling Stations for Microbiological Testing in accordance with AWWA C-651	LS	1	1,525.00	1,525.00
32	Furnish, Install, Maintain and Remove Silt Fence	LF	950	2.50	2,375.00
33	Furnish, Install, Maintain and Remove Rock Berm	LF	75	25.40	1,905.00
34	Furnish and Install Hydro Mulch Seeding	SY	2,500	1.70	4,250.00
35	Engineering Design Fees	LS	1	21270.00	21,270.00
				TOTAL	$ 160,101.70
				JSW ELIGIBILITY RATIO (%)	97.99%
				JSW ELECTIVE BETTERMENT (%)	3.52%
				NET REIMBURSEMENT TO UTILITY	**$151,361.35**

Attachment "B"
Accounting Method

☒ Actual Cost Method of Accounting

The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Attachment "C"
Schedule of Work

Estimated Start Date (mm/dd/yyyy): 12/17/2023, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this Agreement. (If construction will be joint bid and included in the highway contract, enter the Project let date.)

Estimated Duration (number of days): 102

Estimated Completion Date (mm/dd/yyyy): 03/28/2024

☐ Joint Bid Construction – Actual construction dates may vary as determined by the Project contractor or the County.

Attachment "D"
Statement Covering Contract Work

Engineering Contract:

☐ Utility performing with their own forces. (Certified timesheets or ledgers are required at billing.)

☒ Utility will use consultant contract (Continuing contract rate sheets of fee schedule must be attached.)

☐ The County will procure a utility engineering consultant (Engineering rate sheet must be attached.)

Construction Contract:

☐ Utility performing with their own forces. (Certified timesheets or ledgers are required at billing.)

☒ Utility will use outside forces to perform the accommodation. (Complete the Procedure to be used in Contracting Work below.)

☐ The County will complete the accommodation joint-bid as indicated below. (Option D) (WILCO-U-JB also required)

Statement Covering Utility Construction Contract Work

I, Joe Simmons, a duly authorized and qualified representative of Jarrell-Schwertner Water Supply Corp., hereinafter referred to as Utility, am fully cognizant of the facts and make the following statements in respect to the work which will or may be done on a contract basis as it appears in the estimate (Attachment A), to which this statement is attached.

It is more economical and/or expedient for Utility to contract this accommodation, or Utility is not adequately stated or equipped to perform the necessary work on this Project with its own forces to the extent as indicated on the estimate.

Procedure to be used in Contracting Work:

☒ **<u>Option A:</u>**

Solicitation of bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations must be provided to the County at billing.

☐ **Option B:**

Solicitation of bids is to be accomplished be circulating to a list of pre-qualified contractors or known qualified contractors who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the County. Such presently known contractors are listed below: (a list may be attached)

1. _____
2. _____
3. _____

☐ **Option C:**

The work is to be performed under an existing continuing contract under which certain work is regularly performed for Utility and under which the lowest available costs are developed. The existing continuing contract will be made available for the County for review at a location mutually acceptable to the Utility and the County. If only part of the work is to be done under an existing contract, a Continuing Contract Rate sheet must be attached.

☐ **Option D:**

The Utility plans and specifications, with the consent of County, will be included in the construction contract awarded by the County. In the best interest of both the County and Utility, the Utility request the County to include the plans and specifications for this work in the general contract for construction of the Project [Project Name], so that the work may be can be coordinated with the other construction operations; and the construction contract is to be awarded by the County to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form WILCO-U-JB, the terms of which are incorporated herein by reference.

_____ 11-4-2025

Signature Date

General Manager

Title

_____ _____ _____ 11-4-2025

Initial Date Initial Date

County Utility

Attachment "E"
Utility Joint Use Agreement

☐ Utility Joint Use Agreement (WILCO–U–JUA)

☐ Plans with highlighted areas to be joint used are included.

☒ Utility Installation Review/Permit Number:
The utility must obtain an approved permit before the start of construction inside the County right of way.

☐ Utility Prior Rights Agreement

☐ Plans with prior rights area highlighted are included.

☐ Quit Claim will be submitted at the Final Billing
Area of existing easements to be quit claimed is noted in the plans.

Attachment “F”
Eligibility Ratio

Eligibility Ratio established: 97.99 %

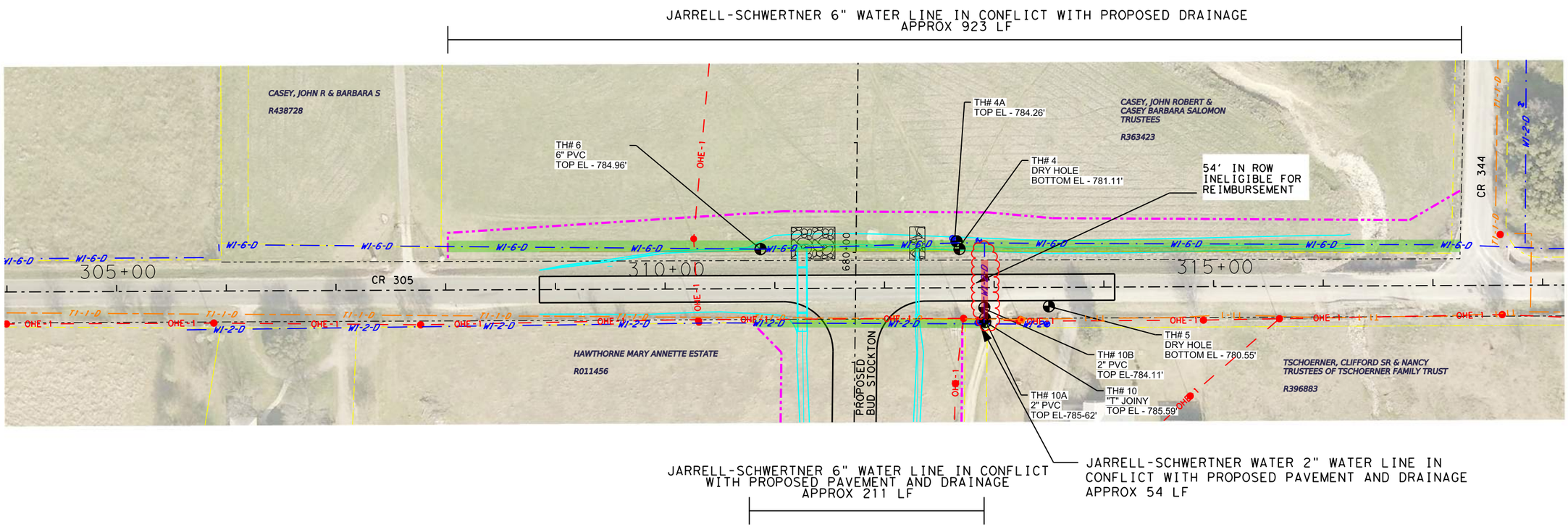
☐ Interstate roadway

☒ Non-interstate roadway / project

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPOSED ROADWAY
- PROPOSED DRAINAGE
- PROPERTY LINES
- ELIGIBLE FOR REIMBURSEMENT
- INELIGIBLE FOR REIMBURSEMENT

LVL B	LVL C/D	EXISTING UTILITIES
		WATER:
W1-2	W1-2-D	JARRELL-SCHWERTNER 2"
W1-6	W1-6-D	JARRELL-SCHWERTNER 6"



UTILITY OWNER	DESCRIPTION OF UTILITY	LINEAR FOOTAGE IN CONFLICT IN EASEMENTS, LF (A)	TOTAL LINEAR FOOTAGE IN CONFLICT, LF (B)	* COST PER LINEAR FOOT, $ (D)	ELIGIBILITY, % (C)=(B/A)	COST OF ADJUSTMENT, $ (E)=(BxD)	ELIGIBLE COST FOR REIMBURSEMENT, $
JARRELL-SCHWERTNER WATER SUPPLY CORP. (JSWSC)	6" WATER LINE WITHIN EASEMENT	923 LF	923 LF	$ 210	100%	$ 193,830.00	$ 193,830.00
JARRELL-SCHWERTNER WATER SUPPLY CORP. (JSWSC)	2" WATER LINE WITHIN ROW	0 LF	54 LF	$ 80	0%	$ 4,320.00	$ 0
JARRELL-SCHWERTNER WATER SUPPLY CORP. (JSWSC)	2" WATER LINE WITHIN EASEMENT	211 LF	211 LF	$ 80	0%	$16,880.00	$ 16,880.00

JARRELL-SCHWERTNER WATER SUPPLY CORP. (JSWSC) ELIGIBILTY FOR BUDSTOCKTON RELOCATIONS, % TOTAL OF (F/E)	TOTAL COST OF ADJUSTMENT, $ (E)	TOTAL ELIGIBLE COST FOR REIMBURSEMENT, $ (F)
97.99%	$ 215,030.00	$ 210,710.00

*** cost per linear foot based on 2023 prices from Cobbfendley***

CobbFendley
Texas Registration No. 274
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

BUD STOCKTON EXTENTION
JARRELL-SCHWERTNER WATER ELIGIBILITY RATIO

0 50' 100
SCALE: 1"=100'

DATE: 5/18/2023

SHEET: 1 OF 1

5/18/2023
12:44:51 PM
\\austinserver\Common\CFA\2014\0308801*Williamson*County*2013*Road*Bond\DESIGN\C. Bud Stockton Extension\EXHIBITS\Eligibility\C-Bud-Stockton*UC*RP-3INT - C

Attachment "G"
Betterment Calculation and Estimate

☐ No Betterment

☒ Elective Betterment Ratio established: 3.52 %

- ☒ Betterment % Calculation is attached
- ☒ Comparative Estimate including betterment and in-kind is attached

☐ Forced Betterment

- ☐ To comply with regulated industry standards, laws, and regulations. (Supporting documentation is attached)
- ☐ To comply with published current design practice followed by the utility in its own work. (Supporting documentation is attached)
- ☐ Due to proposed project design. (Provide explanation below)

Description of Elective Betterment included in this accommodation:

Water line has been up-sized from a 6 inch to a 12 inch pipe.

Statement justifying Forced Betterment included in this accommodation:

Jarrell-Schwertner Water Supply Waterline Relocation
Bud Stockton Loop and CR 305
Comparative Estimate - 6" Water line vs 12" Waterline
March 23, 2023

6" Water Line Installation "In-kind" Replacement Estimate						12" Water Line Elective Betterment Estimate (Upsized)					
Item No.	**Description**	**Unit**	**Quantity**	**Unit Price ($)**	**Unit Cost ($)**	**Item No.**	**Description**	**Unit**	**Quantity**	**Unit Price ($)**	**Unit Cost ($)**
1	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Base Bid Amount	LS	1	5,045.00	5,045.00	1	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Amount	LS	1	5,663.00	5,663.00
2	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way	LF	1,150	2.00	2,300.00	2	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way	LF	1,150	2.00	2,300.00
3	Submit Trench Safety Plan prepared and signed by P.E., in Conformance with State Law and OSHA	LS	1	276.00	276.00	3	Submit Trench Safety Plan prepared and signed by P.E., in Conformance with State Law and OSHA	LS	1	275.00	275.00
4	Implement and Follow Trench Safety Plan (Pipe)	LF	1,150	0.50	575.00	4	Implement and Follow Trench Safety Plan (Pipe)	LF	1,150	0.50	575.00
5	Prepare Stormwater Pollution Prevention Plan, Including Submission to and receiving Permits from Texas Commission on Environmental Quality (TCEQ)	LS	1	138.00	138.00	5	Prepare Stormwater Pollution Prevention Plan, Including Submission to and Receiving Permits from Texas Commission on Environmental Quality	LS	1	138.00	138.00
6	For Preparing and Submitting a Control Plan for Vehicular Traffic	LS	1	138.00	138.00	6	For Preparing and Submitting a Control Plan prepared and signed by a P.E. for Vehicular Traffic	LS	1	138.00	138.00
7	Implement and Administer Barricade, Signing and Traffic Safety Plan (Vehicular)	LS	1	464.00	464.00	7	Implement and Administer Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian)	LS	1	464.00	464.00
8	Provide Clean-up and Final Grading Along Final Pipeline Route	LF	1,150	2.50	2,875.00	8	Provide Clean-up and Final Grading Along Final Pipeline Route	LF	1,150	2.50	2,875.00
9	Provide and Install 6-inch Diameter C900 DR-18 PVC Water Line	LF	1,150	35.80	41,170.00	9	Install 12-inch Diameter C900 DR-18 PVC Water Line	LF	1,000	23.10	23,100.00
10	For Furnishing and Installing 6-Inch Gate Valve with Valve Marker	EA	6	1,369.00	8,214.00	10	For Furnishing and Installing 12-Inch Gate Valve with Valve Marker	EA	4	3,573.00	14,292.00
11	For Furnishing and Installing 6-Inch x 2" Reducer	EA	3	393.00	1,179.00	11	For Furnishing and Installing 12" x 2" Reducer	EA	2	580.00	1,160.00
12	For Furnishing and Installing 6-Inch Cap	EA	1	266.00	266.00	12	Provide and Install 6-inch Diameter C900 DR-18 PVC Water Line	LF	150	36.40	5,460.00
13	For Furnishing and Installing 6-Inch 90º Bends	EA	1	409.00	409.00	13	For Furnishing and Installing 6-Inch Gate Valve with Valve Marker	EA	2	1,369.00	2,738.00
14	For Furnishing and Installing 6-Inch 45º Bends	EA	10	387.00	3,870.00	14	For Furnishing and Installing 6-Inch x 2" Reducer	EA	1	393.00	393.00
15	For Furnishing and Installing 6-Inch 11-1/4º Bends	EA	2	376.00	752.00	15	For Furnishing and Installing 12-Inch Cap	EA	1	486.00	486.00
16	For Furnishing and Installing 18 Steel Encasement Pipe by Open Cut	LF	161	270.90	43,614.90	16	For Furnishing and Installing 12-Inch 45º Bends	EA	6	827.00	4,962.00
17	Provide and Install 6"x6" Tee	EA	2	575.00	1,150.00	17	For Furnishing and Installing 12-Inch 11-1/4º Bends	EA	2	772.00	1,544.00
18	Provide and Install 2" PVC Water Line Complete	LF	30	22.50	675.00	18	For Furnishing and Installing 6-Inch 90º Bends	EA	1	449.00	449.00
19	For Connecting to Existing 6" Water Line	EA	1	2,940.00	2,940.00	19	For Furnishing and Installing 6-Inch 45º Bends	EA	4	427.00	1,708.00
20	For Cutting & Capping Existing 6" Water Line	EA	2	486.00	972.00	20	For Furnishing and Installing 24 Steel Encasement Pipe by Open Cut	LF	50	303.40	15,170.00
21	For 2" Tee	EA	1	476.00	476.00	21	For Furnishing and Installing 18 Steel Encasement Pipe by Open Cut	LF	111	277.70	30,824.70
22	For Connecting to Existing 2" Water Line	EA	3	1,215.00	3,645.00	22	Provide and Install 12"x12" Tee	EA	1	1,341.00	1,341.00
23	Furnish and Install new Water Service Connection	EA	1	626.00	626.00	23	Provide and Install 12"x6" Tee	EA	2	1,010.00	2,020.00
24	For Furnishing All Materials, Equipment, Tools and Labor Necessary for Pressure Testing Water Pipe, Including Any Necessary Repairs	LS	1	1,415.00	1,415.00	24	Provide and Install 2" PVC Water Line Complete F	LF	30	20.90	627.00
25	Furnish and Install Sampling Stations for Microbiological Testing in accordance with AWWA C-651	LS	1	1,525.00	1,525.00	25	For Connecting to Existing 6" Water Line	EA	1	2,940.00	2,940.00
26	Furnish, Install, Maintain and Remove Silt Fence	LF	950	2.50	2,375.00	26	For Cutting & Capping Existing 6" Water Line	EA	2	486.00	972.00
27	Furnish, Install, Maintain and Remove Rock Berm	LF	75	27.40	2,055.00	27	For 2" Tee	EA	1	476.00	476.00
28	Furnish and Install Hydro Mulch Seeding	SY	2,500	1.70	4,250.00	28	For Connecting to Existing 2" Water Line	EA	3	1,215.00	3,645.00
29	Furnish and Install new Water Service Connection	EA	0	626.00	0.00	29	Furnish and Install new Water Service Connection	EA	1	626.00	626.00
30	For Furnishing All Materials, Equipment, Tools and Labor Necessary for Pressure Testing Water Pipe, Including Any Necessary Repairs	LS	0	1,415.00	0.00	30	For Furnishing All Materials, Equipment, Tools and Labor Necessary for Pressure Testing Water Pipe, Including Any Necessary Repairs	LS	1	1,415.00	1,415.00
31	Furnish and Install Sampling Stations for Microbiological Testing in accordance with AWWA C-651	LS	0	1,525.00	0.00	31	Furnish and Install Sampling Stations for Microbiological Testing in accordance with AWWA C-651	LS	1	1,525.00	1,525.00
32	Furnish, Install, Maintain and Remove Silt Fence	LF	0	2.50	0.00	32	Furnish, Install, Maintain and Remove Silt Fence	LF	950	2.50	2,375.00
33	Furnish, Install, Maintain and Remove Rock Berm	LF	0	25.40	0.00	33	Furnish, Install, Maintain and Remove Rock Berm	LF	75	25.40	1,905.00
34	Furnish and Install Hydro Mulch Seeding	SY	0	1.70	0.00	34	Furnish and Install Hydro Mulch Seeding	SY	2,500	1.70	4,250.00
35	Engineering Design Fees	LS	1	21,270.00	21,270.00	35	Engineering Design Fees	LS	1	21,270.00	21,270.00
TOTAL IN-KIND ESTIMATE AMOUNT - (Items 1 - 28)		**TOTAL**		**$ 154,659.90**		**TOTAL ELECTIVE BETTERMENT ESTIMATE AMOUNT - (Items 1 - 34)**				**TOTAL**	**$ 160,101.70**

Betterment Ratio Calculation	
The total estimated cost of the project including Betterment (B)	**$ 160,101.70**
The total estimate cost of the project to replace in-kind (A)	**$ 154,659.90**
Amount of Betterment (B-A)=C	**$5,441.80**
Betterment Ratio (C)/(A) (%)	**3.52%**

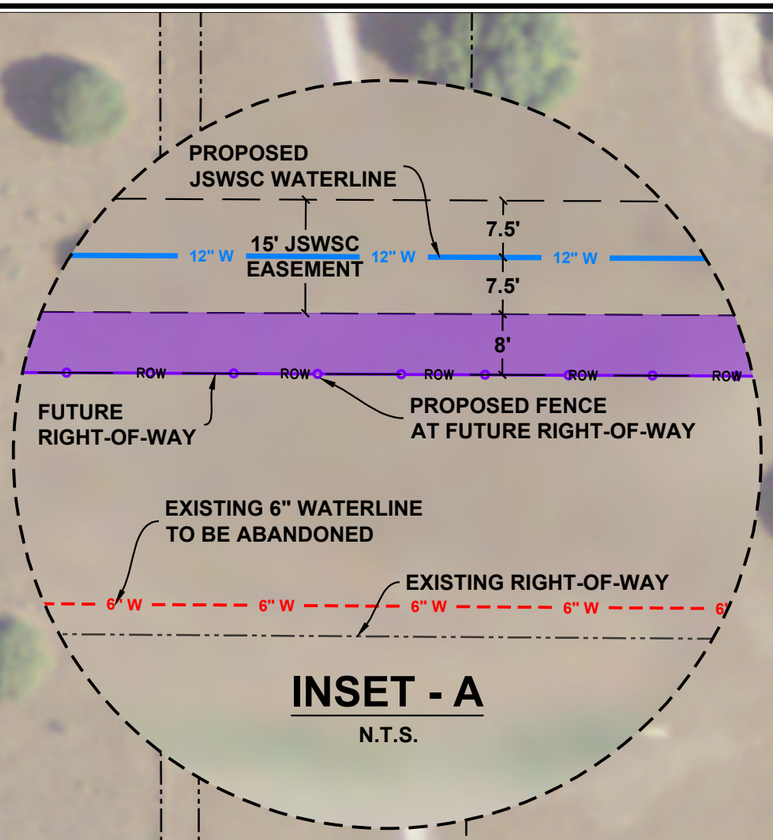
Attachment "H"
Proof of Property Interest

☒ Supporting documentation of compensable property interest that establishes reimbursement eligibility.

☒ Property interest documented through the following applicable affidavits and required attachments are attached.

- ☒ WILCO-U-Affidavit
  - ☒ Utility Owner
    AND
  - ☒ Disinterested Party or Landowner

- ☐ Pole attachment with utility holding a compensable property interest.



JARRELL SCHWERTNER WATER SUPPLY CORP.

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
Firm Registration No. F-510

NORTHWEST WATERLINE IMPROVEMENTS

CR 305 ATC. BUD STOCKTON WATERLINE IMPROVEMENTS

FILE: P:\JSWSC\2022\2022-102 Northwest WL Imp\CAD\EXHIBITS\c bud stockton.dwg LAST SAVED: 10/25/2022 8:14:45 AM LAYOUT: CR 305 AT C BUD STOCKTON

CERTIFICATE OF ACKNOWLEDGEMENT FOR INDIVIDUALS

THE STATE OF TEXAS

COUNTY OF ~~TRAVIS~~ WILLIAMSON

This instrument was acknowledged before me on September 30, 19 94, by BILL R. CASEY and wife, DIXIE L. CASEY

BARBARA SCHROEDER
MY COMMISSION EXPIRES
August 31, 1996

(Signature) Barbara Schroeder
(Print Name)
Notary Public, State of
My Commission Expires:

CERTIFICATE OF ACKNOWLEDGEMENT FOR INDIVIDUALS

THE STATE OF TEXAS

COUNTY OF ~~TRAVIS~~ Williamson

This instrument was acknowledged before me on September 30, 19 94, by JOHN R. CASEY

BARBARA SCHROEDER
MY COMMISSION EXPIRES
August 31, 1996

(Signature) Barbara Schroeder
(Print Name)
Notary Public, State of
My Commission Expires:

CERTIFICATE OF ACKNOWLEDGEMENT FOR INDIVIDUALS

THE STATE OF

COUNTY OF

This instrument was acknowledged before me on _____, 19_____, by_____

(Signature)
(Print Name)
Notary Public, State of
My Commission Expires:

CORPORATE ACKNOWLEDGEMENT

THE STATE OF

COUNTY OF

This instrument was acknowledged before me on _____, 19_____, by_____

_____, on behalf of said corporation.

(Signature)
(Print Name)
Notary Public, State of
My Commission Expires:

RECORDERS MEMORANDUM
All or parts of the text on this page **was not clearly legible** for satisfactory recordation.

Doc# : 9452493
Rec. $ 11.00
Date : 10-26-1994
Time : 10:24:05 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
This is to certify that this document was FILED and RECORDED in the Official Public Records of Williamson County, Texas on the date and time stamped thereon.

Elaine Bizzell
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

WILLIAMSON COUNTY
1848

AFFIDAVIT

(•) For Utility Company

( ) For Landowner

( ) For Disinterested Party

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

District: Jarell
County: Williamson
Project No.: Bud Stockton Ext. (CR305-FM486)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared 2/16/2023, who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Joe Simmons am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. My current address is , 2393 CR 311, Jarrell Texas;

2. I am familiar with the land that is the subject of this Affidavit because General Manager (reason for knowledge, i.e., Landowner, County Commissioner, Agricultural Agent, Judge, Mayor, District/Area Engineer, or etc.)

3. I have personal knowledge that Water ("Utility") has occupied AW0172 DAVIS, E. SUR., ACRES 30.9622 [description of land] for a period of 21 years

4. The Utility has occupied the land by the placing of water lines [electric poles and lines, water lines, etc.], and said facilities have been present continuously during the period of the Utility's occupation.

5. The Utility is attesting to ownership, including claims through deeds, etc.Water; (For Utility Only)

Further affiant sayeth not."

Signature

General Manager
Title

Jarrell Schwertner WSC
Company/City/County

Individual

State of Texas
County of _____

Subscribed and Sworn To before me on this _____ day of _____ 20___,
by _____.

_____
Notary Public's Signature
Notary's Name (Printed): _____
My commission expires: _____

OR

Business Entity

State of Texas
County of Williamson

Subscribed and Sworn To before me on this 16th day of February 2023
by Joe Simmons, _____,
of Jarrell-Schwertner WSC [name of utility company], a Texas [state]
WSC [type of company, e.g. LLC, Inc., L.P., etc.].

Chelsea M Williams
Notary Public, State of Texas
Comm. Expires 7/14/2024
Notary ID 13041477-3

_____
Notary Public's Signature
Notary's Name (Printed): Chelsea Williams
My commission expires: 7/14/2024

JARRELL-SCHWERTNER WATER SUPPLY CORPORATION
MEMBERSHIP TRANSFER

Transferor hereby surrenders Membership in the Jarrell-Schwertner WSC by execution of the attached signature. Water service rights granted by Membership and other qualification hereby cease contingent upon further qualification of the Transferee in accordance with the policies of the Jarrell-Schwertner WSC.

By execution hereof, the undersigned hereby acknowledges that the Membership Transfer complies with the terms of one of the following items (1) through (4), thereby qualifying for transfer of Membership in accordance with the laws of the State of Texas.

(1) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
(2) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
(3) The Membership is transferred without compensation or by sale to the Corporation; or
(4) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.

Transferee understands that qualification for Membership is not binding on the Corporation and does not qualify Member for continued water service unless the following terms and conditions are met.

(1) This Membership Transfer Authorization Form is completed by the Transferor and Transferee;
(2) The Transferee has completed the required Application Packet;
(3) All indebtedness due the Corporation has been paid;
(4) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose; and
(5) Any other terms and conditions of the Corporation's Tariff are properly met.

Nellie L Casey
Signature of Transferor

John R Casey
Signature of Transferee

#2304 ~~2803~~ R 5 ✓
P 1
Seq 6938
5083526
4186523
WR 1026

Membership Transfer Authorization (Continued)

991

Dixie Casey
Transferor's Name

John Casey
Transferee's Name

105 Church St
Forwarding Address

2400 CR 305
Current Address

Georgetown, TX 78627
City, State, Zip Code

Jarrell TX 76537
City, State, Zip Code

863-8257
Phone

512-746-2342
Phone

Account # 991 Final Reading _____ Reading Date 5-29-07

Location of Meter 101 CR 344

Note: A fee of $35.00 is charged to the Transferee on all transfers.

Transferor may be due a refund of the Membership Fee, and Transferee understands that he/she must place on deposit a refundable Membership Fee with the Corporation.

Acknowledgement

The State of Texas
County of Williamson

In Witness whereof the said Transferor and Transferee have executed this instrument this 29 day of May, 2007

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Dixie Casey + John Casey known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of May 2007

(Seal)

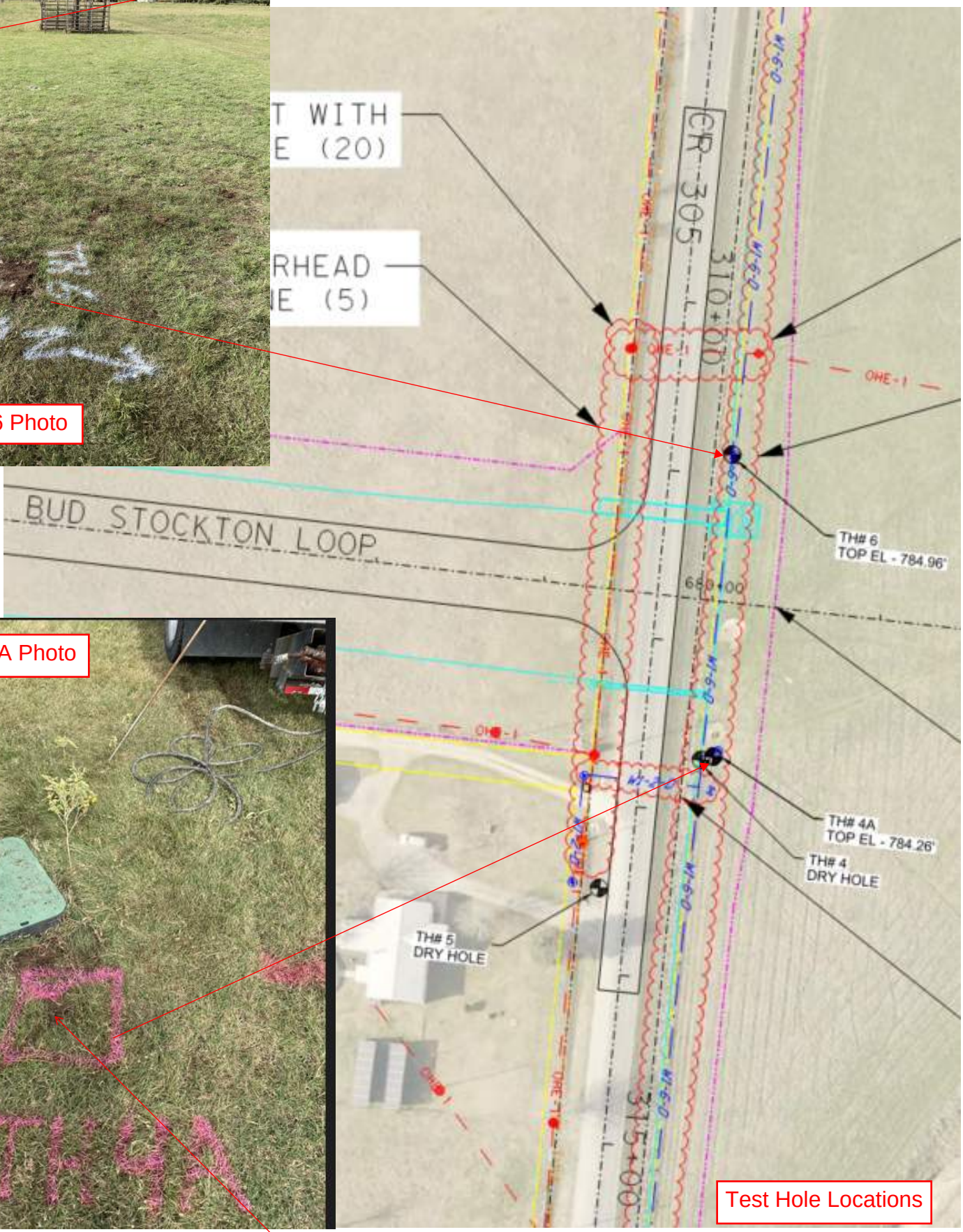
Jerry J Heckman
Notary Public in and for
Williamson County, Texas

Commission expires _____

found behind fence inside property.

Test Hole 6 Photo

Test Hole 4A Photo



Test Hole Locations

Found behind fence inside property.

CobbFendley

TBPE NO. F-274 / TBPLS NO. 10046701

TEST HOLE DATA SHEET

Project Name: BAGDAD RD — LP 332 TO CR 281
Project No.: 1903-099-05, TASK 32
Location: CR 305

Test Hole No.: 6
Utility: JARRELL-SCHERTNER WATER
Date: 11-10-2021

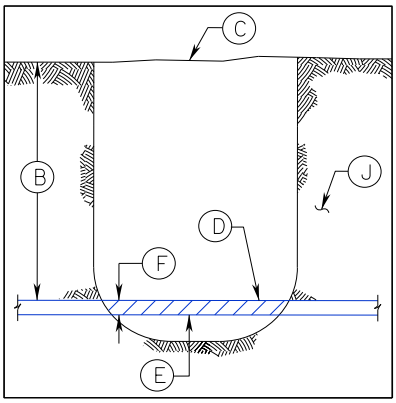
TEST HOLE DATA

A. Northing: 10277387.46
   Easting: 3144220.25
B. Depth to Top of Utility: 2.00'
C. Elevation Grade @ Top of Hole: 786.96'
D. Elev. @ Top of Utility: 784.96'
E. Elev. @ Bottom of Utility: N/A
F. Width or Dia. of Utility: 0.50'
G. Material of Utility: PLASTIC
H. Condition of Utility: GOOD
I. Thickness of Pvmt.: N/A
   Base, etc.: N/A
J. Description of Soil: CLAY

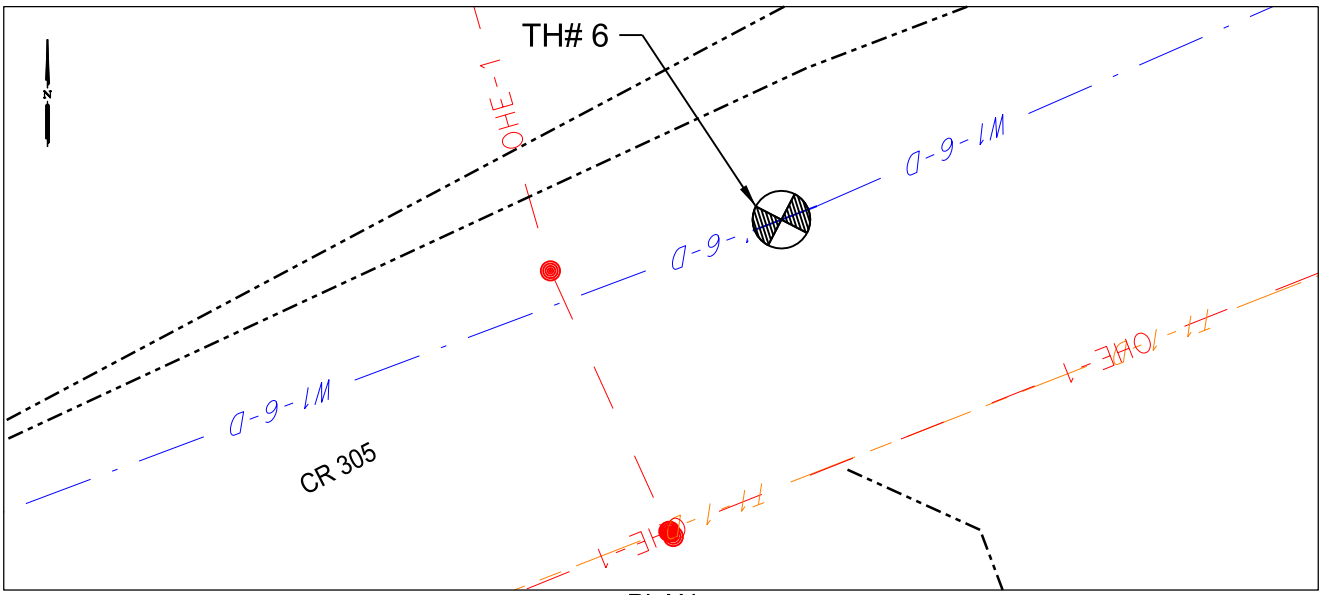
TOP

LEGEND

SEE PLAN SHEETS



PROFILE



PLAN

B.M. CP 105	Elev.= 829.57'	Description:	NAIL
Northing: 10272755.45		Easting:	3146025.37
B.M. CP 109	Elev.= 834.59'	Description:	NAIL
Northing: 10270728.52		Easting:	3146309.29

Remarks:

NOTE: ALL COORDINATES ARE USING TEXAS COORDINATE SYSTEM OF 1983 (NAD_83 (2011). CENTRAL ZONE. SURFACE. SAF FACTOR: 1.00012

CobbFendley

TBPE NO. F-274 / TBPLS NO. 10046701

TEST HOLE DATA SHEET

Project Name: BAGDAD RD — LP 332 TO CR 281
Project No.: 1903-099-05, TASK 32
Location: CR 305

Test Hole No.: 4A
Utility: JARRELL-SCHWERTNER WATER
Date: 11-09-2021

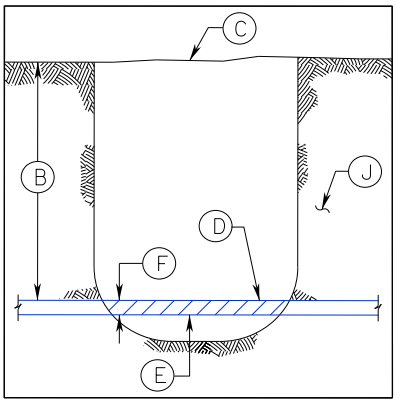
TEST HOLE DATA

A. Northing: 10277458.71
   Easting: 3144384.26
B. Depth to Top of Utility: 1.72'
C. Elevation Grade @ Top of Hole: 785.98'
D. Elev. @ Top of Utility: 784.26'
E. Elev. @ Bottom of Utility: N/A
F. Width or Dia. of Utility: 0.50'
G. Material of Utility: PLASTIC
H. Condition of Utility: GOOD
I. Thickness of Pvmt.: N/A
   Base, etc.: N/A
J. Description of Soil: CLAY

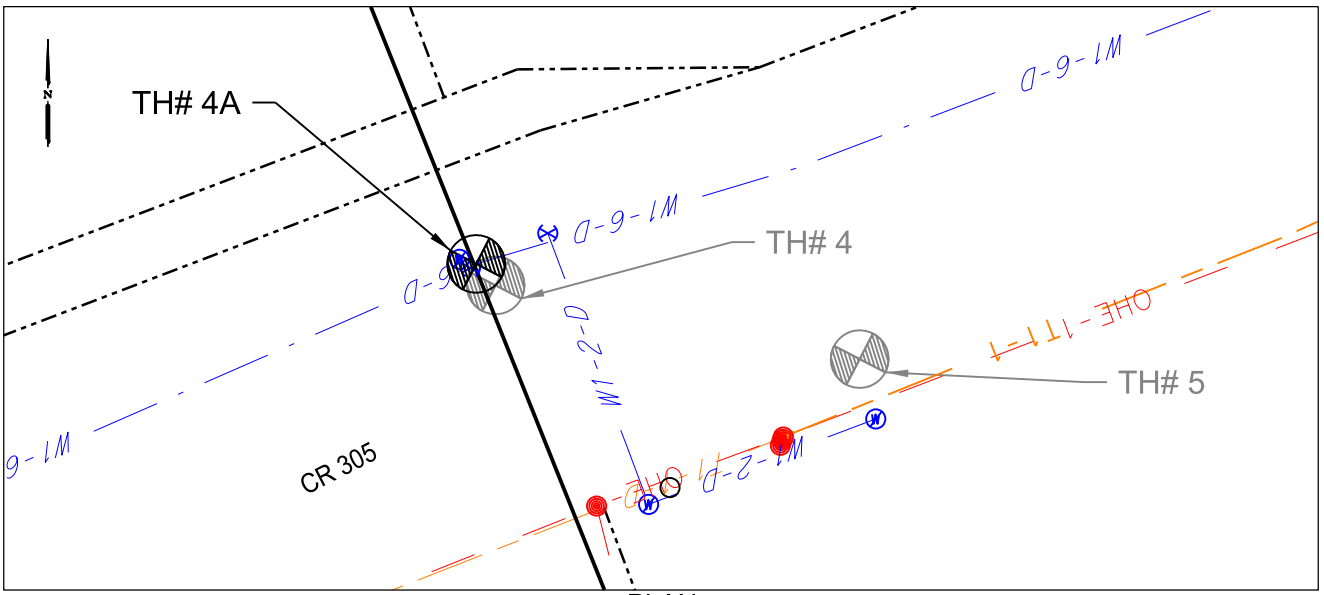
TOP

LEGEND

SEE PLAN SHEETS



PROFILE



PLAN

B.M. CP 105	Elev.= 829.57'	Description:	NAIL
Northing: 10272755.45		Easting:	3146025.37
B.M. CP 109	Elev.= 834.59'	Description:	NAIL
Northing: 10270728.52		Easting:	3146309.29

Remarks: TEST HOLE NEXT TO IRRIGATION BOX.

NOTE: ALL COORDINATES ARE USING TEXAS COORDINATE SYSTEM OF 1983 (NAD_83 (2011). CENTRAL ZONE. SURFACE. SAF FACTOR: 1.00012

SUBSURFACE UTILITY ENGINEERING

Commissioners Court - Regular Session **77.**

Meeting Date: 12/09/2025

Chandler Road at FM 1660 – Encroachment Agreement with Oncor Electric

Submitted By: Julissa Romero, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Encroachment Agreement with Oncor Electric for utility relocations on the Chandler Road at FM 1660 Project, a Road Bond Project in Commissioner Precinct 4.

Background

Oncor Electric has existing facilities in conflict with the Chandler Road at FM 1660 Project. The Encroachment Agreement for the relocations allows for the user to locate the encroaching facility within the designated easement area, per the relocation plans within the agreement package. This agreement amount is for $0.00 and Oncor Electric is not eligible for reimbursement. The total anticipated reimbursement to Oncor Electric by the County is $0.00 (100% of $0.00).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ChandlerRd(FM1660 Overpass)-Oncor

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:01 AM
Form Started By: Julissa Romero		Started On: 12/01/2025 07:41 AM
Final Approval Date: 12/03/2025		

Salado – Hutto 345kV
E-267996
2025-4020RT

ENCROACHMENT ON EASEMENT

WHEREAS, **Oncor Electric Delivery Company LLC ("Oncor")**, is the owner of an easement in Williamson County, Texas, which is recorded in Instrument No. 2009068281, of the Deed Records of Williamson County, Texas ("**Easement**"); and

WHEREAS, **WILLIAMSON COUNTY, TEXAS** ("**User**"), desires permission to construct, operate and maintain grading, paving, bridge approach structure, drainage, traffic signals, and signage ("**Encroaching Facility**") within the area or boundaries of the Easement ("**Easement Area**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Oncor and User do hereby agree as follows:

1. **Location of Encroaching Facility**. User may locate the Encroaching Facility in the Easement Area, but only as described and shown on the attached drawing marked **Exhibit "A"** and incorporated herein. User may not relocate the Encroaching Facility within the Easement Area without the consent and approval of Oncor, which consent and approval shall be at Oncor's sole discretion. User acknowledges and agrees that Oncor holds easement rights on the Easement Area; therefore, User shall obtain whatever rights and permission, other than Oncor's, that are necessary.

2. **Restrictions on Use of Easement Area**. User shall use only so much of the Easement Area as may be necessary to construct, maintain and repair the Encroaching Facility. User shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Encroaching Facility. At the conclusion of any construction, User shall remove all debris and other materials from the Easement Area and restore the Easement Area to the same condition it was in prior to the commencement of User's construction thereon or in proximity thereto, subject to continued operation and maintenance of the Encroaching Facility.

User shall not place trash dumpsters, toxic substances or flammable material in the Easement Area. Further, if the Easement Area has transmission or distribution facilities located thereon, User shall not place upon the Easement Area any improvements other than as shown in the attached Encroaching Facility plans, including but not limited to, buildings, light standards, fences (excluding barriers installed around transmission towers, if applicable), shrubs, trees or signs unless approved in advance in writing by Oncor. Additional general construction limitations on encroachments are described and listed in **Exhibit "B"**, attached hereto and by reference made a part hereof.

3. **Maintenance of Encroaching Facility**. User, at User's sole expense, shall maintain and operate the Encroaching Facility. Oncor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of User's Encroaching Facility.

4. **Risk and Liability**. User assumes all risks and liability resulting or arising from or relating to User's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that Oncor shall not be liable for any damage to the Encroaching Facility as a result of Oncor's use or enjoyment of its Easement. Any Oncor property damaged or destroyed by User or its agents, employees, invitees, contractors or subcontractors shall be repaired or replaced by Oncor at User's expense and payment is due upon User's receipt of an invoice from Oncor.

5. **Indemnification**. To the extent allowed by law, User agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons, including claims based on strict liability, arising out of or in connection with User's actions or omissions or the actions or omissions of its officers, agents, associates, employees, contractors or subcontractors or the actions or omissions of any other person entering onto the Easement Area or the Encroaching Facility, **including the negligent actions or omissions of Oncor**, when such actions or omissions directly relate to User's use of the Easement Area.

6. **High Voltage Restrictions**. Use of draglines or other boom-type equipment in connection with any work to be performed on the Easement Area by User, its employees, agents, invitees, contractors or subcontractors must comply with Chapter 752, Texas Health and Safety Code, the National Electric Safety Code and any other applicable safety or clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines situated on the aforesaid property. User must notify the **Region Transmission Office at (903)352-5977,** 48 hours prior to the beginning of any work on the Easement Area.

7. **Removal by Oncor**. If at any time in the future, the Encroaching Facility, in the sole judgment of Oncor, interferes with Oncor's use or enjoyment of its easement rights, Oncor shall have the right to request the impairment, reconstruction or modification of said Encroaching Facility by User to reasonably accommodate Oncor's easement rights. Oncor shall notify User in writing of the particular interference and that within 90 days the Encroaching Facility must be impaired, reconstructed or modified at User's sole cost. If at the end of the 90 day period the Encroaching Facility has not been impaired, reconstructed, or modified, Oncor may impair, reconstruct, or modify it, at User's expense. Oncor will not be responsible nor will compensation be paid for damages incurred by such impairment, reconstruction, or modification, including, but not limited to, damages for loss of use of the Encroaching Facility or business interruption. However, Oncor agrees to use good utility practices to avoid or minimize disruptions to the Encroaching Facility by the traveling public. In an emergency, Oncor shall have the right to immediately impair or temporarily remove or modify the Encroaching Facility. If the Encroaching Facility is removed, Oncor will not unreasonably withhold consent for User to reconstruct or relocate the Encroaching Facility within the Easement Area to an approved location.

8. **Default and Termination**. It is understood and agreed that, in case of default by User or its agents in any of the terms and conditions herein stated and such default continues for a period of ten (**10**) days after Oncor notifies User of such default in writing, Oncor may at its election forthwith terminate this agreement and upon such termination all of User's rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the Encroaching Facility.

This agreement shall extend to and be binding upon User and its successors and assigns, and is not to be interpreted as a waiver of any rights held by Oncor under its Easement.

Executed this 2 day of September, 2025.

Oncor Electric Delivery Company LLC

By: Jon T. Bowers
Jon T. Bowers
Attorney-In-Fact

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Jon T Bowers, as the Attorney-In-Fact of **Oncor Electric Delivery Company LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of September, A. D. 2025.

MANDY M. SMITH
Notary Public, State of Texas
Comm. Expires 08-02-2028
Notary ID 124437083

Notary Public in and for the State of Texas

Project: Chandler Road (FM 1660 Overpass)
Utility Owner: Oncor Electric
P number: P683

APPROVED
By Christen Eschberger at 3:58 pm, Dec 01, 2025

REVIEWED
By Eddie Church, P.E. at 10:58 am, Nov 24, 2025

REVIEWED
By Ade Ashaye at 2:24 pm, Nov 24, 2025

REVIEWED PER S&C'S REDLINES
By Harsha Shetty on 11/05/2025

WILLIAMSON COUNTY, TEXAS

By:_____

Name:_____

Title: _____

STATE OF TEXAS §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

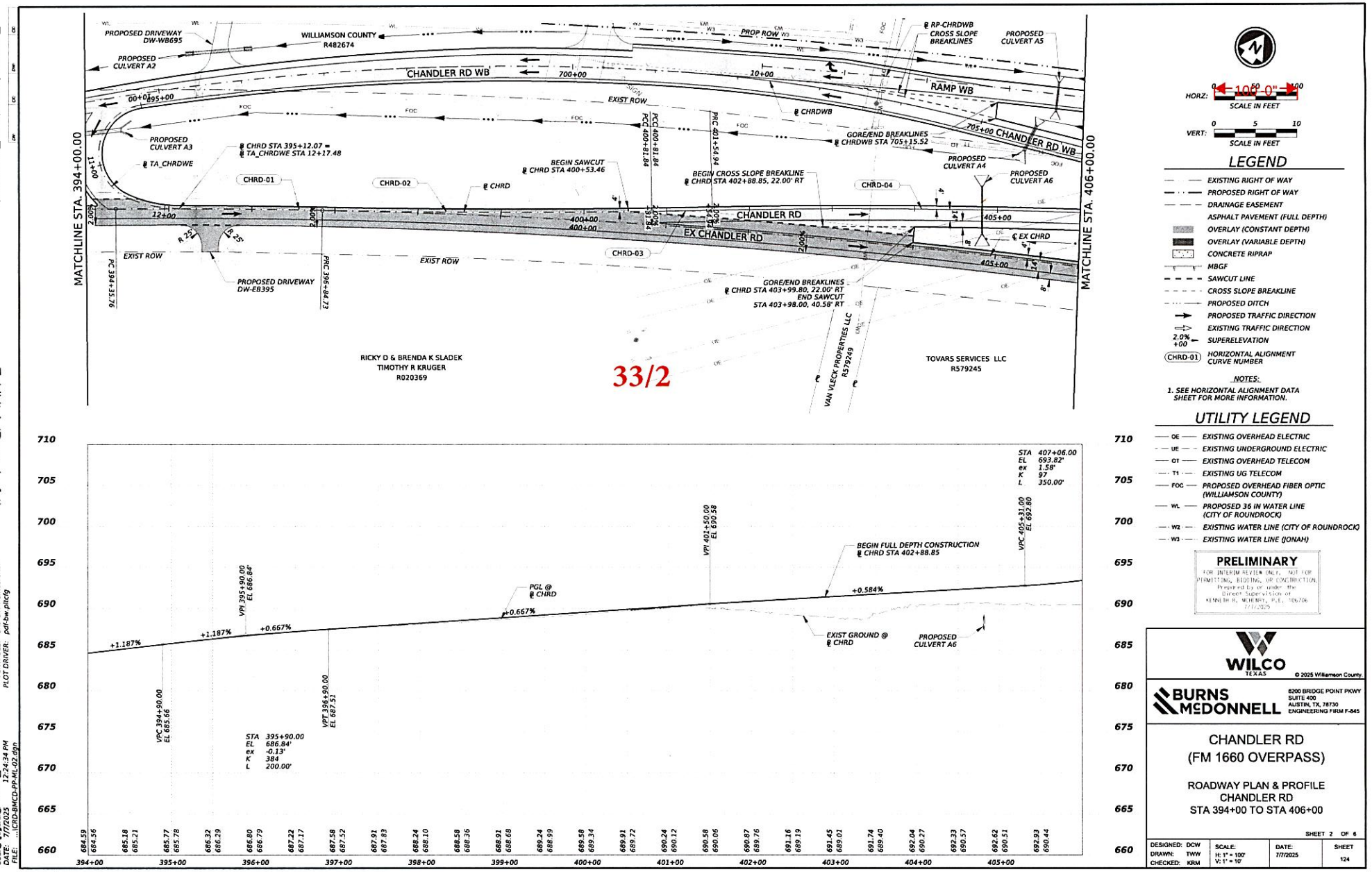
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2025.

_____
Notary Public in and for the State of Texas

After Recording, Return To:
Oncor Electric Delivery Company LLC
Right of Way Services
Attn: Laura DeLaPaz
777 Main St, Suite 707
Ft. Worth, Texas 76102

Encroachment on Easement

Exhibit A (Page 1 of 4)



HORZ: 1" = 100'-0" SCALE IN FEET

VERT: SCALE IN FEET

LEGEND

- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- DRAINAGE EASEMENT
- ASPHALT PAVEMENT (FULL DEPTH)
- OVERLAY (CONSTANT DEPTH)
- OVERLAY (VARIABLE DEPTH)
- CONCRETE RIPRAP
- MBGF
- SAWCUT LINE
- CROSS SLOPE BREAKLINE
- PROPOSED DITCH
- PROPOSED TRAFFIC DIRECTION
- EXISTING TRAFFIC DIRECTION
- 2.0% +00 SUPERELEVATION
- (CHRD-01) HORIZONTAL ALIGNMENT CURVE NUMBER

NOTES:

1. SEE HORIZONTAL ALIGNMENT DATA SHEET FOR MORE INFORMATION.

UTILITY LEGEND

- OE EXISTING OVERHEAD ELECTRIC
- UE EXISTING UNDERGROUND ELECTRIC
- OT EXISTING OVERHEAD TELECOM
- T1 EXISTING UG TELECOM
- FOC PROPOSED OVERHEAD FIBER OPTIC (WILLIAMSON COUNTY)
- WL PROPOSED 36 IN WATER LINE (CITY OF ROUNDROCK)
- W2 EXISTING WATER LINE (CITY OF ROUNDROCK)
- W3 EXISTING WATER LINE (JONAH)

PRELIMINARY

FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION. Prepared by or under the Direct Supervision of KENNETH R. MCHENRY, P.E. 106706 7/7/2025

WILCO TEXAS

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BURNS McDONNELL
6200 BRIDGE POINT PKWY
SUITE 400
AUSTIN, TX, 78730
ENGINEERING FIRM F-845

CHANDLER RD (FM 1660 OVERPASS)

ROADWAY PLAN & PROFILE
CHANDLER RD
STA 394+00 TO STA 406+00

SHEET 2 OF 6

DESIGNED: DCW	SCALE: H: 1" = 100' V: 1" = 10'	DATE: 7/7/2025	SHEET 124
DRAWN: TWW			
CHECKED: KRM			

PENTABLE: CRD BW Pentable tbl
PLOT DRIVER: pdf-bw.pltcfg
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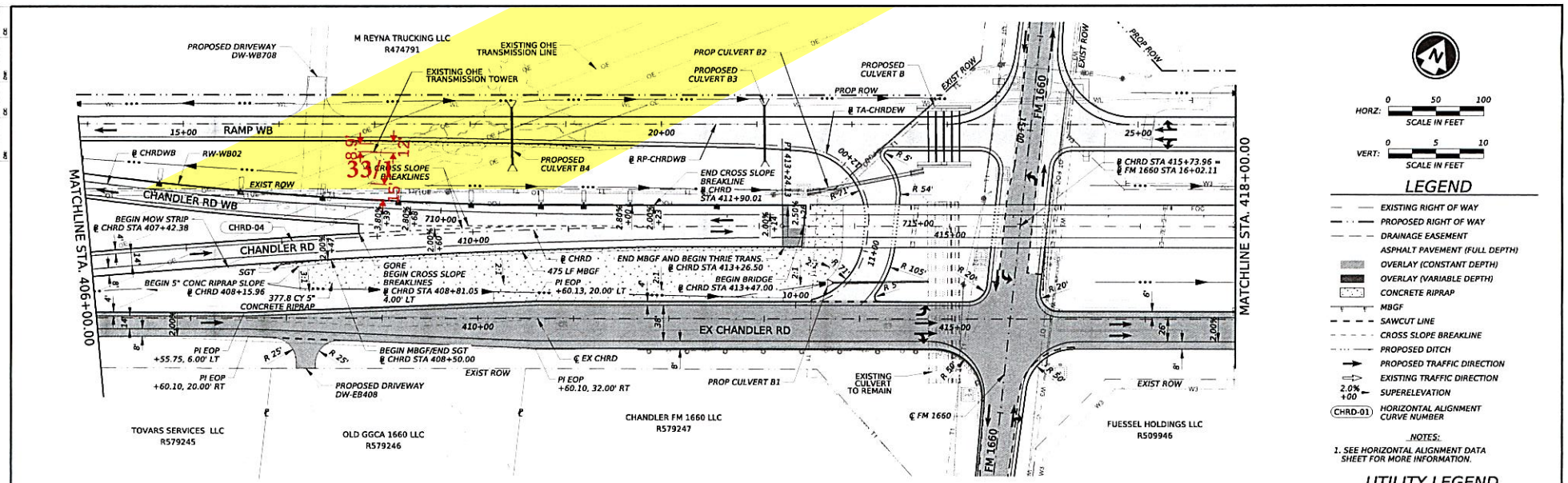
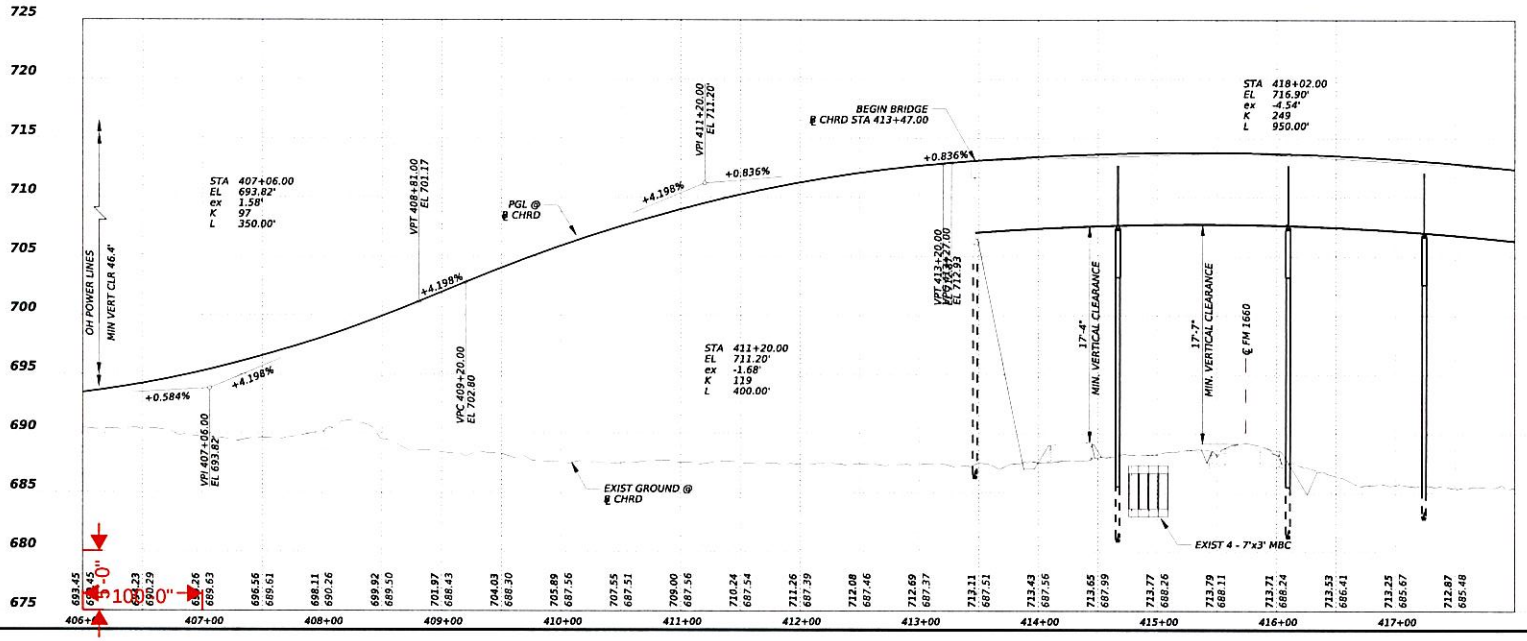
Encroachment on Easement

Exhibit A (Page 2 of 4)





LEGEND

- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- DRAINAGE EASEMENT
- ASPHALT PAVEMENT (FULL DEPTH)
- OVERLAY (CONSTANT DEPTH)
- OVERLAY (VARIABLE DEPTH)
- CONCRETE RIPRAP
- MBGF
- SAWCUT LINE
- CROSS SLOPE BREAKLINE
- PROPOSED DITCH
- PROPOSED TRAFFIC DIRECTION
- EXISTING TRAFFIC DIRECTION
- 2.0% +00 SUPERELEVATION
- CHRD-01 HORIZONTAL ALIGNMENT CURVE NUMBER

NOTES:

1. SEE HORIZONTAL ALIGNMENT DATA SHEET FOR MORE INFORMATION.

UTILITY LEGEND

- OE — EXISTING OVERHEAD ELECTRIC
- UE — EXISTING UNDERGROUND ELECTRIC
- OT — EXISTING OVERHEAD TELECOM
- T1 — EXISTING UG TELECOM
- FOC — PROPOSED OVERHEAD FIBER OPTIC (WILLIAMSON COUNTY)
- WL — PROPOSED 36 IN WATER LINE (CITY OF ROUNDROCK)
- W2 — EXISTING WATER LINE (CITY OF ROUNDROCK)
- W3 — EXISTING WATER LINE (JONAH)

PRELIMINARY

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Prepared by or under the Direct Supervision of:
KENNETH R. MCHENRY, P.E. 106706
7/7/2025

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WILCO TEXAS

BURNS McDONNELL
6200 BRIDGE POINT PKWY
SUITE 400
AUSTIN, TX, 78730
ENGINEERING FIRM F-845

CHANDLER RD (FM 1660 OVERPASS)

ROADWAY PLAN & PROFILE
CHANDLER RD
STA 406+00 TO STA 418+00

SHEET 3 OF 8

DESIGNED: DCW	SCALE: H: 1" = 100' V: 1" = 10'	DATE: 7/7/2025	SHEET 125
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CHECKED: KRM			

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PLOT DRIVER: pdf-bw.pltcfg
USER: wwilliams
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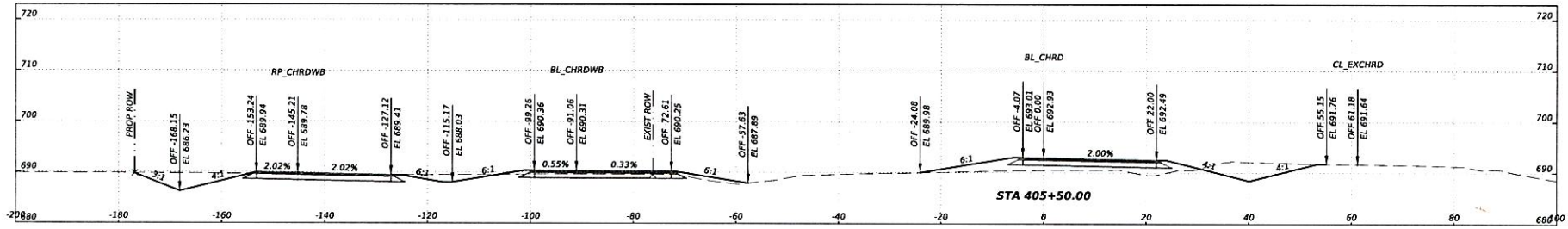
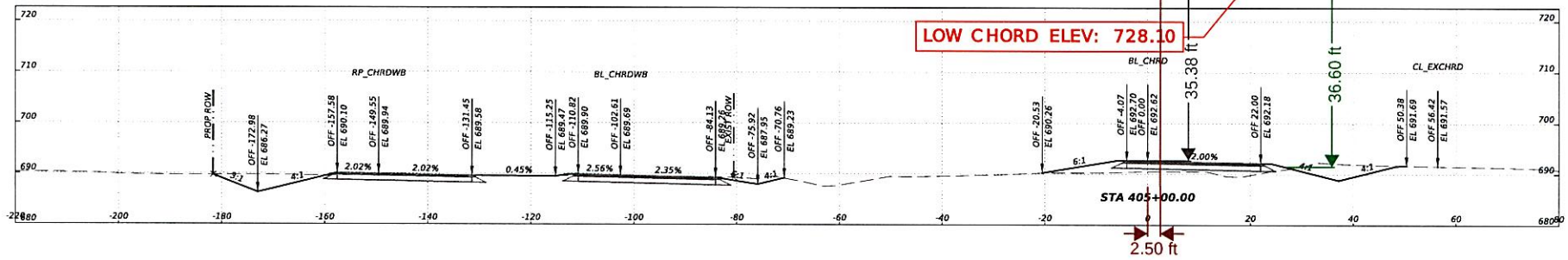
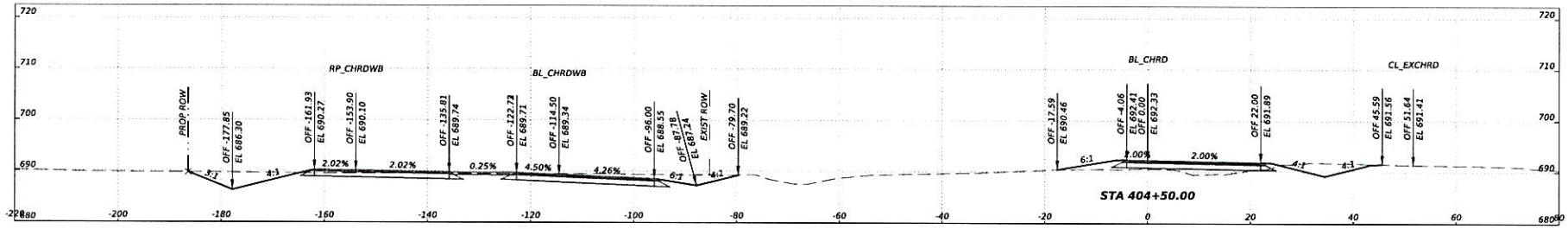
Page 3 of 3

Encroachment on Easement

Exhibit A (Page 3 of 4)







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PLOT DRIVER: CRD-PDF-C.pltcfg
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DATE: 7/2/2025 7:12:57 PM
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Page 8 of 13

REVISIONS			
NO.	DATE	DESCRIPTION	

HORZ: 0 10 20 SCALE IN FEET

VERT: 0 10 20 SCALE IN FEET

WILCO TEXAS

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BURNS McDONNELL
6200 BRIDGE POINT PKWY
SUITE 400
AUSTIN, TX, 78730
ENGINEERING FIRM F-845

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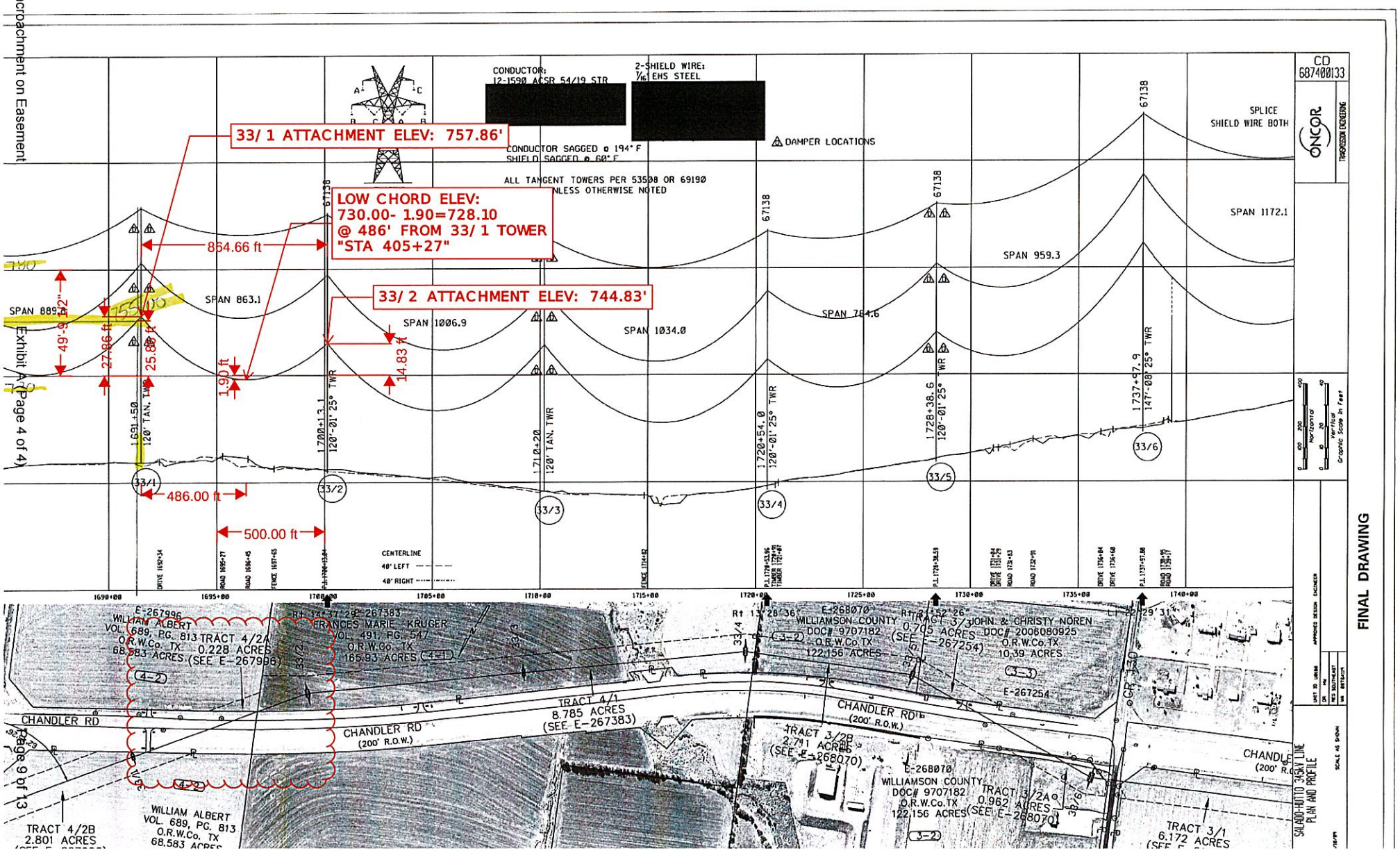
Prepared by or under the Direct Supervision of
KENNETH R. MCHENRY, P.E. 106706
7/2/2025

CHANDLER RD (FM 1660 OVERPASS) CROSS SECTIONS

DESIGNED:	SCALE:	DATE:	SHEET
DRAWN:	H: 1" = 20'	7/2/2025	15
CHECKED:	V: 1" = 20'		

Encroachment on Easement

Exhibit A (Page 4 of 4)



Page 9 of 13

FINAL DRAWING

LIMITATIONS ON

Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY

EXHIBIT "B"

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.

2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.

3. Construction on electric transmission line easements acquired by Oncor after January 1, 2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.

4. No crossing less than 45 degrees to the centerline of the right-of-way.

5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.

6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.

7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.

8. No signs, lights or guard lights will be permitted on the right-of-way.

9. Power line safety equipment operations: hazard assessment and precautions inside the work zone area must be performed and in compliance with OSHA Standard §1926.1408 at all times. Equipment shall not be placed within fifteen (15) feet of the Oncor 138,000 volt or less power

lines or within twenty (20) feet of the Oncor 345,000 volt power lines.

10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.

11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.

12. Draglines will not be used under the line or on Oncor right-of-way.

13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any Oncor transmission structure (tower, pole, guy wire, etc...) other than as shown in the plans for the Encroaching Facility, if any.

14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way other than as shown in the plans for the Encroaching Facility, if any.

15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.

16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, (903)352-5977.

17. No hazardous materials will be stored on the right of way.

18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material

Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

19. Brush and cut timber is not to be piled or stacked on Oncor right-of-way nor is it allowed to be burned upon or in close proximity to the conductors or towers.

20. No structures or obstructions, such as buildings, garages, barns, sheds, swimming pools, playground equipment, guard houses, etc., will be permitted on the right-of-way.

21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.

22. No park or park designation will be permitted on the right-of-way.

23. Gas Pipeline Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; **1)** a concrete protective barrier between the surface and the pipe that is a minimum of one (1) foot thick by one (1) foot wide, if pipe is wider than one (1) foot, then width of pipe, with the top of the concrete barrier to be at least one (1) foot below the surface or final grade, **2)** construct the gas pipeline inside of a proper protective steel casing, **3)** where electric facilities are located above ground, install the pipeline a minimum of ten (10) feet below the ground surface, or **4)** where electric facilities are located below ground, install the pipeline at a depth that provides for a minimum of a ten (10) foot clearance between the pipeline and the underground electric facilities.

24. No fire hydrants or manholes will be permitted within the right-of-way.

25. Any drainage feature that allows water to pond, causes erosion, directs stormwater toward the right-of-way or limits access to or around Oncor's facilities is prohibited. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way other than as shown in the plans for the Encroaching Facility, if any.

26. No boring pits or other type of pits will be permitted within the right-of-way.

Commissioners Court - Regular Session **78.**

Meeting Date: 12/09/2025

23IFB13 Bud Stockton Extension - Notice of Termination (NOT)

Submitted By: Julissa Romero, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for 23IFB13 Bud Stockton Extension.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on 23IFB13 Bud Stockton Extension have been completed including final stabilization. P: 307 Funding Source: 2019 Road Bond in Commissioner Pct. 4.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB13 Bud Stockton-NOT

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:01 AM
Form Started By: Julissa Romero		Started On: 12/01/2025 11:00 AM
Final Approval Date: 12/03/2025		

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1570LQ

Site Information (Regulated Entity)

What is the name of the site to be authorized?	BUD STOCKTON EXTENSION
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	FROM FM 487 TO CR 305
City	JARRELL
State	TX
ZIP	76537
County	WILLIAMSON
Latitude (N) (##.######)	30.48573
Longitude (W) (-###.######)	-97.37268
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111638961
What is the name of the Regulated Entity (RE)?	BUD STOCKTON EXTENSION
Does the RE site have a physical address?	No
Because there is no physical address, describe how to locate this site:	FROM FM 487 TO CR 305
City	JARRELL
State	TX
ZIP	76537
County	WILLIAMSON
Latitude (N) (##.######)	30.48573
Longitude (W) (-###.######)	-97.37268
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	

Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	STEVE
Middle	
Last	SNELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB COMPANIES
Prefix	
First	JULISSA
Middle	
Last	ROMERO
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic

Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUROMERO@HNTB.COM

Construction Notice of Intent - Termination Reason

1) What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.
2) Enter the authorization number to be terminated:	TXR1570LQ

Commissioners Court - Regular Session **79.**

Meeting Date: 12/09/2025

25IFB88 Hero Way (RM 2243 Phase 1A): Notice of Intent (NOI)

Submitted By: Julissa Romero, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 25IFB88 Hero Way (RM 2243 Phase 1A).

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court. P:326 Funding Source: 2019 Road Bond Commissioners Precinct 2.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB88-HeroWay(RM2243)-NOI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:01 AM
Form Started By: Julissa Romero		Started On: 12/01/2025 12:50 PM
Final Approval Date: 12/03/2025		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	HERO WAY (RM 2243 PHASE 1A)
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	From 183A to RM 2243
City	Leander
State	TX
ZIP	78641
County	WILLIAMSON
Latitude (N) (##.######)	30.587447
Longitude (W) (-###.######)	-97.78323
Primary SIC Code	
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	HERO WAY (RM 2243 PHASE 1A)
Does the RE site have a physical address?	No
Because there is no physical address, describe how to locate this site:	From 183A to RM 2243
City	Leander
State	TX
ZIP	78641
County	WILLIAMSON
Latitude (N) (##.######)	30.587447
Longitude (W) (-###.######)	-97.78323
Facility NAICS Code	
What is the primary business of this entity?	Government

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	

DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	
First	Steve
Middle	
Last	Snell
Suffix	
Credentials	
Title	County Judge

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431577
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	aschiele@wilcotx.gov

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB Companies
Prefix	
First	Julissa
Middle	
Last	Romero
Suffix	
Credentials	
Title	Construction Contract Administrator
Enter new address or copy one from list:	CN600897888, Williamson County

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225

Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	juromero@hntb.com

CNOI General Characteristics

1) Is the project or site located on Indian Country Lands?	No
2) Is the project or site associated to a facility that is licensed for the disposal or storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3) Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4) Is the project or site associated to a quarrying facility that is located within either the John Graves Scenic Riverway or Coke Stevenson Scenic Riverway, as defined in 30 TAC 311.71?	No
5) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
6) If applicable, what is the Secondary SIC Code(s)?	
7) What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	50.1
8) What is the construction project or site type?	Highway or Road
9) Is the project part of a larger common plan of development or sale?	No
10) What is the estimated start date of the project?	01/05/2026
11) What is the estimated end date of the project?	12/29/2028
12) Will concrete truck washout be performed at the site?	Yes
13) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	Brushy Creek
14) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
15) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
15.1) What is the name of the MS4 Operator?	City of Leander, City of Georgetown, City of Cedar Park, City of Round Rock
16) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
16.1) I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes

17) I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
18) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
19) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **80.**

Meeting Date: 12/09/2025

22IFB139 FM3349 at US79 - Change Order #27 (Extended Overhead Compensation)

Submitted By: Julissa Romero, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 27 in the amount of $126,967.32 for Project 22IFB139 FM3349 at US79 (James Construction Group).

Background

This Change Order compensates the Contractor for extended overhead costs due to a delay in the relocation of the MCI fiber line, which created a conflict with the scheduled box culvert construction within the Union Pacific Railroad (UPRR) right-of-way. Please see the attached Change Order for additional details.

This Change Order results in a net increase of $126,967.32 to the Contract amount, for an adjusted Contract total of $85,841,645.10. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $3,900,606.97 has been added to the Contract, resulting in an 4.76% net increase in the Contract cost. Thirty-six (36) days will be added to the Contract as a result of this Change Order.

P: 332 Funding Source 2019 Road Bond in Commissioners Precinct 4.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB139-FM3349-CO#27

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:01 AM
Form Started By: Julissa Romero		Started On: 12/01/2025 01:04 PM
Final Approval Date: 12/03/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 27

Contract Award Date:	9/13/2022
Project Number:	22IFB139
Funding Source:	P332
Roadway:	FM 3349
CSJ Number:	3486-01-008

Contractor: James Construction Group, LLC

NTP Required: ☐ Yes ☑ No

Project Name: FM 3349 at US 79

Change Order Work Limits: Sta. 7885+00 to Sta. 7895+00

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 6C (3 Max. - In order of importance - Primary first)

Describe the work being revised:

6C. Untimely ROW/Utilities. Utilities not clear.: This Change Order compensates the Contractor for extended overhead costs, due to a delay in the relocation of the MCI fiber line, which created a conflict with the scheduled box culvert construction within the Union Pacific Railroad (UPRR) right-of-way. Per Contract, the MCI fiber line was originally scheduled to be relocated by June 8, 2024. However, the actual relocation did not occur until September 26, 2025. The Contractor was scheduled to begin box culvert construction within the UPRR right-of-way on August 25, 2025, but was unable to proceed due to the unresolved utility conflict.

Work to be performed in accordance with Items: See attached

New or revised plan sheet(s) are attached and numbered: NA

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 11/21/2025

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: 2 Days added on this CO: 36

Amount added by this change order: $126,967.32

Original Contract Amount: $81,941,038.13

Total Change Orders To-Date: $3,900,606.97

Percent Change in Original Contract: 4.76%

RECOMMENDED FOR EXECUTION:

12/1/2025
Senior Construction Engineer Date

RECOMMENDED FOR EXECUTION:

12/2/2025
Department of Infrastructure Date
Williamson County

Christen Eichberger 12/2/2025
Program Manager Date

APPROVED:

N/A
3rd Party Signature Date

Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *27* ***Project #*** *22IFB139*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-WC21	EXTENDED OVERHEAD DUE TO UTILITY CONFLICT - 008	DAY	$3,526.87	0.00	$0.00	36.00	36.00	$126,967.32	$126,967.32
	TOTALS				$0.00			$126,967.32	$126,967.32

Williamson County Road Bond Program

FM3349 at US 79
Williamson County Project No. 22IFB139

Change Order No. 27

Reason for Change

This Change Order compensates the Contractor for extended overhead costs due to a delay in the relocation of the MCI fiber line, which created a conflict with the scheduled box culvert construction within the Union Pacific Railroad (UPRR) right-of-way.

Per the Contract, the MCI fiber line was originally scheduled to be relocated by June 8, 2024. However, the actual relocation did not occur until September 26, 2025. The Contractor was scheduled to begin box culvert construction within the UPRR right-of-way on August 25, 2025, but was unable to proceed due to the unresolved utility conflict. A Time Impact Analysis (TIA) was submitted by the Contractor and the delay was found to be compensable.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC21	EXTENDED OVERHEAD DUE TO MCI CONFLICT	36	DAY

This Change Order results in a net increase of $126,967.32 to the Contract amount, for an adjusted Contract total of $85,841,645.10. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $3,900,606.97 has been added to the Contract, resulting in an 4.76% net increase in the Contract cost. Thirty-six (36) days will be added to the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name FM3349 at US79 Solicitation # 22IFB139

Date awarded 9/13/2022

Awarded Contract Amount $81,941,038.13

		Percentage Change
Change order #1	$925,354.41	1.13%
Change order #2	$82,000.00	0.10%
Change order #3	$195,302.81	0.24%
Change order #4	-$472,492.20	-0.58%
Change order #5	-$5,274.97	-0.01%
Change order #6	$130,053.00	0.16%
Change order #7	$661,031.30	0.81%
Change order #8	$327,321.48	0.40%
Change order #9	-$368,749.53	-0.45%
Change order #10	$67,965.30	0.08%
Change order #11	$271,902.72	0.33%
Change order #12	$64,791.00	0.08%
Change order #13	$82,301.65	0.10%
Change order #14	$101,248.22	0.12%
Change order #15	$24,513.18	0.03%
Change order #16	$35,324.07	0.04%
Change order #17	$11,849.07	0.01%
Change order #18	$18,623.43	0.02%
Change order #19	$9,869.00	0.01%
Change order #20	$167,583.65	0.20%
Change order #21	$5,462.50	0.01%
Change order #22	$16,354.80	0.02%
Change order #23	$147,187.12	0.18%
Change order #24	$883,598.55	1.08%
Change order #25	$248,517.11	0.30%
Change order #26	$142,001.98	0.17%
Change order #27	$126,967.32	0.15%
Total changes to date	$3,900,606.97	4.76%
Adjusted contract amount	$85,841,645.10	

(Running totals here)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

TXDOT CSJ: 3486-01-008
CR 3349 – Taylor, TX

Time Impact Analysis

Time Impact Analysis #4 Narrative

October 20
2025

This report analyzes the impact caused by delays to the construction of Phase 4 culvert crossing under UPRR due to proposed relocation of MCI utility line interfering with the excavation of the box culvert.

PSC/JCG
Heavy Civil
Job No.: 10906

Summary:

This Time Impact Analysis ("TIA") was caused by the discovery that MCI 695+00 – 761+25, originally scheduled to be relocated June 8, 2024, was interfering with the excavation of the box culvert. JCG initially brought this issue to the attention of HNTB on July 2025 Schedule update however, JCG continued working around the line, installing temporary shoring. On August 22nd, 2025, JCG completed all available work and provided official notice of delay in Letter 10906-011. The MCI line would be moved on October 5, 2025, ending the delay. For the purpose of this analysis, this delay will be labeled "Event 1."

Description of Event 1 Analysis:

The attached analysis was performed on CPM schedules as submitted during the Project's monthly update process. JCG performed the following steps in its analysis of Event 1.

Step 1 – Establishing the Project Status Prior to Impact

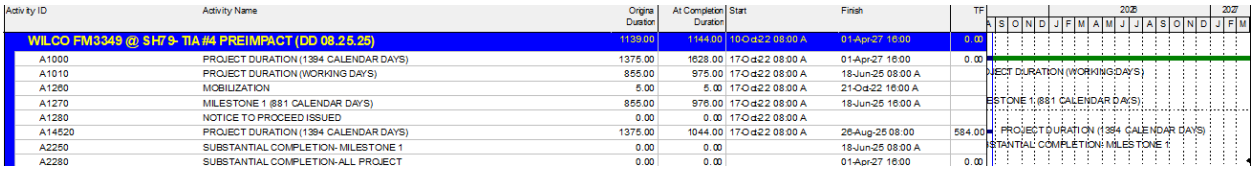
a. Establish the status of the project immediately before the impact.

Time Impact Analysis #4 Narrative

October 20, 2025

Impact began on Augst 25, 2025 when JCG could no longer progress the critical path due to the MCI utility line conflict.

EVENT 1 – PRIOR TO IMPACT GRAPHIC



Activity ID	Activity Name	Orgina Duration	At Completion Duration	Start	Finish	TF
WILCO FM3349 @ SH79- TIA #4 PREIMPACT (DD 08.25.25)		1139.00	1144.00	10-Oct-22 08:00 A	01-Apr-27 16:00	0.00
A1000	PROJECT DURATION (1394 CALENDAR DAYS)	1375.00	1628.00	17-Oct-22 08:00 A	01-Apr-27 16:00	0.00
A1010	PROJECT DURATION (WORKING DAYS)	855.00	975.00	17-Oct-22 08:00 A	18-Jun-25 08:00 A	
A1260	MOBILIZATION	5.00	5.00	17-Oct-22 08:00 A	21-Oct-22 16:00 A	
A1270	MILESTONE 1 @81 CALENDAR DAYS)	855.00	976.00	17-Oct-22 08:00 A	18-Jun-25 16:00 A	
A1280	NOTICE TO PROCEED ISSUED	0.00	0.00	17-Oct-22 08:00 A		
A14520	PROJECT DURATION (1394 CALENDAR DAYS)	1375.00	1044.00	17-Oct-22 08:00 A	26-Aug-25 08:00	584.00
A2250	SUBSTANTIAL COMPLETION- MILESTONE 1	0.00	0.00		18-Jun-25 08:00 A	
A2280	SUBSTANTIAL COMPLETION-ALL PROJECT	0.00	0.00		01-Apr-27 16:00	0.00

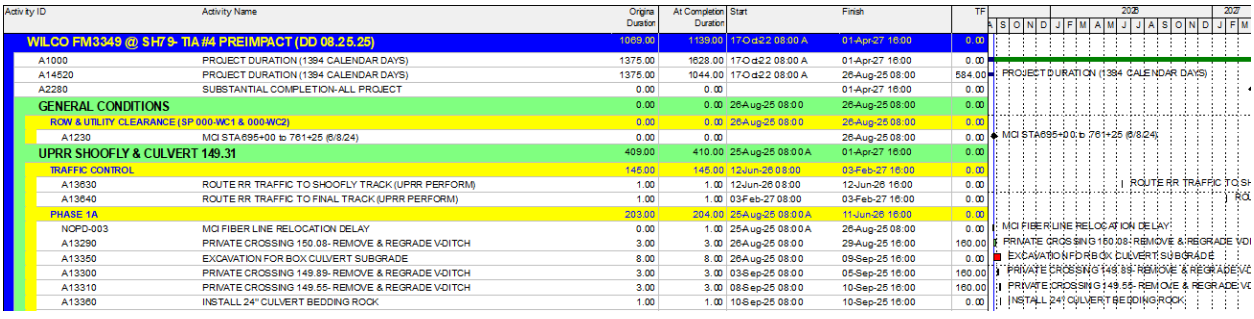
Start Date: 17-Oct-22
Substantial Completion Date: 1-Apr-2027
Data Date: 25-Aug-25

Step 2- Projecting the Total Impact

a. *Predict the effect of the impact on the schedule update used in Step 1.*
b. *Identify the impact event, estimate duration of the impact, determine appropriate logic and insert the impact activity or fragnet of activities into the schedule. Progress the schedule.*

The impact event is the addition of NOPD-003 DELAY- MCI FIBER LINE RELOCATION DELAY. This activity was added in the August 2025 schedule update.

EVENT 1 – NOPD-003 Tracking Activity



Activity ID	Activity Name	Orgina Duration	At Completion Duration	Start	Finish	TF
WILCO FM3349 @ SH79- TIA #4 PREIMPACT (DD 08.25.25)		1069.00	1139.00	17-Oct-22 08:00 A	01-Apr-27 16:00	0.00
A1000	PROJECT DURATION (1394 CALENDAR DAYS)	1375.00	1628.00	17-Oct-22 08:00 A	01-Apr-27 16:00	0.00
A14520	PROJECT DURATION (1394 CALENDAR DAYS)	1375.00	1044.00	17-Oct-22 08:00 A	26-Aug-25 08:00	584.00
A2280	SUBSTANTIAL COMPLETION-ALL PROJECT	0.00	0.00		01-Apr-27 16:00	0.00
GENERAL CONDITIONS		0.00	0.00	26-Aug-25 08:00	26-Aug-25 08:00	0.00
ROW & UTILITY CLEARANCE (SP 000-WC1 & 000-WC2)		0.00	0.00	26-Aug-25 08:00	26-Aug-25 08:00	0.00
A1230	MCI STA695+00 to 761+25 (6/8/24)	0.00	0.00		26-Aug-25 08:00	0.00
UPRR SHOOFLY & CULVERT 149.31		409.00	410.00	25-Aug-25 08:00 A	01-Apr-27 16:00	0.00
TRAFFIC CONTROL		146.00	146.00	12-Jun-26 08:00	03-Feb-27 16:00	0.00
A13630	ROUTE RR TRAFFIC TO SHOOFLY TRACK (UPRR PERFORM)	1.00	1.00	12-Jun-26 08:00	12-Jun-26 16:00	0.00
A13640	ROUTE RR TRAFFIC TO FINAL TRACK (UPRR PERFORM)	1.00	1.00	03-Feb-27 08:00	03-Feb-27 16:00	0.00
PHASE 1A		203.00	204.00	25-Aug-25 08:00 A	11-Jun-26 16:00	0.00
NOPD-003	MCI FIBER LINE RELOCATION DELAY	0.00	1.00	25-Aug-25 08:00 A	26-Aug-25 08:00	0.00
A13290	PRIVATE CROSSING 150.08- REMOVE & REGRADE VDITCH	3.00	3.00	26-Aug-25 08:00	29-Aug-25 16:00	160.00
A13350	EXCAVATION FOR BOX CULVERT SUBGRADE	8.00	8.00	26-Aug-25 08:00	09-Sep-25 16:00	0.00
A13300	PRIVATE CROSSING 149.89- REMOVE & REGRADE VDITCH	3.00	3.00	03-Sep-25 08:00	05-Sep-25 16:00	160.00
A13310	PRIVATE CROSSING 149.55- REMOVE & REGRADE VDITCH	3.00	3.00	08-Sep-25 08:00	10-Sep-25 16:00	160.00
A13360	INSTALL 24" CULVERT BEDDING ROCK	1.00	1.00	10-Sep-25 08:00	10-Sep-25 16:00	0.00

Added NOPD-003 Tracking Activity
Start Date: 17-Oct-22
Data Date: 25-Aug-25

Step 3- Tracking the Delay

a. *Track the effects of the impact on the schedule during its occurrence.*

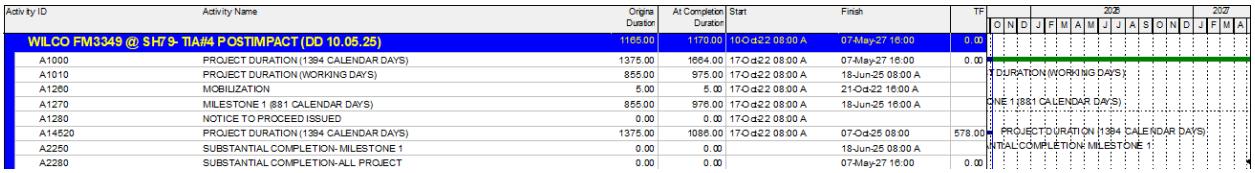
The effects of the impacts are tracked in (P6) using Activity ID NOPD-003 DELAY-MCI FIBER LINE RELOCATION DELAY. JCG stopped work on August 25, 2025, after completing the temporary shoring and returned to work on October 5, 2025, after the line had been relocated. The entirety of this delay impacted on the project's critical path.

Step 4- Quantifying the Actual Impact

a. *Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.*

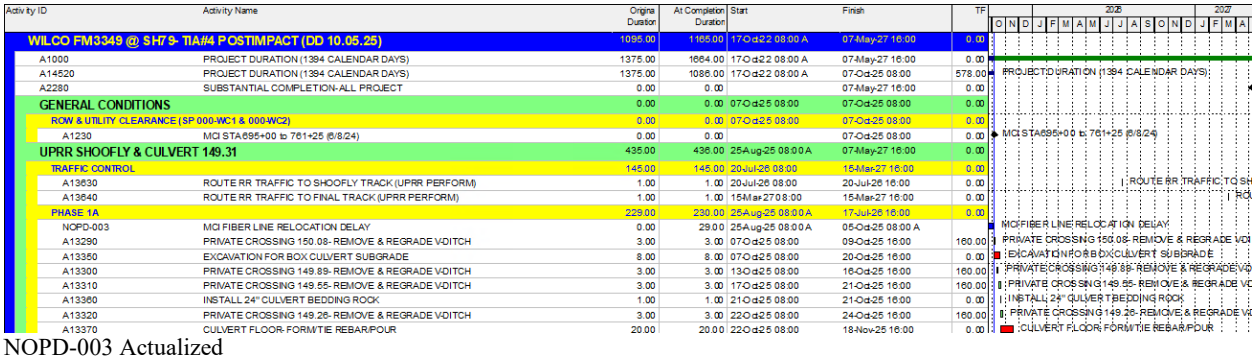
The following graphic demonstrates, at conclusion of the impact on October 5, 2025, with a forecasted Substantial Completion date of May 7, 2025. This delay impacted the substantial completion of the project by a total of 36 calendar days.

EVENT 1 – IMPACT GRAPHIC



Activity ID	Activity Name	Original Duration	At Completion Duration	Start	Finish	TF
WILCO FM3349 @ SH79- TIA/#4 POSTIMPACT (DD 10.05.25)		1165.00	1170.00	10-Oct-22 08:00 A	07-May-27 16:00	0.00
A1000	PROJECT DURATION (1394 CALENDAR DAYS)	1375.00	1664.00	17-Oct-22 08:00 A	07-May-27 16:00	0.00
A1010	PROJECT DURATION (WORKING DAYS)	855.00	975.00	17-Oct-22 08:00 A	18-Jun-25 08:00 A	
A1260	MOBILIZATION	5.00	5.00	17-Oct-22 08:00 A	21-Oct-22 16:00 A	
A1270	MILESTONE 1 (881 CALENDAR DAYS)	855.00	976.00	17-Oct-22 08:00 A	18-Jun-25 16:00 A	
A1280	NOTICE TO PROCEED ISSUED	0.00	0.00	17-Oct-22 08:00 A		
A14520	PROJECT DURATION (1394 CALENDAR DAYS)	1375.00	1086.00	17-Oct-22 08:00 A	07-Oct-25 08:00	578.00
A2250	SUBSTANTIAL COMPLETION- MILESTONE 1	0.00	0.00		18-Jun-25 08:00 A	
A2280	SUBSTANTIAL COMPLETION-ALL PROJECT	0.00	0.00		07-May-27 16:00	0.00

Start Date: 17-Oct-22
Substantial Completion Date: 07-May-2027
Data Date: 05-Oct-25



Activity ID	Activity Name	Original Duration	At Completion Duration	Start	Finish	TF
WILCO FM3349 @ SH79- TIA/#4 POSTIMPACT (DD 10.05.25)		1095.00	1165.00	17-Oct-22 08:00 A	07-May-27 16:00	0.00
A1000	PROJECT DURATION (1394 CALENDAR DAYS)	1375.00	1664.00	17-Oct-22 08:00 A	07-May-27 16:00	0.00
A14520	PROJECT DURATION (1394 CALENDAR DAYS)	1375.00	1086.00	17-Oct-22 08:00 A	07-Oct-25 08:00	578.00
A2280	SUBSTANTIAL COMPLETION-ALL PROJECT	0.00	0.00		07-May-27 16:00	0.00
GENERAL CONDITIONS		0.00	0.00	07-Oct-25 08:00	07-Oct-25 08:00	0.00
ROW & UTILITY CLEARANCE (SP 000-WC1 & 000-WC2)		0.00	0.00	07-Oct-25 08:00	07-Oct-25 08:00	0.00
A1230	MCI STA 695+00 to 761+25 (6/8/24)	0.00	0.00		07-Oct-25 08:00	0.00
UPRR SHOOFLY & CULVERT 149.31		435.00	436.00	25-Aug-25 08:00 A	07-May-27 16:00	0.00
TRAFFIC CONTROL		145.00	145.00	20-Jul-26 08:00	15-Mar-27 16:00	0.00
A13630	ROUTE RR TRAFFIC TO SHOOFLY TRACK (UPRR PERFORM)	1.00	1.00	20-Jul-26 08:00	20-Jul-26 16:00	0.00
A13640	ROUTE RR TRAFFIC TO FINAL TRACK (UPRR PERFORM)	1.00	1.00	15-Mar-27 08:00	15-Mar-27 16:00	0.00
PHASE 1A		229.00	230.00	25-Aug-25 08:00 A	17-Jul-26 16:00	0.00
NOPD-003	MCI FIBER LINE RELOCATION DELAY	0.00	29.00	25-Aug-25 08:00 A	05-Oct-25 08:00 A	
A13290	PRIVATE CROSSING 150.08- REMOVE & REGRADE VDITCH	3.00	3.00	07-Oct-25 08:00	09-Oct-25 16:00	160.00
A13350	EXCAVATION FOR BOX CULVERT SUBGRADE	8.00	8.00	07-Oct-25 08:00	20-Oct-25 16:00	0.00
A13300	PRIVATE CROSSING 149.89- REMOVE & REGRADE VDITCH	3.00	3.00	13-Oct-25 08:00	16-Oct-25 16:00	160.00
A13310	PRIVATE CROSSING 149.55- REMOVE & REGRADE VDITCH	3.00	3.00	17-Oct-25 08:00	21-Oct-25 16:00	160.00
A13360	INSTALL 24" CULVERT BEDDING ROCK	1.00	1.00	21-Oct-25 08:00	21-Oct-25 16:00	0.00
A13320	PRIVATE CROSSING 149.26- REMOVE & REGRADE VDITCH	3.00	3.00	22-Oct-25 08:00	24-Oct-25 16:00	160.00
A13370	CULVERT FLOOR- FORM/TIE REBAR/POUR	20.00	20.00	22-Oct-25 08:00	18-Nov-25 16:00	0.00

NOPD-003 Actualized
Start Date: 17-Oct-22
Data Date: 05-Oct-25

October 20, 2025

Entitlement:

JCG was directed to cease operations and stand by until the MCI line had been relocated. During this impact, HNTB has agreed to pay standby time for the crews and equipment due to unavailability of the work. Naturally, impact to the critical path also impacts contract duration, therefore, JCG is entitled to time extension and extended overheads for the duration of the standby time.

TIME IMPACT			
Project Completion			
Activity	**Data Date**	**Start**	**Finish**
TIA #4 Pre Impact August 2025 Schedule DD 8/25/2025	25-Aug-25	17-Oct-23	1-Apr-27
TIA#4 Post Impact Schedule Update DD 10/05/2025	05-Oct-25	17-Oct-23	07-May-27
Calendar Day Impact			36

The table below establishes the cost impact associated with the extension of Contract Time of thirty-six (36) calendar days.

COST IMPACT		
Project Contract Value	$	81,941,038.13
Allowed % of Overhead		6%
Allocated Field Office Overhead	$	4,916,462.28
Contract Days		1394
Allocated Daily Work Rate	$	3,526.87
Impacted Work Days		36
Recoverable Field Office Overhead	$	126,967.32
Total Recoverable Costs	$	126,967.32

Primoris/JCG reserves the right to additional costs, including but not limited to: extended general conditions, escalators, acceleration, and inefficiencies at a later date.

Commissioners Court - Regular Session **81.**

Meeting Date: 12/09/2025

25IFB46 - Wilco Way (Tracy Chambers Ln Ext) - Change Order #1 (Added Work)

Submitted By: Julissa Romero, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $308,439.94 for Project 25IFB46 - Wilco Way (Tracy Chambers Ln Ext) (Smith Contracting).

Background

This Change Order adds the installation of a 12-inch water line along with electrical and communication conduit components to the project scope, as requested by Williamson County. In addition, tree protection measures have been incorporated in compliance with City of Georgetown requirements. This Change Order includes adding twenty-three (23) decorative luminaires to the project in lieu of the typical illumination poles. Additionally, six (6) poles that are already on hand from a separate project and will be installed by the contractor. This Change Order also includes the installation of three (3) communication pull-boxes, 2" HDPE inner duct banks, per revised plan sheets. The duct bank work includes installation of 2" HDPE inner duct banks by both open-cut trenching and boring operations. This Change Order includes the addition of chain-link tree protection as requested by the owner. Lastly, this Change Order provides for the addition of wastewater lining and performing vacuum testing on an existing manhole, as required by the City of Georgetown. Several existing quantities have been adjusted to reflect these scope modifications. Multiple items will be added by this Change Order. Please see the attached Change Order. P: 640 Funding Source Road and Bridge in Commissioners Precinct 3.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB46-WilCoWay-CO#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:23 AM
Form Started By: Julissa Romero		Started On: 12/02/2025 01:09 PM
Final Approval Date: 12/03/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	6/17/2025
Project Number:	*25IFB46*
Funding Source:	*P640*
Roadway:	*Wilco Way*
CSJ Number:	N/A

Contractor: **MA Smith Contracting** **NTP Required:** ☑ Yes ☐ No

Project Name: **Wilco Way**

Change Order Work Limits: Sta. **102+80.67** to Sta. **127+08.29**

Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

Reasons: **3F** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

3F. Additional work desired by the County. This Change Orders adds the installation of a 12-in water line and electrical and communication components to the scope of this project, per the request of Williamson County. This Change Order also adds tree protection, per the City of Georgetown. In addition, several existing quantities were revised to accommodate the scope revision.

Work to be performed in accordance with Items: **See attached**

New or revised plan sheet(s) are attached and numbered: **Plan Sheets: 2, 9, 10, 12, 33, 37, 49A, 49B, 52, 54, 55, 58A, 59, 64A, 66-69, 71, 81A-81C, 102, 103A, 103B, XS1-XS3**

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 11/21/2025

By Chris Lopez

Typed/Printed Name Christopher R. Lopez

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$308,439.94**

Original Contract Amount: **$2,706,129.45**

Total Change Orders To-Date: **$308,439.94**

Percent Change in Original Contract: **11.40%**

RECOMMENDED FOR EXECUTION:

12/2/2025
Senior Construction Engineer Date

Christen Eschberger 12/2/2025
Program Manager Date

Matt Williamson 11/7/25
Matt Williamson Date
Director of Road and Bridge

RECOMMENDED FOR EXECUTION:

12/2/2025
Department of Infrastructure Date
Williamson County

APPROVED:

Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***1*** ***Project #*** ***25IFB46***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
110-7001	EXCAV (ROADWAY)	CY	$13.75	6,087.00	$83,696.25	(183.00)	5,904.00	$81,180.00	($2,516.25)
160-WC01	FURNISHING AND PLACING TOPSOIL	SY	$1.75	9,351.00	$16,364.25	27.00	9,378.00	$16,411.50	$47.25
161-WC01	EROSION CONTROL COMPOST (3")	SY	$5.50	2,338.00	$12,859.00	7.00	2,345.00	$12,897.50	$38.50
162-WC103	MULCH TOPDRESSING (5")	SY	$9.25	2,338.00	$21,626.50	7.00	2,345.00	$21,691.25	$64.75
164-WC07	SEEDING FOR EROSION CONTROL (TEMP & PERM)(TY 7)	SY	$1.75	14,027.00	$24,547.25	40.00	14,067.00	$24,617.25	$70.00
164-WC11	SEEDING FOR EROSION CONTROL (PERM)(TY 11)	SY	$0.31	14,027.00	$4,348.37	40.00	14,067.00	$4,360.77	$12.40
166-7002	FERTILIZER	TON	$3,900.00	0.58	$2,262.00	0.01	0.59	$2,301.00	$39.00
432-7042	RIPRAP (STONE PROTECTION)(15 IN)	CY	$148.00	1,158.00	$171,384.00	(110.00)	1,048.00	$155,104.00	($16,280.00)
479-7001	ADJUSTING MANHOLES	EA	$2,500.00	1.00	$2,500.00	(1.00)	0.00	$0.00	($2,500.00)
506-7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	$4.00	3,572.00	$14,288.00	145.00	3,717.00	$14,868.00	$580.00
506-7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	$0.85	3,572.00	$3,036.20	145.00	3,717.00	$3,159.45	$123.25
610-7007	REMOVE RD IL ASM (SHOE-BASE)	EA	$235.00	6.00	$1,410.00	(3.00)	3.00	$705.00	($705.00)
610-7058	IN RD IL (TY SA) 30S-4 (150W EQ) LED	EA	$4,700.00	23.00	$108,100.00	(23.00)	0.00	$0.00	($108,100.00)
618-7030	CONDT (PVC) (SCH 40) (2")	LF	$11.50	2,710.00	$31,165.00	(220.00)	2,490.00	$28,635.00	($2,530.00)
618-7031	CONDT (PVC) (SCH 40) (2") (BORE)	LF	$60.00	440.00	$26,400.00	(440.00)	0.00	$0.00	($26,400.00)
620-7008	ELEC CONDR (NO. 8) INSULATED	LF	$1.75	2,300.00	$4,025.00	(10.00)	2,290.00	$4,007.50	($17.50)
620-7009	ELEC CONDR (NO.6) BARE	LF	$2.35	2,460.00	$5,781.00	(220.00)	2,240.00	$5,264.00	($517.00)
620-7010	ELEC CONDR (NO.6) INSULATED	LF	$3.50	4,920.00	$17,220.00	(450.00)	4,470.00	$15,645.00	($1,575.00)
624-7002	GROUND BOX TY A (122311) W/ APRON	EA	$2,100.00	4.00	$8,400.00	1.00	5.00	$10,500.00	$2,100.00
W1.17.1-12"	PIPE, 12" DIA. DI CL-350 (RESTRAINED), ALL DEPTHS, COMPLETE IN PLACE, INCLUDING EXCAVATION AND BACKFILL	LF	$300.00	0.00	$0.00	105.00	105.00	$31,500.00	$31,500.00
	TOTALS				$559,412.82			$432,847.22	($126,565.60)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # 25IFB46***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
W1.15.C	DUCTILE IRON FITTINGS (C-153 WEIGHT SCHEDULE)	TON	$44,700.00	0.000	$0.00	0.103	0.10	$4,604.10	$4,604.10
CIP11.06-B	TRENCH EXCAVATION SAFETY PROTECTION SYSTEM (ALL DEPTHS)	LF	$2.00	0.000	$0.00	105.00	105.00	$210.00	$210.00
100-7014	TREE PROTECTION (INSTALL)	LF	$12.51	0.00	$0.00	315.00	315.00	$3,940.65	$3,940.65
100-7016	TREE PROTECTION (REMOVE)	LF	$2.00	0.00	$0.00	315.00	315.00	$630.00	$630.00
423-7015	RETAINING WALL (SPREAD FOOTING)	SF	$163.00	0.00	$0.00	214.00	214.00	$34,882.00	$34,882.00
COGT-479-WW1	ADJUSTING MANHOLES (WASTEWATER)	EA	$4,386.48	0.00	$0.00	1.00	1.00	$4,386.48	$4,386.48
481-7011	PIPE (PVC) (SCH 40) (4 IN)	LF	$26.00	0.00	$0.00	115.00	115.00	$2,990.00	$2,990.00
481-7013	PIPE (PVC) (SCH 40) (6 IN)	LF	$29.00	0.00	$0.00	115.00	115.00	$3,335.00	$3,335.00
496-7007	REMOV STR (PIPE)	LF	$11.00	0.00	$0.00	55.00	55.00	$605.00	$605.00
610-7058	ROADWAY ILLUMINATION (McGRAW-EDISON)	EA	$8,251.70	0.00	$0.00	23.00	23.00	$189,789.10	$189,789.10
618-7009	CONDT (HDPE) (SCH 80) (2")	LF	$17.27	0.00	$0.00	3,470.00	3,470.00	$59,926.90	$59,926.90
618-7010	CONDT (HDPE) (SCH 80) (2") BORE	LF	$69.24	0.00	$0.00	770.00	770.00	$53,314.80	$53,314.80
618-7055	CONDT (PVC) (SCH 80) (2") (BORE)	LF	$69.33	0.00	$0.00	750.00	750.00	$51,997.50	$51,997.50
624-WC01	COMM GROUND BOX (36" x 36" x 36")	EA	$12,016.54	0.00	$0.00	3.00	3.00	$36,049.62	$36,049.62
Alternate 1 - Reconstruction of Tracy Chambers Lane									
610-7058	IN RD IL (TY SA) 30S-4 (150W EQ) LED	EA	$4,700.00	6.00	$28,200.00	(6.00)	0.00	$0.00	($28,200.00)
100-7014	TREE PROTECTION (INSTALL)	LF	$12.51	0.00	$0.00	25.00	25.00	$312.75	$312.75
100-7016	TREE PROTECTION (REMOVE)	LF	$2.00	0.00	$0.00	25.00	25.00	$50.00	$50.00
610-7058	ROADWAY ILLUMINATION (MATERIAL PROVIDED BY OTHERS)	EA	$2,696.94	0.00	$0.00	6.00	6.00	$16,181.64	$16,181.64
The "Totals" from Table B of the previous work sheet:					$559,412.82			$432,847.22	($126,565.60)
TOTALS					$587,612.82			$896,052.76	$308,439.94

Williamson County Road Bond Program

Wilco Way
Williamson County Project No. 25IFB46

Change Order No. 1

Reason for Change

This Change Order adds the installation of a 12-inch water line along with electrical and communication conduit components to the project scope, as requested by Williamson County. In addition, tree protection measures have been incorporated in compliance with City of Georgetown requirements.

This Change Order includes adding twenty-three (23) decorative luminaires to the project in lieu of the typical illumination poles. Additionally, six (6) poles that are already on hand from a separate project and will be installed by the contractor.

This Change Order also includes the installation of three (3) communication pull-boxes, 2" HDPE inner duct banks, per revised plan sheets. The duct bank work includes installation off 2" HDPE inner duct banks by both open cut trenching and boring operations.

This Change Order includes the addition of chain-link tree protection as requested by the owner.

Lastly, this Change Order provides for the addition of wastewater lining and performing vacuum testing on an existing manhole, as required by the City of Georgetown.

Several existing quantities have been adjusted to reflect these scope modifications.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
W1.17.1-12"	PIPE, 12" DIA. DI CL-350 (RESTRAINED), ALL DEPTHS, COMPLETE IN PLACE, INCLUDING EXCAVATION AND BACKFILL	105	LF
W1.15.C	DUCTILE IRON FITTINGS (C-153 WEIGHT SCHEDULE)	0.103	TON
CIP11.06-B	TRENCH EXCAVATION SAFETY PROTECTION SYSTEM (ALL DEPTHS)	105	LF
100-7014	TREE PROTECTION (INSTALL)	315	LF
100-7016	TREE PROTECTION (REMOVE)	315	LF
423-7015	RETAINING WALL (SPREAD FOOTING)	214	SF

COGT-479-WW1	ADJUSTING MANHOLES (WASTEWATER)	1	EA
481-7011	PIPE (PVC) (SCH 40) (4 IN)	115	LF
481-7013	PIPE (PVC) (SCH 40) (6 IN)	115	LF
496-7007	REMOV STR (PIPE)	55	LF
610-7058	ROADWAY ILLUMINATION (McGRAW-EDISON)	23	EA
618-7009	CONDT (HDPE) (SCH 80) (2")	3,470	LF
618-7010	CONDT (HDPE) (SCH 80) (2") BORE	770	LF
618-7055	CONDT (PVC) (SCH 80) (2") (BORE)	750	LF
624-WC01	COMM GROUND BOX (36" x 36" x 36")	3	EA
Alternate 1 - Reconstruction of Tracy Chambers Lane			
100-7014	TREE PROTECTION (INSTALL)	25	LF
100-7016	TREE PROTECTION (REMOVE)	25	LF
610-7058	ROADWAY ILLUMINATION (MATERIAL PROVIDED BY OTHERS)	6	EA

This Change Order results in a net increase of $308,439.94 to the Contract amount, for an adjusted Contract total of $3,014,569.39. The original Contract amount was $2,706,129.45. As a result of this and all Change Orders to-date, $308,439.94 has been added to the Contract, resulting in a 11.40% net increase in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Wilco Way	Solicitation #	25IFB46	
Date awarded	6/17/2025			
Awarded Contract Amount		$2,706,129.45		
			Percentage Change	
	Change order #1	$308,439.94	11.40%	
	Total changes to date	$308,439.94	11.40%	(Running totals here)
	Adjusted contract amount	$3,014,569.39		

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

COP #3.0-Decorative Lighting-COVER SHEET

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: Wilco Way
DATE: 11/3/2025
DESCRIPTION: This proposal is for adding 23 decorative luminaires to the project in lieu of the typical illumination poles. Additionally, 6 poles are already on hand from a separate project and will be installed by ATS. Additionally, this proposal has been updated to include requested T-bases. The breakdown of each item listed below is on the following pages. Be advised that these luminaires have an 18 week lead time from the time the manufacturer receives approved submittals. **Proposed new line item pricing is listed below.**

LABOR

		HOURS WORKED								
	RATE	1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 85.00								0.0	$ -
Superintendent	$ 60.00								0.0	$ -
Foreman/Layout Coordinator	$ 55.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Operator 2	$ 30.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Laborer 2	$ 25.00								0.0	$ -
Driver 1	$ 29.00								0.0	$ -
Driver 2	$ 28.00								0.0	$ -
-	$ -								0.0	$ -
-	$ -								0.0	$ -
									LABOR SUBTOTAL	**$ -**

PER DIEM

	Unit Cost								QTY	COST
	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.000	$ -
				MATERIAL SUBTOTAL	**$ -**

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
					$ -
				SUBCONTRACTOR SUBTOTAL	**$ -**

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
New Line Item 610-7058	$ 8,251.70	EA	Furnish & Install: McGraw-Edison Poles w/T-bases	23.0	$ 189,789.10
New Line Item	$ 2,696.94	EA	Install Only: Illumination Poles w/T-bases (Illumination poles provided by others)	6.0	$ 16,181.64
Old Line Item 610-7058	$ 4,700.00	EA	IN RD IL (TY SA) 30S-4 (150W EQ) LED	-29.0	$ (136,300.00)
				0.0	$ -
				0.0	$ -
				UNIT SUBTOTAL	**$ 69,670.74**

EQUIPMENT

	HOURS WORKED									RATE TIMES
	RATE	1	2	3	4	5	6	7	TOTAL	TOTAL HRS.
										$ -
										$ -
									EQUIPMENT SUBTOTAL	**$ -**

Additional Time Requested 0

LABOR SUBTOTAL		$ -
LABOR BURDEN	55%	$ -
LABOR PROFIT & OVERHEAD	15%	$ -
PER DIEM		$ -
MATERIAL SUBTOTAL		$ -
MATERIALS PROFIT AND OVERHEAD	15%	$ -
SUB CONTRACTOR SUBTOTAL		$ -
GC PROFIT AND OVERHEAD ON SUBS	5%	$ -
UNIT RATE		$ 69,670.74
EQUIPMENT		$ -
EQUIPMENT MARKUP	5%	$ -
SUBTOTAL		**$ 69,670.74**
BONDING COST	0%	$ -
TOTAL CHANGE TO PROJECT		**$ 69,670.74**

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

COP #3.0-Decorative Lighting-FURNISH + INSTALL

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: Wilco Way
DATE: 11/3/2025
DESCRIPTION:

This proposal is for adding 23 decorative luminaires/w T-bases to the project in lieu of the typical illumination poles. **Proposed new line item pricing is listed below.**

LABOR

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 85.00								0.0	$ -
Superintendent	$ 60.00								0.0	$ -
Foreman/Layout Coordinator	$ 55.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Operator 2	$ 30.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Laborer 2	$ 25.00								0.0	$ -
Driver 1	$ 29.00								0.0	$ -
Driver 2	$ 28.00								0.0	$ -
-	$ -								0.0	$ -
-	$ -								0.0	$ -
									LABOR SUBTOTAL	**$ -**

PER DIEM

	Unit Cost								QTY	COST
	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.000	$ -
				MATERIAL SUBTOTAL	**$ -**

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
					$ -
				SUBCONTRACTOR SUBTOTAL	**$ -**

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
Existing Line Item 610-7058	$ 4,700.00	EA	IN RD IL (TY SA) 30S-4 (150W EQ) LED	23.0	$ 108,100.00
Existing Line Item 610-7058	$ 4,000.00	EA	Original Items Quoted	-23.0	$ (92,000.00)
New Line Item 610-7058	$ 7,470.00	EA	New Luminaire Furnish & Install: McGraw-Edison w/T-Base	23.0	$ 171,810.00
				0.0	$ -
				0.0	$ -
				UNIT SUBTOTAL	**$ 187,910.00**

EQUIPMENT

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE TIMES TOTAL HRS.
										$ -
										$ -
										$ -
									EQUIPMENT SUBTOTAL	**$ -**

Additional Time Requested 0

LABOR SUBTOTAL		$ -
LABOR BURDEN	**55%**	$ -
LABOR PROFIT & OVERHEAD	**15%**	$ -
PER DIEM		$ -
MATERIAL SUBTOTAL		$ -
MATERIALS PROFIT AND OVERHEAD	**15%**	$ -
SUB CONTRACTOR SUBTOTAL		$ -
GC PROFIT AND OVERHEAD ON SUBS	**5%**	$ -
UNIT RATE		$ 187,910.00
EQUIPMENT		$ -
EQUIPMENT MARKUP	**5%**	$ -
SUBTOTAL		**$ 187,910.00**
BONDING COST	**1%**	$ 1,879.10
TOTAL		**$ 189,789.10**
		$ 8,251.70 /EA

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

COP #3.0-Decorative Lighting-INSTALL ONLY

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: Wilco Way
DATE: 11/3/2025
DESCRIPTION: This proposal is for installing 6 poles that are already on hand from a separate project; and will be installed by ATS. ATS can only warranty the workmanship of the installation, not the materials received by others. Pricing includes new T-bases for existing poles, as well as layout and haul off by Smith. **Proposed new line item pricing is listed below.**

LABOR

		HOURS WORKED								
	RATE	1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 85.00								0.0	$ -
Superintendent	$ 60.00								0.0	$ -
Foreman/Layout Coordinator	$ 55.00	10							10.0	$ 550.00
Laborer 1	$ 25.00	10	10						20.0	$ 500.00
Operator 1	$ 32.00	2							2.0	$ 64.00
Driver 1	$ 29.00	2							2.0	$ 58.00
Laborer 1	$ 25.00								0.0	$ -
Laborer 2	$ 25.00								0.0	$ -
Driver 1	$ 29.00								0.0	$ -
Driver 2	$ 28.00								0.0	$ -
-	$ -								0.0	$ -
-	$ -								0.0	$ -
									LABOR SUBTOTAL	$ 1,172.00

PER DIEM

	Unit Cost								QTY	COST
	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				MATERIAL SUBTOTAL	$ -

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
New Line Item	$ 2,100.00	EA	Install Illumination Poles w/T-bases (Materials provided by others; exception of T-bases)	6.0	$ 12,600.00
					$ -
				SUBCONTRACTOR SUBTOTAL	$ 12,600.00

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				UNIT SUBTOTAL	$ -

EQUIPMENT

	HOURS WORKED									RATE TIMES
	RATE	1	2	3	4	5	6	7	TOTAL	TOTAL HRS.
GPS Equipment	$ 46.68	10.0							10.0	$ 466.80
Backhoe	$ 61.26	2.0							2.0	$ 122.52
Truck-Dump	$ 85.83	2.0							2.0	$ 171.66
-	$ -								0.0	$ -
									EQUIPMENT SUBTOTAL	$ 760.98

Additional Time Requested 0

LABOR SUBTOTAL		$	1,172.00
LABOR BURDEN	55%	$	644.60
LABOR PROFIT & OVERHEAD	15%	$	175.80
PER DIEM		$	-
MATERIAL SUBTOTAL		$	-
MATERIALS PROFIT AND OVERHEAD	15%	$	-
SUB CONTRACTOR SUBTOTAL		$	12,600.00
GC PROFIT AND OVERHEAD ON SUBS	5%	$	630.00
UNIT RATE		$	-
EQUIPMENT		$	760.98
EQUIPMENT MARKUP	5%	$	38.05
SUBTOTAL		**$**	**16,021.43**
BONDING COST	1%	$	160.21
TOTAL		**$**	**16,181.64**
		$	2,696.94 /EA

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951
Fax (512) 255-0146

May 29, 2025

PROPOSAL - REV 1

OWNER: WILLIAMSON COUNTY
PROJECT: TRACY CHAMBERS LANE EXT
HIGHWAY: TRACY CHAMBERS LANE
COUNTY: WILLIAMSON

Item No.	Desc. Code	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
20	416-7005	DRILL SHAFT (30 IN)	LF	184	$250.00	$46,000.00
28	500-7001	MOBILIZATION	LS	1	$30,000.00	$30,000.00
42	610-7007	REMOVE RD IL ASM (SHOE-BASE)	EA	6	$200.00	$1,200.00
43	610-7058	IN RD IL (TY SA) 30S-4 (150W EQ) LED	EA	23	$4,000.00	$92,000.00
44	618-7030	CONDT (PVC) (SCH 40) (2")	LF	2710	$10.00	$27,100.00
45	618-7031	CONDT (PVC) (SCH 40) (2") (BORE)	LF	440	$53.00	$23,320.00
46	620-7007	ELEC CONDR (NO.8) BARE	LF	1150	$1.40	$1,610.00
47	620-7008	ELEC CONDR (NO.8) INSULATED	LF	2300	$1.50	$3,450.00
48	620-7009	ELEC CONDR (NO.6) BARE	LF	2460	$2.00	$4,920.00
49	620-7010	ELEC CONDR (NO.6) INSULATED	LF	4920	$3.00	$14,760.00
50	624-7002	GROUND BOX TY A (122311)W/APRON	EA	4	$1,800.00	$7,200.00
51	628-7245	ELC SRV TY D 120/240 100(NS)SS(E)OC(U)	EA	1	$8,900.00	$8,900.00
85	416-7005	DRILL SHAFT (30 IN)	LF	56	$250.00	$14,000.00
92	610-7007	REMOVE RD IL ASM (SHOE-BASE)	EA	3	$350.00	$1,050.00
93	610-7058	IN RD IL (TY SA) 30S-4 (150W EQ) LED	EA	6	$4,000.00	$24,000.00
94	618-7030	CONDT (PVC) (SCH 40) (2")	LF	960	$12.00	$11,520.00
95	618-7031	CONDT (PVC) (SCH 40) (2") (BORE)	LF	210	$56.00	$11,760.00
96	620-7007	ELEC CONDR (NO.8) BARE	LF	730	$1.40	$1,022.00
97	620-7008	ELEC CONDR (NO.8) INSULATED	LF	1460	$1.50	$2,190.00
98	620-7009	ELEC CONDR (NO.6) BARE	LF	580	$2.00	$1,160.00
99	620-7010	ELEC CONDR (NO.6) INSULATED	LF	1160	$3.00	$3,480.00
100	624-7002	GROUND BOX TY A (122311)W/APRON	EA	5	$1,800.00	$9,000.00

Total Bid Amount **$339,642.00**

PERFORMANCE & PAYMENT BONDS. - ADD 1% IF REQUIRED.

EXCLUSIONS

1) **ALL TRAFFIC CONTROL & LANE CLOSURES.**
2) **ALL LANE RENTAL FEES.**
3) **DRILL SHAFT LAYOUT and ELEVATIONS FOR ILLUMINATION FOUNDATIONS.**
4) **TESTING AND SAMPLING OF CONCRETE**
5) **COORDINATION WITH UTILITY OWNERS, BUSINESSES OR RESIDENCES.**
6) **REMOVAL OF ABANDONED CONCRETE ELECTRICAL OR SIGNAL FOUNDATIONS.**

Contact Edward Schroeder - 512-255-9951 ext 114

APPROVED
By Christopher R. Lopez at 10:15 am, Jun 20, 2025

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951
Fax (512) 255-0146

CHANGE ORDER PROPOSAL

November 3, 2025

OWNER: WILLIAMSON COUNTY
PROJECT: TRACY CHAMBERS LANE EXT
HIGHWAY: TRACY CHAMBERS LANE
COUNTY: WILLIAMSON

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
CO 1	DECORATIVE POLE ASSEMBLIES - WITH T-BASE	EA	23	$7,470.00	$171,810.00
CO 1 ALT	INSTALL OWNER SUPPLIED RIA POLES & ANCHOR BOLTS with CONTRACTOR SUPPLIED T-BASE	EA	6	$2,100.00	$12,600.00
	Total Bid Amount				**$184,410.00**

LEAD TIME IS CURRENTLY 18 WEEKS AFTER SUBMITTAL APPROVAL

LABOR	DIRECT	$12,444.50
MATERIAL	DIRECT	$126,058.00
SUB	DIRECT	$0.00
EQUIPMENT	DIRECT	$4,034.00
LABOR BURDEN	55%	$6,844.48
LABOR PROFIT	25%	$3,111.13
MATERIAL PROFIT	25%	$31,514.50
EQUIPMENT PROFIT	10%	$403.40
	TOTAL	$184,410.00

Contact Edward Schroeder - 512-255-9951 ext 114

EquipmentWatch

www.equipmentwatch.com

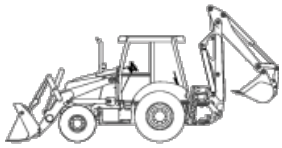
All prices shown in US dollars ($)

Adjustments for TravisRagland3 in Backhoe

January 9, 2025

Caterpillar 416F2 (disc. 2020)
Tractor-Loader-Backhoes

Size Class:
13.5 - 14.4 ft
Weight:
N/A



Configuration for 416F2 (disc. 2020)

Drive	**4WD**	Horsepower	**87.0 hp**
Operator Protection	**EROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $5,685.00	USD $1,590.00	USD $400.00	USD $60.00	USD $28.96	USD $61.26
Adjustments						
Region (Texas: 97.9%)	(USD $119.39)	(USD $33.39)	(USD $8.40)	(USD $1.26)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,565.62**	**USD $1,556.61**	**USD $391.60**	**USD $58.74**	**USD $28.96**	**USD $60.58**

Non-Active Use Rates

	Hourly
Standby Rate	USD $15.81
Idling Rate	USD $43.60

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	22.29%	USD $1,266.93/mo
Overhaul (ownership)	50.04%	USD $2,845.00/mo
CFC (ownership)	16.21%	USD $921.44/mo
Indirect (ownership)	11.46%	USD $651.63/mo
Fuel (operating) @ USD 3.54	41.37%	USD $11.98/hr

Revised Date: 1st quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (travisragland@sccitx.com)

www.equipmentwatch.com

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for Dump Truck in Trucks-Offroad

January 10, 2025

Miscellaneous 6X4 18YD 70KGVW
On-Highway Rear Dumps

Size Class:
60,001 lbs & Over
Weight:
19702 lbs

Configuration for 6X4 18YD 70KGVW

Axle Configuration	**6X4**	Horsepower	**400.0**
Maximum Gross Vehicle Weight	**70000.0 lbs**	Power Mode	**Diesel**
Struck Capacity	**12.0 - 18.0 cu yd**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $4,795.00	USD $1,345.00	USD $335.00	USD $50.00	USD $58.59	USD $85.83
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,795.00**	**USD $1,345.00**	**USD $335.00**	**USD $50.00**	**USD $58.59**	**USD $85.83**

Non-Active Use Rates

	Hourly
Standby Rate	USD $18.88
Idling Rate	USD $66.89

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48.27%	USD $2,314.42/mo
Overhaul (ownership)	30.69%	USD $1,471.47/mo
CFC (ownership)	10.39%	USD $498.28/mo
Indirect (ownership)	10.65%	USD $510.83/mo
Fuel (operating) @ USD 3.54	67.67%	USD $39.65/hr

Revised Date: 1st quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (travisragland@sccitx.com)

www.equipmentwatch.com

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Quote

Acct. No.	Date	Quote #
GSI-AUSMIT01	7/3/2024	416302

16800 Joe Barbee Drive
Round Rock TX 78664
United States

Phone:
Email: ogamboa@geoshack.com

Bill To	Ship To
Coy Layho M. A. Smith Contracting Company, Inc. 15308 Ginger Street Austin TX 78728 United States	Smith Contracting Co., Inc. Customer picked up @ Geoshack/Austin 16800 Joe Barbee Rd. Round Rock TX 78664 United States

Sales Rep	Expected Delivery	Ship Via	Terms	Expires
20211 Austin Counter			Net 30	7/13/2024

Item	Qty	Description	SN	Unit Price	Total Price
RTR-GPS04-SRV	1	RTR, Daily Service Rental of Standard GPS Base, Rover and Data Collector		260.00	260.00
1028526-01	0	KIT, HiPer VR Base/Rover 915+		22,160.00	0.00
1016578-14	0	Assy, HiPer VR w/ R2Lite FH915+		11,136.00	0.00
1016578-14	0	Assy, HiPer VR w/ R2Lite FH915+		11,136.00	0.00
RTR-DC01-SRV	1	RTR, Daily Service Rental of Standard Handheld Data Collector		85.00	85.00
1034969-01	0	FC-6000 Geo Cell N. America		3,465.00	0.00

We hereby agree to the purchase/rent of the items indicated herein, in accordance with the terms stated above and in accordance with the “GeoShack Terms and Conditions of Sale”

Subtotal	345.00
Tax Total	28.46
Total	$373.46

Signature

Date

$46.68/HR

Print Name

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: Wilco Way
DATE: 11/6/2025
DESCRIPTION:

This proposal is for installing 3 communication pull-boxes, 2" HDPE(SCH 80) inner duct banks, and 2" SCH 80 bores as proposed in revised plan sheets. Pricing includes layout and haul off by Smith. **Proposed new line item(s) pricing is listed below.**

LABOR

		HOURS WORKED								
	RATE	1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 85.00								0.0	$ -
Superintendent	$ 60.00								0.0	$ -
Foreman/Layout Coordinator	$ 55.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Operator 2	$ 30.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Laborer 2	$ 25.00								0.0	$ -
Driver 1	$ 29.00								0.0	$ -
Driver 2	$ 28.00								0.0	$ -
-	$ -								0.0	$ -
-	$ -								0.0	$ -
									LABOR SUBTOTAL	$ -

PER DIEM

	Unit Cost								QTY	COST
	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.000	$ -
				MATERIAL SUBTOTAL	$ -

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
					$ -
				SUBCONTRACTOR SUBTOTAL	$ -

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
New Line Item	$ 17.27	LF	HDPE 2 IN(SCH80)-w/INNERDUCT- FABRIC, 3 CELL	3470.0	$ 59,926.90
New Line Item	$ 69.24	LF	HDPE 2 IN(SCH80)-BORE-w/INNERDUCT-FABRIC, 3 CELL	770.0	$ 53,314.80
New Line Item	$ 12,016.54	EA	COMMUNICATION BOX 36"X36"X18"	3.0	$ 36,049.62
New Line Item	$ 69.33	LF	2 INCH-PVC-SCH 80-BORE	750.0	$ 51,997.50
				0.0	$ -
				UNIT SUBTOTAL	$ 201,288.82

EQUIPMENT

	HOURS WORKED								RATE TIMES
	RATE	1	2	3	4	5	6	7	TOTAL	TOTAL HRS.
										$ -
										$ -
									EQUIPMENT SUBTOTAL	$ -

Additional Time Requested 14

LABOR SUBTOTAL		$ -
LABOR BURDEN	55%	$ -
LABOR PROFIT & OVERHEAD	15%	$ -
PER DIEM		$ -
MATERIAL SUBTOTAL		$ -
MATERIALS PROFIT AND OVERHEAD	15%	$ -
SUB CONTRACTOR SUBTOTAL		$ -
GC PROFIT AND OVERHEAD ON SUBS	5%	$ -
UNIT RATE		$ 201,288.82
EQUIPMENT		$ -
EQUIPMENT MARKUP	5%	$ -
SUBTOTAL		$ 201,288.82
BONDING COST	0%	$ -
TOTAL CHANGE TO PROJECT		$ 201,288.82

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: Wilco Way
DATE: 11/6/2025
DESCRIPTION: This proposal is for 3,470' of 2" HDPE inner duct banks by open cut trenching, as proposed in revised plan sheets. Pricing includes layout and haul off by Smith. **Proposed new line item pricing is listed below.**

LABOR

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 85.00								0.0	$ -
Superintendent	$ 60.00	1							1.0	$ 60.00
Foreman/Layout Coordinator	$ 55.00	3							3.0	$ 165.00
Laborer 1	$ 25.00	3	3						6.0	$ 150.00
Operator 1	$ 32.00	1							1.0	$ 32.00
Driver 1	$ 29.00	1							1.0	$ 29.00
Laborer 1	$ 25.00								0.0	$ -
Laborer 2	$ 25.00								0.0	$ -
Driver 1	$ 29.00								0.0	$ -
Driver 2	$ 28.00								0.0	$ -
-	$ -								0.0	$ -
-	$ -								0.0	$ -
									LABOR SUBTOTAL	**$ 436.00**

PER DIEM

	Unit Cost								QTY	COST
	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				MATERIAL SUBTOTAL	**$ -**

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
New Line Item	$ 16.00	LF	HDPE 2 INCH- WITH INNERDUCT- FABRIC , 3 CELL	3470.0	$ 55,520.00
					$ -
					$ -
				SUBCONTRACTOR SUBTOTAL	**$ 55,520.00**

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				UNIT SUBTOTAL	**$ -**

EQUIPMENT

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE TIMES TOTAL HRS.
GPS Equipment	$ 46.68	3							3.0	$ 140.04
Backhoe	$ 61.26	1							1.0	$ 61.26
Truck-Dump	$ 85.83	1							1.0	$ 85.83
-	$ -								0.0	$ -
									EQUIPMENT SUBTOTAL	**$ 287.13**

Additional Time Requested 0

LABOR SUBTOTAL		$ 436.00
LABOR BURDEN	**55%**	$ 239.80
LABOR PROFIT & OVERHEAD	**15%**	$ 65.40
PER DIEM		$ -
MATERIAL SUBTOTAL		$ -
MATERIALS PROFIT AND OVERHEAD	**15%**	$ -
SUB CONTRACTOR SUBTOTAL		$ 55,520.00
GC PROFIT AND OVERHEAD ON SUBS	**5%**	$ 2,776.00
UNIT RATE		$ -
EQUIPMENT		$ 287.13
EQUIPMENT MARKUP	**5%**	$ 14.36
SUBTOTAL		**$ 59,338.69**
BONDING COST	**1%**	$ 593.39
TOTAL		**$ 59,932.07**
		$ 17.27 /LF

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: Wilco Way
DATE: 11/6/2025
DESCRIPTION: This proposal is for installing 770' of 2" HDPE inner duct banks by boring operations, as proposed in revised plan sheets. Pricing includes layout and haul off by Smith.
Proposed new line item pricing is listed below.

LABOR

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 85.00								0.0	$ -
Superintendent	$ 60.00	1							1.0	$ 60.00
Foreman/Layout Coordinator	$ 55.00	3							3.0	$ 165.00
Laborer 1	$ 25.00	3	3						6.0	$ 150.00
Operator 1	$ 32.00	1							1.0	$ 32.00
Driver 1	$ 29.00	1							1.0	$ 29.00
Laborer 1	$ 25.00								0.0	$ -
Laborer 2	$ 25.00								0.0	$ -
Driver 1	$ 29.00								0.0	$ -
Driver 2	$ 28.00								0.0	$ -
-	$ -								0.0	$ -
-	$ -								0.0	$ -
									LABOR SUBTOTAL	**$ 436.00**

PER DIEM

	Unit Cost								QTY	COST
	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				MATERIAL SUBTOTAL	**$ -**

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
New Line Item	$ 64.00	LF	HDPE 2 INCH BORE WITH INNERDUCT-FABRIC, 3 CELL	770.0	$ 49,280.00
					$ -
					$ -
				SUBCONTRACTOR SUBTOTAL	**$ 49,280.00**

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				UNIT SUBTOTAL	**$ -**

EQUIPMENT

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE TIMES TOTAL HRS.
GPS Equipment	$ 46.68	3							3.0	$ 140.04
Backhoe	$ 61.26	1							1.0	$ 61.26
Truck-Dump	$ 85.83	1							1.0	$ 85.83
-	$ -								0.0	$ -
									EQUIPMENT SUBTOTAL	**$ 287.13**

Additional Time Requested 0

LABOR SUBTOTAL		$ 436.00
LABOR BURDEN	**55%**	$ 239.80
LABOR PROFIT & OVERHEAD	**15%**	$ 65.40
PER DIEM		$ -
MATERIAL SUBTOTAL		$ -
MATERIALS PROFIT AND OVERHEAD	**15%**	$ -
SUB CONTRACTOR SUBTOTAL		$ 49,280.00
GC PROFIT AND OVERHEAD ON SUBS	**5%**	$ 2,464.00
UNIT RATE		$ -
EQUIPMENT		$ 287.13
EQUIPMENT MARKUP	**5%**	$ 14.36
SUBTOTAL		**$ 52,786.69**
BONDING COST	**1%**	$ 527.87
TOTAL		**$ 53,314.55**
		$ 69.24 /LF

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: Wilco Way
DATE: 11/6/2025
DESCRIPTION: This proposal is for installing 3 communication pull-boxes as proposed in revised plan sheets. Pricing includes layout and haul off by Smith. **Proposed new line item pricing is listed below.**

LABOR

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 85.00								0.0	$ -
Superintendent	$ 60.00	1							1.0	$ 60.00
Foreman/Layout Coordinator	$ 55.00	3							3.0	$ 165.00
Laborer 1	$ 25.00	3	3						6.0	$ 150.00
Operator 1	$ 32.00	1							1.0	$ 32.00
Driver 1	$ 29.00	1							1.0	$ 29.00
Laborer 1	$ 25.00								0.0	$ -
Laborer 2	$ 25.00								0.0	$ -
Driver 1	$ 29.00								0.0	$ -
Driver 2	$ 28.00								0.0	$ -
-	$ -								0.0	$ -
-	$ -								0.0	$ -
									LABOR SUBTOTAL	**$ 436.00**

PER DIEM

	Unit Cost								QTY	COST
	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				MATERIAL SUBTOTAL	**$ -**

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
New Line Item	$ 11,000.00	EA	COMMUNICATION BOX 36"X36"X18"	3.0	$ 33,000.00
					$ -
					$ -
				SUBCONTRACTOR SUBTOTAL	**$ 33,000.00**

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				UNIT SUBTOTAL	**$ -**

EQUIPMENT

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE TIMES TOTAL HRS.
GPS Equipment	$ 46.68	3							3.0	$ 140.04
Backhoe	$ 61.26	1							1.0	$ 61.26
Truck-Dump	$ 85.83	1							1.0	$ 85.83
-	$ -								0.0	$ -
									EQUIPMENT SUBTOTAL	**$ 287.13**

Additional Time Requested 0

LABOR SUBTOTAL		$ 436.00
LABOR BURDEN	**55%**	$ 239.80
LABOR PROFIT & OVERHEAD	**15%**	$ 65.40
PER DIEM		$ -
MATERIAL SUBTOTAL		$ -
MATERIALS PROFIT AND OVERHEAD	**15%**	$ -
SUB CONTRACTOR SUBTOTAL		$ 33,000.00
GC PROFIT AND OVERHEAD ON SUBS	**5%**	$ 1,650.00
UNIT RATE		$ -
EQUIPMENT		$ 287.13
EQUIPMENT MARKUP	**5%**	$ 14.36
SUBTOTAL		**$ 35,692.69**
BONDING COST	**1%**	$ 356.93
TOTAL		**$ 36,049.61**
		$ 12,016.54 /EA

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: Wilco Way
DATE: 11/6/2025
DESCRIPTION: This proposal is for installing 750' of 2" Sch 80 bores as proposed in the revised plan sheets. Original line item was missing from bid items. Pricing includes layout and haul off by Smith. **Proposed new line item(s) pricing is listed below.**

LABOR

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 85.00								0.0	$ -
Superintendent	$ 60.00								0.0	$ -
Foreman/Layout Coordinator	$ 55.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Operator 1	$ 32.00								0.0	$ -
Driver 1	$ 29.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Laborer 2	$ 25.00								0.0	$ -
Driver 1	$ 29.00								0.0	$ -
Driver 2	$ 28.00								0.0	$ -
-	$ -								0.0	$ -
-	$ -								0.0	$ -
									LABOR SUBTOTAL	$ -

PER DIEM

	Unit Cost								QTY	COST
	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				MATERIAL SUBTOTAL	$ -

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
					$ -
					$ -
					$ -
				SUBCONTRACTOR SUBTOTAL	$ -

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
618-7031 OG	$ 60.00	LF	CONDT (PVC) (SCH 40) (2") (BORE)	440.0	$ 26,400.00
618-7031 ALT	$ 65.00	LF	CONDT (PVC) (SCH 40) (2") (BORE)	210.0	$ 13,650.00
618-7031 OG	$ 53.00	LF	CONDT (PVC) (SCH 40) (2") (BORE)	-440.0	$ (23,320.00)
618-7031 ALT	$ 56.00	LF	CONDT (PVC) (SCH 40) (2") (BORE)	-210.0	$ (11,760.00)
618-7031 NEW	$ 61.00	LF	CONDT (PVC) (SCH 80) (2") (BORE)	650.0	$ 39,650.00
				UNIT SUBTOTAL	$ 44,620.00

EQUIPMENT

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE TIMES TOTAL HRS.
-	$ -								0.0	$ -
-	$ -								0.0	$ -
-	$ -								0.0	$ -
-	$ -								0.0	$ -
									EQUIPMENT SUBTOTAL	$ -

Additional Time Requested 0

LABOR SUBTOTAL		$ -
LABOR BURDEN	55%	$ -
LABOR PROFIT & OVERHEAD	15%	$ -
PER DIEM		$ -
MATERIAL SUBTOTAL		$ -
MATERIALS PROFIT AND OVERHEAD	15%	$ -
SUB CONTRACTOR SUBTOTAL		$ -
GC PROFIT AND OVERHEAD ON SUBS	5%	$ -
UNIT RATE		$ 44,620.00
EQUIPMENT		$ -
EQUIPMENT MARKUP	5%	$ -
SUBTOTAL		**$ 44,620.00**
BONDING COST	1%	$ 446.20
TOTAL		**$ 45,066.20**
		$ 69.33 /LF

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951
Fax (512) 255-0146

November 4, 2025

CHANGE ORDER PROPOSAL

OWNER: WILLIAMSON COUNTY
PROJECT: TRACY CHAMBERS LANE EXT
HIGHWAY: TRACY CHAMBERS LANE
COUNTY: WILLIAMSON
PLANS DATED 8/5/2025

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
1	HDPE 2 INCH- WITH INNERDUCT- FABRIC , 3 CELL	LF	~~2710~~ 3470	$16.00	$55,520.00 ~~$43,360.00~~
2	HDPE 2 INCH BORE WITH INNERDUCT-FABRIC, 3 CELL	LF	~~1160~~ 770	$64.00	$49,280.00 ~~$74,240.00~~
3	**COMMUNICATION BOX 3' x 3 x 3' - concrete vault**	EA	~~7~~ 3	$11,000.00	$33,000.00 ~~$77,000.00~~
4	2 INCH -PVC-SCH 80-BORE	LF	~~540~~ 750	$61.00	$45,750.00 ~~$32,940.00~~
	Total Bid Amount				$183,550.00 ~~**$227,540.00**~~

Qtys from most recent revision.

LABOR	**DIRECT**	**$36,427.08**
MATERIAL	**DIRECT**	**$54,777.00**
SUB	**DIRECT**	**$79,200.00**
EQUIPMENT	**DIRECT**	**$13,000.00**
LABOR BURDEN	**55%**	**$20,034.90**
LABOR PROFIT	**25%**	**$9,106.77**
MATERIAL PROFIT	**25%**	**$13,694.25**
EQUIPMENT PROFIT	**10%**	**$1,300.00**
	TOTAL	**$227,540.00**

Contact Edward Schroeder - 512-255-9951 ext 114

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951
Fax (512) 255-0146

May 29, 2025

PROPOSAL - REV 1

OWNER: WILLIAMSON COUNTY
PROJECT: TRACY CHAMBERS LANE EXT
HIGHWAY: TRACY CHAMBERS LANE
COUNTY: WILLIAMSON

Item No.	Desc. Code	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
20	416-7005	DRILL SHAFT (30 IN)	LF	184	$250.00	$46,000.00
28	500-7001	MOBILIZATION	LS	1	$30,000.00	$30,000.00
42	610-7007	REMOVE RD IL ASM (SHOE-BASE)	EA	6	$200.00	$1,200.00
43	610-7058	IN RD IL (TY SA) 30S-4 (150W EQ) LED	EA	23	$4,000.00	$92,000.00
44	618-7030	CONDT (PVC) (SCH 40) (2")	LF	2710	$10.00	$27,100.00
45	618-7031	CONDT (PVC) (SCH 40) (2") (BORE)	LF	440	$53.00	$23,320.00
46	620-7007	ELEC CONDR (NO.8) BARE	LF	1150	$1.40	$1,610.00
47	620-7008	ELEC CONDR (NO.8) INSULATED	LF	2300	$1.50	$3,450.00
48	620-7009	ELEC CONDR (NO.6) BARE	LF	2460	$2.00	$4,920.00
49	620-7010	ELEC CONDR (NO.6) INSULATED	LF	4920	$3.00	$14,760.00
50	624-7002	GROUND BOX TY A (122311)W/APRON	EA	4	$1,800.00	$7,200.00
51	628-7245	ELC SRV TY D 120/240 100(NS)SS(E)OC(U)	EA	1	$8,900.00	$8,900.00
85	416-7005	DRILL SHAFT (30 IN)	LF	56	$250.00	$14,000.00
92	610-7007	REMOVE RD IL ASM (SHOE-BASE)	EA	3	$350.00	$1,050.00
93	610-7058	IN RD IL (TY SA) 30S-4 (150W EQ) LED	EA	6	$4,000.00	$24,000.00
94	618-7030	CONDT (PVC) (SCH 40) (2")	LF	960	$12.00	$11,520.00
95	618-7031	CONDT (PVC) (SCH 40) (2") (BORE)	LF	210	$56.00	$11,760.00
96	620-7007	ELEC CONDR (NO.8) BARE	LF	730	$1.40	$1,022.00
97	620-7008	ELEC CONDR (NO.8) INSULATED	LF	1460	$1.50	$2,190.00
98	620-7009	ELEC CONDR (NO.6) BARE	LF	580	$2.00	$1,160.00
99	620-7010	ELEC CONDR (NO.6) INSULATED	LF	1160	$3.00	$3,480.00
100	624-7002	GROUND BOX TY A (122311)W/APRON	EA	5	$1,800.00	$9,000.00

Total Bid Amount **$339,642.00**

PERFORMANCE & PAYMENT BONDS. - ADD 1% IF REQUIRED.

EXCLUSIONS

1) **ALL TRAFFIC CONTROL & LANE CLOSURES.**
2) **ALL LANE RENTAL FEES.**
3) **DRILL SHAFT LAYOUT and ELEVATIONS FOR ILLUMINATION FOUNDATIONS.**
4) **TESTING AND SAMPLING OF CONCRETE**
5) **COORDINATION WITH UTILITY OWNERS, BUSINESSES OR RESIDENCES.**
6) **REMOVAL OF ABANDONED CONCRETE ELECTRICAL OR SIGNAL FOUNDATIONS.**

Contact Edward Schroeder - 512-255-9951 ext 114

APPROVED
By Christopher R. Lopez at 10:15 am, Jun 20, 2025

EquipmentWatch

www.equipmentwatch.com

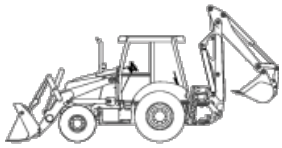
All prices shown in US dollars ($)

Adjustments for TravisRagland3 in Backhoe

January 9, 2025

Caterpillar 416F2 (disc. 2020)
Tractor-Loader-Backhoes

Size Class:
13.5 - 14.4 ft
Weight:
N/A



Configuration for 416F2 (disc. 2020)

Drive	**4WD**	Horsepower	**87.0 hp**
Operator Protection	**EROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $5,685.00	USD $1,590.00	USD $400.00	USD $60.00	USD $28.96	USD $61.26
Adjustments						
Region (Texas: 97.9%)	(USD $119.39)	(USD $33.39)	(USD $8.40)	(USD $1.26)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $5,565.62**	**USD $1,556.61**	**USD $391.60**	**USD $58.74**	**USD $28.96**	**USD $60.58**

Non-Active Use Rates

	Hourly
Standby Rate	USD $15.81
Idling Rate	USD $43.60

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	22.29%	USD $1,266.93/mo
Overhaul (ownership)	50.04%	USD $2,845.00/mo
CFC (ownership)	16.21%	USD $921.44/mo
Indirect (ownership)	11.46%	USD $651.63/mo
Fuel (operating) @ USD 3.54	41.37%	USD $11.98/hr

Revised Date: 1st quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (travisragland@sccitx.com)

www.equipmentwatch.com

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for Dump Truck in Trucks-Offroad

January 10, 2025

Miscellaneous 6X4 18YD 70KGVW
On-Highway Rear Dumps

Size Class:
60,001 lbs & Over
Weight:
19702 lbs

Configuration for 6X4 18YD 70KGVW

Axle Configuration	**6X4**	Horsepower	**400.0**
Maximum Gross Vehicle Weight	**70000.0 lbs**	Power Mode	**Diesel**
Struck Capacity	**12.0 - 18.0 cu yd**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $4,795.00	USD $1,345.00	USD $335.00	USD $50.00	USD $58.59	USD $85.83
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,795.00**	**USD $1,345.00**	**USD $335.00**	**USD $50.00**	**USD $58.59**	**USD $85.83**

Non-Active Use Rates

	Hourly
Standby Rate	USD $18.88
Idling Rate	USD $66.89

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48.27%	USD $2,314.42/mo
Overhaul (ownership)	30.69%	USD $1,471.47/mo
CFC (ownership)	10.39%	USD $498.28/mo
Indirect (ownership)	10.65%	USD $510.83/mo
Fuel (operating) @ USD 3.54	67.67%	USD $39.65/hr

Revised Date: 1st quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (travisragland@sccitx.com)

www.equipmentwatch.com

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Quote

Acct. No.	Date	Quote #
GSI-AUSMIT01	7/3/2024	416302

16800 Joe Barbee Drive
Round Rock TX 78664
United States

Phone:
Email: ogamboa@geoshack.com

Bill To	Ship To
Coy Layho M. A. Smith Contracting Company, Inc. 15308 Ginger Street Austin TX 78728 United States	Smith Contracting Co., Inc. Customer picked up @ Geoshack/Austin 16800 Joe Barbee Rd. Round Rock TX 78664 United States

Sales Rep	Expected Delivery	Ship Via	Terms	Expires
20211 Austin Counter			Net 30	7/13/2024

Item	Qty	Description	SN	Unit Price	Total Price
RTR-GPS04-SRV	1	RTR, Daily Service Rental of Standard GPS Base, Rover and Data Collector		260.00	260.00
1028526-01	0	KIT, HiPer VR Base/Rover 915+		22,160.00	0.00
1016578-14	0	Assy, HiPer VR w/ R2Lite FH915+		11,136.00	0.00
1016578-14	0	Assy, HiPer VR w/ R2Lite FH915+		11,136.00	0.00
RTR-DC01-SRV	1	RTR, Daily Service Rental of Standard Handheld Data Collector		85.00	85.00
1034969-01	0	FC-6000 Geo Cell N. America		3,465.00	0.00

We hereby agree to the purchase/rent of the items indicated herein, in accordance with the terms stated above and in accordance with the “GeoShack Terms and Conditions of Sale”

Subtotal	345.00
Tax Total	28.46
Total	$373.46

Signature

Date

$46.68/HR

Print Name

COP #1.0-Tree Protection

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: Wilco Way
DATE: 7/24/2025
DESCRIPTION: Proposal for ±315' of chain-link tree protection as requested by the owner.

LABOR

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 85.00								0.0	$ -
Superintendent	$ 60.00								0.0	$ -
Operator 1	$ 32.00								0.0	$ -
Operator 2	$ 30.00								0.0	$ -
Operator 2	$ 30.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Laborer 2	$ 25.00								0.0	$ -
Driver 1	$ 29.00								0.0	$ -
Driver 2	$ 28.00								0.0	$ -
-	$ -								0.0	$ -
-	$ -								0.0	$ -
									LABOR SUBTOTAL	$ -

PER DIEM

	Unit Cost								QTY	COST
	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				MATERIAL SUBTOTAL	$ -

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
				SUBCONTRACTOR SUBTOTAL	$ -

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
100-7014	$ 12.51	FT	TREE PROTECTION (INSTALL)-CHAIN LINK	~~315.0~~	$ ~~3,940.65~~
100-7016	$ 2.00	FT	TREE PROTECTION (REMOVE)-CHAIN LINK	315.0	$ 630.00
				0.0	$ -
				0.0	$ -
				UNIT SUBTOTAL	$ 4,570.65

Contractor installed 272 LF, totaling in $3,402.72 for the installation.

EQUIPMENT

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE TIMES TOTAL HRS.
-	$ -								0.0	$ -
-	$ -								0.0	$ -
-	$ -								0.0	$ -
									EQUIPMENT SUBTOTAL	$ -

Additional Time Requested 0

LABOR SUBTOTAL		$ -
LABOR BURDEN	55%	$ -
LABOR PROFIT & OVERHEAD	15%	$ -
PER DIEM		$ -
MATERIAL SUBTOTAL		$ -
MATERIALS PROFIT AND OVERHEAD	15%	$ -
SUB CONTRACTOR SUBTOTAL		$ -
GC PROFIT AND OVERHEAD ON SUBS	5%	$ -
UNIT RATE		$ 4,570.65
EQUIPMENT		$ -
EQUIPMENT MARKUP	5%	$ -
SUBTOTAL		**$ 4,570.65**
BONDING COST	0%	$ -
TOTAL		**$ 4,570.65**

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

COP #5.0-WW MH-COVER SHEET

SMITH CONTRACTING CO., INC.
EXCAVATING ★ PAVING ★ CONCRETE ★ UTILITIES

PROJECT: Wilco Way
DATE: 9/25/2025
DESCRIPTION:

This proposal is for adding wastewater lining and performing vacuum testing on an existing manhole, as required by the City of Georgetown. **Proposed new line item(s) pricing is listed below.**

LABOR

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 85.00								0.0	$ -
Superintendent	$ 60.00								0.0	$ -
Foreman/Layout Coordinator	$ 55.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Operator 2	$ 30.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Laborer 2	$ 25.00								0.0	$ -
Driver 1	$ 29.00								0.0	$ -
Driver 2	$ 28.00								0.0	$ -
-	$ -								0.0	$ -
-	$ -								0.0	$ -
									LABOR SUBTOTAL	**$ -**

PER DIEM

	Unit Cost								QTY	COST
	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.000	$ -
				MATERIAL SUBTOTAL	**$ -**

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
					$ -
				SUBCONTRACTOR SUBTOTAL	**$ -**

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
New Line Item	$ 4,386.48	EA	MANHOLE COATING & TESTING	1.0	$ 4,386.48
					$ -
					$ -
				0.0	$ -
				UNIT SUBTOTAL	**$ 4,386.48**

Item number: COGT 479-WW1

EQUIPMENT

	RATE	HOURS WORKED 1	2	3	4	5	6	7	TOTAL	RATE TIMES TOTAL HRS.
										$ -
										$ -
									EQUIPMENT SUBTOTAL	**$ -**

Additional Time Requested 0

LABOR SUBTOTAL		$ -
LABOR BURDEN	55%	$ -
LABOR PROFIT & OVERHEAD	15%	$ -
PER DIEM		$ -
MATERIAL SUBTOTAL		$ -
MATERIALS PROFIT AND OVERHEAD	15%	$ -
SUB CONTRACTOR SUBTOTAL		$ -
GC PROFIT AND OVERHEAD ON SUBS	5%	$ -
UNIT RATE		$ 4,386.48
EQUIPMENT		$ -
EQUIPMENT MARKUP	5%	$ -
SUBTOTAL		**$ 4,386.48**
BONDING COST	0%	$ -
TOTAL CHANGE TO PROJECT		**$ 4,386.48**

15308 GINGER STREET ★ AUSTIN, TX 78728 ★ (512) 990-7640 ★ Fax (512) 990-7855

COP #5.0-WW MH

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: Wilco Way
DATE: 9/25/2025
DESCRIPTION: This proposal is for adding wastewater lining and performing vacuum testing on an existing manhole, as required by the City of Georgetown. **Proposed new line item(s) pricing is listed below.**

LABOR

		HOURS WORKED								
	RATE	1	2	3	4	5	6	7	TOTAL	RATE * TOTAL HOURS
Project Manager	$ 85.00								0.0	$ -
Superintendent	$ 60.00								0.0	$ -
Foreman/Layout Coordinator	$ 55.00	2							2.0	$ 110.00
Laborer 1	$ 25.00	2	2						4.0	$ 100.00
Operator 1	$ 32.00								0.0	$ -
Driver 1	$ 29.00								0.0	$ -
Laborer 1	$ 25.00								0.0	$ -
Laborer 2	$ 25.00								0.0	$ -
Driver 1	$ 29.00								0.0	$ -
Driver 2	$ 28.00								0.0	$ -
-	$ -								0.0	$ -
-	$ -								0.0	$ -
									LABOR SUBTOTAL	**$ 210.00**

PER DIEM

	Unit Cost								QTY	COST
	$ -	-	-	-	-	-	-	-	0.0	$ -
									PER DIEM SUBTOTAL	$ -

MATERIALS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
			MATERIAL SUBTOTAL		**$ -**

SUBCONTRACTORS

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
Fuquay	$ 3,750.00	LS	MANHOLE COATINGS WITH RAVEN 405	1.0	$ 3,750.00
					$ -
					$ -
			SUBCONTRACTOR SUBTOTAL		**$ 3,750.00**

UNIT RATE

	UNIT COST	UNIT	DESCRIPTION	QTY	COST
				0.0	$ -
				0.0	$ -
			UNIT SUBTOTAL		**$ -**

EQUIPMENT

	HOURS WORKED									RATE TIMES
	RATE	1	2	3	4	5	6	7	TOTAL	TOTAL HRS.
Generator-Small	$ 8.12	2							2.0	$ 16.24
Handtools	$ 7.50	2	2						4.0	$ 30.00
-	$ -								0.0	$ -
-	$ -								0.0	$ -
									EQUIPMENT SUBTOTAL	**$ 46.24**

Additional Time Requested **0**

LABOR SUBTOTAL		$ 210.00
LABOR BURDEN	**55%**	$ 115.50
LABOR PROFIT & OVERHEAD	**15%**	$ 31.50
PER DIEM		$ -
MATERIAL SUBTOTAL		$ -
MATERIALS PROFIT AND OVERHEAD	**15%**	$ -
SUB CONTRACTOR SUBTOTAL		$ 3,750.00
GC PROFIT AND OVERHEAD ON SUBS	**5%**	$ 187.50
UNIT RATE		$ -
EQUIPMENT		$ 46.24
EQUIPMENT MARKUP	**5%**	$ 2.31
SUBTOTAL		**$ 4,343.05**
BONDING COST	**1%**	$ 43.43
TOTAL		**$ 4,386.48**
		$ 4,386.48 /EA

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

LEWIS CONCRETE RESTORATION

INVOICE

Due Date	Date	Invoice #
9/24/2025	9/24/2025	7799

BILL TO:

Smith Contracting Co.
15308 Ginger Street
Austin, TX 78728
AP@SMITHCONTINC.COM

Remittance Address:
405 Ware, Buda, TX 78610

A Specialty Water and Wastewater Concrete Restoration Company servicing TX and LA

P.O. No.	Terms
	COD

Description	Qty	Rate	Amount
PROJECT: MANHOLE COATING			
TO COMPLETE MANHOLE COATINGS WITH RAVEN 405. LS CALL OUT	1.00	3,750.00	3,750.00

Invoice	$3,750.00
Payments/Credits	$0.00
Balance Due	$3,750.00

Billing Questions: 512.983.3283
Email: slewis@lewisconcreterestoration.com
www.lewisconcreterestoration.com

Commissioners Court - Regular Session **82.**

Meeting Date: 12/09/2025

EWH Segment 2 Rule 11 Settlement Agreement

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a rule 11 settlement agreement and Agreed Final Judgment with JG Family Trust (56) to acquire 0.378 AC needed as right of way for the E. Wilco Highway segment 2 project.

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Judgment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:23 AM
Form Started By: Don Childs		Started On: 12/02/2025 01:48 PM
Final Approval Date: 12/03/2025		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8740 (D) • fax 512-255-8986

adam@scrrlaw.com

December 1, 2025

RULE 11 SETTLEMENT AGREEMENT

Via e-mail dgattis@gattislaw.com
c/o JC Family Trust a/k/a JG Family Trust

Re: Southeast Loop Roadway Project
Cause No. 23-0022-CC5; *Williamson County, Texas v. JC Family Trust a/k/a JG Family Trust*; filed in the County Court at Law No. 5 of Williamson County, Texas

Dear Mr. Gattis:

Following up on our recent correspondence, this letter is a Rule 11 Settlement Agreement (the "Agreement") between Williamson County, Texas ("County") and JC Family Trust a/k/a JG Family Trust ("Owner"), in connection with the project identified herein and the 0.378 acres of land being acquired in fee simple as a part of the Southeast Loop roadway improvements (the "Project"). The terms of this Agreement and the settlement reached are as follows:

1. This Rule 11 Settlement Agreement is for the resolution of the referenced condemnation case brought by Williamson County, Texas.

2. This agreement is contingent on final approval by Condemnor. Condemnor has forty-five (45) days from the Owner's execution of this Agreement to approve this Agreement. If approval is not provided, all terms of this Agreement are null and void.

3. The parties agree to pause the deadlines contained in the Agreed Docket Control Order filed in this cause on January 23, 2025, and the trial setting contained in the Agreed Motion for Continuance filed in this cause on October 14, 2025.

4. Condemnor agrees to pay the total compensation of ONE HUNDRED TWENTY-EIGHT THOUSAND TWENTY and 00/100 Dollars ($128,020.00) in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the live petition in this case, including but not limited to, compensation for Condemnor's fee simple acquisition (Parcel 56), described in Exhibit "A" ("Property"), damages to the remainder, if any, and any costs to cure.

5. As additional compensation, the parties agree to execute a Surface Lease Agreement, in the form attached hereto as Exhibit "B" and incorporated herein.

6. Subject to the approval of this Agreement and execution of the Surface Lease Agreement, the parties agree to file an Agreed Final Judgment in the amount of ONE HUNDRED TWENTY-EIGHT THOUSAND TWENTY and 00/100 Dollars ($128,020.00) and in the form set forth in Exhibit "C" attached hereto, to be executed and submitted for entry by the parties within forty-five (45) days following filing of this Agreement with the Court.

    a. The amount of TWENTY-SIX THOUSAND THREE HUNDRED SEVENTY and No/100 Dollars ($26,370.00) was previously deposited with the court on or about April 25, 2023, pursuant to the written Agreed Amended Award of Special Commissioners filed among the papers of this cause on or about April 6, 2023.

    b. The remaining amount owed by the County is the amount of ONE HUNDRED ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS ($101,650.00). The County will issue payment of the remaining $101,650 to Plaintiffs' Counsel by check within sixty (60) days of final entry and execution of the Agreed Final Judgment. The check should be made out to "Gattis Law Firm, PC, c/o JC Family Trust a/k/a JG Family Trust". It should be mailed to Defendant's counsel's office located at 213-B West 8th Street, Georgetown, Texas 78626.

If this letter correctly sets forth the terms of our agreement and the settlement reached between County and Owner, please so indicate by having the appropriate persons execute this letter in the space indicated below and return it to my attention. If we need to make alternate arrangements for pickup or collection of the document, just let us know that as well.

Sincerely,

Adam H. Hill
Sheets & Crossfield, PLLC
Attorney for Williamson County, Texas

AGREED AND ACCEPTED:
JC Family Trust a/k/a JG Family Trust

By: _____
Dan Gattis

Dec 2, 2025
Date: _____

AGREED AND ACCEPTED:
WILLIAMSON COUNTY, TEXAS

By: _____

Its: _____

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 56
Tax ID: R327168
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

August 26, 2022

PROPERTY DESCRIPTION FOR PARCEL 56

DESCRIPTION OF A 0.378 ACRE (16,481 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A REMAINDER OF A CALLED 22.457 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO JC FAMILY TRUST, RECORDED OCTOBER 30, 1996 IN DOCUMENT NO. 1996058337, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.378 ACRE (16,481 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 2,046.73 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 216+30.32 on the existing north right-of-way line of County Road (C.R.) 139, variable width right-of-way, no record information found, for the southwest corner of a called 6.298 acre tract of land, described in a deed to Coneen Cantley, recorded in Document No. 2021038593, O.P.R.W.C.TX.;

THENCE N 07°46'10" E, departing the existing north right-of-way line of said C.R. 139, with the west line of said 6.298 acre tract, a distance of 2,080.13 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S 222+27.86 on the proposed south right-of-way line of Southeast Loop, said point being the beginning of a curve to the left;

THENCE departing the west line of said 6.298 acre tract, with the proposed south right-of-way line of said Southeast Loop and said curve to the left, over and across said 6.298 acre tract, an arc distance of 111.09 feet, through a delta of 02°37'40", having a radius of 2,422.00 feet, and a chord that bears N 59°31'44" E, a distance of 111.08 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,711.30, E=3,176,286.22) set 147.00 feet right of Southeast Loop E.C.S. 223+32.20 on the common line of said remainder of a called 22.457 acre tract and said 6.298 acre tract, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 07°46'10" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, a distance of 197.93 feet to a calculated point in the center of Brushy Creek, same being the south line of a remainder of a called 10.00 acre tract of land, described in a deed to Swindoll Investments LP, recorded in Document No. 2017041967, O.P.R.W.C.TX., for the northwest corner of the parcel described herein;

THENCE departing the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, with the center line of said Brushy Creek, same being the common line of said remainder of a called 10.00 acre tract and said remainder of a called 22.457 acre tract, the following four (4) courses and distances numbered 2-5:

2) S 58°42'55" E, a distance of 34.65 feet to a calculated point,

3) S 57°59'10" E, a distance of 63.37 feet to a calculated point,

4) S 60°06'39" E, a distance of 46.14 feet to a calculated point, and

EXHIBIT "A"

5) S 58°22'32" E, a distance of 34.49 feet to a calculated point 147.00 feet right of Southeast Loop E.C.S. 225+26.84 on the proposed south right-of-way line of said Southeast Loop, same being the common line of said remainder of a called 22.457 acre tract and a called 10 acre tract of land, described as Tract Twelve in a deed to Swindoll Investments LP, recorded in Document No. 2008093458, O.P.R.W.C.TX., for the northeast corner of the parcel described herein, said point being the beginning of a curve to the right;

6) **THENCE** departing the common line of said remainder of a called 22.457 acre tract and said Tract Twelve, with the proposed south right-of-way line of Southeast Loop and said curve to the right, over and across said remainder of a 22.457 acre tract, an arc distance of 207.22 feet, through a delta of 04°54'08", having a radius of 2,422.00 feet, and a chord that bears S 60°02'41" W, a distance of 207.16 feet to the **POINT OF BEGINNING**, and containing 0.378 acres (16,481 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

**Unable to set at the time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

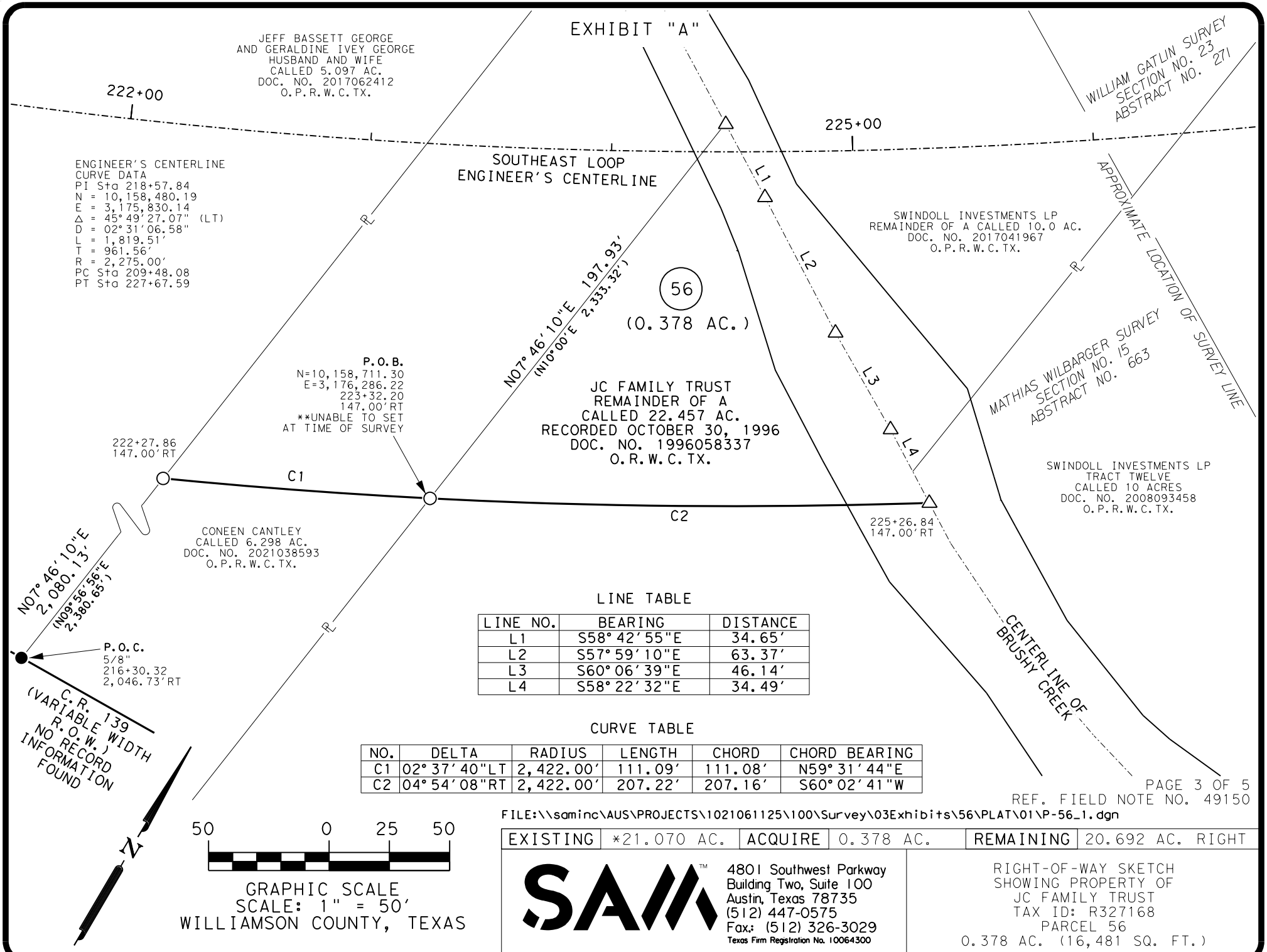
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear 8/26/2022

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S58°42'55"E	34.65'
L2	S57°59'10"E	63.37'
L3	S60°06'39"E	46.14'
L4	S58°22'32"E	34.49'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°37'40"LT	2,422.00'	111.09'	111.08'	N59°31'44"E
C2	04°54'08"RT	2,422.00'	207.22'	207.16'	S60°02'41"W

REF. FIELD NOTE NO. 49150

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\56\PLAT\01\P-56_1.dgn

EXISTING	*21.070 AC.	ACQUIRE	0.378 AC.	REMAINING	20.692 AC. RIGHT

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JC FAMILY TRUST
TAX ID: R327168
PARCEL 56
0.378 AC. (16,481 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159161, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 18, 2022, AND ISSUED DATE MARCH 2, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. AN ELECTRIC LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 348, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

2. A FLOODWATER EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 423, PAGE 693 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. A ROADWAY EASEMENT GRANTED TO W. E. ROGAN AS DESCRIBED IN VOLUME 424, PAGE 10 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A PIPELINE EASEMENT GRANTED TO LONESTAR GAS COMPANY AS DESCRIBED IN VOLUME 476, PAGE 263 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT AFFECTED BY DOCUMENT RECORDED IN VOLUME 928, PAGE 701 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

5. A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 600, PAGE 204 AND VOLUME 600, PAGE 206 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY, AS DESCRIBED IN VOLUME 524, PAGE 122, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

7. ELECTRIC SUPPLY LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, A DIVISION OF TEXAS UTILITIES ELECTRICCOMPANY, AS DESCRIBED IN VOLUME 1515, PAGE 969, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-03-21-9M - A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT BETWEEN THE CITY OF HUTTO AND THE JC FAMILY TRUST
AGREEMENT:
RECORDED: DOCUMENT NO. 2019043488, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, SUBJECT TO IF APPLICABLE)

9. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, AND ALL OTHER RIGHTS IN CONNECTION WITH THE SAME, ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREUNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 504, PAGE 689 AND VOLUME 517, PAGE 407 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

10. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO:
RECORDED: VOLUME 653, PAGE 780, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(UNABLE TO DETERMINE LOCATION, MAY AFFECT)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

11. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:
(1) ALL RIGHT, TITLE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.
(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.
(3) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED.
(LOAN POLICY ONLY)

12. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

13. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

14. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

15. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

16. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

17. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

18. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

REF. FIELD NOTE NO. 49150

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\56\PLAT\01\P-56_1.dgn

EXISTING	*21.070 AC.	ACQUIRE	0.378 AC.	REMAINING	20.692 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JC FAMILY TRUST
TAX ID: R327168
PARCEL 56
0.378 AC. (16,481 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159161, EFFECTIVE DATE FEBRUARY 18, 2022, AND ISSUED DATE MARCH 2, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

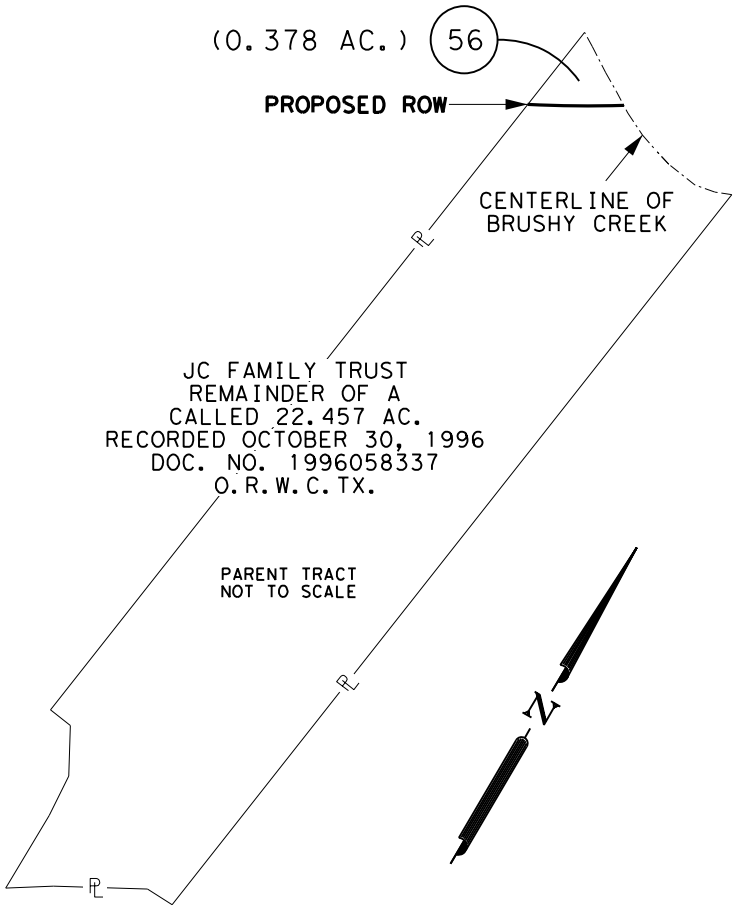
**UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

8/26/2022
DATE

EXHIBIT "A"



STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

PAGE 5 OF 5
REF. FIELD NOTE NO. 49150

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\56\PLAT\01\P-56_1.dgn

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JC FAMILY TRUST
TAX ID: R327168
PARCEL 56
0.378 AC. (16,481 SQ. FT.)

SURFACE LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS SURFACE LEASE (the "Lease") is made and entered into by and between **WILLIAMSON COUNTY, TEXAS**, hereinafter referred to as "Lessor", and **JC FAMILY TRUST A/K/A JG FAMILY TRUST** 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 multiple tracts of land containing approximately **0.378 acres**, more or less, situated in Williamson County, Texas, as shown in red on Exhibit "A" attached hereto (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The term of this Lease shall be FIVE (5) years, commencing on the date that this Lease is executed by both parties (the "Commencement Date") and terminating FIVE (5) years from said Commencement Date (the "Termination Date"), unless sooner terminated or extended in accordance with this Lease.

Lessee shall be entitled to renew this Lease for additional FIVE (5) year terms at the expiration of each FIVE (5) year term, subject to all of the same provisions stated in this Lease.

ARTICLE 2: RENT; PAYMENT OF RENT

A. **Rent for First Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of $1 for the Lease Term. As an additional form of consideration for said Lease, Lessee agrees to maintain the Premises during the Lease Term, including keeping it mowed and free of garbage or debris.

B. **Place of Payment:** All rental payments must be made payable to Lessor and be hand delivered or mailed to the address provided, in writing, to Lessee by Lessor.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the leased Premises, if any. Ad valorem taxes, if any, shall be assessed and paid in accordance with Texas Tax Code Section 26.11. If any 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 debt 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 accessing the Premises' Brushy Creek frontage and for agricultural, , or recreational purposes, together with non-commercial recreational activities usually and customarily associated with rural residential property in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than the purposes listed or to alter the Premises, including clearing new roads, moving existing fences or erecting any new fences, or locating on the Premises any type of permanent or temporary improvement . Lessor agrees to send a representative to meet with Lessee at the Premises to approve all new fence and gate locations made necessary by Lessor's right of way acquisition for construction of the South East Loop/East Wilco Highway Project improvements and appurtenances (the "Road Project). Lessor understands that Lessee may need to relocate certain fencing off of the Premises to provide adequate fencing for the Premises. Lessee further agrees to not hunt the Premises or allow anyone else to do so. Lessee may not place any animal on the Premises. Lessee shall comply with all Williamson County flood plain rules when exercising its rights under this lease.

ARTICLE 6: UTILITIES

Lessee shall not cause any utility facilities or services to encumber or be located upon the Premises, unless otherwise approved by Lessor in advance and in its sole discretion.

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 and which does not damage or impair any of Lessor's current or future Road Project improvements and appurtenances or access to same; 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 land 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.

B. To maintain the premises and keep it mowed and free of trash and debris.

C. 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.

D. Lessee assumes the risk of loss on all property and all improvements, including any crops or cattle, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

E. 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.

F. At any time without advance notice Lessor may enter the Premises to, inspect construct, reconstruct, widen, maintain, replace, remove and make such repairs to the East Wilco Highway roadway improvements and appurtenances as Lessor may desire at any time and for any duration, and nothing in this lease is intended to limit or otherwise restrict any valid public use of Lessor for the Premises.

G. Lessee agrees that it is solely responsible to cause the Premises and its Leased 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 Department of Agriculture. 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.

H. In the event this Lease is terminated early by Lessor, whether such termination is for cause or otherwise, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

I. Lessee agrees to maintain the Agricultural Exemption for special valuation with the Williamson County Appraisal District on the remainder property adjacent to the Premises. If this exemption is removed, this lease shall automatically terminate.

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 LAND 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. Lessee agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire, casualty, and a $1,000,000 liability insurance policy 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.

ARTICLE 10: 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 covenant set forth in this Lease, and this failure or breach continues for thirty (30) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default 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 (10th) day after such notice is given (the "Termination Date") 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 default, 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 default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults 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 default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessee may terminate this Lease, without cause or liability, but only upon giving thirty (30) calendar days written notice to the other party and only in accordance with the terms of this Lease. Lessor shall only be entitled to terminate this Lease if there is an event of default as defined herein. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts owing as of the date of termination, on a pro-rata basis, and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, 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 a lease period.

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.

ARTICLE 14: 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 15: 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, STRUCTURES, 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 WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, 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 AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE'S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 16: 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. Assignment by Lessee. Lessee may assign any interest granted herein with the prior written authorization and approval of Lessor, which shall not be unreasonably withheld. .

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

H. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, that Lessor is not agreeing 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.

I. 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, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

LESSEE: At the address set forth on the signature page below.

J. 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.

K. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

L. 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 to be effective this _____ day of _____, 20_____.

Lessor: WILLIAMSON COUNTY

By: _____
Steven Snell, County Judge

Address: _____
_____, ___ _____

Lessee:

By: _____
Printed Name: _____
Address: _____
_____, ___ _____

Lessee:

By: _____
Printed Name: _____
Address: _____
_____, ___ _____

EXHIBIT "A"

County: Williamson
Parcel No.: 56
Tax ID: R327168
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

August 26, 2022

PROPERTY DESCRIPTION FOR PARCEL 56

DESCRIPTION OF A 0.378 ACRE (16,481 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A REMAINDER OF A CALLED 22.457 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO JC FAMILY TRUST, RECORDED OCTOBER 30, 1996 IN DOCUMENT NO. 1996058337, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.378 ACRE (16,481 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 2,046.73 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 216+30.32 on the existing north right-of-way line of County Road (C.R.) 139, variable width right-of-way, no record information found, for the southwest corner of a called 6.298 acre tract of land, described in a deed to Coneen Cantley, recorded in Document No. 2021038593, O.P.R.W.C.TX.;

THENCE N 07°46'10" E, departing the existing north right-of-way line of said C.R. 139, with the west line of said 6.298 acre tract, a distance of 2,080.13 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S 222+27.86 on the proposed south right-of-way line of Southeast Loop, said point being the beginning of a curve to the left;

THENCE departing the west line of said 6.298 acre tract, with the proposed south right-of-way line of said Southeast Loop and said curve to the left, over and across said 6.298 acre tract, an arc distance of 111.09 feet, through a delta of 02°37'40", having a radius of 2,422.00 feet, and a chord that bears N 59°31'44" E, a distance of 111.08 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,711.30, E=3,176,286.22) set 147.00 feet right of Southeast Loop E.C.S. 223+32.20 on the common line of said remainder of a called 22.457 acre tract and said 6.298 acre tract, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 07°46'10" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, a distance of 197.93 feet to a calculated point in the center of Brushy Creek, same being the south line of a remainder of a called 10.00 acre tract of land, described in a deed to Swindoll Investments LP, recorded in Document No. 2017041967, O.P.R.W.C.TX., for the northwest corner of the parcel described herein;

THENCE departing the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, with the center line of said Brushy Creek, same being the common line of said remainder of a called 10.00 acre tract and said remainder of a called 22.457 acre tract, the following four (4) courses and distances numbered 2-5:

2) S 58°42'55" E, a distance of 34.65 feet to a calculated point,

3) S 57°59'10" E, a distance of 63.37 feet to a calculated point,

4) S 60°06'39" E, a distance of 46.14 feet to a calculated point, and

EXHIBIT "A"

5) S 58°22'32" E, a distance of 34.49 feet to a calculated point 147.00 feet right of Southeast Loop E.C.S. 225+26.84 on the proposed south right-of-way line of said Southeast Loop, same being the common line of said remainder of a called 22.457 acre tract and a called 10 acre tract of land, described as Tract Twelve in a deed to Swindoll Investments LP, recorded in Document No. 2008093458, O.P.R.W.C.TX., for the northeast corner of the parcel described herein, said point being the beginning of a curve to the right;

6) **THENCE** departing the common line of said remainder of a called 22.457 acre tract and said Tract Twelve, with the proposed south right-of-way line of Southeast Loop and said curve to the right, over and across said remainder of a 22.457 acre tract, an arc distance of 207.22 feet, through a delta of 04°54'08", having a radius of 2,422.00 feet, and a chord that bears S 60°02'41" W, a distance of 207.16 feet to the **POINT OF BEGINNING**, and containing 0.378 acres (16,481 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

**Unable to set at the time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

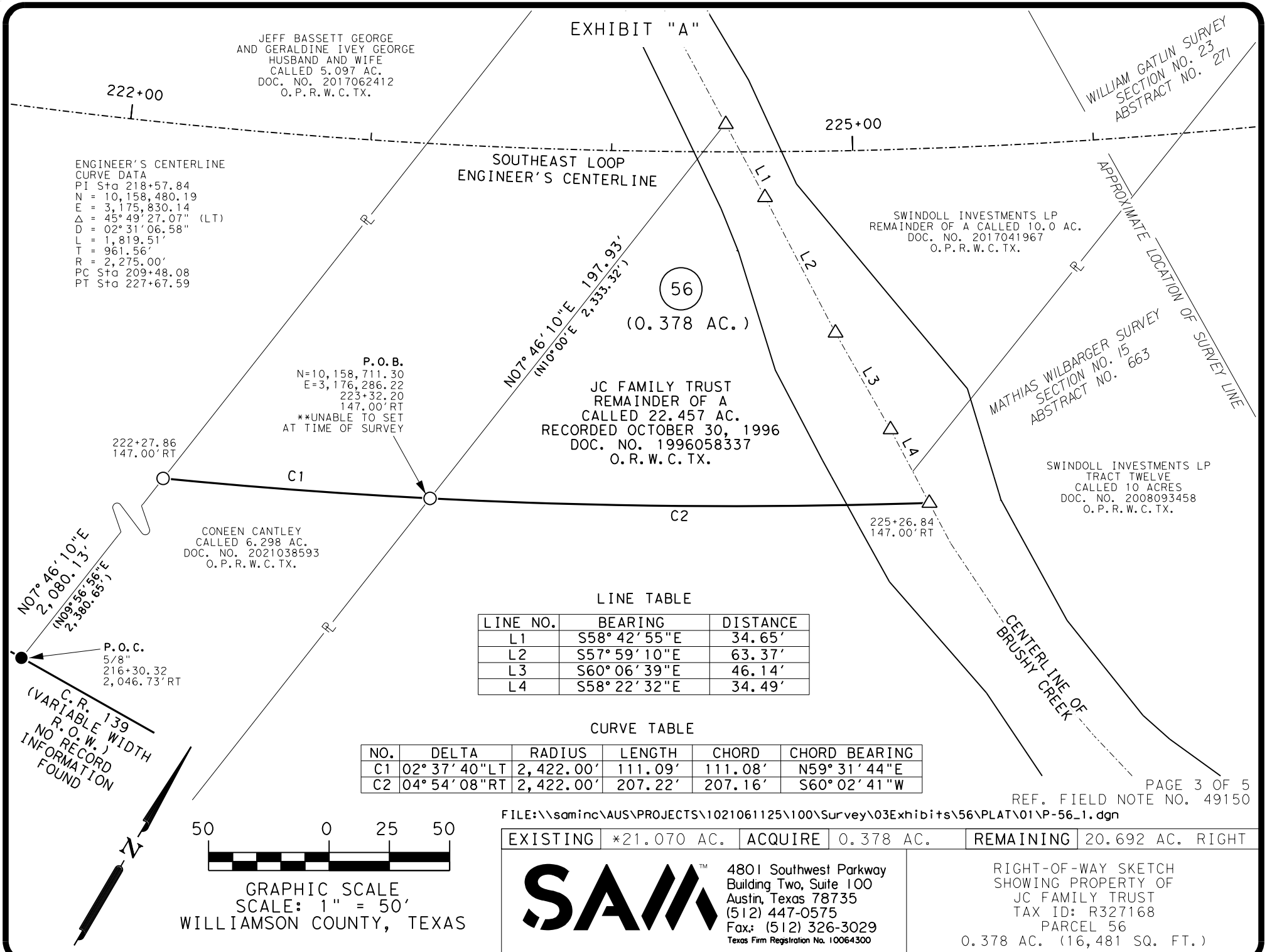
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear 8/26/2022

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S58°42'55"E	34.65'
L2	S57°59'10"E	63.37'
L3	S60°06'39"E	46.14'
L4	S58°22'32"E	34.49'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°37'40"LT	2,422.00'	111.09'	111.08'	N59°31'44"E
C2	04°54'08"RT	2,422.00'	207.22'	207.16'	S60°02'41"W

REF. FIELD NOTE NO. 49150

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\56\PLAT\01\P-56_1.dgn

EXISTING	*21.070 AC.	ACQUIRE	0.378 AC.	REMAINING	20.692 AC. RIGHT

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JC FAMILY TRUST
TAX ID: R327168
PARCEL 56
0.378 AC. (16,481 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159161, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 18, 2022, AND ISSUED DATE MARCH 2, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. AN ELECTRIC LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 348, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

2. A FLOODWATER EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 423, PAGE 693 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. A ROADWAY EASEMENT GRANTED TO W. E. ROGAN AS DESCRIBED IN VOLUME 424, PAGE 10 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A PIPELINE EASEMENT GRANTED TO LONESTAR GAS COMPANY AS DESCRIBED IN VOLUME 476, PAGE 263 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT AFFECTED BY DOCUMENT RECORDED IN VOLUME 928, PAGE 701 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

5. A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 600, PAGE 204 AND VOLUME 600, PAGE 206 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY, AS DESCRIBED IN VOLUME 524, PAGE 122, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

7. ELECTRIC SUPPLY LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, A DIVISION OF TEXAS UTILITIES ELECTRICCOMPANY, AS DESCRIBED IN VOLUME 1515, PAGE 969, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-03-21-9M - A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT BETWEEN THE CITY OF HUTTO AND THE JC FAMILY TRUST
AGREEMENT:
RECORDED: DOCUMENT NO. 2019043488, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, SUBJECT TO IF APPLICABLE)

9. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, AND ALL OTHER RIGHTS IN CONNECTION WITH THE SAME, ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREUNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 504, PAGE 689 AND VOLUME 517, PAGE 407 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

10. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO:
RECORDED: VOLUME 653, PAGE 780, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(UNABLE TO DETERMINE LOCATION, MAY AFFECT)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

11. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:
(1) ALL RIGHT, TITLE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.
(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.
(3) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED.
(LOAN POLICY ONLY)

12. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

13. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

14. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

15. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

16. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

17. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

18. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

REF. FIELD NOTE NO. 49150

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\56\PLAT\01\P-56_1.dgn

EXISTING	*21.070 AC.	ACQUIRE	0.378 AC.	REMAINING	20.692 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JC FAMILY TRUST
TAX ID: R327168
PARCEL 56
0.378 AC. (16,481 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
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ℙ	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159161, EFFECTIVE DATE FEBRUARY 18, 2022, AND ISSUED DATE MARCH 2, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

**UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

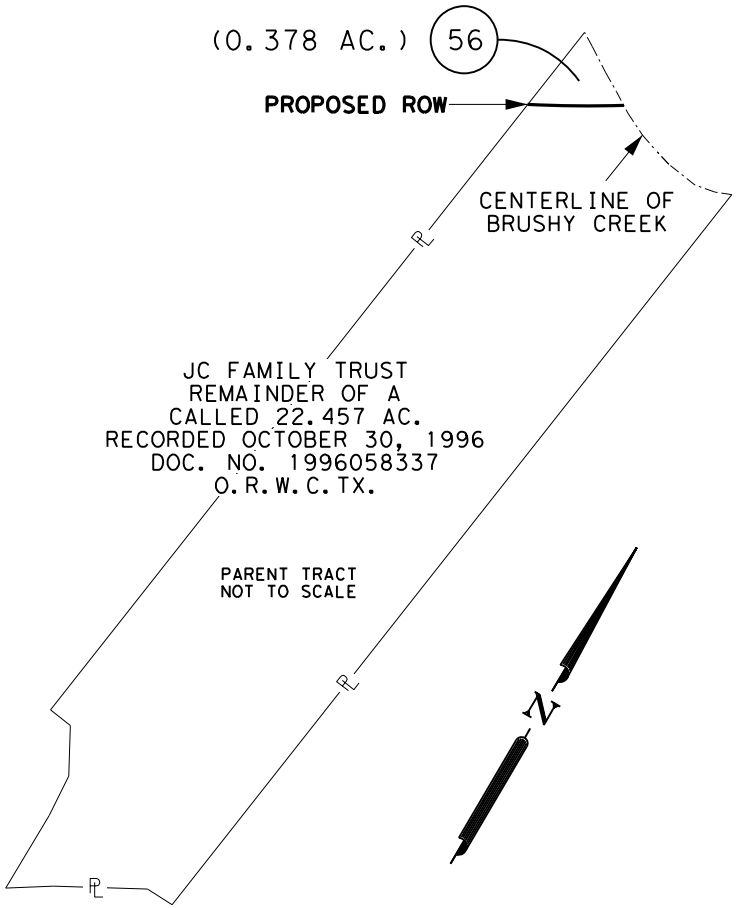
Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

8/26/2022

DATE

EXHIBIT "A"



STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

PAGE 5 OF 5
REF. FIELD NOTE NO. 49150

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CAUSE NO. 23-0022-CC5

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ IN THE COUNTY COURT §
V.	§ AT LAW NO. 5
JC FAMILY TRUST A/K/A JG FAMILY TRUST **Condemnee**	§ § WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 0.378 acres (Parcel 56) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about January 5, 2023, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Southeast Loop roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **ONE HUNDRED TWENTY-EIGHT THOUSAND TWENTY and 00/100 Dollars ($128,020.00)** of which total amount the parties agree:

1. The amount of **TWENTY-SIX THOUSAND THREE HUNDRED SEVENTY and No/100 Dollars ($26,370.00)** was previously deposited with the court on or about April 25, 2023, pursuant to the written Agreed Amended Award of Special Commissioners filed among the papers of this cause on or about April 6, 2023; and
2. The amount of **ONE HUNDRED ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS ($101,650.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

It is further ORDERED that Condemnor shall pay Condemnee the remaining balance of **ONE HUNDRED ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS ($101,650.00)** as full compensation for the condemnation of the Property. Plaintiff shall make such wire transfer, check, or warrant payable to "Gattis Law Firm, PC, c/o JC Family Trust a/k/a JG Family Trust" and, if applicable, deliver such payment to any attorney or employee of Gattis Law Firm, PC, 213-B West 8th Street, Georgetown, Texas, 78626. In the event Condemnee is unable to provide necessary documents or payment information to effectuate payment, or be available to accept payment as directed above, Condemnor may deposit the remaining balance in the registry of the Court to satisfy this Agreed Final Judgment. If the remaining balance is not paid or deposited within sixty (60) days of entry and filing of this Agreed Final Judgment, then statutory interest will accrue on the unpaid balance until paid.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Erik Cardinell
erik@scrrlaw.com
State Bar No. 00796304
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:

By:_____

Dan M. Gattis
Texas State Bar No. 00790754
dgattis@gattislaw.com
GATTIS LAW FIRM, P.C.
213-B West 8th Street
Georgetown, Texas 78626
Telephone: (512) 868-5400
Facsimile: (512) 868-5403

ATTORNEY FOR CONDEMNEE
JC FAMILY TRUST A/K/A JG FAMILY TRUST

EXHIBIT "A"

County: Williamson
Parcel No.: 56
Tax ID: R327168
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

August 26, 2022

PROPERTY DESCRIPTION FOR PARCEL 56

DESCRIPTION OF A 0.378 ACRE (16,481 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A REMAINDER OF A CALLED 22.457 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO JC FAMILY TRUST, RECORDED OCTOBER 30, 1996 IN DOCUMENT NO. 1996058337, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.378 ACRE (16,481 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 2,046.73 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 216+30.32 on the existing north right-of-way line of County Road (C.R.) 139, variable width right-of-way, no record information found, for the southwest corner of a called 6.298 acre tract of land, described in a deed to Coneen Cantley, recorded in Document No. 2021038593, O.P.R.W.C.TX.;

THENCE N 07°46'10" E, departing the existing north right-of-way line of said C.R. 139, with the west line of said 6.298 acre tract, a distance of 2,080.13 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S 222+27.86 on the proposed south right-of-way line of Southeast Loop, said point being the beginning of a curve to the left;

THENCE departing the west line of said 6.298 acre tract, with the proposed south right-of-way line of said Southeast Loop and said curve to the left, over and across said 6.298 acre tract, an arc distance of 111.09 feet, through a delta of 02°37'40", having a radius of 2,422.00 feet, and a chord that bears N 59°31'44" E, a distance of 111.08 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,711.30, E=3,176,286.22) set 147.00 feet right of Southeast Loop E.C.S. 223+32.20 on the common line of said remainder of a called 22.457 acre tract and said 6.298 acre tract, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 07°46'10" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, a distance of 197.93 feet to a calculated point in the center of Brushy Creek, same being the south line of a remainder of a called 10.00 acre tract of land, described in a deed to Swindoll Investments LP, recorded in Document No. 2017041967, O.P.R.W.C.TX., for the northwest corner of the parcel described herein;

THENCE departing the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, with the center line of said Brushy Creek, same being the common line of said remainder of a called 10.00 acre tract and said remainder of a called 22.457 acre tract, the following four (4) courses and distances numbered 2-5:

2) S 58°42'55" E, a distance of 34.65 feet to a calculated point,

3) S 57°59'10" E, a distance of 63.37 feet to a calculated point,

4) S 60°06'39" E, a distance of 46.14 feet to a calculated point, and

EXHIBIT "A"

5) S 58°22'32" E, a distance of 34.49 feet to a calculated point 147.00 feet right of Southeast Loop E.C.S. 225+26.84 on the proposed south right-of-way line of said Southeast Loop, same being the common line of said remainder of a called 22.457 acre tract and a called 10 acre tract of land, described as Tract Twelve in a deed to Swindoll Investments LP, recorded in Document No. 2008093458, O.P.R.W.C.TX., for the northeast corner of the parcel described herein, said point being the beginning of a curve to the right;

6) **THENCE** departing the common line of said remainder of a called 22.457 acre tract and said Tract Twelve, with the proposed south right-of-way line of Southeast Loop and said curve to the right, over and across said remainder of a 22.457 acre tract, an arc distance of 207.22 feet, through a delta of 04°54'08", having a radius of 2,422.00 feet, and a chord that bears S 60°02'41" W, a distance of 207.16 feet to the **POINT OF BEGINNING**, and containing 0.378 acres (16,481 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

**Unable to set at the time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

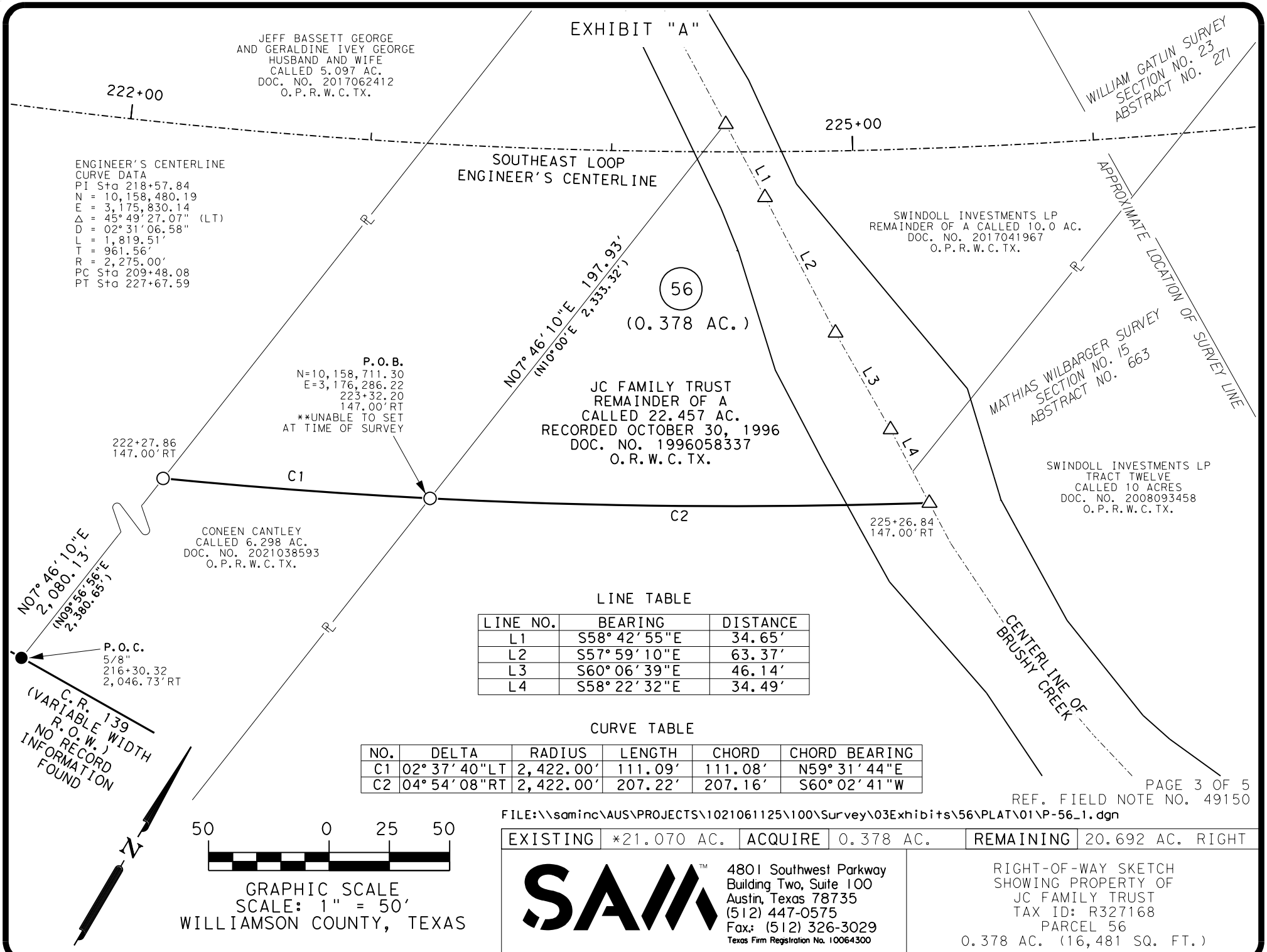
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear 8/26/2022

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S58°42'55"E	34.65'
L2	S57°59'10"E	63.37'
L3	S60°06'39"E	46.14'
L4	S58°22'32"E	34.49'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°37'40"LT	2,422.00'	111.09'	111.08'	N59°31'44"E
C2	04°54'08"RT	2,422.00'	207.22'	207.16'	S60°02'41"W

REF. FIELD NOTE NO. 49150

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50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

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PARCEL 56
0.378 AC. (16,481 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159161, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 18, 2022, AND ISSUED DATE MARCH 2, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. AN ELECTRIC LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 348, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

2. A FLOODWATER EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 423, PAGE 693 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. A ROADWAY EASEMENT GRANTED TO W. E. ROGAN AS DESCRIBED IN VOLUME 424, PAGE 10 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A PIPELINE EASEMENT GRANTED TO LONESTAR GAS COMPANY AS DESCRIBED IN VOLUME 476, PAGE 263 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT AFFECTED BY DOCUMENT RECORDED IN VOLUME 928, PAGE 701 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

5. A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 600, PAGE 204 AND VOLUME 600, PAGE 206 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY, AS DESCRIBED IN VOLUME 524, PAGE 122, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

7. ELECTRIC SUPPLY LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, A DIVISION OF TEXAS UTILITIES ELECTRICCOMPANY, AS DESCRIBED IN VOLUME 1515, PAGE 969, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-03-21-9M - A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT BETWEEN THE CITY OF HUTTO AND THE JC FAMILY TRUST
AGREEMENT:
RECORDED: DOCUMENT NO. 2019043488, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, SUBJECT TO IF APPLICABLE)

9. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, AND ALL OTHER RIGHTS IN CONNECTION WITH THE SAME, ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREUNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 504, PAGE 689 AND VOLUME 517, PAGE 407 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

10. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO:
RECORDED: VOLUME 653, PAGE 780, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(UNABLE TO DETERMINE LOCATION, MAY AFFECT)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

11. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:
(1) ALL RIGHT, TITLE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.
(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.
(3) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED.
(LOAN POLICY ONLY)

12. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

13. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

14. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

15. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

16. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

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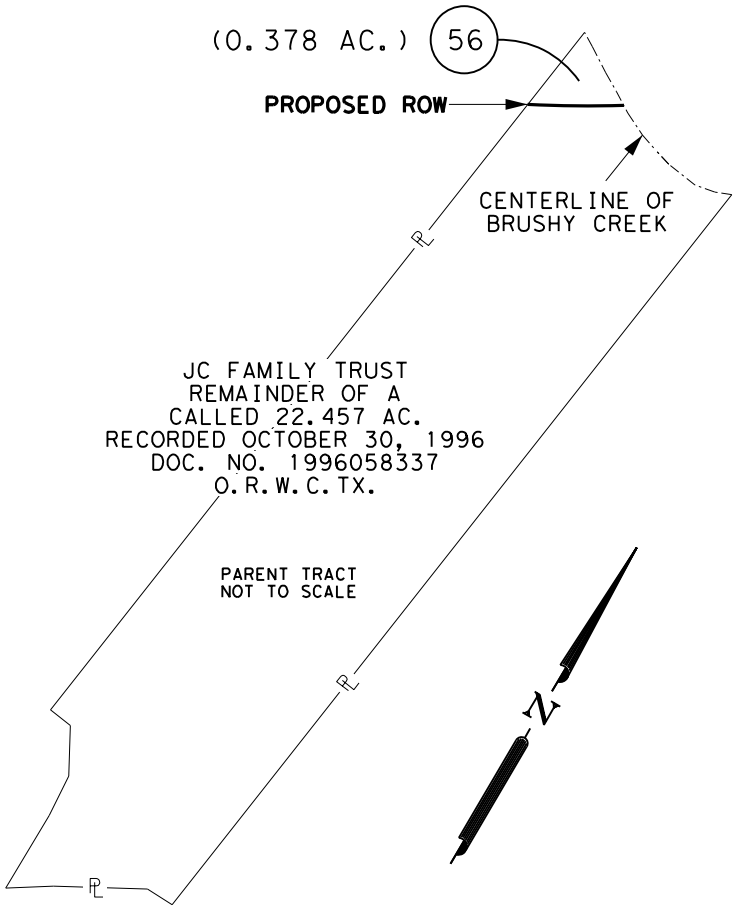
Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

8/26/2022

DATE

EXHIBIT "A"



STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

PAGE 5 OF 5
REF. FIELD NOTE NO. 49150

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\56\PLAT\01\P-56_1.dgn

EXISTING	*21.070 AC.	ACQUIRE	0.378 AC.	REMAINING	20.692 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JC FAMILY TRUST
TAX ID: R327168
PARCEL 56
0.378 AC. (16,481 SQ. FT.)

NO. 23-0022-CC5

WILLIAMSON COUNTY, TEXAS, Condemnor,	§ §	IN THE COUNTY COURT
vs.	§	AT LAW NO. FIVE
JC FAMILY TRUST, a/k/a JG FAMILY TRUST, Condemnee,	§ § §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 0.378 acres (Parcel 56) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about January 5, 2023, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Southeast Loop roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **ONE HUNDRED TWENTY-EIGHT THOUSAND TWENTY and 00/100 Dollars ($128,020.00)** of which total amount the parties agree:

1. The amount of **TWENTY-SIX THOUSAND THREE HUNDRED SEVENTY and No/100 Dollars ($26,370.00)** was previously deposited with the court on or about April 25, 2023, pursuant to the written Agreed Amended Award of Special Commissioners filed among the papers of this cause on or about April 6, 2023; and
2. The amount of **ONE HUNDRED ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS ($101,650.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

It is further ORDERED that Condemnor shall pay Condemnee the remaining balance of **ONE HUNDRED ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS ($101,650.00)** as full compensation for the condemnation of the Property. Plaintiff shall make such wire transfer, check, or warrant payable to "Gattis Law Firm, PC, c/o JC Family Trust a/k/a JG Family Trust" and, if applicable, deliver such payment to any attorney or employee of Gattis Law Firm, PC, 213-B West 8th Street, Georgetown, Texas, 78626. In the event Condemnee is unable to provide necessary documents or payment information to effectuate payment, or be available to accept payment as directed above, Condemnor may deposit the remaining balance in the registry of the Court to satisfy this Agreed Final Judgment. If the remaining balance is not paid or deposited within sixty (60) days of entry and filing of this Agreed Final Judgment, then statutory interest will accrue on the unpaid balance until paid.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Erik Cardinell
erik@scrrlaw.com
State Bar No. 00796304
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:

_____

Dan M. Gattis
Texas State Bar No. 00790754
dgattis@gattislaw.com
GATTIS LAW FIRM, P.C.
213-B West 8th Street
Georgetown, Texas 78626
Telephone: (512) 868-5400
Facsimile: (512) 868-5403

ATTORNEY FOR CONDEMNEE
JC FAMILY TRUST A/K/A JG FAMILY TRUST

Commissioners Court - Regular Session **83.**

Meeting Date: 12/09/2025

CR 401 Agreed Final Judgment

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 Agreed Final Judgment with C. Ernest Lawrence Family LP to acquire 2.787 AC needed as right of way on the CR 401 project (Parcel 6).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Judgment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:23 AM
Form Started By: Don Childs		Started On: 12/02/2025 01:55 PM
Final Approval Date: 12/03/2025		

CAUSE NO. 22-0456-CC1

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ IN THE COUNTY COURT § §
V.	§ § AT LAW NO. ONE §
C. ERNEST LAWRENCE FAMILY LIMITED PARTNERSHIP **Condemnees**	§ § § WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple interest to approximately 2.787 acres (Parcel 6) of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"), and additional rights or encumbrances as further described in Plaintiff's Original Petition, filed among the papers of this cause on or about April 19, 2022, and any subsequent live pleading amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns which has completed the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the County Road 401 roadway improvement project, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the property to be acquired and damages (if any) to any remaining property of **C. ERNEST LAWRENCE**

FAMILY LIMITED PARTNERSHIP ("CONDEMNEES"), that Condemnees shall recover from Condemnor the total sum of **SEVEN HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($720,000.00)**, of which total amount the parties agree:

1. The amount of FIVE HUNDRED THOUSAND THREE HUNDRED EIGHTY AND 00/100 DOLLARS ($500,380.00) was previously deposited with the court on or about June 21, 2022, pursuant to the written Award of Special Commissioners filed among the papers of this cause on or about October 20, 2022; and
2. The amount of **TWO HUNDRED NINETEEN THOUSAND SIX HUNDRED TWENTY AND 00/100 DOLLARS ($219,620.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

The parties agree that the remaining balance be paid by check or warrant or ACH deposit to **GATTIS LAW FIRM, PC, as Trustee for C. ERNEST LAWRENCE FAMILY LIMITED PARTNERSHIP,** within forty-five (45) days of final execution of this Judgment by the presiding judge and filing with the clerk, and delivery to Condemnor of any requested documentation required by the County Auditor to properly issue payment, to avoid paying interest. If any documentation required by the County Auditor to effectuate payment is not delivered as required, or Condemnee is otherwise not available to accept payment as directed above, Condemnor may deposit the unpaid remaining balance in the registry of the Court to satisfy this Judgment. If the remaining balance is not delivered or otherwise deposited within forty-five (45) days of entry and filing of this Agreed Final Judgment, then statutory interest will accrue on the unpaid balance until paid.

It is further ORDERED that upon payment by Condemnor of the unpaid balance as set our herein, the Condemnor shall stand RELEASED and DISCHARGED of its constitutional obligation to pay adequate compensation for the Property.

It is further ORDERED that all costs be assessed against the party incurring same.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED on _____,2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Erik L. Cardinell*
Erik L. Cardinell
State Bar No. 00796304
erik@scrrlaw.com
Don Childs
State Bar No. 00795056
don@scrrlaw.com
SHEETS & CROSSFIELD, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
512.255.8877

ATTORNEYS FOR CONDEMNOR

AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:

GATTIS LAW FIRM, PC
213-B West 8th Street
Georgetown, Texas 78626
Telephone: (512) 868-5400
Facsimile: (512) 868-5403

Dan M. Gattis
Texas State Bar No. 00790754
dgattis@gattislaw.com
Attorney for Condemnee

Commissioners Court - Regular Session **84.**

Meeting Date: 12/09/2025

Interlocal Agreement with the City of Liberty Hill

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 Liberty Hill, Texas, and Williamson County, Texas, in the Design and Construction Costs Related to the County Bagdad Rd. Construction Project (CR 279 City Waterline Relocation).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:35 AM
Form Started By: Don Childs		Started On: 12/02/2025 02:12 PM
Final Approval Date: 12/03/2025		

INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF LIBERTY HILL, TEXAS, AND WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE COUNTY BAGDAD ROAD CONSTRUCTION PROJECT (CR 279 CITY WATERLINE RELOCATION)

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Liberty Hill ("**City**"), a Texas home-rule municipality, and Williamson County, Texas, a political subdivision of the State of Texas (the "**County**"). In this Agreement, Liberty Hill and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties.**"

WHEREAS, the County is making roadway improvements to Bagdad Road (County Road 279) from Loop 332 to County Road 281 ("County Project"), and the County Project is located at least in part within the City's extraterritorial jurisdiction and will benefit the residents of the City; and

WHEREAS, this project involves the relocation of the existing City-owned water lines and related facilities located within the existing CR 279 right-of-way in the areas shown in Exhibit "A" attached hereto ("City Project"); and

WHEREAS, the City has agreed to be responsible for all design and construction costs incurred by the County related to the City Project ("City Participation Amount"), to be determined in a final accounting upon completion of the City Project in order to account for differences between the Final Actual City Project Cost (as defined below) upon completion and the Estimated City Project Cost (as defined below) at the time of this Agreement; and

WHEREAS, the City Project costs are estimated at the time of this Agreement to be $1,599,011.37, as set forth in the Preliminary Engineer's Opinion of Probable Construction Costs, attached hereto as Exhibit "B" ("Estimated 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:

PURPOSE

1.01 General. The purpose of this Agreement is to provide consent for the County's participation in the design, 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 shall construct the City Project, and will jointly bid the City Project and construct it concurrently with the County Project. The proposed City Project improvements shall be as shown on the Preliminary Engineers Opinion of Probable Construction Costs, as set forth in Exhibit "B" attached hereto. 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 County will provide the plans and specifications for the City Project to the City for the City to review, comment, and approve the plans and specifications related to the City Project. Any changes or modifications to the plans by the County will be submitted to the City for review and approval prior to the County commencing construction or authorizing any change order.

2.04 Inspection. The City may inspect all aspects of the City Project during construction. Upon receipt of notification from the City that the 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 the City.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County and City Projects. The City agrees to credit the County for all permitting and fees due to the City from the County related to the County and the City Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the County Project to name the City as an additional insured on any policies related to the City Project. The County shall require the contractors to provide all performance and maintenance bonds related to the City Project in favor of the City in amounts satisfactory to the City. All applicable warranties, performance, and maintenance bonds related to the City Project shall be transferred to the City upon the City's acceptance of the County Project.

If the City identifies defects during a construction contractor's applicable warrant of performance or maintenance bond period related to the City Project, the County represents and agrees that its engineer for the County Project shall cooperate with the City in providing documentation, clarifications, and review of the identified construction defect to the same extent as the engineer would for the County under the engineer's scope of work for the County Project during such warranty period.

III.
CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the City Project on and within City property.

3.02 City Payment. The City shall reimburse the County for the City Participation Amount in four installments on the following payment schedule. The County will submit reimbursement requests to the City a using the following payment schedule:

(1) 25% of the Estimated City Project Cost upon full execution of this Agreement between the City and the County;

(2) 25% of the Estimated City Project Cost upon the County awarding the construction contract bid;

(3) 25% of the Estimated City Project Cost when construction is 50% complete, as determined by the value of the work completed to date against the contract amount; and

(4) Upon completion of the City Project, the County shall submit a final accounting to the City that shows the following with supporting documentation:

"Final Actual City Project Cost": The total of the final actual design and construction costs incurred by the County related to the City Project at the time of completion, which shall account for any differences between the actual costs incurred and the Estimated City Project Cost with supporting documentation of actual costs incurred, any cost reductions from the estimates, and any mutually-agreed upon cost increases from change orders during the City Project;

"Fourth and Final Installment": This fourth and final installment amount shall be calculated as the Final Actual City Project Cost less the sum of the first three installment payments paid by the City (which sum to 75% of the Estimated City Project Cost).

If the Final Actual City Project Cost is greater than the City's prior payments of 75% of the Estimated Project Costs, then upon completion and receipt of such final accounting from the County, the City shall reimburse the County for the Fourth and Final Installment.

If the Final Actual City Project Costs are less than the City's prior payments of 75% of the Estimated Project Costs, then upon completion the County shall provide such a final accounting to the City and the County shall reimburse the City of the difference to correct such an overpayment.

3.03 Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City 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 the 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.

3.04 Operation and Maintenance After Acceptance. After the City inspects and accepts the City Project, the City will own and maintain the City Project, without need of formal conveyance. Upon the City's acceptance, the County shall provide the City with copies of all documents related to the City Project, including but not limited to: approved construction plans and specifications; final contracts and amendments, if any; approved change orders, if any; as-built drawings or surveys; applicable warranties and performance and maintenance bonds.

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

3.06 NO LIABILITY OR WARRANTY OF SERVICES. THE 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. THE CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT THE CITY MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY THE CITY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER THE CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY FOR THE CITY PROJECT PURSUANT TO 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.

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 City Project and the last expiration of any applicable contractor's warranty or performance or maintenance bond related to the City Project.

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 City 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:

LIBERTY HILL: City of Liberty Hill
926 Main Street
Liberty Hill, Texas 78642
Attn: City Manager
Telephone: 512-778-5449
Facsimile: 512-778-5418

COUNTY: 710 S. Main Street, Ste. 101
Georgetown, Texas 78626
Attn: Steven Snell
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 Liberty Hill.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF LIBERTY HILL, TEXAS

By: Crystal Mancilla

Name: Crystal Mancilla

Its: Mayor

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 1st day of December, 2025, by Crystal Mancilla as Mayor of the City of Liberty Hill, Texas, on behalf of said Liberty Hill.

Lisa Elaine Simpson
Notary Public, State of Texas

LISA ELAINE SIMPSON
Notary Public, State of Texas
Comm. Expires 08-02-2027
Notary ID 11692796

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

ATTEST:

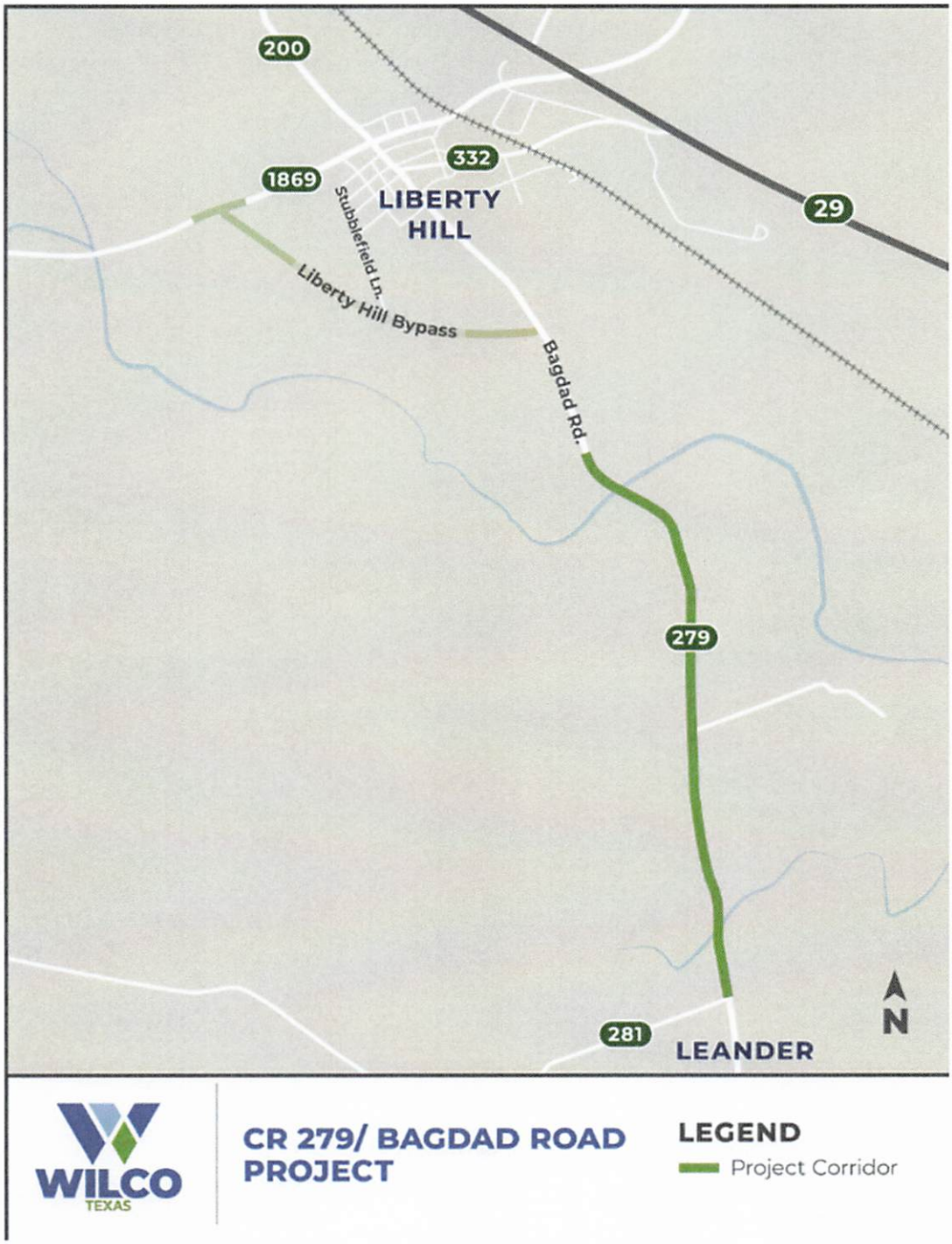
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2025, by Steven Snell, County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

Exhibit "A"



Bagdad Road (County Road 279) from Loop 332 to County Road 281

Exhibit "B"

COUNTY BAGDAD ROAD CONSTRUCTION PROJECT
(CR 279 CITY WATERLINE RELOCATION)

Estimated City Project Cost

Based on Engineers' Opinion of Probable Costs (attached)	
Bagdad North	
WL EOPC Original Construction Costs	$1,152,236.06
WL Cobb Fendley Original Design Costs	$89,459.81
Bagdad Int RFI	
Additional WL EOPC Construction Costs	$273,975.00
Additional WL Cobb Fendley Design Costs	$83,340.50
Total	**$1,599,011.37**

Payment Schedule per Pursuant to Section 3.02	**Amount**	**Anticipated Payment Date**
25% upon full execution of the Agreement between the City and the County	$399,752.84	Within 30 days of the full execution of this Agreement
25% upon awarding bid	$399,752.84	
25% when construction is 50% complete, as determined by the value of the work completed to date against the contract amount	$399,752.84	
Upon substantial completion	$399,752.85 (Estimated, subject to final accounting per Section 3.02)	
Total	**$1,599,011.37** (Estimated, subject to final accounting per Section 3.02)	

Commissioners Court - Regular Session **85.**

Meeting Date: 12/09/2025

Interlocal Agreement with the City of Liberty Hill

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 Liberty Hill, Texas, and Williamson County, Texas, in the Design and Construction Costs Related to the Bagdad Intersection Project.

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:35 AM
Form Started By: Don Childs		Started On: 12/02/2025 02:50 PM
Final Approval Date: 12/03/2025		

INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF LIBERTY HILL, TEXAS, AND WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE BAGDAD INTERSECTION PROJECT

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Liberty Hill ("**City**"), a Texas home-rule municipality, and Williamson County, Texas, a political subdivision of the State of Texas (the "**County**"). In this Agreement, Liberty Hill and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, the County is making roadway improvements to the intersection of Liberty Hill Bypass and Bagdad Road ("County Project"); and

WHEREAS, this County Project involves the relocation of approximately 1,196 linear feet of water line owned by the City, in the areas shown in Exhibit "A" attached hereto (the water line relocation near this intersection is referred to as the "City Project"); and

WHEREAS, the County has agreed to be responsible for all design and construction costs related to the City Project, and the County has agreed to reimburse the City for the costs of acquiring replacement easement rights necessary for the City Project (the "Easement"); and

WHEREAS, the City has acquired the Easement for the City Project, as recorded in Document No. 2025002883 (First Amendment to Pipeline and Right-of-Way Easement), in the Official Public Records of Williamson County, Texas, and the County has completed the City Project to relocate the water line into such Easement; 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, acquisition, and construction of the City Project and for the reimbursement by the County to the City of an amount not to exceed One Hundred Twenty-Eight Thousand Twenty-Seven and 08/100 Dollars ($128,027.08) for the Easement acquisition costs incurred by the City related to the construction of the City Project.

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 shall construct the City Project and will jointly bid the City Project and construct it concurrently with the County Project at the County's sole cost, including costs for any approved change orders or other costs exceeding the Opinion of Probable Costs. The proposed City Project improvements shall be as shown on the Preliminary Engineers Opinion of Probable Costs ("Opinion of Probable Costs"), as set forth in Exhibit "B" attached hereto. 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 has been provided with the opportunity to review and has approved the County's plans and specifications related to the City Project. Any changes or modifications to the plans by the County will be submitted to the City for review and approval prior to the County commencing construction or authorizing any change order.

2.04 Replacement Easement. The County will be responsible for reimbursing the City for the amount of One Hundred Twenty-Eight Thousand Twenty-Seven and 08/100 Dollars ($128,027.08), as costs incurred by the City to acquire the Easement needed for the City Project. as set forth in the Easement Valuation attached hereto as Exhibit "C."

2.05 Inspection. The City may inspect all aspects of the City Project during construction. Upon receipt of notification from the City that the 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 the City.

2.06 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County and the City Projects. The City agrees to credit the County for all permitting and fees due to the City from the County related to the County and the City Projects.

2.07 Insurance, Bonds and Warranties. The County shall require the contractor for the County Project to name the City as an additional insured on any policies related to the City Project. The County shall require the contractors to provide all performance and maintenance bonds related to the City Project in favor of the City in amounts satisfactory to the City. All applicable warranties, performance, and maintenance bonds related to the City Project shall be transferred to the City upon the City's acceptance of the City Project.

If the City identifies defects during a construction contractor's applicable warrant of performance or maintenance bond period related to the City Project, the County represents and agrees that its engineer for the County Project shall cooperate with the City in providing documentation, clarifications, and review of the identified construction defect to the same extent

as the engineer would for the County under the engineer's scope of work for the County Project during such warranty period.

III.
COUNTY AND CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the City Project on and within City property.

3.02 County Reimbursement to the City. The County shall reimburse the City for the City Project in the amount of One Hundred Twenty-Eight Thousand Twenty-Seven and 08/100 Dollars ($128,027.08) for the cost of the Easement acquisitions ("County Participation Amount"), which shall be due to the City upon the full execution of this Agreement between the City and the County. The City shall submit a reimbursement request to the County for the County Participation Amount and supporting documentation of said easement acquisition costs to the County within thirty (30) days of execution of this Agreement. The County shall remit payment of the County Participation Amount to the City no later than thirty (30) days after the receipt of the City's reimbursement request and supporting documentation thereof.

3.03 Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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.

3.04 Operation and Maintenance After Acceptance. After the City inspects and accepts the City Project, the City will own and maintain the City Project, without need of formal conveyance. Upon the City's acceptance, the County shall provide the City with copies of all documents related to the City Project, including but not limited to: approved construction plans and specifications; final contracts and amendments, if any; approved change orders, if any; as-built drawings or surveys; applicable warranties and performance and maintenance bonds.

3.05 County's Right to Audit. The City 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 the City which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The City agrees that the County shall have access during normal

working hours to all necessary City facilities and records 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 the City reasonable advance notice of intended audits.

3.06 NO LIABILITY OR WARRANTY OF SERVICES. THE 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. THE CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT THE CITY MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY THE CITY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER THE CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY FOR THE CITY PROJECT PURSUANT TO 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.

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 City Project and the last expiration of any applicable contractor's warranty or performance, or maintenance bond related to the City Project.

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 City 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:

LIBERTY HILL: City of Liberty Hill
926 Main Street
Liberty Hill, Texas 78642
Attn: City Manager
Telephone: 512-778-5449
Facsimile: 512-778-5418

COUNTY: 710 S. Main Street, Ste. 101
Georgetown, Texas 78626
Attn: Steven Snell
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 City Project is a sole project of the County and is not a joint venture or other partnership with Liberty Hill.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF LIBERTY HILL, TEXAS

By: Crystal Mancilla

Name: Crystal Mancilla

Its: Mayor

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 1st day of December, 2025, by Crystal Mancilla Mayor of the City of Liberty Hill, Texas, on behalf of said Liberty Hill.

Lisa Elaine Simpson
Notary Public, State of Texas

LISA ELAINE SIMPSON
Notary Public, State of Texas
Comm. Expires 08-02-2027
Notary ID 11692796

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2025, by Steven Snell, County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

Exhibit "A"

Exhibit "B"

Exhibit "C"

Easement Cost Analysis

Water Line portion of Easement 1 (East of CR 279)
[Easement 1 was prior easement rights Acquired by the City in this same area]

Description	Area (ac)	Area (sf)	Price ($/sf)	Total Price
Permanent Easement	0.717357	31248.1	$ 4.00	$ 124,992.28
Temporary Easement	2.039195	88827.4	$ 0.80	$ 71,061.88
Total				**$ 196,054.16**

Water Line Portion of Easement 1 Cost	**$ 98,027.08**
Water Line Easement Rights Amendment	**$30,000.00**
Total County Participation Amount for Easement Reimbursement	**$ 128,027.08**

Commissioners Court - Regular Session **86.**

Meeting Date: 12/09/2025

Corridor 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 and grazing and farm leaseback agreement with Eyemagine, LLC to acquire 11.759 AC needed as future right of way on the Corridor D project.

Background

Funding Source: LRTP 457

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:35 AM
Form Started By: Don Childs		Started On: 12/02/2025 02:51 PM
Final Approval Date: 12/03/2025		

CORR D

REAL ESTATE CONTRACT

Ronald Reagan Boulevard (Corridor D) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **EYEMAGINE, LLC** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 11.759-acre tract of land, more or less situated in the International and Great Northern Railroad Company survey, Abstract No. 340, Williamson County, Texas; said tract more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein;

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 situated on and attached to the Property shown in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of SIX HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED FORTY-FIVE and 00/100 Dollars ($646,745.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

Special Provisions and Additional Compensation

2.03. **Property Leaseback.** As additional consideration for the purchase of the Property, at Closing the parties shall enter into a written Grazing Lease agreement (the "Leaseback Agreement") wherein Purchaser, as Lessor, shall lease back the Property to Seller, as Lessee, according to the terms in the form shown in Exhibit "B" attached hereto and incorporated herein.

2.04. **Roadway Construction & Maintenance.** The parties agree that Seller, its successors and/or assigns, shall have no obligation construct any portion of the proposed Corridor D roadway facility upon the Property unless otherwise specifically required by any applicable subdivision development regulations of Williamson County or other regulatory jurisdiction exercising legal authority over the remaining property of Seller (the "*Seller's Other Property*") at the time an application for development is submitted. Seller shall be responsible for construction of any approved driveways/roadways to the proposed Corridor D facility once it is constructed. Seller shall have no obligation for maintenance of the future Corridor D roadway facility, or any portion thereof which connects to Seller's Other Property which are formally accepted by Williamson County or other applicable regulatory jurisdiction.

2.05. **Utilities within the Right of Way Property.** The parties agree that any public utilities as defined by Texas law shall be permitted to locate within the Property according to any applicable Federal, State, and local statutes or Williamson County Right of Way utility permitting requirements in place at the time of application. Private utility providers shall be allowed to cross the Property at an angle not less than forty-five degrees by approved permit, but shall not be allowed to run parallel to the proposed roadway facilities along the length of the right of way Property.

2.06. **Public Purpose and Transfer.** The parties agree that the Property shall be used solely for public purposes as defined by Federal and/or State law, and that Purchaser shall only be permitted to transfer or assign the Property or any portion thereof to another entity which possess the right of eminent domain or legal power of condemnation.

The provisions and agreement terms contained in Sections 2.03-2.06 shall survive the Closing of this transaction and are not merged herein.

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

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 current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before November 15, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the Contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens, restrictions and leases, 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 set out in Exhibit "C" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done, subject to the terms of the Leaseback Agreement.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. 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 but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default and as otherwise stated herein, 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 insure 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 Williamson County, Texas 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.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Ronald Reagan Boulevard Extension (Corridor D) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

[signature page follows]

□**SELLER:**

EYEMAGINE, LLC

By: James E Bartosh Jr

Name: James E. Bartosh, Jr

Title: Manager

Date: 11-24-2025

Address: P.O. Box 8
Granger, Texas 76530

□
PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

Steve Snell
County Judge

Address: 710 Main Street, Suite 101

Georgetown, Texas 78626

Date: _____

FARM AND GRAZING LEASE

Corridor D Right of Way

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS GRAZING LEASE (the "Lease") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Lessor", and EYEMAGINE, LLC, 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 one tract of land containing approximately **11.759 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: TERM OF LEASE

The total term of this Lease shall be four (4) years, commencing on the 1st day of _____, 2025 (the "Commencement Date") and terminating on the _____, 2029 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The four (4) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period: **_____, 2025 to _____, 2026 (12 months)**

Second Lease Period: **_____, 2026 to _____, 2027 (12 months)**

Third Lease Period: **_____, 2027 to _____, 2028 (12 months)**

Fourth Lease Period: **_____, 2028 to _____, 2029 (12 months)**

ARTICLE 2: RENT; PAYMENT OF RENT

A. **Rent for First Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of $200 for the First Lease Period.

B. **Rent Adjustments Following First Lease Period:** Following the First Lease Period, the rent will increase by $25 for each additional annual Lease Period.

C. **Payment of Rent:** The payment of the total rental amount for each lease period shall be paid in full at the beginning of each lease period.

D. **Place of Payment:** All rental payments must be made payable to Lessor and be hand delivered or mailed to the address provided, in writing, to Lessee by Lessor.

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 and any ad valorem taxes assessed against the Premises. If any 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. **Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (*i.e.* ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.**

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 debt 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 and/or grazing cattle, together with all other purposes and activities usually and customarily associated with a farming and/or cattle operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops, grazing of cattle or to alter the Premises, including clearing new roads, moving existing fences or erecting any new 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. Lessee may not place any other animal other than cattle on the premises. Thus, there shall be no bison or other form of livestock, including, but not limited to horses; mules; asses; sheep; goats; llamas; alpacas; exotic livestock, including elk and elk hybrids; and hogs kept on the Premises unless otherwise consented to in writing by Lessor in advance.

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 land 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.

B. In relation to cattle operations, use the highest standards of animal husbandry in grazing the Premises, employing the best methods of ranching customarily practiced on in the area.

C. Construct, keep, repair and maintain all fencing, either existing or constructed during the terms of this Lease, in such manner and condition so that such fencing is sufficient and adequate to restrain cattle that Lessee may place upon the Premises.

D. 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.

E. Lessee assumes the risk of loss on all property and all improvements, including any crops or cattle, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

F. 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.

G. 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.

H. 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.

I. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

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 LAND 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, HOWEVER, ONCE LESSOR STARTS CONSTRUCTION ON THE ROADWAY, THIS INDEMNIFICATION PROVISION WILL TERMINATE AND LESSEE SHALL NOT INDEMNIFY LESSOR.

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 shall, upon 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: 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 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 default 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 (10th) day after such notice is given (the "Termination Date") 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 default, 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 default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults 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 default 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 or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts owing as of the date of termination, on a pro-rata basis, and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, 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 a lease period.

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, other than cattle or grazing livestock, 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 default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL OR TRANSFER

It is understood and agreed that Lessor shall have the right to sell, assign or otherwise transfer 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 assigned or sold by Lessor to a third party, the Lessor or its successor may terminate this Lease by providing Lessee with its election to terminate and, in such event, Lessee shall vacate the Premises no later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice of its election to terminate.

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 LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, 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 WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, 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 AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE'S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: 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. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

H. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, that Lessor is not agreeing 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.

I. 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 Auditor
710 Main Street, Suite 101 Georgetown, Texas 78626

LESSEE: EYEMAGINE, LLC
At the address set forth on the signature page below.

J. 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.

K. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

L. 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 to be effective this _____ day of _____, 2025.

[signature page follows]

Lessor:

Williamson County, Texas

By: _____

Printed Name: Steve Snell, County Judge
Address: 710 Main Street, Georgetown, Texas 78626

Lessee:

EYEMAGINE, LLC

By: James E. Bartosh Jr

Name: JAMES F. Bartosh JR

Its: MANAGER

Address: P.O. Box 8, Granger, Texas, 76530

Exhibit “A”

County: Williamson
Project: Corridor D - Ronald Reagan Extension
Tax ID: R012985
Parcel: Eyemagine, LLC, ROW Parcel – 11.759 acres

METES AND BOUNDS DESCRIPTION

FOR A 11.759 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 121.867 ACRE TRACT OF LAND CONVEYED TO EYEMAGINE, LLC, RECORDED IN DOCUMENT NO. 2015037989 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 121.867 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 9912902 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 11.759 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF AUGUST 2025, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pipe found (Grid Coordinates: N=10253684.53, E=3194104.55) monumenting the southeast corner of said 121.867 Eyemagine, LLC tract, the southwest corner of the called 16.844 acre tract of land (Corridor D Right-of-way) conveyed to Williamson County, Texas, recorded in Document No. 2024083169 of the Official Public Records of Williamson County, Texas, the northwest corner of the called 1.906 acre tract of land conveyed to the State of Texas, recorded in Volume 440, Page 27 of the Deed Records of Williamson County, Texas and the northeast corner of the called 1.512 acre tract of land conveyed to the State of Texas, recorded in Volume 439, Page 163 of the Deed Records of Williamson County, Texas, same being on the north right-of-way line of FM 972 (80' original right-of-way width), for the southeast corner and **POINT OF BEGINNING** hereof, from which a leaning TxDOT Type I monument found monumenting the southeast corner of said 16.844 acre Williamson County, Texas tract and angle point on the north boundary line of said 1.906 acre State of Texas tract, same being on the west right-of-way line of County Road 301, bears S 72°32'23" E for a distance of 2390.24 feet;

THENCE, with the south boundary line of said 121.867 acre Eyemagine, LLC tract and the north boundary line of said 1.512 acre State of Texas tract, same being said north right-of-way line of FM 972, the following two (2) courses and distances:

1. **N 72°32'35" W** for a distance of **1254.46 feet** to a leaning TxDOT Type I monument found, from which a leaning TxDOT Type I monument found monumenting a point on the south boundary line of the called 5.118 acre tract of land conveyed to the State of Texas, recorded in Volume 439, Page 523 of the Deed Records of Williamson County, Texas, same being on the north boundary

line of the remnant portion of the called 101-8/10 acre tract of land (Tract No. One), conveyed to John M. Scott, recorded in Document No. 2005063199 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of said FM 972, bears S 17°25'08" W for a distance of 79.49 feet;

2. **N 72°35'14" W** for a distance of **383.91 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the southwest corner of said 121.867 acre Eyemagine, LLC tract, the northwest corner of said 1.512 acre State of Texas tract and the southeast corner of the called 107.27 acre tract of land (Tract 2) conveyed to Sally Hajda and Susan Oliver, recorded in Document No. 2024093600 of the Official Public Records of Williamson County, Texas, said 107.27 acre tract of land being more fully described as the First Tract, recorded in Volume 904, Page 630 of the Deed Records of Williamson County, Texas, same being on the northeast corner of the called 0.043 acre tract of land conveyed to the State of Texas, recorded in Volume 439, Page 359 of the Deed Records of Williamson County, Texas, for the southwest corner hereof;

THENCE, **N 17°16'26" E** with the west boundary line of said 121.867 acre Eyemagine, LLC tract and the east boundary line of said 107.27 acre Sally Hajda and Susan Oliver tract for a distance of **315.30 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the proposed north right-of-way line of Corridor D, for the northwest corner hereof, from which a 1/2" iron rod found monumenting the northwest corner of said 121.867 acre Eyemagine, LLC tract, bears N 17°16'26" E for a distance of 1471.29 feet and N 16°57'14" E for a distance of 1490.07 feet;

THENCE, through the interior of said 121.867 acre Eyemagine, LLC tract, same being with said proposed north right-of-way line of Corridor D, the following two (2) courses and distances:

1. With a curve to the right an arc length of **269.63 feet**, said curve having a radius of **15877.38 feet**, a delta angle of **0°58'23"** and a chord which bears **S 72°44'01" E** for a distance of **269.63 feet** to a 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the end of this curve;

2. **S 72°14'50" E** for a distance of **1365.30 feet** to an iron rod found with aluminum cap marked "WILLIAMSON COUNTY" monumenting the northwest corner of said 16.844 acre Williamson County, Texas tract, and the southwest corner of the remnant portion of the called 238.46 acre tract of land (Tract 2) conveyed to Theon Ranches, LP, recorded in Document No. 2022118171 of the Official Public

County: Williamson
Project: Corridor D - Ronald Reagan Extension
Tax ID: R012985
Parcel: Eyemagine, LLC, ROW Parcel – 11.759 acres

Records of Williamson County, Texas, same being on the east boundary line of said 121.867 acre Eyemagine, LLC tract, for the northeast corner hereof, from which a 1/2" iron pipe found monumenting an angle point on said east boundary of said 121.867 acre Eyemagine, LLC tract and the west boundary line of said remnant portion of the 238.46 acre Theon Ranches, LP tract, bears N 16°37'39" E for a distance of 1908.12 feet;

THENCE, **S 16°37'39" W** with said east boundary line of the 121.867 acre Eyemagine, LLC tract and the west boundary line of said 16.844 acre Williamson County, Texas tract for a distance of **308.88 feet** to the **POINT OF BEGINNING** hereof and containing 11.759 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 0.99985005 per Document No. 2023093551 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

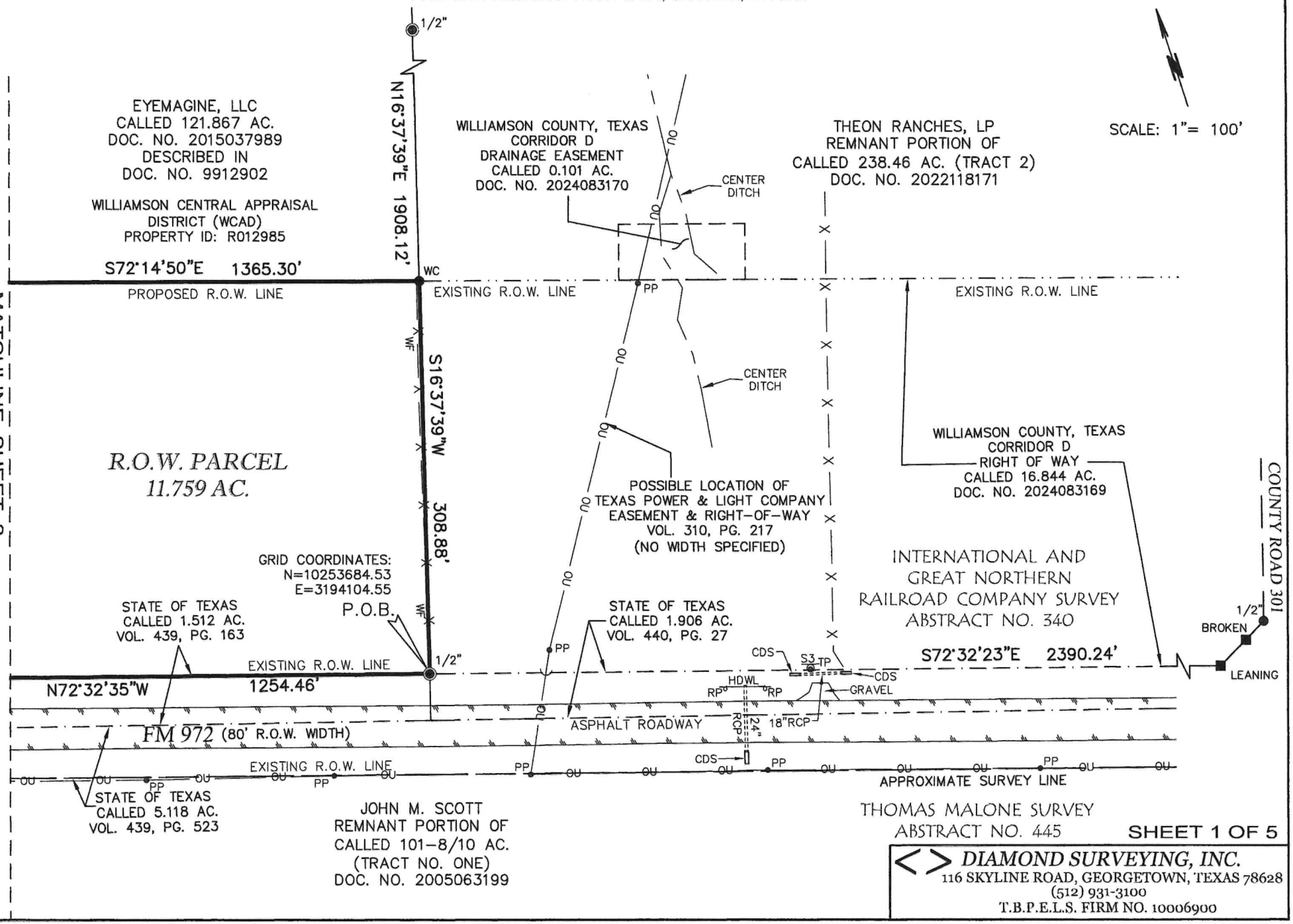
September 18, 2025

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\WCRB___2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101M - CORRIDOR D RR BLVD EXTENSION - EYEMAGINE ROW PARCEL 2024-101M\FINAL ROW PARCEL\RONALD REAGAN EXTENSION- EYEMAGINE ROW PARCEL FINAL M&B 20250918.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.759 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 121.867 ACRE TRACT OF LAND CONVEYED TO EYEMAGINE, LLC, RECORDED IN DOCUMENT NO. 2015037989 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 121.837 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 9912902 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 11201 FM 972, GRANGER, TX 76530



SHEET 1 OF 5

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WORD____2024 WORD WA-4 ON-CALL ROW TRACTS IN\TB 2024-101\2024-101M - CORRIDOR D RR BLVD EXTENSION - EYEMAGINE ROW PARCEL 2024-101M\FINAL ROW PARCEL\CORRIDOR RONALD REAGAN EXTENSION - EYEMAGINE ROW PARCEL FINAL 20250918.dwg

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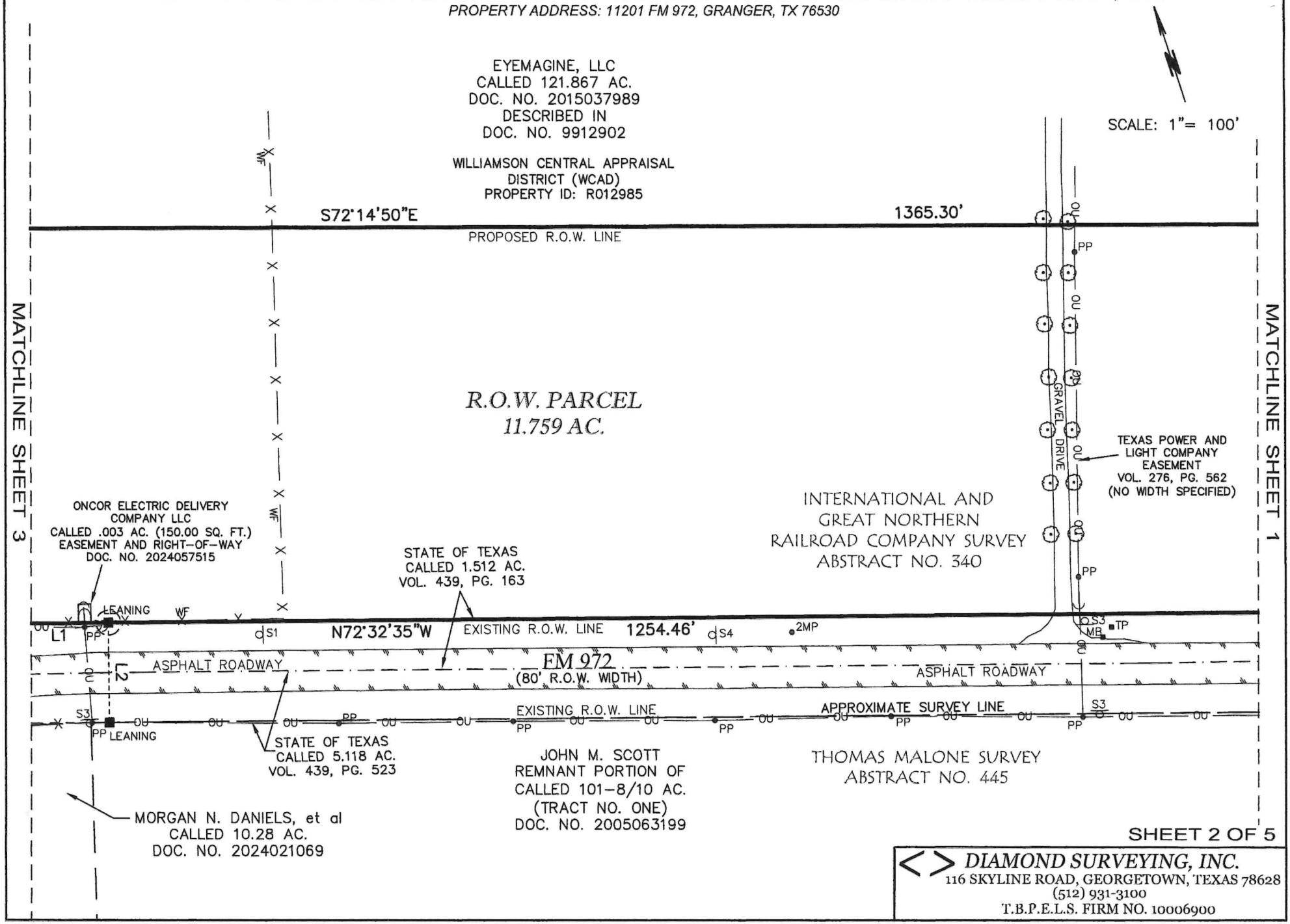
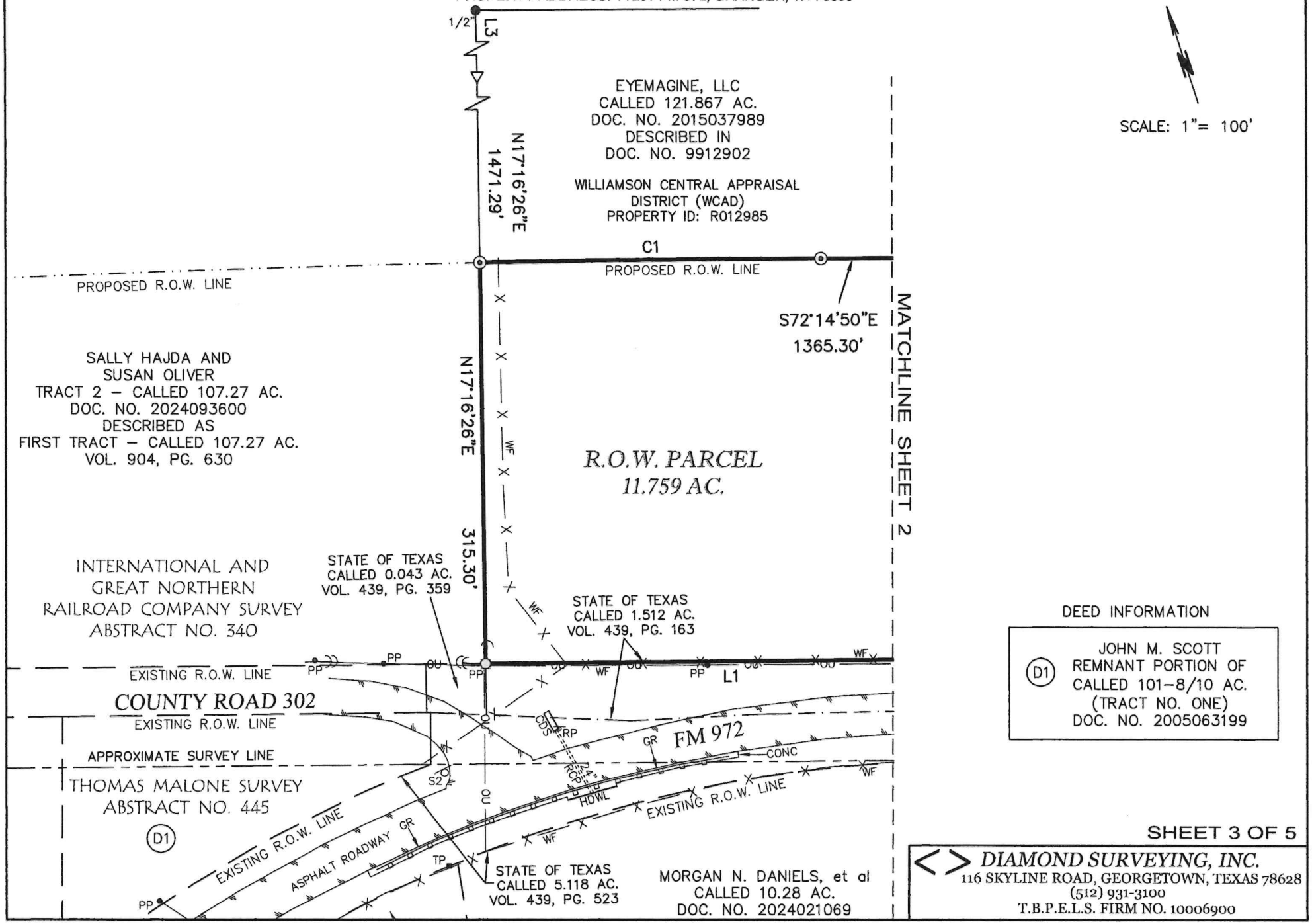


DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WORD___2024 WORD WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101M - CORRIDOR D RR BLVD EXTENSION - EYEMAGINE ROW PARCEL 2024-101M\FINAL ROW PARCEL\CORRIDOR RONALD REAGAN EXTENSION - EYEMAGINE ROW PARCEL FINAL 20250918.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.759 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 121.867 ACRE TRACT OF LAND CONVEYED TO EYEMAGINE, LLC, RECORDED IN DOCUMENT NO. 2015037989 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 121.837 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 9912902 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 11201 FM 972, GRANGER, TX 76530



DEED INFORMATION

(D1) JOHN M. SCOTT
REMNANT PORTION OF
CALLED 101–8/10 AC.
(TRACT NO. ONE)
DOC. NO. 2005063199

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB___2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101M - CORRIDOR D RR BLVD EXTENSION - EYEMAGINE ROW PARCEL 2024-101M\FINAL ROW PARCEL\CORRIDOR RONALD REAGAN EXTENSION - EYEMAGINE ROW PARCEL FINAL 20250918.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.759 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 121.867 ACRE TRACT OF LAND CONVEYED TO EYEMAGINE, LLC, RECORDED IN DOCUMENT NO. 2015037989 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 121.837 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 9912902 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 11201 FM 972, GRANGER, TX 76530

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. GT2503907 which bears an Effective Date August 28, 2025 and an Issued Date of September 9, 2025 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Easement dated September 3, 1935, to Texas Power & Light Company, recorded in Volume 276, Page 562, Deed Records, Williamson County, Texas. Is a part of the subject tract as shown hereon.

10b. Easement and Right of way dated January 9, 2024, to Oncor Electric Delivery Company LLC, recorded under Document No. 2024057515, Official Public Records, Williamson County, Texas. Is a part of the subject tract as shown hereon.

SIGN LEGEND
S1 = COUNTY ROAD 302
S2 = STOP
S3 = BURIED CABLE
S4 = LEFT CURVE AHEAD

LINE	BEARING	DISTANCE
L1	N72°35'14"W	383.91'
L2	S17°25'08"W	79.49'
L3	N16°57'14"E	1490.07'

LEGEND

●	IRON ROD FOUND
●WC	IRON ROD FOUND WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
■	TXDOT TYPE I MONUMENT FOUND
◉	IRON PIPE FOUND
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
○	IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
●PP	POWER POLE
⟵	DOWN GUY
■TP	TELEPHONE PEDESTAL
S1	SIGN
RP	REFLECTOR POST
■MB	MAIL BOX
●2MP	2" METAL POST
⊙	ORNAMENTAL TREE
—— X —— X ——	WIRE FENCE (WF)
	WOOD & METAL GUARD RAIL (GR)
	EDGE OF PAVEMENT
—— OU —— OU ——	OVERHEAD UTILITY LINE
— — — —— — — —	APPROXIMATE SURVEY LINE
HDWL	HEADWALL
RCP	REINFORCED CONCRETE PIPE
CONC	CONCRETE
CDS	CONCRETE DRAINAGE STRUCTURE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	15877.38'	269.63'	0°58'23"	S72°44'01"E	269.63'

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WORB___2024 WORB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101M - CORRIDOR D RR BLVD EXTENSION - EYEMAGINE ROW PARCEL 2024-101M\FINAL ROW PARCEL\CORRIDOR RONALD REAGAN EXTENSION - EYEMAGINE ROW PARCEL FINAL 20250918.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.759 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 121.867 ACRE TRACT OF LAND CONVEYED TO EYEMAGINE, LLC, RECORDED IN DOCUMENT NO. 2015037989 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 121.837 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 9912902 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 11201 FM 972, GRANGER, TX 76530

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99985005 PER DOCUMENT NO. 2023093551 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0175F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

4) PROPOSED RIGHT-OF-WAY LINE SHOWN HEREON PER CAD FILE "33331_ROW_PROPOSED.DGN" IN GRID COORDINATES RECEIVED FROM HNTB ON JULY 31, 2024. SURVEYOR SCALED PROPOSED RIGHT-OF-WAY TO SURFACE COORDINATES USING THE COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99985005.

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 August 19, 2025. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION 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

SEPTEMBER 18, 2025

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

Z:\WORB___2024 WORB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\2024-101M - CORRIDOR D RR BLVD EXTENSION - EYEMAGINE ROW PARCEL 2024-101M\FINAL ROW PARCEL\CORRIDOR RONALD REAGAN EXTENSION - EYEMAGINE ROW PARCEL FINAL 20250918.dwg

Commissioners Court - Regular Session **87.**

Meeting Date: 12/09/2025

CR 110N Temporary Construction Easement

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Temporary Construction Easement with Jimmy C. Webb for the purpose of additional workspace and temporary storage of material and equipment related to the construction of the CR 110N roadway improvement project. (Parcel 2).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:24 AM
Form Started By: Don Childs		Started On: 12/02/2025 02:55 PM
Final Approval Date: 12/03/2025		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT
CR 110 North Improvements

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

KNOWN ALL PERSONS BY THESE PRESENTS:

That JIMMY C. WEBB, whose address is 2929 Bell Gin Road, Georgetown, Williamson County, Texas 78626 (the "GRANTOR"), whether one or more, in consideration of ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 ($1,500.00) and other good and valuable consideration, paid by Williamson County, Texas, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell, and convey unto WILLIAMSON COUNTY, TEXAS, its agents, contractors, successors and assigns (the "GRANTEE"), an approximate 0.19-AC temporary construction workspace easement ("2TCE") upon, in, over, under, along, and across, together with the right of ingress and egress, the property of GRANTOR, which is more particularly described in Exhibit "A" (the "Property"), for the purpose of additional workspace and temporary storage of material and equipment for all other purposes related to the construction of a CR 110 North roadway improvements and related facilities, including the right to cut and trim trees and shrubbery that may encroach on the construction area.

For the consideration above recited and the mutual covenants and conditions herein, the parties further agree to the additional special provisions as follows:

At the expiration of three (3) months from the date GRANTEE physically enters upon the 2TCE Property, all rights of GRANTEE in and to the 2TCE shall automatically terminate and be of no further force or effect. No written release by GRANTEE is required or necessary.

Following completion of use and/or work within the 2TCE Property, if GRANTEE has removed or damaged improvements, or landscaping within said easement area or otherwise on Grantor's property, GRANTEE shall at its expense restore properties injured by GRANTEE's activities as closely as commercially possible to substantially the same condition as existed previous to GRANTEE's entry upon the particular property, taking into account the proposed modifications as described herein.

GRANTEE'S easement rights within the 2TCE shall be non-exclusive.

GRANTOR agrees that GRANTEE shall have the dominant right to use the 2TCE Property for the purposes stated above and GRANTOR shall make no use of the 2TCE that unreasonably

interferes with GRANTEE'S use. GRANTOR further agrees that GRANTEE'S duty to restore the 2TCE and any improvements thereon shall be limited to substantially the same surface as existed prior to GRANTEE'S work.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 19th day of November, 2025.

[signature pages follow]

GRANTOR:

Jimmy C Webb
JIMMY C. WEBB

Acknowledgment

State of Texas §
§
County of Williamson §

This instrument was acknowledged before me on this the 19th day of November _____, 2025 by Jimmy C. Webb, in the capacity and for the purposes and consideration recited herein.

SHANDRI ROEDEL
My Notary ID # 135535533
Expires October 15, 2029

Shandri Roedel
Notary Public, State of Texas

ACCEPTED AND AGREED BY GRANTEE:

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell
County Judge

Acknowledgment

State of Texas §
§
County of Williamson §

This instrument was acknowledged before me on _____, 2025 by Steven Snell, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

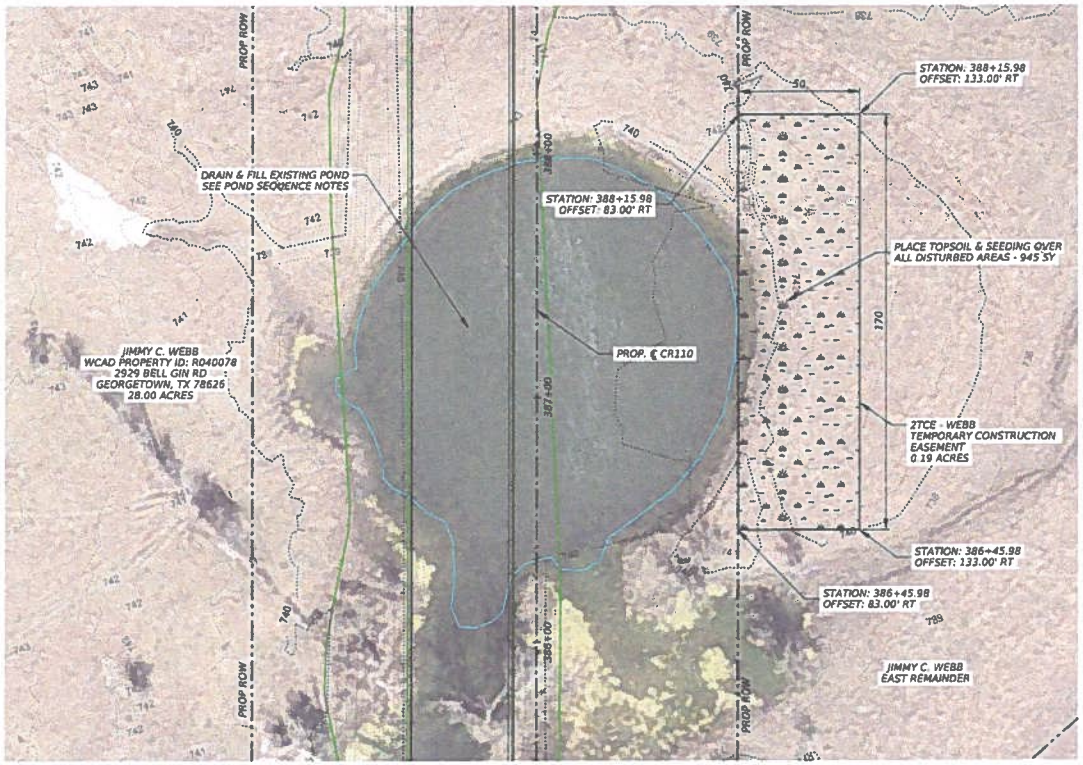
PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

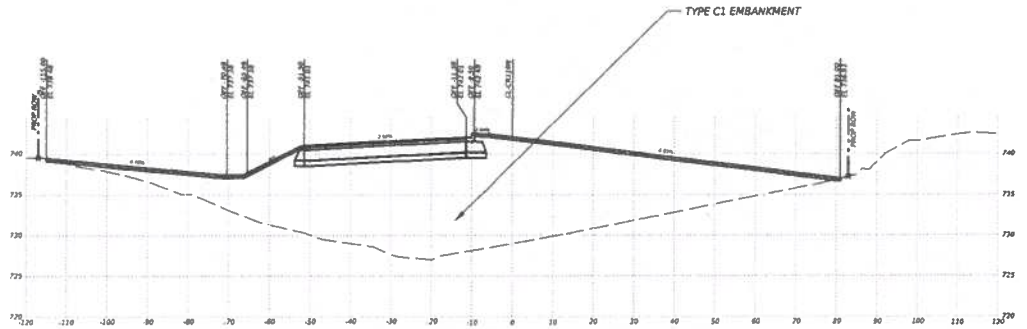
AFTER RECORDING RETURN TO:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

EXHIBIT "A"

FINAL SUBMITTAL



PLAN VIEW
(SCALE: 1"=50')



CROSS SECTION VIEW - STA. 387+00
(SCALE: H: 1" = 30', V: 1" = 15')

DRAIN AND FILL POND-SEQUENCE OF CONSTRUCTION

1. VERIFY POND DEPTH PRIOR TO CONSTRUCTION.
2. DRAIN POND BY EXCAVATION, GRADING, OR PUMPING (SUBSIDIARY, NO SEPARATE PAY).
3. ALLOW BOTTOM OF POND TO DRY OUT, AS DIRECTED BY THE CONSTRUCTION OBSERVER.
4. OVER EXCAVATE INSPECTION TRENCHES BELOW POND BOTTOM TO IDENTIFY PRESENCE OF GROUNDWATER (SUBSIDIARY, NO SEPARATE PAY).
5. SCARIFY AND RECOMPACT SUBGRADE TO 95%-100% Da AT OPTIMUM MOISTURE CONTENT.
6. CONTINUE PLACING TY C1 EMBANKMENT TO BOTTOM OF PAVEMENT STRUCTURE. MATCH EXISTING GRADE THROUGH TCE LIMITS. PAID FOR UNDER ITEM 132 6025 C1 (ORD COMP)
7. PLACE TOPSOIL AND SEEDING TO ESTABLISH VEGETATION IN ALL DISTURBED AREAS OF THE TEMPORARY CONSTRUCTION EASEMENT (INCLUDED IN ITEM 160 6003 & 164 6035).

NOTES:

1. ALL ITEMS REQUIRING REMOVAL THAT ARE NOT SPECIFICALLY CALLED OUT IN PLANS SHALL BE CONSIDERED SUBSIDIARY TO PREP ROW.
2. REFER TO ROADWAY PLANS FOR LIMITS OF CONSTRUCTION ON CROSS STREETS AND DRIVEWAYS.
3. FOR EXACT REMOVAL LIMIT STATIONS, REFER TO OTHER PERTINENT SHEETS.

ALL REMOVAL QUANTITIES ARE FOR CONTRACTOR'S INFORMATION ONLY. REMOVALS ARE NOT PAID FOR DIRECTLY BUT WILL BE SUBSIDIARY TO PREP ROW.

STATE OF TEXAS
MD KAMRUL ISLAM
126996
LICENSED
PROFESSIONAL ENGINEER

10/24/2025

NO.	DATE		APPROV.

rps
Texas PE Firm Reg. #F-929
4801 Southwest Pkwy. Pkwy 1, Suite 185, Austin, Texas 78735
T +1 512 328 5771 E usinfrastructure@rpsgroup.com

WILCO TEXAS

CR 110 NORTH

PARCEL 2TCE - WEBB

SHEET 1 OF 1

DRAWN BY D. JONES	PROJECT NO 200-106651-24001	SHEET NO. 52A
CHECKED BY J. GRIFFIN	DATE 10/24/2025	

Copyright: Tetra Tech

10/24/2025 5:24:11 PM
Texas\106651\200-106651-24001\07.00 CADD\CR 110 North\04-BI Roadway Details\106651_CR110N_POND_REMOVAL_CONTAINER.dgn
Maroa, Machera
NAm_INF_pdf_B&W.tbl
lplotdrvn.plt

Commissioners Court - Regular Session **88.**

Meeting Date: 12/09/2025

Seward Junction N Loop Real Estate 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 Kimbelry S. Krause and Kelly L. Krause individually and as co-independent executors of the Estate of Clyde W. Krause (deceased) and Shirley Krause to acquire 4.458 AC needed as right of way and 0.0131 AC needed as a utility easement for the Seward Junction N. Loop project (Parcel 10).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:35 AM
Form Started By: Don Childs		Started On: 12/02/2025 02:58 PM
Final Approval Date: 12/03/2025		

REAL ESTATE CONTRACT
Seward Junction North Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **KIMBERLY S. KRAUSE AND KELLY L. KRAUSE INDIVIDUALLY AND AS CO-INDEPENDENT EXECUTORS OF THE ESTATE OF CLYDE W. KRAUSE (DECEASED) AND SHIRLEY KRAUSE** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 4.458-acre (194,201 square foot) tract of land, out of and situated in the B. Manlove Survey, Abstract No. 417, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 10);**
>
> All of those certain two tracts of land totaling 0.0131 acre (574 square feet) in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 10-PEC (Parts 1-2))**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the fee simple Property, any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum

of THREE MILLION TWO HUNDRED TWENTY-ONE THOUSAND FOUR HUNDRED TWELVE and 00/100 Dollars ($3,221,412.00).

2.02. The Purchase Price for the utility easement Property, any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of FOUR THOUSAND THREE HUNDRED AND FIVE and 00/100 Dollars ($4,305.00).

Payment of Purchase Price

2.03. 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 Longhorn Title Company on or before December 31, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A" and deliver to PEC. a duly executed and acknowledged electric easement conveying such interest to all of the Property described in Exhibit "B"; free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C". The Electric Easement shall be in the form as shown in Exhibit "D".

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default,

Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

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

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the

Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 31, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Seward Junction improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature pages follow]

SELLER:

Kelly L. Krause

Kelly L. Krause, Individually and as
Co-Independent Executor of the Estate of Clyde W. Krause

4160 Williams Dr

Address

Georgetown TX. 78628

City/State/Zip

Date: Dec 1, 2025

SELLER:

Kimberly S Krause

Kimberly S. Krause, Individually and as
Co-Independent Executor of the Estate of Clyde W. Krause

450 County Rd 260

Address

Liberty Hill, TX 78642

City/State/Zip

Date: 12-1-2025

SELLER:

Shirley Krause

Shirley Krause

4160 Williams Dr

Address

Georgetown, Tx. 78628

City/State/Zip

Date: Dec 1, 2025

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____
County Judge/Presiding Officer

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

Parcel 10
4.458 Acre Right-of-Way
B Manlove Survey, Abstract No. 417
Williamson County, Texas

DESCRIPTION OF PARCEL 10

BEING a 4.458 acre (194,201 square foot) parcel of land out of the B Manlove Survey, Abstract No. 417, Williamson County, Texas, being a portion of that tract described 85 acres conveyed to Clyde Krause by General Warranty Deed dated June 1, 1988, as recorded in Volume 1672, Page 391, Official Records, Williamson County, Texas; said 4.458 acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of County Road 260 (CR 260), being in south line of said 85 acre Krause tract, and a north line of that tract described as 333.295 acres conveyed to PHAU-Eldorado 333, LLC by Special Warranty Deed, as recorded in Document No. 2021174221, Official Public Records, Williamson County, Texas, said POINT OF BEGINNING, being 75.00 feet left of Engineer's Baseline Station 282+08.63, and having Surface Coordinates of N=10,211,700.93, E=3,074,430.53, from which a 1/2-inch iron rod found bears North 69°21'19" East 2,688.98 feet;

1) THENCE, along the south line of said 85 acre Krause tract, and the north line of said 333.295 acre PHAU-Eldorado 333 tract, **South 69°21'19" West 114.57 feet** to a 1/2-inch iron rod found at the southwest corner of said 85 acre Krause tract, and the northwest corner of said 333.295 acre PHAU-Eldorado 333 tract, being in the existing east right-of-way line of CR 260 (varying width right-of-way), from which a mag nail with washer found at the northeast corner of Lot 3, Block B (0.537 of one acre right-of-way reserve), CHV Liberty Hill 29 Addition, a subdivision of record in Document No. 2023059227, Official Public Records, Williamson County, Texas, bears South 66°32'08" West 26.32 feet, and from which a 1/2-inch iron rod found at the northwest corner of said Lot 3, the northeast corner of Lot 2, Block B, in said CHV Liberty Hill 29 Addition subdivision, and the southeast corner of that tract described as 23.77 acres conveyed to Clyde Krause by Deed of Gift, as recorded in Volume 1729, Page 108, Official Records, Williamson County, Texas, being in the existing west right-of-way line of CR 260, bears South 66°26'25" West 30.06 feet;

THENCE, along the west line of said 85 acre Krause tract, and the existing east right-of-way line of CR 260, the following three (3) courses, numbered 2 through 4:

2) **North 20°30'13" West 422.72 feet** to a calculated point,

3) **North 24°43'47" West 403.89 feet** to a calculated point, and

4) **North 46°41'06" West 779.38 feet** to a calculated point at the northwest corner of the said 85 acre Krause tract, and the southwest corner of that tract described as 148.96 feet conveyed to AVERYGC, Ltd. by Special Warranty Deed, as recorded in Document No. 2021084579, Official Public Records, Williamson County, Texas;

5) THENCE, along the north line of said 85 acre Krause tract, and the south line of said 148.96 acre AVERYGC tract, **North 69°13'26" East 142.71 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 260, being 75.00 feet left of Engineer's Baseline Station 266+46.53, from which a 1/2-inch iron rod with "RJ Surveying" cap found in the north line of said 85 acre Krause tract, being the southeast corner of said 148.96 acre AVERYGC tract, bears North 69°13'26" East 1,566.45 feet;

THENCE, along the proposed east right-of-way line of CR 260, crossing said 85 acre Kraus tract, the following three (3) courses, numbered 6 through 8:

6) **South 48°03'34" East 452.29 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 270+98.82,

7) with a curve to the right, whose delta angle is **26°16'23"**, radius is **1,075.00 feet**, an arc distance of **492.94 feet**, and the chord of which bears **South 34°55'23" East 488.64 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 275+57.38, and

8) **South 21°47'11" East 651.25 feet** to the POINT OF BEGINNING and containing 4.458 acres (194,201 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

04/25/2025

Chris Conrad, Reg. Professional Land Surveyor No. 5623 Date

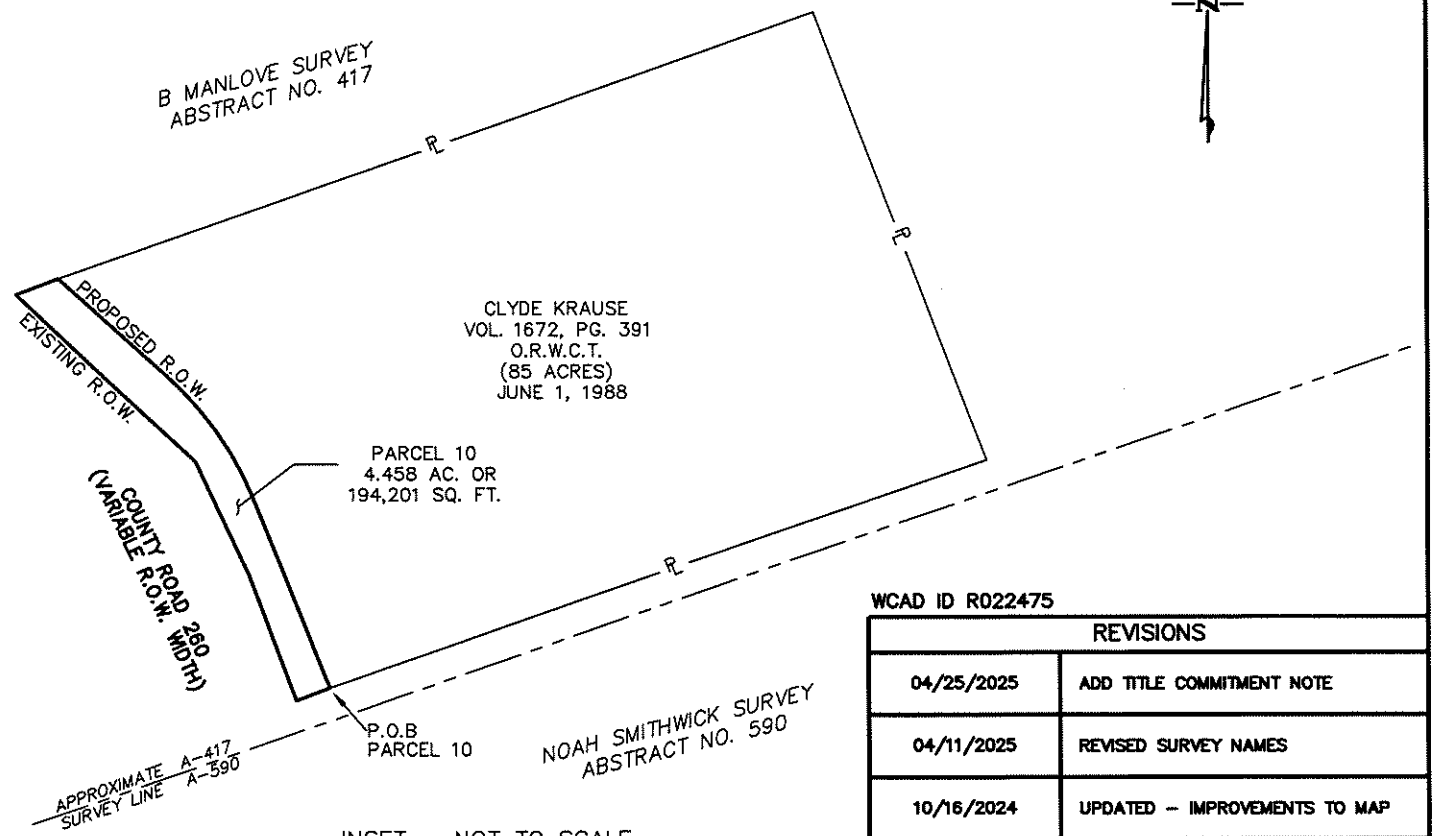
Note: There is a plat to accompany this description.
M:\LJA~23-086~Seward Junction Loop\Description\Parcel 10~4.458 Ac_R3
Issued 09/20/2024; Revised 10/16/2024; 04/11/2025; 04/25/2025

WCAD ID R022475

SURVEY TO ACCOMPANY DESCRIPTION OF 4.458 AC. OR 194,201 SQ. FT. OF LAND OUT OF THE B MANLOVE SURVEY, ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS

LEGEND

◉	1/2" IRON ROD FOUND W/ "RJ SURVEYING" STAMPED CAP (UNLESS NOTED)
●	1/2" IRON ROD FOUND
▲	MAG NAIL W/ WASHER FOUND
◎	1/2" IRON ROD WITH CAP STAMPED "MCGRAY MCGRAY" SET
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
℄	PROPERTY LINE
R.O.W.	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT
(.....)	RECORD INFORMATION
N.T.S.	NOT TO SCALE
—∿—	DISTANCE NOT TO SCALE



INSET – NOT TO SCALE

WCAD ID R022475

REVISIONS	
04/25/2025	ADD TITLE COMMITMENT NOTE
04/11/2025	REVISED SURVEY NAMES
10/16/2024	UPDATED – IMPROVEMENTS TO MAP

AREA TABLE – ACRES (SQUARE FEET)

WHOLE PROPERTY	ACQUISITION	REMAINDER
85.00 AC. (3,702,600 SF.)	4.458 AC. (194,201 SF.)	80.542 AC. (3,508,399 SF.)

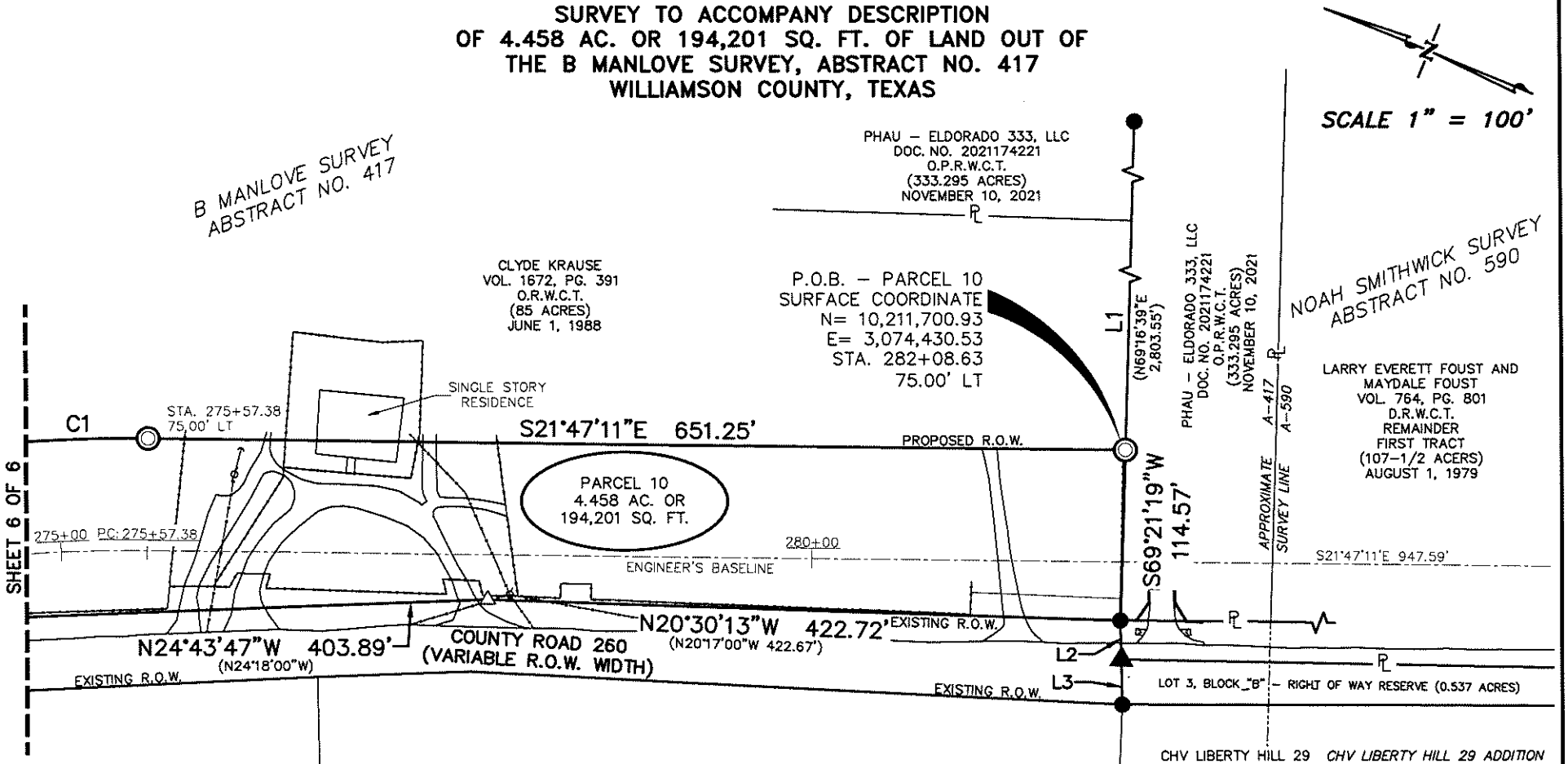
McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	N.T.S.		–
DATE:	04/25/2025	TECH:	MM
PROJECT:	23-086	FIELD:	–
FIELD BOOK:	–	SHEET:	4 OF 7

M:\LIA~23-086~Seward Junction Loop\Dwg\Parcels\PROW 10~Clyde Krause\PROW~CLYDE KRAUSE_R3.dwg

SURVEY TO ACCOMPANY DESCRIPTION OF 4.458 AC. OR 194,201 SQ. FT. OF LAND OUT OF THE B MANLOVE SURVEY, ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS

SCALE 1" = 100'



ENGINEER'S BASELINE US260
CURVE DATA

PI NORTHING	= 10,211,158.60
PI EASTING	= 3,074,549.45
PI STATION	= 287+57.03
DELTA	= 14° 33' 55" (LT)
DEGREE OF CURVE	= 02° 51' 53"
TANGENT	= 253.41'
LENGTH	= 504.13'
RADIUS	= 2,000.00'
CHORD BEARING	= S 14° 33' 55" E
CHORD	= 502.80'
PC STATION	= 285+04.96
PT STATION	= 290+09.09

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	N69°21'19"E	2,688.98'
L2	S66°32'08"W	26.32'
L3	S66°26'25"W	30.06'

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	492.94'	1,075.00'	26°16'23"	S34°55'23"E	488.64'

WCAD ID R022475

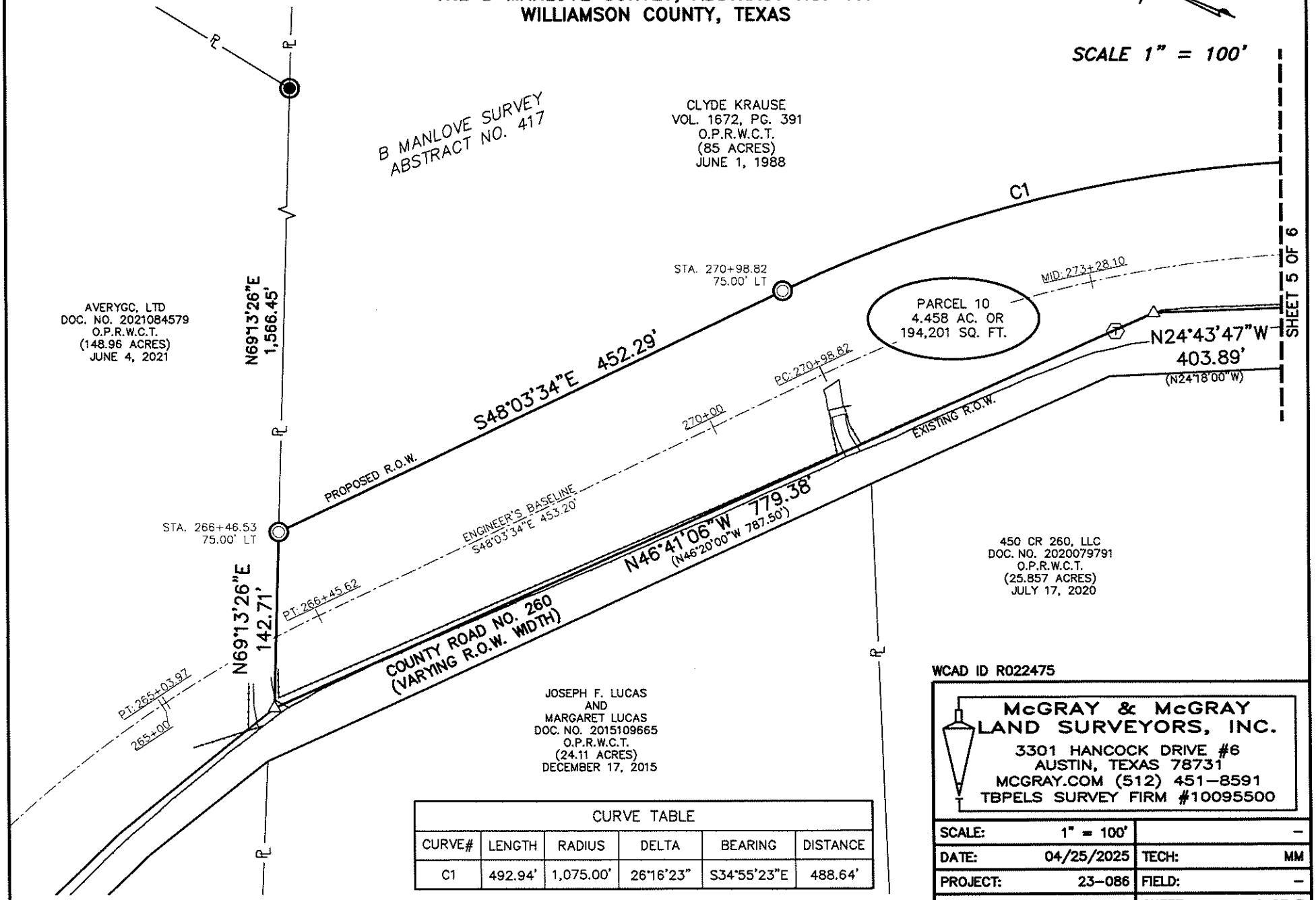
McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451–8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'		–
DATE:	04/25/2025	TECH:	MM
PROJECT:	23–086	FIELD:	–
FIELD BOOK:	–	SHEET:	5 OF 7

M:\LJA~23-086~Seward Junction Loop\Dwg\Parcels\PROW 10~Clyde Krause\PROW~CLYDE KRAUSE_R3.dwg

SURVEY TO ACCOMPANY DESCRIPTION OF 4.458 AC. OR 194,201 SQ. FT. OF LAND OUT OF THE B MANLOVE SURVEY, ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS

SCALE 1" = 100'



CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	492.94'	1,075.00'	26°16'23"	S34°55'23"E	488.64'

WCAD ID R022475

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'		–
DATE:	04/25/2025	TECH:	MM
PROJECT:	23-086	FIELD:	–
FIELD BOOK:	–	SHEET:	6 OF 7

M:\LJA~23-086~Seward Junction Loop\Dwg\Parcels\PROW 10~Clyde Krause\PROW~CLYDE KRAUSE_R3.dwg

SURVEY TO ACCOMPANY DESCRIPTION OF 4.458 AC. OR 194,201 SQ. FT. OF LAND OUT OF THE B MANLOVE SURVEY, ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS

TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:
TEXAN TITLE INSURANCE COMPANY
G.F. NO.: GT2403122
EFFECTIVE DATE: OCTOBER 23, 2024
ISSUED: OCTOBER 31, 2024

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY, ITEMS LISTED ARE WORDED ACCORDINGLY TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS.
[ ]

1.) (DELETED)
10.) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

c. WATER LINE EASEMENT RECORDED IN VOLUME 821, PAGE 687, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND CONVEYED IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS **[MAY AFFECT, LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED.]**

d. WATER LINE EASEMENT RECORDED IN DOCUMENT NO. 9722324, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, CONVEYED IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. **[MAY AFFECT, LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED.]**

e. TEMPORARY CONSTRUCTION EASEMENT RECORDED IN DOCUMENT NO. 2008030722, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**

f. WATER LINE EASEMENT RECORDED IN DOCUMENT NO. 2013071804, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND CONVEYED IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. **[MAY AFFECT, LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED.]**

g. WASTEWATER LINE EASEMENT RECORDED IN DOCUMENT NO. 2022141558 **[DOES NOT AFFECT]**

NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE GRID COORDINATES.
2. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY TEXAN TITLE INSURANCE COMPANY G.F. NO. GT2403122, EFFECTIVE DATE OCTOBER 23, 2024.

I, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER DIRECTION AND SUPERVISION.

04/25/2025

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE

Note: There is a description to accompany this plat.

REVISED: 04/25/2025
REVISED: 04/11/2025
REVISED: 10/16/2024
ISSUED: 09/20/2024

WCAD ID R022475

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'		–
DATE:	04/25/2025	TECH:	MM
PROJECT:	23-086	FIELD:	–
FIELD BOOK:	–	SHEET:	7 OF 7

M:\LJA~23-086~Seward Junction Loop\Dwg\Parcels\PROW 10~Clyde Krause\PROW~CLYDE KRAUSE_R3.dwg

EXHIBIT "B"

Parcel 10-PEC
0.0131 Acre Easement
B Manlove Survey, Abstract No. 417
Williamson County, Texas

DESCRIPTION OF PARCEL 10-PEC

BEING a 0.0131 of one acre (574 square foot) easement consisting of two parts out of the B Manlove Survey, Abstract No. 417, Williamson County, Texas, being a portion of that tract described 85 acres conveyed to Clyde Krause by General Warranty Deed dated June 1, 1988, as recorded in Volume 1672, Page 391, Official Records, Williamson County, Texas; said 0.0131 of one acre easement being more particularly described in two parts by metes and bounds as follows:

PART 1 0.0062 Ac. (272 Sq. Ft.)

BEGINNING at a calculated point in the proposed east right-of-way line of County Road 260 (CR 260), said POINT OF BEGINNING, being 75.00 feet left of Engineer's Baseline Station 276+31.90, and having Surface Coordinates of N=10,212,236.46, E=3,074,216.48, from which a 1/2-inch iron rod with "McGray McGray" cap found in the proposed east right-of-way line of CR 260, bears North 21°47'11"West 74.53 feet;

1) THENCE, along the north line of this easement, crossing said 85 acre Krause tract, **North 85°19'39" East 20.43 feet** to a calculated point, being 94.53 feet left of Engineer's Baseline Station 276+37.92;

2) THENCE, along the east line of this easement, crossing said 85 acre Krause tract, **South 05°09'52" East 14.79 feet** to a calculated point, being 90.30 feet left of Engineer's Baseline Station 276+52.09;

3) THENCE, along the south line of this easement, crossing said 85 acre Krause tract, **South 84°20'46" West 15.92 feet** to a calculated point in the proposed east right-of-way line of CR 260, being 75.00 feet left of Engineer's Baseline Station 276+47.67;

4) THENCE, along the west line of this easement, and the proposed east right-of-way line of CR 260, crossing said 85 acre Krause tract, **North 21°47'11" West 15.76 feet** to the POINT OF BEGINNING and containing 0.0062 of one acre (272 square feet) of land within these metes and bounds.

PART 2 0.0069 Ac. (302 Sq. Ft.)

BEGINNING at a calculated point in the proposed east right-of-way line of CR 260, said POINT OF BEGINNING, being 75.00 feet left of Engineer's Baseline Station 277+44.94, and having Surface Coordinates of N=10,212,131.50, E=3,074,258.44, from which a 1/2-inch iron rod with "McGray McGray" cap found in the south line of said 85 acre Krause tract, and a north line of that tract described as 333.295 acres conveyed to PHAU-Eldorado 333, LLC by Special Warranty Deed, as recorded in Document No. 2021174221, Official Public Records, Williamson County, Texas, being in the proposed east right-of-way line of CR 260, bears South 21°47'11" East 463.69 feet, and from which a 1/2-inch iron rod found bears North 69°21'19" East 2,688.99 feet;

1) THENCE, along the west line of this easement, and the proposed east right-of-way line of CR 260, crossing said 85 acre Krause tract, **North 21°47'11" West 17.72 feet** to a calculated point, being 75.00 feet left of Engineer's Baseline Station 277+27.22;

2) THENCE, along the north line of this easement, crossing said 85 acre Krause tract, **North 36°03'41" East 15.44 feet** to a calculated point, being 88.07 feet left of Engineer's Baseline Station 277+19.00;

3) THENCE, along the east line of this easement, crossing said 85 acre Krause tract, **South 53°56'19" East 15.00 feet** to a calculated point, being 96.06 feet left of Engineer's Baseline Station 277+31.70;

4) THENCE, along the south line of this easement, crossing said 85 acre Kraus tract, **South 36°03'41" West 24.87 feet** to the POINT OF BEGINNING and containing 0.0069 of one acre (302 square feet) of land within these metes and bounds.

PART 1 0.0062 Ac. 272 Sq. Ft.
PART 2 0.0069 Ac. 302 Sq. Ft.
TOTAL 0.0131 Ac. 574 Sq. Ft.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

06/04/2025
Chris Conrad, Reg. Professional Land Surveyor No. 5623 Date

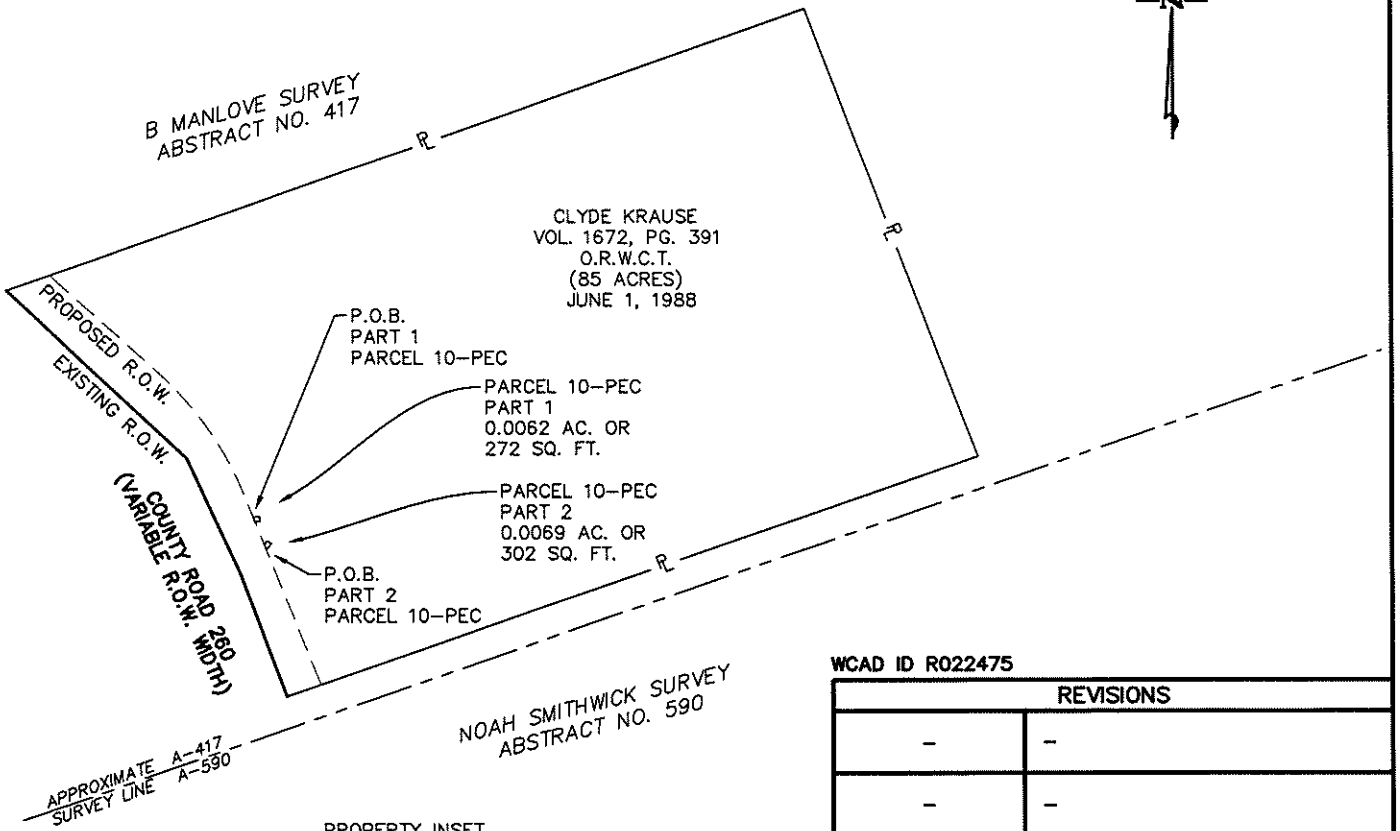
Note: There is a plat to accompany this description.
M:\LJA~23-086~Seward Junction Loop\Description\Parcel 10-PEC
Issued 06/04/2025

WCAD ID R022475

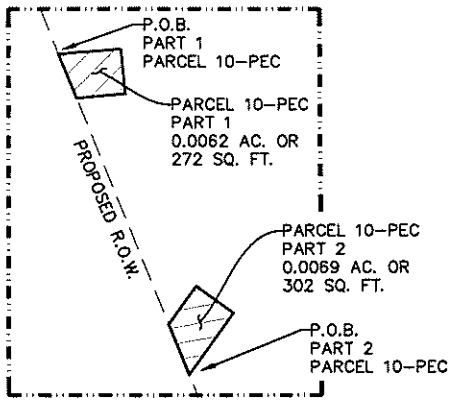
SURVEY TO ACCOMPANY DESCRIPTION OF 0.0131 AC. OR 574 SQ. FT. OF LAND OUT OF THE B MANLOVE, ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS

LEGEND

●	1/2" IRON ROD FOUND
◉	1/2" IRON ROD WITH CAP STAMPED "MCGRAY MCGRAY" FOUND (UNLESS NOTED)
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
℄	PROPERTY LINE
R.O.W.	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT
(.....)	RECORD INFORMATION
N.T.S.	NOT TO SCALE
—∿—	DISTANCE NOT TO SCALE



PROPERTY INSET
N.T.S.



PEC EASEMENT DETAIL – N.T.S.

WCAD ID R022475

REVISIONS	
–	–
–	–

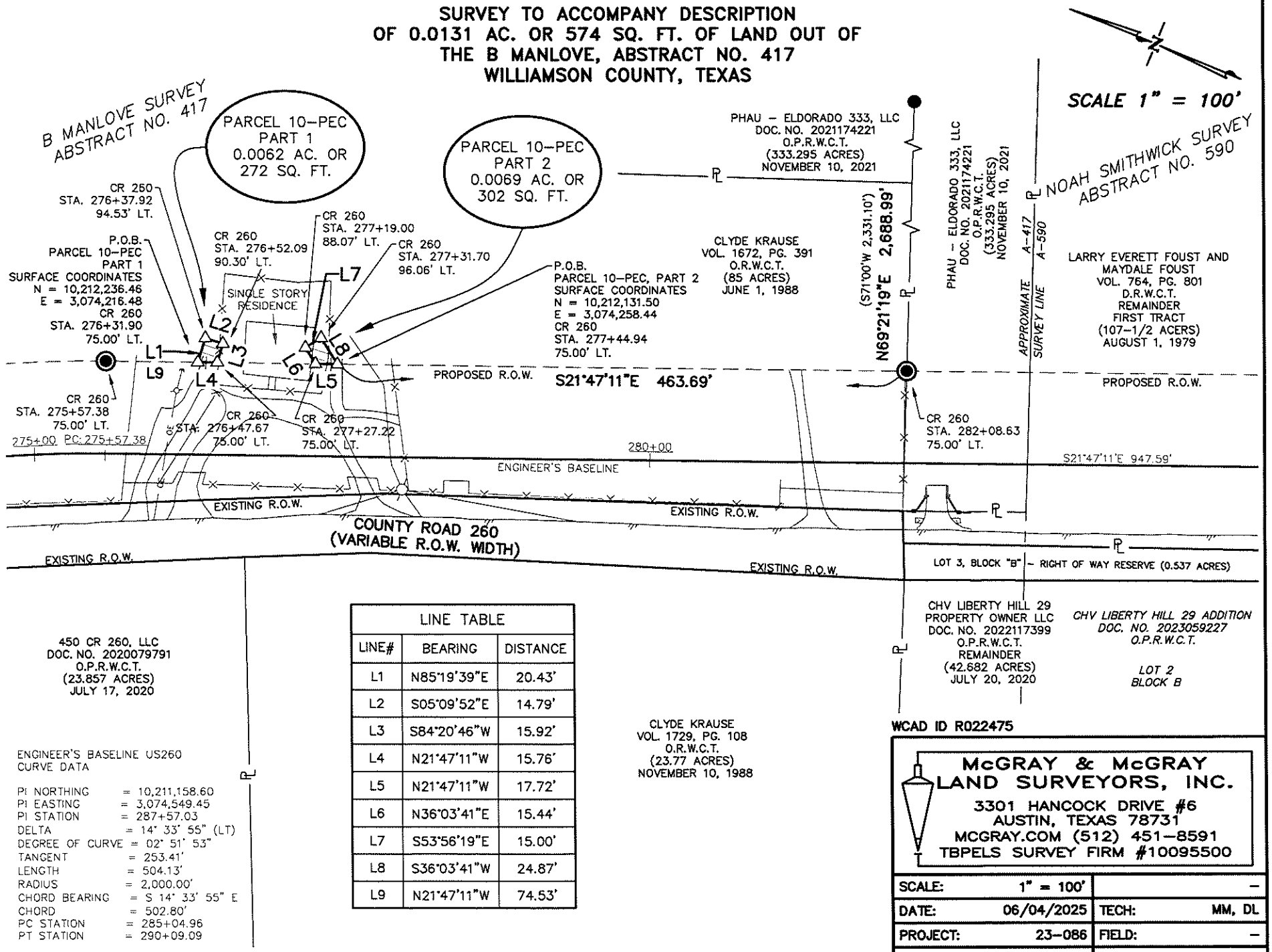
AREA TABLE – ACRES (SQUARE FEET)		
WHOLE PROPERTY	ACQUISITION	REMAINDER
85.00 AC. (3,702,600 SF.)	N/A	80.542 AC. (3,508,399 SF.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	N.T.S.		–
DATE:	06/04/2025	TECH:	MM, DL
PROJECT:	23-086	FIELD:	–
FIELD BOOK:	–	SHEET:	4 OF 6

M:\LJA~23-086~Seward Junction Loop\Dwg\Parcels\PEC 10~Clyde Krause\PEC~Clyde Krause – Parcel 10.dwg

SURVEY TO ACCOMPANY DESCRIPTION OF 0.0131 AC. OR 574 SQ. FT. OF LAND OUT OF THE B MANLOVE, ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS



LINE TABLE		
LINE#	BEARING	DISTANCE
L1	N85°19'39"E	20.43'
L2	S05°09'52"E	14.79'
L3	S84°20'46"W	15.92'
L4	N21°47'11"W	15.76'
L5	N21°47'11"W	17.72'
L6	N36°03'41"E	15.44'
L7	S53°56'19"E	15.00'
L8	S36°03'41"W	24.87'
L9	N21°47'11"W	74.53'

ENGINEER'S BASELINE US260 CURVE DATA

PI NORTHING	= 10,211,158.60
PI EASTING	= 3,074,549.45
PI STATION	= 287+57.03
DELTA	= 14° 33' 55" (LT)
DEGREE OF CURVE	= 02° 51' 53"
TANGENT	= 253.41'
LENGTH	= 504.13'
RADIUS	= 2,000.00'
CHORD BEARING	= S 14° 33' 55" E
CHORD	= 502.80'
PC STATION	= 285+04.96
PT STATION	= 290+09.09

WCAD ID R022475

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'		-
DATE:	06/04/2025	TECH:	MM, DL
PROJECT:	23-086	FIELD:	-
FIELD BOOK:	-	SHEET:	5 OF 6

M:\LJA~23-086~Seward Junction Loop\Dwg\Parcels\PEC 10~Clyde Krause\PEC~Clyde Krause - Parcel 10.dwg

SURVEY TO ACCOMPANY DESCRIPTION OF 0.0131 AC. OR 574 SQ. FT. OF LAND OUT OF THE B MANLOVE, ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS

TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:
TEXAN TITLE INSURANCE COMPANY
G.F. NO.: GT2403122
EFFECTIVE DATE: APRIL 4, 2025
ISSUED: APRIL 15, 2025

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY, ITEMS LISTED ARE WORDED ACCORDINGLY TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS.
[ ]

1.) (DELETED)
10.) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
c. WATER LINE EASEMENT RECORDED IN VOLUME 821, PAGE 687, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND CONVEYED IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS **[MAY AFFECT, LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED.]**
d. WATER LINE EASEMENT RECORDED IN DOCUMENT NO. 9722324, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, CONVEYED IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. **[MAY AFFECT, LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED.]**
e. TEMPORARY CONSTRUCTION EASEMENT RECORDED IN DOCUMENT NO. 2008030722, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. **[DOES NOT AFFECT]**
f. WATER LINE EASEMENT RECORDED IN DOCUMENT NO. 2013071804, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND CONVEYED IN DOCUMENT NO. 2014076202, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. **[MAY AFFECT, LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED.]**
g. WASTEWATER LINE EASEMENT RECORDED IN DOCUMENT NO. 2022141558 **[DOES NOT AFFECT]**

NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES.
2. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY TEXAN TITLE INSURANCE COMPANY G.F. NO. GT2403122, EFFECTIVE DATE APRIL 4, 2025.

I, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER DIRECTION AND SUPERVISION.

06/04/2025
CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

WCAD ID R022475

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'		–
DATE:	06/04/2025	TECH:	MM, DL
PROJECT:	23-086	FIELD:	–
FIELD BOOK:	–	SHEET:	6 OF 6

M:\LJA~23-086~Seward Junction Loop\Dwg\Parcels\PEC 10~Clyde Krause\PEC~Clyde Krause – Parcel 10.dwg

Exhibit 'C"

Parcel 10

SPECIAL WARRANTY DEED
Seward Junction North Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT 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 **KIMBERLY S. KRAUSE AND KELLY L. KRAUSE INDIVIDUALLY AND AS CO-INDEPENDENT EXECUTORS OF THE ESTATE OF CLYDE W. KRAUSE (DECEASED) AND SHIRLEY KRAUSE**, 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(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 4.458-acre (194,201 square foot) tract of land, out of and situated in the B. Manlove Survey, Abstract No. 417, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 10);

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 Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

GRANTOR:

_____
Kimberly S. Krause, Individually and as
Co-Independent Executor of the Estate of Clyde W. Krause

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____ 2025, by Kimberly S. Krause, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Kelly L. Krause, Individually and as
Co-Independent Executor of the Estate of Clyde W. Krause

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____ 2025, by Kelly L. Krause, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Shirley Krause

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____ 2025, by Shirley Krause, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Exhibit "D"

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

That **Kimberly S Krause and Kelly L Krause, individually and as Co-Independent Executors of the Estate of Clyde W Krause, deceased and Shirley Krause**, for and in consideration of ONE DOLLAR ($1.00) in hand paid by Williamson County, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto **PEDERNALES ELECTRIC COOPERATIVE, INC.** ("Grantee") an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires owned or permitted by Grantee, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

> All of those certain two tracts of land totaling 0.0131 acre (574 square feet) in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 10-PEC (Parts 1-2))**

With guying easements as needed, together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; provided however the right to use such adjacent lands shall only be permitted if there is no reasonably available access to the easement area from a public right of way; the right to relocate the lines within the limits of said easement and right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto Grantee and its successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above-described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS my hand this _____ day of _____, 2025.

[signature page follows]

GRANTOR:

_____
Kimberly S. Krause, Individually and as
Co-Independent Executor of the Estate of
Clyde W. Krause

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Kimberly S. Krause, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 2025.

_____
Notary Public in and for
The State of Texas

GRANTOR:

_____
Kelly L. Krause, Individually and as
Co-Independent Executor of the Estate of
Clyde W. Krause

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Kelly L. Krause, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 2025.

_____
Notary Public in and for
The State of Texas

GRANTOR:

_____
Shirley Krause

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Shirley Krause, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 2025.

_____
Notary Public in and for
The State of Texas

Please Return to:

Commissioners Court - Regular Session **89.**

Meeting Date: 12/09/2025

Hero Way 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 Jay Harvey to acquire 5.05 AC needed as right of way on the Hero Way project (Parcel 220).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:35 AM
Form Started By: Don Childs		Started On: 12/02/2025 03:18 PM
Final Approval Date: 12/03/2025		

REAL ESTATE CONTRACT
Hero Way/RM 2243

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JAY HARVEY, AKA JAY CRAIG HARVEY** (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 5.05 acre tract of land known as Lot 4, Highmeadow Estates Phase One, a subdivision as recorded in Cabinet K, Slides 297-299 of the Plat Records of Williamson County, Texas, as conveyed to Jay Harvey and Michelle Harvey by General Warranty Deed recorded in Volume 2669, Page 162 of the Official Public Records of Williamson County, Texas (**Parcel 220**);

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 **TWO MILLION THIRTY-FOUR THOUSAND SEVEN HUNDRED NINETY-SIX and 00/100 Dollars ($2,034,796.00).** The amount of ONE MILLION ONE HUNDRED NINETY-NINE THOUSAND ONE HUNDRED FIVE AND NO/100 DOLLARS ($1,199,105.00) was previously paid to Condemnee pursuant to that certain Possession and Use Agreement executed by the parties and recorded as Document No. 2023087651 in the Official Public Records of Williamson County, Texas. Therefore, the remaining amount owed by the County is the amount of **EIGHT HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED NINETY-ONE AND 00/100 DOLLARS ($835,691.00).**

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 described further in Exhibit "A" attached hereto 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 before January 1, 2026, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the Contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the 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 subject matter within.

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.

SELLER:

JAY HARVEY AKA JAY CRAIG HARVEY

By: Jay Harvey

Name: [signature]

Date: 12/2/2025

Address: 8924 Joachim Ln.

Austin, TX 78717

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel: 220
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 220

METES & BOUNDS DESCRIPTION FOR A 4.773 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 4, HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO JAY HARVEY AND WIFE, MICHELLE HARVEY BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 9503320 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 4.773 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 found on the curving east right-of-way line of Creekview Circle (60 feet wide) as dedicated by said HIGHMEADOW ESTATES PHASE ONE, at the southwest corner of the above described Lot 4 and the northwest corner of Lot 5 of said HIGHMEADOW ESTATE PHASE ONE, as conveyed to Roy L. Kuchera and Alice F. Kuchera by General Warranty Deed recorded in Document Number 9731852 of the Official Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the east right-of-way line of said Creekiew Circle and the west line of said Lot 4, along a curve to the left, an arc distance of 49.34 feet, having a radius of 60.00 feet, a central angle of 47°06'58" and a chord which bears N 30°00'57" W a distance of 47.96 feet to a 1/2-inch iron rod found at the most westerly corner of said Lot 4 and the southeast corner of Lot 3 of said HIGHMEADOW ESTATES PHASE ONE, for the most westerly corner of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way line of said Creekview Circle, at the southwest corner of said Lot 3 and the southeast corner of Lot 2 of said HIGHMEADOW ESTATES PHASE ONE, bears along a curve to the left, an arc distance of 62.31 feet, having a radius of 60.00 feet, a central angle of 59°30'13" and a chord which bears N 83°19'32" W a distance of 59.55 feet;

THENCE, departing the east right-of-way line of said Creekview Circle, with the northwest line of said Lot 4 and the southeast line of said Lot 3, N 38°30'44" E a distance of 701.03 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,374.64, E: 3,090,721.85) set at the beginning of a non-tangent curve to the right, for the northwest corner of the herein described tract, 228.33 feet left of FM 2243 baseline station 197+71.67, from which a 1/2-inch iron rod found at the most northerly corner of said Lot 4, and at an interior corner of said Lot 3, bears N 38°30'44" E a distance of 120.83 feet;

THENCE, departing the southeast line of said Lot 3, over and across said Lot 4, along said curve to the right, an arc distance of 37.92 feet, having a radius of 8,147.00 feet, a central angle of 00°16'00" and a chord which bears N 86°05'56" E a distance of 37.92 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 228.62 feet left of FM 2243 baseline station 198+08.44;

THENCE, continuing over and across said Lot 4, N 39°58'40" E a distance of 15.22 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the right, for an exterior corner of the herein described tract, 239.70 feet left of FM 2243 baseline station 198+18.55;

THENCE, continuing over and across said Lot 4, along said curve to the right, an arc distance of 106.75 feet, having a radius of 8,158.00 feet, a central angle of 00°44'59" and a chord which bears N 86°40'51" E a distance of 106.75 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the northeast line of said Lot 4 and the southwest line of said Lot 3, for an exterior corner of the herein described tract, 240.59 feet left of FM 2243 baseline station 199+21.89;

THENCE, with the northeast line of said Lot 4 and the southwest line of said Lot 3, S 46°48'12" E a distance of 26.48 feet to a calculated point on the west line of a called 95.096 acre tract of land as conveyed to Roy Kuchera and wife, Alice Kuchera by General Warranty Deed recorded in Volume 2640, Page 64 of the Official Records of Williamson County, Texas, at the most easterly common corner of said Lot 4 and said Lot 3, for an exterior corner of the herein described tract;

THENCE, with the east line of said Lot 4 and the west line of said Kuchera 95.096 acre Tract, the following five (5) courses:

1) S 43°06'36" W a distance of 29.68 feet to a 1/2-inch iron rod found for an angle point;

2) S 03°49'08" W a distance of 120.28 feet to a 1/2-inch iron rod found for an angle point;

3) S 25°01'14" E a distance of 156.53 feet to a 1/2-inch iron rod found for an angle point;

4) S 08°58'40" W a distance of 126.85 feet to a 1/2-inch iron rod found for an angle point; and

5) S 11°43'38" E a distance of 73.82 feet to a calculated point at the southeast corner of said Lot 4, and at the northeast corner of said Lot 5, for the southeast corner of the herein described tract;

THENCE, with the south line of said Lot 4 and the north line of said Lot 5, S 79°48'37" W a distance of 80.56 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the left, 271.09 feet right of FM 2243 baseline station 198+71.36;

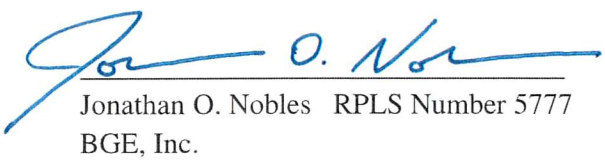
THENCE, departing the north line of said Lot 5, over and across said Lot 4, along said curve to the left, an arc distance of 286.65 feet, having a radius of 8,053.00 feet, a central angle of 02°02'22" and a chord which bears S 86°03'50" W a distance of 286.64 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the left, 270.78 feet right of FM 2243 baseline station 195+73.65;

THENCE, continuing over and across said Lot 4, along said curve to the left, an arc distance of 86.57 feet, having a radius of 1,011.00 feet, a central angle of 04°54'22" and a chord which bears S 58°39'42" W a distance of 86.54 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the south line of said Lot 4 and the north line of said Lot 5, for an angle point, 308.51 feet right of FM 2243 baseline station 194+92.55;

THENCE, with the south line of said Lot 4 and the north line of said Lot 5, S 79°48'37" W a distance of 182.85 feet to the **POINT OF BEGINNING** and containing 4.773 acres (207,912 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.

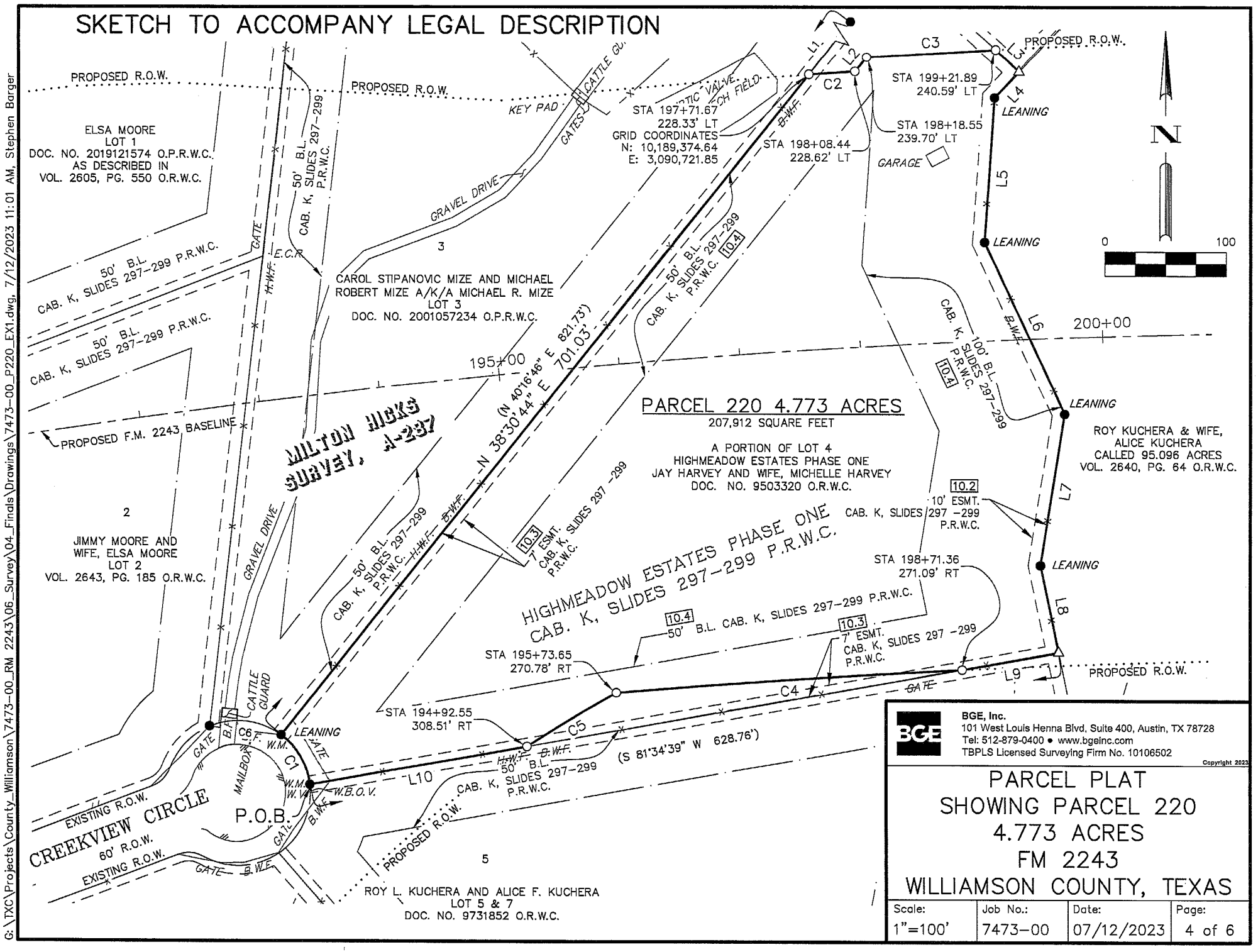


07/12/2023
Date

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:	July 12, 2023
Revised:	July 12, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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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 220 4.773 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	07/12/2023	4 of 6

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LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 38°30'44" E	120.83'
L2	N 39°58'40" E	15.22'
L3	S 46°48'12" E	26.48'
L4	S 43°06'36" W	29.68'
L5	S 03°49'08" W	120.28'
L6	S 25°01'14" E	156.53'
L7	S 08°58'40" W	126.85'
L8	S 11°43'38" E	73.82'
L9	S 79°48'37" W	80.56'
L10	S 79°48'37" W	182.85'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L3)	(S 45°02'10" E)	
(L4)	(S 44°57'50" W)	(30.00')
[L4]	[S 44°57'50" W]	
(L5)	(S 05°33'44" W)	(120.18')
[L5]	[S 05°33'44" W]	[120.18']
(L6)	(S 23°00'10" E)	(156.65')
[L6]	[S 23°00'10" E]	[156.65']
(L7)	(S 10°35'27" W)	(126.48')
[L7]	[S 10°35'27" W]	[126.48']
(L8)	(S 09°55'02" E)	(73.47')
[L8]	[S 09°55'02" E]	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	49.34'	60.00'	47°06'58"	N 30°00'57" W	47.96'
C2	37.92'	8,147.00'	0°16'00"	N 86°05'56" E	37.92'
C3	106.75'	8,158.00'	0°44'59"	N 86°40'51" E	106.75'
C4	286.65'	8,053.00'	2°02'22"	S 86°03'50" W	286.64'
C5	86.57'	1,011.00'	4°54'22"	S 58°39'42" W	86.54'
C6	62.31'	60.00'	59°30'13"	N 83°19'32" W	59.55'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
(C1)	(49.34')	(60.00')	(47°07'03")	(N 28°04'28.3" W)	(47.96')
(C6)	(62.41')	(60.00')	(59°36'07")	(N 81°26'03.2" W)	(59.64')

LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR CAB. K, SLIDES 297-299 P.R.W.C.
[ ]	RECORD INFO FOR VOL. 2640, PG. 64 O.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——//——	BOARD FENCE
——///	EDGE OF ASPHALT

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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 220
4.773 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
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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-166320, DATED EFFECTIVE JUNE 26, 2023 AND ISSUED ON JULY 3, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET K, SLIDES 297-299, PLAT RECORDS, VOLUME 2378, PAGE 823, OFFICIAL RECORDS, DOCUMENT NO(S) 2015081209 AND 2016021909, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, VOLUME 703, PAGE 200, VOLUME 709, PAGE 702, VOLUME 714, PAGE 690, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.2 A 10 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL REAR LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 A 7 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL REAR LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 A PRIVATE ROADWAY EASEMENT GRANTED TO OWNER OF SUBJECT PROPERTY AS DESCRIBED IN VOLUME 703, PAGE 206, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.6 AN UNDERGROUND TELECOMMUNICATIONS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 570, PAGE 702, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.7 A PUBLIC UTILITY EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN DOCUMENT NO. 2003114402, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.9 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-042-00 OF RECORD IN DOCUMENT NO. 2017011287, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

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.

07/12/2023

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. 10106502
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PARCEL PLAT
SHOWING PARCEL 220
4.773 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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Commissioners Court - Regular Session **90.**

Meeting Date: 12/09/2025

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 MEN2A Properties LLC to acquire 0.1231 AC needed as right of way on the Ronald Reagan Segment D roadway project (Parcel 20).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:35 AM
Form Started By: Don Childs		Started On: 12/02/2025 04:57 PM
Final Approval Date: 12/03/2025		

REAL ESTATE CONTRACT
Ronald Reagan Boulevard – Segment D

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MEN2A PROPERTIES, LLC** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> Fee simple interest in and to all of that certain 0.1231-acre (5,363 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 20**);

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 TWENTY THOUSAND FIVE HUNDRED TWENTY-FIVE and 00/100 Dollars ($22,525.00).

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 December 17, 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 December 17, 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:

MENZA PROPERTIES, LLC

By: _____

Name: Luz Mendoza

Its: Owner

Date: Dec 2, 2025

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

County: Williamson
Parcel: 20- MEN2A PROPERTIES, LLC.
Highway: Ronald Reagan Boulevard

EXHIBIT _____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1231 OF ONE ACRE (5,363 SQUARE FEET) PARCEL OF LAND SITUATED IN THE CHARLES H. DELANEY SURVEY, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, 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 MEN2A PROPERTIES, LLC. IN A SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2022020825 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.1231 OF ONE ACRE (5,363 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found in the existing Westerly Right-of-Way (ROW) line of County Road 248 (80' Wide ROW) and the common Easterly line of said Lot 1;

THENCE South 25°26'20" East, with the existing Westerly ROW line of said County Road 248 and the common Easterly line of said Lot 1, a distance of 312.66 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=10,241,669.11, E= 3,091,067.09), 142.44 feet Left of Ronald Reagan Baseline Station 868+78.77, for the **POINT OF BEGINNING** of the herein described tract;

1) THENCE **South 25°26'20" East**, continuing with the existing Westerly ROW line of said County Road 248 and the common Easterly line of said Lot 1, a distance of **27.65** feet to a Calculated Point at the Northwest intersection of the existing Westerly ROW line of said Country Road 248 and the existing Northerly ROW line of Ronald Reagan Boulevard (Variable Width ROW), for the Southeast corner of said Lot 1, 114.80 feet Left of Ronald Reagan Baseline Station 868+78.77;

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 1, a distance of **190.37** feet to a Calculated Point for the Southwest corner of said Lot 1 and the common Southeast corner of Lot 2, Block F, said WADE CROSSING PHASE 1, 114.81 feet Left of Ronald Reagan Baseline Station 866+88.39;

3) THENCE **North 25°26'20" West**, with the Westerly line of said Lot 1 and the common Easterly line of said Lot 2, a distance of **28.69** 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, 143.51 feet Left of Ronald Reagan Baseline Station 866+88.40, from which a 1/2-inch rebar with cap stamped "DIAMOND SURVEYING" found for a Northwest corner of said Lot 1 and a common Northeast reentrant corner of said Lot 2, bears North 25°26'20" West a distance of 394.79 feet;

County: Williamson
Parcel: 20- MEN2A PROPERTIES, LLC.
Highway: Ronald Reagan Boulevard

4) THENCE **North 64°52'30" East**, over and across said Lot 1, with the proposed Northerly ROW line of said Ronald Reagan Boulevard a distance of **190.38** feet to the **POINT OF BEGINNING** and containing 0.1231 of one acre (5,363 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.

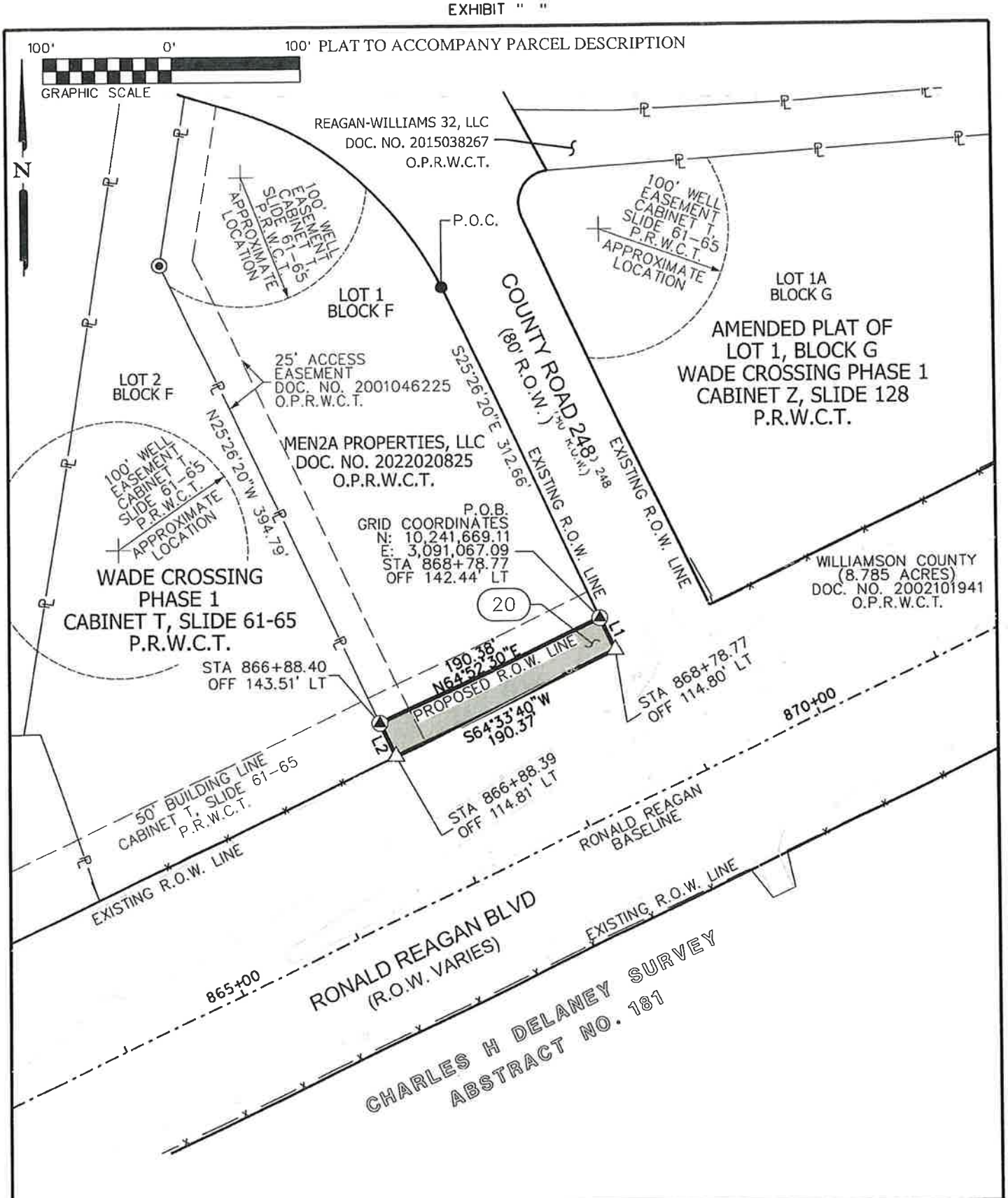
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

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

MEN2A PROPERTIES, LLC

08/13/2025

PARCEL 20

0.1231 ACRES
5,363 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	S25° 26'20"E	27.65'
L2	N25° 26'20"W	28.69'

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
▲	60D NAIL FOUND
⍋	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 "DIAMOND SURVEYING" (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—℄—	PROPERTY LINE
- - - - - -	SURVEY LINE
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
2.05 ACRES
89,298 Sq. Ft.

REMAINDER
1.927 ACRES
83,935 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

MEN2A PROPERTIES, LLC

08/13/2025

PARCEL 20

0.1231 ACRES
5,363 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-188408
ISSUED: JUNE 25, 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 10.2, 10.6 THROUGHT 10.10, 10.12 THROUGH 10.16 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)

3. 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.
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

4. 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)

5. 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 OF RECORD IN DOCUMENT NO. 2001046225 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (SHOWN HEREON)

17. 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

MEN2A PROPERTIES, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/13/2025

PARCEL 20

0.1231 ACRES
5,363 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 **MEN2A PROPERTIES, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Fee simple interest in and to all of that certain 0.1231-acre (5,363 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 20**);

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:

MEN2A PROPERTIES, LLC

By: _____

Name: _____

Its: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by MEN2A Properties, LLC, 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

Commissioners Court - Regular Session **91.**

Meeting Date: 12/09/2025

Hero Way Agreed Final Judgments

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 3 Agreed Final Judgments with JNK Properties,1 LTD. to acquire 0.042 AC (Parcel 316), 2.820 AC (Parcel 321) and 3.715 AC (Parcel 330) needed as right of way on the Hero Way roadway improvement project.

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Judgment

Judgment

Judgment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:35 AM
Form Started By: Don Childs		Started On: 12/02/2025 05:30 PM
Final Approval Date: 12/03/2025		

CAUSE NO. 24-0814-CC3

WILLIAMSON COUNTY, TEXAS **Condemnor**	§	IN THE COUNTY COURT
V.	§	AT LAW NO. THREE
JNK PROPERTIES 1, LTD. **Condemnee**	§	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 0.042 acres (Parcel 316) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about May 29, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the RM 2243/Hero Way roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **TWENTY THOUSAND THREE HUNDRED**

EIGHTY-THREE AND 00/100 DOLLARS ($20,383.00), of which total amount the parties agree:

1. Pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Records of Williamson County as Document No. 2023095131, Condemnor has previously paid to Condemnee the sum of NINETEEN THOUSAND FIVE HUNDRED TWENTY-EIGHT and 0/100 DOLLARS ($19,528.00).

2. On August 26, 2024, an Award of Special Commissioners was filed with the court in the amount of TWENTY THOUSAND THREE HUNDRED EIGHTY-THREE and 0/100 DOLLARS ($20,383), and the parties agree that the additional sum of EIGHT HUNDRED FIFTY-FIVE and 0/100 DOLLARS ($855.00) was deposited with the court on September 11, 2024.

3. Therefore, the amount of **ZERO DOLLARS AND 00/100 ($0.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Erik Cardinell
erik@scrrlaw.com
State Bar No. 00796304
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:

By: */s/ Graham Taylor*
Justin Hodge
State Bar No. 24036791
jhodge@mehlaw.com
Kyle Baum
State Bar No. 24082664
kbaum@mehlaw.com
Graham Taylor
State Bar No. 24110433
gtaylor@mehlaw.com
Marrs Ellis & Hodge LLP
9811 Katy Freeway, Suite 900
Houston, Texas 77024
713.609.9503
Attorneys for Condemnee

EXHIBIT A

County: Williamson
Parcel: 316
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 316

METES & BOUNDS DESCRIPTION FOR A 0.042 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 12.819 ACRE TRACT OF LAND DESCRIBED AS TRACT 9 AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 12.819 ACRE TRACT OF LAND BEING DESCRIBED IN DOCUMENT NUMBER 2004099911 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.042 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 found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract, and at the northeast corner of a called 10.96 acre tract of land as conveyed to Bobby Golden and wife, Christine Golden by Warranty Deed with Vendor's Lien recorded in Volume 2018, Page 708 of the Official Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northwest corner of said Golden Tract, and at the northeast corner of a called 10.60 acre tract of land as conveyed to Majestic Oak RV Resort, LLC by General Warranty Deed with Vendor's Lien recorded in Document Number 2021019907 of the Official Public Records of Williamson County, Texas, bears S 68°58'18" W a distance of 341.15 feet; Thence, with the south right-of-way line of said Hero Way and the north line of said JNK Tract, N 68°56'23" E a distance of 95.99 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,976.84, E: 3,083,683.27) set for the west corner and **POINT OF BEGINNING** of the herein described tract, 224.78 feet right of FM 2243 baseline station 123+76.14;

THENCE, continuing with the south right-of-way line of said Hero Way and the north line of said JNK Tract, N 68°56'23" E a distance of 304.03 feet to a calculated point at the northeast corner of said JNK Tract, and at the northwest corner of a called 9.1064 acre tract of land as conveyed to Mauck Properties, LLC by General Warranty Deed recorded in Document Number 2019000260 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found at the northeast corner of said Mauck Tract, and at the northwest corner of Lot 1, Block "A" of LIBERTY HEIGHTS, a subdivision as recorded in Document Number 2020092083 of the Official Public Records of Williamson County, Texas, bears N 68°56'23" E a distance of 30.00 feet;

THENCE, departing the south right-of-way line of said Hero Way, with the east line of said JNK Tract and the west line of said Mauck Tract, S 21°01'25" E a distance of 14.34 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract, 206.67 feet right of FM 2243 baseline station 126+83.39, from which a 1/2-inch iron rod found at the southeast corner of said JNK Tract and at the southwest corner of said Mauck Tract, bears S 21°01'25" E a distance of 1,385.06 feet;

THENCE, over and across said JNK Tract, along said curve to the left, an arc distance of 304.38 feet, having a radius of 6,503.00 feet, a central angle of 02°40'55" and a chord which bears S 71°38'24" W a distance of 304.36 feet to the **POINT OF BEGINNING** and containing 0.042 acre (1,818 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.

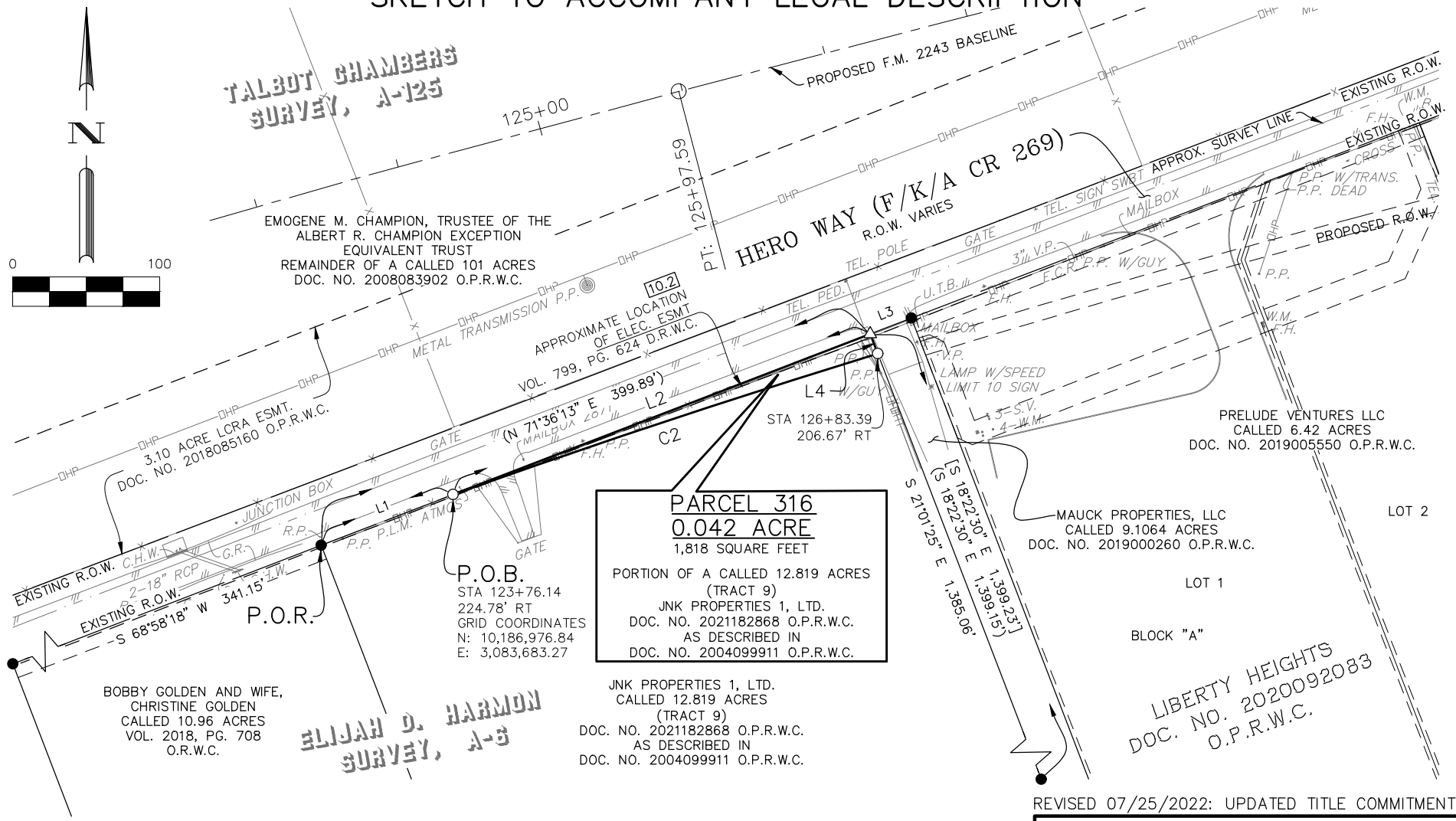
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

07/25/2022
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:	May 16, 2022
Revised:	July 25, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 07/25/2022: UPDATED TITLE COMMITMENT

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 TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-160863, DATED EFFECTIVE JUNE 23, 2022 AND ISSUED ON JULY 1, 2022.

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

Copyright 2022

PARCEL PLAT
SHOWING PARCEL 316
0.042 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/16/2022	3 of 4

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P316_EX1.dwg, 7/18/2022 2:53 PM, Stephen Barger

LEGEND

B.	BOLLARD
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
DOC.	DOCUMENT
E.C.R.	ELECTRIC CONDUIT RISER
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
G.P.	GATE POST
G.R.	GUARD RAIL
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
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
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.T.B.	UNDERGROUND TELEPHONE BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2004099911 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2019000260 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—X—	WIRE FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—//	EDGE OF ASPHALT
10.1	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°56'23" E	95.99'
L2	N 68°56'23" E	304.03'
L3	N 68°56'23" E	30.00'
L4	S 21°01'25" E	14.34'

LINE TABLE		
NUMBER	BEARING	DISTANCE
[L3]	[N 71°56'35" E]	[29.99']

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C2	304.38'	6,503.00'	2°40'55"	S 71°38'24" W	304.36'

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

07/25/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 07/25/2022: UPDATED TITLE COMMITMENT

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 624, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.

10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN CITY OF LEANDER ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

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
Copyright 2022

PARCEL PLAT
SHOWING PARCEL 316
0.042 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/16/2022	4 of 4

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CAUSE NO. 24-0817-CC1

WILLIAMSON COUNTY, TEXAS **Condemnor**	§	IN THE COUNTY COURT
V.	§	AT LAW NO. ONE
JNK PROPERTIES 1, LTD. **Condemnee**	§	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 2.820 acres (Parcel 321) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about May 29, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the RM 2243/Hero Way roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **ONE MILLION TWO HUNDRED THIRTY-**

THREE THOUSAND SEVEN HUNDRED DOLLARS AND 00/100 ($1,233,700.00) of which total amount the parties agree:

1. Pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Records of Williamson County as Document No. 2023095137 Condemnor has previously paid to Condemnee the sum of ONE MILLION TWO HUNDRED TWENTY THOUSAND SEVEN HUNDRED FORTY and 00/100 DOLLARS ($1,220,740.00).

2. On August 23, 2024, an Award of Special Commissioners was filed with the court in the amount of ONE MILLION TWO HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED and 00/100 DOLLARS ($1,233,700.00) and the parties agree that the additional sum of TWELVE THOUSAND NINE HUNDRED SIXTY and 00/100 DOLLARS ($12,960.00) was deposited with the court on September 11, 2024.

3. Therefore, the amount of **ZERO DOLLARS AND 00/100 ($0.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Erik Cardinell
erik@scrrlaw.com
State Bar No. 00796304
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:

By*: /s/ Graham Taylor*
Justin Hodge
State Bar No. 24036791
jhodge@mehlaw.com
Kyle Baum
State Bar No. 24082664
kbaum@mehlaw.com
Graham Taylor
State Bar No. 24110433
gtaylor@mehlaw.com
Marrs Ellis & Hodge LLP
9811 Katy Freeway, Suite 900
Houston, Texas 77024
713.609.9503
Attorneys for Condemnee

EXHIBIT A

County: Williamson
Parcel: 321
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 321

METES & BOUNDS DESCRIPTION FOR A 2.820 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 19.9973 ACRE TRACT OF LAND DESCRIBED AS TRACT 6 AND A PORTION OF A CALLED 19.95 ACRE TRACT OF LAND DESCRIBED AS TRACT 7, BOTH AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 6 BEING DESCRIBED IN DOCUMENT NUMBER 2004073246 AND SAID TRACT 7 BEING DESCRIBED IN DOCUMENT NUMBER 2004073628, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.820 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 3/4-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 6, and at the northeast corner of a called 4.95 acre tract of land as conveyed to Jerry Wayne Droptini and Jan Droptini by Warranty Deed with Vendor's Lien recorded in Volume 1919, Page 373 of the Official Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 3/8-inch iron rod found at the northwest corner of said Droptini Tract, bears S 68°59'05" W a distance of 239.86 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said JNK Tract 6, N 51°21'07" E a distance of 49.92 feet to a 3/4-inch iron rod found for an angle point;

THENCE, continuing with the south right-of-way line of said Hero Way and the north line of said JNK Tract 6, N 68°38'27" E a distance of 359.28 feet to a 1/2-inch iron rod found at the northeast corner of said JNK Tract 6 and the northwest corner of the above described JNK Tract 7, for an angle point;

THENCE, continuing with the south right-of-way line of said Hero Way and the north line of said JNK Tract 7, N 68°44'21" E a distance of 412.71 feet to a 3/8-inch iron rod found at the northeast corner of said JNK Tract 7 and the northwest corner of a called 27.868 acre tract of land as conveyed to Heroway Crossing LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2020158793 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found at the northeast corner of said Heroway Crossing Tract, bears N 68°37'36" E a distance of 576.26 feet;

THENCE, with the east line of said JNK Tract 7 and the west line of said Heroway Crossing Tract, S 21°10'49" E a distance of 191.29 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,448.94, E: 3,085,391.31) set for the southeast corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 141+51.78, from which a 1/2-inch iron rod with cap stamped "Watson" found at the southeast corner of said JNK Tract 7 and the southwest corner of said Heroway Crossing Tract bears S 21°10'49" E a distance of 1,913.96 feet;

THENCE, over and across said JNK Tract 7, S 75°22'22" W a distance of 209.47 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 201.00 feet right of FM 2243 baseline station 139+42.31;

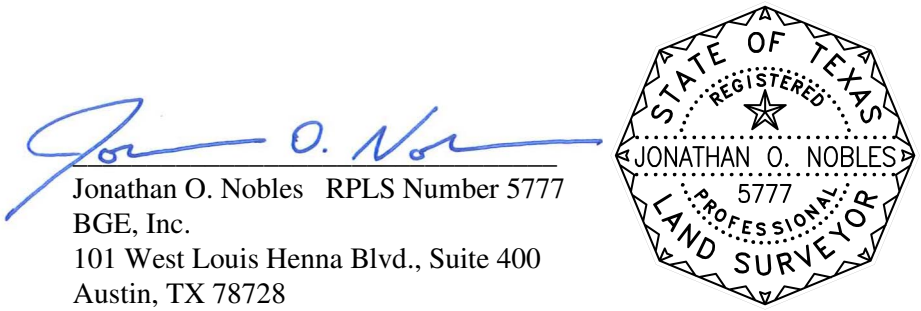
THENCE, continuing over and across said JNK Tract 7 and said JNK Tract 6, S 73°03'05" W a distance of 296.24 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 213.00 feet right of FM 2243 baseline station 136+46.32;

THENCE, continuing over and across said JNK Tract 6, S 75°22'22" W a distance of 318.79 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said JNK Tract 6 and the east line of said Droptini Tract, for the southwest corner of the herein described tract, 213.00 feet right of FM 2243 baseline station 133+27.53, from which a 1/2-inch iron rod found leaning on the west line of said JNK Tract 6, at the southeast corner of said Droptini Tract bears S 20°46'53" E a distance of 810.10 feet;

THENCE, with the west line of said JNK Tract 6 and the east line of said Droptini Tract, N 20°46'53" W a distance of 92.46 feet to the **POINT OF BEGINNING** and containing 2.820 acre (122,859 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.

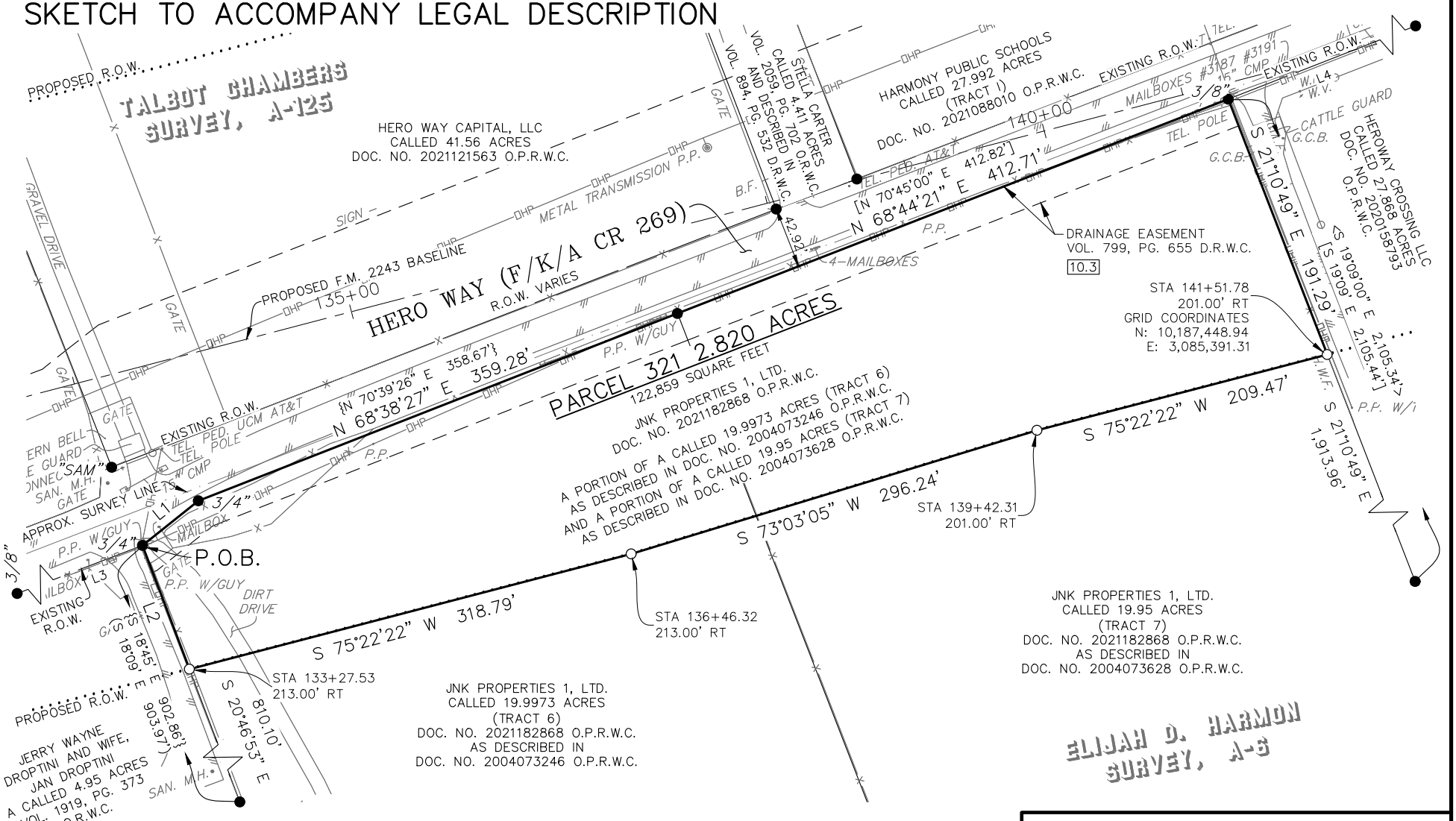


05/20/2022
Date

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:	May 20, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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 TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-157573, DATED EFFECTIVE DECEMBER 14, 2021 AND ISSUED ON DECEMBER 23, 2021.

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 321
2.820 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/20/2022	3 of 4

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LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
TRANS.	TRANSFORMER
TEL.	TELEPHONE
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR VOL. 1919, PG. 373 O.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2004073628 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2004073246 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2020158793 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
●"SAM"	FOUND 5/8" IRON ROD W/CAP "SAM INC"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——o——	CHAIN LINK FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——///	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 51°21'07" E	49.92'
L2	N 20°46'53" W	92.46'
L3	S 68°59'05" W	239.86'
L4	N 68°37'36" E	576.26'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
{L1}	{N 53°53'12" E}	{50.46'}
(L3)	(S 71°37' W)	(240.00')
<L4>	<N 70°40'08" E>	<576.23'>

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

05/20/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 653, PAGE 611, VOLUME 763, PAGE 360 AND VOLUME 782, PAGE 891, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS AS DESCRIBED IN VOLUME 409, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT,

10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 655 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 NOTICE REGARDING ORDINANCE NO. 18-026-00 RECORDED IN DOCUMENT NO. 2018041030 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

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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 321
2.820 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/20/2022	4 of 4

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NO. 24-0815-CC4

WILLIAMSON COUNTY, TEXAS, Condemnor,	§ §	IN THE COUNTY COURT
vs.	§ §	AT LAW NO. FOUR
JNK PROPERTIES 1, LTD., Condemnee,	§ §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 3.715 acres (Parcel 330) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about May 29, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Hero Way/RM 2243 roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **ONE MILLION SIX HUNDRED SIXTY-SEVEN**

THOUSAND EIGHT HUNDRED NINETY-FOUR AND 00/100 DOLLARS ($1,667,894.00), of which total amount the parties agree:

1. The amount of **ONE MILLION SIX HUNDRED ELEVEN THOUSAND FIVE HUNDRED TWENTY-NINE AND 00/100 DOLLARS ($1,611,529.00)** was previously paid to Condemnee pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Public Records of Williamson County as Document No. 2023095136.

2. On or about September 17, 2024, pursuant to the written Award of Special Commissioners filed among the papers of this cause on or about September 10, 2024; Condemnor deposited an additional **FIFTY-SIX THOUSAND THREE HUNDRED SIXTY-FIVE and 00/100 DOLLARS ($56,365.00)** into the registry of this court.

3. The amount of **ZERO DOLLARS ($0.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Erik Cardinell
erik@scrrlaw.com
State Bar No. 00796304
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AND ACCEPTED:
MARRS ELLIS & HODGE LLP
Attorneys for JNK Properties 1, LTD.

By*: /s/ Graham Taylor*
Justin Hodge
State Bar No. 24036791
jhodge@mehlaw.com
Graham Taylor
State Bar No. 24110433
gtaylor@mehlaw.com
9811 Katy Freeway, Suite 900
Houston, Texas 77024
Telephone: (713) 609-9503
Facsimile: (713) 583-5825

EXHIBIT A

County: Williamson
Parcel: 330
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 330

METES & BOUNDS DESCRIPTION FOR A 3.715 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 26.931 ACRE TRACT OF LAND DESCRIBED AS TRACT 5 AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING DESCRIBED IN DOCUMENT NUMBER 2004065021 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS; SAID 3.715 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 found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 5, and at the northeast corner of a called 27.868 acre tract of land as conveyed to Heroway Crossing LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2020158793 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, from which a 3/8-inch iron rod found on the south right-of-way line of said Hero Way, at the northwest corner of said Heroway Tract, and at the northeast corner of a called 19.95 acre tract of land described as Tract 7 to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004073628 of the Official Public Records of Williamson County, Texas, bears S 68°37'36" W a distance of 576.26 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said JNK Tract 5, N 69°02'16" E a distance of 557.23 feet to a calculated point at the northeast corner of said JNK Tract 5, and at the northwest corner of a called 4.377 acre tract described as Tract 2 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northeast corner of said Park Tract, and at the northwest corner of a called 34.834 acre tract of land described as Tract 1 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and described in Document Number 2004028572 of the Official Public Records of Williamson County, Texas, bears N 69°02'16" E a distance of 546.53 feet;

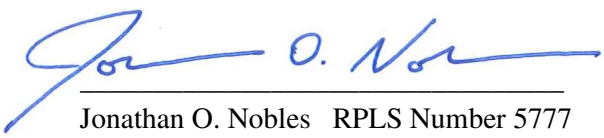
THENCE, departing the south right-of-way line of said Hero Way, with the east line of said JNK Tract 5 and the west line of said Park Tract 2, S 21°12'14" E a distance of 321.33 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,737.06, E: 3,086,495.27) set at the southwest corner of said Park Tract 2 and at the northwest corner of a called 1.988 acre tract of land described as Tract 1 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract, 201.03 feet right of FM 2243 baseline station 152+92.43, from which a 1/2-inch iron rod found at the southeast corner of said JNK Tract 5, bears S 21°12'14" E a distance of 1,783.94 feet;

THENCE, over and across said JNK Tract 5, S 75°22'22" W a distance of 560.94 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" on the west line of said JNK Tract 5 and the east line of said Heroway Tract, for the southwest corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 147+31.92, from which a 1/2-inch iron rod found at the southwest corner of said JNK Tract 5 and the southeast corner of said Heroway Tract, bears S 21°12'00" E a distance of 1,846.49 feet;

THENCE, with the west line of said JNK Tract 5 and the east line of said Heroway Tract, N 21°12'00" W a distance of 259.44 feet to the **POINT OF BEGINNING** and containing 3.715 acres 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 October 12, 2021 and are true and correct to the best of my knowledge. A sketch accompanies this description.



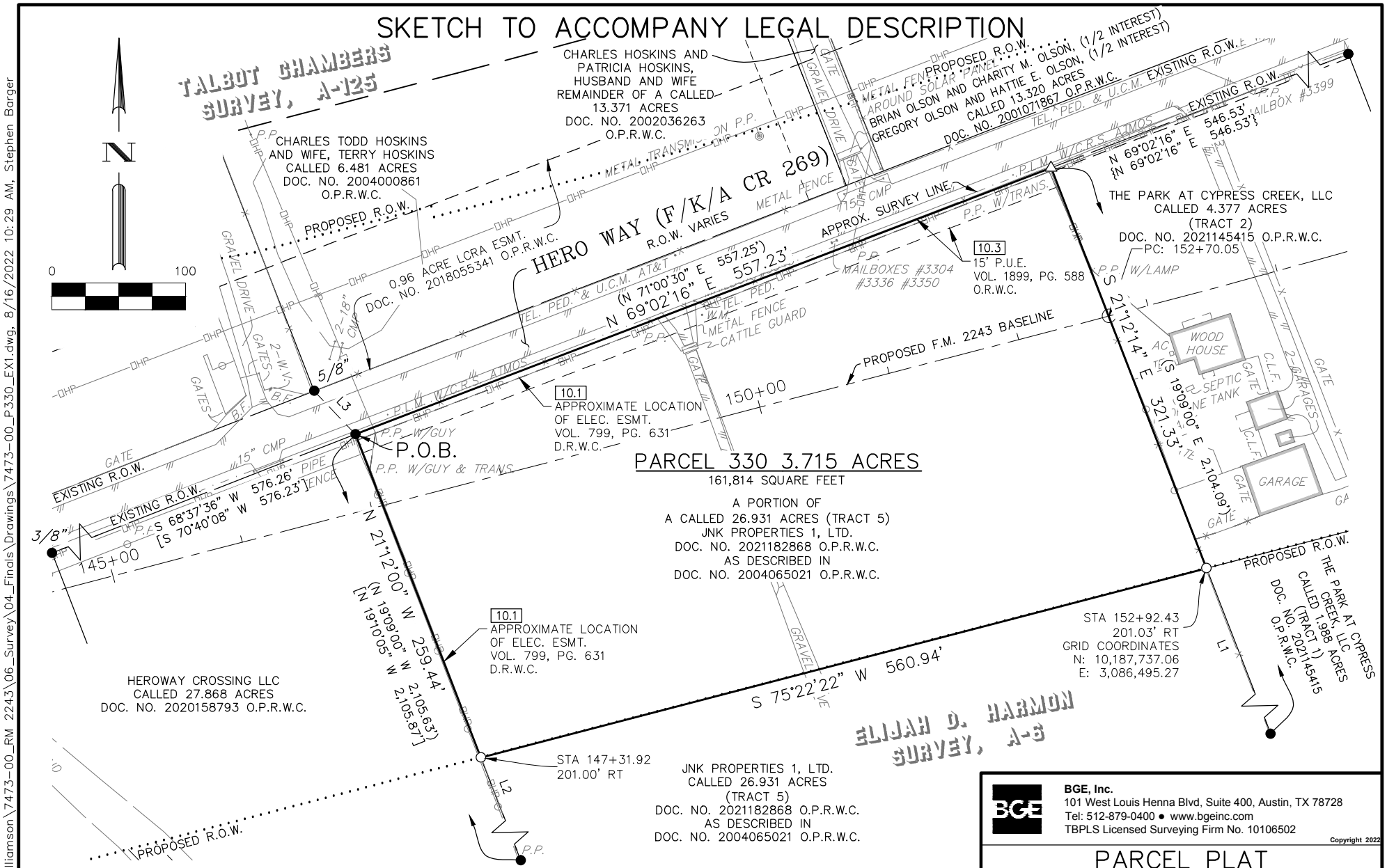
08/16/2022

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

Date

Client:	Williamson County
Date:	August 16, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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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 330
3.715 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	3 of 5

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LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2004065021 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2020158793 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2021145415 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—X—	WIRE FENCE
—○—	METAL FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 21°12'14" E	1,783.94'
L2	S 21°12'00" E	1,846.49'
L3	N 43°32'37" W	44.78'

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

Copyright 2022

PARCEL PLAT
SHOWING PARCEL 330
3.715 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	4 of 5

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P330_EX1.dwg, 8/16/2022 10:29 AM, Stephen Barger

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 TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-160868, DATED EFFECTIVE MARCH 22, 2022 AND ISSUED ON MARCH 31, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 621, PAGE 17, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 631 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.2 A PUBLIC UTILITY EASEMENT GRANTED TO CITY OF LEANDER, TEXAS AS DESCRIBED IN VOLUME 1899, PAGE 588 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN CITY OF LEANDER ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

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

08/16/2022

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. 10106502
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PARCEL PLAT
SHOWING PARCEL 330
3.715 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	5 of 5

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Commissioners Court - Regular Session **92.**

Meeting Date: 12/09/2025

Ronald Reagan Segment D Resolution for Condemnation

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.2085 acres) required for the construction of Ronald Reagan Blvd. Segment D.(Michael and Christy Mayfield/ Parcel 18)

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 09:24 AM
Form Started By: Don Childs		Started On: 12/02/2025 03:01 PM
Final Approval Date: 12/03/2025		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to those certain tracts of land being 0.2085 acres (Parcel 18) as described by metes and bounds in Exhibit "A" owned by **MICHAEL AND CHRISTY MAYFIELD** for the purpose of constructing, reconstructing, maintaining, and operating the proposed Ronald Reagan Extension roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Steven Snell
Williamson County Judge

County: Williamson
Parcel: 18- MICHAEL MAYFIELD & CHRISTIE MAYFIELD
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.2085 OF ONE ACRE (9,081 SQUARE FEET) PARCEL OF LAND SITUATED IN THE CHARLES H. DELANEY SURVEY, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4, 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 MICHAEL MAYFIELD AND CHRISTIE MAYFIELD IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN DOCUMENT NO. 2007083787 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.2085 OF ONE ACRE (9,081 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found for an Easterly corner of said Lot 4 and a common Westerly re-entrant corner of Lot 2, Block F, said WADE CROSSING PHASE 1;

THENCE South 19°00'20" East, with the Easterly line of said Lot 4 and the common Westerly line of said Lot 2, a distance of 107.06 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=10,241,480.48, E= 3,090,664.85), 144.92 feet Left of Ronald Reagan Baseline Station 864+34.45, for the **POINT OF BEGINNING** of the herein described tract;

1) THENCE **South 19°00'20" East**, continuing with the Easterly line of said Lot 4 and the common Westerly line of said Lot 2, a distance of **30.27** feet to a 1/2-inch rebar found in the existing Northerly ROW line of Ronald Reagan Boulevard (Variable Width ROW), for the Southeasterly corner of said Lot 4 and the common Southwest corner of said Lot 2, 114.84 feet Left of Ronald Reagan Baseline Station 864+31.05;

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 4, a distance of **292.23** feet to a Calculated Point, for the Southwest corner of said Lot 4 and the common Southeast corner of Lot 5, Block F, said WADE CROSSING PHASE 1, 116.25 feet Left of Ronald Reagan Baseline Station 861+40.44;

3) THENCE **North 25°26'20" West**, with the Westerly line of said Lot 4 and the common Easterly line of said Lot 5, a distance of **31.70** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 147.94 feet Left of Ronald Reagan Baseline Station 861+40.87, from which a 1/2-inch rebar found for a Westerly corner of said Lot 4 and the common Easterly reentrant corner of said Lot 5, bears North 25°26'20" East a distance of 154.32 feet;

County: Williamson
Parcel: 18- MICHAEL MAYFIELD & CHRISTIE MAYFIELD
Highway: Ronald Reagan Boulevard

4) **THENCE North 64°52'30" East**, over and across said Lot 4 with the proposed Northerly ROW line of said Ronald Reagan Boulevard, a distance of **295.63** feet to the **POINT OF BEGINNING** and containing 0.2085 of one acre (9,081 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 §

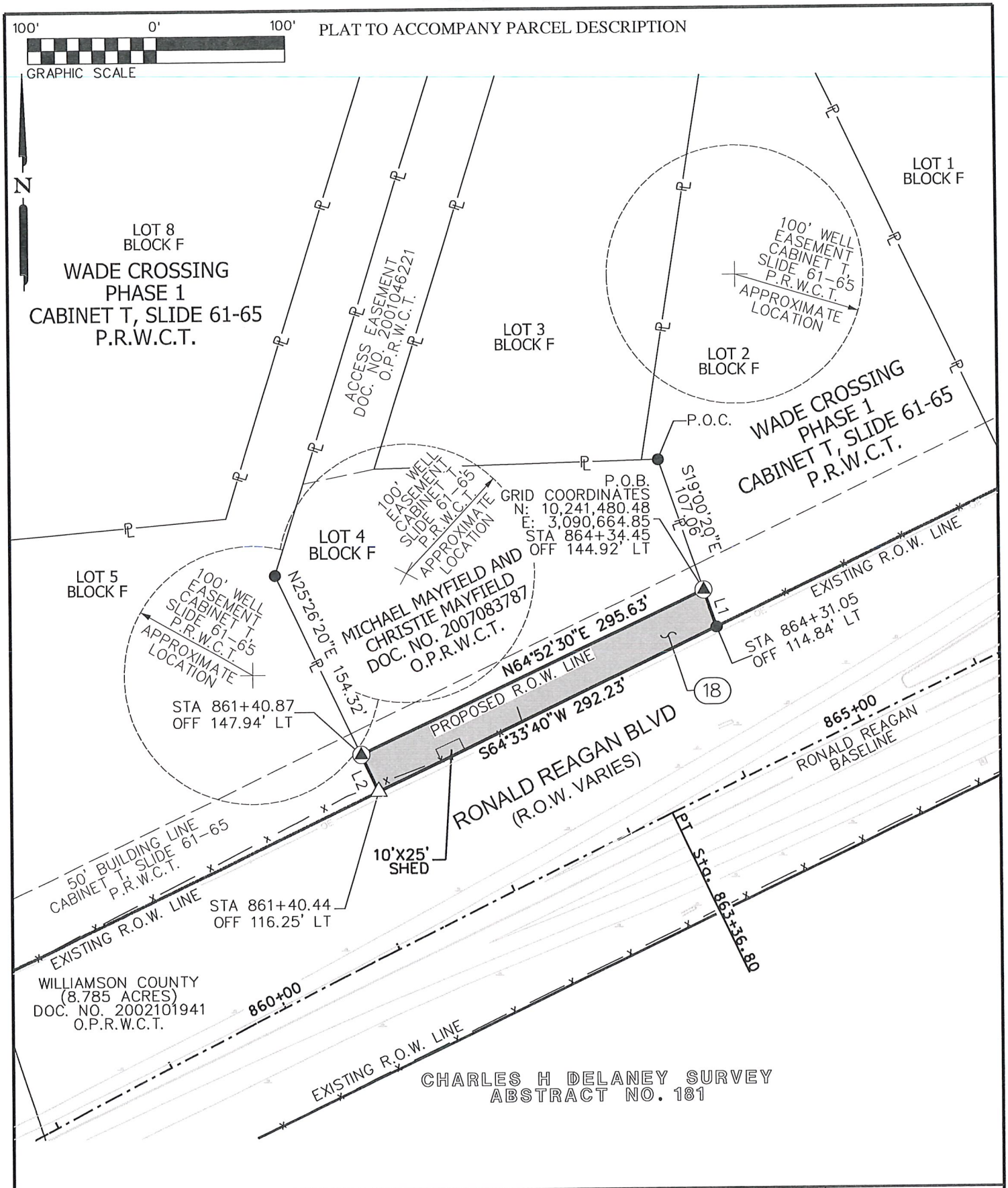
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

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 " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF MICHAEL MAYFIELD AND CHRISTIE MAYFIELD	07/30/2025 PARCEL 18 0.2085 ACRES 9,081 Sq. Ft. SHEET 3 OF 5
	SCALE: 1" = 100' / PROJECT: RONALD REAGAN / COUNTY: WILLIAMSON	

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	S19° 00'20"E	30.27'
L2	N25° 26'20"W	31.70'

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	PROPERTY 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 2.01 ACRES 87555 Sq. Ft.
REMAINDER 1.802 ACRES 78,474 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

MICHAEL MAYFIELD AND CHRISTIE MAYFIELD

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/13/2025

PARCEL 18

0.2085 ACRES
9,081 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-188413
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, 10.13 THROUGH 10.17 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 OF RECORD IN DOCUMENT NO. 2001046221 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SHOWN HEREON)

12. 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. (DOES NOT AFFECT. OUTSIDE OF SUBJECT TRACT)

18. 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

MICHAEL MAYFIELD AND CHRISTIE MAYFIELD

08/13/2025

PARCEL 18

0.2085 ACRES
9,081 Sq. Ft.

SCALE 1" = 100'

PROJECT RONALD REAGAN

COUNTY WILLIAMSON

Commissioners Court - Regular Session **93.**

Meeting Date: 12/09/2025

Ronald Reagan Segment D Resolution for Condemnation

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (9.276 acres and 2.227 acres) required for the construction of Ronald Reagan Blvd. Segment D.(CDJ & Lee, LLC/Parcel 42 parts 1 & 2)

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2025 10:35 AM
Form Started By: Don Childs		Started On: 12/02/2025 03:03 PM
Final Approval Date: 12/03/2025		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to those certain tracts of land being 9.276 acres and 2.227 acres (Parcel 42 parts 1 and 2) as described by metes and bounds in Exhibits "A & B" owned by **CDJ & LEE, LLC** for the purpose of constructing, reconstructing, maintaining, and operating the proposed Ronald Reagan Extension roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Steven Snell
Williamson County Judge

County: Williamson
Parcel: 42 Part 1 – CDJ & LEE, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 9.276 ACRE (404,059 SQUARE FEET) PARCEL OF LAND SITUATED IN THE CHARLES H. DELANEY SURVEY, ABSTRACT NO. 181, AND THE LEWIS P. DYCHES SURVEY, ABSTRACT NO. 171, BOTH LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 57.74 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO CDJ & LEE, LLC, RECORDED IN DOCUMENT NO. 2018010126 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 9.276 ACRE (404,059 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found for the Southwest corner of said 57.74 acre tract and the common Northerly Northwest re-entrant corner of the remainder of a called 132.00 acre tract of land described in a Special Warranty Deed to Keith Benton Brandon, recorded in Document No. 2006018831 of said O.P.R.W.C.T.;

THENCE North 20°45'55" West, with the West line of said 57.74 acre tract and the common Easterly line of the remainder of said 132.00 acre tract, a distance of 172.26 feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 135.79 feet Right of Ronald Reagan Baseline Station 809+07.24 (GRID COORDINATES: N=10,238,422.54, E=3,086,043.09), for the **POINT OF BEGINNING** of the herein described tract;

1) THENCE **North 20°45'55" West**, continuing with the West line of said 57.74 acre tract and the common Easterly line of the remainder of said 132.00 acre tract, a distance of **95.71** feet to a 1/2-inch rebar found** in the existing South Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable width ROW), for the Northwest corner of said 57.74 acre tract and a common Northeast corner of the remainder of said 132.00 acre tract, 41.76 feet Right of Ronald Reagan Baseline Station 809+25.11;

THENCE, with the existing South ROW line of Ronald Reagan Boulevard and the common North line of said 57.74 acre tract, the following eight (8) courses and distances:

2) **North 58°39'03" East**, a distance of **2,810.91** feet to a 1/2-inch rebar found, 50.28 feet Right of Ronald Reagan Baseline Station 837+36.00;

3) **South 31°56'18" East**, a distance of **5.00** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 55.27 feet Right of Ronald Reagan Baseline Station 837+36.04;

4) **North 58°46'34" East**, a distance of **119.98** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 55.90 feet Right of Ronald Reagan Baseline Station 838+56.02;

5) **North 31°22'13" West**, a distance of **5.00** feet to a 1/2-inch rebar with cap stamped "C EVENS CONTROL" found, 50.90 feet Right of Ronald Reagan Baseline Station 838+56.03;

6) **North 58°39'07" East**, a distance of **1,010.62** feet to a 1/2-inch rebar found, 53.96 feet Right of Ronald Reagan Baseline Station 848+66.74;

County: Williamson
Parcel: 42 Part 1 – CDJ & LEE, LLC
Highway: Ronald Reagan Boulevard

7) Along a curve to the **Right**, having a radius of **8,450.00** feet, an arc length of **558.52** feet, a delta angle of **03°47'13"**, and a chord which bears **North 60°31'44" East** a distance of **558.42** feet to a Calculated Point, 61.83 feet Right of Ronald Reagan Baseline Station 854+27.44;

8) **South 27°03'51" East**, a distance of **10.00** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 71.82 feet Right of Ronald Reagan Baseline Station 854+27.08; and

9) **North 62°44'49" East**, a distance of **89.32** feet to a Calculated Point, 74.48 feet Right of Ronald Reagan Baseline Station 855+16.82;

THENCE over and across said 57.74 acre tract, the following eight (8) courses and distances:

10) **South 17°40'43" East**, a distance of **81.45** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 154.40 feet Right of Ronald Reagan Baseline Station 855+00.97;

11) **South 62°59'13" West**, a distance of **76.03** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 151.77 feet Right of Ronald Reagan Baseline Station 854+24.15;

12) Along a curve to the **Left**, having a radius of **5,570** feet, an arc length of **577.85** feet, a delta angle of **05°56'38"**, and a chord which bears **South 61°14'49" West** a distance of **577.59** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 135.79 feet Right of Ronald Reagan Baseline Station 848+40.78;

13) **South 58°28'38" West**, a distance of **984.95** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 135.79 feet Right of Ronald Reagan Baseline Station 838+55.84;

14) **South 31°23'45" East**, a distance of **29.83** feet to a 1/2-inch rebar with cap stamped "PBS&J" found**, 165.62 feet Right of Ronald Reagan Baseline Station 838+55.77;

15) **South 58°38'55" West**, a distance of **120.04** feet to a 1/2-inch rebar with cap stamped "PBS&J" found**, 165.26 feet Right of Ronald Reagan Baseline Station 837+35.73;

16) **North 31°21'42" West**, a distance of **29.47** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 135.79 feet Right of Ronald Reagan Baseline Station 837+35.81; and

County: Williamson
Parcel: 42 Part 1 – CDJ & LEE, LLC
Highway: Ronald Reagan Boulevard

17) **South 58°28'38" West**, a distance of **2,828.57** feet to the **POINT OF BEGINNING** and containing 9.276 acre (404,059 Square Feet) of land, more or less.

***To be replaced with a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY"*

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.

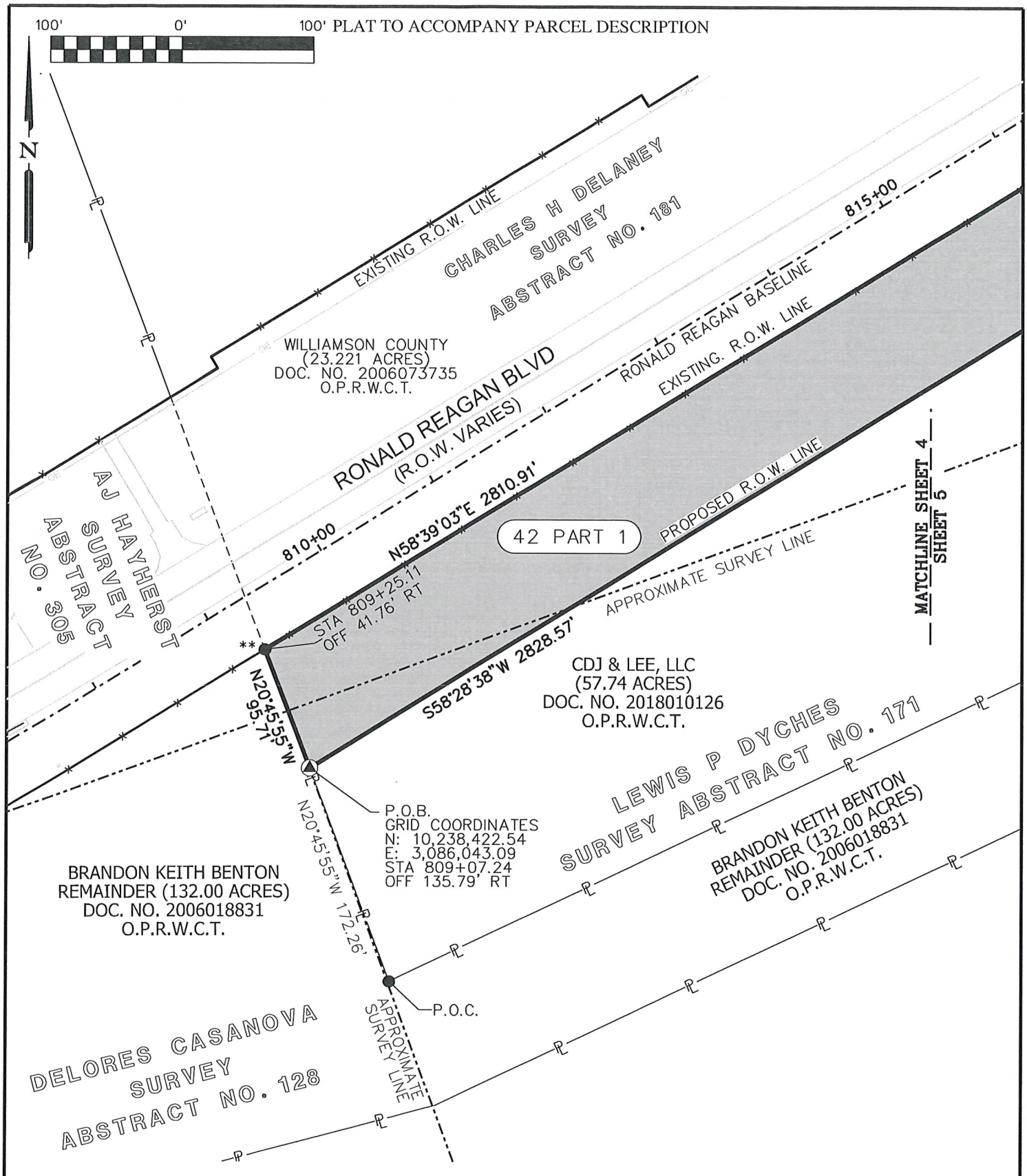
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

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 8/21/2025

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

CDJ & LEE, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

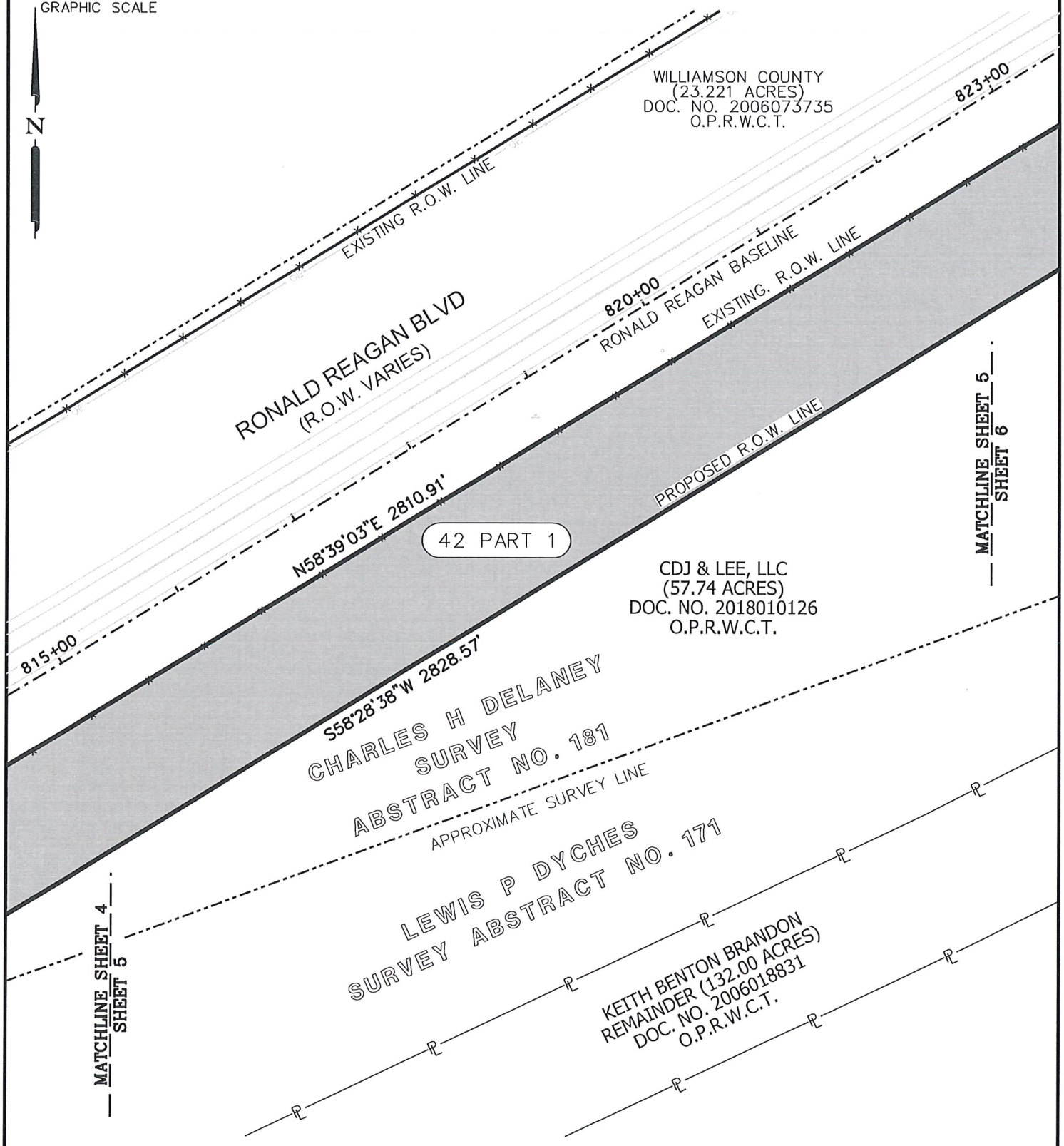
08/21/2025

PARCEL 42
PART 1
9.276 ACRES
404,059 Sq. Ft.

EXHIBIT " "

100' 0' 100' PLAT TO ACCOMPANY PARCEL DESCRIPTION

GRAPHIC SCALE



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CDJ & LEE, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/21/2025

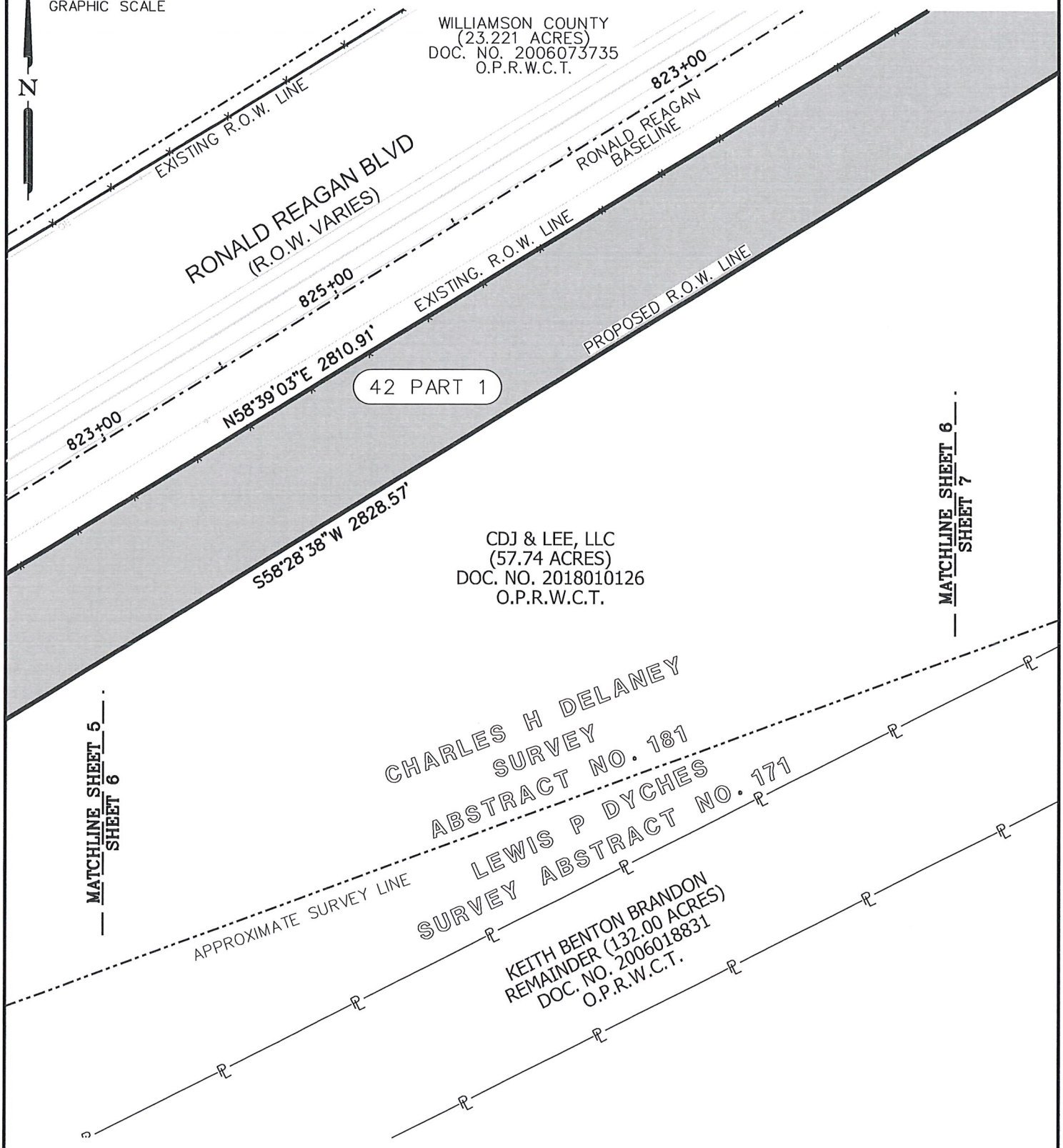
PARCEL 42
PART 1
9.276 ACRES
404,059 Sq. Ft.

EXHIBIT " "

100' PLAT TO ACCOMPANY PARCEL DESCRIPTION

100' 0'
GRAPHIC SCALE

N



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CDJ & LEE, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

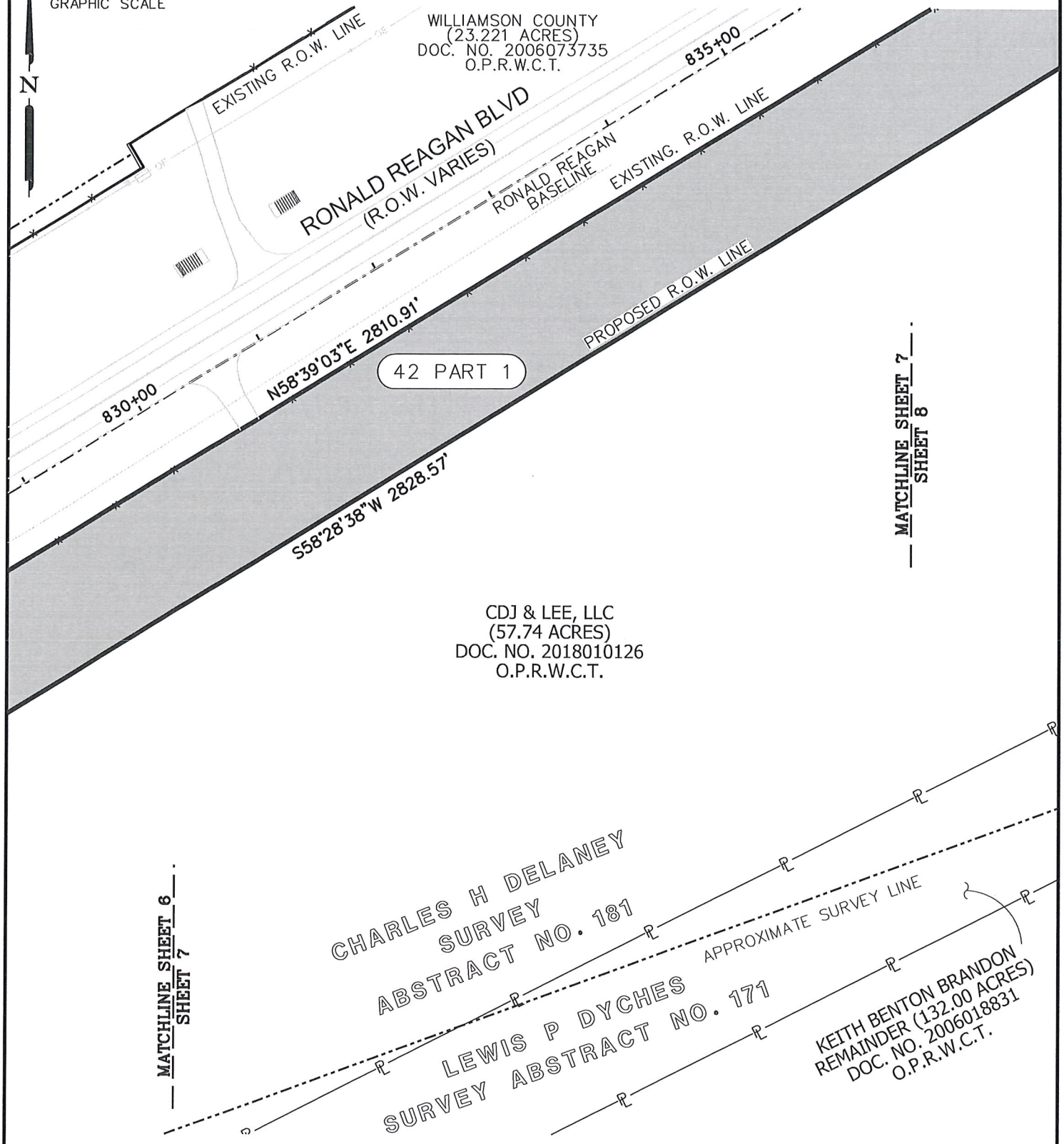
08/21/2025

PARCEL 42
PART 1
9.276 ACRES
404,059 Sq. Ft.

EXHIBIT " "

100' 0' 100' PLAT TO ACCOMPANY PARCEL DESCRIPTION

GRAPHIC SCALE



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CDJ & LEE, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

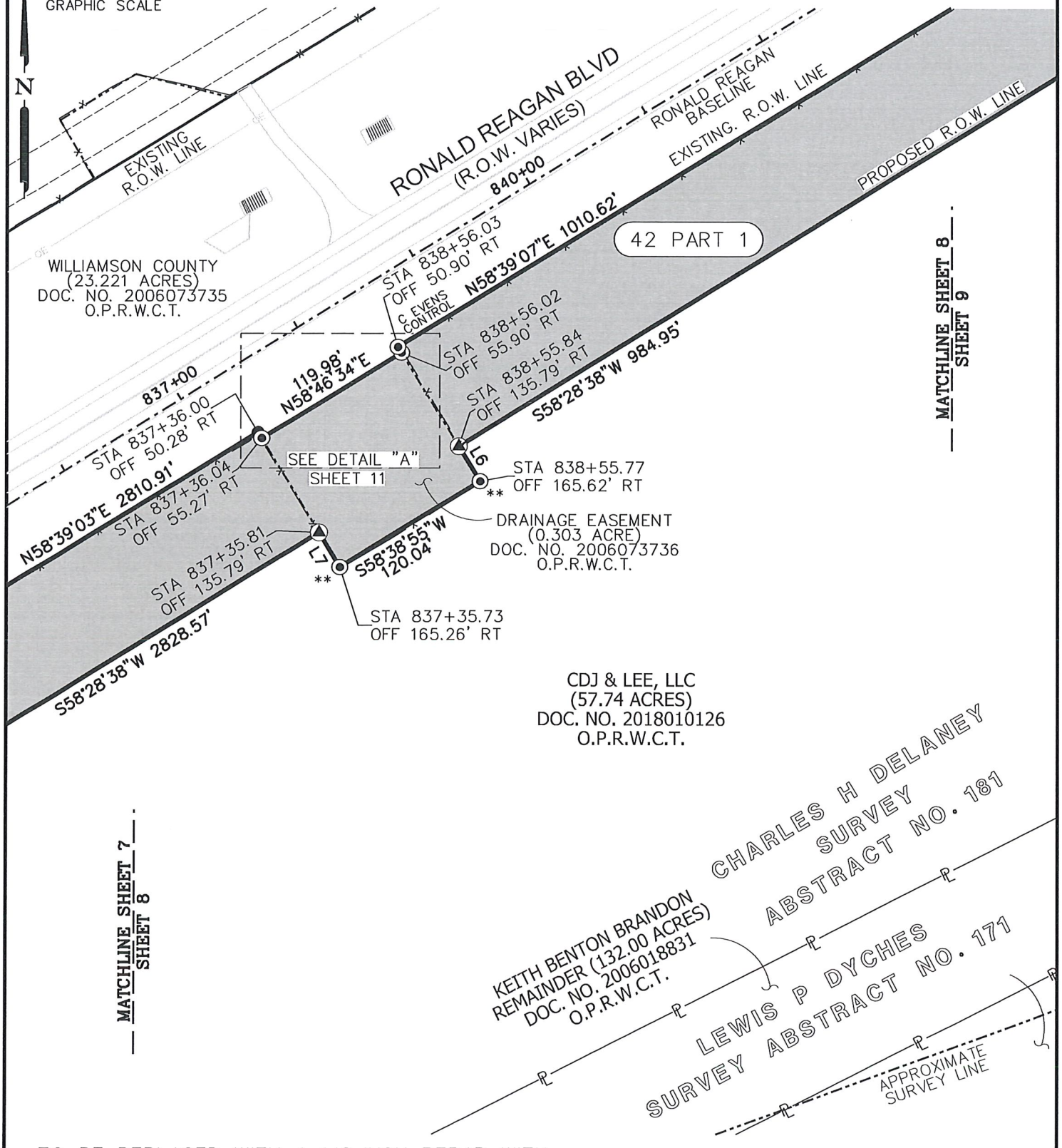
08/21/2025

PARCEL 42
PART 1
9.276 ACRES
404,059 Sq. Ft.

EXHIBIT " "

100' 0' 100' PLAT TO ACCOMPANY PARCEL DESCRIPTION

GRAPHIC SCALE



**TO BE REPLACED WITH A 1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CDJ & LEE, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

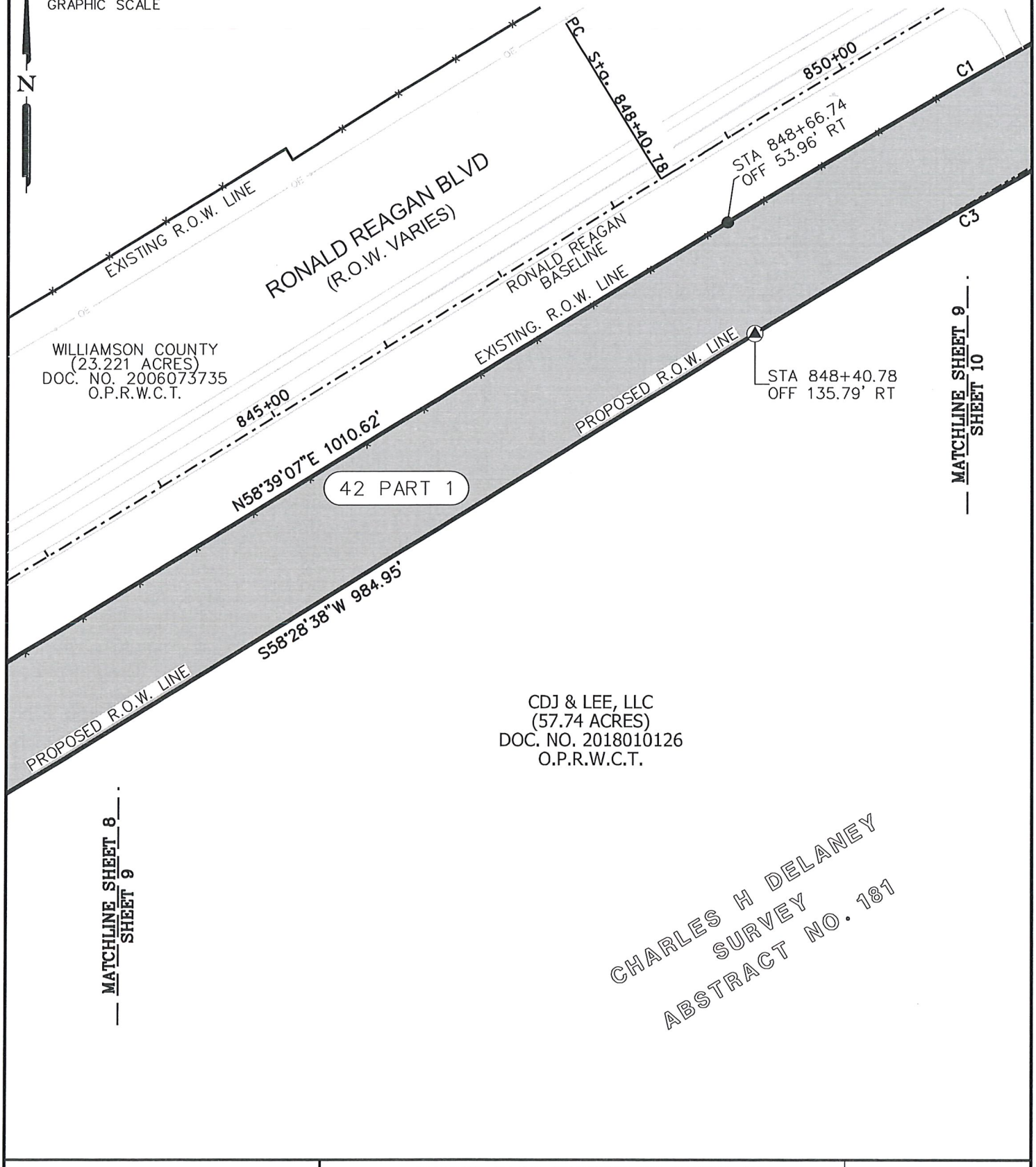
08/21/2025

PARCEL 42
PART 1
9.276 ACRES
404,059 Sq. Ft.

EXHIBIT " "

100' 0' 100' PLAT TO ACCOMPANY PARCEL DESCRIPTION

GRAPHIC SCALE



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

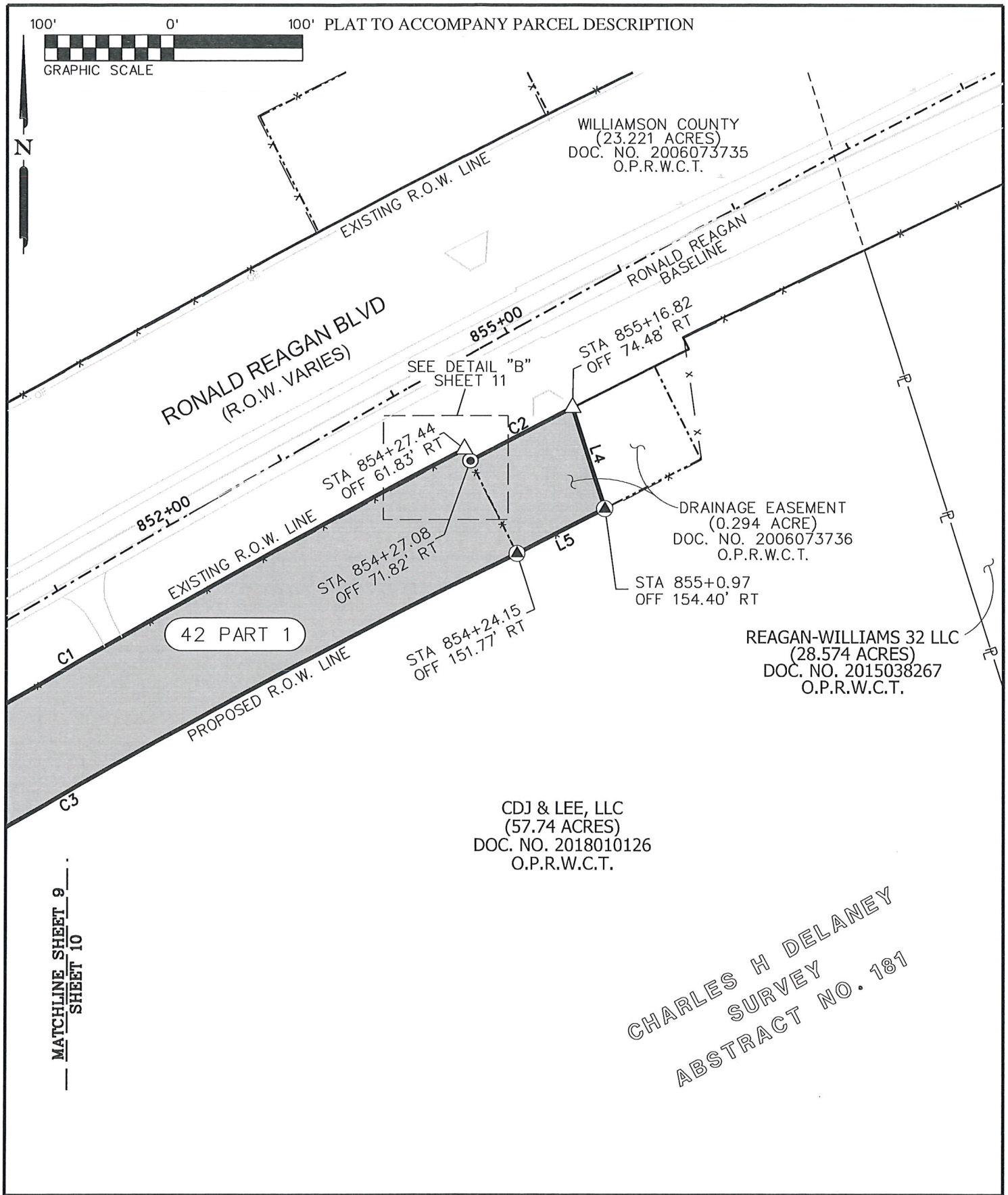
CDJ & LEE, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/21/2025

PARCEL 42
PART 1
9.276 ACRES
404,059 Sq. Ft.

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

CDJ & LEE, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/21/2025

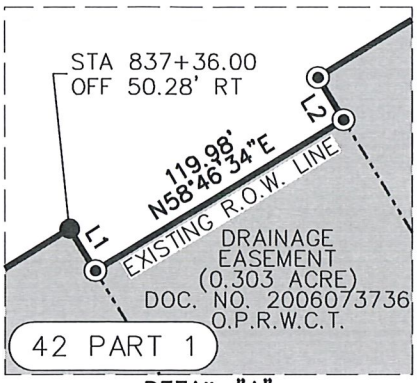
PARCEL 42
PART 1
9.276 ACRES
404,059 Sq. Ft.

SHEET 10 OF 12

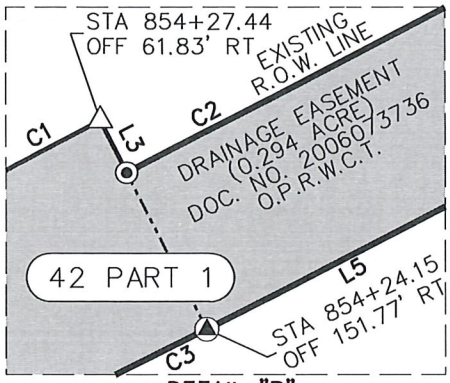
EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	S31° 56'18"E	5.00'
L2	N31° 22'13"W	5.00'
L3	S27° 03'51"E	10.00'
L4	S17° 40'43"E	81.45'
L5	S62° 59'13"W	76.03'
L6	S31° 23'45"E	29.83'
L7	N31° 21'42"W	29.47'



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	03° 47'13"	8,450.00'	558.52'	N60° 31'44"E 558.42'
C2	00° 36'20"	8450.00'	89.32'	N62° 44'49"E 89.32'
C3	05° 56'38"	5,570.00'	577.85'	S61° 14'49"W 577.59'

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
▲	60D NAIL FOUND
⍋	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 PBS&J (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

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

8/21/2025

FRANK W. FUNK — DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

CALLED 57.74 ACRES 2,515,154 Sq. Ft.
REMAINDER 48.464 ACRES 2,111,095 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

CDJ & LEE, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/21/2025

PARCEL 42
PART 1
9.276 ACRES
404,059 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-189504
ISSUED: AUGUST 05, 2025
EFFECTIVE DATE: JULY 30, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

ITEMS 10.3 THROUGH 10.9 ARE NOT A SURVEY MATTER.

10: 1. A WATER DISTRIBUTION LINES EASEMENT GRANTED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN DOCUMENT NO. 2001076909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY THAT CONFIRMATION OF EASEMENT LOCATION AS RECORDED IN DOCUMENT NO. 2023028017, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATED BASED ON DESCRIPTION IN INSTRUMENT)

2. A DRAINAGE EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN DOCUMENT NO. 2006073736 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SHOWN HEREON)

10. 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

CDJ & LEE, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/21/2025

PARCEL 42
PART 1
9.276 ACRES
404,059 Sq. Ft.

County: Williamson
Parcel: 42 Part 2 – CDJ & LEE, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 2.227 ACRE (97,018 SQUARE FEET) PARCEL OF LAND SITUATED IN THE CHARLES H. DELANEY SURVEY, ABSTRACT NO. 181, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 57.74 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO CDJ & LEE, LLC, RECORDED IN DOCUMENT NO. 2018010126 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 2.227 ACRE (97,018 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch rebar found in the existing North Right-of-Way (ROW) line of County Road 247 (60' wide ROW), for the Southeast corner of said 57.74 acre tract;

THENCE North 17°41'11" West, with the East line of said 57.74 acre tract and the common existing North ROW line of said County Road 247, then the West line of Lot 8, Block E, 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.), and then with the West line of a called 28.574 acre tract of land described in a Special Warranty Deed to Reagan-Williams 32, LLC, recorded in Document No. 2015038267 of said O.P.R.W.C.T., a distance of 476.45 feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed South ROW line of Ronald Reagan Boulevard (Grid Coordinates: N= 10,240,601.96, E= 3,090,294.17), 475.34 feet Right of Ronald Reagan Baseline Station 857+00.54, for the **POINT OF BEGINNING** of the herein described tract;

THENCE, over and across said 57.74 acre tract, with the proposed South ROW line of said Ronald Reagan Boulevard, the following two (2) courses and distances:

1) **South 72°19'17" West**, a distance of **251.58** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 427.89 feet Right of Ronald Reagan Baseline Station 854+45.29; and

2) **North 17°40'43" West**, at a distance of 278.88 feet, passing a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, and continuing for a total distance of **360.33** feet to a Calculated Point in the existing South ROW line of Ronald Reagan Boulevard (Variable width ROW) and the common North line of said 57.74 acre tract, 74.48 feet Right of Ronald Reagan Baseline Station 855+16.82, from which a 1/2-inch rebar with cap stamped "PBS&J" found in the existing South ROW line of said Ronald Reagan Boulevard and the common North line of said 57.74 acre tract, bears along a curve to the Left, having a radius of 8,450.00 feet, an arc length of 89.32 feet, a delta angle of 00°36'20", and a chord which bears South 62°44'49" West a distance of 89.32 feet;

THENCE, with the existing South ROW line of said Ronald Reagan Boulevard and the common North line of said 57.74 acre tract, the following four (4) courses and distances:

3) Along a curve to the **Right**, having a radius of **8,450.00** feet, an arc length of **100.69** feet, a delta angle of **00°40'58"**, and a chord which bears **North 63°23'28" East** a distance of **100.69** feet to a Calculated Point, 77.93 feet Right of Ronald Reagan Baseline Station 856+17.99;

County: Williamson
Parcel: 42 Part 2 – CDJ & LEE, LLC
Highway: Ronald Reagan Boulevard

4) **North 27°07'11" West**, a distance of **10.00** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 67.93 feet Right of Ronald Reagan Baseline Station 856+18.21;

5) Along a curve to the **Right**, having a radius of **8,450.00** feet, an arc length of **120.87** feet, a delta angle of **00°49'10"**, and a chord which bears **North 64°08'32" East** a distance of **120.87** feet to a Calculated Point, 72.69 feet Right of Ronald Reagan Baseline Station 857+39.59; and

6) **North 65°09'23" East**, a distance of **34.33** feet to a 1/2-inch rebar with a cap stamped "RPLS 2218" found for the Northeast corner of said 57.74 acre tract and the common Northwest corner of said 28.574 acre tract, 74.47 feet Right of Ronald Reagan Baseline Station 857+74.06;

7) THENCE **South 17°41'11" East**, with the East line of said 57.74 acre tract and the common West line of said 28.574 acre tract, a distance of **407.30** feet to the **POINT OF BEGINNING** and containing 2.227 acres (97,018 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 §

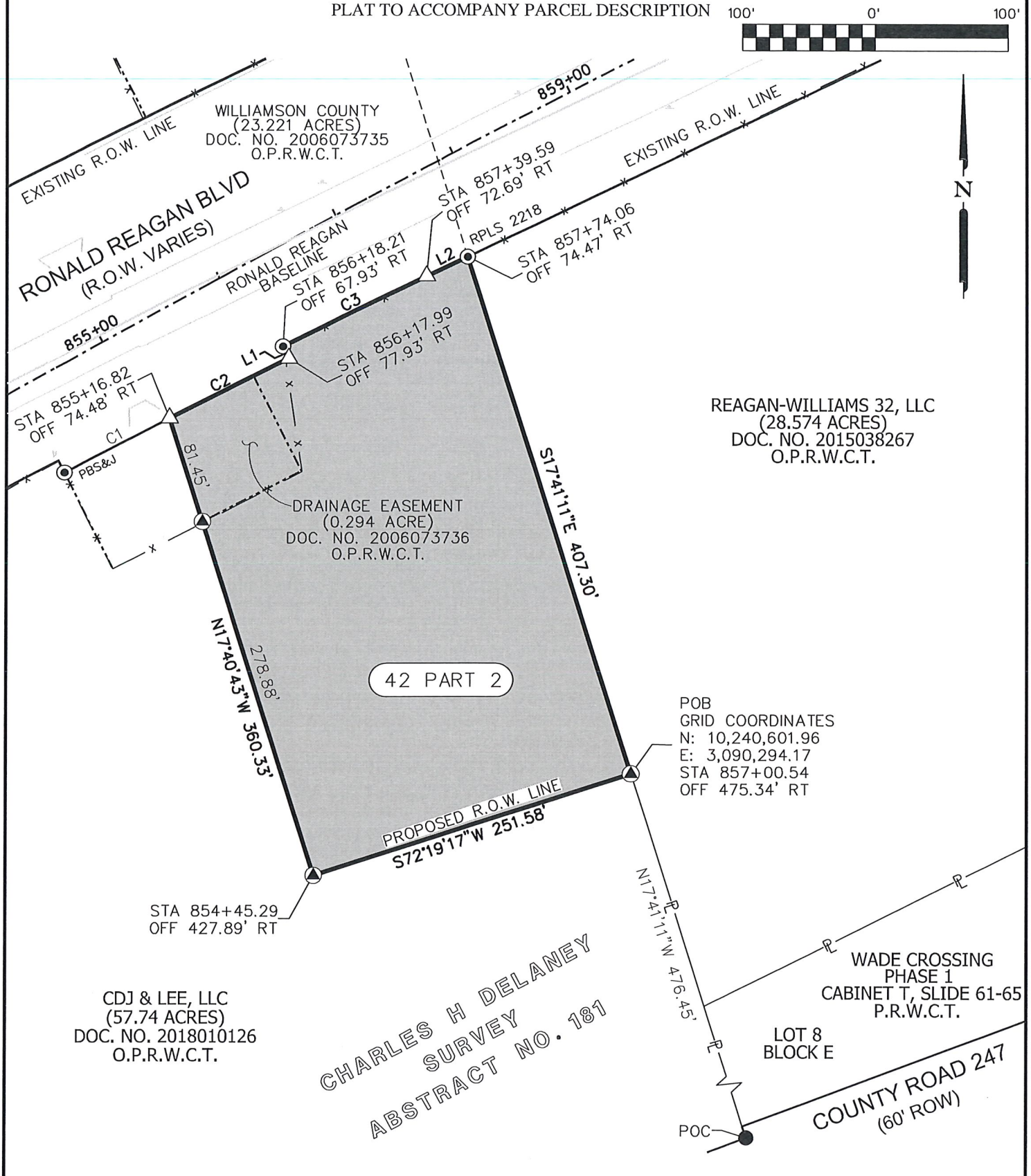
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

Frank W Funk 08/21/2025

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF CDJ & LEE, LLC	08/21/2025 PARCEL 42 PART 2 2.227 ACRES 97,018 Sq. Ft.
SCALE 1" = 100'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON
		SHEET 3 OF 5

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	N27° 07'11"W	10.00'
L2	N65° 09'23"E	34.33'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	00° 36'20"	8,450.00'	89.32'	S62° 44'49"W 89.32'
C2	00° 40'58"	8,450.00'	100.69'	N63° 23'28"E 100.69'
C3	00° 49'10"	8,450.00'	120.87'	N64° 08'32"E 120.87'

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
▲	60D NAIL FOUND
⍋	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	5/8-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED PBS&J (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T	PLAT 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

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 08/21/2025

FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

CALLED
57.74 ACRES
2,515,154 Sq. Ft.

REMAINDER
55.513 ACRES
2,418,136 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

CDJ & LEE, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/21/2025

PARCEL 42
PART 2

2.227 ACRES
97,018 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-189505
ISSUED: AUGUST 05, 2025
EFFECTIVE DATE: JULY 30, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

ITEMS 10.3 THROUGH 10.9 ARE NOT A SURVEY MATTER.

10: 1. A WATER DISTRIBUTION LINES EASEMENT GRANTED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN DOCUMENT NO. 2001076909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY THAT CONFIRMATION OF EASEMENT LOCATION AS RECORDED IN DOCUMENT NO. 2023028017, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATED BASED ON DESCRIPTION IN INSTRUMENT)

2. A DRAINAGE EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN DOCUMENT NO. 2006073736 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SHOWN HEREON)

10. 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

CDJ & LEE, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/21/2025

PARCEL 42
PART 2

2.227 ACRES
97,018 Sq. Ft.

Meeting Date: 12/09/2025

Hurdsman2

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 05:03 PM
Form Started By: Shannon Francis		Started On: 12/02/2025 04:34 PM
Final Approval Date: 12/02/2025		

Commissioners Court - Regular Session **98.**

Meeting Date: 12/09/2025

Oncor damage claim

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Claim No. 09162024-210-344, a damage claim by Oncor Electric Delivery, LLC for an incident occurring on or about 09/16/2024.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2025 03:09 PM
Form Started By: Shannon Francis		Started On: 12/02/2025 12:10 PM
Final Approval Date: 12/02/2025		