NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JANUARY 9TH, 2018
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.

2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.

3. 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.

4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

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 5 – 42)

5. Discuss and take appropriate action to establish an additional $100 cash drawer for Civil/Probate Division of the County Clerk's office.

6. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, November 2017 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

7. Consider approving property tax refunds over $2,500.00 for the month of November 2017 for the Williamson County Tax Assessor/Collector.

8. Consider approving property tax collections for the month of November 2017 for the Williamson County Tax Assessor/Collector.

9. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for November 2017 pursuant to Texas Local Government Code §114.026.

10. Discuss, consider, and take appropriate action on appointing Judge Laura Barker as the County Court at Law representative to the Williamson County Bail Bond Board for calendar year 2018 in accordance with Section 1704.053(3) of the Texas Occupations Code and in accordance with the Williamson County Bail Bond Board Rules.

11. Discuss, consider and take appropriate action regarding acceptance of donation to the Williamson County Animal Shelter of a 2005 Sabre Bass Cat Boat from Deborah Lea Thomas pursuant to Tex. Loc. Gov't Code § 81.032.

12. Discuss, consider and take appropriate action on acknowledging the correction of county records for a 1997 Ford F800 to a 1998 Ford F800 so that this vehicle may be auctioned.

13. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) 2013 Chevy Tahoe, (1) 2008 Chevy Impala and (1) 1990 utility trailer (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

14. Discuss, consider and take action on acknowledging the Purchasing Department's monthly report of asset inter-departmental transfers through the period of Dec.5th 2017 through Jan.4th 2018.

15. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (please see attached lists with technology items) pursuant to Tx. Local Gov't code 263.152.

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

17. Enter into the official minutes that the Racial Profiling Report has been received by the Commissioners.

18. Discuss, consider and take appropriate action on reappointing James "Ted" Koy to the Weir ESD #6 board with the term commencing immediately and continuing until December 31, 2019.

19. Discuss, consider and take appropriate action on reappointing Troy Rodriquez to the Georgetown ESD #8 board with the term commencing immediately and continuing until December 31, 2019.

20. Discuss, consider and take appropriate action on reappointing Gary Davis to the Florence ESD #7 board with the term commencing immediately and continuing until December 31, 2019.

21. Discuss, consider and take appropriate action on reappointing Tina Geiselbrecht to the Florence ESD #7 board with the term to commence immediately and continue until December 31, 2019.

22. Discuss, consider and take appropriate action on reappointing Bennie Piper to the Georgetown ESD #8 board with the term to commence immediately and continue until December 31, 2019.

23. Discuss, consider and take appropriate action on reappointing John Fenoglio to the Florence ESD #7 board with the term to commence immediately and continue until December 31, 2019.

24. Discuss, consider and take appropriate action on reappointing Gary Neel to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2019.

25. Discuss, consider and take appropriate action on reappointing Kyle Bolyard to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2019.

26. Discuss, consider and take appropriate action on reappointing Ira "Trey" Wood to the Georgetown ESD #8 board with the term to commence immediately and continue until December 31, 2019.

27. Discuss, consider and take appropriate action on reappointing Barry Cryer to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2019.

28. Discuss, consider and take appropriate action on re-appointing Bill Brown and Garry Guthrie to the Emergency Service District (ESD) NO. 3 Board with their term commencing effective on January 1, 2018 and continuing thereafter until December 31, 2019.

29. Discuss, consider and take appropriate action on reappointing Timothy Hunsberger to the Emergency Service District (ESD) #2 Board of Commissioners with the term commencing immediately and continuing thereafter until December 31, 2019.

30. Discuss and consider confirming the appointment of Patrick Hurley as a Pct. 3 Deputy Constable.

31. Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 6 in the amount of $7,733.00 for electrical circuit upgrades and existing plumbing leak test, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

32. Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 9 in the amount of $2,376.00 for additional framing and drywall work at the existing IT Room, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

33. Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 10 in the amount of $5,236.02 for additional IT Data outlets and associated work, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

34. Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 11 in the amount of $2,071.00 for securing existing door frames throughout building, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

35. Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 12 in the amount of $4,755.13 for relocating existing service window and associated work, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

36. Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 5 in the amount of $12,022.00 for additional concrete and handrail work necessary to complete the drive through structure as designed, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

37. Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Change Order #11 in the amount of $2,582.21 for interior signage, which was executed by Gary Wilson, Director of Williamson County Facilities, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Signage Allowance.

38. Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Change Order #38 in the amount of $12,383.00 for flooring revisions to change polished concrete areas to vinyl tile, which was executed by Gary Wilson, Director of Williamson County Facilities, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Construction Managers Contingency.

39. Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Change Order #39 in the amount of $4,872.28 for the interior signage entrance marquee, which was executed by Gary Wilson, Director of Williamson County Facilities, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Signage Allowance.

40. Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Change Order #40 in the amount of $8,560.00 for flooring revisions to change the sealed concrete areas to vinyl tile, which was executed by Gary Wilson, Director of Williamson County Facilities, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Construction Managers Contingency.

41. Discuss, consider and take appropriate action on Contract Amendment 1 under Williamson County Contract between Surveying and Mapping LLC and Williamson County dated February 9, 2015 for surveying services for Road & Bridge Division. This amendment is to increase the maximum amount payable to $375,000. The current Work Authorization dollar amount will remain the same.

42. Discuss, consider, and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Sec 6B subdivision - Pct 3

REGULAR AGENDA

43. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

44. Discuss, consider and take appropriate action to authorize the County Judge to execute a resolution approving the submittal of multiple project applications in response to the CAMPO 2019-2022 Project Call, with a commitment to contribute to the local match if a project is selected for funding. Funding Source: LRTP Funds and Bond Funds

45. Discuss, consider and take appropriate action to authorize the County Judge to execute a support letter for the City of Round Rock's applications on their Kenney Fort Blvd. Segment 2 & 3 project, University Boulevard Expansion and Gattis School Road Segment 6 projects for the CAMPO 2019-2022 Project Call.

46. Discuss, consider and take appropriate action to authorize the County Judge to execute a support letter for the City of Austin's application on their Lakeline Boulevard project for the CAMPO 2019-2022 Project Call.

47. Discuss, consider and take appropriate action to authorize the County Judge to execute a support letter for the City of Georgetown's application on their IH-35 SBFR project for the CAMPO 2019-2022 Project Call.

48. Discuss, consider, and take appropriate action regarding the closing of Parma Street and detouring traffic during road construction for the CR 110 South project, a Road Bond Project in Commissioner Pct. 4.

49. Discuss, consider and take appropriate action on a Supplemental No. 4 to the Forest North Drainage Improvements Professional Services Agreement (PSA) between Williamson County and K Friese & Associates, Inc. relating to the 2013 Road Bond Program. Project: P225. Funding Source: Road Bonds.

50. Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $275,000 from 2013 Road Non-Departmental (P290) to CR 110 South (P260).

51. Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations for Rancho Sienna Section 19, Block A, Lot 1 - Pct 3

52. Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Tack Development LTD for Star Ranch Parcel 22 - Pct 4

53. Discuss, consider and take appropriate action on Permit Modification Request, Special Waste Acceptance Plan, Williamson County Recycling and Disposal Facility (TCEQ Permit No MSW-1405B), Hutto, Williamson County, Texas.

54. Discuss, consider and take appropriate action on proposed landfill tipping fee rate increases.

55. Discuss and take appropriate action on participation by Williamson County Road Bond Program under the county's habitat conservation plan for the project area for roadway construction related to SW Bypass Segment 2.

56. Discuss, consider and take appropriate action on a Real Estate Contract with Mark and Linda Yamma for right of way needed on CR 200. (Parcel 17): Funding Source P285 Road Bonds

57. Discuss, consider and take appropriate action on a Resolution for Condemnation with Ann Pi-Yuan Yang, Yea-Ran Yang and Yea-Tyng Yang for right of way needed on the Seward Junction SE Project. (Parcel 6/6DE): Funding Source Road Bonds P271

58. Discuss, consider and take appropriate action on a Resolution for Condemnation with JBS Holdings, LP. for right of way needed on CR 278 @ Bagdad Rd. (Parcel 6): Funding Source Road Bonds P438

59. Discuss, consider and take appropriate action on a Resolution for Condemnation with Land Unlimited Inc. for right of way needed on the Seward Junction SE project. (Parcel 8): Funding Source Road Bonds P271

60. Discuss, consider and take appropriate action to set a date, time and place for a public hearing regarding proposed amendments to Appendix A- Williamson County Subdivision Platting Guidelines.

61. Discuss, consider and take appropriate action regarding acceptance of iMac computer as a donation to support shelter practices of marketing graphics and videography.

62. Discuss, consider and take appropriate action on appointment of Keith Bright to the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2018 and ending on December 31, 2019.

63. Discuss, consider and take appropriate action on appointment of Jeffrey M. Roemer to the Emergency Services District (ESD) 4 Board of Directors for a two-year term effective January 1, 2018 to December 31, 2019.

64. Discuss, consider and take appropriate action on a Second Amendment to Farm Lease between Williamson County, as Lessor, and Jerry W. Roznovak and Nadine Johnson, as Lessees, relating to farm land near the Williamson County Landfill.

65. Discuss, consider and take appropriate action on an Interlocal Cooperation Agreement between the City of Taylor and Williamson County relating to the provision of fire and police services and 911 Emergency Communications Coordination for the Valero Corporation Fuel Distribution Terminal Facility that is to be located in the City of Taylor's extraterritorial jurisdiction.

66. Discus, consider, and take appropriate action on an extension to the Interlocal Agreement between Bluebonnet Trails and Emergency Services.

67. Discuss, consider and take any appropriate action for approval of Access Agreement between Williamson County Sheriff's Office and Big Fish Entertainment LLC to be a part of "Almost Live" multi-part series including authority for Sheriff to sign same.

68. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive Competitive Sealed Proposals for Roof Reconstruction/Improvements for the Williamson County Jail/Sheriff's Office under RFCSP # 1712-207.

69. Discuss, consider and take appropriate action on approving the purchase of one (1) 2018 Ford F450 from Chastang Ford in the amount of $52,347.00 per HGAC contract # HT06-16 to support the operation of the Williamson County Parks Department.

70. Discuss, consider and take appropriate action on approving Change Order No. 1 to the PURVIS FSAS project in the amount of -$8,830.00 and authorizing execution of the Change Order Request.

71. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Transportation Corridor D Planning under RFQ # 1801-208.

72. Discuss, consider and take appropriate action on approving the purchase of (1) Arearae Pro RDK Kit, (5) Arearae Plus and related accessories from FarrWest Environmental under HGAC Contract # EP11-17 for the amount of $115,497.40 to support the operation of Williamson County Emergency Management.

73. Discuss, consider and take appropriate action on awarding RFQ # 1602-057-4 Geotechnical Engineering and Materials Testing to Kleinfelder, Inc. for Construction Materials Testing and Inspection for the Williamson County Regional Animal Shelter Project and authorizing execution of the agreement.

74. Discuss, consider and take appropriate action on approving the purchase of Correctional Kitchen Equipment in the amount of $521,660.69 from Cook's Correctional per GSA Contract # GS07F251BA to support the operation of the Williamson County Jail.

75. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Fleet Maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0882.0882.004510	Facility Repairs	4,195.00

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)."

76. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
a) Business prospect(s) that may locate or expand within Williamson County.
b) Discuss Pearson Road District.
c) Discuss North Woods Road District.
d) Project Columbus Balbo
e) Mega Site
f) Texas State Gold Depository
g) Project New World
h) Coop District Development
i) Project Amazon
j) Project Valero

77. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
A. Real Estate Owned by Third Parties
1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension
b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
c) Discuss the acquisition of real property for CR 176 at RM 2243
d) Discuss the acquisition of real property with endangered species for mitigation purposes.
e) Discuss the acquisition of real property: CR 101
f) Discuss the acquisition of real property: CR 200
g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
i) Discuss the acquisition of real property for County Facilities.
j) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
l) Discuss the acquisition of a drainage easement for CR 108.
m) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
n) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.

o) Discuss the acquisition of real property for Seward Junction SE Loop.
p) Discuss the acquisition of real property for SH 29 @ DB Wood.
q) Discuss the acquisition of real property for Hairy Man Rd.
r) Discuss the acquisition of real property for SW Bypass.
s) Discuss the acquisition of real property for Crossroad Acres.
t) Discuss proposed acquisition of real property on CR 138.
u) Discuss proposed acquisition of real property at Highland Springs Lane.
v) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
w) Discuss Cedar Hollow low water crossings and Lost River.
x) Discuss the acquisition of real property- Condra Funeral Home- Taylor, Texas
y) Discuss the acquisition of real property- S&D Plumbing- Taylor, Texas
z) Discuss the acquistiion of Real Estate for Tower Site.
B. Property or Real Estate owned by Williamson County
1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible sale of 183 A excess right of way
c) Discuss proposed sale of real estate of Blue Springs Blvd
d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.
e) Discuss wastewater easements in Berry Springs Park
f) Discuss Development Agreement with Ashby Capital Investments, LLC
g) Discuss sale of County property on Ronald Reagan Blvd.
h) Discuss abandonment of County property on CR 123.
i) Discuss possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas
j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
k) Discuss possible sale/disposition of a portion of CR 117.
l) Discuss possible sale or exchange of property to LCRA.
m) Discuss sale of property adjacent to Blue Springs Boulevard, Georgetown, Texas.
n) Discuss the Interlocal Agreement with BRA for CR 305
C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

78. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
d) Employee/personnel related matters
e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
g) County Road 241 utility and Right-of-Way Issues and matters;
h) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
j) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
l) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
m) Berry Springs Park and Preserve pipeline
n) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In

The Unites States District Court For The Western District of Texas – Austin Division.
o) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
p) Tax Increment Financing Agreement between Williamson County and the City of Hutto with respect to a proposed tax increment reinvestment zone (TIRZ) in Hutto, Teaxas.
q) Williamson County Sheriff's Office Training Center construction issues.
r) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232
t) Medical subrogation lien settlement offer related to covered person in County's health benefits plan.
u) Proposed Interlocal Agreement with ESD #2 relating to EMS Housing
v) Cause No. D-1-GN-005913, City of Cedar Park, Texas and Burleson Ranch v. Public Utility Commission of Texas, District Court of Travis County, Texas
w) Medical subrogation lien settlement related to covered person in County's health benefits plan.
x) LCRA TSC Leander-Round Rock 138-Kv Transmission Line Project within the Public Right-Of-Way (Row) of New Hope Road, Ronald Reagan Boulevard, and Hero Way
y) Amendment to Compromise Settlement Agreement and Release previously executed on October 20, 2015 pertaining to Cause No. 12-0721-C277, W. Paul Reed, et al. v. Williamson County, et al.
z) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
aa) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
bb) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.

79. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

80. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

81. Discuss and take appropriate action concerning economic development.

82. Discuss and take appropriate action concerning real estate.

83. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
d) Employee/personnel related matters
e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
g) County Road 241 utility and Right-of-Way Issues and matters;
h) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County

j) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
l) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
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q) Williamson County Sheriff's Office Training Center construction issues.
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y) Amendment to Compromise Settlement Agreement and Release previously executed on October 20, 2015 pertaining to Cause No. 12-0721-C277, W. Paul Reed, et al. v. Williamson County, et al.
z) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
aa) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
bb) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.

84. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

85. Comments from Commissioners.

_____
Dan A. Gattis, 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 _____ day of _____, 2018 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **5.**

Meeting Date: 01/09/2018

New till for new employee in Civil/Probate

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

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action to establish an additional $100 cash drawer for Civil/Probate Division of the County Clerk's office.

Background

New till for new Civil/Probate person who started already.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/27/2017 10:33 AM
Form Started By: Nancy Rister		Started On: 12/21/2017 03:18 PM
Final Approval Date: 12/27/2017		

Commissioners Court - Regular Session **6.**

Meeting Date: 01/09/2018

Justice of the Peace 4 NOV 2017 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, November 2017 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM NOV 2017

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/27/2017 10:33 AM
Form Started By: Veronica Bolander		Started On: 12/21/2017 04:09 PM
Final Approval Date: 12/27/2017		

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 Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of November, 2017.

JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

7th day of December, 2017, to certify which witness my hand and seal of office.

VERONICA BOLANDER
My Notary ID # 2676312
Expires October 7, 2019

NOTARY PUBLIC in and for the State of Texas

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 11/01/2017-11/30/2017

Date Printed: 12/7/2017
Time Printed: 3:32:07PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
COPIES	COPIES	4	10.50	10.50	10.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	3	60.00	60.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTION	EVICTION FILING FEE	64	1,375.00	1,375.00	104.48	945.52	0.00	0.00	325.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	181	780.00	780.00	31.08	664.92	0.00	0.00	84.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	82	5,110.00	5,110.00	433.75	3,556.25	0.00	0.00	1,120.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	4	100.00	100.00	25.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	10	40.00	40.00	5.00	30.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	10	1,200.00	1,200.00	150.00	900.00	0.00	0.00	150.00	0.00	0.00	0.00	0100-0000-341904

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	2	10.00	10.00	0.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	12	12.00	12.00	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	3	108.00	108.00	0.00	108.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	112	1,750.00	1,750.00	0.00	1,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
DTO	DUE TO OTHERS	1	1,848.00	1,848.00	0.00	1,848.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
EF	E-FILING STATE FEE	181	1,300.00	1,300.00	51.79	1,108.21	0.00	0.00	140.00	0.00	0.00	0.00	01-0399-0000-20802
JCPTF	JUDICIAL COURT PERSOI	181	650.00	650.00	25.90	554.10	0.00	0.00	70.00	0.00	0.00	0.00	01-0399-0000-20835
JURY FEE	JURY TRIAL FEE	1	22.00	22.00	0.00	0.00	0.00	0.00	22.00	0.00	0.00	0.00	0100-0000-341804
OCC LICENSE	OCCUPATIONAL LICENSI	1	25.00	25.00	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0100.0000.341804
TCF	TRUANT CONDUCT FEE	17	550.00	550.00	300.00	0.00	0.00	0.00	250.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY CO	TRUANCY CONTEMPT FI	8	217.00	217.00	130.00	0.00	87.00	0.00	0.00	0.00	0.00	0.00	0100-0000-351304
VSPF	VITAL STATISTICS PRESE	3	39.00	39.00	0.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0385-0000-34140

TOTALS SUMMARY	880	15,206.50	15,206.50	1,279.50	11,644.00	92.00	0.00	2,191.00	$0.00	0.00	0.00

Direct Deposit	$0.00				**HB2398**	$0.00	
Cash	$1,279.50				**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$11,644.00				**Jail Credit**	$0.00	**Over Payments** $0.00
Money Orders	$92.00						
Credit Cards :	$2,191.00	**Escrow Payments**	$0.00	**Transaction Fee** $0.00	**Non-Monetary**	$0.00	
TOTAL CURRENCY	$15,206.50	**ESCROW PAID**	$0.00	**TRAN. FEES** $0.00	**TOTAL**	$0.00	**TOTAL PAID** $0.00

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
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Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 11/01/2017-11/30/2017

Date Printed: 12/7/2017
Time Printed: 3:32:07PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		1,385.50	352.00	0.00	0.00	0.00	1,737.50
0100-0000-341904		5,040.00	1,270.00	0.00	0.00	0.00	6,310.00
0100-0000-351304		217.00	0.00	0.00	0.00	0.00	217.00
0100.0000.341804		1,750.00	25.00	0.00	0.00	0.00	1,775.00
0399-0000-208822		696.00	84.00	0.00	0.00	0.00	780.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	1,160.00	140.00	0.00	0.00	0.00	1,300.00
01-0100-0000-207009	DUE TO OTHERS	1,848.00	0.00	0.00	0.00	0.00	1,848.00
01-0369-0000-341917	TRUANT CONDUCT FEE	300.00	250.00	0.00	0.00	0.00	550.00
01-0385-0000-341402	VITAL STATISTICS PRESERVATION	39.00	0.00	0.00	0.00	0.00	39.00
01-0399-0000-208354	JUDICIAL COURT PERSONNEL TRAI	580.00	70.00	0.00	0.00	0.00	650.00
TOTALS :		13,015.50	2,191.00	0.00	0.00	0.00	15,206.50

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Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 11/01/2017-11/30/2017

Date Printed: 12/7/2017
Time Printed: 3:30:53PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	78	276.12	274.95	38.07	0.00	16.35	0.00	220.53	1.17	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	208	829.65	824.65	103.95	0.00	134.08	0.00	586.62	5.00	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	13	46.90	46.90	8.45	0.00	1.55	0.00	36.90	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	3	7.81	5.62	0.00	0.00	0.00	0.00	5.62	2.19	0.00	0.00	0100-0000-341804
CS	CHILD SAFETY	9	132.50	132.50	44.87	0.00	0.00	0.00	87.63	0.00	0.00	0.00	0100-0000-341804
DIS	DISMISSAL FEE	8	80.00	80.00	40.00	0.00	10.00	0.00	30.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	33	2,486.72	2,486.72	110.46	0.00	546.89	0.00	1,829.37	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	49	468.87	468.87	33.66	0.00	227.70	0.00	207.51	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	535	45,871.20	44,026.30	6,057.70	0.00	2,304.47	0.00	35,664.13	1,844.90	0.00	0.00	0100-0000-351304
PWF	PARKS AND WILDLIFE FINE	17	739.00	739.00	113.00	0.00	13.00	0.00	613.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	207	492.63	489.63	41.84	0.00	86.39	0.00	361.40	3.00	0.00	0.00	0100-0000-341804

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FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341914
AHPD	HUTTO POLICE DEPARTM	3	15.00	15.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	2	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	2	58.83	58.83	50.00	0.00	0.00	0.00	8.83	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	4	77.60	77.60	0.00	0.00	14.26	0.00	63.34	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	78	2,618.51	2,573.87	279.68	0.00	149.57	0.00	2,144.62	44.64	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT C	363	10,883.09	10,776.21	1,376.02	0.00	1,335.95	0.00	8,064.24	106.88	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	363	816.17	808.15	103.24	0.00	100.24	0.00	604.67	8.02	0.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	363	272.03	269.36	34.42	0.00	33.42	0.00	201.52	2.67	0.00	0.00	0361-0000-341154
COM	COMMITMENT	42	107.93	80.12	13.94	0.00	2.88	0.00	63.30	27.81	0.00	0.00	0100-0000-341804
CPWF	CEDAR PARK POLICE DEI	3	51.75	30.10	0.00	0.00	0.00	0.00	30.10	21.65	0.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	1	4.91	4.91	0.00	0.00	4.91	0.00	0.00	0.00	0.00	0.00	0365.0000.341161
CWF	WILLIAMSON COUNTY W	14	459.96	259.96	18.41	0.00	150.00	0.00	91.55	200.00	0.00	0.00	0100-0000-341804
GTWF	GEORGETOWN POLICE D	1	45.84	45.84	0.00	0.00	0.00	0.00	45.84	0.00	0.00	0.00	0100-0000-341804
HISDPD	HUTTO ISD POLICE DEPT	4	20.00	20.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	12	283.87	272.38	68.95	0.00	12.32	0.00	191.11	11.49	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	356	535.00	529.65	62.84	0.00	66.81	0.00	400.00	5.35	0.00	0.00	0399.0000.208703
JCM	JUVENILE CASE MANAGI	348	1,321.02	1,309.85	157.07	0.00	155.81	0.00	996.97	11.17	0.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	363	1,088.21	1,077.53	137.65	0.00	133.67	0.00	806.21	10.68	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	363	1,088.21	1,077.53	137.65	0.00	133.67	0.00	806.21	10.68	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	363	1,623.20	1,607.16	200.47	0.00	200.49	0.00	1,206.20	16.04	0.00	0.00	0399-0000-208352
JURPAY	JUROR PAYMENT	1	134.28	134.28	134.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0454-004002
MISC REV	MISCELLANIOUS REVENI	1	5.00	5.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	204	16.64	16.59	1.53	0.00	2.77	0.00	12.29	0.05	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	2	300.00	300.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	42	107.93	80.12	13.94	0.00	2.88	0.00	63.30	27.81	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DI	1	19.04	19.04	0.00	0.00	0.00	0.00	19.04	0.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	2	100.00	100.00	50.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	207	4,926.01	4,896.01	418.41	0.00	863.87	0.00	3,613.73	30.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	12	30.20	30.20	4.60	0.00	0.00	0.00	25.60	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	38	136.13	136.13	12.44	0.00	0.65	0.00	123.04	0.00	0.00	0.00	0100-0000-341914
TP	TIME PAYMENT	112	1,541.04	1,474.24	150.91	0.00	75.36	0.00	1,247.97	66.80	0.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	326	503.07	501.07	59.95	0.00	59.49	0.00	381.63	2.00	0.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	1	33.30	33.30	33.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	31	1,606.20	1,606.20	0.00	0.00	203.08	0.00	1,403.12	0.00	0.00	0.00	0100-0000-207027

Detailed report has been sent to Auditor's Office.

TOTALS SUMMARY	5189	83,266.37	80,806.37	10,116.70	1,000.00	7,347.53	0.00	62,342.14	$2,460.00	0.00	0.00

Direct Deposit	$0.00			**HB2398**	$0.00	
Cash	$10,116.70			**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$1,000.00			**Jail Credit**	$2,460.00	**Over Payments** $0.00
Money Orders	$7,347.53					
Credit Cards :	$62,342.14	**Escrow Payments**	$0.00	**Transaction Fee** $0.00	**Non-Monetary**	$0.00

TOTAL CURRENCY	$80,806.37	**ESCROW PAID**	$0.00	**TRAN. FEES**	$0.00	**TOTAL**	$2,460.00	**TOTAL PAID**	$0.00

Detailed report has been sent to Auditor's Office.

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Williamson County Justice of the Peace, Pct. 4
By Date 11/01/2017-11/30/2017

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Time Printed: 3:30:53PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		1,000.00	0.00	0.00	0.00	0.00	1,000.00
0100-0000-209600		126.00	613.00	0.00	0.00	0.00	739.00
0100-0000-341804		905.50	1,501.93	295.12	0.00	0.00	2,702.55
0100-0000-341911		50.00	8.83	0.00	0.00	0.00	58.83
0100-0000-341913		14.26	63.34	0.00	0.00	0.00	77.60
0100-0000-341914		451.94	2,293.26	44.64	0.00	0.00	2,789.84
0100-0000-351304		8,362.17	35,664.13	1,844.90	0.00	0.00	45,871.20
0100-0000-370500		5.00	0.00	0.00	0.00	0.00	5.00
0360-0000-341150		203.48	604.67	8.02	0.00	0.00	816.17
0361-0000-341154		67.84	201.52	2.67	0.00	0.00	272.03
0365.0000.341161		4.91	0.00	0.00	0.00	0.00	4.91
0372-0000-341144		271.32	806.21	10.68	0.00	0.00	1,088.21
0399-0000-208160		2,711.97	8,064.24	106.88	0.00	0.00	10,883.09
0399-0000-208235		271.32	806.21	10.68	0.00	0.00	1,088.21
0399-0000-208352		400.96	1,206.20	16.04	0.00	0.00	1,623.20
0399-0000-208400		248.03	623.52	5.00	0.00	0.00	876.55
0399-0000-208425		1,282.28	3,613.73	30.00	0.00	0.00	4,926.01
0399-0000-208850		300.00	0.00	0.00	0.00	0.00	300.00
0399-0000-208860		226.27	1,247.97	66.80	0.00	0.00	1,541.04
0399.0000.208703		129.65	400.00	5.35	0.00	0.00	535.00
0399-0000-208415		4.30	12.29	0.05	0.00	0.00	16.64
0100-0000-207027		203.08	1,403.12	0.00	0.00	0.00	1,606.20
01.0100.0000.207017	DLQ FEE	657.35	1,829.37	0.00	0.00	0.00	2,486.72
0103690000370000	JUVENILE CASE MANAGER FUND	312.88	996.97	11.17	0.00	0.00	1,321.02
0100-0454-004002	JUROR PAYMENT	134.28	0.00	0.00	0.00	0.00	134.28
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	119.44	381.63	2.00	0.00	0.00	503.07
TOTALS :		18,464.23	62,342.14	2,460.00	0.00	0.00	83,266.37

Detailed report has been sent to Auditor's Office.

Commissioners Court - Regular Session **7.**

Meeting Date: 01/09/2018

Property Tax Refunds - Over $2,500.00 - November 2017

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Consider approving property tax refunds over $2,500.00 for the month of November 2017 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

110117-113017 Refunds over $2,500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/27/2017 10:33 AM
Form Started By: Cathy Atkinson		Started On: 12/22/2017 04:57 PM
Final Approval Date: 12/27/2017		

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: December 22, 2017

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of $2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office and Mailing Address:
904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

Property Tax
Account QuickReport
As of November 30, 2017

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	11/03/2017	63792	EARGLE, JAMES	R460790 - Overpayment	-6,556.66
Check	11/03/2017	63886	OCWEN LOAN SERVICING LLC	R059919 - Overpayment	-31,048.20
Check	11/03/2017	63896	INDEPENDENCE TITLE COMPANY	Multiple Accounts - Overpayments	-4,639.47
Check	11/03/2017	63927	MAVRONICLES, SHERRIE OR LINDA	R455611 - Escrow Refund	-4,764.43
Check	11/03/2017	63928	MARGARET ANN SCOTT	R391204 - Double payment	-4,432.98
Check	11/14/2017	63949	NADAV FRIEDMANN	R358985 - Double payment	-7,547.98
Check	11/20/2017	63963	LARKSPUR COMMUNITY DEVELOPMENT INC	R560860 - Overpayment	-2,829.72
Check	11/20/2017	63965	GRAYSTONE TITLE COMPANY LLC	R032250 - Overpayment	-107,286.62
Check	11/29/2017	63969	ERLER, DONALD J & CYNTHIA W	R368802 - Escrow Refund	-4,565.75
Total Refunds Payable - Taxpayers					-173,671.81
TOTAL					**-173,671.81**

Commissioners Court - Regular Session **8.**

Meeting Date: 01/09/2018

Property Tax Collections - November 2017

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Consider approving property tax collections for the month of November 2017 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

110117-113017 GWI-RFM

110117-113017 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/27/2017 10:33 AM
Form Started By: Cathy Atkinson		Started On: 12/22/2017 05:04 PM
Final Approval Date: 12/27/2017		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
November 30, 2017

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
2017	$244,690,088.70	$424,223.73	$245,114,312.43	$10,806,685.31	$0.00	($3.86)	$225,521,733.43	$19,592,579.00	7.99%	7.99%	8.14%
2016 & Prior	$1,986,312.80	($68,348.94)	$1,917,963.86	$24,448.32	$17,331.99	$528.35	$1,766,799.48	$151,164.38	7.88%	10.59%	
Rollbacks	$288,563.47	$527,568.77	$816,132.24	$64,218.16	$0.00	$0.00	$667,191.50	$148,940.74	18.25%	18.25%	
Total All	$246,964,964.97	$883,443.56	$247,848,408.53	$10,895,351.79	$17,331.99	$524.49	$227,955,724.41	$19,892,684.12	8.03%	8.05%	

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
2017	$22,761,673.50	$41,162.52	$22,802,836.02	$1,005,322.67	$0.00	($1.49)	$20,980,798.13	$1,822,037.89	7.99%	7.99%	8.13%
2016 & Prior	$168,664.29	($5,686.62)	$162,977.67	$2,733.14	$1,575.01	$47.67	$148,689.79	$14,287.88	8.77%	11.63%	
Rollbacks	$25,120.98	$46,616.17	$71,737.15	$5,608.13	$0.00	$0.00	$58,668.89	$13,068.26	18.22%	18.22%	
Total All	$22,955,458.77	$82,092.07	$23,037,550.84	$1,013,663.94	$1,575.01	$46.18	$21,188,156.81	$1,849,394.03	8.03%	8.05%	

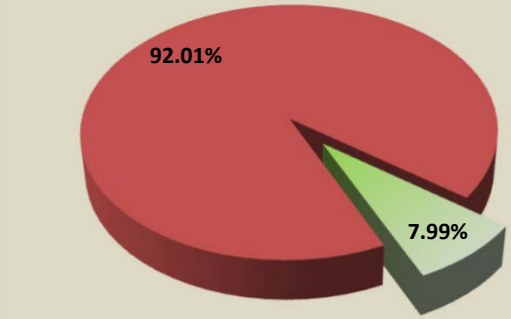
2017 COMBINED MONTHLY BREAKDOWN

Oct-17	$269,920,423.74	$553,492.70	$270,473,916.44	$9,831,927.33	$37,739.92	$564.42	$260,641,424.69	$9,832,491.75
Nov-17	$270,473,916.44	$412,042.93	$270,885,959.37	$11,909,015.73	$18,907.00	$570.67	$249,143,881.22	$21,742,078.15

Year to Date Collection Report
October 1 - November 30, 2017

YTD Collected YTD Uncollected

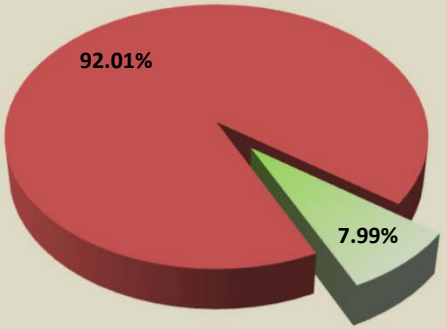
GWI



Year to Date Collection Report
October 1 - November 30, 2017

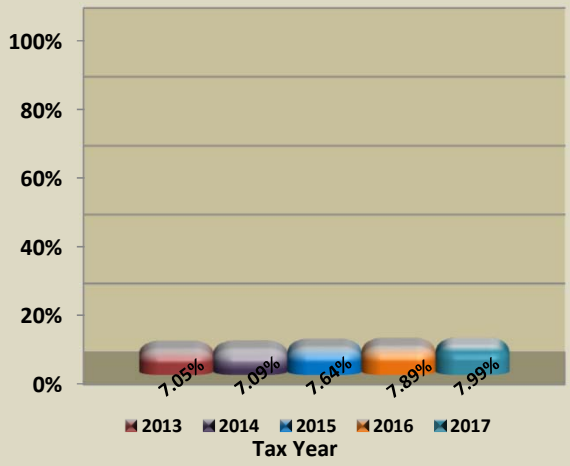
YTD Collected YTD Uncollected

RFM



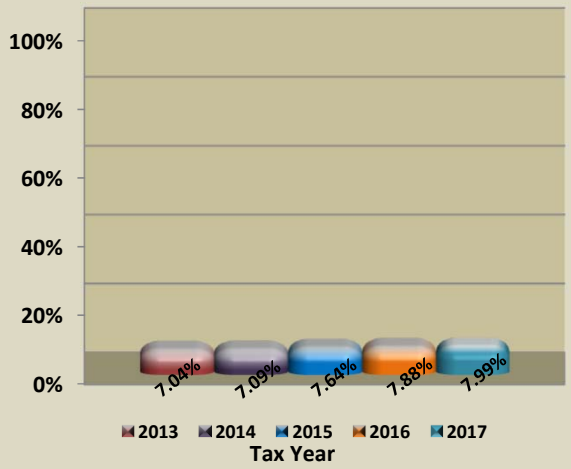
Percent of Roll Collected Comparison
November 2013-2017

GWI



Percent of Roll Collected Comparison
November 2013-2017

RFM



Commissioners Court - Regular Session **9.**

Meeting Date: 01/09/2018

November 2017 Treasurers Report

Submitted For: David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for November 2017 pursuant to Texas Local Government Code §114.026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TR Report 11-17

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/27/2017 10:33 AM
Form Started By: David Heselmeyer		Started On: 12/27/2017 09:07 AM
Final Approval Date: 12/27/2017		

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF D. SCOTT HESELMEYER
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
JANUARY TERM 2018

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the ____ day of January, 2018, at the Regular term of Court, we compared and examined the monthly report of D. SCOTT HESELMEYER, Treasurer of Williamson County, Texas, for **November 2017**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as $388,536,862.53.

_____
Dan A. Gattis, County Judge

_____
Terry Cook, Commissioner Pct. 1

_____
Cynthia Long, Commissioner Pct. 2

_____
Valerie Covey, Commissioner Pct. 3

_____
Larry Madsen, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____day _____, A.D., 2018.

_____
Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

_____
By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements - Summary
Current Period: NOV-17

Currency: USD
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash	(1,799,188.56)	90,244,915.89	87,829,804.82	615,922.51
Investments - TexPool	41,359,861.69	8,569,609.25	4,524,737.20	45,404,733.74
Investments	231,734,979.13	16,990,381.87	9,501,332.37	239,224,028.63
Investments - Logic	117,916,126.64	13,283,191.38	31,366,281.33	99,833,036.69
Total General Operating	389,211,778.90	129,088,098.39	133,222,155.72	385,077,721.57
Payroll Fund				
Cash	1,603,138.66	12,485,169.47	12,460,719.35	1,627,588.78
Total Payroll Fund	1,603,138.66	12,485,169.47	12,460,719.35	1,627,588.78
SO Commissary Fund				
Cash	295,867.12	20,686.74		316,553.86
Investments - Texpool	1,513,691.28	1,307.04		1,514,998.32
Total SO Commissary Fund	1,809,558.40	21,993.78		1,831,552.18
Grand Total	392,624,475.96	141,595,261.64	145,682,875.07	388,536,862.53

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: NOV-17

Currency: USD
Entity=01 (Williamson County)

Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0100 GENERAL FUND	(3,746,435.97)	53,020,169.90	51,925,036.40	(2,651,302.47)
101000	0200 ROAD & BRIDGE GENERAL FUND	(5,632,241.71)	3,136,030.03	2,919,533.49	(5,415,745.17)
101000	0205 RD & BRIDGE SPECIAL PROJECTS	(8,175.30)			(8,175.30)
101000	0231 CAMPO PERSONNEL FUND	(377,648.78)		129,509.78	(507,158.56)
101000	0250 PASS THRU FUNDING PROGRAM	1,097,647.86			1,097,647.86
101000	0313 WM-CITY OF HUTTO & HUTTO ISD	208,256.17		150,000.00	58,256.17
101000	0340 TOBACCO FUND	278,830.69			278,830.69
101000	0350 LAW LIBRARY FUND	87,300.26	33,829.10	20,004.39	101,124.97
101000	0353 JP #3 TEEN COURT PROGRAM	501.38	3,055.40	1,610.80	1,945.98
101000	0355 COURT REPORTER SERVICE FUND	130,196.99	17,739.58	17,257.29	130,679.28
101000	0360 COURTHOUSE SECURITY FUND	132,769.49	31,701.14	27,339.12	137,131.51
101000	0361 JP SECURITY FUND	136,936.64	1,825.80	3,193.90	135,568.54
101000	0364 PRETRIAL PREVENTION PROGRAMS	19,800.00	34,920.00	34,200.00	20,520.00
101000	0365 CHILD SAFETY FUND	360,248.76	90,153.47	112,812.14	337,590.09
101000	0366 CHILD ABUSE PREVENTION FUND	398.41			398.41
101000	0367 JP #3 TRUANCY PROGRAM FD	111,569.48	5,392.44	7,180.65	109,781.27
101000	0368 JP #2 TRUANCY PROGRAM FD	75,491.40	543.04	271.52	75,762.92
101000	0369 JP #4 TRUANCY PROGRAM FD	104,416.78	3,004.56	3,521.35	103,899.99
101000	0370 ALTERNATE DISPUTE RESOLUTION FUND	89,265.19	3,191.44	1,595.72	90,860.91
101000	0371 JUV DELIQ PREV FD-GRAFFITI	8,169.67			8,169.67
101000	0372 JUSTICE COURT TECHNOLOGY FUND	(49,300.29)	10,399.50	12,435.05	(51,335.84)
101000	0373 JP #1 TRUANCY PROGRAM FD	30,163.70	607.14	303.57	30,467.27
101000	0374 CTY & DIST CT TECHNOLOGY FUND	84,182.26	1,379.40	3,526.63	82,035.03
101000	0375 ELECTION SRVS CONTRACT FD	64,713.76	30,000.00	47,207.21	47,506.55
101000	0376 SURPLUS ELECTIONS CONTRACT FUND	367,718.26			367,718.26
101000	0378 ELECTION HAVA - TITLE II	744,535.71			744,535.71
101000	0380 PROBATE COURT FUND	51,140.84	1,088.00	544.00	51,684.84
101000	0381 GUARDIANSHIP FUND	125,802.06	4,351.96	2,175.98	127,978.04
101000	0382 SPECIALITY COURTS FUND	144,787.52	2,198.00	2,975.94	144,009.58
101000	0384 RCDS ARCHIVE FUND - CO CLERK	453,912.25	94,160.00	69,155.43	478,916.82
101000	0385 RCDS MGMT/PRSRV FD-CO CLRK	849,422.82	197,166.77	139,198.00	907,391.59
101000	0386 RCDS MGMT/PRSRV FD-DIST CLRK	206,049.78	4,239.80	2,390.03	207,899.55
101000	0387 RCDS TECHNOLOGY FUND-DIST CLK	308,638.64	8,456.72	5,739.18	311,356.18
101000	0388 COURT RCDS PRESERVATION FUND	556,232.80	12,233.80	6,116.90	562,349.70
101000	0390 RCDS MGMT/PRSRV FD-CO WIDE	178,506.27	10,721.08	6,658.68	182,568.67
101000	0399 STATE AGENCY FUND	268,147.60	400,876.06	200,617.13	468,406.53
101000	0406 CO ATTY HOT CHECK FUND		1,816.72	908.36	908.36
101000	0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000	0408 D/A ASSET FORFEITURES	148,893.36	48,257.88	26,982.78	170,168.46
101000	0410 CO SHRF ASSET FORFEITURES	537,626.79	58,500.60	51,658.50	544,468.89
101000	0490 EMPLOYEE FUND	62,620.59	18.00	82.88	62,555.71
101000	0503 OUT OF ST/ICE INMATE BILL FD		2,994,188.50	2,994,188.50	
101000	0507 WC RADIO COMMUNICATION SYSTEM	289,641.96	232,679.81	82,244.31	440,077.46
101000	0508 WMSN CO CONSERVATION FUND	187,097.21		29,770.35	157,326.86
101000	0515 APPELLATE JUDICIAL SYS FD	3,543.24	5,607.18	6,346.83	2,803.59
101000	0545 REGIONAL ANIMAL SHELTER	(252,523.85)	41,010.69	132,886.73	(344,399.89)
101000	0546 REG ANIMAL SHELTER DONATION FUND	547,488.55	64,169.22	45,586.79	566,070.98
101000	0571 JJAEP TIER II FUNDING	361,743.56		5,778.17	355,965.39

Currency: USD
Entity=01 (Williamson County)

Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0600 DEBT SERVICE-COUNTY WIDE	434,049.13	9,304,767.82	8,877,655.06	861,161.89
101000	0636 WC HISTORICAL COMMISSION PROGRAM FUND	6,527.30		5.00	6,522.30
101000	0777 CAPITAL PROJECTS FUND	482,910.51	14,328,426.49	14,348,390.42	462,946.58
101000	0831 831 CAMPO OPERATING	(1,230,959.05)	1,853,858.58	1,061,073.61	(438,174.08)
101000	0852 AVERY RANCH FUND	6,110.67	122,491.42	112,073.90	16,528.19
101000	0854 PEARSON PLACE RD DIST DEBT SERVICE FUND		17,150.18	15,786.55	1,363.63
101000	0856 NORTHWOODS RD DIST DEBT SERVICE FUND		52,630.34	45,212.62	7,417.72
101000	0875 SO COMMISSARY FUND	295,867.12	20,686.74		316,553.86
101000	0880 PAYROLL FUND	1,603,138.66	12,485,169.47	12,460,719.35	1,627,588.78
101000	0882 FLEET MAINTENANCE	906,677.34	294,512.33	200,079.82	1,001,109.85
101000	0885 WSMN CO BENEFITS FUND	(592,539.56)	2,193,300.13	2,643,143.63	(1,042,383.06)
101000	0888 FIDUCIARY FUNDS	100,000.00			100,000.00
101000	0999 INDIRECT PROJECTS/GRANTS FD	(1,261,386.20)	1,472,095.87	1,297,839.73	(1,087,130.06)
Total Cash		99,817.22	102,750,772.10	100,290,524.17	2,560,065.15
151000	0100 GENERAL FUND	1,170.89	321.85		1,492.74
151000	0200 ROAD & BRIDGE GENERAL FUND	24,787.86	21.40		24,809.26
151000	0340 TOBACCO FUND	8,521.98	1.92	8,523.90	
151000	0350 LAW LIBRARY FUND	304,647.58	263.09		304,910.67
151000	0355 COURT REPORTER SERVICE FUND	1,099,615.90	949.52		1,100,565.42
151000	0360 COURTHOUSE SECURITY FUND	129,176.20	111.54		129,287.74
151000	0365 CHILD SAFETY FUND	366,264.65	315.94	320.65	366,259.94
151000	0370 ALTERNATE DISPUTE RESOLUTION FUND	222,648.78	192.26		222,841.04
151000	0372 JUSTICE COURT TECHNOLOGY FUND	467,481.71	403.66		467,885.37
151000	0384 RCDS ARCHIVE FUND - CO CLERK	1,928,848.32	1,665.54		1,930,513.86
151000	0385 RCDS MGMT/PRSRV FD-CO CLRK	1,899,236.16	1,639.95		1,900,876.11
151000	0390 RCDS MGMT/PRSRV FD-CO WIDE	429,120.28	370.54		429,490.82
151000	0408 D/A ASSET FORFEITURES	124,311.32	107.33		124,418.65
151000	0410 CO SHRF ASSET FORFEITURES	358,689.57	309.73		358,999.30
151000	0875 SO COMMISSARY FUND	1,513,691.28	1,307.04		1,514,998.32
151100	0100 GENERAL FUND	2,347,395.28	4,231,605.57	4,287,224.34	2,291,776.51
151100	0200 ROAD & BRIDGE GENERAL FUND	11,634,922.89	25,395.14		11,660,318.03
151100	0310 WM-FUTURE ENVIRONMENTAL LIAB	25,277.47	26.66		25,304.13
151100	0311 WM-MASTER SITE DEVELOPMENT	690,440.44	727.91		691,168.35
151100	0312 WM-COMMUNITY REC FACILITY	498,788.47	525.80		499,314.27
151100	0340 TOBACCO FUND	1,251,829.63	9,850.18		1,261,679.81
151100	0508 WMSN CO CONSERVATION FUND	900,134.33	948.95		901,083.28
151100	0600 DEBT SERVICE-COUNTY WIDE	9,208,214.60	4,235,399.29		13,443,613.89
151100	0852 AVERY RANCH FUND	421,109.04	51,299.03		472,408.07
151100	0885 WSMN CO BENEFITS FUND	3,232,357.19	3,407.52		3,235,764.71
151161	0777 CAPITAL PROJECTS FUND	405,138.78	427.09		405,565.87
151162	0777 CAPITAL PROJECTS FUND	3,379,732.37	3,321.84	228,668.31	3,154,385.90
Total TexPool/TexPool Prime		42,873,552.97	8,570,916.29	4,524,737.20	46,919,732.06
152000	0100 GENERAL FUND	64,873,550.74	11,947,865.56	4,501,275.19	72,320,141.11

Currency: USD
Entity=01 (Williamson County)

Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
152000	0200 ROAD & BRIDGE GENERAL FUND	15,988,148.85	6,293.93		15,994,442.78
152000	0250 PASS THRU FUNDING PROGRAM	31,098,839.42	11,853.95		31,110,693.37
152000	0310 WM-FUTURE ENVIRONMENTAL LIAB	1,498,250.00	1,750.00		1,500,000.00
152000	0340 TOBACCO FUND	2,000,415.62		57.18	2,000,358.44
152000	0508 WMSN CO CONSERVATION FUND	2,490,963.35	1,753.12		2,492,716.47
152180	0777 CAPITAL PROJECTS FUND	86,832,063.77	33,683.52		86,865,747.29
152181	0777 CAPITAL PROJECTS FUND	9,973,912.50	4,976,816.65	5,000,000.00	9,950,729.15
152182	0777 CAPITAL PROJECTS FUND	16,978,834.88	10,365.14		16,989,200.02
Total Investments		231,734,979.13	16,990,381.87	9,501,332.37	239,224,028.63
153500	0100 GENERAL FUND	32,596,249.34	13,124,836.09	24,569,831.92	21,151,253.51
153500	0250 PASS THRU FUNDING PROGRAM	3,602,515.54	3,823.53		3,606,339.07
153500	0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	1,002,707.25	8,066.25		1,010,773.50
153500	0855 NORTHWOODS RD DIST OPERATING FUND	8,811,757.93	9,352.37		8,821,110.30
153500	0856 NORTHWOODS RD DIST DEBT SERVICE FUND	16,819.26	18,497.49		35,316.75
153780	0777 CAPITAL PROJECTS FUND	28,802,477.69	26,482.95	4,750,122.18	24,078,838.46
153781	0777 CAPITAL PROJECTS FUND	17,037,820.23	52,658.26	288,459.28	16,802,019.21
153782	0777 CAPITAL PROJECTS FUND	26,045,779.40	39,474.44	1,757,867.95	24,327,385.89
Total Logic		117,916,126.64	13,283,191.38	31,366,281.33	99,833,036.69
Grand Total		392,624,475.96	141,595,261.64	145,682,875.07	388,536,862.53

Commissioners Court - Regular Session **10.**

Meeting Date: 01/09/2018

Appointment of Judge Laura Barker to Williamson County Bail Bond Board

Submitted For: David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on appointing Judge Laura Barker as the County Court at Law representative to the Williamson County Bail Bond Board for calendar year 2018 in accordance with Section 1704.053(3) of the Texas Occupations Code and in accordance with the Williamson County Bail Bond Board Rules.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Memo RE Appt

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/27/2017 10:33 AM
Form Started By: David Heselmeyer		Started On: 12/27/2017 09:27 AM
Final Approval Date: 12/27/2017		

December 27, 2017

MEMORANDUM

TO: Williamson County Commissioners' Court

FROM: D. Scott Heselmeyer, County Treasurer and Secretary, Williamson County Bail Bond Board

RE: County Court at Law Representative to Williamson County Bail Bond Board

D. Scott Heselmeyer
County Treasurer

The Williamson County Bail Bond Board is established under Chapter 1704 of the Texas Occupations Code. The Board consists of up to 13 members, appointed in various ways, as designated by the statute. Section 1704.053(4) states that one of the Board members should be:

> "A judge of a county court at law in the county having jurisdiction over criminal matters and designated by the commissioners court or a designee of the judge who is approved by the commissioners court."

Williamson County Bail Bond Board Rule 106(D) states that "prior to the January elections [of Board officers], the current Secretary shall, by letter, request the appropriate authority to designate in writing the person who shall serve as a Board member for the succeeding calendar year."

For 2017, Judge John McMaster served as the county court at law representative on the Board. In consulting with Judge McMaster about a re-appointment for 2018, Judge McMaster pointed out that, while he does have jurisdiction over criminal matters, his court currently does not handle criminal matters. Therefore, after further consultation with the other county court at law judges, Judge McMaster has suggested that Judge Laura Barker serve on the Board for 2018.

Accordingly, as Secretary of the Williamson County Bail Bond Board, I am recommending that the Commissioners' Court appoint Judge Laura Barker as the county court at law representative to the Williamson County Bail Bond Board for calendar year 2018.

WILLIAMSON COUNTY
Phone 512.943.1540 Fax 512.943.1590
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session **11.**

Meeting Date: 01/09/2018

Acceptance of boat for AS

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding acceptance of donation to the Williamson County Animal Shelter of a 2005 Sabre Bass Cat Boat from Deborah Lea Thomas pursuant to Tex. Loc. Gov't Code § 81.032.

Background

Donation has been made with the intent to direct sale proceeds to Animal Shelter funds. Estimated value per NADA ranges from $8,955 to $10,210 dependent on condition. Boat will be placed for auction through standard County procedures.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/04/2018 10:22 AM
Purchasing (Originator)	Randy Barker	01/04/2018 11:14 AM
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 11:45 AM
Form Started By: Jayme Jasso		Started On: 01/04/2018 08:57 AM
Final Approval Date: 01/04/2018		

Commissioners Court - Regular Session **12.**

Meeting Date: 01/09/2018

Correction of vehicle year

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the correction of county records for a 1997 Ford F800 to a 1998 Ford F800 so that this vehicle may be auctioned.

Background

This vehicle was listed incorrectly on our county records as a year 1997 instead of a 1998.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1998 Ford correction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/04/2018 10:21 AM
Purchasing (Originator)	Randy Barker	01/04/2018 11:15 AM
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 11:45 AM
Form Started By: Jayme Jasso		Started On: 01/04/2018 09:02 AM
Final Approval Date: 01/04/2018		

Upon sale of this vehicle, the purchaser must apply for a new title unless the vehicle was purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.

WILLIAMSON COUNTY
ATTN COUNTY AUDITOR
301 S E INNER LOOP
SUITE 106
GEORGETOWN, TX 78626

DETACH HERE

TEXAS CERTIFICATE OF TITLE

Texas Department of Transportation

CERTIFIED COPY

VEHICLE TITLES AND REGISTRATION DIVISION
5606121

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE OF VEHICLE	BODY STYLE
1FDXF80C5WVA08379	1998	FORD	TN

TITLE/DOCUMENT NUMBER: 29121035620162418
ORIGINAL TITLE DATE: 07/12/1997

MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER	CERTIFIED COPY DATE
	6	33000	795006	07/26/2005

PREVIOUS OWNER
COOPER EQUIPMENT COMPANY SAN ANTONIO, TX

ODOMETER READING
EXEMPT

OWNER
WILLIAMSON COUNTY
710 S MAIN STE 303
GEORGETOWN, TX 78626

REMARK(S)
DIESEL
EXEMPT

X Kevin Mauck
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

WARNING:
THIS IS A REPLACEMENT CERTIFICATE OF TITLE AND MAY BE SUBJECT TO THE RIGHTS OF A PERSON UNDER THE ORIGINAL CERTIFICATE. ANY PURCHASER OR LIENHOLDER MAY REQUIRE THE SELLER TO GUARANTEE AGAINST ANY LOSS CLAIMED UPON THE PRESENTATION OF THE ORIGINAL CERTIFICATE OF TITLE.

DATE OF LIEN — 1ST LIENHOLDER

1ST LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

DATE OF LIEN — 2ND LIENHOLDER

2ND LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

DATE OF LIEN — 3RD LIENHOLDER

3RD LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

SIGNATURE _____ DATE

SIGNATURE _____ DATE

SIGNATURE _____ DATE

FORM 30-CCO REV. 1/2002

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

If you would like to protect yourself from liability for certain acts carried out by the purchaser of this vehicle prior to a new title being issued in the purchaser's name, submit Form VTR-346 to TxDOT.

FORM VTR-346 may be obtained from any of the following:

- your local County Tax Assessor-Collector's Office
- a Vehicle Titles and Registration Division Regional Office
- by accessing TxDOT's Web site (http://www.dot.state.tx.us)
- by calling TxDOT's Fax Reply number (1-888-232-7033)

WHEN VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE, CURRENT LICENSE RECEIPT, AND SIGNED APPLICATION FOR TITLE (FORM 130-U) INDICATING SALES PRICE TO THE PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 20 WORKING DAYS TO AVOID $10 PENALTY.

▶ **FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.**

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

▶ _____ ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale _____

Signature of Seller/Agent _____ Printed Name (same as signature) _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent _____ Printed Name (same as signature) _____

FIRST REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

▶ _____ ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale _____ Dealer No. _____

Dealer's Name _____

Agent's Signature _____ Printed Name (same as signature) _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent _____ Printed Name (same as signature) _____

SECOND REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

▶ _____ ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale _____ Dealer No. _____

Dealer's Name _____

Agent's Signature _____ Printed Name (same as signature) _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent _____ Printed Name (same as signature) _____

THIRD REASSIGNMENT DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

▶ _____ ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale _____ Dealer No. _____

Dealer's Name _____

Agent's Signature _____ Printed Name (same as signature) _____

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent _____ Printed Name (same as signature) _____

LIEN

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE:

1ST LIEN IN FAVOR OF (NAME & ADDRESS) _____

Commissioners Court - Regular Session **13.**

Meeting Date: 01/09/2018

Asset Auction 1/9/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) 2013 Chevy Tahoe, (1) 2008 Chevy Impala and (1) 1990 utility trailer (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vehicle 1

Vehicle 2

Vehicle 3

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/04/2018 11:16 AM
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 11:45 AM
Form Started By: Jayme Jasso		Started On: 01/04/2018 09:12 AM
Final Approval Date: 01/04/2018		

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E03DR258532
Equipment/Door Number	SB1324
License Plate	1148486
Year	2013
Make	CHEVROLET
Model	TAHOE
Comments	103,999 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Hoby Smith 11/2/2017 11:44 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 11/21/2017 7:56 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 11/21/2017 4:35 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 12/29/2017 9:51 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 1/3/2018 9:47 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	ACCIDENT: see comments
Department	341 - Mobile Outreach
County VIN/Serial Number	2G1WB58K089241459
Equipment/Door Number	MA0840
License Plate	1218134
Year	2008
Make	CHEVROLET
Model	IMPALA
Comments	Vehicle totaled. No longer operational.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Annie Burwell 10/31/2017 4:21 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Totaled vehicle. Vehicle will be sold at auction with a salvage title.
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/8/2017 2:15 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✗
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	Salvage Title
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/28/2017 4:45 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 1/3/2018 9:42 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	168FS1629LT000804
Equipment/Door Number	UF9024
License Plate	9065047
Year	1990
Make	SHOP BUILT
Model	UTILITY TRAILER
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 11/13/2017 2:56 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Shop Built, No Title for this unit
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/20/2017 3:31 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/20/2017 4:10 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/27/2017 9:16 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 1/3/2018 9:35 AM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session **14.**

Meeting Date: 01/09/2018

Asset Transfer Monthly 1/9/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on acknowledging the Purchasing Department's monthly report of asset inter-departmental transfers through the period of Dec.5th 2017 through Jan.4th 2018.

Background

Please see the attached list which shows all assets for inter-departmental transfer for the period of Dec. 5th until Jan. 4th 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfers 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/04/2018 11:29 AM
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 11:45 AM
Form Started By: Jayme Jasso		Started On: 01/04/2018 10:33 AM
Final Approval Date: 01/04/2018		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ✓ TRANSFER bet ween county departments
- ○ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	file cabinet			
6	chairs			

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Tony Hill
Print Name

Signature

9-26-17
Date

Contact Person:

Tony Hill
Print Name

943-3314
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Parks

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

RANDY BELL
Print Name

X Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED
NOV 29 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- (•) TRANSFER bet ween county departments
- ( ) SALE at the earliest auction *
- ( ) TRADE-IN for new assets of similar type for the county
- ( ) DONATION to a non-county entity
- ( ) DESTRUCTION due to Public Health / Safety
- ( ) SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Office Chair	EL4300 (091224)	None	Working

Parties involved:

FROM (Transferor Department): 0439 (395th District Court)

Transferor - Elected Official/Department Head/ Authorized Staff:

Judge Ryan D. Larson
Print Name

Signature Date

Contact Person:

Glenda Poulos
Print Name

+1 (512) 943-1395
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): 0426 (County Court at Law 1)

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Judge Suzanne Brooks
Print Name

Signature Date

Contact Person:

Fernanda Munoz
Print Name

+1 (512) 943-1200
Phone Number

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DEC - 5 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda Item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- (•) TRANSFER bet ween county departments
- ( ) SALE at the earliest auction *
- ( ) TRADE-IN for new assets of similar type for the county
- ( ) DONATION to a non-county entity
- ( ) DESTRUCTION due to Public Health / Safety
- ( ) SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	6 shelf metal filing cabinet			Working
1	5 shelf metal filing cabinet			Working

Parties involved:

FROM (Transferor Department): County Attorney

Transferor - Elected Official/Department Head/ Authorized Staff:

Dee Hobbs
Print Name

Dee Hobbs Jr.
Signature

December 19, 2017
Date

Contact Person:

Stephanie Lloyd
Print Name

943-1116
Phone Number

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DEC 21 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

TO (Transferee Department/Auction/Trade-in/Donee): County Clerk

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Nancy Rister
Print Name

Nancy E. Rister
Signature

12-19-17
Date

Contact Person:

Brad Weems
Print Name

512-943-1151
Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Commissioners Court - Regular Session **15.**

Meeting Date: 01/09/2018

Asset Auction 1/9/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (please see attached lists with technology items) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset auction 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/04/2018 11:58 AM
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 11:58 AM
Form Started By: Jayme Jasso		Started On: 01/04/2018 11:44 AM
Final Approval Date: 01/04/2018		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	SEE ATTACHED LIST			

Parties involved:

FROM (Transferor Department): TECHNOLOGY SERVICES

Transferor - Elected Official/Department Head/ Authorized Staff:

TAMMY MCCULLEY
Print Name

Signature Date

Contact Person:

HOLLY SHELL
Print Name

+1 (512) 943-1426
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): AUCTION

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature Date

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Contact Person:

TONY HILL
Print Name

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

41-TRACKERS-MODEL#753334X1RGPS12

(SERIAL #'S-X6132200101, 6133100099, 6131800230, 6133100159, 6131800209, 6131800073, 6131800220, 6131800150, 411170136, 6132200016, 6131800240, 6132600293, 6132600247, 6131800193, 6131800145, 6131800157, 6132200098, 61322009237, 6130700262, 6133100041, 6132200094, 61318000127, 6131800037, 6132200301, 6124300189. 6133100026, 6133100147, 411171607, 6132200303, 6132200227, 6132200097, 6133100227, 6131800146, 6131800344, 411170070, 6133100195, 6132200337, 6132200022, 6133100347, 411170475, 411170228

1-MONITOR STAND

TROPPLITE SMARTPRO UPS (#F02442473)

1-DELL OPTIPLEX 3010 (#2F5QXV1)

1-DELL POWEREDGE 2950 (#9ZYMWC1)

2-BROCADE ICX 6450-48P (#BZT3241K071, #BZT2546H7LB)

2-IBM 249824E (#10325FR, #10325FL)

1-DELL EPORT PLUS II PRO02X (#N035RXK)

~~4-LAPTOP BAG~~

1-APC SMART UPS 1500 (#SMT1500)

1-DELL UPS 1920W (P/N#J716N)

1-F5 NETWORK N0284

1-CISCO ASA5520 (#JMX1117L0FF)

1-DELL POWERCONNECT 5224 (#2PT5631)

1-CATALYST 2950 (#FHK065020UV)

1-BROCADE 1CX6450-48P (#BZT2536H2J6)

2-BROCADE VDX6710 (#BWE2551H00B, #BWE2551H00Z)

1-BROCADE 1CX6450-48P (#BZT2536H2JB)

~~1-TOOL BAG~~

1-AVAYA X SLOT CONNECT UPS (#TU411A0894)

1-MOTOROLA PIDU PLUS (#1050555020)

1-APC UPS BACKUP 600 (#B93101116888)

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DEC 18 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

1-OPTIPLEX GX520 (#4FC1K91)

3-OPTIPLEX 780 (#FMRWLN1, #FMTXLN1, #FMRXLN1)

1-OPTIPLEX 740 (#J0XY1G1)

2-DELL 5330DN PRINTERS (#529V3P1, #JCRT3P1)

1-DELL 5130 PRINTER (#GRTV3P1)

3-MONITORS

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DEC 18 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
3	Dell monitor			Working
1	Dell Optiplex 7020	Service Tag: F60D282		Working
1	Dell Optiplex 780	Service Tag: 64MTLN1		Working
[redacted]	Samsung VCR/DVD player DVD-V6600S	6RAL59947SM		Working
[redacted]	C/U tres			Working

Parties involved:

FROM (Transferor Department): County Attorney

Transferor - Elected Official/Department Head/ Authorized Staff:

Dee Hobbs
Print Name

Dee Hobbs Jr.
Signature

12-4-17
Date

Contact Person:

Stephanie Lloyd
Print Name

943-1116
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

RECEIVED
DEC 12 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda Item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
4	17" Dell monitor			Working
1	19" Dell monitor			Non-Working
1	logitech wireless keyboard			Non-Working

Parties involved:

FROM (Transferor Department): County Attorney

Transferor - Elected Official/Department Head/ Authorized Staff:

Dee Hobbs
Print Name

Signature Dee Hobbs Jr.

12-11-17
Date

Contact Person:

Stephanie Lloyd
Print Name

943-1116
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-In, no signature is necessary.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED
DEC 13 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

LISA Moore

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ○ TRANSFER bet ween county departments
- ● SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	2005 HP officejet 5500 series	Q3434A		Not working
1	~~office Desk 2/45~~	~~N/A~~	AH26W	
1	~~office Chair~~	~~02832~~	None	
1	~~office Chair Blue~~	~~N/A~~	None	
1	~~Old IBM Computer Table~~	~~N/A~~	None	

Parties Involved:

FROM (Transferor Department): Parks and Recreation, Berry Springs Park + Preserve

Transferor - Elected Official/Department Head/ Authorized Staff: *

RANDY BEGL
Print Name

Signature Date

Contact Person:

Susan Blackledge
Print Name

512-844-4820
Phone Number

TO (Transferee Department/Auction/Trade-In/Donee): AUCTION

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
NOV 30 2017
~~AUDITOR'S OFFICE~~
WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

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If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

FrmAudASCF01 revision 07/2014

Williamson County
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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL OPTIPLEX 7010 Desktop Computer (retired by ITS)	F47TSW1 A#65451	CO3425	Working
1	DELL OPTIPLEX 780 Desktop Computer (retired by ITS)	H349KM1 54591	CO2795	Working
1	DELL 17" Flat Panel Monitor E1913c (retired by ITS)	CN-06JX4Y-64180-435-OAPM		Working
1	DELL 17" Flat Panel Monitor E1913c (retired by ITS)	MX-06NNNW-77341-38U-OLCM		Working
1	DELL Optical Mouse (retired by ITS)	DPPID-CN-09RRC7-48729-2CT-OAIJ		Working

Parties involved:

FROM (Transferor Department): Precinct 2 Constable's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

William H. Beechinor, Chief Deputy
Print Name

Signature

Date

Contact Person:

Lt. Kevin Thomas
Print Name

+1 (512) 260-4278
Phone Number

RECEIVED
DEC 21 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

TO (Transferee Department/Auction/Trade-in/Donee): AUCTION/SALE

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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Forward to County Auditor's Office

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If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL PC Freestanding Speakers - retired by ITS	CN-OCJ378-37174-82T-02PL		Working
1	DELL PC Freestanding Speakers - retired by ITS	CN-OCJ378-37174-69C-023Z		Working
1	DELL Keyboard for PC Model RT7D50 - retired by ITS	CN-OCJ344-37172-66R-07EU		Working
1	DELL Keyboard for PC Model RT7D50 - retired by ITS	CN-0W7658-37172-595-OD12		Working
1	DELL Optical Mouse - retired by ITS	DPPID-CN-09RRC7-48729-2CT-OA1J		Working

Parties involved:

FROM (Transferor Department): Precinct 2 Constable's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

William H. Beechinor, Chief Deputy
Print Name

Signature Date

Contact Person:

Lt. Kevin Thomas
Print Name

+1 (512) 260-4278
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): AUCTION/SALE

RECEIVED
DEC 21 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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Forward to County Auditor's Office

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If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

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- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	LogiTech Wireless Optical Mouse	PID-HC8440C09SG		Working
1	iHome Wireless Optical Mouse	1311002386		Working
1	Uniden Wireless Optical Mouse	None		Working
1	Plantronics Handsfree headset - for AVAYA System-Obsolete	None		Non-Working
6	Phone Cables-6'-Style 20251- for AVAYA System-Obsolete	AWM 89980 150V VW-1 AWG26/6C		Working

Parties involved:

FROM (Transferor Department): Precinct 2 Constable's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

William H. Beechinor, Chief Deputy
Print Name

Signature Date

Contact Person:

Lt. Kevin Thomas
Print Name

+1 (512) 260-4278
Phone Number

RECEIVED
DEC 21 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

TO (Transferee Department/Auction/Trade-in/Donee): AUCTION/SALE

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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FrmAudASCF01 revision 07/2014

Print Form

Williamson County
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- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL Optiplex 7010 Desktop PC (retired by ITS)	F47VSW1 A#65453	CO3426	Working
1	DELL Flat Screen Monitor 17" Model 1705i (retired by ITS)	CN-0VHPX3-74445-2BF-192L		Working
1	DELL Keyboard Model KB212-B (retired by ITS)	CN-ODJ454-71581-31E-02S6-A00		Working
1	DELL Sound Bar Speakers Model AX510 (retired by ITS)	CN-0C780C-71623-2CM-2000		Working
				Working

Parties involved:

FROM (Transferor Department): Precinct 2 Constable's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

William H. Beechinor, Chief Deputy
Print Name

Signature Date

Contact Person:

Lt. Kevin Thomas
Print Name

+1 (512) 260-4278
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): AUCTION/SALE

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature Date

RECEIVED
DEC 27 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Contact Person:

Print Name

Phone Number

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Forward to County Auditor's Office

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FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

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- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL External Speaker set for PC Mod. A215 - retired by ITS	CN-0Y9259-69804-58B-0734		Working
2	DELL Optical Mouse-Model MOC5U0 - retired by ITS	JOA41U5 & None (S/N label removed)		Working
1	DELL Optical Mouse Model M-UVDEL1-retired by ITS	HCD54235007		Working
2	HON-KWANG power plug for DELL speaker set-Mod. D12-50	None		Working
4	DELL PC power cables and screen cables-retired by ITS	None		Working

Parties involved:

FROM (Transferor Department): Precinct 2 Constable's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

William H. Beechinor, Chief Deputy
Print Name

Signature Date

Contact Person:

Lt. Kevin Thomas
Print Name

+1 (512) 260-4278
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): AUCTION/SALE

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
JAN - 2 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

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- ◉ SALE at the earliest auction *
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- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 7010	F8C78Z1		Working

Parties involved:

FROM (Transferor Department): County Court 2

Transferor - Elected Official/Department Head/ Authorized Staff:

Laura Barker
Print Name

Signature Date

Contact Person:

Kevin Kracht
Print Name

+1 (512) 943-1410
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature Date

Contact Person:

Tony Hill
Print Name

+1 (512) 943-3314
Phone Number

RECEIVED
DEC - 5 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ In Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Commissioners Court - Regular Session **16.**

Meeting Date: 01/09/2018

Compensation Items

Submitted For: Tara Raymore **Submitted By:** Kristy Sutton, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position titles 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 LIT 01.09.18

Comp Item

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	01/04/2018 11:50 AM
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 11:58 AM
Form Started By: Kristy Sutton		Started On: 01/04/2018 10:26 AM
Final Approval Date: 01/04/2018		

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0576	001100	6119.88	
01	0100	0576	001130		6119.88
01	0100	0510	001100	909.17	
01	0100	0510	001130		909.17
01	0100	0576	001100		514.13
01	0100	0576	001130	514.13	
01	0100	0497	001100		2916.42
01	0100	0497	001130	2916.42	

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Earliest Oracle Effective Date
911 Communications	0134	14061	$38,778.63	NA	NA	NA	Title & Grade change: Telecom Ofcr I (B.21) to Telecom Ofcr II (B.22); Career Ladder Progression	1/12/2018
911 Communications	0149	14057	$38,778.63	NA	NA	NA	Title & Grade change: Telecom Ofcr I (B.21) to Telecom Ofcr II (B.22); Career Ladder Progression	1/12/2018
Building Maintenance	0236	Vacant	$38,234.56	$63,552.16	$25,317.60	66.22%	Title & Grade Change: Admin Tech II (B. 18) to Assistant Facilities Director I (B.30)	2/23/2018
Building Maintenance	0239	Vacant	$33,540.89	$40,766.44	$7,225.55	21.54%	Title & Grade Change: Jail Maint. Tech I (B.18) to Jain Maint. Supervisor I (B.23)	2/23/2018
EMS	0881	Vacant	$73,563.25	NA	NA	NA	Title & Grade change: EMS Paramedic (B.20) to Demand Paramedic (B.24) to accommodate internal transfer	12/29/2017
EMS	0822	Vacant	$40,523.51	$39,681.94	-$841.57	-2.08%	Decrease vacant position surplus salary	1/1/2018
EMS	1828	Vacant	$34,445.63	$35,287.20	$841.57	2.44%	Increase vacant position salary from PCN 0822 to accommodate internal transfer.	1/1/2018
Sheriff's Office	1370	Vacant	$77,590.18	$74,747.91	-$2,842.27	-3.66%	Decrease vacant position surplus salary to accommodate internal transfer tenure	12/29/2017
Sheriff's Office	1264	Vacant	$70,355.27	$73,197.54	$2,842.27	4.04%	Increase vacant position salary from PCN 1370 to accommodate internal transfer tenure.	12/29/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **17.**

Meeting Date: 01/09/2018

Racial Profile Report

Submitted By: Vincent Cherrone, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Enter into the official minutes that the Racial Profiling Report has been received by the Commissioners.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Racial Profile Report 2017

Racial Profile Report 2017

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/02/2018 02:30 PM
Form Started By: Vincent Cherrone		Started On: 01/02/2018 01:51 PM
Final Approval Date: 01/02/2018		

Williamson County Precinct 1
1801 E. Old Settlers Blvd #105
Round Rock, TX 78664
Office (512)244-8650 / Fax (512) 244-8662

CONSTABLE VINNIE CHERRONE

Chief Deputy Mike Pendley

Date: January 02, 2018

From: Vincent Cherrone, Constable Precinct One

Re: Racial Profiling Report to Williamson County Commissioner's Court

This report is furnished to the Williamson County Commissioner's Court in compliance with the Texas Code of Criminal Procedures (TCCP) Article(s) 2.131-2.138.

A comparative analysis of the information compiled under TCCP Art. 2.131-2.138 is provided. The data collected is required documentation of public contacts for the calendar year 2017. These public contacts were made by traffic stops or pedestrian stops and were detained by probable cause or reasonable suspicion for an alleged offense.

A total of 262 stops conducted, of those stops:

- 28 African American
- 29 Asian
- 176 Caucasian
- 17 Hispanic
- 12 Middle Eastern
- 0 Native American

Upon analysis of this report it is my determination no officer employed by this office has engaged in racial profiling.

Respectfully submitted,

Vincent Cherrone
Constable
Precinct One

Racial Profiling Report - Generic

Date Range: 01/01/2017 - 12/31/2017

Reason	Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
MVI / REGISTRATION	9	10	1	17	0	1	0	0	0
OTHER	2	1	1	2	0	0	0	0	0
PENAL CODE VIOLATION	1	1	0	2	0	0	0	0	0
RAN RED LIGHT/STOP SIGN	20	9	3	20	1	1	0	4	0
SPEED	58	72	15	79	11	22	0	3	0
TRAFFIC-EQUIPMENT	2	5	2	5	0	0	0	0	0
TRAFFIC-MOVING VIOLATION	39	29	5	50	5	5	0	3	0
UNSAFE LANE CHANGE	1	3	1	1	0	0	0	2	1

Contraband	Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
N/A	10	17	2	22	2	1	0	0	0
NONE	0	1	0	1	0	0	0	0	0

Charge	Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
ENVIRONMENTAL	0	1	0	1	0	0	0	0	0
NOT CHARGED	42	39	13	57	6	5	0	0	1
TRAFFIC VIOLATION	71	85	13	105	8	22	0	8	0

Williamson County Precinct 1
1801 E. Old Settlers Blvd #105
Round Rock, TX 78664
Office (512)244-8650 / Fax (512) 244-8662

CONSTABLE VINNIE CHERRONE

Chief Deputy Mike Pendley

Date: January 02, 2018

From: Vincent Cherrone, Constable Precinct One

Re: Racial Profiling Report to Williamson County Commissioner's Court

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A total of 262 stops conducted, of those stops:

- 28 African American
- 29 Asian
- 176 Caucasian
- 17 Hispanic
- 12 Middle Eastern
- 0 Native American

Upon analysis of this report it is my determination no officer employed by this office has engaged in racial profiling.

Respectfully submitted,

Vincent Cherrone
Constable
Precinct One

Racial Profiling Report - Generic

Date Range: 01/01/2017 - 12/31/2017

Reason	Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
MVI / REGISTRATION	9	10	1	17	0	1	0	0	0
OTHER	2	1	1	2	0	0	0	0	0
PENAL CODE VIOLATION	1	1	0	2	0	0	0	0	0
RAN RED LIGHT/STOP SIGN	20	9	3	20	1	1	0	4	0
SPEED	58	72	15	79	11	22	0	3	0
TRAFFIC-EQUIPMENT	2	5	2	5	0	0	0	0	0
TRAFFIC-MOVING VIOLATION	39	29	5	50	5	5	0	3	0
UNSAFE LANE CHANGE	1	3	1	1	0	0	0	2	1

Contraband	Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
N/A	10	17	2	22	2	1	0	0	0
NONE	0	1	0	1	0	0	0	0	0

Charge	Male	Female	African American	White	Hispanic	Asian	Native American	Middle Eastern	Race Known Prior to Stop
ENVIRONMENTAL	0	1	0	1	0	0	0	0	0
NOT CHARGED	42	39	13	57	6	5	0	0	1
TRAFFIC VIOLATION	71	85	13	105	8	22	0	8	0

Commissioners Court - Regular Session **18.**

Meeting Date: 01/09/2018

ESD 6 Reappointment for James Ted Koy

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing James "Ted" Koy to the Weir ESD #6 board with the term commencing immediately and continuing until December 31, 2019.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2017 03:08 PM
Form Started By: Debra Babcock		Started On: 12/18/2017 12:47 PM
Final Approval Date: 12/19/2017		

Commissioners Court - Regular Session **19.**

Meeting Date: 01/09/2018

ESD 8 Reappointment for Troy Rodriquez

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Troy Rodriquez to the Georgetown ESD #8 board with the term commencing immediately and continuing until December 31, 2019.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2017 03:08 PM
Form Started By: Debra Babcock		Started On: 12/18/2017 04:44 PM
Final Approval Date: 12/19/2017		

Commissioners Court - Regular Session **20.**

Meeting Date: 01/09/2018

ESD 7 Reappointment for Gary Davis

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Gary Davis to the Florence ESD #7 board with the term commencing immediately and continuing until December 31, 2019.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2017 03:08 PM
Form Started By: Debra Babcock		Started On: 12/18/2017 04:55 PM
Final Approval Date: 12/19/2017		

Commissioners Court - Regular Session **21.**

Meeting Date: 01/09/2018

ESD 7 Reappointment for Tina Geiselbrecht

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Tina Geiselbrecht to the Florence ESD #7 board with the term to commence immediately and continue until December 31, 2019.

Background

This is a two year extension to her previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2017 03:08 PM
Form Started By: Debra Babcock		Started On: 12/19/2017 11:10 AM
Final Approval Date: 12/19/2017		

Commissioners Court - Regular Session **22.**

Meeting Date: 01/09/2018

ESD 8 Reappointment for Bennie Piper

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Bennie Piper to the Georgetown ESD #8 board with the term to commence immediately and continue until December 31, 2019.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2017 03:08 PM
Form Started By: Debra Babcock		Started On: 12/19/2017 11:20 AM
Final Approval Date: 12/19/2017		

Commissioners Court - Regular Session **23.**

Meeting Date: 01/09/2018

ESD 7 Reappointment for John Fenoglio

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing John Fenoglio to the Florence ESD #7 board with the term to commence immediately and continue until December 31, 2019.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2017 03:08 PM
Form Started By: Debra Babcock		Started On: 12/19/2017 11:36 AM
Final Approval Date: 12/19/2017		

Commissioners Court - Regular Session **24.**

Meeting Date: 01/09/2018

ESD 5 Reappointment for Gary Neel

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Gary Neel to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2019.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2017 03:08 PM
Form Started By: Debra Babcock		Started On: 12/19/2017 11:40 AM
Final Approval Date: 12/19/2017		

Commissioners Court - Regular Session **25.**

Meeting Date: 01/09/2018

ESD 5 Reappointment for Kyle Bolyard

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Kyle Bolyard to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2019.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2017 03:08 PM
Form Started By: Debra Babcock		Started On: 12/19/2017 11:54 AM
Final Approval Date: 12/19/2017		

Commissioners Court - Regular Session **26.**

Meeting Date: 01/09/2018

ESD 8 Reappointment of Ira Wood

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Ira "Trey" Wood to the Georgetown ESD #8 board with the term to commence immediately and continue until December 31, 2019.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/03/2018 02:32 PM
Form Started By: Debra Babcock		Started On: 01/03/2018 01:38 PM
Final Approval Date: 01/03/2018		

Commissioners Court - Regular Session **27.**

Meeting Date: 01/09/2018

ESD 5 Reappointment for Barry Cryer

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Barry Cryer to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2019.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 08:14 AM
Form Started By: Debra Babcock		Started On: 01/03/2018 01:48 PM
Final Approval Date: 01/04/2018		

Commissioners Court - Regular Session **28.**

Meeting Date: 01/09/2018

ESD #3 Appointments

Submitted For: Larry Madsen **Submitted By:** Julia Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on re-appointing Bill Brown and Garry Guthrie to the Emergency Service District (ESD) NO. 3 Board with their term commencing effective on January 1, 2018 and continuing thereafter until December 31, 2019.

Background

Emergency Service District (ESD) NO.3 Board Members Bill Brown and Garry Guthrie's term expired on December 31, 2017. This consent item is to re-appoint them both to another 2 year term expiring on December 31, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/27/2017 10:33 AM
Form Started By: Julia Cooper		Started On: 12/20/2017 01:24 PM
Final Approval Date: 12/27/2017		

Commissioners Court - Regular Session **29.**

Meeting Date: 01/09/2018

ESD 2 Board reappointment

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 reappointing Timothy Hunsberger to the Emergency Service District (ESD) #2 Board of Commissioners with the term commencing immediately and continuing thereafter until December 31, 2019.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

THunsberger bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 08:14 AM
Form Started By: Garry Brown		Started On: 01/03/2018 02:44 PM
Final Approval Date: 01/04/2018		

Timothy Hunsberger Bio

ESD 2 Board reappointment

Timothy A. Hunsberger, CAPT USN (Ret.) served in the United States Navy for 27 years. He was designated a Naval Aviator in 1969, and then qualified in P3 Orions and served as a Patrol Plane Commander in three West Coast Patrol Squadrons. He also served in the Pentagon and received a Master's in Foreign Relations at the Naval War College in Newport, Rhode Island. He was Commanding Officer Training Squadron Twenty Seven in Corpus Christi, Texas. He subsequently served in US Space Command in Colorado Springs, CO followed by a final tour at Naval Space Command in Dahlgren, Virginia.

Following his retirement from the Navy, he has been a senior business manager with extensive experience including commercial and federal systems leadership, DOD space systems project management, command and control, strategy formulation and operations support.

Commissioners Court - Regular Session **30.**

Meeting Date: 01/09/2018

Confirmation of appointment for Constable Pct. 3

Submitted By: Theresa Lock, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss and consider confirming the appointment of Patrick Hurley as a Pct. 3 Deputy Constable.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hurley Commissioner's Court

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/20/2017 11:12 AM
Form Started By: Theresa Lock		Started On: 12/20/2017 10:28 AM
Final Approval Date: 12/20/2017		

Kevin Stofle
Constable Precinct 3
Williamson County, Texas

MEMORANDUM

TO: Williamson County Judge Dan Gattis
Williamson County Commissioner Precinct 1, Terry Cook
Williamson County Commissioner Precinct 2, Cynthia Long
Williamson County Commissioner Precinct 3, Valerie Covey
Williamson County Commissioner Precinct 4, Larry Madsen

FROM: Kevin Stofle, Constable Precinct 3

DATE: December 15, 2017

SUBJECT: Confirmation of Appointment of Deputy Constable

I have selected Patrick Hurley to serve as Deputy Constable for the Precinct 3 Constable's Office. This is an open, previously budgeted position.

Mr. Hurley has served as a Texas Peace Officer for over thirty (30) years and holds a Texas Master Peace Officer Certification from the Texas Commission on Law Enforcement. He served as a member of the Georgetown Police Department for 29 years and honorably retired at the rank of Lieutenant while commanding the Criminal Investigations Division. He has supervised both civilian and commissioned employees. During his tenure with Georgetown PD Hurley was named the 2003 Employee of the Year and was twice (2006, 2009) named the City of Georgetown Manager of the Year.

Having successfully completed an extensive background investigation and interview during the selection process, I have full faith and confidence in his ability to perform any and all acts pertaining to the office of Constable.

I have placed the matter of his appointment as Deputy Constable for the Williamson County Precinct 3 Constable's Office on the agenda of the January 9th Commissioner's Court meeting for ratification.

Respectfully,

Kevin Stofle

Kevin Stofle
Constable Precinct 3
Williamson County, Texas

Commissioners Court - Regular Session **31.**

Meeting Date: 01/09/2018

WCCHD Remodel P322; Change Order #6

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 6 in the amount of $7,733.00 for electrical circuit upgrades and existing plumbing leak test, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Trimbuilt Construction, Inc. in relation to the Williamson County Texas Avenue Facility Remodel (WCCHD Office Renovations) Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCCHD CO6 Funds

WCCHD Change Order 6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 08:14 AM
Form Started By: Gina Wrehsnig		Started On: 01/04/2018 07:37 AM
Final Approval Date: 01/04/2018		

Williamson County Facilities - Job Cost Tracking Log

Project: WCCHD Remodel # P322 **Change Order #:** 6

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 1,440,000.00		$ 100,000.00				$ 1,540,000.00	$ 1,540,000.00
1	Pending										$ 1,540,000.00
2	Denied										$ 1,540,000.00
3	Denied										$ 1,540,000.00
4	9/26/2017	Owner	7	$ 3,113.00		$ (3,113.00)					$ 1,540,000.00
5	11/14/2017	Owner		$ 1,071.25		$ (1,071.25)					$ 1,540,000.00
6		Architect	0	$ 7,733.00		$ (7,733.00)					$ 1,540,000.00
7											$ 1,540,000.00
8											$ 1,540,000.00
9											$ 1,540,000.00
10											$ 1,540,000.00
11											$ 1,540,000.00
12											$ 1,540,000.00
13											$ 1,540,000.00
14											$ 1,540,000.00
15											$ 1,540,000.00
16											$ 1,540,000.00
17											$ 1,540,000.00
18											$ 1,540,000.00
19											$ 1,540,000.00
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25											$ 1,540,000.00
26											$ 1,540,000.00
27											$ 1,540,000.00
28											$ 1,540,000.00
29											$ 1,540,000.00
30											$ 1,540,000.00
			7	**$ 1,451,917.25**	**$ -**	**$ 88,082.75**	**$ -**	**$ -**	**$ -**	**$ 1,540,000.00**	**$ 1,540,000.00**

P. O. Box 80169
Austin, TX 78708-0169
(512) 832-1979

Trimbuilt Construction, Inc.
On time. Every time.

Change Request

To: Williamson County
710 Main St.
Georgetown, TX 78626

PH: (512) 943-1599 Fax: (512) 930-3313

Number: 6
Date: 11/8/2017
Project: Wilco WCCHD Office Renovations
Job #: 6148E

Description: Elect & Plumbing Changes

We are pleased to offer the following specifications and pricing to make the following changes:

Electrical changes for Lab 149, RFI #10 response, and under slab plumbing testing:

Lab 149: Three existing outlets shown to remain are below the cabinet height and must be raised. There existing height was not shown on the electrical plans and could have been seen as existing at the above counter height referencing the architectural plans, therefore the electrician would not have known of the issue during bidding. Add (1) additional GFCI plug above the sink.

RFI #10: Price to modify outlets in exam rooms per the RFI response. Price to upgrade existing outlets and circuitry in all exam rooms to NEC stardards with isolated ground wiring. HCF MC cable to be used is attached. No additional GFCI outlets.

Leak test the exisitng under slab waste plumbing as requested by the city inspector. Plug the line, fill with water and observe for any leakage.

Description:	Price
Electrical	6,629.00
Plumbing	450.00
Insurance	106.00
Profit / Fee	368.00
P & P Bond	180.00
Total:	**7,733.00**

If you have any questions, please contact me at 512-832-1979.

Submitted by:

Trimbuilt Construction, Inc.

cc:

Approved By: _____

Date: 11-9-17

Brieth Electric LLC

404 E Ave J
Lampasas, TX 76550

Estimate

Date	Estimate #
10/12/2017	3447

Name / Address
Trimbuilt Construction

Project
WCCHD Office Ren...

Description	Qty	Rate	Total
WCCHD- Change Order- Add GFCI and raise (3) existing receptacles in Lab 149 Scope of Work: 1. Provide and install (1) new GFCI receptacle. 2. Remove (3) existing receptacles and cover plates. 3. Remove (3) existing receptacle wall boxes. 4. Remove wires feeding receptacles back to nearest junction box. 5. Cut and/or remove conduit to raise (3) existing receptacles above counter. 6. Install boxes, existing wires, and existing receptacles at new locations. EXCLUSIONS: 1. New receptacles for existing receptacles 2. Weekend/holiday/overtime/ after hours work 3. Taxes 4. Patching, repairing, panting, etc. of sheetrock/concrete walls	1	322.00	322.00

This cost is acceptable.
SRB

Thank you for your business.

Subtotal	$322.00
Sales Tax (8.25%)	$0.00
Total	$322.00

Trimbuilt Construction, Inc.
On time. Every time.

P. O. Box 80169
Austin, TX 78708-0169
Phone: (512) 832-1979
Fax: (512) 873-0142

Request for Information

RFI#10

To:	Michael Cowan	**Fax:**	
From:		**Date:**	9/18/2017
Project:	6148E - Wilco WCCHD Office Renovations	**Pages:**	
CC:	Michael Holiman	**Return by:**	9/18/2017

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

We had posed the question in the initial meeting if the exam rooms would require medical wiring standards and the response we received from the architect was that they would not. The electrical inspector was on site today for partial wall rough inspection and brought up the subject again. He clarified that if the function of the room would allow/require patient injections, then the medical wiring requirements will be necessary. He has requested a letter from the Architect stating the purpose and use of these rooms to satisy whether a change needs to be made. Please advise.

Keyed note was added for contractor to install devices and wiring to comply with NEC Article 517.13 (A)&(B)
Taylor Nash 09/21/2017

. . . . . .

Brieth Electric LLC

404 E Ave J
Lampasas, TX 76550

Estimate

Date	Estimate #
10/2/2017	3439

Name / Address
Trimbuilt Construction

Project
WCCHD Office Ren...

Description	Qty	Rate	Total
WCCHD- Change Order RFI 010- Provide receptacles in Exam Rooms Scope of Work: 1. Provide/upgrade existing receptacles and conduit feeding receptacle per NEC 517.13 (A) & (B). 2. Upgrade circuitry feeding room(s) 161, 160, 159, 158, 157, and 156 per NEC 517.13 (A) & (B). A. Provide and install isolated ground B. Provide EMT conduit raceway for receptacles. 3. Remove existing receptacles that are not being reused. 4. Provide new circuit(s) where needed for Isolated receptacles/GFCI's per NEC "Patient Care" . EXCLUSIONS: 1. Revised lighting fixtures and controls. 2. Taxes 3. Weekend, holiday, overtime, after hours work 4. Cutting/Patching/Repairing/Replacing/ETC. of sheetrock walls and ceilings.	1	6,307.00	6,307.00

Thank you for the opportunity.

Subtotal	
Sales Tax (8.25%)	
Total	

HCF MC^{AP}
Type MC All Purpose Hospital Care Facility

14 AWG through 8 AWG Copper THHN Insulated Conductors and Green Insulated Ground Conductor. Full-Sized Aluminum Equipment Grounding/Bonding Conductor. UL Listed. 600 Volts. Rated VW-1. Green Lightweight Aluminum Interlocked Armor is Part of Equipment Bonding/Grounding Path.



APPLICATIONS

Southwire HCF MC^{AP} Type MC Cable is suitable for use as follows:

- Branch-circuit wiring for patient care areas of hospitals, medical centers, and other health care facilities (when installed in accordance with NEC® Articles 517 and 330, and mechanically protected per Article 300.4). Such areas include nursing homes, dental offices, clinics, and outpatient facilities. Use in hazardous anesthetizing areas is prohibited.
- Applications requiring redundant, dedicated or isolated grounding paths.
- Environmental air-handling spaces per NEC® 300.22(C)
- Fished or embedded in plaster.
- Places of Assembly per NEC® 518.4 and theaters per NEC® 520.5.
- Installation in cable tray and approved raceways.
- Under raised floors for information technology equipment conductors and cables per NEC® 645.5(D) & 645.5(D)(2).
- Use with UL Listed MCI-A fittings.

STANDARDS & REFERENCES

Southwire HCF MC^{AP} Type MC Cable fully meets or exceeds the following requirements:

- UL 83, 1569 and 1063
- UL Online Product Guide Info - Metal-Clad Cable (PJAZ) (www.ul.com)
- NFPA 70 (National Electrical Code), Article 330
- Federal Specification A-A59544 (formerly J-C-30B)
- IEEE 1202 (70,000 Btu/hr) Vertical Cable Tray Flame Test
- Listed for use in UL 1, 2, and 3 Hour Through-Penetration Firestop Systems
- REACH/RoHS-2 (Chemical Limit) Compliant

CONSTRUCTION

Southwire HCF MC^{AP} Type MC Cable is constructed with solid soft-drawn copper Type THHN circuit conductors (rated 90°C dry), redundant grounding provided by an armor assembly comprised of interlocked armor with a bare aluminum grounding/ bonding conductor, and a green insulated copper grounding conductor. The insulated circuit and grounding conductors are cabled together and wrapped with a binder tape bearing the print legend. The bare aluminum grounding/bonding conductor is located outside the binding tape and has the same lay as the insulated conductors. Green Aluminum interlocked armor is snugly wrapped around the conductor assembly. To insure proper cable termination, refer to the installation instructions provided with every reel and coil.

Southwire®

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One Southwire Drive, Carrollton, GA 30119, USA

NuFlo Plumbing

CHANGE ORDER REQUEST

PROJECT INFORMATION

WCCHD
355 Texas Avenue
Round Rock Texas, 78664

CONTRACTOR INFORMATION

Trimbuilt Construction
Austin Texas

Change Order Amount: **$450.00**

Description:

Perform a hydrostatic test on complete plumbing underground piping as per City of Round Rock inspector request. Inspector express concern that piping might be damaged due to how long the building has sat empty.

Hydrostatic test means we will fill up the system with water and let it sit overnight to observe any loss of water.

Exclusions:

1. Any repairs. If system is found damaged or broken we will send a new change order request.

Po Box 2109, Round Rock Texas, 78680, O: 512.970.0626
License # M37498
Texas State Board of Plumbing Examiners, PO Box 4200, Austin Texas, 78765, O: 800.845.6584, F: 512.450.0637

Commissioners Court - Regular Session **32.**

Meeting Date: 01/09/2018

WCCHD Remodel P322; Change Order #9

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 9 in the amount of $2,376.00 for additional framing and drywall work at the existing IT Room, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Trimbuilt Construction, Inc. in relation to the Williamson County Texas Avenue Facility Remodel (WCCHD Office Renovations) Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCCHD Change Order 9

WCCHD CO9 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 08:14 AM
Form Started By: Gina Wrehsnig		Started On: 01/04/2018 07:39 AM
Final Approval Date: 01/04/2018		

P. O. Box 80169
Austin, TX 78708-0169
(512) 832-1979

Trimbuilt Construction, Inc.
On time. Every time.

Change Request

To: Williamson County
710 Main St.
Georgetown, TX 78626

PH: (512) 943-1599 Fax: (512) 930-3313

Number: 9
Date: 11/1/2017
Project: Wilco WCCHD Office Renovations
Job #: 6148E

Description: Extend IT Room Walls

We are pleased to offer the following specifications and pricing to make the following changes:

Extend the inside existing IT room walls to deck per RFI 26 response. Tape, float, and paint the extension.

Description:	Price
Drywall Acoustical Demo	1,175.00
Painting	1,000.00
Insurance	33.00
Profit / Fee	113.00
P & P Bond	55.00
Total:	**2,376.00**

If you have any questions, please contact me at 512-832-1979.

Submitted by:

Trimbuilt Construction, Inc.

cc:

Approved By: _____

Date: 11-9-17

P. O. Box 80169
Austin, TX 78708 - 0169
(512) 832 - 1979

Trimbuilt Construction, Inc.
On time. Every time.

Change Order
Wilco 6148E

Date 10/24/17

To: **Michael H**

	Amount
Top out one side of the IT room.	$
Regular hours	$
	$
	$
	$
	$
	$
	$
	$
TOTAL	$ 1,175.00

If you have any questions, please contact me at (512) 832-1979.

Submitted by:
Trimbuilt Construction, Inc.

Quote expires in 90 days if not accepted, and is subject to escalation rates based on commencement date of project

RFI 26

Michael Holiman

From: Julio Vazquez <jvpaintstexas@gmail.com>
Sent: Tuesday, October 31, 2017 6:03 PM
To: Michael Holiman
Subject: Re: FW: Wilco IT room walls RFI

Michael,

Here is the corrected cost:

Tape and float the IT room walls.

-Tape and float level 4
-Sanding
-Primer

Total Cost: $1,000

Regards,

Julio Vazquez, MBA
Managing Director
JV Painters, LLC
P: 832-317-9684
M:706-483-2796
F: 713-583-1507
www.jvpaintersoftexas.com

On Tue, Oct 31, 2017 at 9:56 AM, Michael Holiman <MHoliman@trimbuilt.com> wrote:

Following up on this...

Williamson County Facilities - Job Cost Tracking Log

Project: WCCHD Remodel # P322 **Change Order #:** 9

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 1,440,000.00		$ 100,000.00				$ 1,540,000.00	$ 1,540,000.00
1	Pending										$ 1,540,000.00
2	Denied										$ 1,540,000.00
3	Denied										$ 1,540,000.00
4	9/26/2017	Owner	7	$ 3,113.00		$ (3,113.00)					$ 1,540,000.00
5	11/14/2017	Owner		$ 1,071.25		$ (1,071.25)					$ 1,540,000.00
6		Architect	0	$ 7,733.00		$ (7,733.00)					$ 1,540,000.00
7	11/14/2017	Architect		$ 7,386.00		$ (7,386.00)					$ 1,540,000.00
8	11/14/2017	Owner		$ 5,987.00		$ (5,987.00)					$ 1,540,000.00
9		Architect	0	$ 2,376.00		$ (2,376.00)					$ 1,540,000.00
10											$ 1,540,000.00
11											$ 1,540,000.00
12											$ 1,540,000.00
13											$ 1,540,000.00
14											$ 1,540,000.00
15											$ 1,540,000.00
16											$ 1,540,000.00
17											$ 1,540,000.00
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25											$ 1,540,000.00
26											$ 1,540,000.00
27											$ 1,540,000.00
28											$ 1,540,000.00
29											$ 1,540,000.00
30											$ 1,540,000.00
			7	**$ 1,467,666.25**	**$ -**	**$ 72,333.75**	**$ -**	**$ -**	**$ -**	**$ 1,540,000.00**	**$ 1,540,000.00**

Commissioners Court - Regular Session **33.**

Meeting Date: 01/09/2018

WCCHD Remodel P322; Change Order #10

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 10 in the amount of $5,236.02 for additional IT Data outlets and associated work, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Trimbuilt Construction, Inc. in relation to the Williamson County Texas Avenue Facility Remodel (WCCHD Office Renovations) Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCCHD Change Order 10

WCCHD CO10 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 08:14 AM
Form Started By: Gina Wrehsnig		Started On: 01/04/2018 07:41 AM
Final Approval Date: 01/04/2018		

P. O. Box 80169
Austin, TX 78708-0169
(512) 832-1979

Trimbuilt Construction, Inc.
On time. Every time.

Change Request

To: Williamson County
710 Main St.
Georgetown, TX 78626

PH: (512) 943-1599 Fax: (512) 930-3313

Number: 10
Date: 11/1/2017
Project: Wilco WCCHD Office Renovations
Job #: 6148E

Description: ASI #7

We are pleased to offer the following specifications and pricing to make the following changes:

Per ASI #7 - delete soap dispensers, towel dispensers, and tissue dispensers - MATERIAL ONLY
Per ASI #7 - Install 1-2 data drops to rooms 112, 124, 131, 138, 147, 148, 149, 155, 226, 229, and 214
Per ASI #7 - Provide and install 1-1/4" EMT conduit to accessible ceiling for new data drops
Per ASI #7 - Cutting of sheetrock for install of conduit

Description:	Price
Electrical	1,629.00
Drywall Acoustical Demo	275.00
Telecom Data Cabling	3,844.69
Restroom Accessories	-945.00
Insurance	72.06
Profit / Fee	240.18
P & P Bond	120.09
Total:	**5,236.02**

If you have any questions, please contact me at 512-832-1979.

Submitted by:

Trimbuilt Construction, Inc.

cc:

Approved By: _____

Date: 12-5-17

Brieth Electric LLC

404 E Ave J
Lampasas, TX 76550

Estimate

Date	Estimate #
11/13/2017	3466

Name / Address
Trimbuilt Construction

Project
WCCHD Office Ren...

Description	Qty	Rate	Total
WCCHD- ASI #7 Change Order Scope of Work: 1. Provide and install 1-1/4" EMT conduit to accessible ceiling for new data drops per ASI #7. **Cutting of sheetrock will be provided by others. EXCLUSIONS: 1. Cutting, patching, painting, repairing of sheetrock/concrete walls. 2. Taxes 3. Bond 4. Weekend, holiday, overtime, after hours work. 5. Communication/Data wires and/or cabling. 6. Communication/Data wire/cabling installation or devices. MATERIAL & LABOR	1	1,629.00	1,629.00

Thank you for the opportunity.

Subtotal	$1,629.00
Sales Tax (8.25%)	$0.00
Total	$1,629.00

BLACK BOX
NETWORK SERVICES

Change Order

Change Order # One ASI #7

Your Office Address	2535 Brockton Drive
	Suite 400
	Austin, Texas 78758
Project Manager:	John Playfair
Customer Billing Address:	Trimbuilt Construction, Inc.
	PO Box 80169
	Austin, Texas 78708-0169
Customer Authorizing Agent:	Michael Hollman
Phone:	(512) 225-6405
Fax:	

BBNS Job #:	J086755
Service Order Issue Date:	11/9/2017
Job Number:	6148E
Project Foreman:	Phillip Woodland
Site Location:	Wilco WCCHD Office Renovations
	355 Texas Avenue
	Round Rock, Texas 78664
General Contractor:	Trimbuilt Construction, Inc.
G.C. Project Manager:	Austin Young
Phone:	(512) 748-8119

SCOPE OF CHANGE ORDER:

Adds per ASI #7 drawings. Install 1- 2 data drops to rooms 112, 124, 131, 138, 147, 148, 149, 155, 226, 229 and 214.

Add HDMI cables to Meeting Romm 147 and Conference Room 229.

MATERIAL DESCRIPTION:	PART #	QTY	UNIT COST	SUB-TOTAL	TAX RATE	TOTAL COST
General Cat6 Blue Cable	7131800	5,000	$0.25	$1,250.00		$1,250.00
Panduit NetKey Cat6 Blue Jacks	NK688MBUY	22	$4.80	$105.60		$105.60
2 Port Faceplates	NK2FIWY	11	$1.50	$16.50		$16.50
Misc	BBNS	1	$150.09	$150.09		$150.09
HDMI Cables		2	$15.00	$30.00		$30.00
Panduit NetKey HDMI Insert	NKHDMIWH	2	$29.00	$58.00		$58.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
			MATERIAL TOTAL	$1,610.19		$1,610.19

LABOR:	HOURS	RATE	SUB-TOTAL	TAX RATE	TOTAL COST
REGULAR	37	$58.50	$2,164.50		$2,164.50
OVERTIME		$60.00	$0.00		$0.00
PROJECT MANAGEMENT	1	$70.00	$70.00		$70.00
		LABOR TOTAL	$2,234.50		$2,234.50

CHANGE ORDER TOTAL	$3,844.69
PREVIOUS CONTRACT AMOUNT	$56,841.31
REVISED CONTRACT AMOUNT	$60,686.00

This Change Order becomes part of and in conformance with the Terms and Conditions of the existing contract indicated above. By signing below, BBNS agrees to make the requested changes, as specified in this document and by signing below, the Customer agrees to pay for said changes.

BBNS will provide and install the above Change Order, once executed, on or before: _____ *Date*

BBNS, Authorized Signature: _____

Print Name: Phone: Fax:

https://www.blackbox.com/us/about-us/terms-conditions-of-sale

OWNER/CUSTOMER

Accepted - The above price(s) and Service Order Scope is satisfactory and is hereby accepted. All work will be performed under the same terms and condition as specified in the Original Contract unless otherwise stipulated.

Customer Name: Michael Hollman Phone: (512) 225-6405

Customer Signature: _____ Date: _____ EXT.

Traci Dolph

From: Roger Von Rosenberg <rvonrosenberg1@att.net>
Sent: Wednesday, November 1, 2017 9:56 AM
To: Traci Dolph
Subject: RE: ASI #7 WCCHD

Traci,

Revised pricing to delete the soap dispensers, towel dispensers & tissue dispenser's material only----------$945.00
The labor pricing is only good if they have the material there for installation when we are doing our material installation.

Thanks
Roger vR
RRR Specialties, Inc

From: Traci Dolph [mailto:TDolph@trimbuilt.com]
Sent: Wednesday, November 1, 2017 8:13 AM
To: Roger Von Rosenberg <rvonrosenberg1@att.net>
Cc: Michael Holiman <MHoliman@trimbuilt.com>
Subject: RE: ASI #7 WCCHD

Hey Roger – you gave a deduct for the labor too, but we still need you to install. The owner will be providing the materials. Can you resend to reflect this?

Kind Regards,

Traci Dolph
Assistant Project Manager
Trimbuilt Construction, Inc.
12800 North Lamar Blvd
Austin, Texas 78753
512-832-1979 Office
512-564-0936 Cell
512-873-0142 Fax
tdolph@trimbuilt.com
www.trimbuilt.com



From: Roger Von Rosenberg [mailto:rvonrosenberg1@att.net]
Sent: Monday, October 30, 2017 5:19 PM
To: Traci Dolph <TDolph@trimbuilt.com>
Subject: RE: ASI #7 WCCHD

Oct. 30, 2017

Williamson County Facilities - Job Cost Tracking Log

Project: WCCHD Remodel # P322 **Change Order #:** 10

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 1,440,000.00		$ 100,000.00				$ 1,540,000.00	$ 1,540,000.00
1	Pending										$ 1,540,000.00
2	Denied										$ 1,540,000.00
3	Denied										$ 1,540,000.00
4	9/26/2017	Owner	7	$ 3,113.00		$ (3,113.00)					$ 1,540,000.00
5	11/14/2017	Owner		$ 1,071.25		$ (1,071.25)					$ 1,540,000.00
6		Architect	0	$ 7,733.00		$ (7,733.00)					$ 1,540,000.00
7	11/14/2017	Architect		$ 7,386.00		$ (7,386.00)					$ 1,540,000.00
8	11/14/2017	Owner		$ 5,987.00		$ (5,987.00)					$ 1,540,000.00
9		Architect	0	$ 2,376.00		$ (2,376.00)					$ 1,540,000.00
10		Owner	0	$ 5,236.02		$ (5,236.02)					$ 1,540,000.00
11											$ 1,540,000.00
12											$ 1,540,000.00
13											$ 1,540,000.00
14											$ 1,540,000.00
15											$ 1,540,000.00
16											$ 1,540,000.00
17											$ 1,540,000.00
18											$ 1,540,000.00
19											$ 1,540,000.00
20											$ 1,540,000.00
21											$ 1,540,000.00
22											$ 1,540,000.00
23											$ 1,540,000.00
24											$ 1,540,000.00
25											$ 1,540,000.00
26											$ 1,540,000.00
27											$ 1,540,000.00
28											$ 1,540,000.00
29											$ 1,540,000.00
30											$ 1,540,000.00
			7	**$ 1,472,902.27**	**$ -**	**$ 67,097.73**	**$ -**	**$ -**	**$ -**	**$ 1,540,000.00**	**$ 1,540,000.00**

Commissioners Court - Regular Session **34.**

Meeting Date: 01/09/2018

WCCHD Remodel P322; Change Order #11

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 11 in the amount of $2,071.00 for securing existing door frames throughout building, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Trimbuilt Construction, Inc. in relation to the Williamson County Texas Avenue Facility Remodel (WCCHD Office Renovations) Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCCHD Change Order 11

WCCHD CO11 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 08:14 AM
Form Started By: Gina Wrehsnig		Started On: 01/04/2018 07:42 AM
Final Approval Date: 01/04/2018		

P. O. Box 80169
Austin, TX 78708-0169
(512) 832-1979

Trimbuilt Construction, Inc.
On time. Every time.

Change Request

To: Williamson County
710 Main St.
Georgetown, TX 78626

PH: (512) 943-1599 Fax: (512) 930-3313

Number: 11
Date: 11/20/2017
Project: Wilco WCCHD Office Renovations
Job #: 6148E

Description: Secure existing loose frames

We are pleased to offer the following specifications and pricing to make the following changes:

Remove all trim and screw all existing frames where loose for reuse.

Description:	Price
Drywall Acoustical Demo	1,900.00
Insurance	28.50
Profit / Fee	95.00
P & P Bond	47.50
Total:	**2,071.00**

If you have any questions, please contact me at 512-832-1979.

Submitted by:

Trimbuilt Construction, Inc.

cc:

Approved By: _____

Date: 12-5-17

P. O. Box 90169
Austin, TX 78708 - 0169
(512) 832 - 1979

Trimbuilt Construction, Inc.
On time. Every time.

Change Order
Wilco
6148E

Date 11/20/17

To: **Michael H.**

	Amount
Remove all trim and screw all existing frames where loose for reuse.	$
Regular hours	$
No new trim figured	$
	$
	$
	$
	$
	$
	$
TOTAL	$ 1,900.00

If you have any questions, please contact me at (512) 832 1979.

Submitted by:
Trimbuilt Construction, Inc.

Quote expires in 90 days if not accepted, and is subject to escalation rates based on commencement date of project

Williamson County Facilities - Job Cost Tracking Log

Project: WCCHD Remodel # P322 **Change Order #:** 11

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 1,440,000.00		$ 100,000.00				$ 1,540,000.00	$ 1,540,000.00
1	Pending										$ 1,540,000.00
2	Denied										$ 1,540,000.00
3	Denied										$ 1,540,000.00
4	9/26/2017	Owner	7	$ 3,113.00		$ (3,113.00)					$ 1,540,000.00
5	11/14/2017	Owner		$ 1,071.25		$ (1,071.25)					$ 1,540,000.00
6		Architect	0	$ 7,733.00		$ (7,733.00)					$ 1,540,000.00
7	11/14/2017	Architect		$ 7,386.00		$ (7,386.00)					$ 1,540,000.00
8	11/14/2017	Owner		$ 5,987.00		$ (5,987.00)					$ 1,540,000.00
9		Architect	0	$ 2,376.00		$ (2,376.00)					$ 1,540,000.00
10		Owner	0	$ 5,236.02		$ (5,236.02)					$ 1,540,000.00
11		Architect	0	$ 2,071.00		$ (2,071.00)					$ 1,540,000.00
12											$ 1,540,000.00
13											$ 1,540,000.00
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23											$ 1,540,000.00
24											$ 1,540,000.00
25											$ 1,540,000.00
26											$ 1,540,000.00
27											$ 1,540,000.00
28											$ 1,540,000.00
29											$ 1,540,000.00
30											$ 1,540,000.00
			7	**$ 1,474,973.27**	**$ -**	**$ 65,026.73**	**$ -**	**$ -**	**$ -**	**$ 1,540,000.00**	**$ 1,540,000.00**

Commissioners Court - Regular Session **35.**

Meeting Date: 01/09/2018

WCCHD Remodel P322; Change Order #12

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 12 in the amount of $4,755.13 for relocating existing service window and associated work, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Trimbuilt Construction, Inc. in relation to the Williamson County Texas Avenue Facility Remodel (WCCHD Office Renovations) Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCCHD Change Order 12

WCCHD CO12 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 08:14 AM
Form Started By: Gina Wrehsnig		Started On: 01/04/2018 07:45 AM
Final Approval Date: 01/04/2018		

P. O. Box 80169
Austin, TX 78708-0169
(512) 832-1979

Trimbuilt Construction, Inc.
On time. Every time.

Change Request

To: Williamson County
710 Main St.
Georgetown, TX 78626

PH: (512) 943-1599 Fax: (512) 930-3313

Number: 12
Date: 11/30/2017
Project: Wilco WCCHD Office Renovations
Job #: 6148E

Description: ASI #8 - Transaction Window

We are pleased to offer the following specifications and pricing to make the following changes:

ASI #8 - relocate transaction window and new millwork in Rm 124

Description:	Price
Drywall Acoustical Demo	500.00
Painting	250.00
Millwork	3,612.50
Insurance	65.44
Profit / Fee	218.13
P & P Bond	109.06
Total:	**4,755.13**

If you have any questions, please contact me at 512-832-1979.

Submitted by:

Trimbuilt Construction, Inc.

cc:

Approved By: _____

Date: 11-30-17

Traci Dolph

From: Julio Vazquez <jvpaintstexas@gmail.com>
Sent: Thursday, November 30, 2017 8:43 AM
To: Traci Dolph
Cc: Michael Holiman; Austin Young
Subject: Re: ASI #8 - WCCHD - Need pricing asap

Traci,

The cost is $250.

Sent from my iPhone

On Nov 30, 2017, at 8:38 AM, Traci Dolph <TDolph@trimbuilt.com> wrote:

> Julio – just waiting on you to price these changes....please advise.
>
> Kind Regards,
>
> Traci Dolph
> Assistant Project Manager
> Trimbuilt Construction, Inc.
> 12800 North Lamar Blvd
> Austin, Texas 78753
> 512-832-1979 Office
> 512-529-6992 Cell
> 512-873-0142 Fax
> tdolph@trimbuilt.com
> www.trimbuilt.com
> <image001.jpg>
>
> **From:** Traci Dolph
> **Sent:** Friday, November 17, 2017 9:38 AM
> **To:** Steve Blount <SBlount@trimbuilt.com>; Greg Stepanski <GStepanski@trimbuilt.com>; Julio Vazquez <jvpaintstexas@gmail.com>
> **Cc:** Michael Holiman <MHoliman@trimbuilt.com>; Austin Young <ayoung@trimbuilt.com>
> **Subject:** ASI #8 - WCCHD - Need pricing asap
> **Importance:** High
>
> Drywall and Painters:
> Please get me pricing on the attached. The window will need to be moved 1'9" towards the exterior.
> Thanks!
>
> Kind Regards,
>
> Traci Dolph
> Assistant Project Manager

Traci Dolph

From: Steve Blount
Sent: Tuesday, November 28, 2017 9:23 AM
To: Traci Dolph; Greg Stepanski
Cc: Michael Holiman; Howard Kindred
Subject: RE: ASI #8 - WCCHD - Need pricing asap

$500 to relocate the transaction window.
Reply all if approved.
THNX

Stephen Blount
Estimator
Trimbuilt Construction, Inc.
12800 North Lamar
Austin, Texas 78753
512-832-1979 Office
512-225-6416 Direct
512-873-0142 Fax
512-577-0285 Mobile
sblount@trimbuilt.com
www.trimbuilt.com

Trimbuilt Construction, Inc.
On time. Every time.

From: Traci Dolph
Sent: Tuesday, November 28, 2017 9:05 AM
To: Steve Blount; Greg Stepanski; 'Julio Vazquez'
Cc: Michael Holiman; Austin Young
Subject: RE: ASI #8 - WCCHD - Need pricing asap
Importance: High

Still need pricing on this guys....please get to me today.

Kind Regards,

Traci Dolph
Assistant Project Manager
Trimbuilt Construction, Inc.
12800 North Lamar Blvd
Austin, Texas 78753
512-832-1979 Office
512-529-6992 Cell

EURO-TEX. MFG

P.O. BOX 71

HUTTO,TX 78634

PH: (512) 759-1330 FAX (512) 759-1332

Bid Sheet for: TRIM BUILT Date 11/16/2017

Project **WCCHD OFFICE RENOVATION**
Project #
Job Includes:

ASI # 8 NEW MILLWORK RM 124

DRAWER STACKS	1.5	*Ln.Ft.*	PLASTIC LAMINATED LOWER CABINETS WITH 5/8" MELAMINE DRAWER BOXES AND FULL EXTENSION DRAWER GUIDES
LAMINATED SUPPORTS	2	*QTY.*	PLASTIC LAMINATED LEG SUPPORT
COUNTER TOP	7.5	*Ln.Ft.*	PLASTIC LAMINATED COUNTERTOP WITH SQUARE EDGES AND 4" BACK SPLASH AS REQUIRED
SHOP FABRICATED PLASTIC LAMINATED PASS THROUGH KNEE WALL	5	*Ln.Ft.*	SHOP FABRICATED PLASTIC LAMINATED PASS THROUGH KNEE WALL

MILLWORK QUALIFICATIONS

CABINETS WILL BE BUILT "CUSTOM GRADE" FRAMELESS CONSTRUCTION
WILSONART PLASTIC LAMINATE HAS BEEN PRICED
ANY CHANGES IN MATERIAL AND/OR COLOR SELECTION AFTER BID DATE CAN AFFECT COST
ANY INSURANCE REQUIREMENT WHERE WE ARE CHARGED AN ADDITIONAL PREMIUM WILL BE CHARGED BACK TO CONTRACTOR
A RESALE CERTIFICATE MUST BE PROVIDED BY GC FOR COMMERCIAL RENOVATION PROJECTS
THIS PROPOSAL INCLUDES INSTALLATION OF MILLWORK
THIS PROPOSAL IS BASED ON ALL WORK BEING COMPLETED IN ONE PHASE
OUR PRICE INCLUDES SHOP DRAWINGS

BID QUALIFICATION

A COPY OF THIS PROPOSAL MUST BE INCLUDED IN THE SUBCONTRACT DOCUMENTS BEFORE ANY WORK BEGINS
THIS PROPOSAL IS VALID FOR A PERIOD OF 30 DAYS.
BILLING WILL BEGIN UPON SUBMITTAL OF SHOP DRAWINGS
FIRST BILLING WILL BE COMPRISED OF SHOP DRAWINGS FEE AND A 30% MATERIAL DRAW.

EXCLUSIONS

AFTER HOURS INSTALLATION
RESTROOM VANITIES
ANY ADDITIONAL INSURANCE OR BONDING
AWI CERTIFICATIONS AND/OR LABELS ARE EXCLUDED
ALL GLASS WORK PREFORMED BY OTHERS
WINDOWS SILLS, CASING , CHAIR RAIL , CROWN MOLDINGS , BASE BOARD
ANY ACRYLIC PANELS
RESTROOM PARTITIONS
PUTTY WORK OR CAULKING OF TRIM
ANY FINISH WORK UNLESS STATED IN LINE ITEM ABOVE
DOORS, FRAMES, HARDWARE AND GLAZING
ANY IN WALL BLOCKING
METAL IN-WALL BRACKETS, OR SUB-FRAMING EXCEPT AS LISTED IN THIS SCOPE.
SINKS
ANY ITEMS OR TASKS NOT LISTED IN THIS SCOPE.
EXTERIOR WORK
CEILINGS

ACKNOWLEDGMENT
NO ADDENDUMS

COMMERCIAL CONDITIONS AND CLARIFICATIONS
DUE TO DAILY CHANGES IN OUR WORKLOAD, AND AWAITING RESULTS FROM OUTSTANDING BIDS, WE CAN NOT COMMIT TO A SCHEDULE UNTIL PROJECT HAS BEEN AWARDED ,PROJECT IS SUBJECT TO CREW AND FACILITY CAPACITY AT THE TIME OF AWARD.

TOTAL NO TAX	**$**	**3,612.50**	

CONSTRUCTION, DELIVERY, AND INSTALLATION

Acceptance Of Bid Means Acceptance Of Terms.
Terms: Net 30 Days.
Over 30 Day: 1.5% Per Month ($ 5.00 Min) 18% Per Year.
Price is good for 30 days

Signature **Date**

Williamson County Facilities - Job Cost Tracking Log

Project: WCCHD Remodel # P322 **Change Order #:** 12

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 1,440,000.00		$ 100,000.00				$ 1,540,000.00	$ 1,540,000.00
1	Pending										$ 1,540,000.00
2	Denied										$ 1,540,000.00
3	Denied										$ 1,540,000.00
4	9/26/2017	Owner	7	$ 3,113.00		$ (3,113.00)					$ 1,540,000.00
5	11/14/2017	Owner		$ 1,071.25		$ (1,071.25)					$ 1,540,000.00
6		Architect	0	$ 7,733.00		$ (7,733.00)					$ 1,540,000.00
7	11/14/2017	Architect		$ 7,386.00		$ (7,386.00)					$ 1,540,000.00
8	11/14/2017	Owner		$ 5,987.00		$ (5,987.00)					$ 1,540,000.00
9		Architect	0	$ 2,376.00		$ (2,376.00)					$ 1,540,000.00
10		Owner	0	$ 5,236.02		$ (5,236.02)					$ 1,540,000.00
11		Architect	0	$ 2,071.00		$ (2,071.00)					$ 1,540,000.00
12		Owner	0	$ 4,755.13		$ (4,755.13)					$ 1,540,000.00
13											$ 1,540,000.00
14											$ 1,540,000.00
15											$ 1,540,000.00
16											$ 1,540,000.00
17											$ 1,540,000.00
18											$ 1,540,000.00
19											$ 1,540,000.00
20											$ 1,540,000.00
21											$ 1,540,000.00
22											$ 1,540,000.00
23											$ 1,540,000.00
24											$ 1,540,000.00
25											$ 1,540,000.00
26											$ 1,540,000.00
27											$ 1,540,000.00
28											$ 1,540,000.00
29											$ 1,540,000.00
30											$ 1,540,000.00
			7	**$ 1,479,728.40**	**$ -**	**$ 60,271.60**	**$ -**	**$ -**	**$ -**	**$ 1,540,000.00**	**$ 1,540,000.00**

Commissioners Court - Regular Session **36.**

Meeting Date: 01/09/2018

Cedar Park Tax Office - Change Order 5

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Cedar Park Tax Office Remodel Project; Change Order # 5 in the amount of $12,022.00 for additional concrete and handrail work necessary to complete the drive through structure as designed, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

Background

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Falkenberg Construction Co., Inc. in relation to the Williamson County Cedar Park Tax Office Remodel Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CPTO Change Order 5

CPTO CO5 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 08:14 AM
Form Started By: Gina Wrehsnig		Started On: 01/04/2018 07:47 AM
Final Approval Date: 01/04/2018		

Falkenberg
CONSTRUCTION CO., INC.
4850 SAMUELL BLVD. • MESQUITE, TEXAS 75149
214-324-4779 • Fax 214-324-4667

Change Order Request

Job Name: Williamson Co. CP Tax Office
Address: 350 Discovery Dr. Ste. 101
Cedar Park, TX

Estimate No.: COR5R3
Estimator: jc
Checked By: jc

Date: 10/30/2017

Description: RE: RFI 13 - Concrete Elevations

CSI	DESCRIPTION	COMMENTS	QTY	UNIT	Labor MH $	Labor Ext $	Material Unit $	Material Ext $	Equipment Unit $	Equipment Ext $	Subcontract Unit $	Subcontract Ext $	Total Cost
1	GENERAL CONDITIONS					$ 1,024.00		$ -		$ -		$ -	$ 1,024.00
	Payroll												$ -
	Project Manager		16	HR	$ 64.00	$ 1,024.00		$ -		$ -		$ -	$ 1,024.00
	Superintendent			HR	$ 44.80	$ -		$ -		$ -		$ -	$ -
						$ -		$ -		$ -		$ -	
2	SITEWORK					$ -		$ -		$ -		$ -	$ -
3	CONCRETE					$ -		$ -		$ -		$ 7,850.00	$ 7,850.00
	Stair Formwork		1	LS		$ -		$ -		$ -	$ 950.00	$ 950.00	$ 950.00
	Island Concrete		1	LS		$ -		$ -		$ -	$ 3,500.00	$ 3,500.00	$ 3,500.00
	Elevation Change & Adtl.	Engineer Revisions	1	LS		$ -		$ -		$ -	$ 3,400.00	$ 3,400.00	$ 3,400.00
4	MANSONRY					$ -		$ -		$ -		$ -	$ -
5	STEEL					$ -		$ -		$ -		$ 1,100.00	$ 1,100.00
	Steel Engineering	PE Stamp	1	LS		$ -		$ -		$ -	$ 750.00	$ 750.00	$ 750.00
	Handrails		1	LS		$ -		$ -		$ -	$ 350.00	$ 350.00	$ 350.00
6	WOODS & PLASTICS					$ -		$ -		$ -		$ -	$ -
7	THERMAL & MOISTURE PROTECTION					$ -		$ -		$ -		$ -	$ -
8	DOORS & WINDOWS					$ -		$ -		$ -		$ -	$ -
9	FINISHES					$ -		$ -		$ -		$ 225.00	$ 225.00
	Paint Handrails		1	LS		$ -		$ -		$ -	$ 75.00	$ 75.00	$ 75.00
	Stair Nosings		1	LS		$ -		$ -		$ -	$ 150.00	$ 150.00	$ 150.00
10	SPECIALTIES					$ -		$ -		$ -		$ -	$ -
11	EQUIPMENT					$ -		$ -		$ -		$ -	$ -
12	FURNISHINGS					$ -		$ -		$ -		$ -	$ -
13	SPECIAL CONSTRUCTION					$ -		$ -		$ -		$ -	$ -
14	CONVEYING SYSTEMS					$ -		$ -		$ -		$ -	$ -
15	MECHANICAL					$ -		$ -		$ -		$ -	$ -
16	ELECTRICAL					$ -		$ -		$ -		$ -	$ -

Comments:

NOTE:

Subtotal		$ 10,199.00
With O&P		$ 11,728.85
Bond		$ 293.22
Other		$ -
Grand Total		$ 12,022.07
Change Order Amt:		**$12,022.00**

Twelve Thousand Twenty Two and 00/100 .....Dollars

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement above, as fully as if the same were repeated in this acceptance.

FALKENBERG CONSTRUCTION COMPANY, INC.	Change Order: ACCEPTED DENIED
By: John Castro Project Manager	By: Date: 12-28-17

Williamson County Facilities - Job Cost Tracking Log

Project: Cedar Park Tax Office # P452 **Change Order #:** 5

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Cost of Work	Owner Contingency	Total Updated Contract Amount
Contract				$ 690,225.00	$ 170,000.00	$ 860,225.00
1	8/8/2017	Owner		$ 2,385.00	$ (2,385.00)	$ 860,225.00
2	10/24/2017	A&E		$ 5,757.00	$ (5,757.00)	$ 860,225.00
3	10/24/2017	Owner		$ 9,142.00	$ (9,142.00)	$ 860,225.00
4	10/24/2017	Contractor		$ (7,596.00)	$ 7,596.00	$ 860,225.00
5		Contractor		$ 12,022.00	$ (12,022.00)	$ 860,225.00
6	10/24/2017	Contractor		$ 6,372.00	$ (6,372.00)	$ 860,225.00
7	10/24/2017	Contractor		$ 6,785.00	$ (6,785.00)	$ 860,225.00
8	11/14/2017	Owner		$ 10,704.00	$ (10,704.00)	$ 860,225.00
9	PENDING REVIEW					$ 860,225.00
10	10/24/2017	Owner		$ 1,186.00	$ (1,186.00)	$ 860,225.00
11	11/14/2017	Owner		$ 10,632.00	$ (10,632.00)	$ 860,225.00
12	11/14/2017	Contractor		$ 11,896.00	$ (11,896.00)	$ 860,225.00
13	11/14/2017	A&E		$ 3,725.00	$ (3,725.00)	$ 860,225.00
14	11/14/2017	Contractor		$ 3,280.00	$ (3,280.00)	$ 860,225.00
15	11/14/2017	Owner		$ 1,598.00	$ (1,598.00)	$ 860,225.00
16						$ 860,225.00
17						$ 860,225.00
18						$ 860,225.00
19						$ 860,225.00
20						$ 860,225.00
21						$ 860,225.00
22						$ 860,225.00
23						$ 860,225.00
24						$ 860,225.00
25						$ 860,225.00
26						$ 860,225.00
27						$ 860,225.00
28						$ 860,225.00
29						$ 860,225.00
30						$ 860,225.00
						$ 860,225.00
			0	**$ 768,113.00**	**$ 92,112.00**	**$ 860,225.00**

Commissioners Court - Regular Session **37.**

Meeting Date: 01/09/2018

Sheriff's Office Training Center, P323 - Change Order 11

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Change Order #11 in the amount of $2,582.21 for interior signage, which was executed by Gary Wilson, Director of Williamson County Facilities, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Signage Allowance.

Background

On September 6, 2016, the Williamson County Commissioners Court granted Gary Wilson, Director of Williamson County Facilities, with general authority to approve change orders for the Agreement for Construction Services with American Constructors, Inc. in relation to the Williamson County Sheriff's Office Training Center Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC Change Order 11

SOTC CO11 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 08:14 AM
Form Started By: Gina Wrehsnig		Started On: 01/04/2018 07:48 AM
Final Approval Date: 01/04/2018		

COST ITEMIZATION

PCO NO.	11
PROJECT:	**Williamson County Sheriff's Office Training Center**
CONSTR. MGR.:	**American Constructors, Inc.**
DOCUMENT NAME:	PR 020
SUBJECT:	Department logo Allowance
DATE:	12/11/17
Funding Source	Allowance - Department Logo
Extended Calendar Days Requested:	0 days

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
AAG	**Department logo Allowance**	**$2,582.21**		**$2,582.21**
***** Quote backup for sub pricing is attached*****				
			Total	**$2,582.21**

Note:

The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforeseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of $7,994,640.00.

David A. Achterberg

Digitally signed by David A. Achterberg
DN: C=US, E=dachterberg@bsw-architects.com, O=Brinkley Sargent Wiginton Architects, CN=David A. Achterberg
Location: Austin, TX
Contact Info: dachterberg@bsw-architects.com
Date: 2017.12.12 17:37:24-06'00'

Brinkley Sargent Wiginton Architects — Date

12-13-17

Williamson County — Date

PROPOSAL REQUEST

BRINKLEY SARGENT WIGINTON ARCHITECTS

Distribution: OWNER ☒ ARCHITECT ☒ CONSULTANT ☐ CONTRACTOR ☒ FIELD ☐ OTHER ☐

PROJECT: **Williamson County Sheriff's Office Training Center**
8160 Chandler Road
Hutto, TX 78634

PROPOSAL REQUEST NO: 20

OWNER: Williamson County
3151 SE Inner Loop
Georgetown, Texas 78626

TO: American Constructors, Inc.
11900 West Parmer Lane
Cedar Park, TX 78613

INITIATION DATE: 11/6/2017

PROJECT NO.: 21522.00
CONTRACT DATE: 12/20/16

CONTRACT FOR: General Construction

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

Description: Incorporate the following revisions to the documents to provide and install new badge and patch emblems, and to clarify the design and location of the wall vinyl for 01 02 00, 1.02C. Note that the badge and patch emblems are to be in the shape of the respective badge or patch, and not square as graphically shown. Coordinate mounting on the various substrates.

Item No. 1. Sheet A901 - INTERIOR ELEVATIONS
A. Add new wall mounted badge emblem in Lobby.

Item No. 2. Sheet A903 - INTERIOR ELEVATIONS
A. Add wall mounted badge and patch emblems in Training Room.

Item No. 3. Sheet A904 - INTERIOR ELEVATIONS
A. Clarified design and location for wall applied vinyl badge and patch emblems in Defense Tactics.
B. Add wall mounted badge and patch emblems in Defense Tactics.

Attachments: Sheets A901 - INTERIOR ELEVATIONS, A903 - INTERIOR ELEVATIONS, and A904 - INTERIOR ELEVATIONS, PDFs of badge and patch emblems

END OF PROPOSAL REQUEST #20

ISSUED: BRINKLEY SARGENT WIGINTON ARCHITECTS
By: David Achterberg November 6, 2017

ARCHITECT DATE

Document: BSWA-CA-PR Version: 1.01

Austin Architectural Graphics

1406 E 5th St
Austin, TX 78702
United States
Website: aagsigns.com
Phone: 512-473-2075

Quote

Sales Rep	Job #	Date
Daryl Mutz daryl@aagsigns.com	1328	2017-12-06

Bill To:	Job Location:
AMERICAN CONSTRUCTORS, INC. 11900 West Parmer Lane, Suite 200 Cedar Park, TX 78613 United States	8160 Chandler Road, Georgetown TX 78726 Grant Huling (512) 773-2360 ghuling@acitexas.com

Quantity	Description	Unit Cost	Cost
1	Badges 3'x3' (2) Applied Directly to Wall. (7) Applied to 3/8" Acrylic	$2,091.71	$2,091.71
1	Install Of Badges	$490.50	$490.50

Notes:

Per Contract Agreement	PR 020 Total $2,582.21

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

AMERICAN CONSTRUCTORS, INC.

By:_____

Name:_____

Date:_____

Austin Architectural Graphics

By:_____

Name:_____

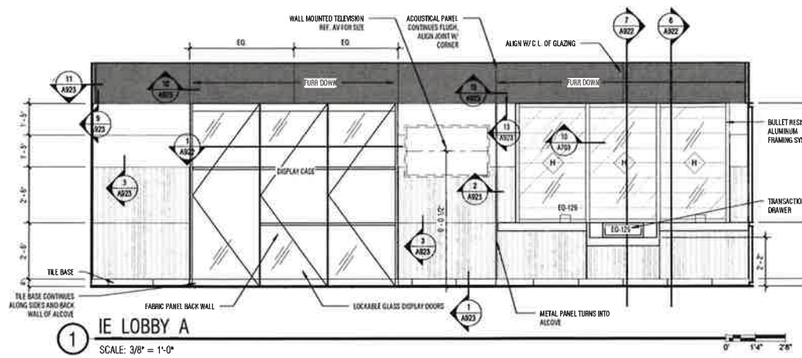
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This proposal may be withdrawn if not accepted within 30 days. By signing, Customer accepts Company's proposal for the Job and agrees to all of the terms of the purchase contract.

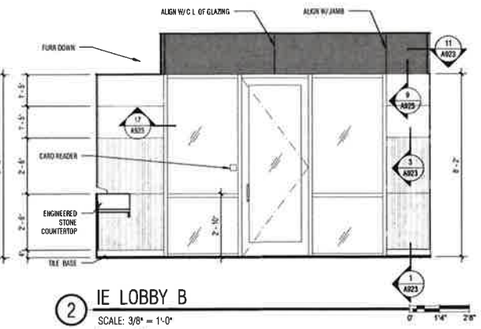

WILLIAMSON COUNTY
SHERIFF
BLESSED ARE OUR
THE STATE OF TEXAS
PEACEMAKERS


SHERIFF
WILLIAMSON COUNTY
STATE OF TEXAS
TEXAS

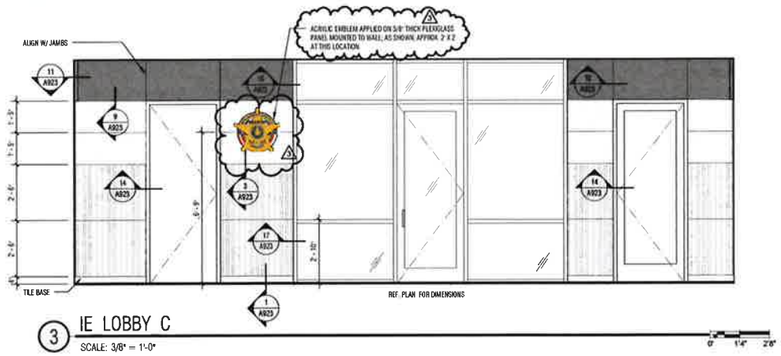
© 2016 Brinkley Sargent Wigginton Architects, Inc.



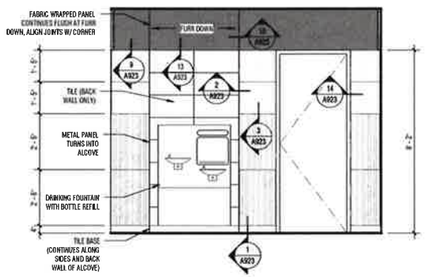
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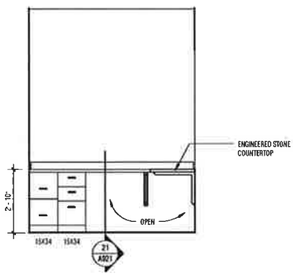
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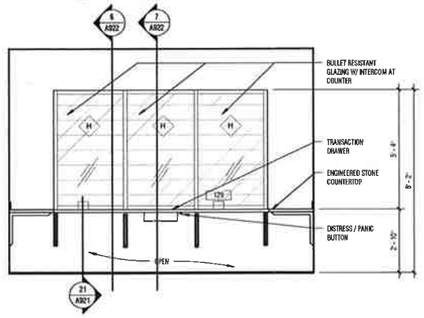
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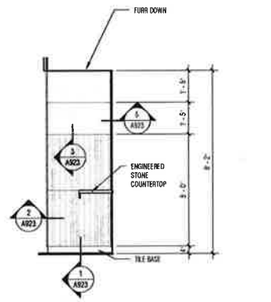
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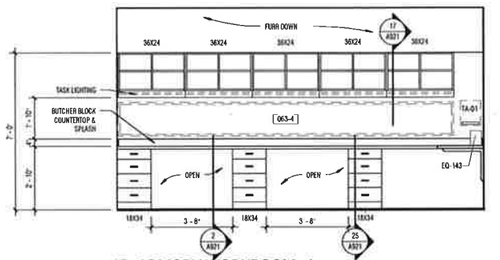
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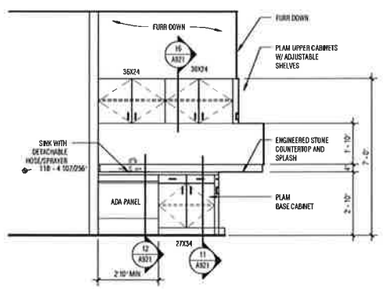
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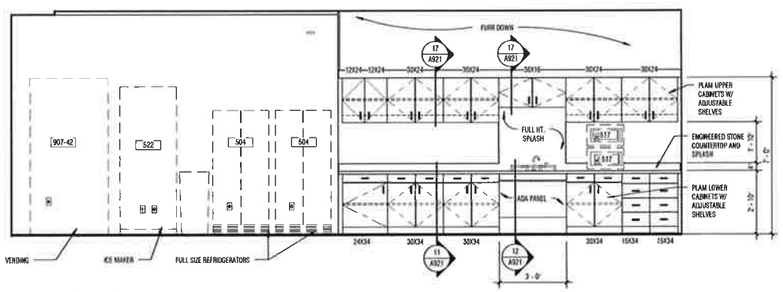
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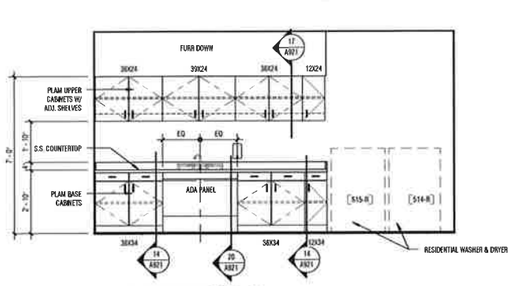
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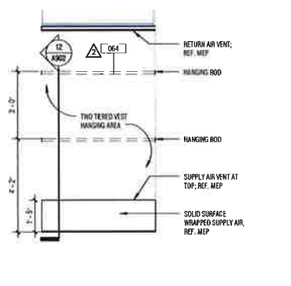
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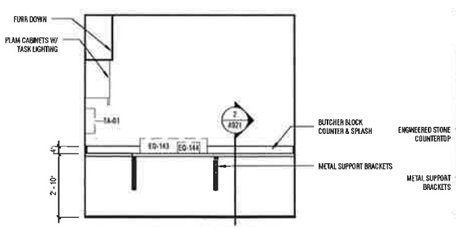
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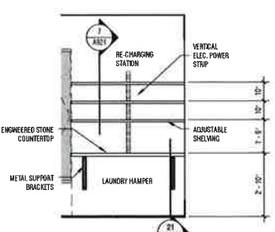
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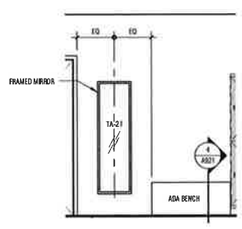
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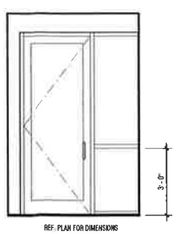
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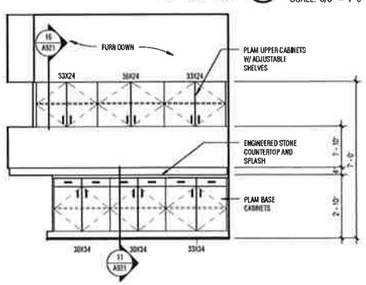
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SCALE: 3/8" = 1'-0"



18 IE ADA BENCH AND MIRROR
SCALE: 3/8" = 1'-0"



15 IE GLAZING @ ENTRANCE VESTIBULES
SCALE: 3/8" = 1'-0"



8 IE COPIER C
SCALE: 3/8" = 1'-0"

WALL MATERIAL LEGEND

- BASE
- FABRIC WRAPPED ACOUSTICAL PANEL
- METAL PANEL 1
- METAL PANEL 2
- METAL PANEL 3
- LAMINATE PANELING

GLAZING SCHEDULE

NO.	TYPE
A	1/4" CLEAR FLOAT GLAZING
AF	1/4" CLEAR FLOAT GLAZING FROSTED
C	1/4" TEMPERED GLAZING, TYP
D	1/4" TEMPERED GLAZING, FROSTED
H	1-1/4" LAMINATED POLYCARBONATE SECURITY GLAZING
SP	SPANDREL PANEL
T	1" INSULATED GLAZING WITH LOW-E COATING
TF	1" INSULATED FROSTED GLAZING WITH LOW-E COATING
TM	1" INSULATED GLAZING LAMINATED FOR IMPACT RESISTANCE W/ LOW-E COATING
W	1" INSULATED GLAZING
WM	1" INSULATED GLAZING LAMINATED FOR IMPACT RESISTANCE (REF. SPEC)
WF	1" INSULATED GLAZING, FROSTED

ALL EXT. GLAZING TYPE 'T' UNLESS NOTED OTHERWISE
ALL INT. GLAZING TYPE 'C' UNLESS NOTED OTHERWISE



BRINKLEY SARGENT WIGINTON ARCHITECTS

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Technology: Datacom Design Group (512) 478-6001

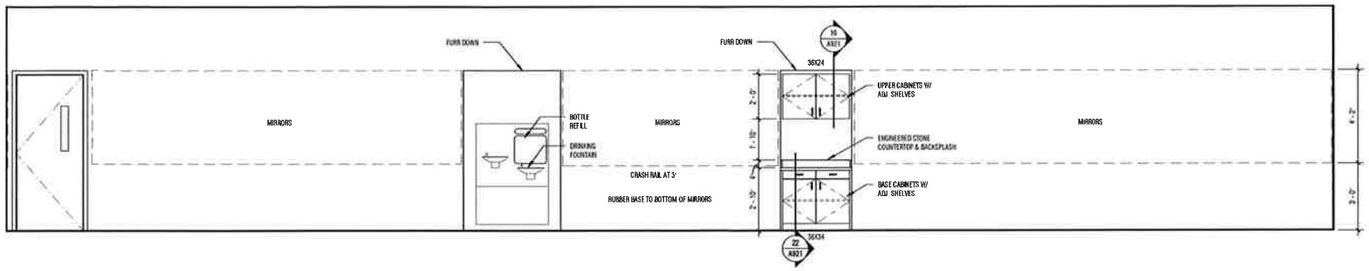
WILLIAMSON COUNTY
SHERIFF'S OFFICE TRAINING CENTER
8160 Chandler Road, Hutto, TX 78634

HISTORY		
#	DATE	DESCRIPTION
1	03-22-2017	SD 6
2	10-27-2017	PR 021
3	11-06-2017	PR 029

REGISTERED ARCHITECT DAVID BRINKLEY 18334 STATE OF TEXAS

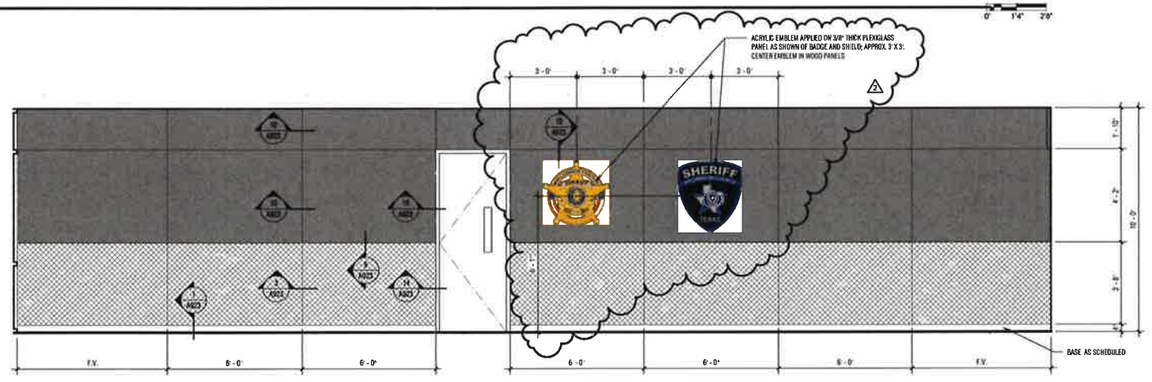
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© 2016 Brinkley Sargent Wiginton Architects, Inc.



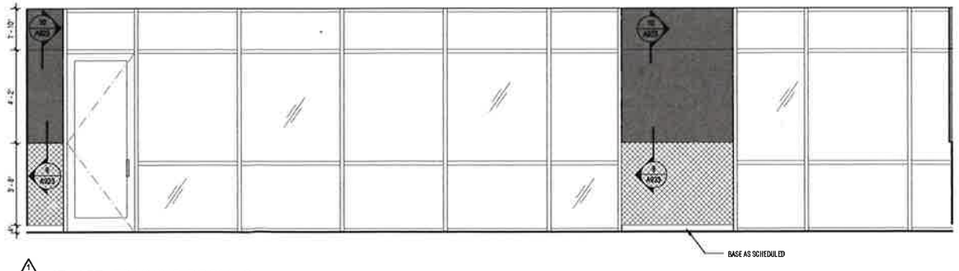
4 IE WEIGHT ROOM D.F. A

SCALE: 3/8" = 1'-0"



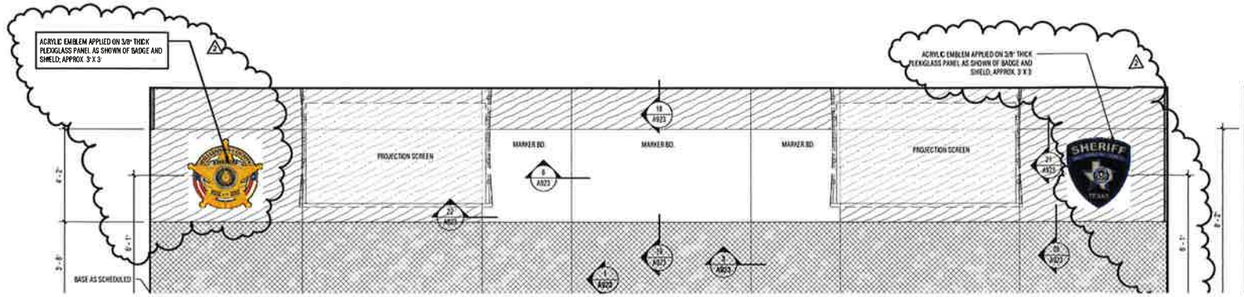
5 IE TRAINING ROOM D

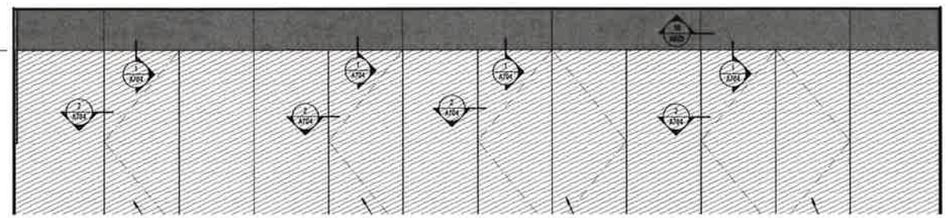
SCALE: 3/8" = 1'-0"



6 IE 157 TRAINING ROOM C

SCALE: 3/8" = 1'-0"





WALL MATERIAL LEGEND

- BASE
- FABRIC WRAPPED ACOUSTICAL PANEL
- METAL PANEL 1
- METAL PANEL 2
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- LAMINATE PANELING

GLAZING SCHEDULE

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ALL EXT. GLAZING TYPE 'T' UNLESS NOTED OTHERWISE
ALL INT. GLAZING TYPE 'C' UNLESS NOTED OTHERWISE

⚠1 PR 1581 - MOVED INTERIOR ELEVATIONS ON SHEET, BUT NO CHANGES. REF. SHEET A811

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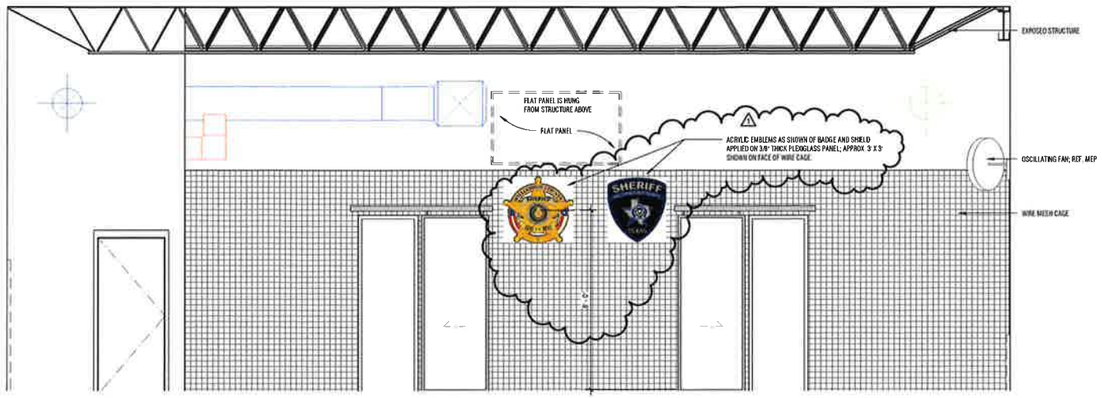
BRINKLEY SARGENT WIGINTON ARCHITECTS

WILLIAMSON COUNTY
SHERIFF'S OFFICE TRAINING CENTER
8160 Chandler Road, Hutto, TX 78634

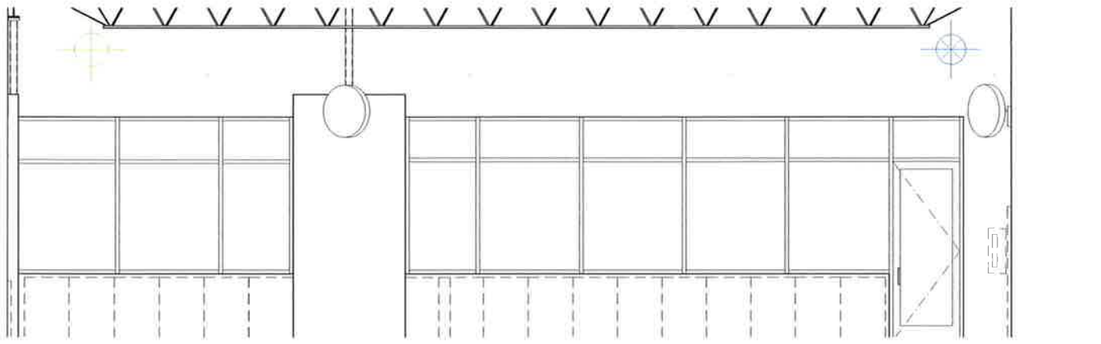
HISTORY		
#	DATE	DESCRIPTION
1	10-24-2017	PR 015
2	11-06-2017	PR 020

11/9/2017 6:15:57 PM

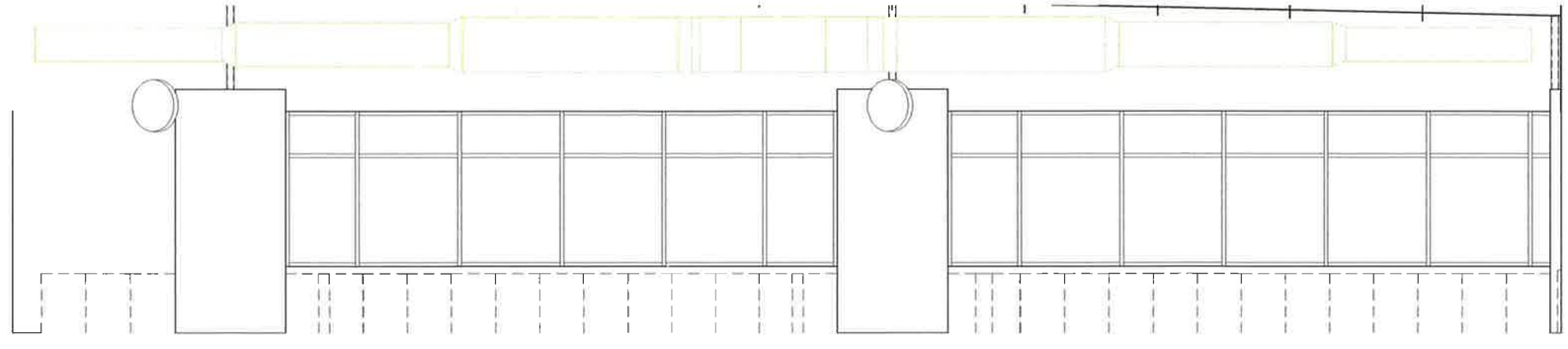
© 2016 Brinkley Sargent Wiginton Architects, Inc



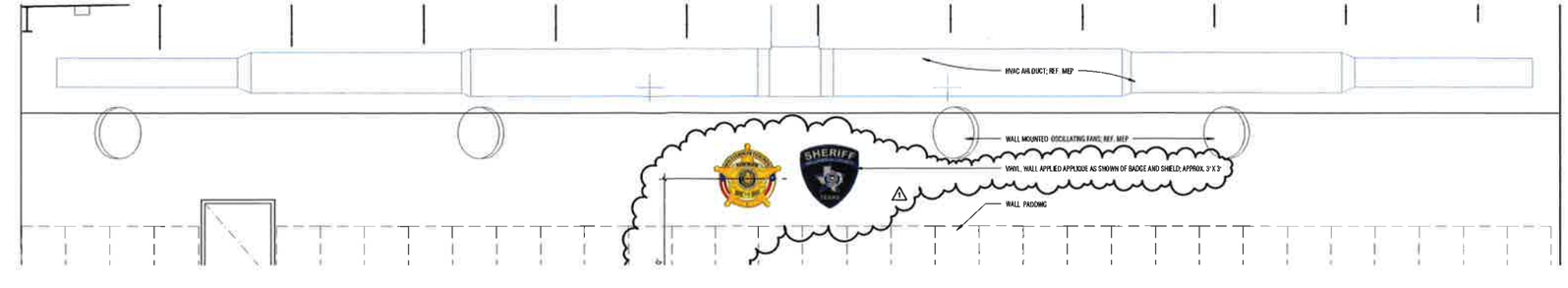
1 IE DEFENSE TACTICS ROOM A
SCALE: 3/8" = 1'-0"



2 IE DEFENSE TACTICS ROOM C
SCALE: 3/8" = 1'-0"



3 IE DEFENSE TACTICS ROOM B
SCALE: 3/8" = 1'-0"



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BRINKLEY SARGENT WIGINTON ARCHITECTS

WILLIAMSON COUNTY
SHERIFF'S OFFICE TRAINING CENTER

8160 Chandler Road, Hutto, TX 78634

HISTORY		
#	DATE	DESCRIPTION
1	11-06-2017	PR 020

Doug Ball
REGISTERED TEXAS ARCHITECT
STATE OF TEXAS
19534

Williamson County Facilities - Job Cost Tracking Log

Project: SO Training Center # P323 **Change Order #:** 11

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee		
Contract				**$ 6,509,639.00**	**$ 285,095.00**	**$ 285,095.00**	**$ 203,500.00**	**$ 502,053.00**	**$ 209,258.00**	**$ 7,994,640.00**	**$ 7,994,640.00**
1	5/30/2017		22	$ 1,200.00	$ -	$ -	$ (1,200.00)				$ 7,994,640.00
2	7/11/2017		16	$ 106,356.00	$ (106,356.00)	$ -	$ -				$ 7,994,640.00
3	5/30/2017		0	$ 8,330.00	$ (8,330.00)	$ -	$ -				$ 7,994,640.00
4	5/30/2017		0	$ 225.00	$ -	$ -	$ (225.00)				$ 7,994,640.00
5	5/30/2017		0	$ 22,460.00	$ (22,460.00)	$ -	$ -				$ 7,994,640.00
6	5/30/2017		0	$ 8,807.11	$ -	$ -	$ (8,807.11)				$ 7,994,640.00
7	10/24/2017		0	$ 95,783.00	$ -	$ -	$ (95,783.00)				$ 7,994,640.00
8	10/24/2017		0	$ 23,156.00	$ -	$ -	$ (23,156.00)				$ 7,994,640.00
9	PENDING REVIEW										$ 7,994,640.00
10	PENDING REVIEW										$ 7,994,640.00
11		Architect	0	$ 2,582.21	$ -	$ -	$ (2,582.21)				$ 7,994,640.00
12	5/30/2017		0	$ (10,441.00)	$ 10,441.00	$ -	$ -				$ 7,994,640.00
13	5/30/2017		0	$ (12,751.00)	$ 12,751.00	$ -	$ -				$ 7,994,640.00
14	10/24/2017		0	$ 37,736.00	$ (37,736.00)	$ -	$ -				$ 7,994,640.00
15	7/11/2017		0	$ 4,743.00	$ -	$ -	$ (4,743.00)				$ 7,994,640.00
16	7/11/2017		0	$ 31,331.65	$ (31,331.65)	$ -	$ -				$ 7,994,640.00
17	7/11/2017		0	$ (1,856.86)	$ 1,856.86	$ -	$ -				$ 7,994,640.00
18	7/11/2017		0	$ (5,083.00)	$ 5,083.00	$ -	$ -				$ 7,994,640.00
19	7/11/2017		0	$ 665.00	$ (665.00)	$ -	$ -				$ 7,994,640.00
20	7/11/2017		0	$ (8,023.00)	$ 8,023.00	$ -	$ -				$ 7,994,640.00
21	7/11/2017		0	$ 6,139.00	$ (6,139.00)	$ -	$ -				$ 7,994,640.00
22	7/11/2017		0	$ 12,050.00	$ (12,050.00)	$ -	$ -				$ 7,994,640.00
23	PENDING REVIEW										$ 7,994,640.00
24	PENDING REVIEW										$ 7,994,640.00
25	10/24/2017		0	$ 9,244.00	$ (9,244.00)	$ -	$ -				$ 7,994,640.00
26	PENDING REVIEW										$ 7,994,640.00
27	10/24/2017			$ 13,203.08	$ (13,203.08)	$ -	$ -				$ 7,994,640.00
28	10/24/2017		5	$ (16,602.00)	$ 16,602.00	$ -	$ -				$ 7,994,640.00
29	10/24/2017		0	$ (22,116.00)	$ 22,116.00	$ -	$ -				$ 7,994,640.00
30	10/24/2017		5	$ 2,009.15	$ (2,009.15)	$ -	$ -				$ 7,994,640.00
31	12/12/2017	Architect	0	$ 4,336.00	$ (4,336.00)	$ -	$ -				$ 7,994,640.00
32	10/24/2017		3	$ 2,825.00	$ (2,825.00)	$ -	$ -				$ 7,994,640.00
33	12/12/2017		3	$ 6,569.00	$ (6,569.00)	$ -	$ -				$ 7,994,640.00
34	12/12/2017	Architect	0	$ (3,993.00)	$ 3,993.00	$ -	$ -				$ 7,994,640.00
35	PENDING REVIEW										$ 7,994,640.00
36	12/12/2017	Owner	7	$ 8,620.10	$ (8,620.10)	$ -	$ -				$ 7,994,640.00
37	12/12/2017	Architect	0	$ 579.60	$ (579.60)	$ -	$ -				$ 7,994,640.00
											$ 7,994,640.00
											$ 7,994,640.00
											$ 7,994,640.00
											$ 7,994,640.00
			61	**$ 6,837,723.04**	**$ 93,507.28**	**$ 285,095.00**	**$ 67,003.68**	**$ 502,053.00**	**$ 209,258.00**	**$ 7,994,640.00**	**$ 7,994,640.00**

Commissioners Court - Regular Session **38.**

Meeting Date: 01/09/2018

Sheriff's Office Training Center, P323 - Change Order 38

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Change Order #38 in the amount of $12,383.00 for flooring revisions to change polished concrete areas to vinyl tile, which was executed by Gary Wilson, Director of Williamson County Facilities, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Construction Managers Contingency.

Background

On September 6, 2016, the Williamson County Commissioners Court granted Gary Wilson, Director of Williamson County Facilities, with general authority to approve change orders for the Agreement for Construction Services with American Constructors, Inc. in relation to the Williamson County Sheriff's Office Training Center Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC Change Order 38

SOTC CO38 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 08:14 AM
Form Started By: Gina Wrehsnig		Started On: 01/04/2018 07:49 AM
Final Approval Date: 01/04/2018		

COST ITEMIZATION

PCO NO.	**38**
PROJECT:	**Williamson County Sheriff's Office Training Center**
CONSTR. MGR.:	**American Constructors, Inc.**
DOCUMENT NAME:	PR 018
SUBJECT:	PR 018 Flooring changes

AMERICAN CONSTRUCTORS

DATE: 11/27/17

Funding Source CM Contingency

Extended Calendar Days Requested: 0 days

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
Flooring Sol	**Flooring Changes**	**$12,383.00**		**$12,383.00**

PROPOSAL REQUEST

BRINKLEY SARGENT WIGINTON ARCHITECTS

Distribution: OWNER ☒ ARCHITECT ☒ CONSULTANT ☐ CONTRACTOR ☒ FIELD ☐ OTHER ☐

PROJECT: **Williamson County Sheriff's Office Training Center**
8160 Chandler Road
Hutto, TX 78634

PROPOSAL REQUEST NO: **18**

OWNER: Williamson County
3151 SE Inner Loop
Georgetown, Texas 78626

TO: American Constructors, Inc.
11900 West Parmer Lane
Cedar Park, TX 78613

INITIATION DATE: 11/3/2017

PROJECT NO.: 21522.00

CONTRACT FOR: General Construction

CONTRACT DATE: 12/20/16

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

Description: Incorporate the following revisions to the documents to install LVT flooring over the polished concrete floor areas and to modify some of the grout selections for the wall and floor tile.

Item No. 1. Sheet A800 - FINISH SCHEDULE & EQUIPMENT SCHEDULE, NOTES & LEGEND
A. Revise polished concrete floor areas to LVT as indicated on Room Finish Schedule
B. Revise tile grout colors as indicated on Room Finish Schedule

Item No. 2. Sheet A821 - ENLARGED FINISH PLAN, FINISH ELEVATIONS, FINISH DETAILS
A. Refer to enlarged floor plans for floor finish transitions.

Attachments: Sheet A800 - FINISH SCHEDULE & EQUIPMENT SCHEDULE, NOTES & LEGEND, Sheet A821 - ENLARGED FINISH PLAN, FINISH ELEVATIONS, FINISH DETAILS

END OF PROPOSAL REQUEST #18

ISSUED: BRINKLEY SARGENT WIGINTON ARCHITECTS
By: David Achterberg November 3, 2017

ARCHITECT DATE

Document: BSWA-CA-PR Version: 1.01

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ROOM FINISH SCHEDULE

#	NAME	FLOOR	BASE	WALL N	WALL S	WALL E	WALL W	CEILING	FINISH NOTES
	FILES	--	--	--	--	--	--	--	--
100	VEST	WCT1	RB1	--	--	P8	P8	--	--
101	LOBBY	TR1, TR2, TR3	PT4	MP1/ MP2/ AP1	MP1/ MP2/ AP1	MP1/ MP2/ AP1	MP1/ MP2/ AP1/ PT5	--	1, 2, 3, 4, 5
102	RECRUITING OFFICE	CPT2	RB1	P1	P1	P1	P1	--	3
103	STORAGE	CPT2	RB1	P1	P1	P1	P1	--	--
104	TOILET	TR1	--	PT2/ PT3/ P1	PT2/ PT3/ P1	PT2/ PT3/ P1	PT2/ PT3/ P1	--	1, 6, 7
105	FUTURE OFFICE	SC	RB1	P1	P1	P1	P1	--	--
106	VEST	CPT1	RB1	P1	P1	P1	--	--	--
107	N/S CORR.	LVT-1 3	RB1/ PT4	--	P1	P1/ CR1	P2/ CR2	--	--
109	RECEPTIONIST	CPT1	RB1	P2	P1	P1	P1	--	2
110	COPIER	CPT1	RB1	P1	P1	P1	P1	--	2
111	CONFERENCE	CPT2	RB1	P1	P1	P1	P1	--	--
112	SERGEANT	CPT2	RB1	P1	P1	P1	P1	--	--
113	SERGEANT	CPT2	RB1	P1	P1	P1	P1	--	--
114	LIEUTENANT	CPT2	RB1	P1	P1	P1	P1	--	--
115	LIEUTENANT	CPT2	RB1	P1	P1	P1	P1	--	--
116	CAPTAIN	CPT2	RB1	P1	P1	P1	P1	--	--
117	CAPTAIN	CPT2	RB1	P1	P1	P1	P1	--	--
118	INSTRUCTOR	CPT1	RB1	P1	P1	P1/ CR1	P1	--	--
119	VEST	WCT1	RB1	--	--	P1/ CR1	P2/ CR2	--	--
120	BREAKROOM	LVT-1 3	RB1	P3	P4/ CR3	P3	P3	--	2
121	OPERATIONS BRIEFING	CPT2	RB1	P1/ CR1/ P9	P1/ P2	P1/ CR1/ P9	P1/ CR1/ P9	--	9
123	GENERAL STORAGE	SC	RB1	P1	P1	P1	P1	--	--
124	IT DATA	SC	RB1	P1	P1	P1	P1	--	--
125	CENTRAL JAN.	SC	RB1	P1	P1/ CT1	P1	P1/ CT1	--	10
126	LAUNDRY	SC	RB1	EP1	EP1	EP1	EP1	--	2
127	ARMORY BREAKDOWN	SC	RB1	P1	P1	P1	P1	--	--
128	ELEC	SC	RB1	P1	P1	P1	P1	--	--
129	MECHANICAL / SPRINKLER	SC	RB1	P1	P1	P1	P1	--	--
130	ARMORY WORKROOM	SC	RB1	P1	P9	P1	P1	--	2
131	STORAGE	SC	--	P1	P1	P1	P1	--	--
132	WORKROOM	SC	--	P1	P1	P1	P1	--	2
133	CORR.	SC	RB1	P1/ CR1	P1/ CR1	--	P1	--	--
134	SWAT LOCKER ROOM	SC	RB1	P5	P5	P5	P5	--	2
135	L3 DRIVING SIMULATOR	CPT2	RB1	P1	P1	P1	P1	--	--
136	SWAT DMRO / FIELD STOR	SC	RB1	P1	P1	P1	P1	--	2
137	VEST	WCT1	RB1	--	--	P2/ CR2	P1/ CR1	--	--
138	CORR	SC	RB1	--	P1	P2/ CR2	P1/ CR1	--	--
139	MILO RANGE PRO SIMULATOR	CPT1	RB1	P1	P1	P1	P1	--	--
140	VEST	SC	RB1	P1	P1	P1/ CR1	P1/ CR1	--	--
141	FX STORAGE	SC	RB1	P1	--	--	P1	--	--
142	D.T. EQUIP STORAGE	SC	RB1	P1	--	P1	--	--	--
143	DEFENSE TACTICS	SC	RB1	P1	P1	P1	P1	P6	8, 11, 12
144	WEIGHT TRAINING	RF1	RB1/ RB3	RB3/ P5/ CR3/ MR1/ PT6	RB1/ P5	RB1/ P5	RB3/ P5/ CR3/ MR1	--	2
145	LOCKER ROOM	PT1	RB1	P1	P1	P1	P1	--	--
146	SHOWER	PT1/ PT8	--	PT2/ PT7	PT2/ PT7	PT2/ PT7	PT2/ PT7	P7/ PT8	1, 2, 3, 14, 15, 16, 17
147	TOILET	PT1	--	PT2/ PT4/ PT7/ P1	PT2/ PT4/ PT7/ P1	PT2/ PT4/ PT7/ P1	PT2/ PT4/ PT7/ P1	--	13, 14, 15, 16
148	CORR.	LVT-1 3	RB1	P1/ CR1	P1/ CR1	P1/ CR1	P1/ CR1	--	--
149	LOCKER ROOM	PT1	RB1	P1	P1	P1	P1	--	--
150	LOCKER ROOM	PT1	RB1	P1	P1	P1	P1	--	--
151	SHOWER	PT1/ PT8	--	PT2/ PT7	PT2/ PT7	PT2/ PT7	PT2/ PT7	P7/ PT8	1, 2, 3, 14, 15, 16, 17
152	TOILET	PT1	--	PT2/ PT4/ PT7/ P1	PT2/ PT4/ PT7/ P1	PT2/ PT4/ PT7/ P1	PT2/ PT4/ PT7/ P1	--	2, 13, 14, 15, 16
153	W. CORR.	PT1	--	PT2/ PT7/ P1	PT2/ PT7/ P1	PT2/ PT7/ P1	PT2/ PT7/ P1	--	13, 14, 15, 16
154	E/W CORR.	LVT-1	RB1	P1/ CR1	P1/ CR1	P2/ CR2	--	--	--
155	CORR	LVT-1 3	RB1	P1	P1	P1	P1	--	--
157	TRAINING ROOM	CPT1	RB2	L3, AP2	MP3, AP2	MP3, L3	MP3, AP2	LAY-IN	1, 2, 3
159	STORAGE	SC	RB1	P1	P1	P1	P1	--	--
160	INSTRUCTOR	CPT1	RB1	P1	P1	P1	P1	LAY-IN	--
165	CORR.	LVT-1 3	RB1	--	P1	P1/ CR1	P1/ CR1	--	--

FINISH LEGEND

FLOORS

CARPET TILE
CPT1 - MOHAWK, BIGELOW, SECTOR, 7927 SHALE
24"X24" TILES, MONOLITHIC INSTALLATION
CPT2 - MOHAWK, BIGELOW, LATERAL SURFACE, 7927 SHALE
24"X24" TILES, MONOLITHIC INSTALLATION

POLISHED CONCRETE
PC

RUBBER FLOORING
RF1 - CAPRI CORK, RETIRE SHADES OF BLACK, BLUE MOON (RT4003)
4'WIDE ROLLS, 9MM THICK

SEALED CONCRETE
SC

PORCELAIN TILE
PT1 - CONCEPT SURFACES, TRACES, MAHOGANY, 12"X24"
(USE LATICRETE 78 STERLING SILVER GROUT)
3 PT8 - CONCEPT SURFACES, UPTOWN, TAUPE 03, 2"X2"
(USE LATICRETE 60 DUSTY GREY GROUT, SHOWER FLOORS)

TERRAZZO
TR1 - AMERICAN TERRAZZO, WILLIAMSON COUNTY SHERIFF, PLATE #1
LIGHT GRAY MATRIX WITH DARK GRAY AND GOLD CHIPS
TR2 - AMERICAN TERRAZZO, WILLIAMSON COUNTY SHERIFF, PLATE #2
LIGHT GRAY MATRIX WITH DARK GRAY AND BLUE CHIPS
TR3 - AMERICAN TERRAZZO, WILLIAMSON COUNTY SHERIFF, PLATE #100
WILLIAMSON COUNTY BLUE MATRIX WITH BLUE CHIPS
TR4 - AMERICAN TERRAZZO, WILLIAMSON COUNTY SHERIFF, PLATE #4
LIGHT GRAY MATRIX WITH LIGHT GRAY CHIPS
TR5 - AMERICAN TERRAZZO, WILLIAMSON COUNTY SHERIFF, PLATE #5
BLACK MATRIX WITH BLACK AND WHITE CHIPS

WALK-OFF CARPET TILE
WCT1 - MOHAWK, STEP IN STYLE II, 955 COBALT

VINYL TILE
3 LVT-1 - AVA, DOGN, ANTIQUE SANTORINI AS002 12"X24"
LVT-2 - AVA, DOGN, ANTIQUE STONE FLORENCE AS003 12"X24"

WALLS

ACOUSTICAL PANELS
AP1 - MAHARAM, PARALLEL 901180, 032 BRANDY
AP2 - MAHARAM, PARALLEL 901180, 034 MAGNET

CERAMIC TILE
CT1 - CONCEPT SURFACES, HAYES, TAUPE, 4"X4"
(USE LATICRETE 60 DUSTY GREY GROUT)

CRASH RAILS
CR1 - CS, ACROVYN, SCR-40N, 858 PUMICE
CR2 - CS, ACROVYN, SCR-40N, 930 BLUE SILK
CR3 - CS, ACROVYN, SCR-40N, 162 CHARCOAL

EPOXY PAINT
EP1 - MATCH P1

FABRIC PANELS
FP1 - MAHARAM, SPIRAL 901862, 006 GRAPHITE
(BACK WALL OF DISPLAY CASE IN LOBBY)

METAL PANELS
MP1 - GAGE, VERTICAL SURFACING, GC103
MP2 - GAGE, VERTICAL SURFACING, GM403S
MP3 - GAGE, VERTICAL SURFACING, GC107A (AL)

PAINT
ALL PAINT TO BE SHERWIN WILLIAMS
P1 - SW7044 AMAZING GRAY (ALL WALLS U.N.O.)
P2 - SW9238 FOGGY BAY
P3 - SW0055 LIGHT FRENCH GRAY
P4 - SW6228 REFUGE (ACCENT IN BREAK ROOM)
P5 - SW6531 INDIGO (ACCENT IN WEIGHT TRAINING)
P6 - SW7674 PEPPERCORN (H.M. FRAMES)
P7 - SW7006 EXTRA WHITE (ALL CVT. BD. CEILINGS)
P8 - SW7032 WARM STONE (ACCENT IN VESTIBULE)
P9 - SHERWIN WILLIAMS DRY ERASE COATING OVER SW7006
EXTRA WHITE PAINT

PORCELAIN TILE
PT2 - CONCEPT SURFACES, MAKO, YUCCA GRIGIO, 12"X24"
3 (USE LATICRETE 78 STERLING SILVER GROUT ON ALL
WALLS THAT HAVE PT2 TILE)
PT3 - CONCEPT SURFACES, MAKO, CEDAR BRUNO, 1"X24"
PT4 - CONCEPT SURFACES, MAKO, CEDAR BRUNO, 4"X24"
PT5 - CONCEPT SURFACES, MAKO, CEDAR BRUNO, 12"X24"
3 (USE LATICRETE 60 DUSTY GREY GROUT)
PT6 - CONCEPT SURFACES, CLASSIC, COBALT BRIGHT, GLOSS,
1"X1" PENNY ROUND (USE LATICRETE 45 RAVEN GROUT)
PT7 - CONCEPT SURFACES, MAKO, CEDAR BRUNO
REFER TO 2/A821, CUT 12"X24" TILE AS REQUIRED TO
ACHIEVE DESIGNATED HEIGHTS

RUBBER BASE
RB1 - JOHNSONITE, TRADITIONAL RUBBER COVE BASE,
4B GREY, 4" HIGH
RB2 - JOHNSONITE, TRADITIONAL RUBBER COVE BASE,
178 IRONSTONE, 4"H
RB3 - CAPRI CORK, RETIRE SHADES OF BLACK, BLUE MOON
(RT4003) 4'WIDE ROLLS, 2MM THICK

CASEWORK

BUTCHER BLOCK
BB

ENGINEERED STONE COUNTERTOPS
ES1 - WILSONART QUARTZ, XCAREY 04008(3)
ES2 - WILSONART QUARTZ, GREY LAKE Q1909

PLASTIC LAMINATE
L1 - WILSONART, GILDED MESH 4912-38
L2 - WILSONART, SILVER ALCHEMY 4660K-07
L3 - WILSONART, WILLIAMSBURG CHERRY
L4 - WILSONART, PEWTER MESH

STAINLESS STEEL
SS

FINISH NOTES

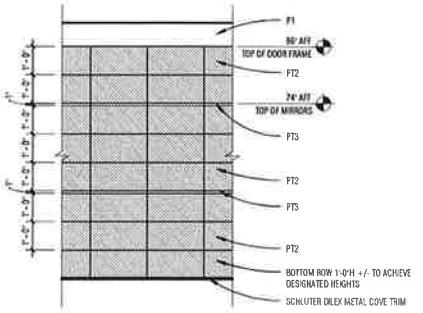
1. REFER TO FINISH PLANS FOR EXTENT / LAYOUT OF FINISHES.
2. REFER TO SHEETS A900 SERIES / INTERIOR ELEVATIONS.
3. REFER TO REFLECTED CEILING PLANS FOR EXTENT/LAYOUT OF FIN
4. PROVIDE TERRAZZO LOGO AT LOBBY 101. REFER TO SHEET A821 F
5. PROVIDE SCHLUTER-QUADEC (BRUSHED ANTIQUE BRONZE ANODI
6. REFER TO 1/A821 FOR VERTICAL TILE DIMENSIONS/CONTROL.
7. WALL TILE AT FLOOR TO BE FINISHED WITH SCHLUTER-DILEX-AHK
8. EXPOSED STEEL COLUMNS PAINTED P2.
9. P1 BELOW DOUBLE CRASH RAIL/ P9 FROM DOUBLE CRASH RAIL T
10. CERAMIC TILE (CT1) WAINSCOT AT MOP SINK FULL EXTENT (COF
11. PAINT ALL STRUCTURE AND MECHANICAL ITEMS P6 ABOVE 11'-6
12. ALLOW FOR LOGO ON PLAN WEST WALL IN 143. NATURE OF LOC
13. REFER TO 2/A821 FOR VERTICAL TILE DIMENSIONS/ CONTROL.
14. COVE BASE TO BE SCHLUTER DILEX-AHK (SATIN NICKEL ANODIZ
15. INSIDE CORNERS AT TILE WALLS TO BE SCHLUTER-DILEX-AHK (S
16. OUTSIDE CORNERS AT TILE WALLS TO BE SCHLUTER-RONDEC (S
17. REFER TO 2/A821 FOR VERTICAL TILE DIMENSIONS/ CONTROL.
18. PROVIDE ACOUSTICAL BOARD TO UNDERSIDE OF METAL DECK IN

GENERAL NOTES

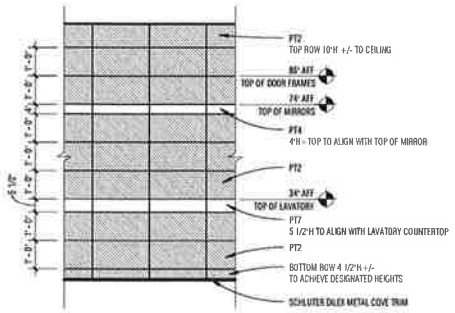
1. REFER TO LEGEND ON EACH SHEET FOR PLAN NORTH. PLAN NORT
2. PREPARE ALL EXPOSED STEEL TO SMOOTH FINISH PRIOR TO PAIN
3. CONTRACTOR TO PROVIDE TRANSITION STRIPS AT ALL FLOORING
4. WHERE ADJACENT FLOORING MATERIALS CREATE DIFFERENT HEIG
5. ALL DRYWALL CEILINGS AND BULKHEADS PAINTED P1 UNLESS N
6. WHERE DOUBLE CRASH RAILS ARE SPECIFIED, CENTER OF TOP RA
7. CORNER GUARDS TO MATCH ADJACENT CRASH RAIL COLOR.
8. ALL FLOOR AND TILE PATTERNS ARE STACKED BOND LAYOUT. RE
9. WALL TILE JOINTS TO ALIGH WITH FLOOR TILE JOINTS.
10. ALL INTERIOR HOLLOW METAL FRAMES PAINTED P6 UNLESS NO
11. EXPOSED SPRINKLER PIPING TO MATCH ROOF DECK COLOR WITH
12. AT PT WAINSCOTS AND WALLS, WHERE TILE IS NECESSARY, CUT
13. ALL SITE STEEL PAINTED P6 UNLESS NOTED OTHERWISE.
14. ALL EXTERIOR STEEL DOORS AN FRAMES PAINTED P6 UNLESS N
15. REFERENCE SHEET A811 FOR LOCATIONS AND EXTENTS OF CORI
16. SUBMIT LAYOUT OF TILE PATTERN FOR APPROVAL.
17. SUBMIT LAYOUT OF CARPET PATTERN FOR APPROVAL.
18. VARY TILE BED DEPTH TO ACHIEVE A SMOOTH SURFACE
19. ALL FLOOR FINISHES MUST BE PROTECTED THROUGHOUT CONS
20. ALL PLASTIC LAMINATED DOORS TO BE L3 UNLESS NOTED OTHE

1/3/2017 12:56:37 PM

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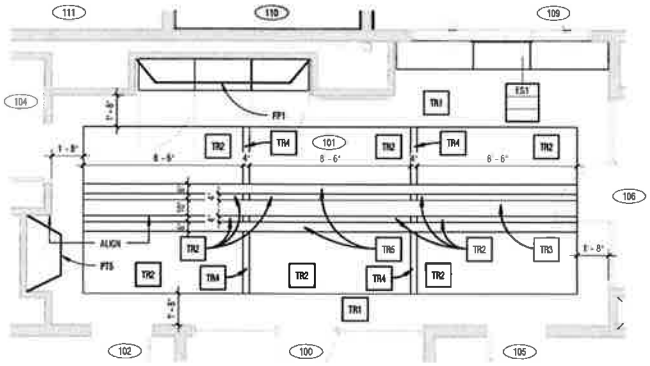
1 WALL TILE PATTERN - ROOM 104
SCALE: 3/8" = 1'-0"



2 WALL TILE PATTERN - ROOM 146 & 151
SCALE: 3/8" = 1'-0"

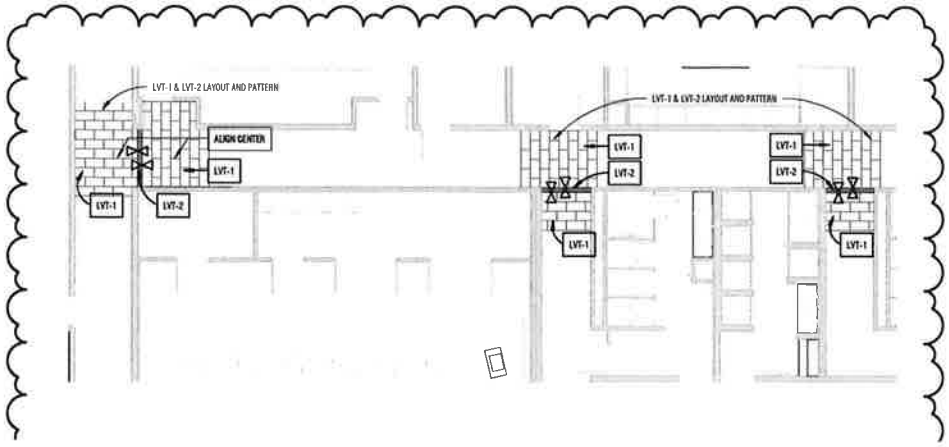


3 WALL TII
SCALE: 3/8" =

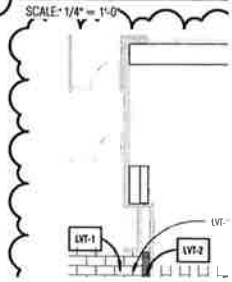




5 LEVEL 1 - ENLARGED FINISH PLAN - LOBBY 101
SCALE: 1/4" = 1'-0"



7 EP FINISH PLAN - TOI
SCALE: 1/4" = 1'-0"



Date:
11/10/2017
To:
Grant Hutton
Customer PO:
CONTRACT

Flooring SOLUTIONS INC
8606 Wall Street, Building 16
Austin , TX 78754
Phone : (512) 335-8089 / Fax: (512) 258-2581

Change Order Request

53389
Job No: 11782
Request #: 9
CO #: 0

Invoice To:	***Job Name:***
AMERICAN CONSTRUCTORS 11900 W. PARMER LN Suite 200 CEDAR PARK, TX 78613	WILCO SOTC 8160 CHANDLER ROAD HUTTO, TX 78634

Grant Hutton Phone: (512) 328-2026- Cell: Pager: Fax: (512) 328-2520-	Dustin Wiegers Phone: (512) 328-2026- Cell: (512) 743-7107- Pager: Fax: (512) 328-2520-		

From:	***Project Manager:***	***Estimator:***
Matt Salyers	H, Eli	

Description of Change Order Request:
MS - ADD VPF IN ROOMS 107, 120, 148, 154, 155, 165

MS - ADD VPF IN ROOMS 107, 120, 148, 154, 155, 165

ADD

	MANUFACTURER:			***STYLE:***		
	COLOR NAME:	***COLOR NUMBER:***	***UOM:***	***QUANTITY:***	***UNIT PRICE:***	***TOTAL PRICE:***
1	**VPF-1 SUPPLIED AND INSTALLED -**					
	AVA DESIGN			AVA DSGN 12" X 24"		
	ANTIQUE STONE SANTORINI	AS002	SY	**2,664.00**	**4.449**	**11,851.00**
2	**ADHESIVE MATERIALS SUPPLIED ONLY -**					
	XL			STIX ESSENTIAL RES SPRAY ADHESIVE - 22 OZ		
	NA		EA	**19.00**	**28.000**	**532.00**

Total ADD **$12,383.00**

Tax Exempt Total This Option : **$12,383.00**

SALESMAN'S SIGNATURE _____ ***Approximate Installation Start Date:***

CUSTOMER'S AUTHORIZATION _____

Williamson County Facilities - Job Cost Tracking Log

Project: SO Training Center # P323 **Change Order #:** 38

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee		
Contract				**$ 6,509,639.00**	**$ 285,095.00**	**$ 285,095.00**	**$ 203,500.00**	**$ 502,053.00**	**$ 209,258.00**	**$ 7,994,640.00**	**$ 7,994,640.00**
1	5/30/2017		22	$ 1,200.00	$ -	$ -	$ (1,200.00)				$ 7,994,640.00
2	7/11/2017		16	$ 106,356.00	$ (106,356.00)	$ -	$ -				$ 7,994,640.00
3	5/30/2017		0	$ 8,330.00	$ (8,330.00)	$ -	$ -				$ 7,994,640.00
4	5/30/2017		0	$ 225.00	$ -	$ -	$ (225.00)				$ 7,994,640.00
5	5/30/2017		0	$ 22,460.00	$ (22,460.00)	$ -	$ -				$ 7,994,640.00
6	5/30/2017		0	$ 8,807.11	$ -	$ -	$ (8,807.11)				$ 7,994,640.00
7	10/24/2017		0	$ 95,783.00	$ -	$ -	$ (95,783.00)				$ 7,994,640.00
8	10/24/2017		0	$ 23,156.00	$ -	$ -	$ (23,156.00)				$ 7,994,640.00
9	PENDING REVIEW										$ 7,994,640.00
10	PENDING REVIEW										$ 7,994,640.00
11		Architect	0	$ 2,582.21	$ -	$ -	$ (2,582.21)				$ 7,994,640.00
12	5/30/2017		0	$ (10,441.00)	$ 10,441.00	$ -	$ -				$ 7,994,640.00
13	5/30/2017		0	$ (12,751.00)	$ 12,751.00	$ -	$ -				$ 7,994,640.00
14	10/24/2017		0	$ 37,736.00	$ (37,736.00)	$ -	$ -				$ 7,994,640.00
15	7/11/2017		0	$ 4,743.00	$ -	$ -	$ (4,743.00)				$ 7,994,640.00
16	7/11/2017		0	$ 31,331.65	$ (31,331.65)	$ -	$ -				$ 7,994,640.00
17	7/11/2017		0	$ (1,856.86)	$ 1,856.86	$ -	$ -				$ 7,994,640.00
18	7/11/2017		0	$ (5,083.00)	$ 5,083.00	$ -	$ -				$ 7,994,640.00
19	7/11/2017		0	$ 665.00	$ (665.00)	$ -	$ -				$ 7,994,640.00
20	7/11/2017		0	$ (8,023.00)	$ 8,023.00	$ -	$ -				$ 7,994,640.00
21	7/11/2017		0	$ 6,139.00	$ (6,139.00)	$ -	$ -				$ 7,994,640.00
22	7/11/2017		0	$ 12,050.00	$ (12,050.00)	$ -	$ -				$ 7,994,640.00
23	PENDING REVIEW										$ 7,994,640.00
24	PENDING REVIEW										$ 7,994,640.00
25	10/24/2017		0	$ 9,244.00	$ (9,244.00)	$ -	$ -				$ 7,994,640.00
26	PENDING REVIEW										$ 7,994,640.00
27	10/24/2017			$ 13,203.08	$ (13,203.08)	$ -	$ -				$ 7,994,640.00
28	10/24/2017		5	$ (16,602.00)	$ 16,602.00	$ -	$ -				$ 7,994,640.00
29	10/24/2017		0	$ (22,116.00)	$ 22,116.00	$ -	$ -				$ 7,994,640.00
30	10/24/2017		5	$ 2,009.15	$ (2,009.15)	$ -	$ -				$ 7,994,640.00
31	12/12/2017	Architect	0	$ 4,336.00	$ (4,336.00)	$ -	$ -				$ 7,994,640.00
32	10/24/2017		3	$ 2,825.00	$ (2,825.00)	$ -	$ -				$ 7,994,640.00
33	12/12/2017		3	$ 6,569.00	$ (6,569.00)	$ -	$ -				$ 7,994,640.00
34	12/12/2017	Architect	0	$ (3,993.00)	$ 3,993.00	$ -	$ -				$ 7,994,640.00
35	PENDING REVIEW										$ 7,994,640.00
36	12/12/2017	Owner	7	$ 8,620.10	$ (8,620.10)	$ -	$ -				$ 7,994,640.00
37	12/12/2017	Architect	0	$ 579.60	$ (579.60)	$ -	$ -				$ 7,994,640.00
38		Architect	0	$ 12,383.00	$ (12,383.00)						$ 7,994,640.00
											$ 7,994,640.00
											$ 7,994,640.00
											$ 7,994,640.00
			61	**$ 6,850,106.04**	**$ 81,124.28**	**$ 285,095.00**	**$ 67,003.68**	**$ 502,053.00**	**$ 209,258.00**	**$ 7,994,640.00**	**$ 7,994,640.00**

Commissioners Court - Regular Session **39.**

Meeting Date: 01/09/2018

Sheriff's Office Training Center, P323 - Change Order 39

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Change Order #39 in the amount of $4,872.28 for the interior signage entrance marquee, which was executed by Gary Wilson, Director of Williamson County Facilities, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owners Signage Allowance.

Background

On September 6, 2016, the Williamson County Commissioners Court granted Gary Wilson, Director of Williamson County Facilities, with general authority to approve change orders for the Agreement for Construction Services with American Constructors, Inc. in relation to the Williamson County Sheriff's Office Training Center Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC Change Order 39

SOTC CO39 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 08:14 AM
Form Started By: Gina Wrehsnig		Started On: 01/04/2018 07:51 AM
Final Approval Date: 01/04/2018		

COST ITEMIZATION

PCO NO. 39

PROJECT: **Williamson County Sheriff's Office Training Center**

CONSTR. MGR.: **American Constructors, Inc.**

DOCUMENT NAME: PR 016

DATE: 12/11/17

SUBJECT: PR 016 Interior Signage

Funding Source: Allowance - Entrance Marquee

Extended Calendar Days Requested: 0 days

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
AAG	**PR 016 Interior Signage**	**$4,872.28**		**$4,872.28**

PROPOSAL REQUEST

BRINKLEY SARGENT WIGINTON ARCHITECTS

Distribution: OWNER ☒ ARCHITECT ☒ CONSULTANT ☐ CONTRACTOR ☒ FIELD ☐ OTHER ☐

PROJECT: **Williamson County Sheriff's Office Training Center**
8160 Chandler Road
Hutto, TX 78634

PROPOSAL REQUEST NO: **16**

OWNER: Williamson County
3151 SE Inner Loop
Georgetown, Texas 78626

TO: American Constructors, Inc.
11900 West Parmer Lane
Cedar Park, TX 78613

INITIATION DATE: 11/6/2017

PROJECT NO.: 21522.00

CONTRACT FOR: General Construction

CONTRACT DATE: 12/20/16

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

Description: Incorporate the following revisions to the documents to clarify the sign types, locations, and sign schedule.

Item No. 1. Sheet A213 - FLOOR PLAN - INTERIOR SIGNAGE
A. Add new sheet indicating sign types and locations

Item No. 2. Sign Schedule
A. Replaces 10 44 00 INTERIOR SIGNS, 3.4 Schedule for Photopolymer signs and 3.6 Schedule for Painted Letter Signage.

Attachments: Sheet A213 - FLOOR PLAN - INTERIOR SIGNAGE, Sign Schedule

END OF PROPOSAL REQUEST #16

ISSUED: BRINKLEY SARGENT WIGINTON ARCHITECTS
By: David Achterberg November 6, 2017

ARCHITECT DATE

Document: BSWA-CA-PR Version: 1.01

JOB DUE DATE

PROPOSAL

DATE 6/26/17 PG. 1 OF 2

COMPANY American Constructors

ADDRESS 4330 Gaines Ranch Loop, Suite 230, Austin, TX 78735

PHONE 512-328-2026 FAX

CONTACT Grant Hutton EMAIL ghutton@acitexas.com

EMAIL

PROJECT Williamson County Sheriffs Training Fac P.O.# QUOTE# 7-27-15

INSTALL ADDRESS 8160 Chandler Road, Georgetown, TX 78634 INSTALL CONTACT Noted Above

QTY.	DESCRIPTION	UNIT COST	TOTAL
24	**Interior ADA Photopolymer Room Identification** 8"h x 8"w x 1/4" thick photopolymer with ADA compliant raised braille and lettering painted (color tbd) and rasied characters and braile to be screentipped contracting color.	128.00	3,072.00
		Install	399.67
		Subtotal:	3,471.67

PAYMENT TERMS: Per contract agreement

AARON SALINAS 6/26/2017

aaron@austinarchitecturalgraphics.com DATE

WORK AND TERMS APPROVED BY DATE

1406 E. 5th St., Austin TX 78702 • ph 512-473-2075 • fax 512-473-2701 • austinarchitecturalgraphics.com

Austin Architectural Graphics

1406 E 5th St
Austin, TX 78702
United States
Website: aagsigns.com
Phone: 512-473-2075

Quote

Sales Rep	Job #	Date
Daryl Mutz daryl@aagsigns.com	1328	2017-12-06

Bill To:	Job Location:
AMERICAN CONSTRUCTORS, INC. 11900 West Parmer Lane, Suite 200 Cedar Park, TX 78613 United States	8160 Chandler Road, Georgetown TX 78726 Grant Huling (512) 773-2360 ghuling@acitexas.com

Quantity	Description	Unit Cost	Cost
1	1/4" Thick ADA Compliant Interior Room Signs Qty. 54 White Vinyl Letters Applied Directly To Specified Surfaces Various Sizes And Copy Qty.132	$7,444.70	$7,444.70
1	Install Interior Signs	$899.25	$899.25

Notes:

Per Contract Agreement

PR 016 Total $8,343.95

Original $3,471.67

PR 016 Pricing $4,872.28

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

AMERICAN CONSTRUCTORS, INC.

By:_____

Name:_____

Date:_____

Austin Architectural Graphics

By:_____

Name:_____

Date:_____

This proposal may be withdrawn if not accepted within 30 days. By signing, Customer accepts Company's proposal for the Job and agrees to all of the terms of the purchase contract.

Williamson County Sheriff's Training Office

SUBMITTAL - INTERIOR SIGNAGE

SPEC SECTION 10 44 00

	PLAN ROOM #	FLOOR PLAN ROOM NAME	SIGN MESSAGE	TYPE	QTY.	GRAPHICS	Additional instructions	NOTES
34	133	CORR.	none					
35	134	SWAT LOCKER ROOM	SWAT LOCKER	C	1			
36	135	L3 DRIVING SIMULATOR	DRIVING SIMULATOR	B	1			
37	136	SWAT DMRO / FIELD STOR	SWAT DMRO	D	1	*smaller type face at bottom of sign* AUTHORIZED PERSONNEL ONLY		
38	137	VEST	STAFF ENTRY	D	1	*smaller type face at bottom of sign* AUTHORIZED PERSONNEL ONLY	Door 137A, Weather resist.	
39	138	CORR	CLEARANCE REQUIRED	B, F	1	FIRE EXIT	Door 138B	
40	139	MILO RANGE PRO SIMULATOR	RANGE SIMULATOR	B	1			
41	140	VEST	D.T./ RANGE	B	1		outside door 140A	
42	141	FX STORAGE	STORAGE	C	1			
43	142	D.T. EQUIP STORAGE	STORAGE	C	1			
44	143	DEFENSE TACTICS	DEFENSE TACTICS	B	1			
			MAXIMUM OCCUPANCY 63	H	1		see location on Plan*	
45	144	WEIGHT TRAINING	WEIGHT TRAINING	B	1			Door 155A
			DEFENSE TACTICS	D, F	1	FIRE EXIT		Door 144B
46	145	LOCKER ROOM	MENS LOCKER	B	1			Door 147A
47	146	SHOWER	SHOWER	A	1	** Pictograms: male symbol, International Symbol of Accessibility		Door 146A
48	147	TOILET	RESTROOM	A	1	** Pictograms: male symbol, International Symbol of Accessibility	See location on Plan*, adj. to toilet	
49	148	CORR	MEN'S RESTROOM	A	1	** Pictograms: male symbol, International Symbol of Accessibility	See location on Plan*, right of Corridor entry	
50	149	LOCKER ROOM	SWING LOCKER	D	2	** Pictograms: International Symbol of Accessibility	CHECK AVAILABILITY IF DOOR LOCKED	One (1) at Door 149A & one (1) at Door 149B
51	150	LOCKER ROOM	WOMEN'S LOCKER	B	1			Door 150A
52	151	SHOWER	SHOWER	A	1	** Pictograms: female symbol, International Symbol of Accessibility		Door 151A, across from opening
53	152	TOILET	WOMEN'S RESTROOM	A	1	** Pictograms: female symbol, International Symbol of Accessibility		Door 153A
54	153	W. CORR.	none					
55	154	E/W CORR.	none					
56	155	CORR.	WEIGHT TRAINING	B	1			Door 144A
57	156	not used	none					
58	157	TRAINING ROOM	TRAINING	E, F	1		Slider to read 'IN USE'	
	157		MAXIMUM OCCUPANCY 127	H	1		see location on Plan*	INSIDE TRAINING ROOM
59	158	not used	none					
60	159	STORAGE	STORAGE	C	1			
61	160	INSTRUCTOR	INSTRUCTOR	C	1			
62	161-164	not used	none					
63	165	CORR.	WEIGHT TRAINING	B,F	1			Door 155A

Williamson County Sheriff's Training Office

SUBMITTAL - INTERIOR SIGNAGE

SPEC SECTION 10 44 00

PLAN ROOM #	FLOOR PLAN ROOM NAME	SIGN MESSAGE	TYPE	QTY.	GRAPHICS	Additional instructions	NOTES

** Comply with 2012 Texas Accessibility Standards (TAS). Provide 3 inch male or femaile symbol and International Symbol of Accessibility, raised 1/32"; Text in 5/8" tactile raised 1/32" lettering; and at bottom center Grade 2 Braille message.

REF. SIGN LEGEND SHEET A213

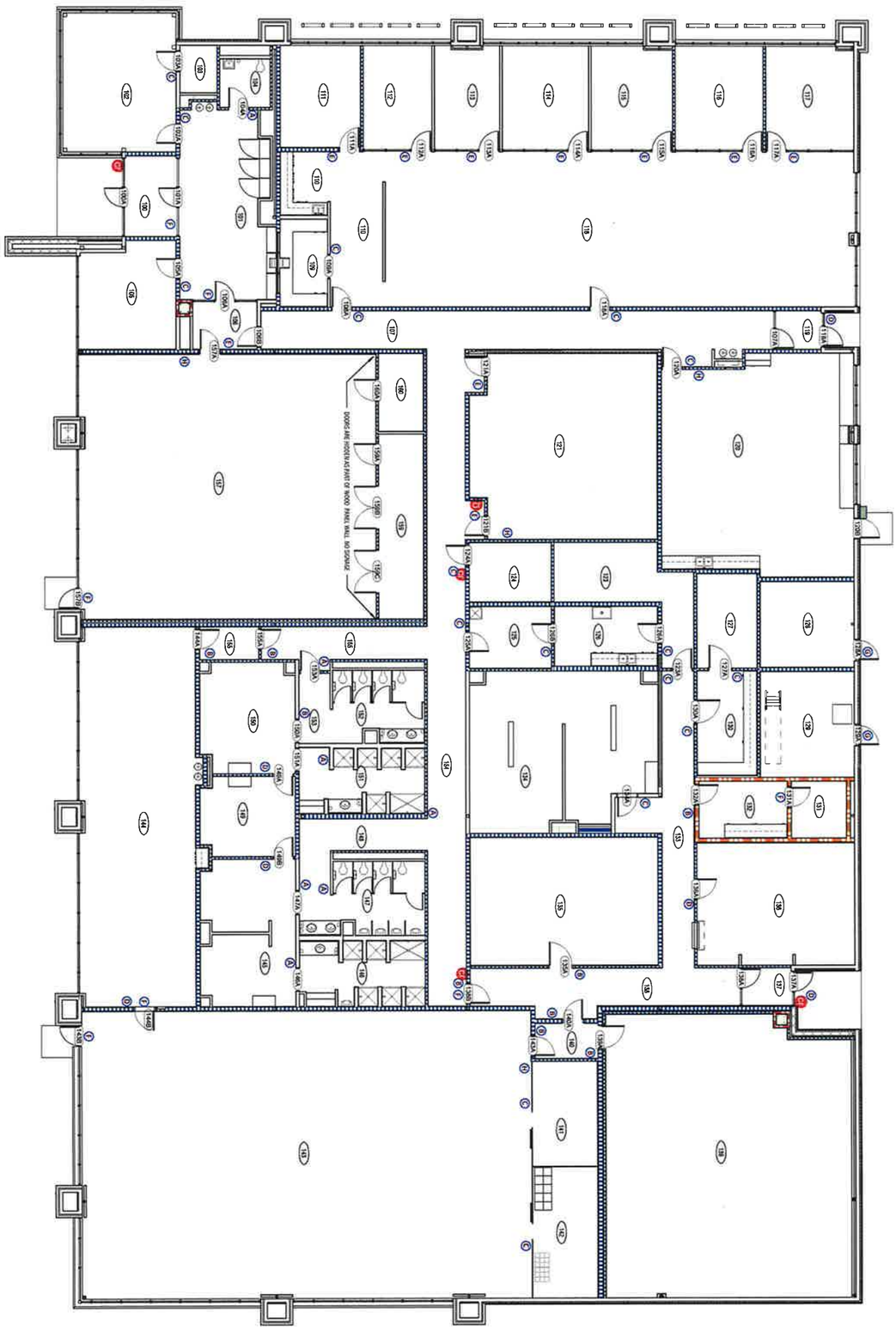
TYPE A	Pictograms & Room Name, Braille	6"X8"		Portrait	Plan* = Sheet A213
TYPE B	Room # & Room Name Braille	8"X6"		Landscape	
TYPE C	Room # & Room Name Braille	6"X6"		Square	
TYPE D		8"X6"		Landscape, small font message below	
TYPE E		8"X6"		Landscape, slider or inserted name plate	
TYPE F	VINYL LETTER				
TYPE G	PAINTED LETTERS			131A - NO ENTRANCE 138B, 144B - IN CASE OF FIRE PUSH BAR TO EXIT 130A, 132A - RESTRICTED ACCESS 143B, 157B - FIRE EXIT ONLY - ALARM WILL SOUND 128A - FIRE SPRINKLER	
TYPE H	MAX OCC. #	Std.		128A - ELECTRICAL ROOM 129A - MECH./ SPRINKLER ROOM Landscape	
TYPE J	**EXIT'** with Braille	4"X4"		**EXIT'** SIGN to Comply with ICC A 117.1 - Mount on latch side of the door at 4'-6" AFF. Provide at all doors with exit lights [or adjacent door] Ref. to Elec. dwg.	

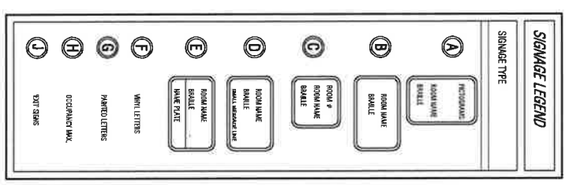
11/8/2017 7:22:51 AM

© 2016 Brinkley Sargent Wiginton Architects, Inc.

1 FLOOR PLAN – INTERIOR SIGNAGE

SCALE: 1/8" = 1'-0"





WILLIAMSON COUNTY
SHERIFF'S OFFICE TRAINING CENTER
8160 Chandler Road, Hutto, TX 78634

Architect:	Brinkley Sargent Wiginton Architects	(512) 610-4700
Landscape:	HALFF Associates, Inc.	(512) 777-4600
Structural:	Datum Engineers, Inc.	(512) 469-9490
MEP:	Hendrix Consulting Engineers	(512) 218-0060
Civil:	HALFF Associates, Inc.	(512) 777-4600
Technology:	Datacom Design Group	(512) 478-6001

#	DATE	DESCRIPTION

HISTORY

UE

BRINKLEY SARGENT WIGINTON ARCHITECTS

Williamson County Facilities - Job Cost Tracking Log

Project: SO Training Center # P323 **Change Order #:** 39

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee		
Contract				**$ 6,509,639.00**	**$ 285,095.00**	**$ 285,095.00**	**$ 203,500.00**	**$ 502,053.00**	**$ 209,258.00**	**$ 7,994,640.00**	**$ 7,994,640.00**
1	5/30/2017		22	$ 1,200.00	$ -	$ -	$ (1,200.00)				$ 7,994,640.00
2	7/11/2017		16	$ 106,356.00	$ (106,356.00)	$ -	$ -				$ 7,994,640.00
3	5/30/2017		0	$ 8,330.00	$ (8,330.00)	$ -	$ -				$ 7,994,640.00
4	5/30/2017		0	$ 225.00	$ -	$ -	$ (225.00)				$ 7,994,640.00
5	5/30/2017		0	$ 22,460.00	$ (22,460.00)	$ -	$ -				$ 7,994,640.00
6	5/30/2017		0	$ 8,807.11	$ -	$ -	$ (8,807.11)				$ 7,994,640.00
7	10/24/2017		0	$ 95,783.00	$ -	$ -	$ (95,783.00)				$ 7,994,640.00
8	10/24/2017		0	$ 23,156.00	$ -	$ -	$ (23,156.00)				$ 7,994,640.00
9	PENDING REVIEW										$ 7,994,640.00
10	PENDING REVIEW										$ 7,994,640.00
11		Architect	0	$ 2,582.21	$ -	$ -	$ (2,582.21)				$ 7,994,640.00
12	5/30/2017		0	$ (10,441.00)	$ 10,441.00	$ -	$ -				$ 7,994,640.00
13	5/30/2017		0	$ (12,751.00)	$ 12,751.00	$ -	$ -				$ 7,994,640.00
14	10/24/2017		0	$ 37,736.00	$ (37,736.00)	$ -	$ -				$ 7,994,640.00
15	7/11/2017		0	$ 4,743.00	$ -	$ -	$ (4,743.00)				$ 7,994,640.00
16	7/11/2017		0	$ 31,331.65	$ (31,331.65)	$ -	$ -				$ 7,994,640.00
17	7/11/2017		0	$ (1,856.86)	$ 1,856.86	$ -	$ -				$ 7,994,640.00
18	7/11/2017		0	$ (5,083.00)	$ 5,083.00	$ -	$ -				$ 7,994,640.00
19	7/11/2017		0	$ 665.00	$ (665.00)	$ -	$ -				$ 7,994,640.00
20	7/11/2017		0	$ (8,023.00)	$ 8,023.00	$ -	$ -				$ 7,994,640.00
21	7/11/2017		0	$ 6,139.00	$ (6,139.00)	$ -	$ -				$ 7,994,640.00
22	7/11/2017		0	$ 12,050.00	$ (12,050.00)	$ -	$ -				$ 7,994,640.00
23	PENDING REVIEW										$ 7,994,640.00
24	PENDING REVIEW										$ 7,994,640.00
25	10/24/2017		0	$ 9,244.00	$ (9,244.00)	$ -	$ -				$ 7,994,640.00
26	PENDING REVIEW										$ 7,994,640.00
27	10/24/2017			$ 13,203.08	$ (13,203.08)	$ -	$ -				$ 7,994,640.00
28	10/24/2017		5	$ (16,602.00)	$ 16,602.00	$ -	$ -				$ 7,994,640.00
29	10/24/2017		0	$ (22,116.00)	$ 22,116.00	$ -	$ -				$ 7,994,640.00
30	10/24/2017		5	$ 2,009.15	$ (2,009.15)	$ -	$ -				$ 7,994,640.00
31	12/12/2017	Architect	0	$ 4,336.00	$ (4,336.00)	$ -	$ -				$ 7,994,640.00
32	10/24/2017		3	$ 2,825.00	$ (2,825.00)	$ -	$ -				$ 7,994,640.00
33	12/12/2017		3	$ 6,569.00	$ (6,569.00)	$ -	$ -				$ 7,994,640.00
34	12/12/2017	Architect	0	$ (3,993.00)	$ 3,993.00	$ -	$ -				$ 7,994,640.00
35	PENDING REVIEW										$ 7,994,640.00
36	12/12/2017	Owner	7	$ 8,620.10	$ (8,620.10)	$ -	$ -				$ 7,994,640.00
37	12/12/2017	Architect	0	$ 579.60	$ (579.60)	$ -	$ -				$ 7,994,640.00
38		Architect	0	$ 12,383.00	$ (12,383.00)						$ 7,994,640.00
39		Architect	0	$ 4,872.28	$ -	$ -	$ (4,872.28)				$ 7,994,640.00
											$ 7,994,640.00
											$ 7,994,640.00
			61	**$ 6,854,978.32**	**$ 81,124.28**	**$ 285,095.00**	**$ 62,131.40**	**$ 502,053.00**	**$ 209,258.00**	**$ 7,994,640.00**	**$ 7,994,640.00**

Commissioners Court - Regular Session **40.**

Meeting Date: 01/09/2018

Sheriff's Office Training Center, P323 - Change Order 40

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Change Order #40 in the amount of $8,560.00 for flooring revisions to change the sealed concrete areas to vinyl tile, which was executed by Gary Wilson, Director of Williamson County Facilities, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Construction Managers Contingency.

Background

On September 6, 2016, the Williamson County Commissioners Court granted Gary Wilson, Director of Williamson County Facilities, with general authority to approve change orders for the Agreement for Construction Services with American Constructors, Inc. in relation to the Williamson County Sheriff's Office Training Center Project for any increase in costs up to a total maximum amount of $30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC Change Order 40

SOTC CO40 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 08:14 AM
Form Started By: Gina Wrehsnig		Started On: 01/04/2018 07:52 AM
Final Approval Date: 01/04/2018		

COST ITEMIZATION

PCO NO. 40

PROJECT: Williamson County Sheriff's Office Training Center

CONSTR. MGR.: American Constructors, Inc.

DOCUMENT NAME: ???

DATE: 11/27/17

SUBJECT: Flooring Changes Sealed Areas

Funding Source CM Contingency

Extended Calendar Days Requested: 0 days

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

Sub Name	*Work Description*	FIRM	ESTIMATED	TOTAL
Flooring Sol	**Flooring Changes Sealed**	**$8,560.00**		**$8,560.00**

***** Quote backup for sub pricing is attached*****

Total **$8,560.00**

Note:

The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforeseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of $7,994,640.00.

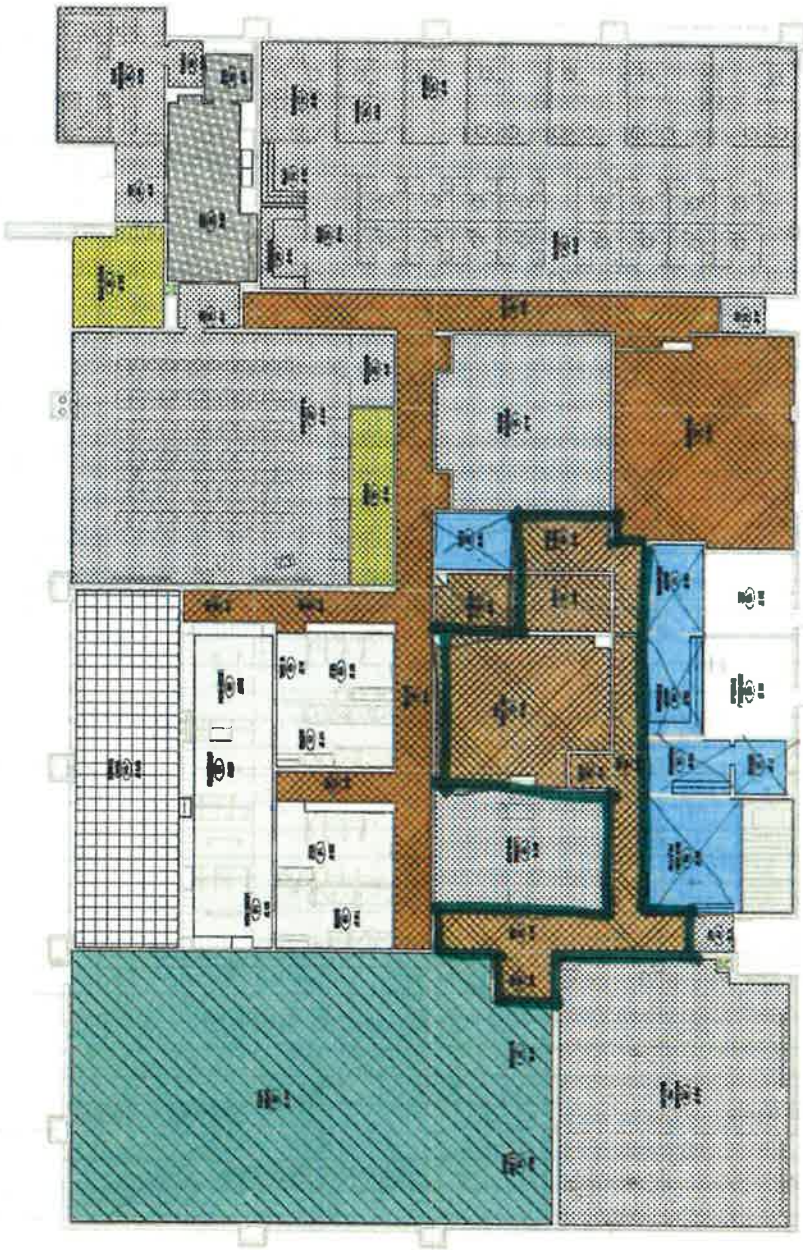
David A. Achterberg

Digitally signed by David A. Achterberg
DN: C=US, E=dachterberg@bew-architects.com, O=Brinkley Sargent Wiginton Architects, CN=David A. Achterberg
Location: Austin, TX
Contact Info: dachterberg@bew-architects.com

Brinkley Sargent Wiginton Architects Date

1-3-18

Williamson County Date











FOR OWNER INTERIM REVIEW ONLY

WILLIAMSON COUNTY
SHERIFF'S OFFICE TRAINING CENTER
8160 Chandler Road, Hutto, TX 78634

A812

FINISH FLOOR PLAN

PROGRESS PRINT

PERMIT ISSUE

BRINKLEY SARGENT WIGINTON ARCHITECTS

Date:
11/10/2017
To:
Grant Hutton
Customer PO:
CONTRACT

Flooring SOLUTIONS
8606 Wall Street, Building 16
Austin , TX 78754
Phone : (512) 335-8089 / Fax: (512) 258-2581

Change Order Request

53389
Job No: 11782
Request #: 8
CO #: 0

Invoice To:	***Job Name:***
AMERICAN CONSTRUCTORS 11900 W. PARMER LN Suite 200 CEDAR PARK, TX 78613	WILCO SOTC 8160 CHANDLER ROAD HUTTO, TX 78634

Grant Hutton Phone: (512) 328-2026- Cell: Pager: Fax: (512) 328-2520-	Dustin Wiegers Phone: (512) 328-2026- Cell: (512) 743-7107- Pager: Fax: (512) 328-2520-

From:	***Project Manager:***	***Estimator:***
Matt Salyers	H, Eli	

Description of Change Order Request:
MS - ADD VPF IN ROOMS 123, 125, 126, 133, 134, 138

MS - ADD VPF IN ROOMS 123, 126, 125, 133, 134, 138

ADD

	MANUFACTURER:			***STYLE:***		
	COLOR NAME:	***COLOR NUMBER:***	***UOM:***	***QUANTITY:***	***UNIT PRICE:***	***TOTAL PRICE:***
1	**VPF-1 SUPPLIED AND INSTALLED -**					
	AVA DESIGN			AVA DSGN 12" X 24"		
	ANTIQUE STONE SANTORINI	AS002	SY	**1,836.00**	**4.449**	**8,168.00**
2	**ADHESIVE MATERIALS SUPPLIED ONLY -**					
	XL			STIX ESSENTIAL RES SPRAY ADHESIVE - 22 OZ		
	NA		EA	**14.00**	**28.000**	**392.00**

Total ADD **$8,560.00**

Tax Exempt Total This Option : **$8,560.00**

SALESMAN'S SIGNATURE _____ ***Approximate Installation Start Date:***

CUSTOMER'S AUTHORIZATION _____

Williamson County Facilities - Job Cost Tracking Log

Project: SO Training Center # P323 **Change Order #:** 40

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee		
Contract				**$ 6,509,639.00**	**$ 285,095.00**	**$ 285,095.00**	**$ 203,500.00**	**$ 502,053.00**	**$ 209,258.00**	**$ 7,994,640.00**	**$ 7,994,640.00**
1	5/30/2017		22	$ 1,200.00	$ -	$ -	$ (1,200.00)				$ 7,994,640.00
2	7/11/2017		16	$ 106,356.00	$ (106,356.00)	$ -	$ -				$ 7,994,640.00
3	5/30/2017		0	$ 8,330.00	$ (8,330.00)	$ -	$ -				$ 7,994,640.00
4	5/30/2017		0	$ 225.00	$ -	$ -	$ (225.00)				$ 7,994,640.00
5	5/30/2017		0	$ 22,460.00	$ (22,460.00)	$ -	$ -				$ 7,994,640.00
6	5/30/2017		0	$ 8,807.11	$ -	$ -	$ (8,807.11)				$ 7,994,640.00
7	10/24/2017		0	$ 95,783.00	$ -	$ -	$ (95,783.00)				$ 7,994,640.00
8	10/24/2017		0	$ 23,156.00	$ -	$ -	$ (23,156.00)				$ 7,994,640.00
9	PENDING REVIEW										$ 7,994,640.00
10	PENDING REVIEW										$ 7,994,640.00
11		Architect	0	$ 2,582.21	$ -	$ -	$ (2,582.21)				$ 7,994,640.00
12	5/30/2017		0	$ (10,441.00)	$ 10,441.00	$ -	$ -				$ 7,994,640.00
13	5/30/2017		0	$ (12,751.00)	$ 12,751.00	$ -	$ -				$ 7,994,640.00
14	10/24/2017		0	$ 37,736.00	$ (37,736.00)	$ -	$ -				$ 7,994,640.00
15	7/11/2017		0	$ 4,743.00	$ -	$ -	$ (4,743.00)				$ 7,994,640.00
16	7/11/2017		0	$ 31,331.65	$ (31,331.65)	$ -	$ -				$ 7,994,640.00
17	7/11/2017		0	$ (1,856.86)	$ 1,856.86	$ -	$ -				$ 7,994,640.00
18	7/11/2017		0	$ (5,083.00)	$ 5,083.00	$ -	$ -				$ 7,994,640.00
19	7/11/2017		0	$ 665.00	$ (665.00)	$ -	$ -				$ 7,994,640.00
20	7/11/2017		0	$ (8,023.00)	$ 8,023.00	$ -	$ -				$ 7,994,640.00
21	7/11/2017		0	$ 6,139.00	$ (6,139.00)	$ -	$ -				$ 7,994,640.00
22	7/11/2017		0	$ 12,050.00	$ (12,050.00)	$ -	$ -				$ 7,994,640.00
23	PENDING REVIEW										$ 7,994,640.00
24	PENDING REVIEW										$ 7,994,640.00
25	10/24/2017		0	$ 9,244.00	$ (9,244.00)	$ -	$ -				$ 7,994,640.00
26	PENDING REVIEW										$ 7,994,640.00
27	10/24/2017			$ 13,203.08	$ (13,203.08)	$ -	$ -				$ 7,994,640.00
28	10/24/2017		5	$ (16,602.00)	$ 16,602.00	$ -	$ -				$ 7,994,640.00
29	10/24/2017		0	$ (22,116.00)	$ 22,116.00	$ -	$ -				$ 7,994,640.00
30	10/24/2017		5	$ 2,009.15	$ (2,009.15)	$ -	$ -				$ 7,994,640.00
31	12/12/2017	Architect	0	$ 4,336.00	$ (4,336.00)	$ -	$ -				$ 7,994,640.00
32	10/24/2017		3	$ 2,825.00	$ (2,825.00)	$ -	$ -				$ 7,994,640.00
33	12/12/2017		3	$ 6,569.00	$ (6,569.00)	$ -	$ -				$ 7,994,640.00
34	12/12/2017	Architect	0	$ (3,993.00)	$ 3,993.00	$ -	$ -				$ 7,994,640.00
35	PENDING REVIEW										$ 7,994,640.00
36	12/12/2017	Owner	7	$ 8,620.10	$ (8,620.10)	$ -	$ -				$ 7,994,640.00
37	12/12/2017	Architect	0	$ 579.60	$ (579.60)	$ -	$ -				$ 7,994,640.00
38		Architect	0	$ 12,383.00	$ (12,383.00)						$ 7,994,640.00
39		Architect	0	$ 4,872.28	$ -	$ -	$ (4,872.28)				$ 7,994,640.00
40		Architect	0	$ 8,560.00	$ (8,560.00)	$ -	$ -				$ 7,994,640.00
											$ 7,994,640.00
			61	**$ 6,863,538.32**	**$ 72,564.28**	**$ 285,095.00**	**$ 62,131.40**	**$ 502,053.00**	**$ 209,258.00**	**$ 7,994,640.00**	**$ 7,994,640.00**

Commissioners Court - Regular Session **41.**

Meeting Date: 01/09/2018

Surveying and Mapping Contract Amendment 1 Surveying Services for Road & Bridge Division

Submitted For: Robert Daigh **Submitted By:** Sarah Ramos, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment 1 under Williamson County Contract between Surveying and Mapping LLC and Williamson County dated February 9, 2015 for surveying services for Road & Bridge Division. This amendment is to increase the maximum amount payable to $375,000. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM - Contract Amendment 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2017 03:07 PM
Form Started By: Sarah Ramos		Started On: 12/18/2017 10:37 AM
Final Approval Date: 12/19/2017		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR SURVEYING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Surveying Services for Road & Bridge Division **("Project")**

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Surveying And Mapping (SAM) LLC (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective February 09, 2015 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $250,000; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $250,000 to $375,000.

II. All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
Surveying and Mapping (SAM) LLC	
By: _____ Signature	By: _____ Signature
Michael R. Hatcher Printed Name	_____ Printed Name
Sr. Vice President Title	_____ Title
December 12, 2017 Date	_____ Date

Commissioners Court - Regular Session **42.**

Meeting Date: 01/09/2018

Discuss consider and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Sec 6B subdivision - Pct 3

Submitted For:	Terron Evertson	**Submitted By:**	Adam Boatright, Infrastructure
Department:	Infrastructure	**Division:**	Road & Bridge
Agenda Category:	Consent		

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Sec 6B subdivision - Pct 3

Background

This is the next section of the Highlands at Mayfield Ranch development. It consists of 47 single family lots, 1 open space and drainage lot, and 1,896 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Highlands at Mayfield Ranch Sec 6B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 10:37 AM
Form Started By: Adam Boatright		Started On: 01/04/2018 08:53 AM
Final Approval Date: 01/04/2018		

Commissioners Court - Regular Session **43.**

Meeting Date: 01/09/2018

Discuss consider and take appropriate action on the Department of Infrastructure projects and issues update

Submitted For: Robert Daigh **Submitted By:** Lydia Linden, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2017 03:08 PM
Form Started By: Lydia Linden		Started On: 12/19/2017 09:05 AM
Final Approval Date: 12/19/2017		

Commissioners Court - Regular Session **44.**

Meeting Date: 01/09/2018

Resolution Approving Project Applications to be Submitted for the CAMPO 2019-2022 Project Call

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the County Judge to execute a resolution approving the submittal of multiple project applications in response to the CAMPO 2019-2022 Project Call, with a commitment to contribute to the local match if a project is selected for funding. Funding Source: LRTP Funds and Bond Funds

Background

Applications for the CAMPO 2019-2022 Project Call are due on January 18th. If a project is selected for funding through the CAMPO call, the required local match is 20%. Applications for Transportation Development Credits will also be submitted for all eligible projects. The following projects will be submitted with Williamson County as the sponsor: Corridor C from Sam Houston at Patriot Way to SH 29, Southeast Corridor Study (Corridors A-1, A-2, and E-1), RM 2243 from 183A to SH 29, and SH 29E from SH 130 to SH 95. In addition, the County will co-sponsor two applications with a City as the primary sponsor: University Boulevard Expansion from FM 1460 to SH 130, and IH-35 SBFR (CSJ 0015-09-187) from RM 2243 to RM 1431.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAMPO Project Call Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 11:58 AM
Form Started By: Dawn Haggard		Started On: 01/04/2018 10:34 AM
Final Approval Date: 01/04/2018		

A Resolution of the Williamson County Commissioners' Court Approving the Williamson County Project Applications to Be Submitted to the Capital Area Metropolitan Planning Organization for the Fiscal Year 2019-2022 Project Call for Project Funding

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, the Capital Area Metropolitan Planning Organization (CAMPO) has announced a project call for Fiscal Year 2019-2022 for project funding from a variety of funding sources; and

WHEREAS, on November 5, 2013, voters in Williamson County approved a $275 million road bond program of critically-needed mobility and safety improvements both on and off the State Highway System; and

WHEREAS, the Williamson County Commissioner's Court approved and adopted the Long-Range Transportation Plan (LRTP) and subsequent amendments and approved specific funding for development of corridors identified in the LRTP in both the FY 2017 the FY 2018 budgets; and

WHEREAS, the following elements of the Williamson County LRTP and 2013 bond program have been identified as being competitive for the CAMPO Fiscal Year 2019-2022 Project Call:

- Corridor C from Sam Houston at Patriot Way to SH 29
- Southeast Corridor Study
  - Corridor A-1 - East/west connector between SH 130 and FM 3349
  - Corridor A-2 – East/west connector between FM 3349 and SH 95
  - Corridor E-1- North/south connector between Corridor A and US 79;
- RM 2243 from 183A to SH 29;
- SH 29E from SH 130 to SH 95;
- University Boulevard Expansion from FM 1460 to SH 130; and
- IH-35 Southbound Frontage Road (CSJ# 0015-09-187) from RM 2243 to RM 1431.

WHEREAS, the award of CAMPO funding for these projects could allow approved bond or LRTP funding to initiate project development for other projects included in the LRTP or to accelerate construction;

WHEREAS, if a project listed above is selected, Williamson County is committed to contributing the local funding match;

NOW, THEREFORE, BE IT RESOLVED by the Williamson County Commissioners' Court:

(a) That the Commissioners' Court of Williamson County does hereby approve submitting project applications to the Capital Area Metropolitan Planning Organization for the Fiscal Year 2019-2022 Project Call

RESOLVED this 9th day of January 2018.

_____

Dan A. Gattis, County Judge

ATTEST:

_____

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **45.**

Meeting Date: 01/09/2018

Letter of Support for City of Round Rock's CAMPO 2019-2022 Project Call application

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the County Judge to execute a support letter for the City of Round Rock's applications on their Kenney Fort Blvd. Segment 2 & 3 project, University Boulevard Expansion and Gattis School Road Segment 6 projects for the CAMPO 2019-2022 Project Call.

Background

The City of Round Rock has requested letters from Williamson County supporting their applications for the current CAMPO call. The County is also a co-sponsor of the University Boulevard Expansion project, which will widen University Boulevard to a four-lane divided roadway from FM 1460 to SH 130. Design for this project was completed under the 2006 Road Bond Program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Round Rock Support Letters

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 11:58 AM
Form Started By: Dawn Haggard		Started On: 01/04/2018 10:49 AM
Final Approval Date: 01/04/2018		

January 3, 2018

Capital Area Metropolitan Organization
Mr. Ashby Johnson, Executive Director
3300 N. Interstate 35, Suite 630
Austin, Texas 78705

CAMPO Transportation Policy Board and Executive Director Mr. Ashby Johnson:

On behalf of Williamson County, I am writing to express our strong support for the City of Round Rock's project application for Kenney Fort Boulevard (Segments 2 & 3) from Forest Creek Drive to SH 45.

The Kenney Fort Boulevard (Segments 2 & 3) project is planned as a six-lane divided facility and is in the County's Long-Range Transportation Plan and the city's 2017 Transportation Master Plan as well as the latest CAMPO plan. The project will serve the rapidly growing areas of Round Rock and Williamson County and support the economic development plans of both the city and the County. Continued growth in the Northwest corridor of the city has resulted in too many cars on the street network. Constructing Kenney Fort Boulevard from from Forest Creek Drive to SH 45 will provide improved access to neighborhoods and improved facilities for police, fire and emergency services in the area, improving the quality of life for our residents, employees and visitors.

Williamson County strongly supports Round Rock's project applications for Kenney Fort Boulevard (Segments 2 & 3) and urges the CAMPO Transportation Policy Board to select this project for the requested project funding awards.

Sincerely,

Dan A. Gattis
Williamson County Judge

January 9, 2018

Capital Area Metropolitan Organization
Mr. Ashby Johnson, Executive Director
3300 N. Interstate 35, Suite 630
Austin, Texas 78705

CAMPO Transportation Policy Board and Executive Director Mr. Ashby Johnson:

On behalf of Williamson County, I am writing to express our strong support for the City of Round Rock's project application for University Boulevard Expansion from A.W. Grimes (FM 1460) to CR 110.

The University Boulevard Expansion project has been a critical element of both Williamson County and the City of Round Rock's long-range transportation plans. The project will serve the rapidly growing areas of Round Rock and Williamson County and support the economic development plans of both the city and the County. Expanding University Boulevard to a four-lane divided section from A.W. Grimes (FM 1460) to CR 110 will provide improved mobility and improved facilities for police, fire and emergency services in the area, improving the quality of life for our residents, employees and visitors.

Williamson County strongly supports Round Rock's project applications for University Boulevard Expansion and urges the CAMPO Transportation Policy Board to select this project for the requested project funding awards.

Sincerely,

Dan A. Gattis
Williamson County Judge

January 9, 2018

Capital Area Metropolitan Organization
Mr. Ashby Johnson, Executive Director
3300 N. Interstate 35, Suite 630
Austin, Texas 78705

CAMPO Transportation Policy Board and Executive Director Mr. Ashby Johnson:

On behalf of Williamson County, I am writing to express our strong support for the City of Round Rock's project application for Gattis School Road Segment 6 from Via Sonoma to east of Red Bud Lane.

The Gattis School Road Segment 6 project has been a critical element of both Williamson County and the City of Round Rock's long-range transportation plans. The project will serve the rapidly growing areas of Round Rock and Williamson County and support the economic development plans of both the city and the County. Continued growth in the Northwest corridor of the city has resulted in too many cars on the street network. Constructing Gattis School Road Segment 6 from Via Sonoma to east of Red Bud Lane will provide improved access to neighborhoods and improved facilities for police, fire and emergency services in the area, improving the quality of life for our residents, employees and visitors.

Williamson County strongly supports Round Rock's project applications for Gattis School Road Segment 6 and urges the CAMPO Transportation Policy Board to select this project for the requested project funding awards.

Sincerely,

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **46.**

Meeting Date: 01/09/2018

Letter of Support for City of Austin's CAMPO 2019-2022 Project Call application

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the County Judge to execute a support letter for the City of Austin's application on their Lakeline Boulevard project for the CAMPO 2019-2022 Project Call.

Background

The City of Austin has requested a letter from Williamson County supporting their application for the current CAMPO call. This project would widen Lakeline Boulevard to a four-lane divided roadway from Lyndhurst Drive to west of Parmer Lane.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Austin Support Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 11:58 AM
Form Started By: Dawn Haggard		Started On: 01/04/2018 10:54 AM
Final Approval Date: 01/04/2018		

January 9, 2018

Capital Area Metropolitan Organization
Mr. Ashby Johnson, Executive Director
3300 N. Interstate 35, Suite 630
Austin, Texas 78705

CAMPO Transportation Policy Board and Executive Director Mr. Ashby Johnson:

On behalf of Williamson County, I am writing to express our strong support for the City of Austin's project application for Lakeline Boulevard from Lyndhurst Drive to the existing Lakeline Boulevard/Neenah Drive west of Parmer Lane.

The Lakeline Boulevard project has been a critical element of both Williamson County and the City of Austin's long-range transportation plans. The project will serve the rapidly growing areas of Austin and Williamson County and support the economic development plans of both the city and the County. Widening Lakeline Boulevard to a four-lane divided section from Lyndhurst Drive to west of Parmer Lane will improve mobility in this rapidly growing area and provide improved facilities for police, fire and emergency services in the area, improving the quality of life for our residents, employees and visitors.

Williamson County strongly supports Austin's project applications for Lakeline Boulevard and urges the CAMPO Transportation Policy Board to select this project for the requested project funding awards.

Sincerely,

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **47.**

Meeting Date: 01/09/2018

Letter of Support for City of Georgetown's CAMPO 2019-2022 Project Call application

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the County Judge to execute a support letter for the City of Georgetown's application on their IH-35 SBFR project for the CAMPO 2019-2022 Project Call.

Background

The City of Georgetown has requested a letter from Williamson County supporting their application for the current CAMPO call. The County is also a co-sponsor of this project, which includes realigning the southbound frontage road of IH 35, ramp relocations, and modifications to the overpass and roadway at Southwest Bypass to allow eastbound traffic on the Southwest Bypass to continue under IH 35 to the Inner Loop. TxDOT is also a co-sponsor of this project, and has committed a 20% match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Georgetown Support Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 11:58 AM
Form Started By: Dawn Haggard		Started On: 01/04/2018 10:52 AM
Final Approval Date: 01/04/2018		

January 9, 2018

Capital Area Metropolitan Organization
Mr. Ashby Johnson, Executive Director
3300 N. Interstate 35, Suite 630
Austin, Texas 78705

CAMPO Transportation Policy Board and Executive Director Mr. Ashby Johnson:

On behalf of Williamson County, I am writing to express our strong support for the City of Georgetown's project application for the IH-35 Southbound Frontage Road (SBFR) from RM 2243 to RM 1431 (CSJ 0015-09-187).

The project will serve the rapidly growing areas of Georgetown and Williamson County and support the economic development plans of both the city and the County. The project will provide improved facilities for police, fire and emergency services in the area, improving the quality of life for our residents, employees and visitors. In addition, modifications to the overpass and roadway at Southwest Bypass will allow eastbound traffic on the Southwest Bypass to continue under IH 35 to the Inner Loop, a critical piece of the bypass to improve mobility in and around Georgetown.

Williamson County strongly supports Georgetown's project applications for the IH 35 SBFR and urges the CAMPO Transportation Policy Board to select this project for the requested project funding awards.

Sincerely,

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **48.**

Meeting Date: 01/09/2018

Parma Street Detour Plan for CR 110 South Construction

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the closing of Parma Street and detouring traffic during road construction for the CR 110 South project, a Road Bond Project in Commissioner Pct. 4.

Background

The proposed roadway closure and detour of Parma Street is necessary to build the new intersection between Parma Street and CR 110. Adjacent property owners, Williamson County Emergency Communications, the US Postal Service, and the Hutto ISD will be notified. The duration of the closure will be approximately 30 days.

Fiscal Impact

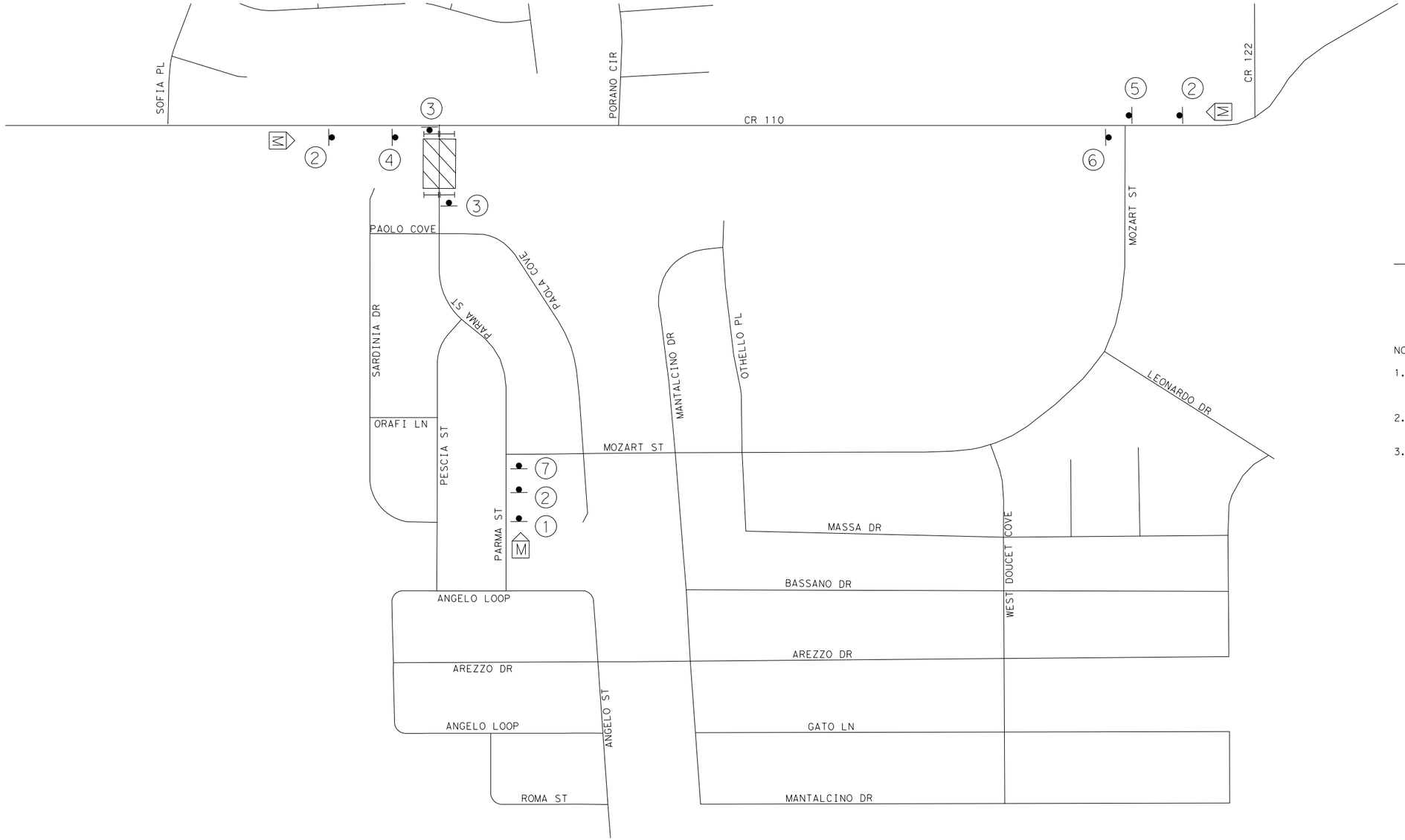
From/To	Acct No.	Description	Amount

Attachments

Parma Detour

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 08:14 AM
Form Started By: Dawn Haggard		Started On: 01/02/2018 09:14 AM
Final Approval Date: 01/04/2018		



LEGEND

- WORK AREA
- SIGN
- M — PORTABLE CHANGEABLE MESSAGE SIGN
- TYPE III BARRICADE

NOTES:

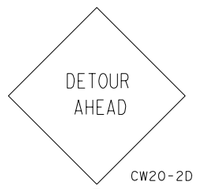
1. LETTERS FROM CITY/COUNTY AUTHORITIES AND EMERGENCY MANAGEMENT PERSONNEL APPROVING THE CLOSURE MUST BE RECEIVED PRIOR TO CLOSURE.
2. PORTABLE MESSAGE SIGNS TO BE PLACED 1 WEEK PRIOR TO ROAD CLOSURE OR DETOURS.
3. FOR SIGN LOCATION AND SPACING REFER TO TXMUTCD AND WZ(RCD)-13 STANDARD OR AS DIRECTED BY THE ENGINEER.

0′ 250′ 500′



CW20-3D

①



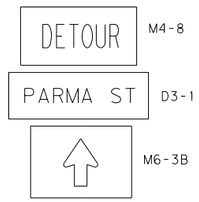
CW20-2D

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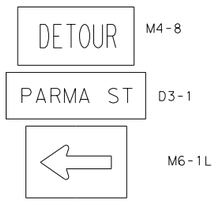


R11-4

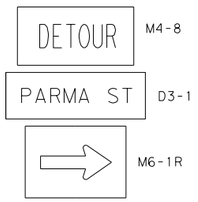
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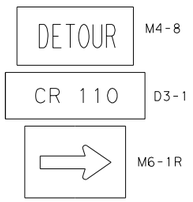
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⑦

STATE OF TEXAS
THOMAS CARL ARNDT
59135
REGISTERED TO PRACTICE AS A PROFESSIONAL ENGINEER

12-6-17

DATE	BY	REV	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8995
3409 EXECUTIVE CENTER DR., STE 129 AUSTIN, TX 78731 (512) 345-8505

© 2015 BY WILLIAMSON COUNTY, TEXAS; ALL RIGHTS RESERVED.

CR 110 SOUTH

TRAFFIC CONTROL

DETOUR LAYOUT

PARMA ST

DESIGNED:		NA	
DRAWN:		NA	
CHECKED:		GV	
STATE	COUNTY	PRECINCT	SHEET NO.
TEXAS	WILLIAMSON	4	22A

Commissioners Court - Regular Session **49.**

Meeting Date: 01/09/2018

K Friese Forest North Drainage Improvements Supplemental No. 4 to PSA

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Supplemental No. 4 to the Forest North Drainage Improvements Professional Services Agreement (PSA) between Williamson County and K Friese & Associates, Inc. relating to the 2013 Road Bond Program. Project: P225. Funding Source: Road Bonds.

Background

No change in compensation cap. Only adds sub-consultant rates for Inland Geodetics, LLC to Exhibit D.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KFriese-ForestNorth-Supp4PSA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/02/2018 02:30 PM
Form Started By: Marie Walters		Started On: 12/28/2017 05:04 PM
Final Approval Date: 01/02/2018		

RECEIVED
DEC 14 2017
BY: PSI

Project Name: _Forest North Drainage Improvements_

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. _4_
TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, *(the "County")* and _K Friese & Associates, Inc._ *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on _8/20/2013_;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 limits the agreement to $_675,000.00_ ; and,

WHEREAS, the "***Compensation Cap***" in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to $_675,000.00_; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 is hereby increased from _No Change_.
II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from _No Change_.
III. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II (must be attached).

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the ***County*** and the ***Engineer*** have executed this supplemental agreement in duplicate,

ENGINEER:
By: _____
Signature

Thomas M. Owens, P.E.
Printed Name

Executive Vice President
Title

13 DEC 17
Date

COUNTY:
By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK
MJ 12/14/2017

Forest North Drainage Improvements
Exhibit II
Hourly Rates
Fee Schedule

Inland Geodetics LLC	
Classifications	**Billing Rate/Hour**
Project Manager	$140.00
RPLS	$135.00
2 Person Crew	$142.00
3 Person Crew	$165.00
GPS Technician & Receiver	$120.00
Technician	$98.00
Admin / Clerical	$54.00
GPS Reciever	

Commissioners Court - Regular Session **50.**

Meeting Date: 01/09/2018

2013 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $275,000 from 2013 Road Non-Departmental (P290) to CR 110 South (P260).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:37 AM
Form Started By: Emmeline Palma		Started On: 01/04/2018 08:44 AM
Final Approval Date: 01/04/2018		

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office

From: Michael J. Weaver

Date: January 3, 2018

Re: 2013 Road Bond Budget Adjustments

Please make the following project budget adjustment to the 2013 Road Bond Program:

- Move $275,000.00 from P-290 2013 Unallocated Interest to P-260 CR 110 South

If you have any questions, please let me know.

Cc: Pam Navarrette, Williamson County Auditor's Office
Jolene Crist, Williamson County Contract Auditor
Bob Daigh, Williamson County Sr. Director of Infrastructure
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session **51.**

Meeting Date: 01/09/2018

Discuss consider and take appropriate action on approving a variance request to the WCSR for Rancho Sienna Sec 19 Blk A Lot 1 - Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations for Rancho Sienna Section 19, Block A, Lot 1 - Pct 3

Background

NASH Rancho Hills, LLC, developer of Rancho Sienna Section 19, Block A, Lot 1, is requesting a variance to the Williamson County Subdivision Regulations as discussed in their attached letter. Staff recommends approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Variance Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/02/2018 02:30 PM
Form Started By: Adam Boatright		Started On: 01/02/2018 09:49 AM
Final Approval Date: 01/02/2018		

Newland COMMUNITIES

December 7, 2017

To:
J. Terron Evertson, PE, CFM, DR
County Engineer
Williamson County, TX
tevertson@wilco.org
(512) 943-3330

From:
Rainer Ficken, AICP
NASH Rancho Hill, LLC
Vice President - Development
Newland Communities
13809 Research Blvd., Suite 475
Austin, Texas 78750
rficken@newlandco.com
(512) 923-7720

Terron,

As previously discussed, NASH Rancho Hills, LLC, is requesting a variance(s) to the Williamson County Subdivision Regulations (Adopted October 24, 2017), under Section 10, titled Variances. This variance(s) is required to relieve the economic hardship due to past County direction concerning the process of County Review and Approval of condo development within Williamson County and satisfies the spirit of 'justice' within the Williamson County Subdivision Regulations under Section 10, Variances.

We request specific variance(s) to issues as discussed in the Williamson County Engineers Letter, dated December 6, 2017, now attached as Exhibit A, for Rancho Sienna, Section 19, Block, A, Lot 1, designated Condominium Lot (per Preliminary Plat), including but not limited to all variances and waivers addressed within the letter

Subsequently NASH Rancho Hills, LLC respectfully requests specifically request the following variances from the Sections of the Williamson County Subdivision Regulations:

- **Variance to Section 9.9**
- **Variance to Section B3.6.3**
- **Variance to Section B3.6.4**
- **Variance to Section B3.7.2**
- **Variance to Section B3.7.6**
- **Variance to Section B3.8.1**
- **Variance to Appendix F2**
- **Variance to Hammerheads**

NASH Rancho Hills, LLC hereby acknowledges and represents to Williamson County that it understands that:

1. In the event the herein requested variances are granted, that such variances will only be applicable to the current approved Preliminary Plat of Rancho Sienna, Section 19, Block, A, Lot 1, designated Condominium Lot and that all regulations of the Williamson County Subdivision Regulations will apply to all other developments developed by NASH Rancho Hills, LLC in Williamson County unless the Williamson County Commissioners Court should otherwise grant specific a variance for a particular development in accordance with the Williamson County Subdivision Regulations;

December 5, 2017

2. In the event the herein requested variances are granted, Williamson County will not be obligated or liable for the maintenance of any roadways/streets, drainage or other improvements within the Rancho Sienna, Section 19, Block, A, Lot 1, (designated Condominium Lot) and that such obligations shall rest solely on NASH Rancho Hills, LLC, the Rancho Sienna 19 Condominium Regime/Association, or its successor, other governmental entity and/or the development's property/unit owners association but, in on event, on Williamson County. Furthermore, NASH Rancho Hills, LLC, the Rancho Sienna 19 Condominium Regime/Association, or its successor will place signs at each vehicular entrance to Rancho Sienna, Section 19, Block, A, Lot 1, (designated Condominium Lot) notifying condominium/property owners and the public that all roadways/streets within the development are not maintained by Williamson County; and

3. All other condominium developments (other than a development which is granted a variance) in Williamson County constitute a subdivision that shall comply in all respects with Williamson County Subdivision Regulations and the Williamson County Engineering Guidelines, and an application for plat approval of the such proposed subdivision shall be prepared and submitted to the Williamson County Commissioners Court in accordance with the terms and procedures set forth in the regulations.

NASH Rancho Hills, LLC requests to be on the December 12, 2017 Commissioners Court Agenda. We appreciate the County's work on this issue.

Sincerely,

Rainer Ficken, AICP
NASH Rancho Hill, LLC
Vice President - Development
Newland Communities
rficken@newlandco.com

EXHIBIT A

From: Doug Woodall
Sent: Wednesday, December 06, 2017 10:55 AM
To: Terron Evertson <tevertson@wilco.org>
Subject: Rancho Sienna Section 19, Phase 1 Condominium Variances/Waivers

As discussed yesterday, below are variances for the Rancho Sienna Section 19, Phase 1 condominiums.

Private Roads

- Variance - 9.9 requires that the Owner shall provide a maintenance schedule for the roads to the County Engineer for approval prior to placement of the final plat on the Commissioners Court agenda for approval. The schedule shall include the maintenance activities, their cycle of occurrence, and the current cost of providing the maintenance activity. The total cost of the activities along with a rate of inflation shall be used to determine the annual assessment per lot.

P&P Sheet / Typical Section

- Variance – Minimum design speed for local roadways is 25 MPH. (Three locations for horizontal curves only, and on hammerhead/dead-end streets only. The rest meets 25 MPH)
- Variance – The minimum vertical landing length approaching intersections is 50' for local roads with a maximum grade of 2%. The hammerhead drives/streets do not meet this at 12 locations, but the rest of the roadways do.
- Variance – Private parking areas/spaces are not allowed along public streets.
- Variance – Dead end roads in residential developments that are not proposed to be extended at some time in the future and have a throat length of 150 feet or less shall have a cul-de-sac with a minimum right-of-way radius of 50 feet and a minimum pavement radius of 40 feet to LOG. Hammerhead design will not be allowed (The plans have 7 hammerhead street ends)

Lot Requirements

- Variances - Plat notes typically address setback requirements; however, as this development was platted as one condominium lot, setbacks are not dimensioned per Appendix F2 which requires 25 feet setbacks from the edge of the right-of-way. The building setbacks for this project appear to be 20 to 25 feet from the back of curb.

Per previous discussion, I left off the comments on fees.

Commissioners Court - Regular Session **52.**

Meeting Date: 01/09/2018

Discuss consider and take appropriate action on approving a variance request to the WCSR from Tack Development LTD for Star Ranch Parcel 22 - Pct 4

Submitted For: Terron Evertson **Submitted By:** Katheryn Cromwell, Infrastructure

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Tack Development LTD for Star Ranch Parcel 22 - Pct 4

Background

The developer of the Star Ranch subdivision is requesting a variance from the Williamson County Subdivision Regulations as discussed in their attached letter. Staff recommends approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Variance Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2017 03:08 PM
Form Started By: Katheryn Cromwell		Started On: 12/18/2017 11:37 AM
Final Approval Date: 12/19/2017		

TACK DEVELOPMENT, LTD.

2490 FM 685
HUTTO, TX 78634
512-306-0500

J. Terron Evertson, PE, CFM, DR
County Engineer
Williamson County, TX
tevertson@wilco.org
(512) 943-3330

Terron,

As previously discussed, Tack Development, LTD, is requesting a variance(s) to the Williamson County Subdivision Regulations (Adopted October 24, 2017), under Section 10, titled Variances. This variance(s) is required to relieve the economic hardship due to past County direction concerning the process of County Review and Approval of condo development within Williamson County and satisfies the spirit of 'justice' within the Williamson County Subdivision Regulations under Section 10, Variances.

We request specific variance(s) to issues as discussed in the Williamson County Engineers Letter, dated November 7th, 2017, now attached as Exhibit A, for Star Ranch Parcel 22 (Star Ranch 7-3), including but not limited to all variances and waivers addressed within the letter we specifically request the following variances from the Sections of the Williamson County Subdivision Regulations:

- Variance to Section 9.9
- Variance to Section B3.6.4
- Variance to Section B3.6.3
- Variance to Section B3.7.2
- Variance to Section B3.7.6
- Variance to Section B8.1
- Variance to Appendix F2
- Variance to Hammerheads

Tack Development, Ltd. hereby acknowledges and represents to Williamson County that it understands that:

1. In the event the herein requested variances are granted, that such variances will only be applicable to the Star Ranch Parcel 22 development and that all regulations of the Williamson County Subdivision Regulations will apply to all other developments developed by Tack Development, LTD in Williamson County unless the Williamson County Commissioners Court should otherwise grant specific a variance for a particular development in accordance with the Williamson County Subdivision Regulations;
2. In the event the herein requested variances are granted, Williamson County will not be obligated or liable for the maintenance of any roadways, drainage or other improvements

within the Star Ranch Parcel 22 and that such obligations shall rest solely on SR Investments, LTD, its successor, other governmental entity and/or the development's property/unit owner's association but, in on event, on Williamson County. Furthermore, Tack Development, Ltd. will place signs at each entrance to Star Ranch Parcel 22 notifying property owners and the public that all roadways within the development are not maintained by Williamson County; and

3. All other condominium developments (other than a development which is granted a variance) in Williamson County constitute a subdivision that shall comply in all respects with Williamson County Subdivision Regulations and the Williamson County Engineering Guidelines, and an application for plat approval of the such proposed subdivision shall be prepared and submitted to the Williamson County Commissioners Court in accordance with the terms and procedures set forth in the regulations.

Tack Development, Ltd. requests to be on the December 19, 2017 Commissioners Court Agenda. We appreciate the County's work on this issue.

Regards,



EXHIBIT A

From: Doug Woodall [mailto:doug.woodall@wilco.org]
Sent: Tuesday, November 07, 2017 2:54 PM
To: _____
Subject: FW: _____ Preliminary Plan Review Comments

Williamson County has completed review of the preliminary plans submission for _____. Please reference the letter from the County Engineer concerning the applicability of Williamson County Subdivision Regulations to Condominium Developments. The letter states in part that a condominium development comprised of subdivided tracts of land is a subdivision within the meaning of the provisions for subdivision regulations in Chapter 232, Subsection A and E, regardless of whether the land is owned by a single owner or commonly owned by multiple owners. Chapter 82 of the Property Code does not supersede or supplant the provisions of the Chapter 232 Local Government Code subdivision requirements. As such, the following comments are offered for your consideration:

Overall comment

- Based on the above, all roads in private subdivisions must meet County road standards. Exception are required for those items in the plans that do not meet county planning, specifications and design requirements per the 2013 Williamson County Subdivision Regulations.

General Notes and Standard Sheets

- The plans must include the Williamson County pavement construction notes as found in Sections B4 through B9 of the Williamson County Subdivision Regulations.
- Please include a note stating, "ALL SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TxMUTCD)".
- Please supplement the street name signs to require WHITE letters on a GREEN background.

P&P Sheet / Typical Section

- The P&P sheets should indicate the classification of each roadway as well as the design speed. Minimum design speed for local roadways is 25 MPH.
- The minimum width for urban local streets is 30 feet LOG/LOG, utilizing 6 inch barrier curb.
- The minimum vertical landing length approaching intersections is 50' for local roads with a maximum grade of 2%.
- Private parking areas/spaces are not allowed along public streets.
- Please show that an emergency vehicle (WB-50 vehicle) maneuver all areas within the roundabout without jumping the curb.
- Dead end roads in residential developments that are not proposed to be extended at some time in the future and have a throat length of 150 feet or less shall have a cul-de-sac with a minimum right-of-way radius of 50 feet and a minimum pavement radius of 40 feet to LOG.

- "No Outlet" signs shall be placed at the entrance to the dead-end road, even if the road is planned to be extended at some time in the future. Dead end roads that end at undeveloped property must be extended to the property line. At the terminus, a temporary cul-de-sac shall be provided for all such streets having throat lengths more than 150 feet. Hammerhead design will not be allowed; however, alternate designs, such as landscape center islands, may be considered by the County Engineer to ensure a sufficient turnaround area is provided. For all temporary cul-de-sacs, temporary easements shall be established for the portions of the cul-de-sac which lie outside the road right-of-way.

Drainage

- Maximum allowable distance for sheet (overland) flow is 100 feet. Sheets 18 & 21 reference sheet flow in excess of 100 feet.
- On curb and gutter roadways, the roadway shall be designed so that no more than one half of one travel lane shall be inundated by the 10-year storm. Please provide calculations showing this requirement is met.
- Please provide calculations showing the existing culverts under _____ do not need to be upsized as a result this new development. These culverts were designed for pre-development conditions. If the culvert is undersized for the developed condition, provisions should be made in the plans to replace with properly sized culverts to prevent water backup from affecting new home construction and/or inundation of the county road due to head in the detention pond.

General

- Once available, please forward a copy of the drainage report and the complete geotechnical report, including pavement recommendations, specific to this project.
- The Owner shall provide a maintenance schedule for the roads to the County Engineer for approval. The schedule shall include the maintenance activities, their cycle of occurrence, and the current cost of providing the maintenance activity. The total cost of the activities along with a rate of inflation shall be used to determine the annual assessment per lot.
- The Owner shall pay plan review and inspection fee based on the number of lots/length of roadway and construction cost for the roads/drainage facilities/soil erosion. Inspections fee calculations shall be signed and sealed by a Registered Professional Engineer. These calculations must be approved by the County Engineer.
- A Signature Block for Williamson County should be provided that states, "REVIEWED FOR COMPLIANCE WITH COUNTY REQUIREMENTS:"

If you have any questions regarding this review, please feel free to contact me at your convenience at (512) 943-3336 or doug.woodall@wilco.org."

Commissioners Court - Regular Session **53.**

Meeting Date: 01/09/2018

Discuss consider and take appropriate action on Permit Modification Request

Submitted For: Robert Daigh **Submitted By:** Lydia Linden, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Permit Modification Request, Special Waste Acceptance Plan, Williamson County Recycling and Disposal Facility (TCEQ Permit No MSW-1405B), Hutto, Williamson County, Texas.

Background

The TCEQ requested all permits be modified to include newly issued forms. This permit modification complies with the TCEQ request. There is no change to the type or amount of waste the landfill will receive; or any other issue to which the public may be concerned.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/27/2017 10:33 AM
Form Started By: Lydia Linden		Started On: 12/22/2017 11:53 AM
Final Approval Date: 12/27/2017		

Commissioners Court - Regular Session **54.**

Meeting Date: 01/09/2018

Discuss consider and take appropriate action on proposed landfill tipping fee rate increases

Submitted For: Robert Daigh **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on proposed landfill tipping fee rate increases.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Landfill Price Adjustment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/03/2018 02:32 PM
Form Started By: Kelly Murphy		Started On: 01/02/2018 04:44 PM
Final Approval Date: 01/03/2018		

WASTE MANAGEMENT
9900 Giles Lane
Austin, TX 78754
(512) 272-9387
(512) 272-9370 Fax

January 2, 2018

The Honorable Dan Gattis
Williamson County Judge
Williamson County Courthouse
710 Main Street
Georgetown, Texas 78626

Subject: Williamson County Landfill Price Adjustment

Dear Judge Gattis:

Pursuant to Article III, Section 3.2 of the March 3, 2009 Williamson County Landfill Operation Agreement between Williamson County and Waste Management of Texas, Inc., Waste Management may increase the Tip Fee with advance written notice to the County. The purpose of this letter is to notify the County that based upon current market conditions a $1.70 per ton or 4.4% Tip Fee adjustment will be implemented effective February 1, 2018. Waste Management has not adjusted the disposal rates since March 1, 2015.

Current Tip Fee:
$38.75 per ton + TCEQ fee, Williamson County fees, and fuel surcharge, if applicable

New Tip Fee Effective February 1, 2018:
$40.45 per ton + TCEQ fee, Williamson County fees, and fuel surcharge, if applicable

In addition to the adjusted Tip Fee, the flat rate charged for all cars and pickups will increase from $32.00/vehicle to a flat rate of $34.00/vehicle effective February 1, 2018. A one-ton minimum will be applied to all other vehicles. The *brush* rate will also increase effective February 1, 2018 from $6.50/cubic yard to $6.75/cubic yard. In addition, because of the special fund and host fund fees are derived from the Tip Fee, the combined 6% of these funds will yield $2.43/Ton instead of the $2.33 once the new Tip Fee takes effect.

Please feel free to contact me at 512-272-9387 or 512-748-4235 should you have any questions or comments. As always, Waste Management looks forward to continuing to serve Williamson County.

Sincerely,

James "Bubba" Smith
Sr. District Landfill Manager
Waste Management of Texas, Inc.

Commissioners Court - Regular Session **55.**

Meeting Date: 01/09/2018

participation in Regional Habitat Conservation Plan for SW Bypass Segment 2

Submitted For: Gary Boyd **Submitted By:** Gary Boyd, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on participation by Williamson County Road Bond Program under the county's habitat conservation plan for the project area for roadway construction related to SW Bypass Segment 2.

Background

This participation covers a portion of Southwest Bypass (Segment II) beginning on the south side of Leander Road (FM 2243) approximately 985 feet west from the intersection between Leander Road and Riverview Drive in Georgetown, Williamson County, Texas. The Project extends south into the Texas Crushed Stone quarry and subsequently turns eastward to intersect Project (Segment I; “Barnes Tract”) to connect with a project area at IH-35. The project area for Segment II is 56 acres; a previous Participation (WCCF 20170523) comprising 3.7 acres and related to the quarry access ramp has been completed. This Participation will cover 52.2 acres and relate to a $5300.00 Participation Fee.

A single right-hand turn land within the existing RoW for Leander Road (440 feet by 25 feet) is a part of the project but not a part of this Participation being considered a previously impacted area.

The area is in the Edwards Limestone karst area and is being participated by the Williamson County Road Bond Program. Requested action is to authorize County Judge or designee to sign (execute) Determination Letter and to execute Participation Agreement, when presented, for this project, WCCF file 20170523, and to sign any related documents as may be required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Determination Letter - Seg II - Signed

graphic for Segment II

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 11:45 AM
Form Started By: Gary Boyd		Started On: 01/04/2018 09:18 AM
Final Approval Date: 01/04/2018		

WILLIAMSON COUNTY CONSERVATION FOUNDATION

Also by email to HNTB at ceschberger@HNTB.com

Board of Directors
As of May 16,2017

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

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

Brent A. Baker
Studio/16:19
Round Rock, TX

John Hesser
Council Member
City of Georgetown, TX

Paul Barron
Cedar Park, TX

Doug Fell
Hutto, TX

Karen Wind
Cedar Park, TX

Secretary to the Board
Gary Boyd,
Director, WCCF

Williamson County
Conservation Foundation
c/o Parks and Recreation
219 Perry Mayfield
Leander, TX 78641
512/943-1921

January 4, 2018

Williamson County Road Bond Program
c/o Honorable Dan Gattis, County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

Re: A participation covering a portion of Southwest Bypass (Segment II) beginning on the south side of Leander Road (FM 2243) approximately 985 feet west from the intersection between Leander Road and Riverview Drive in Georgetown, Williamson County, Texas. The Project extends south into the Texas Crushed Stone quarry and subsequently turns eastward to intersect (Project Segment I; "Barnes Tract") a project area continuing to IH-35. The project area for Segment II is 56 acres; a previous Participation (WCCF 20170523) comprising 3.7 acres and related to the quarry access ramp has been completed.
A single right-hand turn land within the existing RoW for Leander Road (440 feet by 25 feet) is a part of the project but not a part of this Participation being considered a previously impacted area; WCCF file number for this Participation is 20170523.

Dear Judge Gattis:

The following determination of fees relates to the referenced project area only as a condition of participation under the Williamson County Regional Habitat Conservation Plan (RHCP). A review of the proposed project has been conducted in accordance with the RHCP and is based on supporting documents from the application Environmental Due Diligence Documentation. Accordingly, the Williamson County Conservation Foundation makes the following determination as to this application:

1. **The enrollment fee for participation for the referenced project will be $5300.00. (Five Thousand Three Hundred and No Hundredths Dollars). This fee is calculated using the acreage in the Edwards Limestone geological karst zone, which totals approximately 52.2 disturbance acres and is rounded up to the nearest acre. (52.2 x $100/acre rounded up to nearest acre = $5300.00) No known or recognized habitat for Golden Cheeked Warbler or Black Capped Vireo exists within the project area.**
2. **Please notify this office as soon as possible – by email to wccf@wilco.org or by fax to 512-943-1931 – of agreement to these participation terms.**
3. **A Participation Agreement based on the terms outlined in this Letter will be delivered to you for execution upon receipt of the participation fee. Please have the appropriate individuals sign where indicated.**

4. **A portion of the Participation Agreement ("Memorandum of Participation") is to be filed in the deed records of Williamson County. Please return a signed copy of the Participation Agreement to us. If you wish the WCCF to handle filing and to bill you for the associated fee, please indicate in the space at the bottom of this letter. Otherwise, please contact this office for filing instructions.**

Subsequent to WCCF's receipt of the original recorded copy, this office will 1) provide a copy for your file, and, upon request, 2) prepare and mail a participation certificate. Although the certificate is not an official document, it may be posted at the project site as notification to interested parties of participation in the Williamson County RHCP.

Should you have any questions about this letter, please contact WCCF.

Sincerely,

Gary D. Boyd
Director, Environmental Programs
Williamson County Conservation Foundation

~~~~~~

Agreed as to both form and substance:

By: _____

Title: _____

Date: _____

~~~~~~

Note:

If you wish the WCCF to handle document filing with the Williamson County Clerk and bill you for the filing fee, please initial and date here: _____

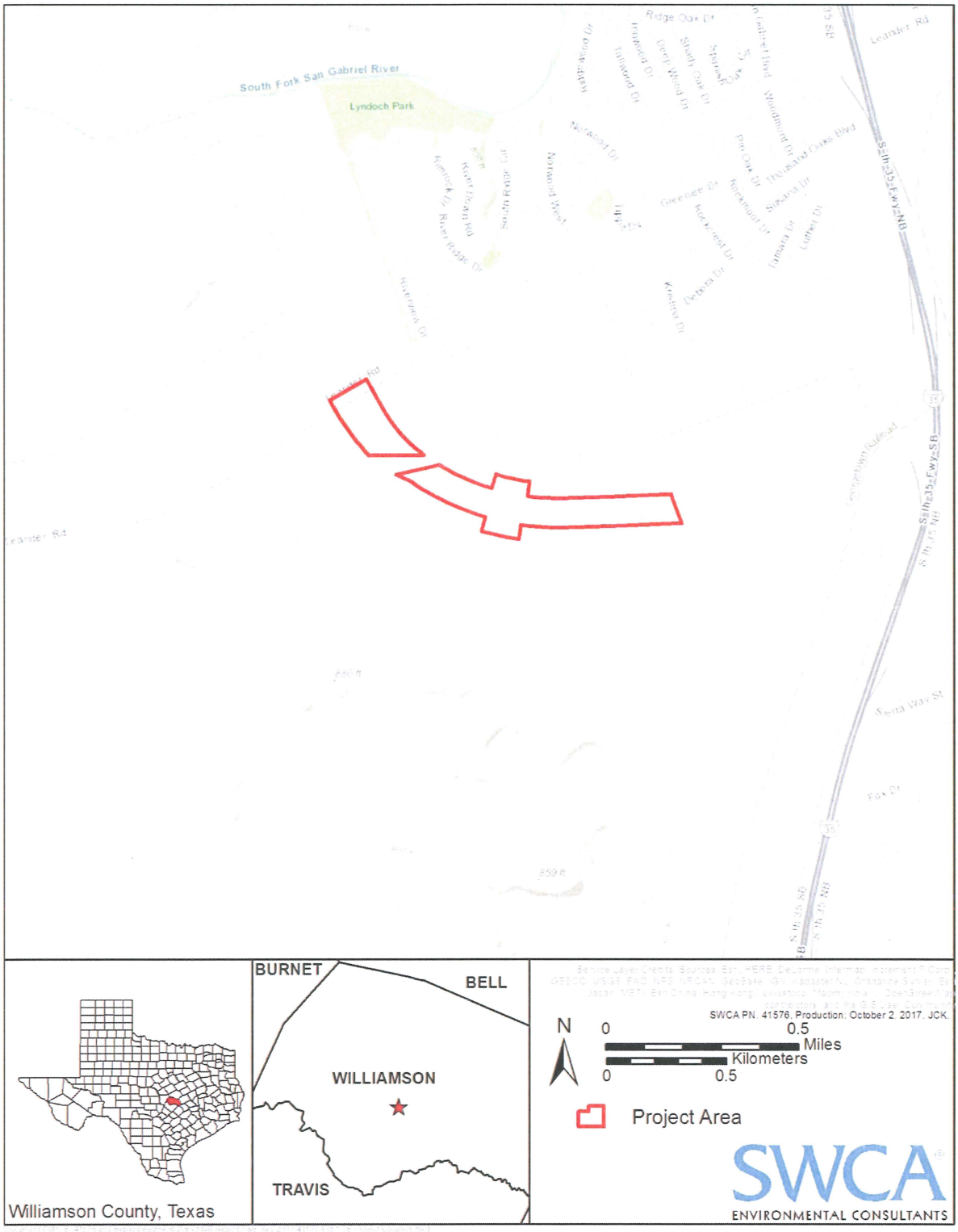


Figure 1. Project Area location map.

Commissioners Court - Regular Session **56.**

Meeting Date: 01/09/2018

CR 200 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, 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 Mark and Linda Yamma for right of way needed on CR 200. (Parcel 17): Funding Source P285 Road Bonds

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Yamma Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:37 AM
Form Started By: Charlie Crossfield		Started On: 01/04/2018 08:39 AM
Final Approval Date: 01/04/2018		

REAL ESTATE CONTRACT
CR 200 Right of Way—Parcel 17

THIS REAL ESTATE CONTRACT ("Contract") is made by MARK S. YAMMA and LINDA C. YAMMA (referred to collectively 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 of land described as follows:

> All of that certain 0.064-acre (2,770 square feet) tract of land out of Lot 76, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 76 being conveyed to Mark S. Yamma and Linda C. Yamma, Husband and Wife, by Deed Recorded in Document No. 2010047921, O.P.R.W.C., said 0.064 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 17**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "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

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of SEVEN THOUSAND TWO HUNDRED TEN and 00/100 Dollars ($7,210.00).

By execution of this Contract the parties agree that any improvements or other personal property located within the Property that are to be retained by Seller shall be removed or relocated

off of the Property on or before January 31st, 2018, or they shall otherwise become subject to removal or relocation by Purchaser, its contractors or agents after that date.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash 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.

Title

3.03. Within seven (7) days from the Effective Date of this Contract, Purchaser shall cause the Title Company to furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser may, on or prior to five (5) days after its receipt of the later of the Title Commitment, deliver to Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment or the title exception documents. In the event Purchaser timely objects to any matter contained in the Title Commitment or title exception documents, Seller shall have a reasonable period of time after receipt of Purchaser's objections within which Seller may attempt to cure such objections specified by Purchaser; provided, however, Seller shall provide reasonable responsive cooperation and assistance requested by Purchaser to cure any objections, but shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has not yet satisfied each and every of Purchaser's stated title objections within ten (10) days following the date of Purchaser's objections, Purchaser shall elect to either (i) terminate this Contract, or (ii) waive those title objections which Seller has not satisfied and proceed to Closing. In the event Purchaser fails to elect (i) or (ii) in writing within such period, then, and in such event, Purchaser shall be deemed to have elected (ii).

Inspection

Purchaser acknowledges that Seller is providing Purchaser with an opportunity to thoroughly inspect the Property prior to Closing or all purposes, including any concerns with respect to any past, current or future violation of environmental laws or with respect to the presence, either now or in the past, of any hazardous substances at the Property.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

After the Effective Date, Seller agrees that Purchaser shall be entitled to enter upon the Property and to conduct such inspections and audits as Purchaser may reasonably desire.

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) Seller has not entered into any lease or other agreement, whether written or oral, granting any other party the right to possess the Property. To Seller's actual knowledge, 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) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

For purposes of this Contract, wherever the terms "knowledge," "belief," or words of similar import are used with respect to the Seller, such knowledge or belief shall be limited to the actual knowledge of MARK S. YAMMA and LINDA C. YAMMA.

The Property herein is being conveyed to Purchaser under threat of condemnation.

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO,

ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS ARTICLE IV SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Company (the "Title Company") on or before January 31st, 2018 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 Special Warranty 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 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.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Cooperate, to the extent required, to ensure that the Title Company will 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 promulgated 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".

(3) 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;

(b) Pay the costs of Closing as required by this Contract.

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. Agricultural roll-back taxes, if any, 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 (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.

(2) Deed (including recording costs), tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

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

Parties Bound; Total Agreement; Modification

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. This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, specifically including any letter of intent negotiated by the parties in relation to the Property. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract. This Contract may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

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.

No Recordation

8.08. Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in the county where the Property is located or any other county in Texas.

Compliance

8.09. In accordance with the requirements of Section 1101.555 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.

Exhibits

8.12. The following Exhibits are attached hereto:

- Exhibit "A": Property metes and bounds legal description
- Exhibit "B": Agreed Deed Form

[signature page follows]

SELLER:

By: Mark S Yamma
MARK S. YAMMA

By: Linda C. Yamma
LINDA C. YAMMA

Address: 220 SARAHS LN
LIBERTY HILL
TX 78642

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis
County Judge

Date:_____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson County
Roadway: CR. 200

PROPERTY DESCRIPTION
PARCEL 17

BEING A 0.064 ACRE (2,770 SQUARE FEET) TRACT OF LAND OUT OF LOT 76, CIERRA VISTA SUBDIVISION, A PLAT RECORDED IN DOCUMENT NO. 2007078025 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AND IN CABINET DD, SLIDE 314 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 76 BEING CONVEYED TO MARK S. YAMMA AND LINDA C. YAMMA, HUSBAND AND WIFE, BY DEED RECORDED IN DOCUMENT NO. 2010047921, O.P.R.W.C., SAID 0.064 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) with the south line of said Lot 76, same being the north line of Lot 77 of said Cierra Vista Subdivision, and being the southwest corner hereof, from which a ½" iron rod with cap stamped "3DS" found marking the common west corner of said Lot 76 and 77 bears S 68°55'51" W, 294.08' for reference;

1. **THENCE** N 21°03'28" W, across said Lot 76 and with the proposed westerly R.O.W. line of C.R. 200, 138.52' to a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly R.O.W. line of C.R. 200 and with a common line being the north line of said Lot 76 and the south line of Lot 75 of said Cierra Vista Subdivision, for the northwest corner hereof;

2. **THENCE** N 68°59'19" E, with said common line, 20.00' to a calculated point in the existing west margin of C.R. 200 (no recording information found), same being the common east corner of said Lots 75 and 76 for the northeast corner hereof, from which, a ½" iron rod found bears N 68°59'19" E, 0.13' for reference;

3. **THENCE** S 21°03'28" E, with the existing west margin of said C.R. 200, same being the east line of said Lot 76, 138.50' to a ½" iron rod with cap stamped "3DS" found marking the common east corner of said Lots 76 and 77 for the southeast corner hereof;

EXHIBIT __

County: Williamson County
Roadway: **CR. 200**

4. **THENCE** S 68°55'51" W, with the south line of said Lot 76, same being the north line of said Lot 77, 20.00' to the **POINT OF BEGINNING** and containing 0.064 acres (2,770 square feet) of land, more or less.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

This property description is accompanied by a separate plat of even date.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

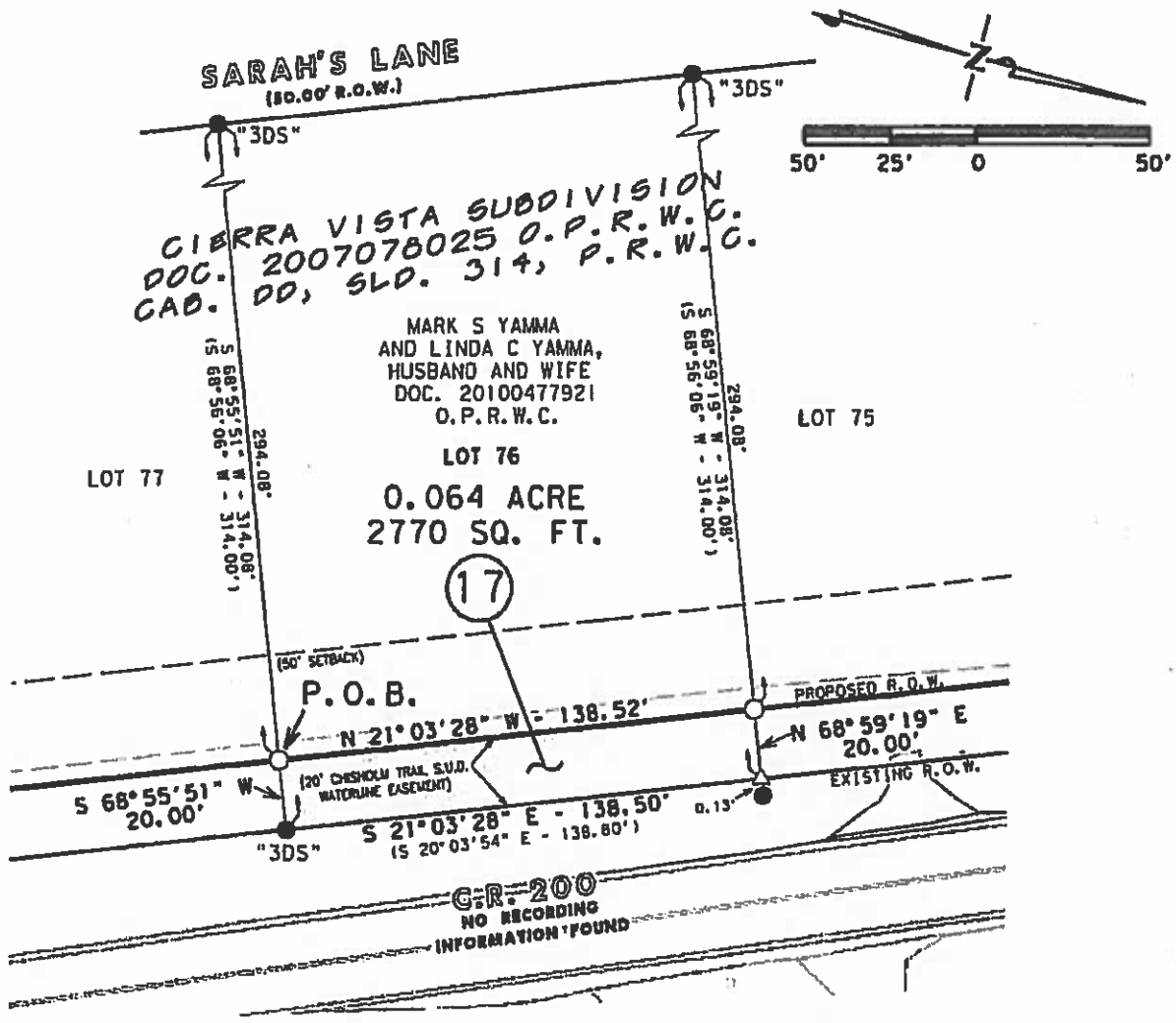
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25th day of OCT, 2017, A.D.

STATE OF TEXAS REGISTERED JASON E. PARKER 6643 PROFESSIONAL LAND SURVEYOR

SURVTEX LLC
600 W. Whitestone Blvd
Cedar Park, Texas 78613
(512) 249-8875
TBPLS Firm #10084600

Jason E. Parker
Registered Professional Land Surveyor
No. 6643 – State of Texas



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE * PLANE X 1.00015).

3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.

4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.

5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10.25.17
DATE

JASON E. PARKER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6643, STATE OF TEXAS

LEGEND
(UNLESS OTHERWISE NOTED)

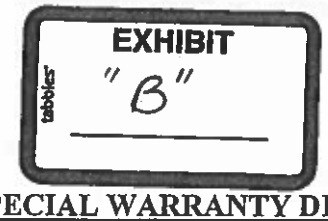
■	TxDOT TYPE 1 MONUMENT FOUND
O	1/2" IRON ROD SET WITH "SURVTEX" CAP
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

PARCEL 17
ACRES: 0.064
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 50'
SHEET 3 OF 3

FILE:P17.dgn

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600



Parcel 17

SPECIAL WARRANTY DEED
CR 200 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ROBERT S. DYER and BELINDA DYER, 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:

> All of that certain 0.064 acre (2,770 square feet) tract of land out of Lot 76, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 76 being conveyed to Mark S. Yamma and Linda C. Yamma, Husband and Wife, by Deed Recorded in Document No. 2010047921, O.P.R.W.C., said 0.064 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" 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)

DRAFT

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 CR 200.

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, except as to the Reservations from and Exceptions to Conveyance and Warranty.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

By:_____
MARK S. YAMMA

By:_____
LINDA C. YAMMA

DRAFT

(Acknowledgement Next Page)

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by MARK S. YAMMA, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by LINDA C. YAMMA, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

DRAFT

EXHIBIT "A"

County: Williamson County
Roadway: CR. 200

PROPERTY DESCRIPTION
PARCEL 17

BEING A 0.064 ACRE (2,770 SQUARE FEET) TRACT OF LAND OUT OF LOT 76, CIERRA VISTA SUBDIVISION, A PLAT RECORDED IN DOCUMENT NO. 2007078025 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AND IN CABINET DD, SLIDE 314 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 76 BEING CONVEYED TO MARK S. YAMMA AND LINDA C. YAMMA, HUSBAND AND WIFE, BY DEED RECORDED IN DOCUMENT NO. 2010047921, O.P.R.W.C., SAID 0.064 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) with the south line of said Lot 76, same being the north line of Lot 77 of said Cierra Vista Subdivision, and being the southwest corner hereof, from which a ½" iron rod with cap stamped "3DS" found marking the common west corner of said Lot 76 and 77 bears S 68°55'51" W, 294.08' for reference;

1. **THENCE** N 21°03'28" W, across said Lot 76 and with the proposed westerly R.O.W. line of C.R. 200, 138.52' to a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly R.O.W. line of C.R. 200 and with a common line being the north line of said Lot 76 and the south line of Lot 75 of said Cierra Vista Subdivision, for the northwest corner hereof;

2. **THENCE** N 68°59'19" E, with said common line, 20.00' to a calculated point in the existing west margin of C.R. 200 (no recording information found), same being the common east corner of said Lots 75 and 76 for the northeast corner hereof, from which, a ½" iron rod found bears N 68°59'19" E, 0.13' for reference;

3. **THENCE** S 21°03'28" E, with the existing west margin of said C.R. 200, same being the east line of said Lot 76, 138.50' to a ½" iron rod with cap stamped "3DS" found marking the common east corner of said Lots 76 and 77 for the southeast corner hereof;

EXHIBIT "A"

County: Williamson County
Roadway: CR. 200

4. **THENCE** S 68°55'51" W, with the south line of said Lot 76, same being the north line of said Lot 77, 20.00' to the **POINT OF BEGINNING** and containing 0.064 acres (2,770 square feet) of land, more or less.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

This property description is accompanied by a separate plat of even date.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

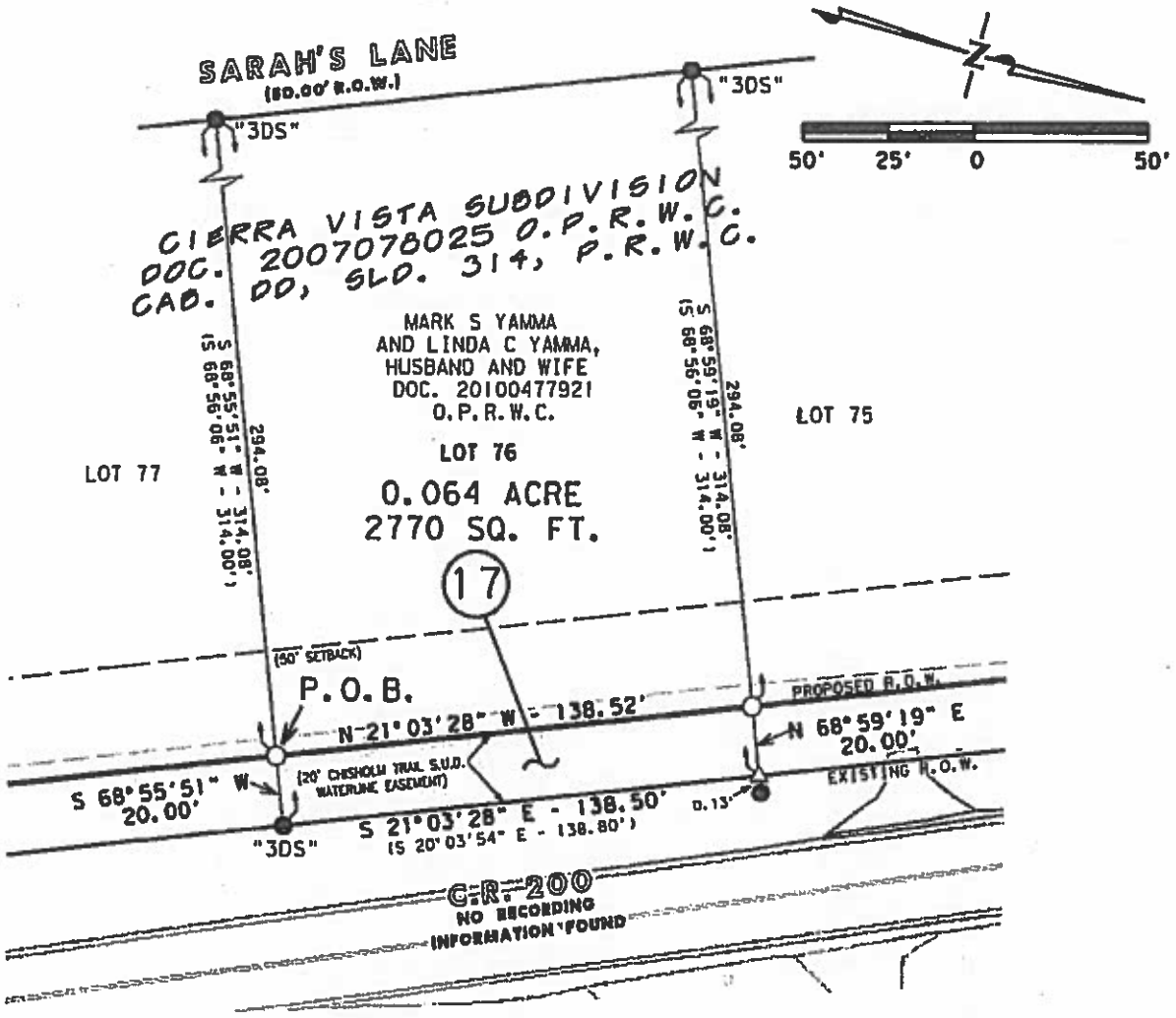
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25th day of OCT, 2017, A.D.

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

SURVTEX LLC
600 W. Whitestone Blvd
Cedar Park, Texas 78613
(512) 249-8875
TBPLS Firm #10084600

Jason E. Parker
Registered Professional Land Surveyor
No. 6643 – State of Texas



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE * PLANE X 1.00015).

3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.

4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.

5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10.25.17
DATE

JASON E. PARKER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6643, STATE OF TEXAS

LEGEND
(UNLESS OTHERWISE NOTED)

■	TxDOT TYPE 1 MONUMENT FOUND
O	1/2" IRON ROD SET WITH "SURVTEX" CAP
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION
O.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

PARCEL 17
ACRES: 0.064
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 50'
SHEET 3 OF 3

FILE:P17.dgn

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600

Commissioners Court - Regular Session **57.**

Meeting Date: 01/09/2018

Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution for Condemnation with Ann Pi-Yuan Yang, Yea-Ran Yang and Yea-Tyng Yang for right of way needed on the Seward Junction SE Project. (Parcel 6/6DE): Funding Source Road Bonds P271

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Yang Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:37 AM
Form Started By: Charlie Crossfield		Started On: 01/04/2018 08:45 AM
Final Approval Date: 01/04/2018		

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 (1) fee simple title to a certain tract of land being 5.7658 acres (Parcel 6) described by metes and bounds in Exhibit "A" attached hereto, and (2) a drainage easement interest in and across two tracts of land totaling 1.8226 acres (Parcel 6DE) more particularly described in Exhibit "B" attached hereto, said tracts owned by **ANN PI-YUAN YANG, YEA-RAN YANG and YEA-TYNG YANG,** for the purpose of constructing, reconstructing, maintaining, and operating Seward Junction Southeast/CR 259/CR 266 ("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 that 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 she 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 _____ day of _____, 2018.

_____
Dan A. Gattis
Williamson County Judge

EXHIBIT "A"

FIELD NOTES DESCRIPTION – PARCEL 6

DESCRIPTION OF 5.7658 ACRES (251,160 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 83.54 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO JAW-CHING YANG AND ANN PI-YUAN YANG OF RECORD IN VOLUME 983, PAGE 68, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED IN CAUSE NO. 81456, PROBATE COURT NO. 1, TRAVIS COUNTY, TEXAS, OF RECORD IN DOCUMENT NO. 2005042516, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.7658 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found, 29.45 feet right of Williamson County Road 266 Baseline Station 263+82.82, at the intersection of the existing south right-of-way line of County Road 259, a varying width right-of-way, with the existing west right-of-way line of County Road 266, a varying width right-of-way, same being an angle point in the east line of the said 83.54 acre tract, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE with the existing west right-of-way line of County Road 266, same being the east line of the said 83.54 acre tract and with the east line of the tract described herein, the following three (3) courses and distances:

1. S 07° 32' 54" E, a distance of 503.75 feet to a 1/2-inch iron rod found, 17.07 feet right of County Road 266 Baseline Station 258+73.57, for an angle point,

2. S 09° 29' 09" E, a distance of 170.34 feet to a 1/2-inch iron rod found, 0.82 feet right of County Road 266 Baseline Station 257+04.00, for an angle point, and

3. S 10° 26' 20" E, a distance of 699.14 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 23.54 feet left of County Road 266 Baseline Station 250+03.70, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod found at an angle point in the west right-of-way line of County Road 266, same being the east line of the said 83.54 acre tract bears S 10° 26' 20" E, a distance of 458.79 feet;

THENCE leaving the existing west right-of-way line of County Road 266 and crossing the said 83.54 acre tract, with the proposed west right-of-way line of County Road 266 and the proposed south right-of-way line of County Road 259, and with the west and south lines of the tract described herein, the following seven (7) courses and distances:

1. N13° 10' 16" W, a distance of 443.16 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 40.00 feet left of County Road 266 Baseline Station 254+48.73, for a point of curvature,

2. with the arc of a curve to the left, having a radius of 960.00 feet, an arc distance of 132.47 feet and a chord which bears N 17° 07' 27" W, a distance of 132.36 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set 45.46 feet left of County Road 266 Baseline Station 255+82.25, for a point of tangency,

3. N 21° 04' 38" W, a distance of 171.50 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 63.73 feet left of County Road 266 Baseline Station 257+52.77 and 121.29 feet right of County Road 259 Baseline Station 219+84.65, for an angle point,

4. N 57° 06' 39" W, a distance of 73.00 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 112.72 feet left of County Road 266 Baseline Station 258+06.90 and 75.00 feet right of County Road 259 Baseline Station 219+31.68, for an angle point,

5. with the arc of a curve to the right, having a radius of 750.00 feet, an arc distance of 616.59 feet and a chord which bears N 71° 14' 04" W, a distance of 599.37 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet right of County Road 259 Baseline Station 213+76.76, for a point of tangency,

6. N 47° 40' 56" W, a distance of 259.58 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet right of County Road 259 Baseline Station 211+17.18, for a point of curvature, and

7. with the arc of a curve to the left, having a radius of 600.00 feet, an arc distance of 449.30 feet and a chord which bears N 69° 08' 05" W, a distance of 438.87 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet right of County Road 259 Baseline Station 206+11.72, in the existing south right-of-way line of County Road 259, same being the north line of the said 83.54 acre tract, for a western northwest corner of the tract described herein, from which a 1/2-inch iron rod found at an angle point in the south right-of-way line of County Road 259, being the northerly northwest corner of the said 83.54 acre tract, same being the northeast corner of that certain called 6.67 acre tract of land described in the deed to The Union Hall Baptist Church, of record in Document No. 2007098519, Official Public Records of Williamson County, Texas, bears S 85° 21' 27" W, a distance of 83.43 feet;

THENCE N 85° 21' 27" E, with the existing south right-of-way line of County Road 259, same being the north line of the said 83.54 acre tract, and with the north line of the tract described herein, a distance of 409.56 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 210+00.55, for an angle point in the north line of the tract described herein, from which a 1/2-inch iron rod found at an angle point in the south right-of-way line of County Road 259, same being the north line of the said 83.54 acre tract bears N 85° 21' 27" E, a distance of 336.49 feet;

THENCE leaving the existing south right-of-way line of County Road 259 and re-crossing the said 83.54 acre tract, with the proposed north right-of-way line of County Road 259 and the proposed west right-of-way line of County Road 266, and with the north and west lines of the tract described herein, the following six (6) courses and distances:

1. with the arc of a curve to the right, having a radius of 750.00 feet, an arc distance of 129.58 feet and a chord which bears S 52° 37' 55" E, a distance of 129.42 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 211+17.18, for a point of tangency,

2. S 47° 40' 56" E, a distance of 259.58 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 213+76.76, for a point of curvature,

3. with the arc of a curve to the left, having a radius of 600.00 feet, an arc distance of 441.20 feet and a chord which bears S 68° 44' 53" E, a distance of 431.33 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 218+73.10 and 137.01 feet left of County Road 266 Baseline Station 259+65.95, for an angle point,

4. N 37° 31' 09" E, a distance of 78.30 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 135.17 feet left of County Road 259 Baseline Station 219+32.55 and 75.00 feet left of County Road 266 Baseline Station 260+12.66, for an angle point,

5. with the arc of a curve to the right, having a radius of 1075.00 feet, an arc distance of 182.76 feet and a chord which bears N 09° 20' 54" W, a distance of 182.54 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 266 Baseline Station 261+82.67, for a point of tangency, and

6. N 04° 28' 41" W, a distance of 229.31 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 266 Baseline Station 264+11.98, in the existing south right-of-

way line of County Road 259, same being the north line of the said 83.54 acre tract, for a northern northwest corner of the tract described herein, from which the previously referenced 1/2-inch iron rod found at an angle point in the south right-of-way line of County Road 259, same being the north line of the said 83.54 acre tract bears S 84° 38' 12" W, a distance of 363.12 feet;

THENCE with the existing south right-of-way line of County Road 259, same being the north line of the said 83.54 acre tract and with the north line of the tract described herein, the following two (2) courses and distances:

1. N 84° 38' 12" E, a distance of 76.87 feet to a 1/2-inch iron rod found, 1.86 feet right of County Road 266 Baseline Station 264+13.17, for an angle point, and

2. S 46° 44' 42" E, a distance of 41.01 feet to the **POINT OF BEGINNING** and containing 5.7658 acres (251,160 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

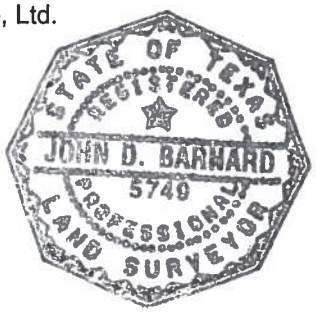
BOWMAN WORD FILE: FN1786(gt)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

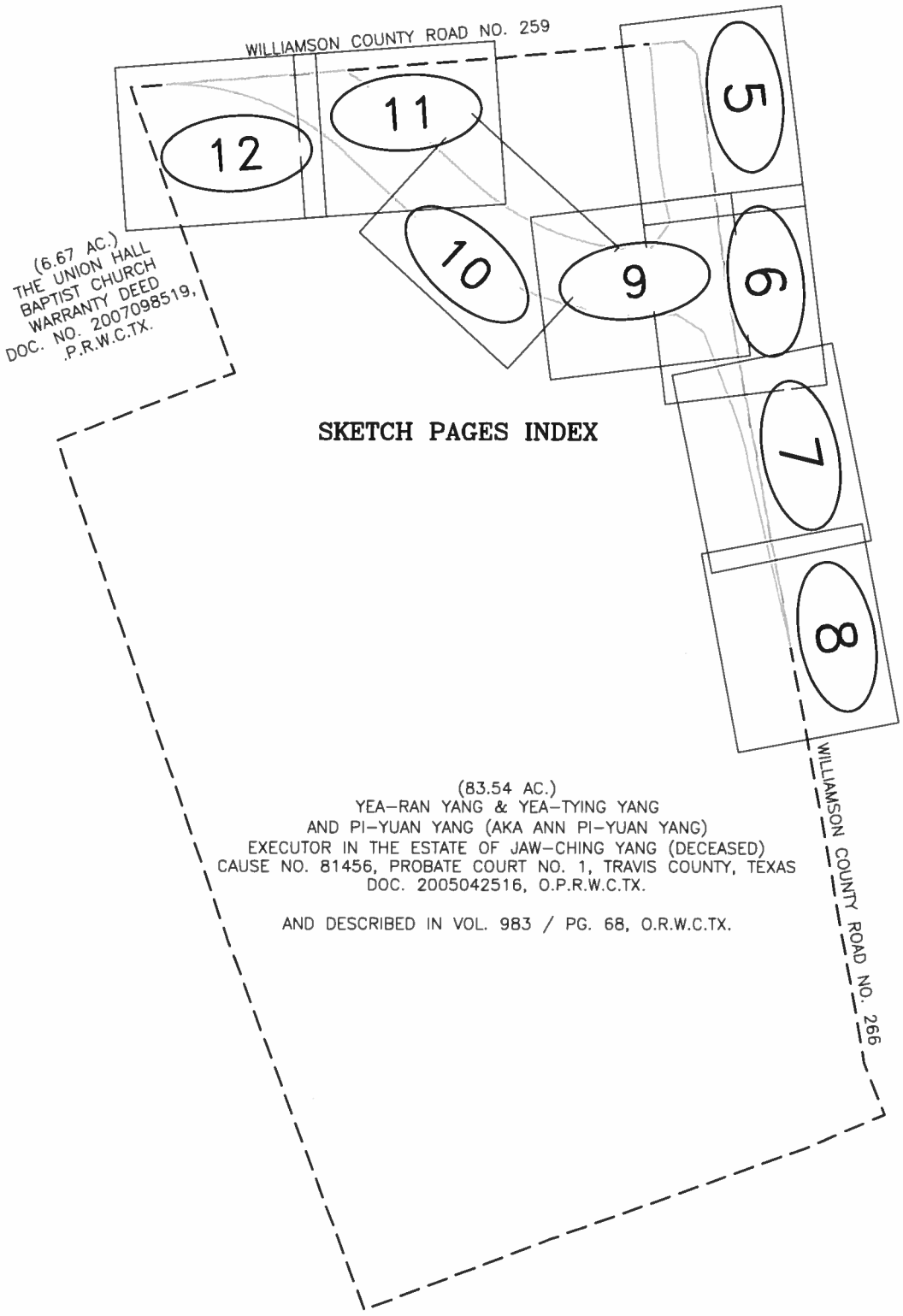
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24th of August, 2016 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

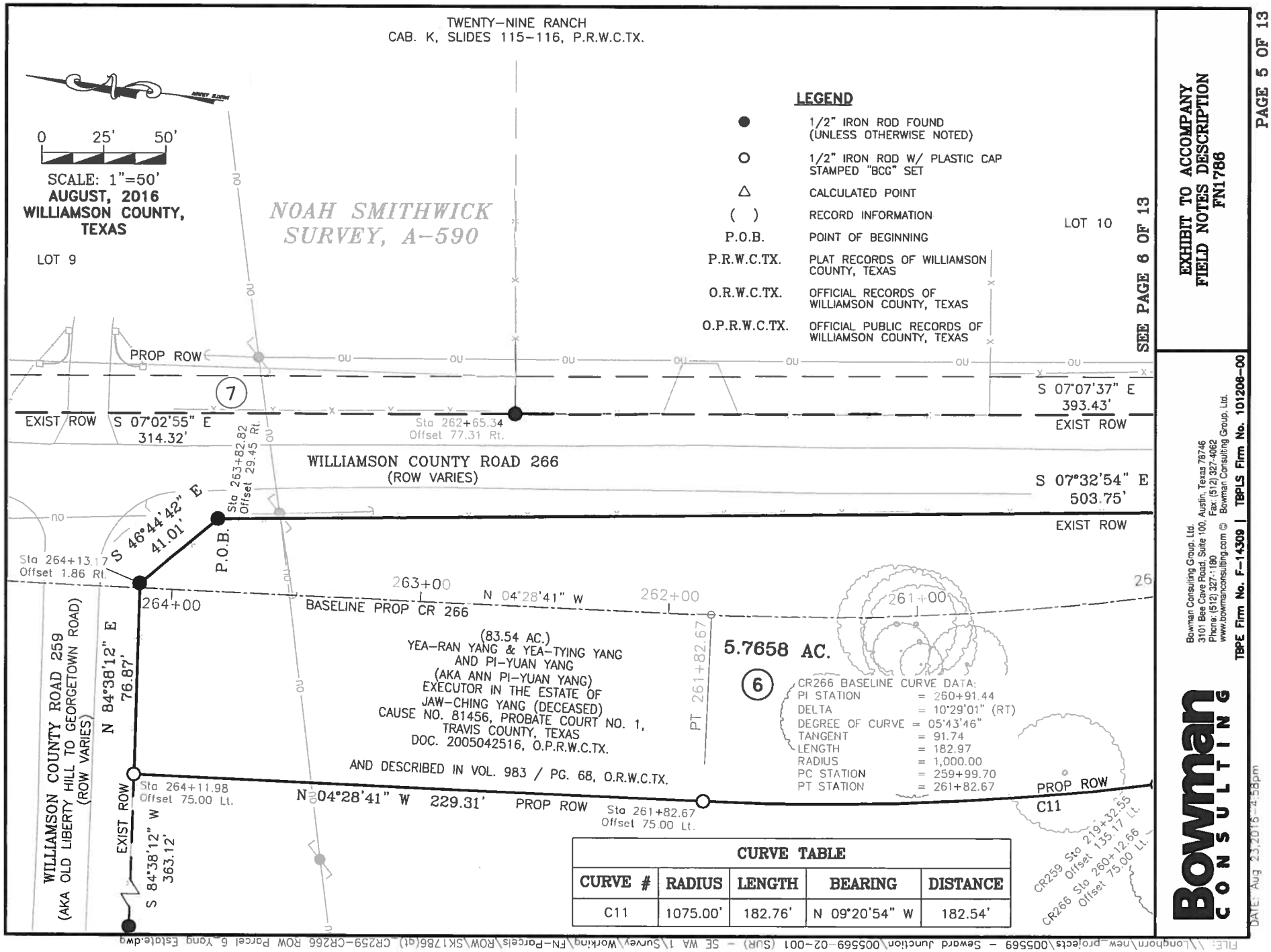


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EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1786

FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1786(gt)_CR259-CR266 ROW Parcel 6_Yang Estate.dwg
DATE: Aug 23,2016-4:57pm

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1786



CURVE TABLE				
CURVE #	RADIUS	LENGTH	BEARING	DISTANCE
C11	1075.00'	182.76'	N 09°20'54" W	182.54'

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DATE: Aug 23,2016 - 4:58pm

FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1786(a)_CR259-CR266 ROW Parcel 6_Yang Estate.dwg

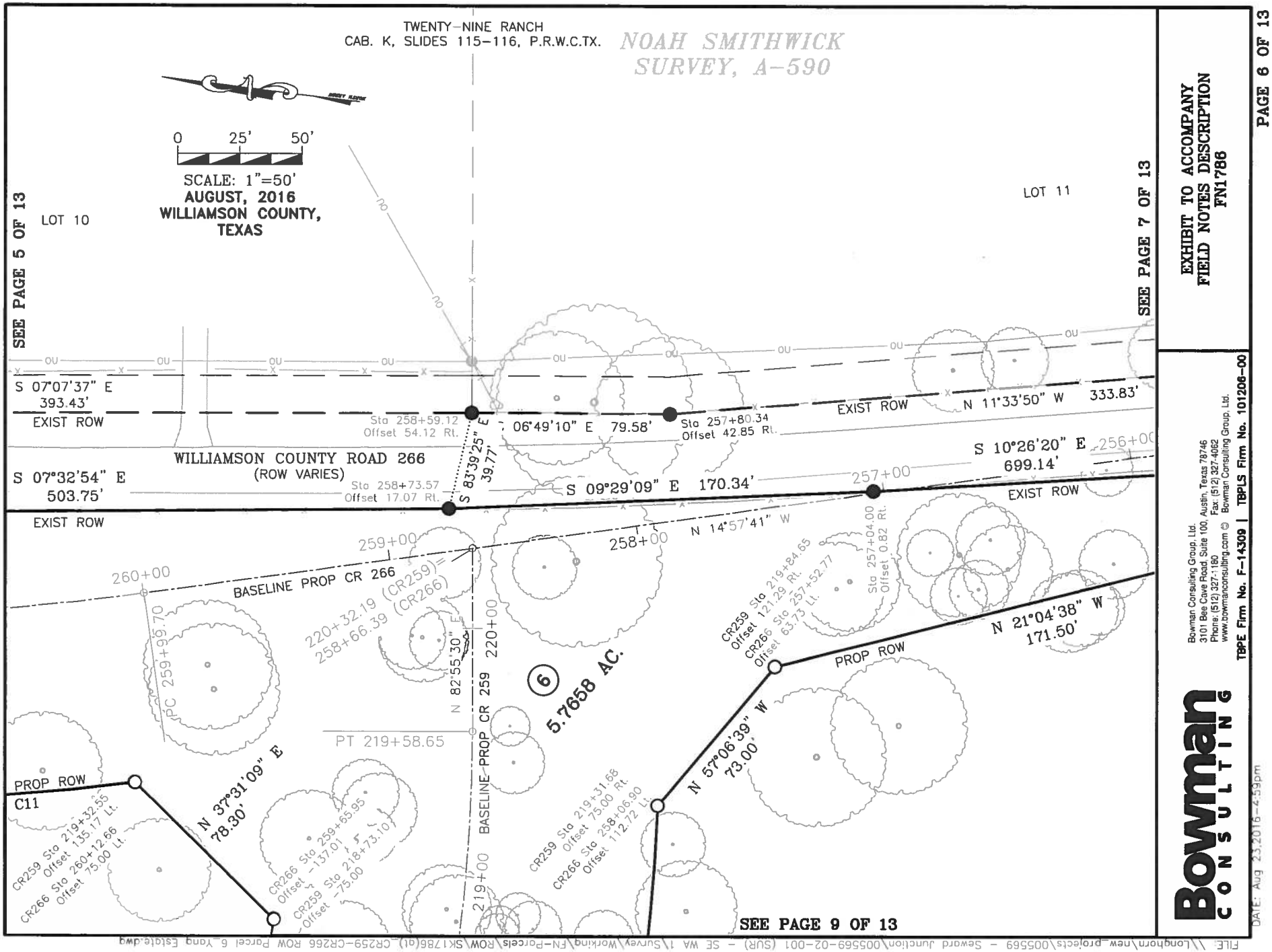
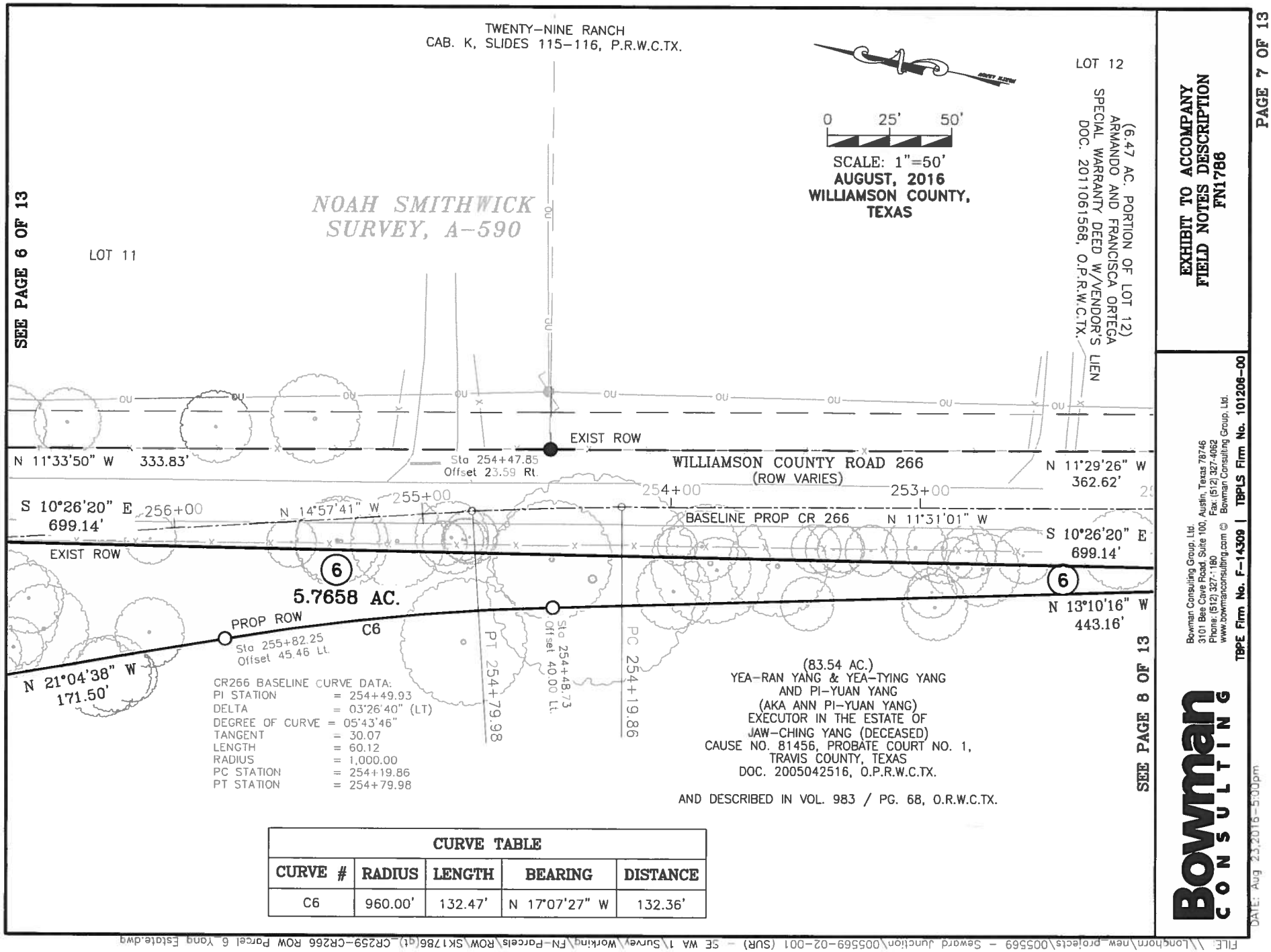

TWENTY-NINE RANCH
CAB. K, SLIDES 115-116, P.R.W.C.TX.
NOAH SMITHWICK SURVEY, A-590
0 25' 50'
SCALE: 1"=50'
AUGUST, 2016
WILLIAMSON COUNTY, TEXAS
LOT 10
LOT 11
SEE PAGE 5 OF 13
SEE PAGE 7 OF 13
S 07°07'37" E
393.43'
EXIST ROW
Sta 258+59.12
Offset 54.12 Rt.
S 83°39'25" E
39.77'
S 06°49'10" E 79.58'
Sta 257+80.34
Offset 42.85 Rt.
EXIST ROW
N 11°33'50" W 333.83'
WILLIAMSON COUNTY ROAD 266
(ROW VARIES)
S 07°32'54" E
503.75'
Sta 258+73.57
Offset 17.07 Rt.
S 09°29'09" E 170.34'
257+00
S 10°26'20" E
699.14'
EXIST ROW
EXIST ROW
259+00
258+00
N 14°57'41" W
260+00
BASELINE PROP CR 266
220+32.19 (CR259)=
258+66.39 (CR266)
PC 259+99.70
N 82°55'30" E
220+00
BASELINE-PROP CR 259
219+00
6
5.7658 AC.
PT 219+58.65
CR259 Sta 219+84.65
Offset 121.29 Rt.
CR266 Sta 257+52.77
Offset 63.73 Lt.
Sta 257+04.00
Offset 0.82 Rt.
PROP ROW
N 21°04'38" W
171.50'
N 57°06'39" W
73.00'
PROP ROW
C11
N 37°31'09" E
78.30'
CR259 Sta 219+32.55
Offset 135.17 Lt.
CR266 Sta 260+12.66
Offset 75.00 Lt.
CR266 Sta 259+65.95
Offset -137.01
CR259 Sta 218+73.10
Offset -75.00
CR259 Sta 219+31.66
Offset 75.00 Rt.
CR266 Sta 258+06.90
Offset 112.72 Lt.
SEE PAGE 9 OF 13
EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1786
PAGE 6 OF 13
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DATE: Aug 23,2016-4:59pm
FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\Sk1786(a)_CR259-CR266 ROW Parcel 6_Yang Estate.dwg

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1786



CURVE TABLE				
CURVE #	RADIUS	LENGTH	BEARING	DISTANCE
C6	960.00'	132.47'	N 17°07'27" W	132.36'

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DATE: Aug 23,2016-5:00pm

FILE: \\Longhorn\new projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1786(qt)_CR259-CR266 ROW Parcel 6_Yang Estate.dwg

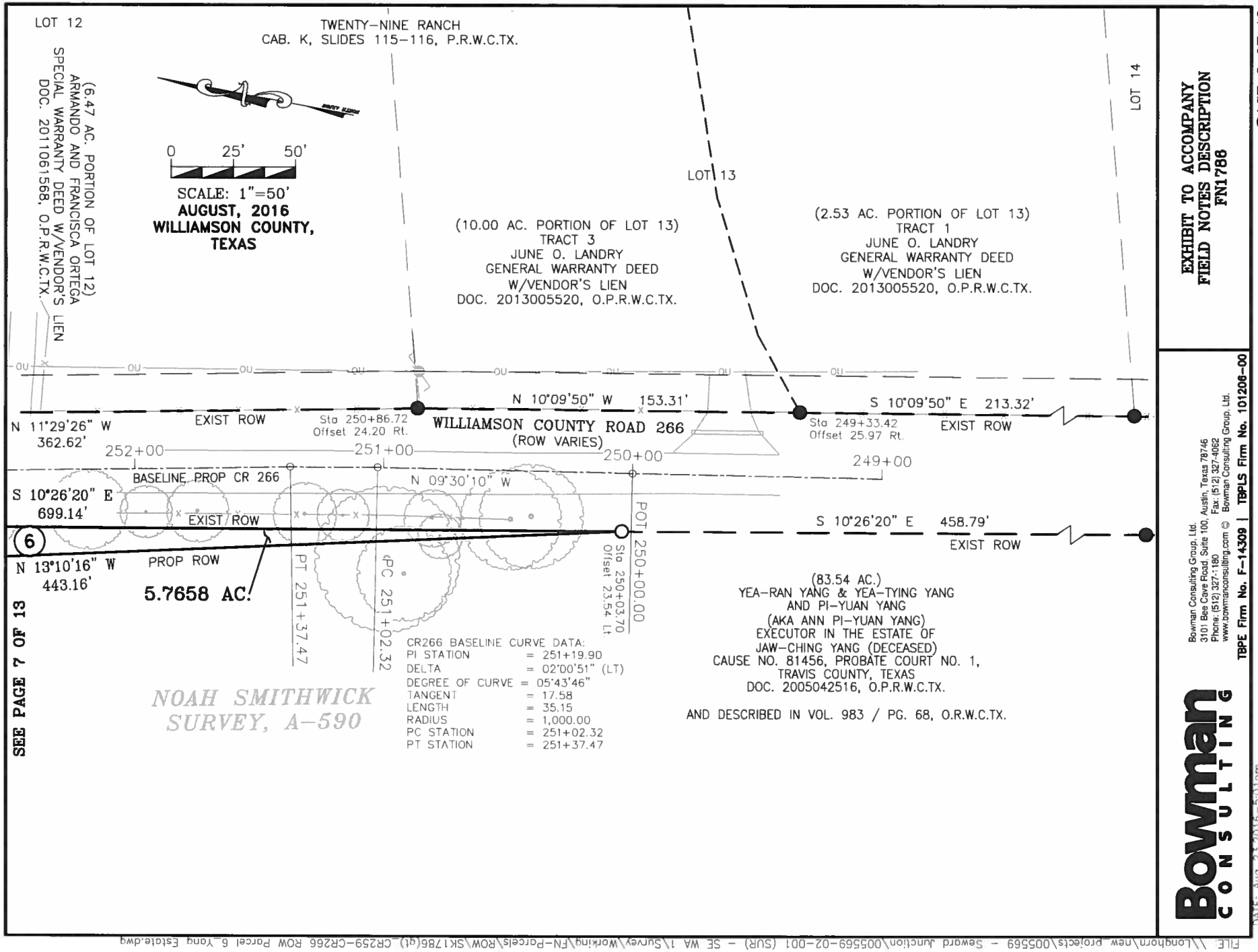


EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1786

PAGE 8 OF 13

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DATE: Aug 23,2016-5:01pm

FILE: \\Longhorn\new projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1786(gt)_CR259-CR266 ROW Parcel 6_Yang Estate.dwg

FILE \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1786(at)_CR259-CR266 ROW Parcel 6_Yang Estate.dwg

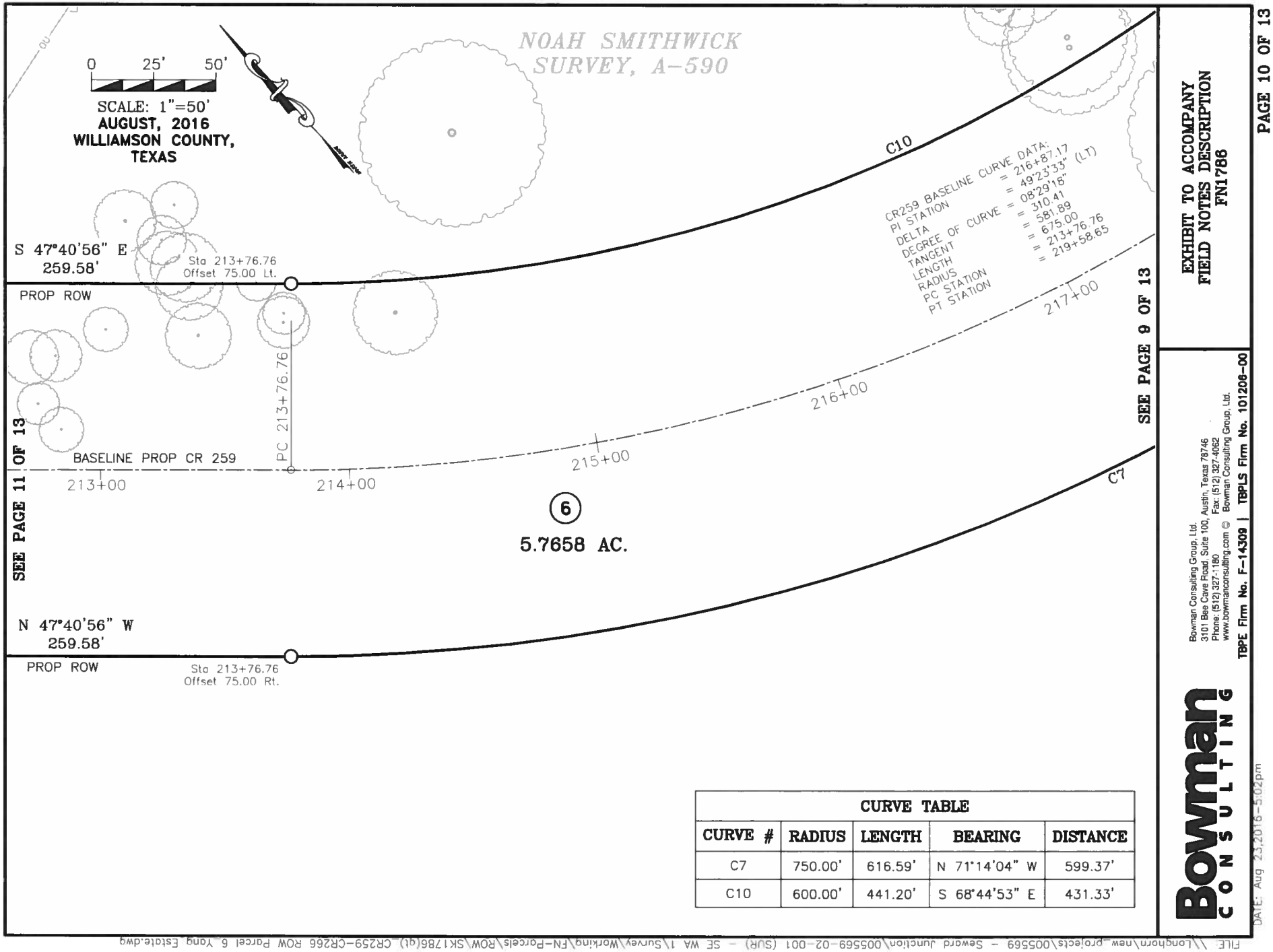
DATE: Aug 23,2016-5:01pm

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EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1786



CURVE TABLE				
CURVE #	RADIUS	LENGTH	BEARING	DISTANCE
C7	750.00'	616.59'	N 71°14'04" W	599.37'
C10	600.00'	441.20'	S 68°44'53" E	431.33'

EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1786

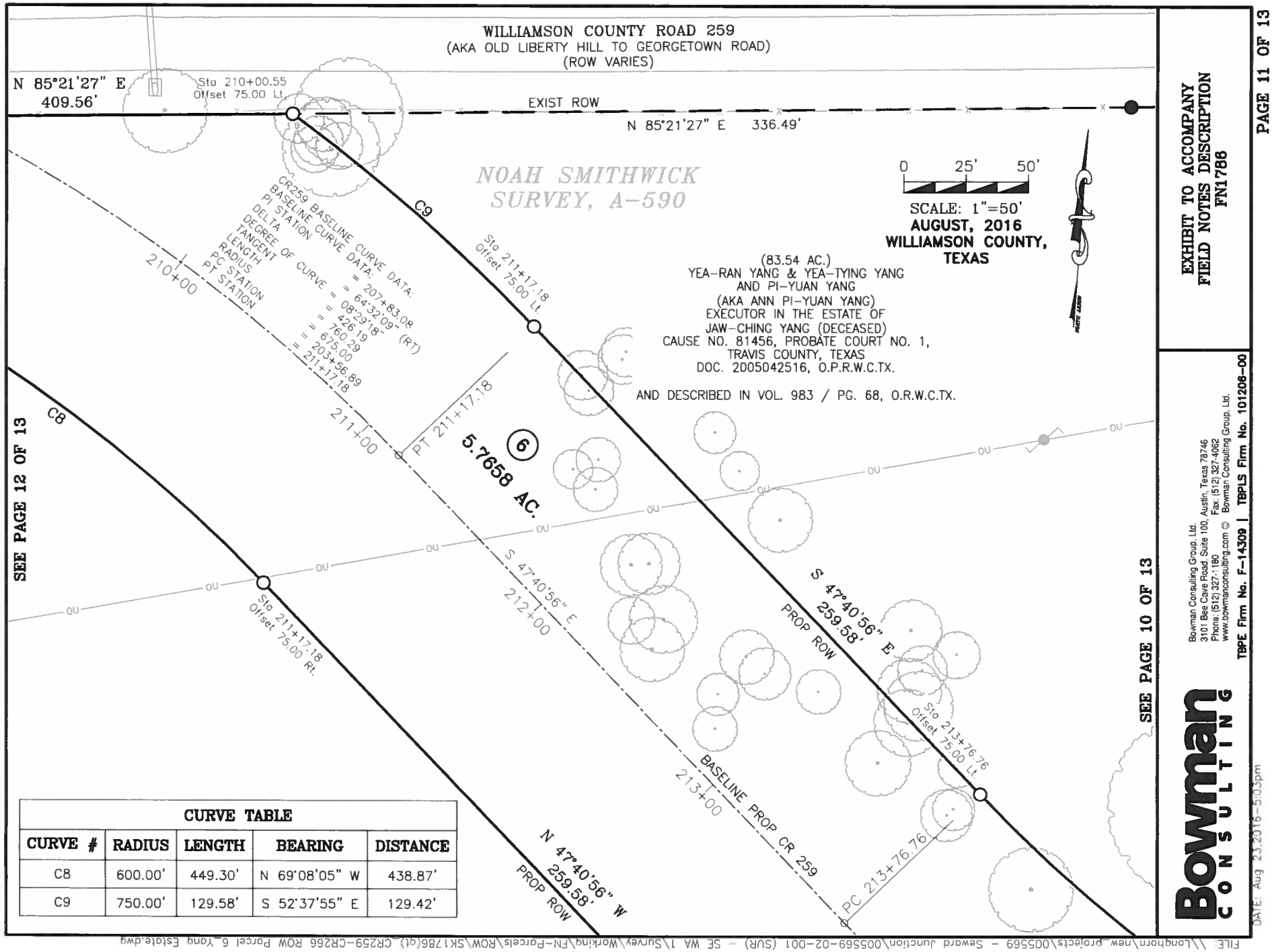
PAGE 10 OF 13

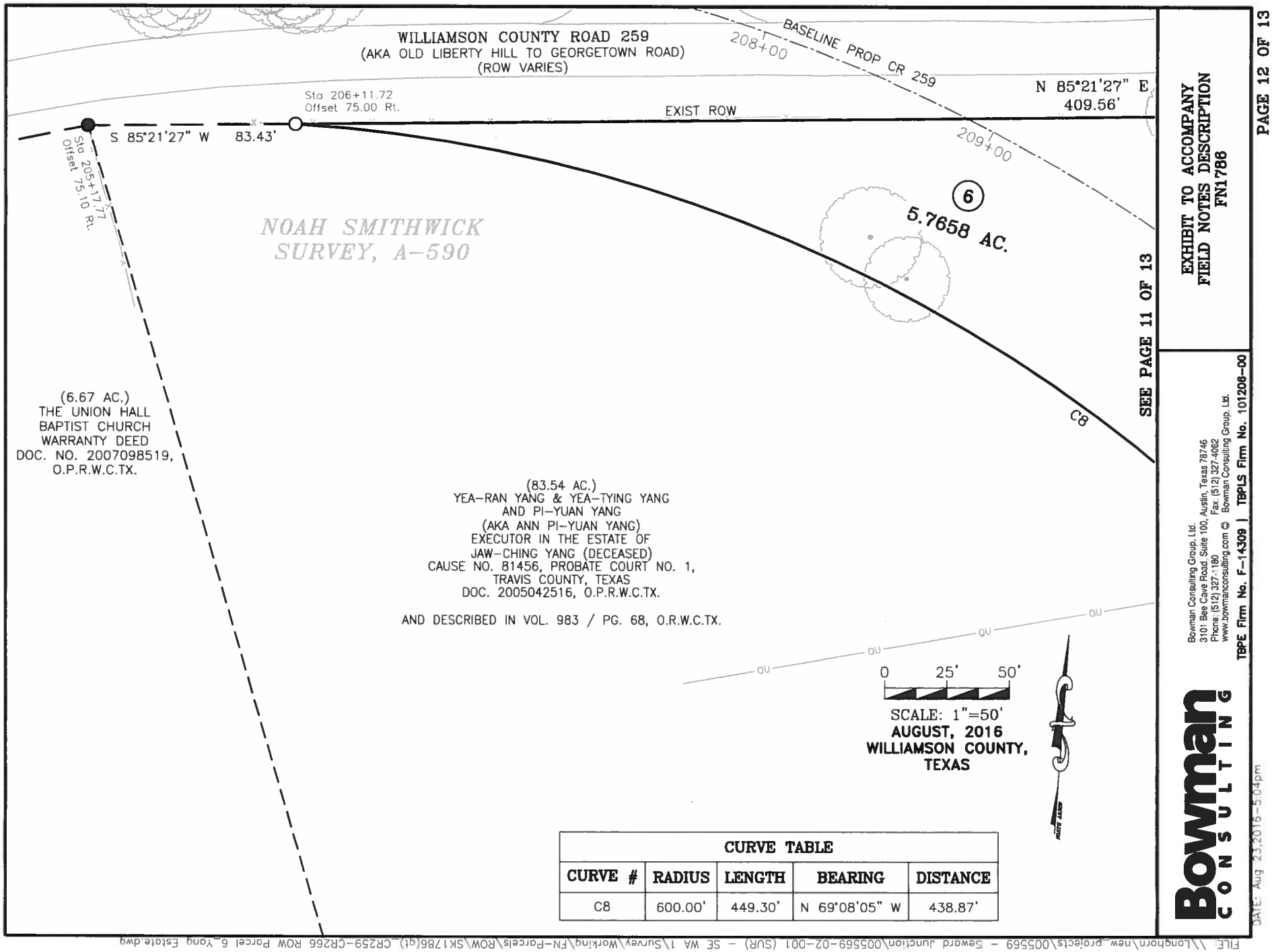
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DATE: Aug 23,2016-5:02pm

FILE \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1786(gt)_CR259-CR266 ROW Parcel 6_Yang Estate.dwg


WILLIAMSON COUNTY ROAD 259
(AKA OLD LIBERTY HILL TO GEORGETOWN ROAD)
(ROW VARIES)
N 85°21'27" E
409.56'
Sta 210+00.55
Offset 75.00 Lt.
EXIST ROW
N 85°21'27" E 336.49'
NOAH SMITHWICK
SURVEY, A-590
0 25' 50'
SCALE: 1"=50'
AUGUST, 2016
WILLIAMSON COUNTY,
TEXAS
(83.54 AC.)
YEA-RAN YANG & YEA-TYING YANG
AND PI-YUAN YANG
(AKA ANN PI-YUAN YANG)
EXECUTOR IN THE ESTATE OF
JAW-CHING YANG (DECEASED)
CAUSE NO. 81456, PROBATE COURT NO. 1,
TRAVIS COUNTY, TEXAS
DOC. 2005042516, O.P.R.W.C.TX.
AND DESCRIBED IN VOL. 983 / PG. 68, O.R.W.C.TX.
CR259 BASELINE CURVE DATA:
PI STATION = 207+83.08
DELTA = 64°32'09" (RT)
DEGREE OF CURVE = 08°29'18"
TANGENT = 426.19
LENGTH = 760.29
RADIUS = 675.00
PC STATION = 203+56.89
PT STATION = 211+17.18
210+00
211+00
C9
Sta 211+17.18
Offset 75.00 Lt.
PT 211+17.18
6
5.7658 AC.
C8
Sta 211+17.18
Offset 75.00 Rt.
S 47°40'56" E
212+00
S 47°40'56" E
259.58'
PROP ROW
Sta 213+76.76
Offset 75.00 Lt.
BASELINE PROP CR 259
213+00
PC 213+76.76
N 47°40'56" W
259.58'
PROP ROW
SEE PAGE 12 OF 13
SEE PAGE 10 OF 13
CURVE TABLE
CURVE # | RADIUS | LENGTH | BEARING | DISTANCE
C8 | 600.00' | 449.30' | N 69°08'05" W | 438.87'
C9 | 750.00' | 129.58' | S 52°37'55" E | 129.42'
EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1786
PAGE 11 OF 13
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DATE: Aug 23 2016 - 5:03pm
FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1786(ql)_CR259-CR266 ROW Parcel 6_Yang Estate.dwg



CURVE TABLE				
CURVE #	RADIUS	LENGTH	BEARING	DISTANCE
C8	600.00'	449.30'	N 69°08'05" W	438.87'

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

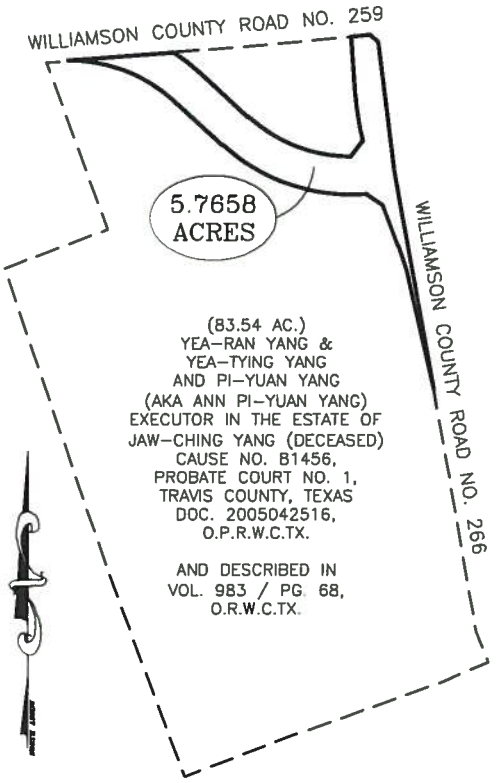
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).

4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.

5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015.

6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.

7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE

RECORD PROPERTY AREA = 83.54 ACRES
PROPOSED ROW ACQUISITION AREA = 5.7658 ACRES
CALCULATED REMAINDER AREA = 77.7742 ACRES



SURVEYOR CERTIFICATION

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.

JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5749,
STATE OF TEXAS

8/24/2016
DATE

Bowman CONSULTING

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EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1786

FILE: \\Longhorn\new projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\SK1786(gt) CR259-CR266 ROW Parcel 6 Yang Estate.dwg

DATE: Aug 23,2016-5:05pm

EXHIBIT "B"

FIELD NOTES DESCRIPTION – 6DE

DESCRIPTION OF A TOTAL OF 1.8226 ACRES OF LAND DESCRIBED HEREIN AS TRACT 1 CONTAINING 1.1249 ACRES (49,000 SQUARE FEET) AND TRACT 2 CONTAINING 0.6977 ACRE (30,393 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 83.54 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO JAW-CHING YANG AND ANN PI-YUAN YANG OF RECORD IN VOLUME 983, PAGE 68, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED IN CAUSE NO. 81456, PROBATE COURT NO. 1, TRAVIS COUNTY, TEXAS, OF RECORD IN DOCUMENT NO. 2005042516, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.7658 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet right of Williamson County Road 259 Baseline Station 206+11.72, in the existing south right-of-way line of County Road 259, a varying width right-of-way, and being the north line of said 83.54 acre tract, from which a 1/2-inch iron rod found bears S 85° 21' 27" W a distance of 83.43 feet;

THENCE N 85° 21' 27" E, with the existing south right-of-way line of said County Road 259, same being the north line of said 83.54 acre tract, a distance of 409.56 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for the western northwest corner of proposed right-of-way Parcel 6, a 5.7658 acre portion of said 83.54 acre tract, and being the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 85° 21' 27" E, continuing with the existing south right-of-way line of said County Road 259, same being the north line of said 83.54 acre tract, a distance of 40.37 feet to a calculated point for the northeast corner of the tract described herein;

THENCE leaving said right-of-way line and crossing said 83.54 acre tract with the northern line of the herein described tract, the following seven (7) courses and distances:

1. with the arc of a curve to the right, having a radius of 775.00 feet, an arc distance of 101.68 feet and a chord which bears S 51° 26' 27" E, a distance of 101.60 feet to a calculated point of tangency;

2. S 47° 40' 56" E a distance of 259.58 feet to a calculated point of curvature;

3. with the arc of a curve to the left, having a radius of 575.00 feet, an arc distance of 70.21 feet and a chord which bears S 51° 10' 49" E a distance of 70.17 feet to a calculated point for a reentrant corner;

4. N 16° 04' 03" E a distance of 257.36 feet to a calculated point for a reentrant corner;

5. S 74° 51' 37" E a distance of 100.01 feet to a calculated point for a reentrant corner;

6. S 16° 04' 03" W a distance of 279.05 feet to a calculated point for a reentrant corner; and

7. with the arc of a curve to the left, having a radius of 570.00 feet, an arc distance of 271.23 feet, and a chord which bears S 78° 31' 09" E a distance of 268.68 feet to a calculated point in a northeastern line of said Parcel 6 for the most eastern corner of the tract described herein, from which a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point corner of said Parcel 6, being 135.17 feet left of Williamson County Road 259 Baseline Station 219+32.55 and

75.00 feet left of Williamson County Road 266 Baseline Station 260+12.66 bears N 37° 31' 09" E a distance of 78.30 feet;

THENCE S 37° 31' 09" W, with the line of said Parcel 6, a distance of 38.33 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for a corner of said Parcel 6, being 75.00 feet left of Williamson County Road 259 Baseline Station 218+73.10 and 137.01 left feet of Williamson County Road 266 Baseline Station 259+65.95;

THENCE continuing across said 83.54 acre tract with the north line of said Parcel 6, the following three (3) courses and distances:

1. with the arc of a curve to the right having a radius of 600.00 feet, an arc distance of 441.20 feet, and a chord which bears N 68° 44' 53" W a distance of 431.33 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for a point of tangency,

2. N 47° 40' 56" W a distance of 259.58 to a 1/2-inch iron rod with plastic cap stamped "BCG" set for a point of curvature, and

3. with the arc of a curve to the left a radius of 750.00 feet, an arc distance of 129.58 feet, and a chord which bears N 52° 37' 55" W a distance of 129.42 feet to the **POINT OF BEGINNING** and containing 1.1249 acres of land, more or less.

TRACT 2

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet right of Williamson County Road 259 Baseline Station 206+11.72, in the existing south right-of-way line of County Road 259, a varying width right-of-way, and being the north line of said 83.54 acre tract, from which a 1/2-inch iron rod found bears S 85° 21' 27" W a distance of 83.43 feet;

THENCE leaving the existing west right-of-way line of County Road 259, and crossing said 83.54 acre tract with the south line of said Parcel 6, same being the proposed south right-of-way line of said County Road 259, the following three (3) courses and distances:

1. with the arc of a curve to the right having a radius of 600.00 feet, an arc distance of 449.30 feet and a chord which bears S 69° 08' 05" E a distance of 438.87 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set 75.00 feet right of County Road 259 Baseline Station 211+17.18, for a point of tangency,

2. S 47° 40' 56" E, a distance of 259.58 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set 75.00 feet right of County Road 259 Baseline Station 213+76.76, for a point of curvature, and

3. with the arc of a curve to the left, having a radius of 750.00 feet, an arc distance of 151.92 feet, and a chord which bears S 53° 29' 07" E, a distance of 151.66 feet to a calculated point for the north corner and **POINT OF BEGINNING** of the tract described herein

THENCE continuing across said 83.54 acre tract with the south line of said Parcel 6, with said curve to the left having a radius of 750.00 feet, an arc distance of 101.87 feet, and a chord which bears S 63° 10' 45" E a distance of 101.79 feet to a calculated point for the east corner of the tract described herein;

THENCE leaving the south line of said Parcel 6, continuing across said 83.54 acre tract, the following five (5) courses and distance:

1. S 16° 04' 03" W, a distance of 225.83 feet to a calculated angle point,

2. S 26° 37' 47" E a distance of 30.68 feet to a calculated point for the southeast corner of the tract described herein,

3. S 63° 22' 13" W, a distance of 100.00 feet to a calculated angle point for the southwest corner of the tract described herein,

4. N 26° 37' 47" W a distance of 69.77 feet to a calculated angle point, and

5. N 16° 04' 03" E, a distance of 283.91 feet to the **POINT OF BEGINNING** and containing 0.6977 acres (30,393 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1872-R1(gt)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

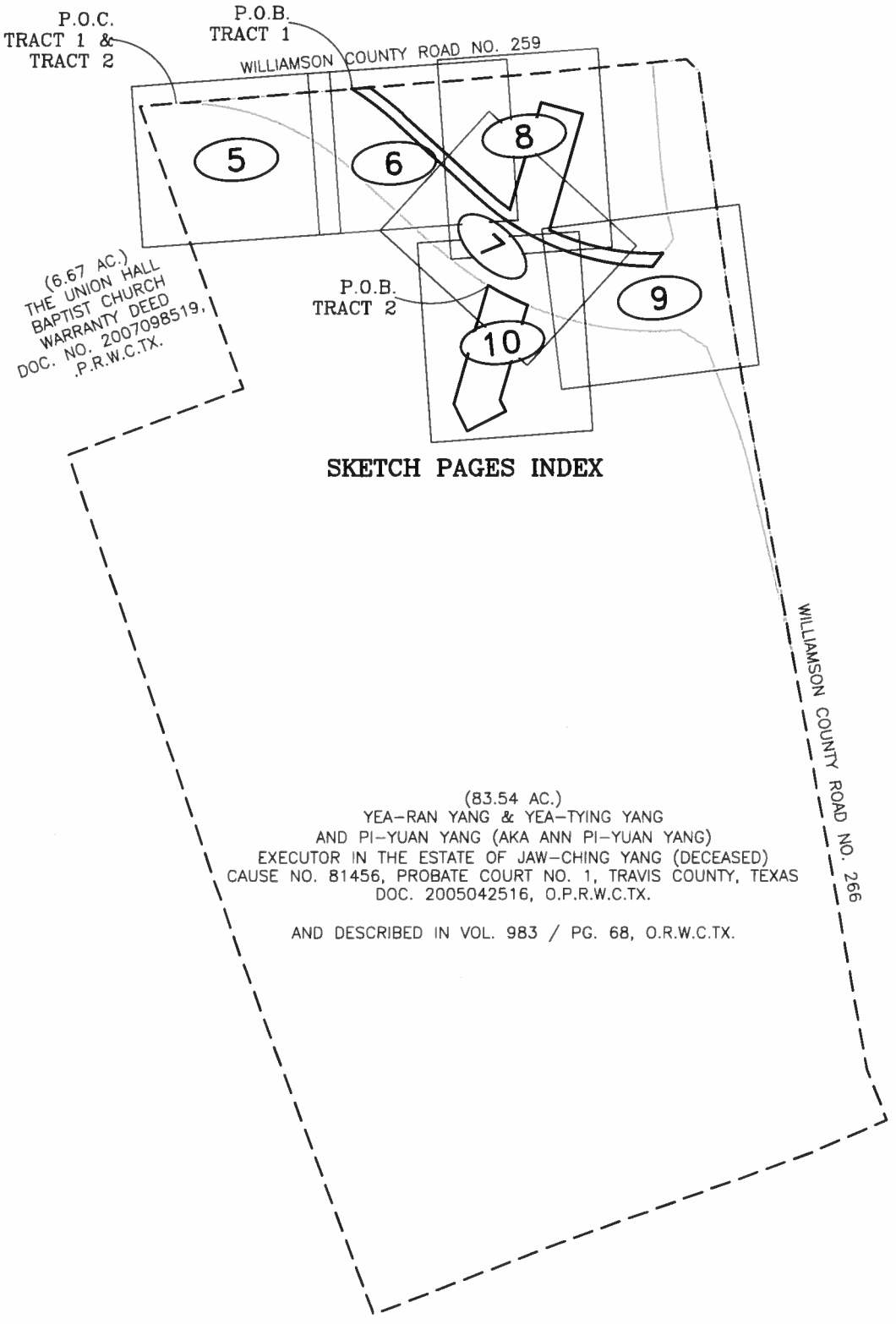
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 2nd of August, 2016 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

STATE OF TEXAS
REGISTERED
JOHN D. BARNARD
5749
PROFESSIONAL
LAND SURVEYOR

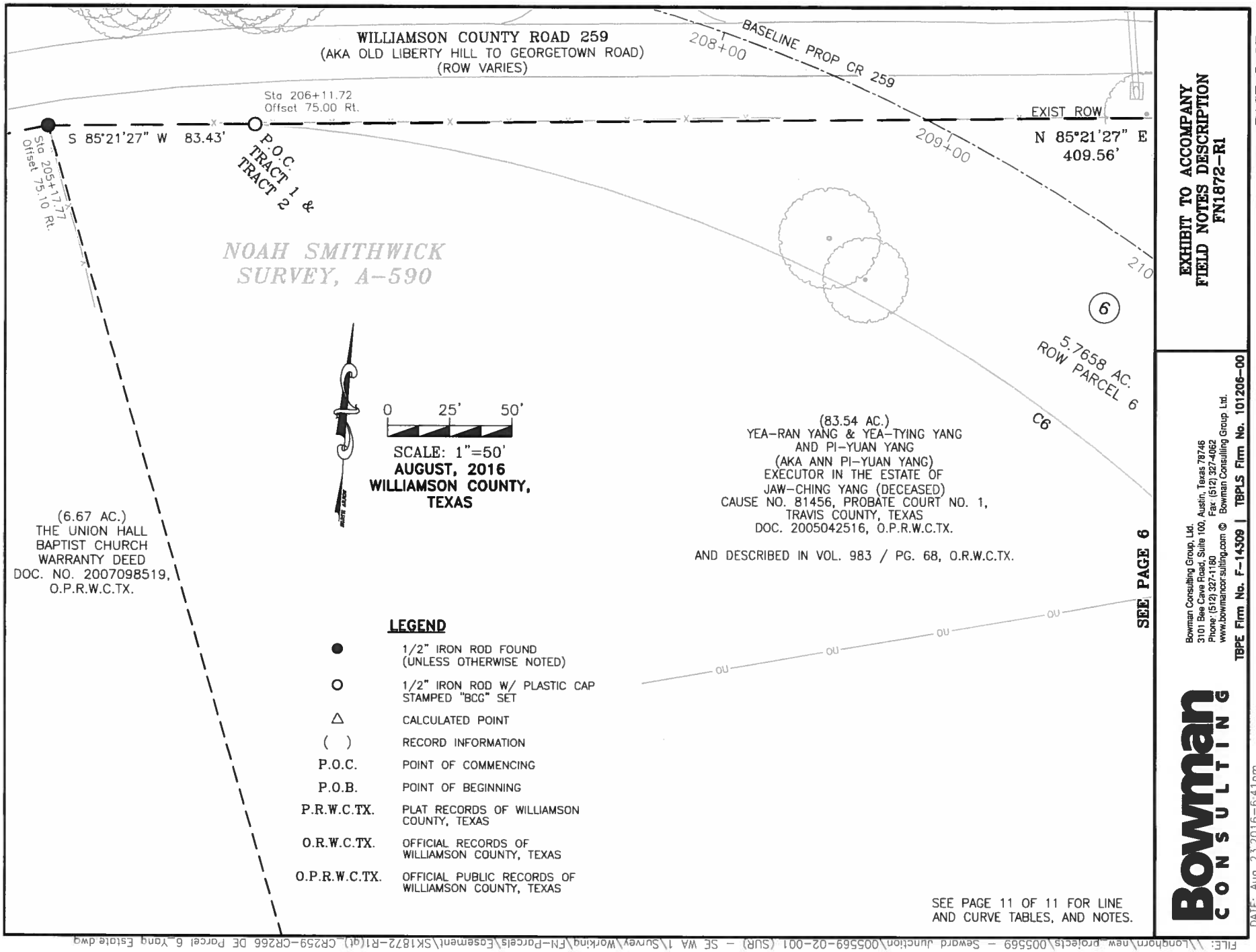
John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas



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EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1872-R1

FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\Easement\SK1872-R1(qt)_CR259-CR266 DE Parcel 6 Yang Estate.dwg
DATE: Aug 23,2016-6:40pm


WILLIAMSON COUNTY ROAD 259
(AKA OLD LIBERTY HILL TO GEORGETOWN ROAD)
(ROW VARIES)
BASELINE PROP CR 259
208+00
209+00
210
Sta 206+11.72
Offset 75.00 Rt.
EXIST ROW
N 85°21'27" E
409.56'
S 85°21'27" W 83.43'
P.O.C.
TRACT 1 &
TRACT 2
Sta 205+17.77
Offset 75.10 Rt.
NOAH SMITHWICK
SURVEY, A-590
6
5.7658 AC.
ROW PARCEL 6
C6
0 25' 50'
SCALE: 1"=50'
AUGUST, 2016
WILLIAMSON COUNTY,
TEXAS
(6.67 AC.)
THE UNION HALL
BAPTIST CHURCH
WARRANTY DEED
DOC. NO. 2007098519,
O.P.R.W.C.TX.
(83.54 AC.)
YEA-RAN YANG & YEA-TYING YANG
AND PI-YUAN YANG
(AKA ANN PI-YUAN YANG)
EXECUTOR IN THE ESTATE OF
JAW-CHING YANG (DECEASED)
CAUSE NO. 81456, PROBATE COURT NO. 1,
TRAVIS COUNTY, TEXAS
DOC. 2005042516, O.P.R.W.C.TX.
AND DESCRIBED IN VOL. 983 / PG. 68, O.R.W.C.TX.
SEE PAGE 6
LEGEND
1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" SET
CALCULATED POINT
( ) RECORD INFORMATION
P.O.C. POINT OF COMMENCING
P.O.B. POINT OF BEGINNING
P.R.W.C.TX. PLAT 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
SEE PAGE 11 OF 11 FOR LINE AND CURVE TABLES, AND NOTES.
EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1872-R1
PAGE 5 OF 11
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DATE: Aug 23,2016-6:41pm
FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\Easement\SK1872-R1(gt)_CR259-CR266 DE Parcel 6_Yang Estate.dwg

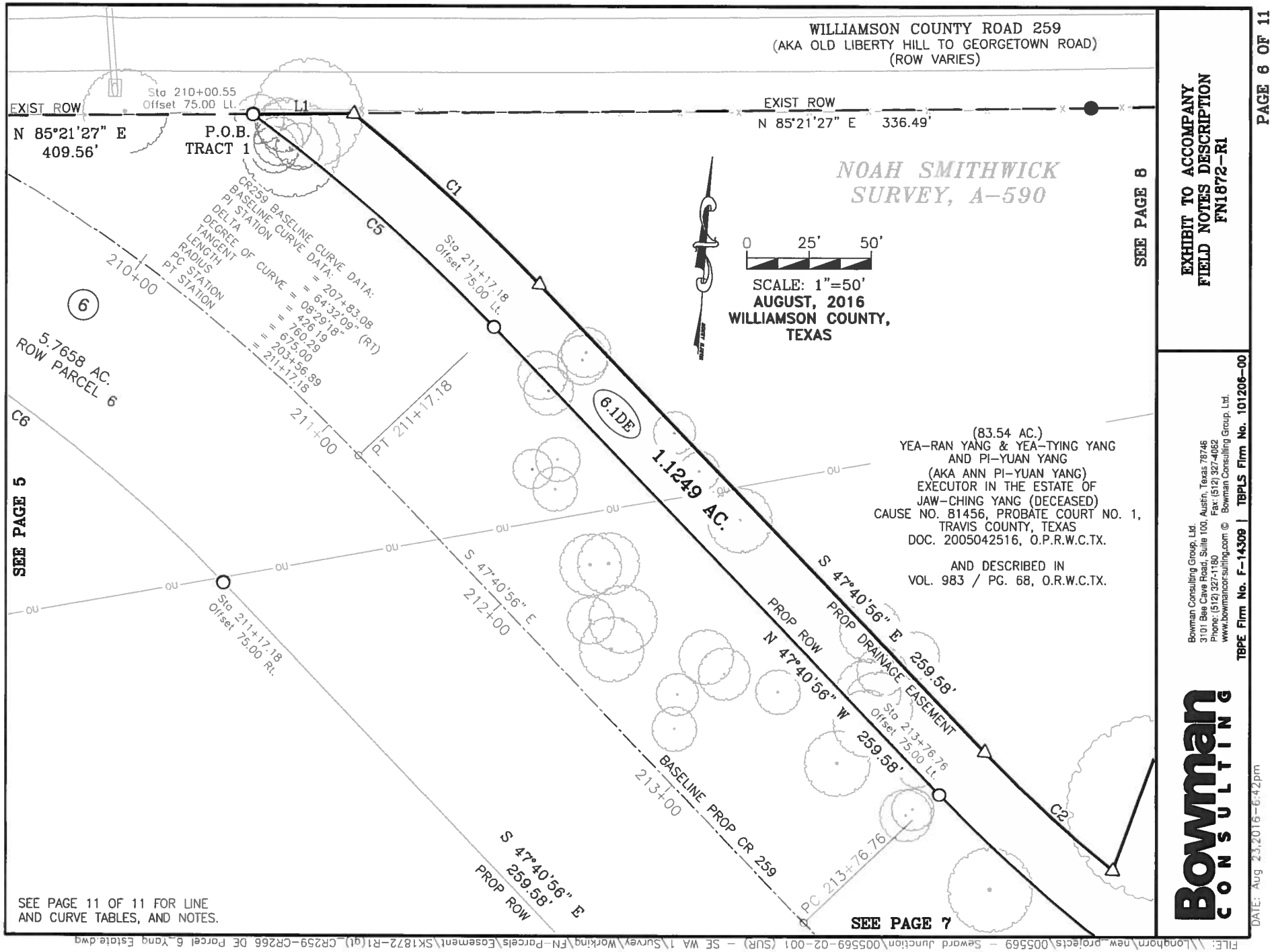


EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1872-R1

PAGE 6 OF 11

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FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\Easement\SK1872-R1(ql)_CR259-CR266 DE Parcel 6_Yang Estate.dwg

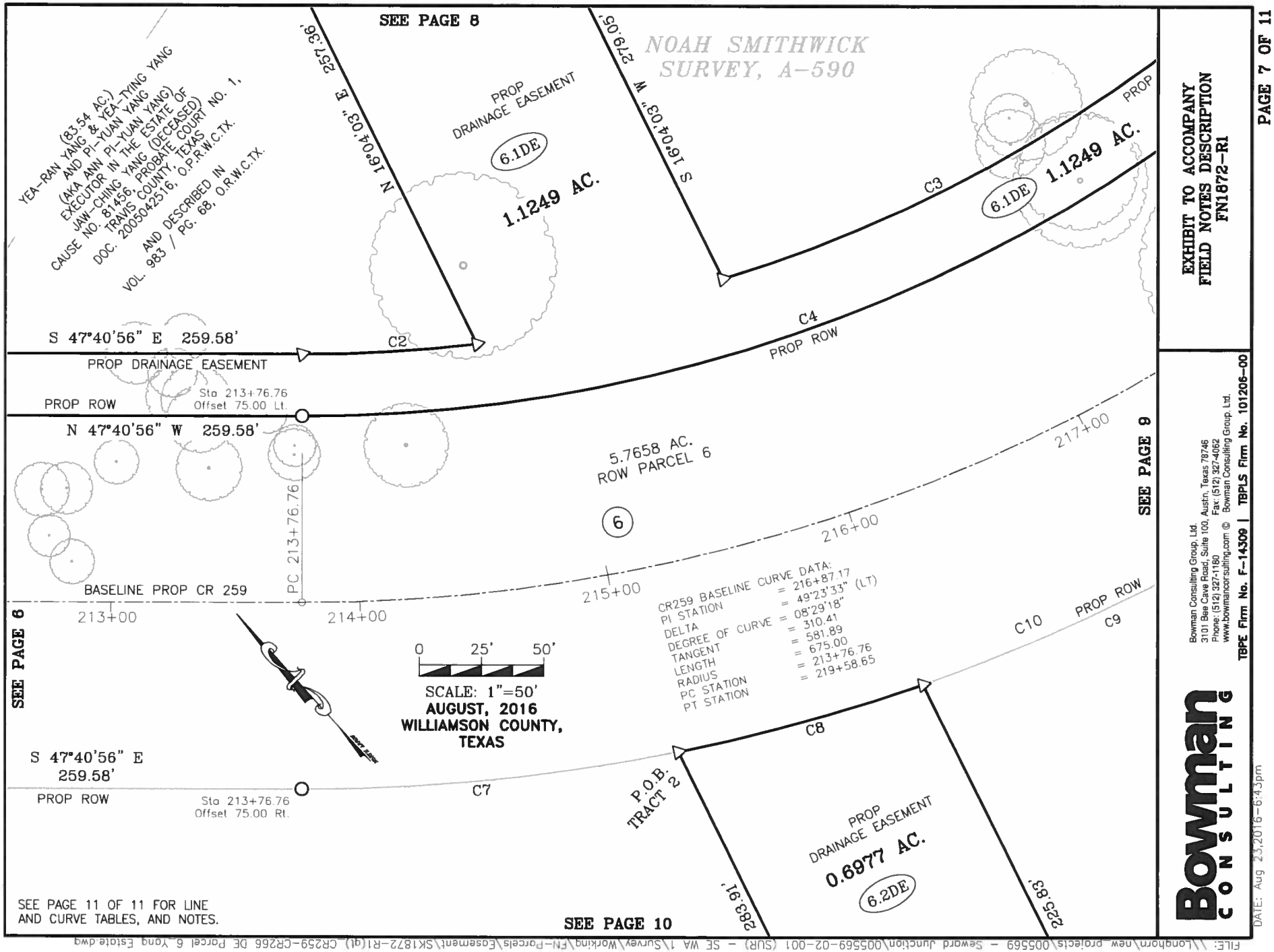


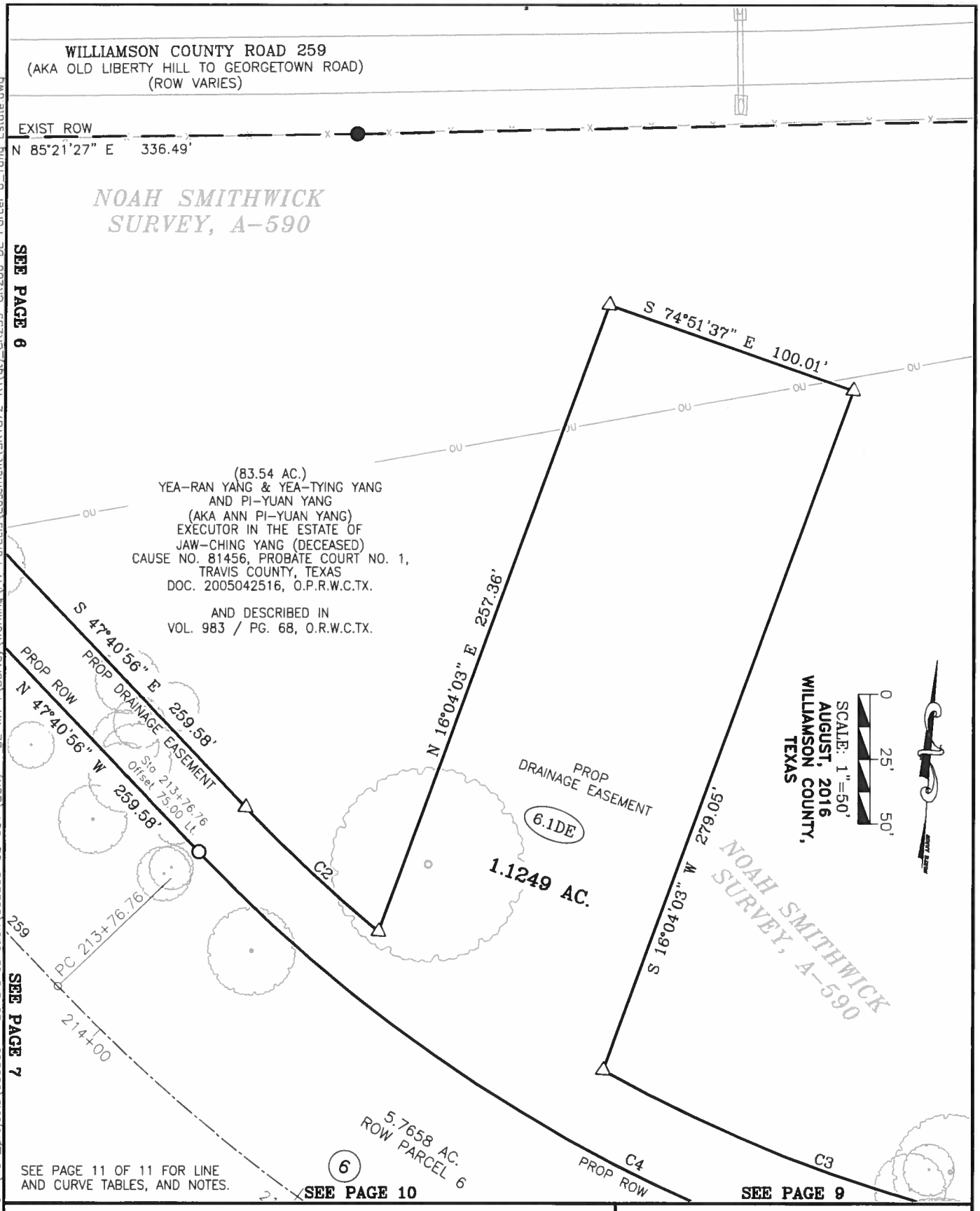
EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1872-R1

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FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\Easement\SK1872-R1(ql) CR259-CR266 DE Parcel 6 Yang Estate.dwg



FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\Easement\SK1872-R1(at)_CR259-CR266 DE Parcel 6_Yang Estate.dwg

DATE: Aug 23,2016-6:44pm

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EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1872-R1

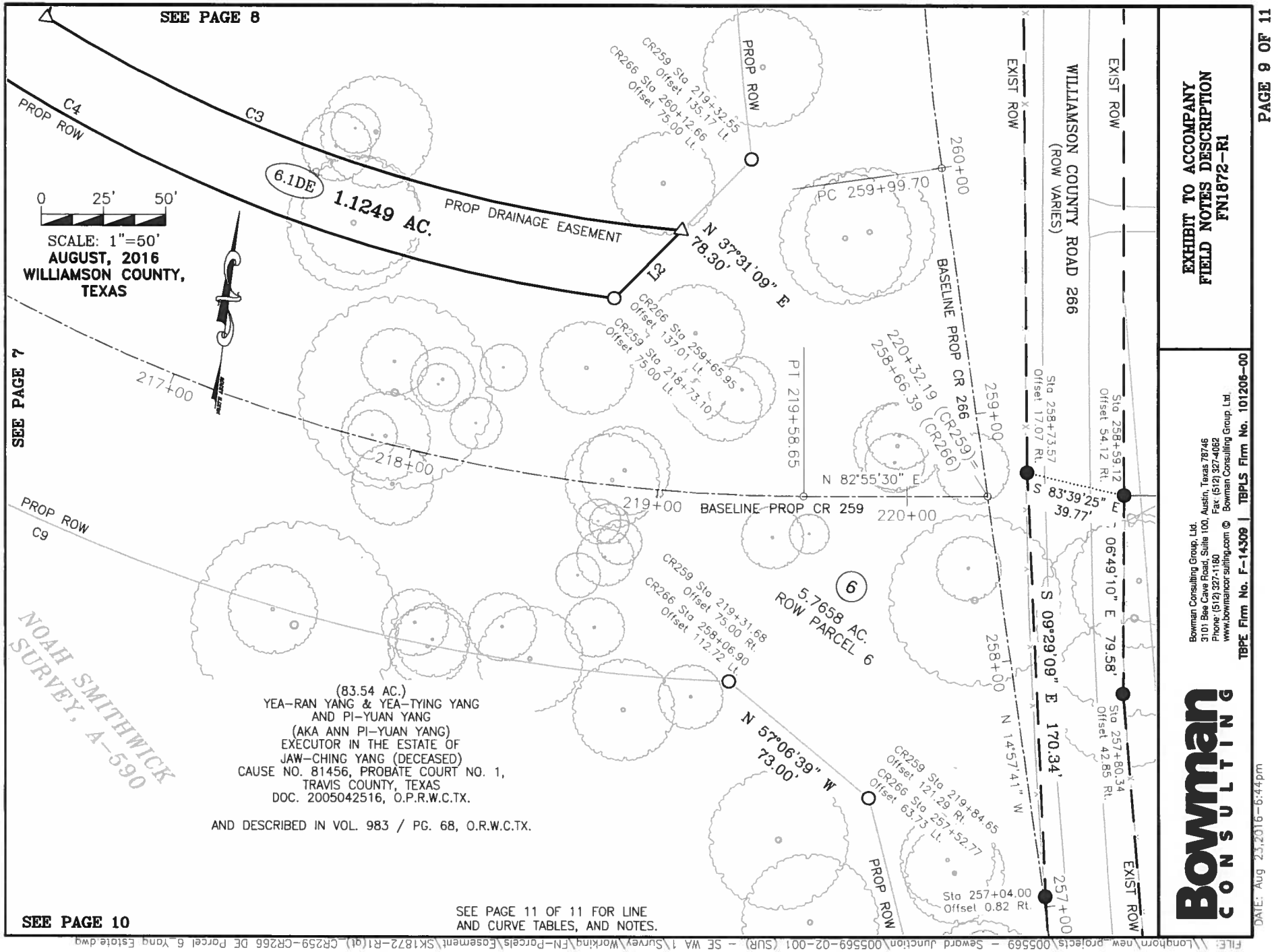


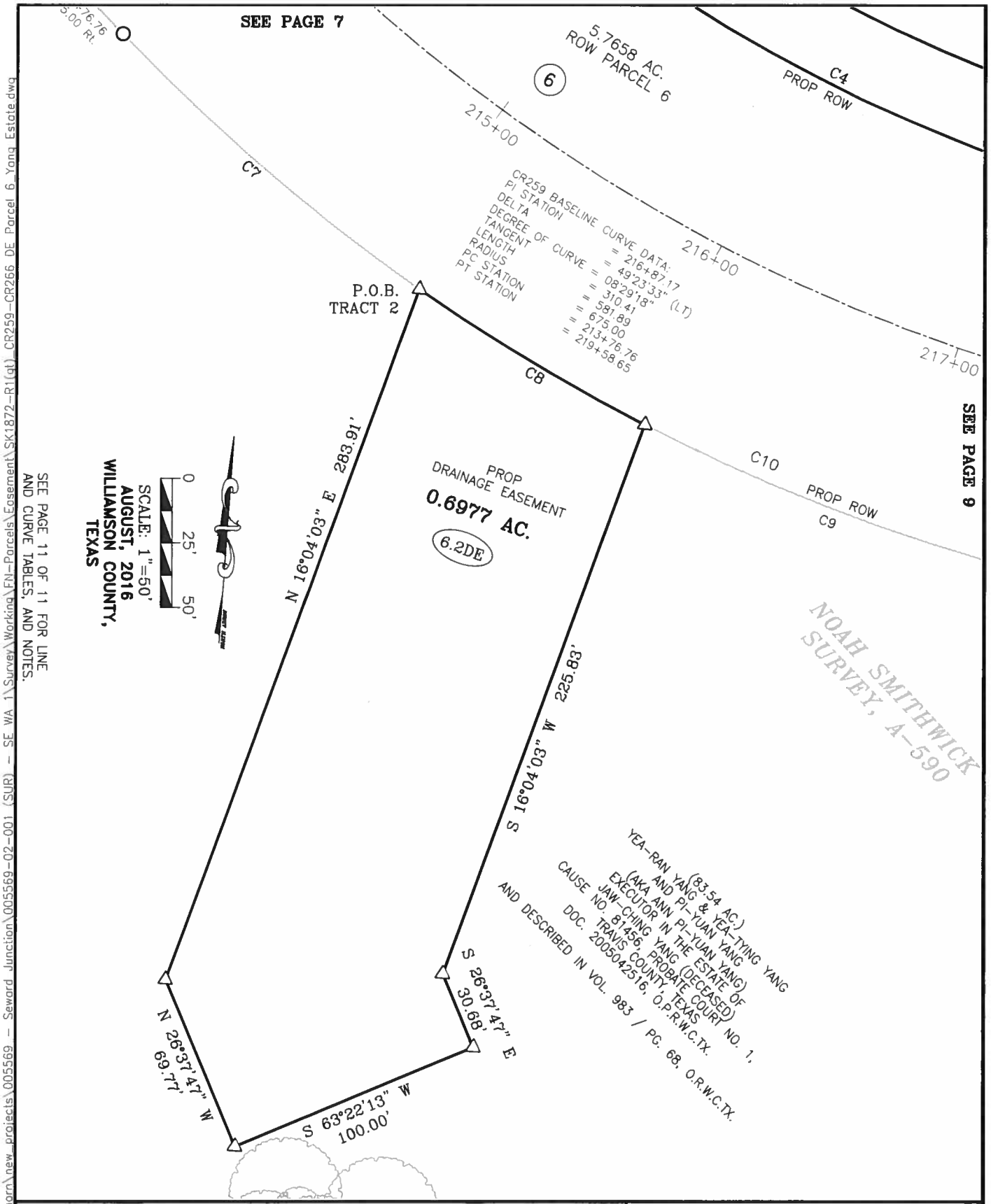
EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1872-R1

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DATE: Aug 23,2016-6:44pm

FILE: \\Longhorn\new projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\Easement\SK1872-R1(gl)_CR259-CR266 DE Parcel 6_Yang Estate.dwg



FILE: \\Longhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\Easement\SK1872-R1(gt)_CR259-CR266 DE Parcel 6_Yang Estate.dwg

DATE: Aug 23,2016-6:45pm

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EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1872-R1

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).

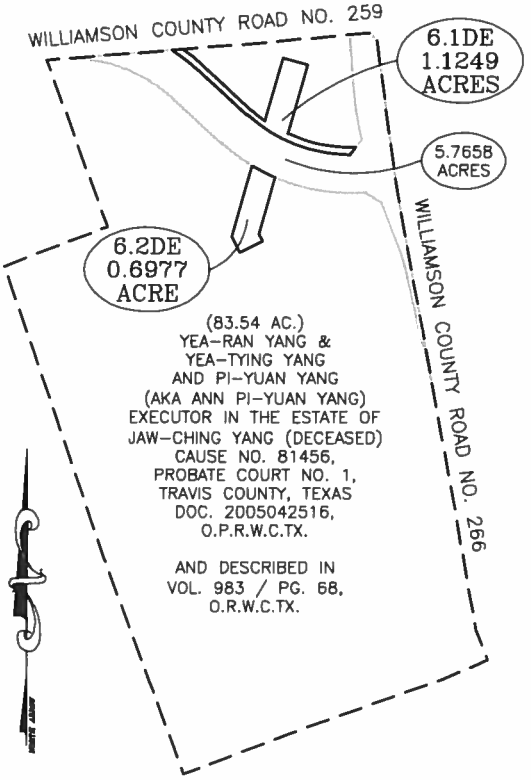
4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.

5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015; PROPOSED DRAINAGE EASEMENT LINEWORK PROVIDED ON 03-06-2016.

6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.

7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.

CURVE TABLE				
CURVE #	RADIUS	LENGTH	BEARING	DISTANCE
C1	775.00'	101.68'	S 51°26'27" E	101.60'
C2	575.00'	70.21'	S 51°10'49" E	70.17'
C3	570.00'	271.23'	S 78°31'09" E	268.68'
C4	600.00'	441.20'	N 68°44'53" W	431.33'
C5	750.00'	129.58'	N 52°37'55" W	129.42'
C6	600.00'	449.30'	S 69°08'05" E	438.87'
C7	750.00'	151.92'	S 53°29'07" E	151.66'
C8	750.00'	101.87'	S 63°10'45" E	101.79'
C9	750.00'	362.80'	S 80°55'42" E	359.28'
C10	750.00'	616.59'	S 71°14'04" E	599.37'



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE

RECORD PROPERTY AREA = 83.54 ACRES
PROPOSED ROW ACQUISITION AREA = 5.7658 ACRES
CALCULATED REMAINDER AREA = 77.7742 ACRES

PROPOSED DRAINAGE EASEMENT(S) AREA = 1.8226 ACRES

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 85°21'27" E	40.37'
L2	S 37°31'09" W	38.33'

SURVEYOR CERTIFICATION

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.

_____ _____

JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5749,
STATE OF TEXAS

DATE

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EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1872-R1

Commissioners Court - Regular Session **58.**

Meeting Date: 01/09/2018

Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution for Condemnation with JBS Holdings, LP. for right of way needed on CR 278 @ Bagdad Rd. (Parcel 6): Funding Source Road Bonds P438

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JBS Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:37 AM
Form Started By: Charlie Crossfield		Started On: 01/04/2018 08:48 AM
Final Approval Date: 01/04/2018		

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 a certain tract of land being 3.854 acre (Parcel 6) described by metes and bounds in Exhibit "A" owned by **JBS HOLDINGS, LP,** for the purpose of constructing, reconstructing, maintaining, and operating Bagdad/CR 278 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 that 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 she 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 _____ day of _____, 2018.

_____
Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel No.: 6
Highway: Bagdad Road
Limits: From: 1,500' North of C.R. 278
To: 100' South of Silver Creek Drive

DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 3.854 ACRE (167,874 SQ. FT.) PARCEL OF LAND, LOCATED IN THE HENRY FIELD SURVEY, ABSTRACT 233, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 99.57 ACRE TRACT OF LAND, TRACT NO. 2, DESCRIBED IN A DEED TO JBS HOLDINGS, LP, RECORDED IN DOCUMENT NUMBER 2002103000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 3.854 ACRE (167,874 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found on the south line of said remainder of a called 99.57 acre tract, same being the north line of a 6.829 acre tract of land as described in a deed to Williamson County, Texas, recorded in Document No. 2014076251, O.P.R.W.C.TX.;

THENCE S 87°55'30" E, with the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, a distance of 86.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.73 feet left of Bagdad Road Engineer's Centerline Station (E.C.S.) 557+97.02 on the proposed west right-of-way line of Bagdad Road, a variable width right-of-way, for the **POINT OF BEGINNING** (Grid Coordinates= N:10,203,935.17, E:3,059,759.68) and the southwest corner of the parcel described herein;

THENCE departing the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, with the proposed west right-of-way line of said Bagdad Road, over and across said remainder of a called 99.57 acre tract, the following five (5) courses and distances numbered 1-5:

1) N 43°14'37" E, a distance of 60.77 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.00 feet left of Bagdad Road E.C.S. 558+40.24,

2) N 01°25'43" W, a distance of 663.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 125.96 feet left of Bagdad Road E.C.S. 564+96.82,

3) N 01°26'02" E, a distance of 200.25 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 124.63 feet left of Bagdad Road E.C.S. 567+01.01,

4) N 01°25'43" W, a distance of 600.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 124.99 feet left of Bagdad Road E.C.S. 573+05.96, and

5) N 04°16'55" E, a distance of 53.25 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 119.42 feet left of Bagdad Road E.C.S. 573+58.91 on the north line of said remainder of a called 99.57 acre tract, same being the south line of a 126.90 acre tract of land, described as Tract No. 1 in said deed to JBS Holdings, LP, said point being the northwest corner of the parcel described herein, from which a 1/2-inch iron rod found for the northwest corner of said remainder of a called 99.57 acre tract and the southwest corner of said 126.90 acre tract bears S 69°01'35" W, a distance of 2,862.97 feet;

6) **THENCE** N 69°01'35" E, continuing with the proposed west right-of-way line of said Bagdad Road, with the common line of said remainder of a called 99.57 acre tract and said 126.90 acre tract, a distance of 91.58 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 32.96 feet left of Bagdad Road E.C.S. 573+89.11 on the existing west right-of-way line of Bagdad Road, no record information found, for the northeast corner of said remainder of a called 99.57 acre tract and the parcel described herein, from which a 5/8-inch iron rod found on the existing west right-of-way line of said Bagdad Road, for the most easterly northeast corner of said 126.90 acre tract bears N 02°13'31" W, a distance of 754.50 feet;

THENCE departing both the proposed west right-of-way line of said Bagdad Road, with the existing west right-of-way line of said Bagdad Road, the following two (2) courses and distances numbered 7-8:

7) S 02°13'31" E, a distance of 354.59 feet to a calculated point 29.83 feet left of Bagdad Road E.C.S. 570+34.54, and

8) S 02°01'22" E, a distance of 1,234.82 feet to a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found 14.34 feet right of Bagdad Road E.C.S. 557+98.85, for the northeast corner of said 6.829 acre tract, the southeast corner of said remainder of a called 99.57 acre tract and the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found on the existing west right-of-way line of said Bagdad Road, for the southeast corner of said 6.829 acre tract bears S 02°01'22" E, a distance of 127.44 feet;

9) **THENCE** S 87°55'30" W, departing the existing west right-of-way line of said Bagdad Road, with the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, a distance of 162.08 feet to the **POINT OF BEGINNING**, and containing 3.854 acres (167,874 sq. ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000140

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

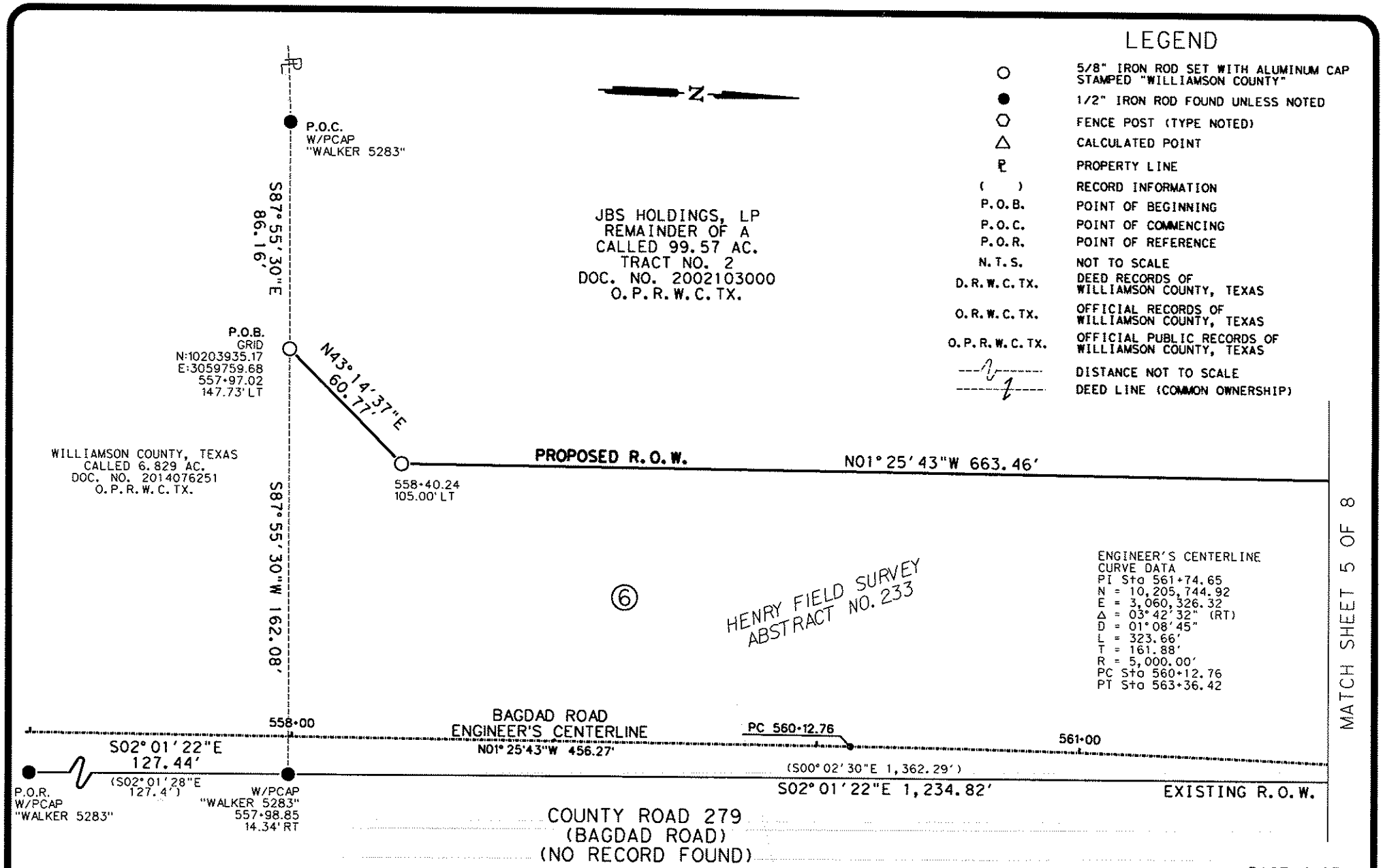
That I, William R. Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 17th day of May, 2017.

SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William R. Herring
Registered Professional Land Surveyor
No. 6355-State of Texas





50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

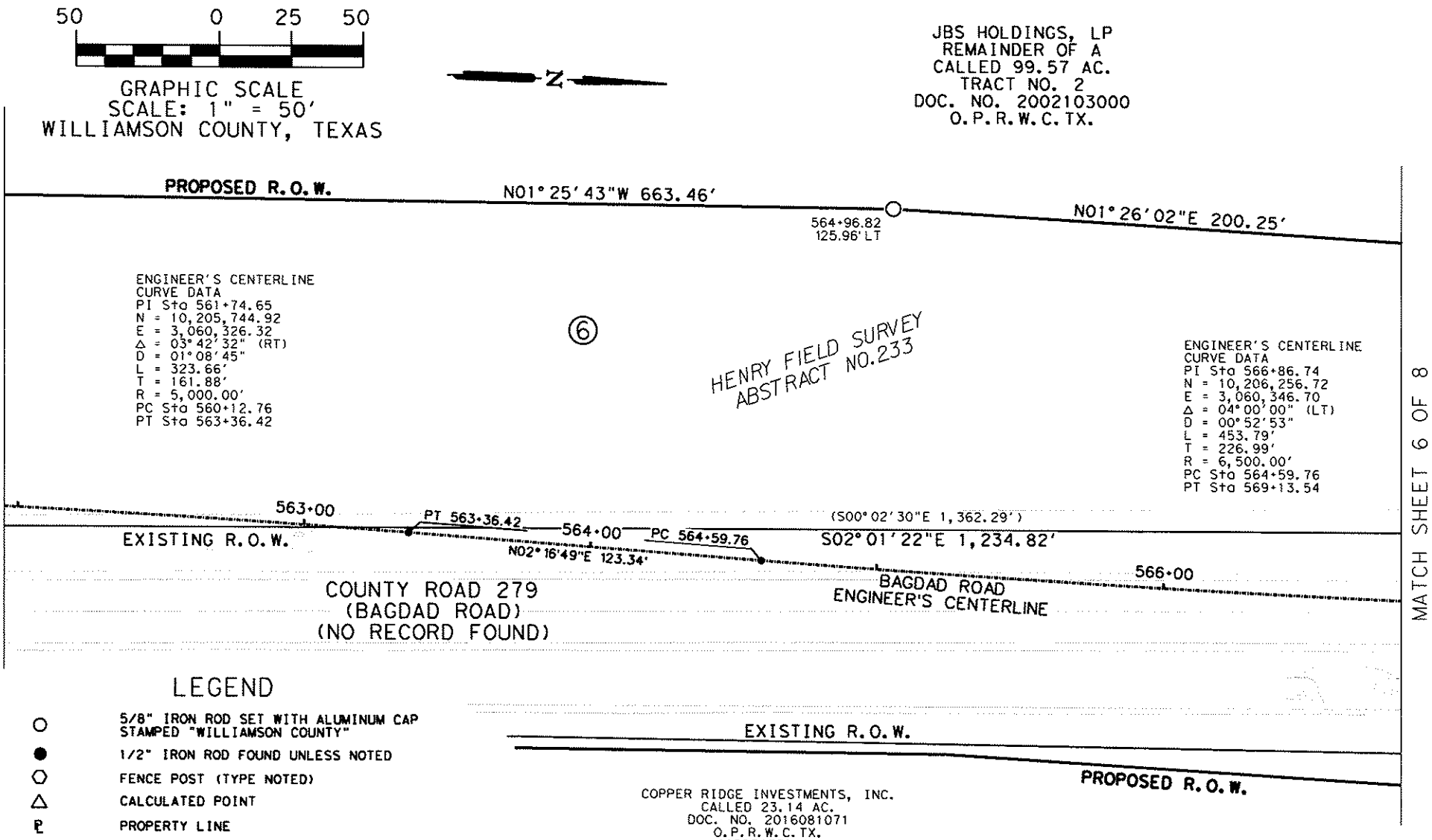
PAGE 4 OF 8
REF. FIELD NOTE NO. 32406

FILE:\\saminc\aus\PROJECTS\1016036782\100\Survey\02Base\DGN V8i\Parcels\P-6_1.dgn

EXISTING	*92.846 AC.	ACQUIRE	3.854 AC.	REMAINING	88.992 AC. LEFT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
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
JBS HOLDINGS, LP
PARCEL 6
3.854 AC. (167,874 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)
△	CALCULATED POINT
℄	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)

REF. FIELD NOTE NO. 32406

FILE:\\saminc\aus\PROJECTS\1016036782\100\Survey\02Base\DGN V8i\Parcels\P-6_2.dgn

EXISTING	*92.846 AC.	ACQUIRE	3.854 AC.	REMAINING	88.992 AC. LEFT

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JBS HOLDINGS, LP
PARCEL 6
3.854 AC. (167,874 SQ. FT.)

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 566+86.74
N = 10,206,256.72
E = 3,060,346.70
Δ = 04°00'00" (LT)
D = 00°52'53"
L = 453.79'
T = 226.99'
R = 6,500.00'
PC Sta 564+59.76
PT Sta 569+13.54

JBS HOLDINGS, LP
REMAINDER OF A
CALLED 99.57 AC.
TRACT NO. 2
DOC. NO. 2002103000
O.P.R.W.C.TX.

N

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

MATCH SHEET 5 OF 8

MATCH SHEET 7 OF 8

L1

567+01.01
124.63' LT

N01°25'43"W 600.84'

PROPOSED R.O.W.

HENRY FIELD SURVEY
ABSTRACT NO.233

⑥

570+34.54
29.83' LT

(S00°02'30"E 1,362.29')
S02°01'22"E 1,234.82'

EXISTING R.O.W.

(S00°14'30"E 354.49')
S02°13'31"E 354.59'

569+00
PT 569+13.54

BAGDAD ROAD
ENGINEER'S CENTERLINE
N01°43'11"W 518.22'

571+00

DEED LINE

COUNTY ROAD 279
(BAGDAD ROAD)
(NO RECORD FOUND)

EXISTING R.O.W.

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	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
---1---	DEED LINE (COMMON OWNERSHIP)

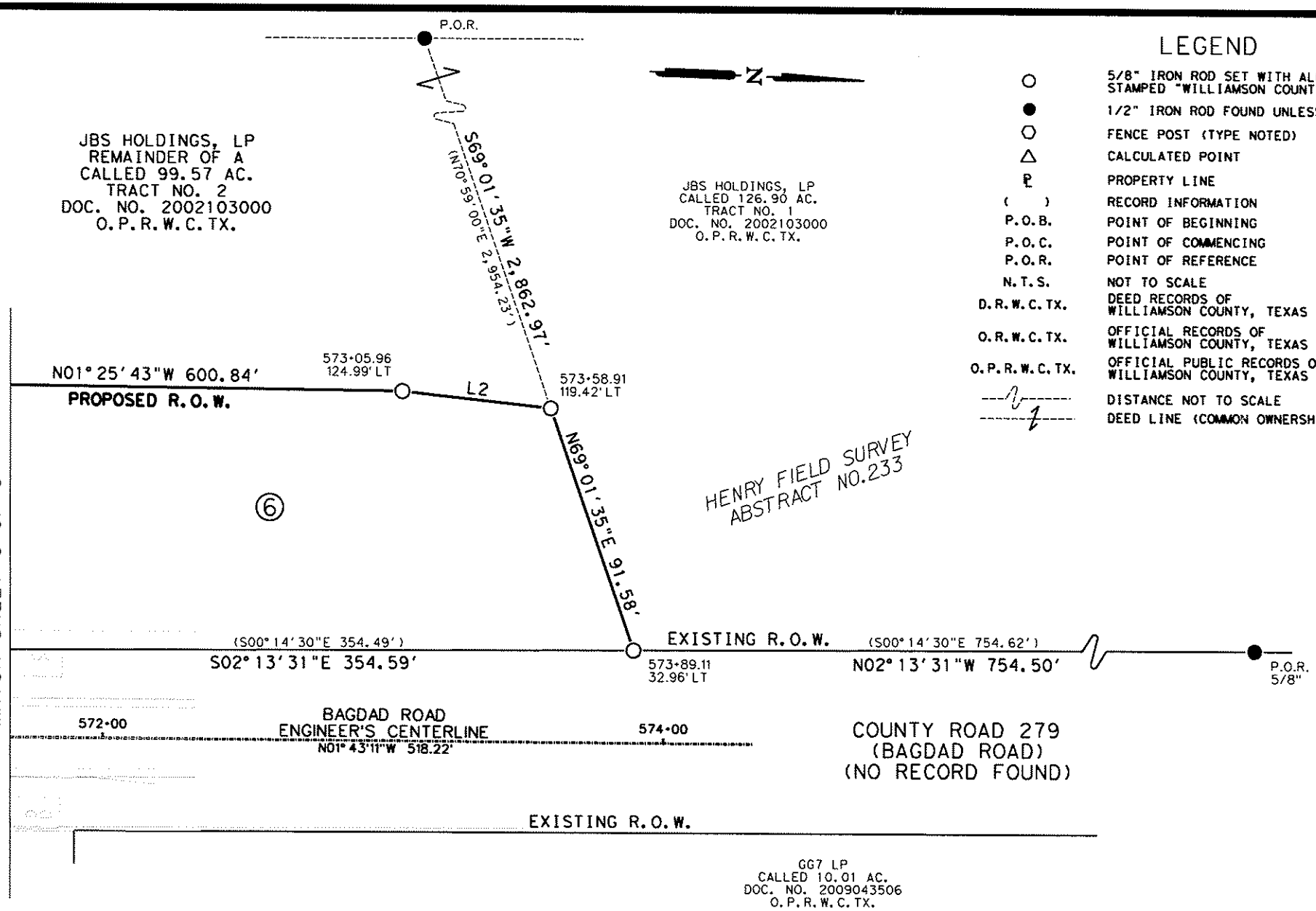
COPPER RIDGE INVESTMENTS, INC.
CALLED 23.14 AC.
DOC. NO. 2016081071
O.P.R.W.C.TX.
CORRECTED IN
DOC. NO. 2016092650
O.P.R.W.C.TX.

REF. FIELD NOTE NO. 32406
FILE:\\saminc\aus\PROJECTS\1016036782\100\Survey\02Base\DGN V8i\Parcels\P-6_3.dgn

EXISTING	*92.846 AC.	ACQUIRE	3.854 AC.	REMAINING	88.992 AC. LEFT

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JBS HOLDINGS, LP
PARCEL 6
3.854 AC. (167,874 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)
△	CALCULATED POINT
℄	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)

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 32406

FILE:\\saminc\aus\PROJECTS\1016036782\100\Survey\02Base\DGN V8i\Parcels\P-6_4.dgn

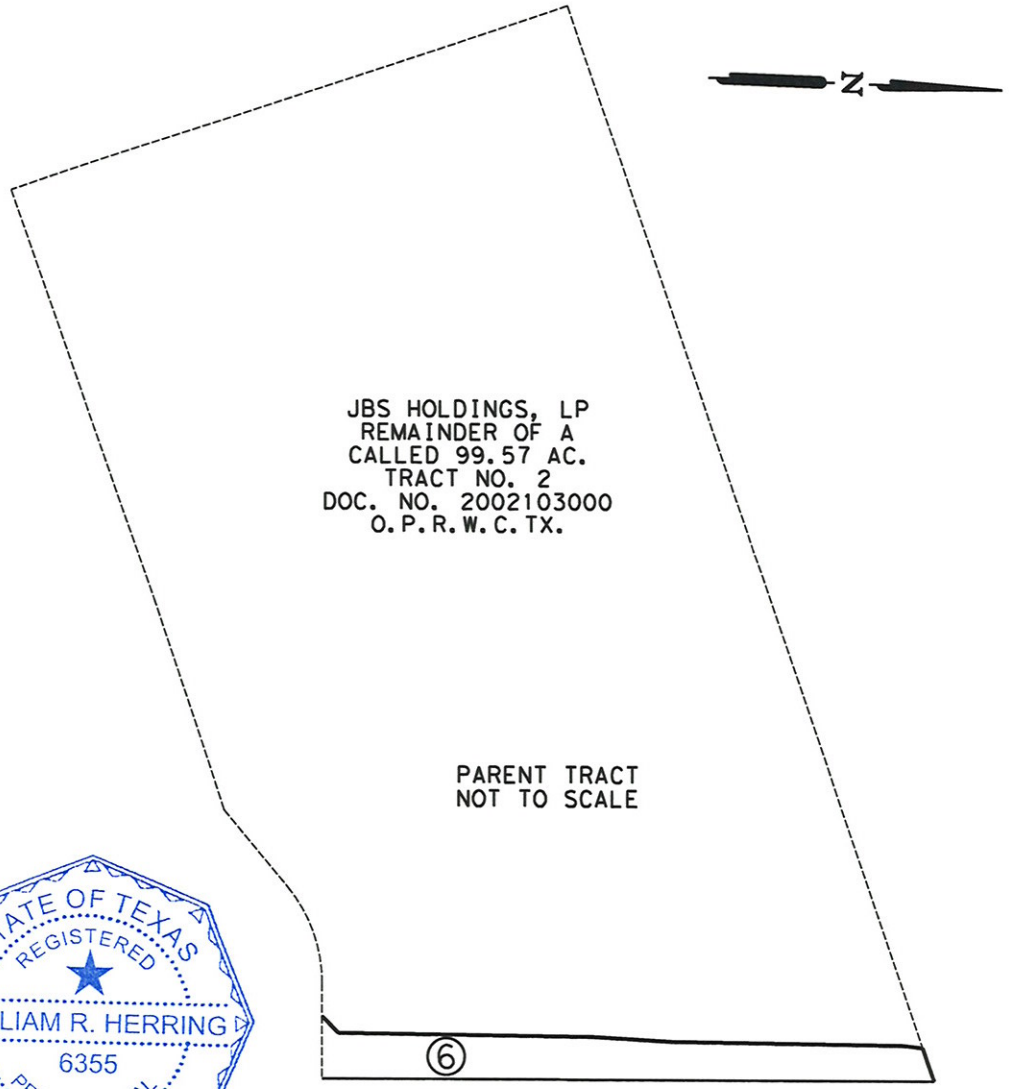
EXISTING	*92.846 AC.	ACQUIRE	3.854 AC.	REMAINING	88.992 AC. LEFT

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Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JBS HOLDINGS, LP
PARCEL 6
3.854 AC. (167,874 SQ. FT.)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N01°26'02"E	200.25'
L2	N04°16'55"E	53.25'



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00014. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING 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 FIRST NATIONAL TITLE INSURANCE COMPANY, FILE NO. 16-285062-GT, EFFECTIVE DATE FEBRUARY 2, 2017 AND ISSUED DATE FEBRUARY 8, 2017, NO ADDITIONAL RESEARCH WAS PERFORMED FOR ANY EASEMENTS AND OR BUILDING LINES WHICH MAY OR MAY NOT AFFECT SUBJECT TRACT.
3. BAGDAD ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM LOCKWOOD, ANDREWS, & NEWMAN, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2016.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

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.

STATE OF TEXAS
REGISTERED
WILLIAM R. HERRING
6355
PROFESSIONAL
LAND SURVEYOR

WILLIAM R. HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

5/17/17
DATE

REF. FIELD NOTE NO. 32406
FILE:\\saminc\aus\PROJECTS\1016036782\100\Survey\02Base\DGN V8i\Parcels\P-6_4.dgn

EXISTING	*92.846 AC.	ACQUIRE	3.854 AC.	REMAINING	88.992 AC. LEFT

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Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JBS HOLDINGS, LP
PARCEL 6
3.854 AC. (167,874 SQ. FT.)

Commissioners Court - Regular Session **59.**

Meeting Date: 01/09/2018

Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution for Condemnation with Land Unlimited Inc. for right of way needed on the Seward Junction SE project. (Parcel 8): Funding Source Road Bonds P271

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Land Unlimited Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:37 AM
Form Started By: Charlie Crossfield		Started On: 01/04/2018 08:49 AM
Final Approval Date: 01/04/2018		

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 a certain tract of land being 0.5261 acre (Parcel 8) described by metes and bounds in Exhibit "A" owned by **LAND UNLIMITED INC.,** for the purpose of constructing, reconstructing, maintaining, and operating Seward Junction Southeast/CR 266 ("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 that 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 she 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 _____ day of _____, 2018.

_____
Dan A. Gattis
Williamson County Judge

FIELD NOTES DESCRIPTION – PARCEL 8

DESCRIPTION OF 0.5261 ACRE (22,915 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN CALLED 2.67 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO LAND UNLIMITED, INC., OF RECORD IN DOCUMENT NO. 1998064566, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.5261 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, 72.81 feet right of Williamson County Road 266 Baseline Station 269+75.10, in the south right-of-way line of State Highway No. 29, a varying width right-of-way, same being the north line of the said 2.67 acre tract, at the intersection with the east right-of-way line of County Road 266, a varying width right-of-way, same being the east corner of that certain called 0.026 acre right-of-way dedication to Williamson County, Texas, of record in Document No. 2011009566, Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, and from said calculated point, an iron rod with 1.5-inch aluminum cap stamped "TxDOT" found bears S 49° 11' 33" W, a distance of 0.14 feet;

THENCE S 72° 13' 55" E, with the south right-of-way line of State Highway 29, same being the north line of the said 2.67 acre tract, and with the north line of the tract described herein, a distance of 103.51 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 168.62 feet right of County Road 266 Baseline Station 269+35.92, for the northeast corner of the tract described herein;

THENCE leaving the south right-of-way line of State Highway 29 and crossing the said 2.67 acre tract, with the proposed east right-of-way line of County Road 266, and with the east line of the tract described herein, the following two (2) courses and distances:

1. S 51° 38' 56" W, a distance of 87.46 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 96.00 feet right of County Road 266 Baseline Station 268+87.17, for an angle point, and

2. S 04° 28' 41" E, a distance of 295.03 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 102.00 feet right of County Road 266 Baseline Station 265+91.98, in the south line of the said 2.67 acre tract, same being the north line of Lot 9, Twenty-Nine Ranch, a subdivision of record in Cabinet K, Slides 115-116, Plat Records of Williamson County, Texas, for the southeast corner of the tract described herein;

THENCE S 67° 28' 06" W, with the south line of the said 2.67 acre tract, same being the north line of Lot 9 of the said Twenty-Nine Ranch subdivision, and with the south line of the tract described herein, a distance of 40.80 feet to a calculated point, 63.21 feet right of County Road 266 Baseline Station 265+79.34, in the existing east right-of-way line of County Road 266, at the southwest corner of the said 2.67 acre tract, same being the northwest corner of Lot 9 of the said Twenty-Nine Ranch subdivision, for the southwest corner of the tract described herein, from which a 1/2-inch iron rod found bears N 08° 41' 56" W, a distance of 2.74 feet;

THENCE with the existing east right-of-way line of County Road 266 and with the west line of the tract described herein, the following two (2) courses and distances:

1. N 08° 41' 56" W, with the west line of the said 2.67 acre tract a distance of 365.35 feet to an iron rod with 1.5-inch aluminum cap stamped "TxDOT" found, 30.32 feet right of County Road 266 Baseline Station 269+43.85, at the south corner of the said 0.026 acre tract for an angle point, and

2. N 49° 11' 33" E, crossing the said 2.67 acre tract with the east line of the said 0.026 acre tract, a distance of 52.75 feet to the **POINT OF BEGINNING** and containing 0.5261 acre (22,915 square feet) of land, more or less.

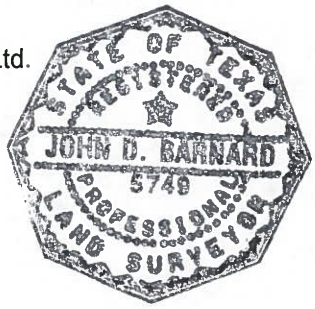
BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.
BOWMAN WORD FILE: FN1792R2(gt)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

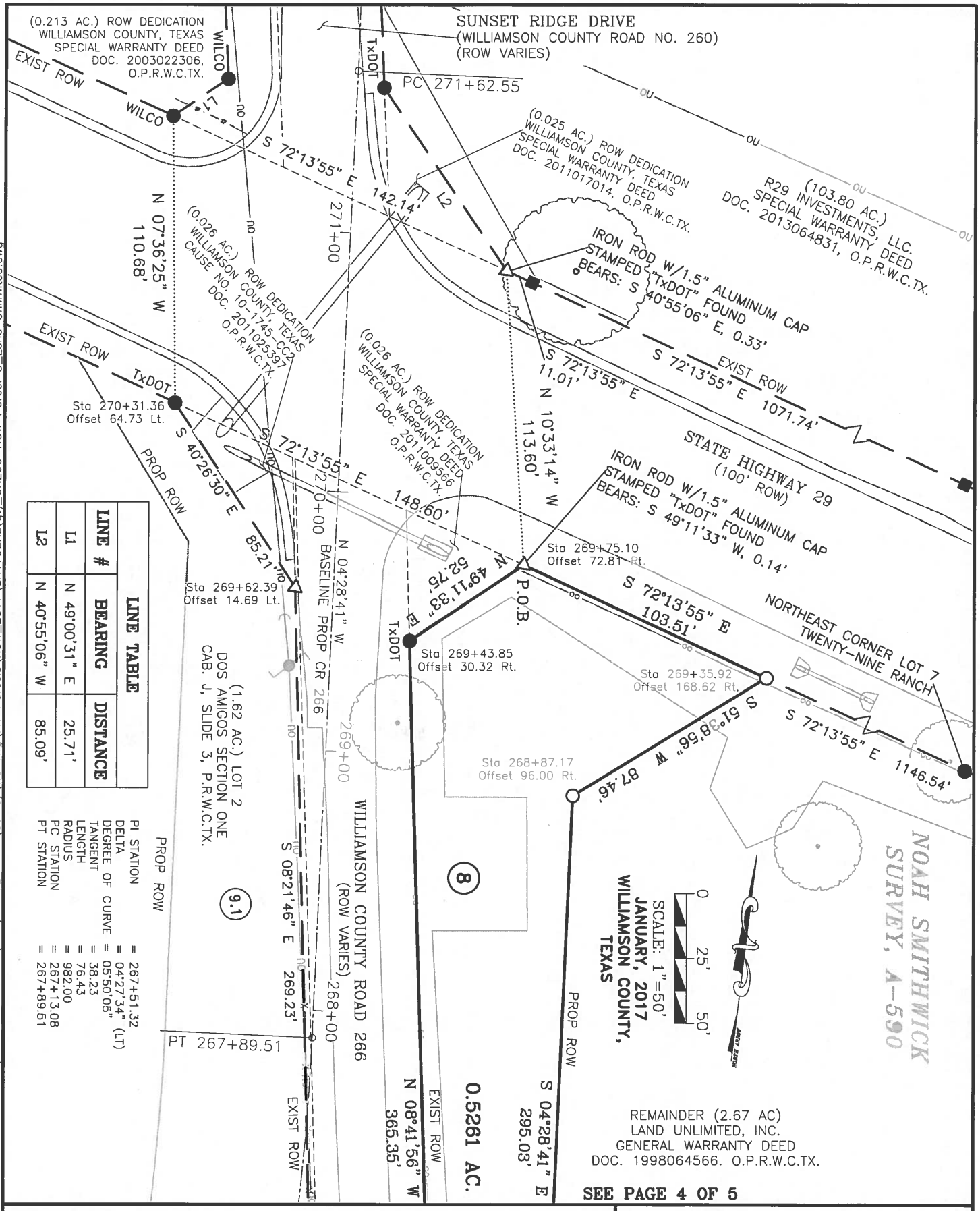
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 12th of January, 2017 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 49°00'31" E	25.71'
L2	N 40°55'06" W	85.09'

PI STATION = 267+51.32
DELTA = 04°27'34" (LT)
DEGREE OF CURVE = 05°50'05"
TANGENT = 38.23
LENGTH = 76.43
RADIUS = 982.00
PC STATION = 267+13.08
PT STATION = 267+89.51

SEE PAGE 4 OF 5

Bowman CONSULTING
Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1792-R2

FILE: P:\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW_2017\SK1792R2(qt)_CR266-ROW Parcel 8_Land Unlimited.dwg
DATE: Jan 12,2017-11:41am

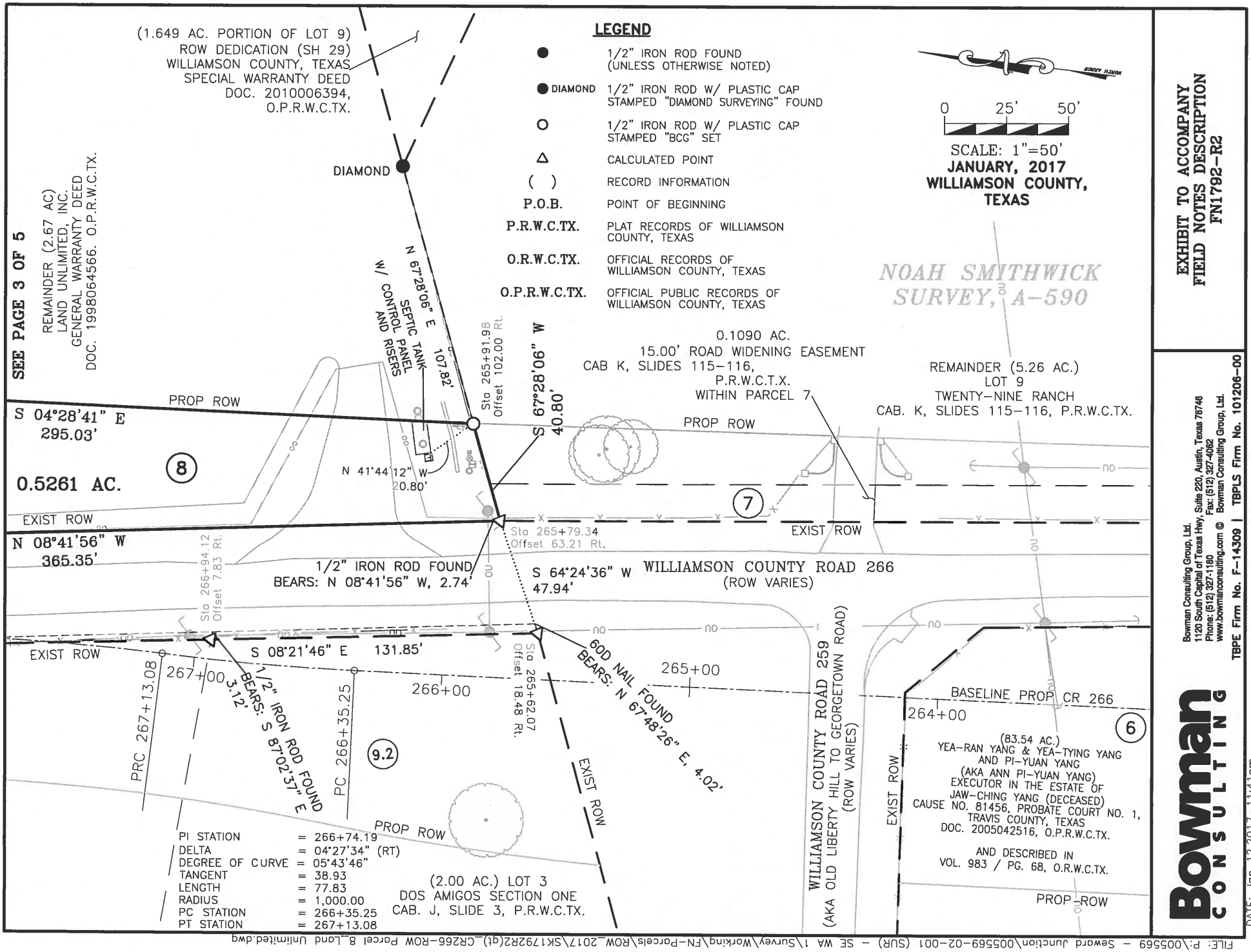


EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1792-R2

PAGE 4 OF 5

Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

Bowman CONSULTING

DATE: Jan 12,2017-11:41am

FILE: P:\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW_2017\SK17922(gt)_CR266-ROW Parcel 8_Land Unlimited.dwg

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

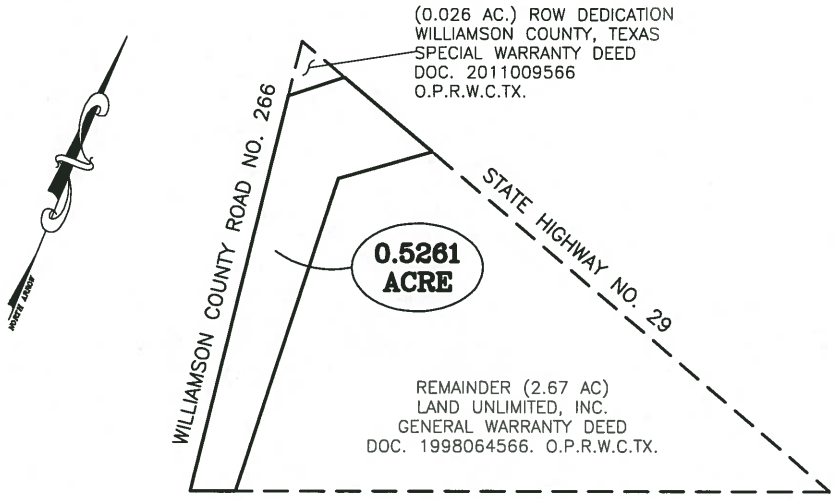
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).

4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.

5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015.

6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY.
THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.

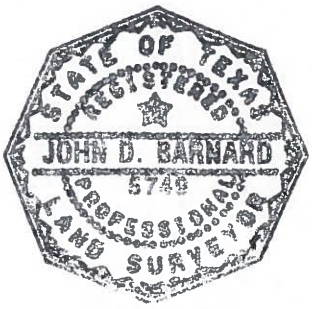
7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE

RECORD PROPERTY AREA = 2.67 ACRES
DOC. 2011009566 ROW ACQUISITION AREA = 0.026 ACRE
PROPOSED ROW ACQUISITION AREA = 0.5261 ACRE
CALCULATED REMAINDER AREA = 2.1179 ACRES



SURVEYOR CERTIFICATION

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.

JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5749,
STATE OF TEXAS

1/12/2017
DATE

Bowman CONSULTING

Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1792-R2

Commissioners Court - Regular Session **60.**

Meeting Date: 01/09/2018

Public Hearing

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to set a date, time and place for a public hearing regarding proposed amendments to Appendix A- Williamson County Subdivision Platting Guidelines.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:37 AM
Form Started By: Charlie Crossfield		Started On: 01/04/2018 08:52 AM
Final Approval Date: 01/04/2018		

Commissioners Court - Regular Session **61.**

Meeting Date: 01/09/2018

WCRAS donation of a computer from Daniel Mergele

Submitted For: Cheryl Schneider **Submitted By:** Cheryl Schneider, Animal Services

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding acceptance of iMac computer as a donation to support shelter practices of marketing graphics and videography.

Background

This is a donation of one iMac model late 2012 EMC 2544
Operating System = High Sierra 10.13.2
Machine Serial Number D25KK00HFG46
Fair Market Value $739.00

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2017 03:08 PM
Form Started By: Cheryl Schneider		Started On: 12/19/2017 09:40 AM
Final Approval Date: 12/19/2017		

Commissioners Court - Regular Session **62.**

Meeting Date: 01/09/2018

ESD 4 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 appointment of Keith Bright to the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2018 and ending on December 31, 2019.

Background

Keith Bright retired from IBM after a successful thirty-six year career that provided him a wealth of experience in many areas, including: IT (hardware and software), project implementation, budgets, contracts and personnel. This is a reappointment of Keith, who was originally appointed on August 16, 2016 to fill a vacancy in the Place 5 director seat. Mr. Bright;'s bio is attached to the agenda item.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Keith Bright Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/02/2018 02:30 PM
Form Started By: Kathy Pierce		Started On: 12/28/2017 01:03 PM
Final Approval Date: 01/02/2018		

Keith Bright grew up on a farm and ranch near Muskogee, Oklahoma. He studied engineering and computer science at Oklahoma State University. He was hired by IBM in 1977 between his Junior and Senior year to repair IBM's largest mainframe computers. Keith's early career at IBM included assignments in Tulsa, Bartlesville, Washington DC, New York and Winchester, England. At night while still working at IBM he also earned a Bachelors Degree in Management of Human Resources from Oklahoma Wesleyan University.

After moving to Austin area in 2000, Keith became the Program Director, Linux Technology Center, IBM Corp. Keith was instrumental in establishing additional Linux and Open Source Competency Centers in various regions of the world including, Brazil, Russia, Germany, Thailand and India. In the last 13 years at IBM he led worldwide teams of engineers and consultants that specialized in custom hardware and software contracts. The contracts were primarily for military branches of the USA and USA allies, international corporations and governments. Keith was in charge of profit and loss of all these departments including personnel.

Keith retired in 2013 from IBM after 36 years. Keith is currently the owner of Bright Fire Products and Services. His company repairs and rebuilds specialized manufacturing equipment in central Texas that companies have a hard time finding service or parts for. Keith and his wife Paula, married 39 years, moved from Cedar Park in 2014 to 5+ acres North of 3405 between Ronald Reagan and 183. They have two grown children and one grandchild.

Commissioners Court - Regular Session **63.**

Meeting Date: 01/09/2018

ESD 4 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 appointment of Jeffrey M. Roemer to the Emergency Services District (ESD) 4 Board of Directors for a two-year term effective January 1, 2018 to December 31, 2019.

Background

Jeffrey M. Roemer has a Bachelor of Business Administration degree from San Diego State University. His degree and experience as a sales specialist provides him experience in many areas, including: management, planning, organization, research and problem solving. Mr. Roemer was first appointed to the ESD #4 Board of Directors on February 14, 2017 to fill a vacancy in the Place 4 director seat. Mr. Roemer's professional resume is attached to the agenda item.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Roemer Resume

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/02/2018 02:30 PM
Form Started By: Kathy Pierce		Started On: 12/28/2017 02:46 PM
Final Approval Date: 01/02/2018		

JEFFREY M. ROEMER

[redacted] ▪ Georgetown, Texas 78633
[redacted]

Sales/Marketing ★ Liaison/Facilitator ★ Administrative Support

SALES SPECIALIST

Versatile, quality oriented management professional with twenty plus years experience in sales and marketing. Effective in planning and organizing long and short term objectives. Strong aptitude in persuading company management and customers on products and ideas. Solid background in recruiting and managing diverse groups of marketing and sales professionals.

QUALIFICATIONS

COATINGS—Extensive experience in the Aerospace, Marine and Industrial paint and coatings markets.

LIAISON/REPRESENTATION—Proven ability to act on behave of my employer while preserving customer relations and solve complex technical problems.

Sales- Goal oriented success strategy with focus on team achievements.

Distribution—Majority of my career spent developing, training and growing distributor networks in the coatings industry.

MARKETING—Strong ability to plan and coordinate the development of concepts into practical material used to advance sales efforts.

CUSTOMER SATISFACTION—Demonstrated ability to build productive relationships with customers, ensure service excellence and maintain full satisfaction.

VALUE OFFERED

Experienced
Managing Projects/People
Taking Initiative
Goal Oriented
Building Relationships
Communicating Effectively
Achieving Results
Mastering New Systems and Processes
Using Solid Judgment
Analyzing/Solving Problems

CORE COMPETENCIES

- ✓ Aerospace Coatings
- ✓ Military Spec Coatings
- ✓ Research/Analysis
- ✓ Problem Solving
- ✓ Interpersonal Skills
- ✓ Industrial Coatings
- ✓ Customer Service
- ✓ State Regulations
- ✓ Marine Coatings
- ✓ Briefings/Presentations
- ✓ Marketing

EDUCATION

BACHELOR OF BUSINESS ADMINISTRATION DEGREE

San Diego State University
San Diego, California

JEFFREY M. ROEMER

[redacted]

EXPERIENCE

TECHNICAL SALES REPRESENTATIVE

Hentzen Coatings, Inc., Aerospace Austin, Texas. May 2007-January 2015.

A privately held coatings manufacturer, based in Milwaukee, WI with plants located in Batavia, IL, Greenville, SC and Miami, FL. A world leader in CARC coatings to the US Army, in addition the company has a very successful Industrial and Powder Coatings division.

- Responsible for direct and distributor sales in the Midwest and Western United States including Western Canada for General, Military and Commercial Aerospace markets.
- Responsible for company introduction to Boeing Commercial in Seattle, WA.
- Achieved non chrome primer qualification with Nordam.
- Assisted in expanding distributor sales and refine the distribution network.

Key Accomplishments

- ✓ Met sales goals annually and maintained strong customer base, despite a down economy and other non sales related achievements.
- ✓ Helped to develop new literature and show booth for Aerospace shows nationwide.
- ✓ Member of technical team that helped maintain key Commercial customer through extensive technical difficulties.

TECHNICAL SALES REPRESENTATIVE

Ameron/PPG-PMC, Denver, Colorado April 2004-May 2007.

The company is a global coatings manufacturer with state of the art chemistries. A leader in maintenance coatings for refineries, water tanks, waste water treatment plants, wind generation towers, bridges and nuclear power plants.

- Responsible for direct and distributor sales in four states: Colorado, New Mexico, Utah, Wyoming and El Paso, Texas.
- Moved to the Marine and Industrial Group when PPG acquired Ameron, 2006.

Key Accomplishments

- ✓ Added and grew two successful Distributors in my region.
- ✓ Developed additional nontraditional markets for proven proprietary industrial coating chemistry.

GENERAL MANAGER/CO-OWNER

Chemco LLC, Orange, California. June 2001-April 2004.

A stocking distributor and representative firm for coatings, chemicals and absorbents. Precision Coatings, Inc. was the main line and represented 80% of all revenues.

JEFFREY M. ROEMER

Cell ▪ [redacted]
[redacted]

EXPERIENCE (CONTINUED)

GENERAL MANAGER/CO-OWNER (CONTINUED)

- Responsible for day-to-day sales, inventory and vendor relations.

Key Accomplishments

- ✓ Built and maintained strong working relationships with distribution network for coatings line.
- ✓ Established new dealers and direct customers for an absorbent chemical product.
- ✓ Worked to create and market new pre-treat chemical line for our company.

EARLIER EMPLOYMENT

Precision Coatings, Inc. Beverly Hills, California 1998-2001.

ADVANCED PROFESSIONAL TRAINING AND AFFILIATIONS

ISO 9000 - Certified Auditor
Kepner/Tregoe – Problem Solving Course
Society for Protective Coatings (SSPC)
Paint and Coatings Society (SAE)
NBAA member

REFERENCES

Upon request

Commissioners Court - Regular Session **64.**

Meeting Date: 01/09/2018

Roznovak Lease Amd

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Second Amendment to Farm Lease between Williamson County, as Lessor, and Jerry W. Roznovak and Nadine Johnson, as Lessees, relating to farm land near the Williamson County Landfill.

Background

This amendment is necessary in order to reduce the amount of acreage under the lease due to the expansion of landfill operations. The rental amount will be reduced in proportion to the amount of acreage deducted and the lessees will be credited with expenses incurred in relation to the acreage being deducted.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Second Amd to Farm Lease

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/03/2018 02:32 PM
Form Started By: Hal Hawes		Started On: 01/02/2018 05:16 PM
Final Approval Date: 01/03/2018		

SECOND AMENDMENT TO FARM LEASE

THIS SECOND AMENDMENT TO FARM LEASE (this "Amendment") is entered into between Williamson County, Texas ("Lessor"), and Jerry W. Roznovak and Nadine Johnson, ("Lessee").

RECITALS:

A. Lessor and Lessee entered into a certain Farm Lease (the "Lease") for premises identified in the preamble of the Lease as being the SURFACE ONLY, excluding the minerals, of approximately **192 acres**, more or less, of land situated in Williamson County, Texas, as more fully described in Exhibits "A", "A-1" and "A-2" of the Lease (the "Premises");

B. The Lessor and Lessee thereafter entered into a First Amendment to Farm Lease effective October 1, 2015 wherein the amount of acreage within the Premises was decreased from **192 acres** to **157 acres** due to the landfill operations adjacent to the Premises;

C. Due to further expansion of the adjacent landfill, it is necessary to further decrease the Premises from **157 acres** to **133.5 acres** and to proportionately reduce the amount of rent to be paid during the remainder of the Lease Term due to such reduction; and

D. Lessor and Lessee now desire to amend the Lease subject to the terms and conditions of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease, the parties hereto agree, and the Lease is amended as follows:

AGREEMENTS:

1. **Definitions**. All terms not otherwise defined herein shall have the meanings given them in the Lease.

2. **Decrease of Premises**. For the final Fifth Lease Period, which is defined in the Lease as being the period from October 1, 2017 to September 30, 2018, Lessor and Lessee agree to decrease the amount of acreage of the Premises from the current **157 acres**, more or less, to the lesser amount of **133.5 acres**, more or less. The Premises shall now be as described and consist of the acreage set forth in **Exhibits "A" and "A-1"**, which are attached hereto and incorporated herein for all purposes.

3. **Rent for Remainder of Lease Term**. Due to the above described decrease in the size of the Premises, Lessor hereby agrees to decrease the Rent amount due for the remaining Lease Periods of the Lease Term from the current amount of **$8,635.00** (approximately 157 acres at $55.00 per acre) to the lesser amount of **$7,342.50** (approximately 133.5 acres at $55.00 per acre) for the last Firth Lease Period.

4. **Credit for Incurred Expenses.** At the time of receiving notice from Lessor that Lessor needed to reduce the amount of acreage that was a part of the original Premises, Lessee had already begun to prepare such acreage for the upcoming planting season. The area that is being deducted from the current Premises consists of **23.5 acres**, more or less, and it is depicted in the attached Exhibit "A-1". Lessee has already incurred time, material, expenses and labor associated with preparing the deducted **23.5 acres** for the Fifth Lease Period in the amount of **$940.00**. Lessor hereby agrees to offset and credit Lessee's Fifth Lease Period annual rental amount of **$7,342.50** in the amount of **$940.00** and Lessee will accept said credit and offset amount as payment in full for all expenses relating to **23.5 acres** that is being deducted from the current Premises. Thus, Lessee's total annual rental for the Fifth Lease Period shall be **$6,402.50**.

5. **Amount of Fifth Lease Period Rental Payments.** The new rental installment payment amount to be paid on or before **January 31, 2018** shall be **$3,201.25** and **$3,201.25** to be paid on or before **September 30, 2018** during the final Fifth Lease Period of the Lease Term.

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

7. **Full Force and Effect**. Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease, as modified herein, is in full force and effect; (iii) to the best of Lessee's knowledge, there are not any uncured defaults on the part of Lessor under the Lease; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease.

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

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be, to be effective as of the commencement of the Fifth Lease Period, being October 1, 2017.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Lessee:

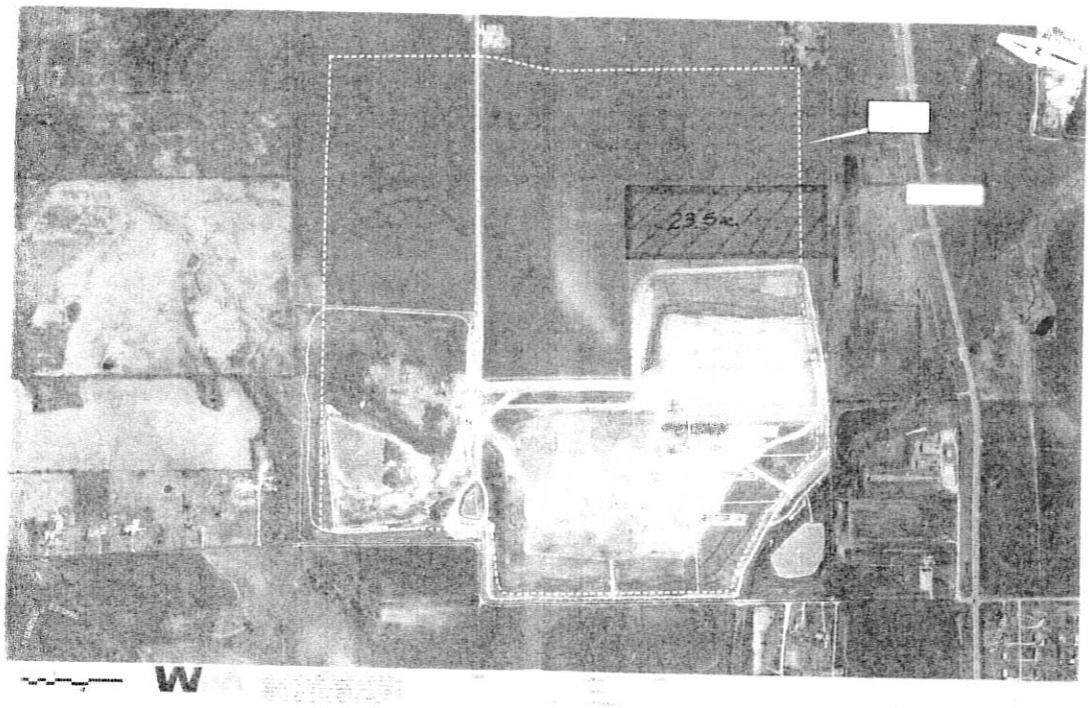
By: _____
Jerry W. Roznovak

By: _____
Nadine Johnson

Exhibit "A"

Approximately **133.5 acres** of land, more or less, being out of both a 201.54 acre tract of land in the John Dykes Survey, Abstract No. 186, Williamson County, Texas, as described in Volume 496, Page 524, Deed Records, Williamson County, Texas and out of that certain 60 acre tract of land in the John Dykes Survey, Abstract No. 186-A, Williamson County, Texas, as described in Volume 496, Page 521, Deed Records, Williamson County, Texas. The boundary of the Premises is identified and depicted in Exhibit "A-1" following this Exhibit "A".

Exhibit "A-1"



Commissioners Court - Regular Session **65.**

Meeting Date: 01/09/2018

Taylor ILA

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Cooperation Agreement between the City of Taylor and Williamson County relating to the provision of fire and police services and 911 Emergency Communications Coordination for the Valero Corporation Fuel Distribution Terminal Facility that is to be located in the City of Taylor's extraterritorial jurisdiction.

Background

The City of Taylor will provide both fire and police services for the ?Valero Corporation Fuel Distribution Terminal Facility that is to be located in the City of Taylor's extraterritorial jurisdiction. This agreement is necessary in order to set out the parties agreements and understandings as to the provision of such services, as well as to provide for coordination of 911 Emergency Communications dispatching services. The Williamson County Sheriff's Office, Williamson County Emergency Medical Services Department and the Williamson County 911 Emergency Communications Department have approved of the terms and conditions of the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson Co - Taylor INTERLOCAL AGREEMENT

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/02/2018 02:30 PM
Form Started By: Hal Hawes		Started On: 01/02/2018 12:19 PM
Final Approval Date: 01/02/2018		

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF TAYLOR, TEXAS REGARDING FIRE AND POLICE SERVICES FOR THE VALERO FUELS DISTRIBUTION TERMINAL FACILITY

THIS INTERLOCAL AGREEMENT is made and entered into by and between WILLIAMSON COUNTY (the "County") and the CITY OF TAYLOR, a Texas home rule city (the "City").

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City and Valero Corporation ("Valero") entered into a Development Agreement ("Agreement") regarding construction and operation of a Fuel Distribution Terminal Facility ("Facility") in the City extraterritorial jurisdiction; and

WHEREAS, in the Agreement, the City agrees to provide Fire and Police Services for the Facility; and

WHEREAS, the County and the City desire to cooperate in providing Fire and Police Services for the Facility; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

FINDINGS

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.

2. **County Obligations.** The County will log the Facility coordinates into the County Computer Aided Dispatch System ("CAD") for Fire and Police Services as lying within the City response district to comply with the Agreement allowing the City first response to all Fire and Police Services. Fire Service requests for the Facility will be dispatched by the County as if the request had been received for Fire Service within the City. Police Service requests will be transferred to Taylor Police Department for dispatch. Mutual Aid requests from the Williamson County Sheriff's Office will be directed from the Taylor Police Department to Williamson

County for processing and dispatching. Notwithstanding any provision herein to the contrary, Williamson County EMS shall be the sole 911 Emergency Medical Services provider for the Facility.

3. **City Obligations.** The City agrees to provide fire and police services to the Facility. Fire services will include EMT, first responder, medical care and fire suppression/management services, and the City may contract for such services with other such providers as deemed reasonable and necessary by the City. The police services will include first response services, primary patrol responsibilities and other police services, and the City may contract for such services with other such providers as deemed reasonable and necessary by the City.

II.

Term of Agreement

Term of Agreement. The term of this Agreement shall begin as of the date of this Agreement, and extend for fifteen (15) years.

III.

General and Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson County

regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor Williamson County waives, modifies, or alters 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.

4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.

5. **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 their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6. **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.

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

DATED this the ___ day of January, 2018.

WILLIAMSON COUNTY

By:_____
Dan A. Gattis, County Judge
Williamson County, Texas

CITY OF TAYLOR

By: Isaac D. Turner
Isaac D. Turner, City Manager
City of Taylor, Texas

Commissioners Court - Regular Session **66.**

Meeting Date: 01/09/2018

Discuss, consider, and take appropriate action on an extension to the Interlocal Agreement between Bluebonnet Trails and Emergency Services

Submitted For: John Sneed **Submitted By:** Kelly Luna, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discus, consider, and take appropriate action on an extension to the Interlocal Agreement between Bluebonnet Trails and Emergency Services.

Background

This will provide short-term funding for PCNs 1639, 1666, and 1710, until a contract can be presented to the court for the Community Risk Reduction initiative with the City of Round Rock.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 11:45 AM
Form Started By: Kelly Luna		Started On: 01/04/2018 11:27 AM
Final Approval Date: 01/04/2018		

Commissioners Court - Regular Session **67.**

Meeting Date: 01/09/2018

Big Fish Entertainment Agreement with WCSO for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action for approval of Access Agreement between Williamson County Sheriff's Office and Big Fish Entertainment LLC to be a part of "Almost Live" multi-part series including authority for Sheriff to sign same.

Background

Agreement with Big Fish Entertainment is to be a part of a television series entitled "Live PD". The multi-part series, Almost Live, will look at law enforcement in America as never before seen on TV. Many police departments across the country in an effort to encourage transparency and communication have instituted "Live tweeting" from patrol units to the community. Live PD will be an extension of this close to real time communication and outreach efforts. Agreement is to film, video-tape, photograph and record the WCSO personnel and the situations they encounter and/or become involved in. Each week will be broadcast "Almost Live" from patrol. The ride alongs will capture the "real-time" perspective and diversity within the department and the City. Episodes will feature pre-taped packages that will further showcase the deputies, the work, the locations and the departments. The embed commitment is for 8-12 weeks.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Big Fish Entertainment Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/05/2018 10:58 AM
County Judge Exec Asst.	Wendy Coco	01/05/2018 03:26 PM
Form Started By: Starla Hall		Started On: 12/20/2017 02:40 PM
Final Approval Date: 01/05/2018		

November 20, 2017

Williamson County Sheriff's Office
508 S. Rock St.
Georgetown, TX 78626
Attn: Sheriff Robert Chody

Re: "Live PD" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from November 20, 2017 (the "Effective Date"), between Williamson County Sheriff's Office ("WCSO") and Big Fish Entertainment LLC ("Producer") with respect to Producer's television series currently entitled "Live PD" as more fully described in Exhibit A attached hereto (the "Series"):

1. Term. The term of this Agreement ("Term") is the period commencing on the Effective Date and continuing through and including, November 19, 2018 (the "Initial Contract Year"). The parties shall have the right to extend the Term until, November 19, 2019 by mutual agreement. If any television network for which Producer is producing the Series (the "Network") desires additional options to order more Series episodes for production requiring access beyond the Initial Contract Year, Producer and WCSO shall negotiate in good faith to extend the Term as required by the Network (for purposes of this Agreement any extension hereunder may collectively be referred to as the "Extended Term").

2. Access. During the Term, and any Extended Term WCSO grants to Producer and its production personnel permission to enter upon and film at WCSO's offices, facilities and vehicles utilized by and/or in connection with WCSO (including, but not limited to, stations or precincts (or the equivalent), jail facilities, offices, patrol cars or other vehicles) (collectively, "WCSO Property") in addition to permission to accompany WCSO officers or other personnel (collectively "WCSO Personnel") during the course of their duties or otherwise (subject to the advance limitation and/or restrictions imposed by WCSO as necessary for the safety and security of the WCSO Personnel, WCSO Property and/or any other persons or property) for the purpose of filming, videotaping, photographing and otherwise recording the WCSO Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of WCSO Property, including names, signs and identifying insignia of WCSO in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. WCSO reserves the right to restrict access to some areas of WCSO Property or require Producer to be accompanied by WCSO Personnel in certain designated areas. Producer shall have the right to make such use of WCSO Property as may reasonably be required, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on WCSO Property, and Producer agrees to remove same after completion of work and leave WCSO Property in substantially the same condition as when Producer entered upon WCSO Property, reasonable wear and tear excepted. WCSO further agrees that Producer shall be entitled to return to WCSO Property thereafter at a mutually acceptable date and time, if and as required for still photography or other activity required in connection with the production, promotion or other exploitation of the Series.

3. License. WCSO licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise film WCSO Personnel and WCSO Property and all WCSO

Personnel and WCSO Property names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials to which Producer is afforded access hereunder in and in connection with the development, production, exhibition, exploitation, and promotion of the Series, related series or derivative work (e.g., *Police Patrol*), and the marketing, promotion, and publicity thereof and/or otherwise, in all forms of media, now known or hereinafter invented, throughout the world an unlimited number of times in perpetuity.

4. Exclusivity. Until the expiration of the one (1) year period commencing upon the end of the Term or Extended Term: (a) the rights of access and license granted by WCSO pursuant to paragraphs 2 and 3 above, respectively, shall be exclusive to Producer with respect to "Live" or "Almost Live" long-form programming produced for exhibition by means of television, the Internet and/or any other audio-visual media (whether now known or hereafter invented), excluding news programming and programming covering the activities of WCSO produced for exhibition on WCSO's website (collectively, "Permitted Programming"): and (b) WCSO shall not authorize anyone (other than Producer) to develop and/or produce programming of a similar format or concept that depicts the activities of WCSO in any audio-visual media, except for Permitted Programming.

5. Safety / Security Review and Consultation Rights. Producer will provide WCSO with twenty-four (24) hours to review and comment on any pre-recorded segments of the Series featuring WCSO Property or WCSO Personnel for the purpose of identifying any safety or security risks by WCSO (e.g. recognition of a confidential informant, undercover officer, etc). If no comments are received by Producer following such twenty-four (24) hour period, the segments will be deemed reviewed by WCSO. Producer shall provide a WCSO representative (the "Representative") with the right to be in the local control room for the Series or on the ground with Producer's crew during Producer's filming with the WCSO to review material being captured and distributed in connection with the Series. In both instances, WCSO shall have the right to review the content for factual accuracy, security and/or safety concerns, and WCSO classified information, provided that it is understood that Producer and Network shall make the final decision regarding the creative content of the Series and each episode thereof (including without limitation themes, featured events, story line, timeline, sequence of events, etc.).

6. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of WCSO Property or WCSO Personnel created by or with the authorization of Producer are collectively referred to herein as the "Material". Producer shall be the sole and exclusive owner of the Material with the right for the full period of copyright, including all extensions and renewals thereof, and thereafter in perpetuity, throughout the universe, to use and re-use, an unlimited number of times, all or any part of the Material for the purpose of making and producing television programs and other works, and advertising, publicizing and exploiting the same, by all means and in all media, whether now known or hereafter devised, and to authorize others so to do. Neither WCSO, nor any employee of WCSO, nor any other party now or hereafter having an interest in WCSO Property or Personnel, shall have any right of action against Producer or any other party arising out of any use of said Material. Neither the expiration of this Agreement in its normal course nor its sooner termination for any reason shall affect the ownership by Producer of the Material. Producer may not commercially exploit the Materials for any purpose other than as provided for herein, without WCSO's prior approval. Notwithstanding anything to the contrary contained herein, Producer agrees that all raw (e.g., unaired) footage of the Material ("Raw Footage") shall be destroyed by Producer no later than ninety (90) days after the Raw Footage is captured, except to the extent Producer required to retain the Raw Footage pursuant to a valid court order.

7. Credit. WCSO acknowledges that any credits or other identification of WCSO that Producer may furnish in connection with the Series or otherwise shall be at Producer's sole discretion. Notwithstanding the foregoing, Producer agrees to accord WCSO an on-screen credit in substantially the form "Special Thanks to Williamson County Sheriff's Office" in accordance with the Network's then-current credit policies, for all Series episodes in

which WCSO personnel and activities are depicted. Producer shall determine the size, position, manner of presentation and all other matters with respect to such credit in its sole discretion. No casual or inadvertent failure by Producer, nor any failure by any third party, to accord such credit shall be deemed a breach of this Agreement by Producer.

8. No Obligation to Proceed. WCSO acknowledges and agrees that Producer is not obligated to actually use WCSO Property or produce the Series or include the Material in the episode of the Series for which it was prepared or otherwise exercise any or all of Producer's rights hereunder.

9. No partnership. It is expressly understood and agreed that the parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture. WCSO and WCSO Personnel shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to any other creative or logistical demands placed upon them by, or as a result of, the filming and production of the Series.

10. Insurance. Producer will obtain and keep in force during production of the Series with WCSO a policy of commercial general liability insurance naming WCSO as an additional insured entity in a minimum amount of $2,000,000 and provide proof thereof to WCSO prior to the commencement of production.

11. Indemnification. Producer agrees to defend, indemnify and hold harmless WCSO from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments arising out of or in connection with the development, production, distribution, or other exploitation or the Series. WCSO agrees that Producer shall have the sole right to control the legal defense against any claims, demands or litigation, including the right to select counsel of its choice and to compromise or settle any such claims, demands or litigation.

12. Governing Law and Venue. This Agreement and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the substantive laws of the State of Texas, without regard to the conflict of law provisions thereof. Venue for any action or suit arising under or relative to this Agreement or brought to interpret or enforce this Agreement shall lie exclusively in the appropriate state or federal court situated in Williamson County, Texas and the parties submit to the in personam jurisdiction thereof and waive any objections they may have as to jurisdiction or venue in any such courts.

13. Notice. Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

    If to WCSO:

    Williamson County Sheriff's Office
    508 S. Rock St.
    Georgetown, TX 78626
    Attn: Sheriff Robert Chody

    If to Producer:

    Big Fish Entertainment, LLC
    Attention: Daniel Cesareo

1411 Broadway, 16th Floor
New York, NY 10018

With a courtesy copy to:

Del Shaw Moonves Tanaka Finkelstein & Lezcano
2029 Century Park East, Suite 1750
Los Angeles, CA 90067
Attn: Ethan J. Cohan, Esq. and Todd J. Weinstein, Esq.

14. Miscellaneous. Each of the individuals signing this Agreement below represents that such individual is empowered to execute this Agreement on behalf of the party for which such individual is acting. Producer may assign its rights under this Agreement in whole or in part to any person, firm, or corporation related to the production, distribution or exploitation of the Series. WCSO shall not be permitted to assign or delegate any of rights or obligations under this Agreement. Except if required by law, WCSO shall at all times keep the terms of this Agreement confidential. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any executed counterpart sent by facsimile or transmitted electronically in Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. In the event that any provision hereof shall be deemed invalid or unenforceable due to any law, said provision shall be modified to the minimum extent necessary to effect compliance with such law, and in any event such invalidity or unenforceability shall have no effect upon the remaining terms and condition hereof. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein, supersedes and replaces all prior understandings and agreements concerning such subject matter, whether written or oral, and cannot be modified except in writing signed by the parties.

If the foregoing complies with your understanding of our agreement, please so signify by countersigning this letter where indicated below.

Very truly yours,

BIG FISH ENTERTAINMENT LLC

By:_____
Daniel Cesareo, its Managing Member

ACKNOWLEDGED AND AGREED:

By:_____

Its:_____

Exhibit A

Series Concept

Big Fish Entertainment LLC ("BFE") proposes an "Almost Live" multi-part series that embeds in several cities across the country following several officers in each location for the duration of the series. It's an unprecedented "Almost Live" look at law enforcement in America as never before seen on television. "The appearance of" no editing, and the feeling as if content is coming straight from the street to living rooms across America. We'll embed in several cities across the country following several officers in each city across the 8-12 week run.

In Williamson County, Texas, we propose embedding with Williamson County Sheriff's Office ("WCSO") on "Ride Alongs" to capture the "real-time" perspective and diversity within the department and the city. The story will be told through the "Almost Live" experiences on patrol. In Addition to the "Almost Live" content, episodes will feature pre-taped packages that will further showcase the officers, the work, the locations and the departments.

Almost Live

The cell phone has turned every bystander into a citizen journalist. The Internet is littered with hundreds of thousands of dashboard cams. Many Police Departments across the country in an effort to encourage transparency and communication have instituted "live tweeting" from patrol units to the community. "Live PD" will be an extension of this close to real-time communications and outreach effort. Each week we will broadcast "almost live" from patrol.

While the concept as a television series is new, several members of the Big Fish production team have worked on various law enforcement, emergency services and military focused programs and we are intimately familiar with the legal and ethical concerns and will work closely to ensure all guidelines are met.

Safety and Legal Precautions

The "Almost Live" aspect will be on a 10-25 minute time delay. This delay will allow us to eliminate or blur sensitive material and address any legal concerns prior to broadcast. A department representative will have access to the broadcast control room on location to ensure the standards of content and safety protocols on behalf of the officers, the department, and the city.

Network

A&E, home to "First 48" and "Scared Straight, is currently the broadcast partner for the project.

Timeline

BFE proposes to begin production in _____ ___, 2017 with some preliminary non-live filming (2-3 days) in _____. The embed commitment is for 8-12 weeks. "Almost Live" filming will be a commitment of 2-3 hours a week with a commitment of 1-2 additional shifts outside of the "almost live" taping.

Film Crews

Each crew will generally consist of two-three members: one camera operator, one audio person and one producer (only when necessary). The crew will have extensive experience working with Police and be

certified in field and safety procedures in the field. As always they will follow the direction of their assigned law enforcement. Safety of the officers and film crew are paramount. At no time will safety be secondary to filming. Officers will control environment at all times and be able to stop filming at their discretion.

Access to Locations

The primary locations for the series shall include public streets, police headquarters, police precincts, police locker-rooms, local jails, detective and similar offices and patrol cars. BFE will be responsible for obtaining permission to shoot on any private property.

Access to the Williamson County Sheriff's Office

BFE requires access to one small area within the WCSO station to stage its operations, re-charge batteries, and undertake other production-related activities. BFE will be responsible for security of its equipment. BFE will need parking for two vehicles at the police station or at a parking lot adjacent to the police station.

Access to Key Characters

The proposed main characters in the series would include 3 to 5 key officers involved in the WCSO. Coverage of officers would be simultaneous at times, but may also rotate periodically. The privacy of all officers will be respected and strictly enforced.

Activities

BFE filming may include, without limitation, any and/or all of the following activities:

- Investigations
- Operations
- Day-to-day police station meetings, shift changes, etc.
- Officers preparing for their shifts
- Any assignment process
- Day time patrol car ride along
- Night time patrol ride along
- Regular Interviews with key officers of the police station
- Activity at the police station
- Jail operations when appropriate, and as allowed by the individual county who operates the jail.

All access will be controlled by the WCSO's Public Information Officer as well as the specific officers involved. BFE will provide a liaison with the WCSO to maintain communication and updates at all times concerning the activities and whereabouts of the production crew. BFE will work with WCSO members to develop strict protocols in regards to the parameters of filming. The Series will not reveal any confidential investigative tactics that WCSO instructs BFE not to release as public information.

Commissioners Court - Regular Session **68.**

Meeting Date: 01/09/2018

Advertisement Approval RFCSP 1712-207 Jail Roof

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive Competitive Sealed Proposals for Roof Reconstruction/Improvements for the Williamson County Jail/Sheriff's Office under RFCSP # 1712-207.

Background

Williamson County is seeking qualified roofing contractors to complete the roof improvements to the Williamson County Jail/Sheriff's Office, located at 508 Rock St. Georgetown, Texas 78626. Estimated Budget $1,000,000; Substantial Completion 90 days from NTP; Final Completion Additional 30 days; Total Project 120 days from NTP.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFCSP Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/04/2018 09:35 AM
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:37 AM
Form Started By: Thomas Skiles		Started On: 12/20/2017 01:19 PM
Final Approval Date: 01/04/2018		

Solicitation 1712-207

Roof Reconstruction / Improvements for Jail

Bid Designation: Public



Williamson County, Texas

Bid 1712-207
Roof Reconstruction / Improvements for Jail

Bid Number	1712-207
Bid Title	Roof Reconstruction / Improvements for Jail
Expected Expenditure	**$1,000,000.00** (This price is expected - not guaranteed)
Bid Start Date	In Held
Bid End Date	Feb 2, 2018 3:00:00 PM CST
Question & Answer End Date	Jan 26, 2018 5:00:00 PM CST
Bid Contact	Blake Skiles Purchasing Specialist III 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**365 days**
Pre-Bid Conference	**Jan 17, 2018 2:00:00 PM CST** **Attendance is optional** **Location: 901 S. Austin Ave.** **Georgetown, TX 78626**
Bid Comments	**Williamson County seeks qualified roofing contractors to complete the roof improvements to the Williamson County Jail / Sheriff's Office, located at 508 Rock St. Georgetown, Texas 78626.**

Item Response Form

Item	**1712-207--01-01 - Total Proposal Price**
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** No Location Specified

Qty 1

Description
Please enter your total proposal price here.

Item	**1712-207--01-02 -** Please Attach All Documents To This Line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location	**Williamson County, Texas**

No Location Specified

Qty 1

Description
Please Attach All Documents To This Line

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION NUMBER 1712-207
Roof Reconstruction / Improvements for Jail

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Feb 2, 2018 3:00:00 PM CST

PROPOSALS WILL BE PUBLICLY OPENED:
Feb 2, 2018 3:00:00 PM CST

Notice is hereby given that Competitive Sealed Proposals for the above-mentioned construction services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive Proposals. Specifications for this RFCSP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposals must be submitted via: www.bidsync.com

Electronic Proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Respondents are strongly encouraged to carefully read this entire RFCSP.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFCSP.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages where a partial submittal is received in paper and a partial submittal is received via BidSync will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFCSP, to:

  Williamson County Purchasing Department
  Attn: **PROPOSAL NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Competitive Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Proposals will be opened publicly and the names of the offerors and any monetary Proposals made by the offerors, will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the RFCSP will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

Williamson County – Request for Competitive Sealed Proposal (RFCSP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFCSP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFCSP.

Contract – means this RFCSP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFCSP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFCSP package. A Proposal submitted in accordance with this RFCSP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFCSP.

Request for Competitive Sealed Proposals (RFCSP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent – means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFCSP should clearly reference the numbered sections of this RFCSP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFCSP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFCSP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFCSP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFCSP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFCSP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than t required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to t representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFCSP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFCSP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFCSP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFCSP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFCSP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFCSP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFCSP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFCSP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff

seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFCSP package. Contents of each Proposal shall be submitted in accordance with this RFCSP.

2.8 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFCSP package, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Competitive Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly and the names of the offerors and any monetary proposals made by the offerors, will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFCSP.

General requirements apply to all advertised RFCSPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFCSP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFCSP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFCSP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFCSP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFCSP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFCSP shall notify the Williamson County Purchasing Department any address changes, contact person changes, and/or telephone number changes no later than forty eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFCSP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFCSP. Proposals must address the technical requirements as specified in the RFCSP. All questions posed by the RFCSP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

3.8 PROPOSAL OBLIGATION

The contents of the RFCSP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.9 COMPLIANCE WITH RFCSP SPECIFICATIONS

It is intended that this RFCSP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFCSP may, at the sole discretion of the County, result in disqualification.

3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFCSP process) that might affect the County's judgment as to the appropriateness an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.11 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of any RFCSP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFCSP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFCSP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFCSP, the Contract and any Ensuing Agreement(s), 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 RFCSP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFCSP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFCSP and its Addenda (if applicable), and the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFCSP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFCSP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFCSP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

A. ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.6 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFCSP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.7 TERMINATION

A. Termination for Cause: The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. Termination for Convenience: The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.8 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.9 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFCSP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.10 RIGHT TO AUDIT

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

4.11 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFCSP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.12 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFCSP and the County will not reimburse the Respondents for such expenses.

4.13 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.14 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.15 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.16 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.17 FORCE MAJEURE

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

4.18 SEVERABILITY

If any provision of this RFCSP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFCSP, Contract or any Ensuing Agreement(s) 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 RFCSP, the Contract or any Ensuing Agreement(s) 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 RFCSP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.19 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.20 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.21 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.22 COMPLIANCE WITH LAWS

The County and the Successful Respondent 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 the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.23 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.24 NO WAIVER OF IMMUNITIES

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

4.25 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFCSP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.26 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to t Successful Respondent at the end of its then-current fiscal year.

4.27 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.28 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. 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.

4.29 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.30 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFCSP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFCSP. Williamson County and its architect or engineer may discuss with the Successful Respondent options for a scope or time modification and any price change associated with the modification. In the event such discussions are conducted and Williamson County and the Successful Respondent cannot agree to scope or time modifications and any price change associated with such modifications, County may still opt to contract with the Successful Respondent based on selected Respondent's original Proposal to the RFCSP.

The Successful Respondent shall be required to execute a formal contract at Williamson County offices in Georgetown, Texas within ten (10) days after the award. Said contract shall be in the same form as the Agreement Between Owner and Contractor which begins on the following page. The only anticipated changes in the contract will be to include additional exhibits, to fill in blanks to identify the contractor, and terms relating to the compensation, or to revise the contract to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Respondents should raise any questions regarding the terms of the contract, or submit requested changes in said terms, in the form of written questions or submittals. Because the signed contract will be substantively and substantially derived from the attached contract, each Respondent is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached contract before submitting a Proposal. Again, the attached contract contains important legal provisions and is considered part and parcel of this RFCSP. Failure or refusal to sign aforesaid contract shall be grounds for Williamson County to revoke any award which has been issued, forfeit security, if applicable, and select another Respondent.

4.31 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.32 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.33 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.34 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFCSP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFCSP and Respondent's Proposal.

4.35 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.36 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.37 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.38 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.39 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFCSP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFCSP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.40 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

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 County 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.

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 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 the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "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 County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County 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 thereto. 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 County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County'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 County 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.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County 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 County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar 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.

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 above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County 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 County.

Money retained pursuant to the provisions above 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 calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 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 County 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 the provision herein-above.

4.41 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

1.2 Price Proposal

The Respondent must utilize the price sheet form as provided which will be attached to this RFCSP. The Price Proposal should be included in each copy of the Proposal if submitted in paper form.

Note: Any reworked version of the price sheet that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at the County's sole discretion, result in the Respondent's disqualification.

1.3 Proposal Evaluation and Selection

1.3.1 Evaluation/Selection Criteria

No later than the 45th day after the date on which the Proposals are opened, all Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal and the published evaluation Criteria. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFCSP.

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

1.3.2 Evaluation Committee and Selection Process

Williamson County will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to the RFCSP. All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. Respondents may be interviewed and re-scored based upon the same criteria or other criteria, to be determined by the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFCSP responses, or in addition, may have interviews with firms to determine its final recommendation. Williamson County then selects the proposal that offers the best value based on the published selection criteria and its ranking evaluation. Following the selection, the contract negotiation process begins. The County negotiates first with the highest ranked offeror. At this stage, the County and its architect or engineer may discuss modifications to the proposed score, time and price. Modifications are not required, and if they are discussed and not agreed to by the County and the offeror, a final contract may still be negotiated and agreed upon based on the original response to the RFCSP.

If the two parties are unable to reach a final agreement, the County must inform the offeror in writing that negotiations are ended. The County may then negotiate with the next ranked offeror. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected. In this form of contract procurement, the County is not restricted to considering price alone in its selection, but may consider any other factor from among the established selection criteria to determine which offeror offers the County the best value. The Evaluation Committee will present its recommendation to the Williamson County Commissioners Court for approval and award of contract.

1.3.3 Mandatory Criteria

Minimum requirements (if applicable) must be passed in order to be considered for scoring as described in section 1.3.4.

- Be currently approved and certified by the manufacturer of the roofing materials to be used. Use only skilled roofers completely familiar with the products and manufacturer's current recommended methods of installation.
- Provide a letter from a minimum of three major roofing materials manufacturers stating that your company has been an approved or certified applicator for a minimum of five (5) years and that your company is approved to install those manufacturer’s twenty year no dollar limit (NDL) Guarantee.
- Provide a sample manufacturer’s twenty year no dollar limit (NDL) Guarantee.
- Submit a list of a minimum of three (3) projects of similar size and scope including the contact information of the Owner, Architect/Roof Consultant, and General Contractor if applicable.
- Evidence of Bidder's qualification to do business in the State of Texas where the project is located or covenant to obtain such qualification prior to award of the contract
- The Bidder acknowledges the right of the Owner to request further information pertaining to the qualifications of Bidder and the sole right of the Owner to evaluate the qualifications of Bidder.
- Bidder shall submit with Bid a letter from Bidder's bonding company registered to issue bonds in the State of Texas, stating the ability of the Bidder to obtain a Performance and Payment Bond for the Project.
- Bidder shall submit with Bid a letter stating that Bidder’s company agrees to commence work on the Project immediately upon receipt of Notice of Award and Notice to Proceed.

1.3.4 Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

1. Qualifications (30 Points) / Only skilled roofers that are completely familiar with the products and manufacturer's current recommended methods of installation will be considered. Respondent must include qualifications of the roofers that will install the products.
2. Manufacturer References (20 Points) / Respondent shall provide letters from a minimum of three major roofing materials manufacturers stating that your company has been an approved or certified applicator for a minimum of five (5) years, and that your company is approved to install those manufacturer’s products with a 20 twenty year, no dollar limit, (NDL) Warranty and Guarantee.
3. Project References (20 Points) / Respondent must submit a list of a minimum of three (3) projects their respondent completed within the last 10 years that are of similar size, scope and value. List shall include a description of the project, location of the project, contact information of the Owner, Architect/Roof Consultant, and General Contractor if applicable.
4. Price (30 Points)

1.3.5 Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates.

1.3.6 Additional Evaluation Information

The County reserves the right to award a contract for any or all areas of this RFCSP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and expectations **for** satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. The Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

1.4 Technical Contact

Dwayne Gossett (or successor), Project Manager II, Williamson County Facilities, shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Respondent.

1.5 Time for Performance

A time frame of one hundred twenty (120) days (ninety (90) to substantial completion and an additional thirty (30) to final completion) is given for completion of plans on this proposal. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this proposal, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within ten (10) calendar days after such notification.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. Liquidated damages are $500.00 per working day.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within ten (10) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of $500.00 per working day

1.6 Insurance Requirements

By signing its Proposal, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent's cost, insurance in accordance with this provision.

Respondent will be required to submit Certificates of Insurance **prior to commencing work.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation — Statutory – Texas Law

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	$1,000,000	$1,000,000
Aggregate policy limits:	$1,000,000	

Successful Respondent’s property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around the County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

The deductible for an insurance policy required hereunder shall not exceed $100,000. **The County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Respondent shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of 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. Successful Respondent shall furnish County with a certificate of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation 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 which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

Workers' Compensation Coverage Requirements

The Texas Labor Code, Section 406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as the County. The rule requires the County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, Section 402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

1. Certificate of coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation 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 (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

2. Building or Construction – Has the meaning defined in the Texas Labor Code, Section 406.096(e)(1).

3. Contractor – A person bidding for or awarded a building or construction project by Williamson County.

4. Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, Section 401.011(44).

5. Coverage agreement – A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

6. Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the County.

7. Persons providing services on the project ("subcontractor" in the Texas Labor Code, Section 406.096) – 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.

8. Project – Includes the provision of all services related to a building or construction contract for the County.

B. 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 the Texas Labor Code, Section 401.011(44), for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

D. 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 Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the County:

1. A certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. 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.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the County in writing by certified mail or personal delivery, within ten (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.

H. 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.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. 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;

2. 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;

3. 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;

4. Obtain from each other person with whom it contracts, and provide to the contractor:

    i. (a) a certificate of coverage, prior to the other person beginning work on the project; and
    ii. (b) 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;

5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. Notify the County in writing by certified mail or personal delivery, within ten (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

7. Contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7, with the certificates of coverage to be provided to the person for whom they are providing services

J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County 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.

K. The contractor's failure to comply with any of these provisions is a breach of Contract by the contractor which entitles the County to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

Specifications

1 Proposal Specifications

1.1 Background Information

You must specify any and all deviations in your Proposal and the RFCSP on the "Statement of Compliance". **It will be assumed that your Proposal is in compliance if deviations are not noted in the "Statement of Compliance".** This RFCSP has outlined the services the County expects as a minimum requirement.

It is not the intent of the County that commissions are built into the Proposals. Commissions, fees or other reimbursement arrangements are prohibited. Each Respondent must sign the **Proposal Affidavit enclosed or their Proposal will not be considered.**

If you have any technical questions about the specifications, please submit all questions in writing to BidSync at www.bidsync.com.

1.2 Scope of Work

Williamson County seeks qualified roofing contractors to complete the roof improvements to the Williamson County Jail / Sheriff's Office, located at 508 Rock St. Georgetown, Texas 78626.

The existing roof assemblies are gravel surfaced insulated asphalt multi-ply built-up roofing (BUR).

A general summary of the roof improvement scope of work, in part, consists of:

1. Removal and disposal of loose gravel from the multi-ply built-up roof membrane.
2. Replace needed insulation materials.
3. Install retrofit roof drains.
4. Install coated metal scuppers.
5. Additional rigid board insulation to obtain a total LTTR Value of 20.
6. Furnish and install fully adhered 60 mil TPO Membrane System and associated flashings, UL Class A fire-rated that meets the applicable codes of the City of Georgetown and qualifies for the Manufacturer's 20-year NDL Guarantee.
7. Furnish and install asphalt, gravel replacement.
8. Furnish and install new 24 gauge pre-finished metal flashings and counter-flashings.

The building will include selected exterior wall sealant joint and caulking work, abd the re-certification of the lightning arrestor system.

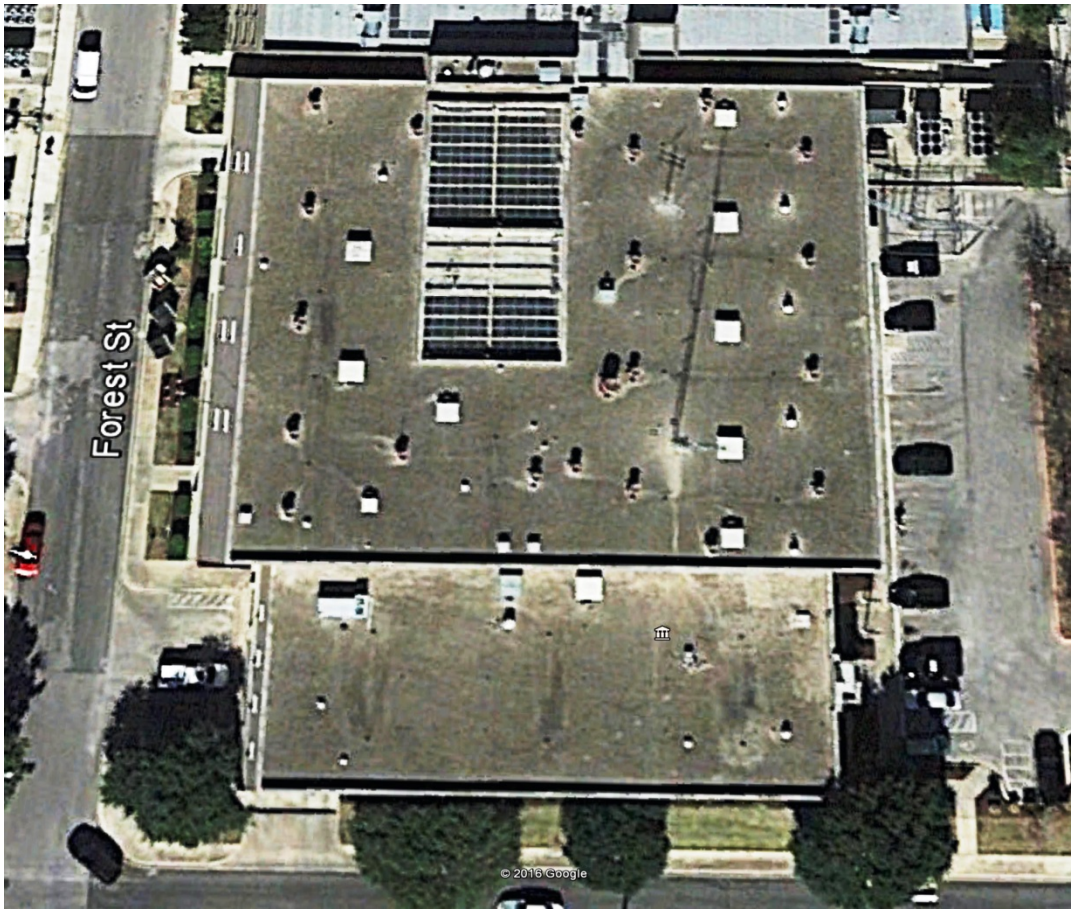
Note: The work to be performed shall comply with all the specifications and requirements provided by Jim Whitten Roof Consultants, and as directed by the County.

1.3 Minimum Requirements

- Be currently approved and certified by the manufacturer of the roofing materials to be used. Use only skilled roofers completely familiar with the products and manufacturer's current recommended methods of installation.
- Provide a letter from a minimum of three major roofing materials manufacturers stating that your company has been an approved or certified applicator for a minimum of five (5) years and that your company is approved to install those manufacturer's twenty year no dollar limit (NDL) Guarantee.
- Provide a sample manufacturer's twenty year no dollar limit (NDL) Guarantee.
- Submit a list of a minimum of three (3) projects of similar size and scope including the contact information of the Owner, Architect/Roof Consultant, and General Contractor if applicable.
- Evidence of Bidder's qualification to do business in the State of Texas where the project is located or covenant to obtain such qualification prior to award of the contract
- The Bidder acknowledges the right of the Owner to request further information pertaining to the qualifications of Bidder and the sole right of the Owner to evaluate the qualifications of Bidder.
- Bidder shall submit with Bid a letter from Bidder's bonding company registered to issue bonds in the State of Texas, stating the ability of the Bidder to obtain a Performance and Payment Bond for the Project.
- Bidder shall submit with Bid a letter stating that Bidder's company agrees to commence work on the Project immediately upon receipt of Notice of Award and Notice to Proceed.

PROJECT MANUAL
ROOF IMPROVEMENTS – 2016
WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE

508 ROCK STREET
GEORGETOWN, TEXAS 78626



Prepared by:
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+
TEJAS DESIGN, LLC
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REGISTERED ARCHITECT DON HURST 12057 STATE OF TEXAS
12/01/16

DECEMBER 01, 2016

DISCLOSURE STATEMENT

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Section 015113 Temporary Heating, Cooling, and Ventilating
Section 015123 Temporary Electricity
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Section 017100 Cleaning
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Section 050150 Roof Deck Repair

Division 6 – Wood and Plastics

Section 061050 Rough Carpentry

Division 7 - Thermal and Moisture Protection:

Section 07220 Roof and Deck Insulation

Section 075300 TPO Membrane
Section 076000 Flashing and Sheet Metal
Section 079000 Joint Sealants

Division 9 – (Not Used)

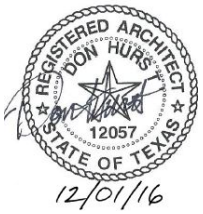
Division 8-14 – (Not Used)

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12/01/16

JIM WHITTEN ROOF CONSULTANTS, LLC
WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE

ROOF IMPROVEMENTS-2016
December 1, 2016

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Owner's Representative

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END OF PROJECT DIRECTORY

SECTION 000860 LIST OF DRAWINGS

SHEET NO.	DESCRIPTION
R-0.0	TITLE SHEET
R-1.0	ROOFING GENERAL NOTES AND GENERAL SCOPE OF WORK
R-2.0	ROOF PLAN
R-3.0	ROOF DETAILS
R-3.1	ROOF DEAILS
R-3.2	CROSSOVER DETAILS

END OF SECTION

SECTION 011100 SUMMARY OF WORK

PART I - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, provisions of the, and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project: Roof Improvements – 2016
B. Williamson County Jail and Sheriff's Office
508 Rock Street, Georgetown, Texas
C. Contract Documents dated December 1, 2016
Prepared by: Jim Whitten Roof Consultants, LLC + Tejas Design, LLC
P.O. Box 200925, Austin, Texas, 78720
512.250.0999/ Fax: 512.250.9711/ Cell:
512.914.4943
E-mail: jim@jimwhitten.com

D. Base and Alternate Bids –Gravel Surfaced Roofs (Areas A, B, C as indicated in Project Drawings): Scope of Work covered by the Contract Documents includes the following roof improvements at the Project:
1. Vacuum and dispose existing loose gravel from the multi-ply built-up roof membrane.
2. Identify and replace any wet insulation material on a per-unit cost basis as specified.
3. Furnish and fully adhere two (2) layers 1.5" polyisocyanurate (ISO) insulation.
4. Furnish and fully adhere one (1) layer ½" High Density ISO insulation.
5. Furnish and fully adhere 60-mil TPO roof membrane and associated flashings.
6. Roof system shall be U.L. Class a fire-rated, and shall qualify for the roof membrane manufacturer's 20-year No Dollar Limit (NDL) Guarantee, and meet all applicable City of Georgetown, TX codes.
7. Install new retrofit primary and overflow roof drains.
8. Install new 24-guage TPO coated metal scuppers.
9. Install wood nailers over the existing stone coping at the parapet walls and install new sheet metal coping cap system as specified.
10. Joint Sealants:
Base Bid: Replace Control Joint Masonry sealants at all exterior walls
Alternate Bid: Replace Control Joint Masonry sealants at all interior walls of Recreation Area
11. Coordinate with Lightning Protection Company the dis-connect, re-connect and re-certification of the existing lightning arrestor system.

E. Contingency Allowance
1. Owner Contingency Allowance: An Owner's Contingency Allowance of $5,000 is to be included in the Total Bid.

F. Unit Prices: A unit price is a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.

1.3 SCOPE OF WORK

A. The Contract Documents, to the best of Owner's and Roof Consultant's knowledge, reflect existing conditions. Should minor conditions be encountered which are not exactly as indicated, modify the scope of Work as required, at no additional cost to Owner.

B. To achieve satisfactory performance from the Work, it may be necessary to perform unanticipated, minor work items encountered during the course of the Work. Consultant and Owner will suggest additional work items as appropriate. Contractor shall assist Owner in applying for and obtaining any available rebates from electrical power provider.

C. No Change Orders for additional payment will be considered for such additional Work items, unless they represent a substantial change to the Scope of Work.

D. The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

1.4 TIMING OF WORK

A. Work is to be performed within an operating facility space. Owner intends for work to be performed in such a manner that disruption of operations is to be minimized.

1.5 GUARANTEE AND WARRANTY

A. Roofing: Provide Manufacturer's Twenty Year No Dollar (NDL) System Warranty and Two-Year Contractor's Warranty for materials and installation.

1. Manufacturer's Warranty and Contractor's Warranty effective date shall be the Date of Substantial Completion.

B. Joint Sealants: Provide Manufacturer's Five (5) Year Warranty for Joint Sealants.

Both the Manufacturer's Warranty and Contractor's Warranty shall cover damage to Work resulting from failure to resist penetration of moisture and replacement of assembly components that fail due to material failure or faulty workmanship.

END OF SECTION

SECTION 013100 PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 PROJECT COORDINATION, SEQUENCING AND SCHEDULING

A. Coordinate Work with Owner to minimize interference with normal building and inconvenience to facility users, and to expedite the Work.

B. The facility spaces adjacent to the work are to be occupied for the conduct of normal operations.

C. Coordinate Work to assure efficient and orderly sequence of application of construction elements, with provisions for accommodating items installed later.

D. Coordinate Work to allow observations by the Owner and Consultant.

E. Provide sufficient and adequate materials, personnel and equipment to facilitate rapid completion of the Work without undue delays.

1.2 USE OF THE PREMISES

A. Before beginning work, Contractor must verify in writing to Owner that all Owner security measures are understood and followed, and secure approval from the Owner for access to the following:

1. Site: No parking or storage on the designated parking areas.
2. Areas permitted for personnel parking.
3. Areas permitted for storage of materials and debris.
4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.

B. Roof Areas not included in this Contract (designated by "NIC" on the Roof Plan) may not be used for personnel or equipment rooftop traffic, including removing debris or delivering materials, except as authorized by the Owner and Consultant, and only after adequate protection covering over the existing roof surfaces is approved and provided.

C. The Owner reserves the right to have criminal background checks performed on all Contractor personnel to be onsite.

1.3 EXISTING CONDITIONS

A. Review the existing conditions of the facility, prior to commencing the Work, for access, clearances, existing mechanical and electrical equipment, plumbing, structural components and interior finishes that will require removal, replacement or relocation to complete the Work of this Contract.

B. Notify Owner and Consultant of any additional required work not included in the Contract Documents.

C. Notify Owner and Consultant upon discovery of any items that differ or conflict

with the Contract Documents.

1.4 PRE-JOB DAMAGE SURVEY OF FACILITY

A. Perform a thorough survey of property and all affected areas of the buildings with Owner prior to starting the Work to document existing damage and operational status of existing rooftop equipment. Non-functional or damaged items identified on this survey will not be the responsibility of Contractor to repair or replace unless further damaged by Contractor during execution of the Work.

B. Include with Pre-Job Submittals, both written description and digital documentation (CD with digital photos or DVD with video) of all items considered to be previously damaged.

C. Consider any damage to buildings or property not identified in the pre-job damage survey as having resulted from execution of this Contract and correct at no additional expense to Owner.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Limited storage area will be provided by Owner where available. Provide lockable temporary storage containers for storage of equipment and materials. Coordinate with Owner for areas designated for temporary storage.

B. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.

C. Store membrane rolls lying down on pallets and fully protected from the weather with clean canvas tarpaulins. Un-vented polyethylene tarpaulins are prohibited. Secure all stored materials at roof level in a manner to resist high wind speeds.

D. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
   1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

E. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

F. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.6 PROTECTION

A. Contractor shall take necessary and adequate precautions to avoid damaging windows, doors, grass, trees, shrubs, walks, drives, etc.

B. Contractor shall be responsible for damage to adjacent buildings, property, and vehicles near the building resulting from its operations. Clean, repair or replace any surfaces, materials or equipment which are marked, soiled or otherwise damaged as a result of the Work to the satisfaction of the Owner to the extent that it is returned to its condition prior to commencement of the work.

C. Furnish and erect barricades to protect building occupants and vehicles and to prevent pedestrian or vehicular traffic adjacent to any area affected by construction activities.

D. Protect finished Work from damage, traffic and adverse weather conditions until proper curing, drying and/or finishing are complete. Do not use finished roof membrane as a working surface. Provide temporary means of roof membrane protection.

E. Existing Drawings and Utilities:
1. Some original drawings may be available from the Owner. The Owner has not verified the information contained on those Drawings. Those Drawings are not a part of the Contract Documents.
2. Repair or replace damaged utilities to a condition equivalent to that before damage occurred. Negligently damaged utilities to be repaired or replaced at no cost to the Owner.

1.7 WORKING HOURS AND SCHEDULE

A. Working hours shall be between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays and black-out dates and times assigned by Owner.

B. The Contract Time will be adjusted by Change Order in the event Owner initiated work stoppages are required.

C. Alternate work schedules will be considered by Owner with prior notification and approval by Owner.

D. Obtain approval from Owner prior to altering Work schedule.

1.8 INTERIOR ACCESS

A. Restrict access to interior spaces of the building to Contractor's Project Superintendent and only those workers required to perform work inside the building.

B. Coordinate with Owner and obtain Owner approval prior to accessing interior space.

1.9 CLEANING

A. Maintain areas free of waste materials, debris and rubbish. Maintain site at all times in a clean and orderly fashion.

B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site in a legal manner. Do not use Owner's trash containers for disposal of waste materials, debris and rubbish.

C. Periodically clean interior areas affected by the Work to provide suitable conditions for occupied

areas.

D. Restore existing facilities used during construction to their condition prior to commencement of work.

1.10 USE OF UTILITIES

A. Coordinate use of utilities with Owner.

B. Provide temporary electric feeder from electrical service at location as directed by Owner. Provide temporary wiring and hardware as required for execution of the Work. Ground fault interruption devices and similar protection measures required by authorities having jurisdiction are the responsibility of the Contractor. All such work shall be performed by a licensed electrician.

C. Connect to existing water sources for temporary use of water. Furnish and maintain all necessary adapters and hoses required to complete the Work.

D. Restore electrical and water service to original condition at completion of each day's activities, and at the completion of the Work to Owner's approval.

1.11 MONITORING

A. Owner and Roof Consultant intend to observe the quality and progress of the Work for substantial compliance with the design contract documents. This does not relieve Contractor of his own quality control, testing and supervision responsibilities.

1.12 QUALITY ASSURANCE

A. Review all Drawings and Specifications before commencing and performing the Work.

B. Provide at least one copy of the final Drawings and Specifications, Addenda and Modifications for permanent use at the site whenever work is in progress.

C. Maintain workmanship of the highest quality in accordance with the best trade practices.

D. Obtain all materials specified in the Contract Documents from the same source throughout the Work. Notify Owner if plans are made to change sources.

E. Possess a minimum of five years experience, installing/applying the respective materials described in each section of the Specification.

F. Possess current written approval as an applicator of each material used in the Work.

G. Provide workmen, engaged in the respective items of the Work, which have satisfactorily completed a program of certification by the manufacturers of materials described in the Specifications, or can demonstrate significant experience on similar projects to verify their qualifications to perform this Work.

G. Perform quality control test and verifications as required by manufacturers or other

entities to comply with the requirements of this Contract. Do not use Owner's site observations and testing in lieu of Contractor's own quality control.

H. Contractor shall have a full-time English speaking non-working superintendent on site when workers are present.

1.13 PARKING

A. Park only in spaces approved by Owner.

PART 2 – PRODUCTS

PART 3 – EXECUTION

END OF SECTION

SECTION 013300 SUBMITTAL PROCEDURES

PART I - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and provisions of the Documents including the Statement of Work and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Submittals:

1. Provide submittals required by the Contract Documents in a timely manner and at appropriate times in the execution of the Work to allow for sufficient and prompt review by Owner and Consultant.
2. Provide submittals, all in form and substance satisfactory to the Consultant and Owner.
3. Revise and re-submit submittals as necessary to establish compliance with specified requirements.

B. Related Sections: Individual requirements for submittals are described in the pertinent Sections of these Specifications.

C. Color selections and any other aesthetic material approvals shall be in writing by Owner.

1.3 PROCEDURES

A. Submit complete sets of the Pre-Construction, Progress and Post-Construction Submittals that are available in electronic format or other Windows compatible format if transmitted on a compact disk to Owner and Consultant for review. Submit product samples concurrently with electronic submittals.

B. Owner and Consultant will review submittals for compliance with Contract Documents. Consultant will compile Owner and Consultant's review comments and issue to Contractor for coordination prior to Contractor distribution of reviewed submittals.

C. Provide three complete bound sets of reviewed submittals and product samples to Owner; provide one complete bound set of reviewed submittals and product samples to Consultant.

1.4 QUALITY ASSURANCE

A. Coordination of submittals:

1. Carefully review and coordinate all aspects of each item being submitted.
2. Verify that each item and its appropriate submittal conform in all respects with the specified requirements.
3. Certify that this coordination has taken place by affixing Contractors' stamp, signature and date to the corner of each submittal package.

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

A. Submittals shall be identified by applicable Specification Section. Number individual submittal items within a specification section consecutively. Provide a table of contents for each specification section. Show on at least the first page of each submittal and elsewhere as required for positive identification, the applicable submittal section and number.

B. Identify submittal data applicable to the Work of this Contract when submittal lists more than one option.

C. Strike through submittal data that does not apply to the Work of this Contract.

D. Accompany each submittal package with a letter of transmittal showing all information required for identification checking.

3.2 GROUPING OF SUBMITTALS

A. Group submittals into packages identified as Pre-Construction Submittals, Progress Submittals, and Post- Construction Submittals.

B. Partial submittals may be rejected as not complying with the provisions of the Contract.

3.3 TIMING OF SUBMITTALS

A. Make submittals far enough in advance of scheduled dates for commencement, execution or installation to provide time required for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery.

B. Allow at least 5 working days for review by the Owner following his/her receipt of submittals.

C. Contractor will be held responsible for delays occasioned by incomplete or tardy submittal packages.

D. Pre-construction Submittals: Submit within 5 business days following Notice of Award.

E. Progress Submittals: Submit, as required, throughout the performance of the Work of the Contract.

F. Post-Construction Submittals: Submit with final payment request.

3.4 PRE-CONSTRUCTION SUBMITTALS

A. The Contractor's Pre-Construction Submittal package shall include the following:

1. Contract Execution Package executed by Contractor, containing:
   a. Standard Form of Agreement between Owner and Contractor
   b. Certificates of Insurance, properly endorsed.
   c. Supplementary Conditions

d. Addenda
e. Bonds

2. Certification of insurance for all subcontractors.
3. Proposed Progress Schedule.
4. Proposed Schedule of Values, with subdivisions for costs associated with requirements stated in the General Services Agreement and Statement of Work, material and labor broken out by phases of the Work, including but not limited to demolition, insulation, membrane, sheet metal, plumbing and closeout.
5. Names of supervisory personnel and their qualifications.
6. Scaled Roof Plans indicating tapered insulation slope, flashing Details, perimeter edge conditions, and proposed gutter and downspout size and locations.
7. Product data for materials proposed to be used.
8. Subcontractor list.
9. Any required building/construction permits.
10. Sample of No-Dollar Limit Guarantee.
11. Copy of blank Daily Report to be utilized.

3.5 PROGRESS SUBMITTALS

A. Daily Reports: Prepare daily reports and submit to Owner and Roof Consultant no later than 10:00 AM of the following work day as a single attachment to an email. Include in report, the following minimum items:

1. Description of Work completed by area, include sketch of area on 8.5" x 11" schematic roof plan, six (6) photos in PDF format of work in progress.
2. Number of personnel present, including names, phone numbers, and Texas Drivers' License numbers.
3. Description and estimated quantity of materials removed and materials installed.
4. Description, quantity and location of unit priced items, if any.
5. Estimate of remaining quantity of tear off remaining.
6. Planned activity for following work day.
7. Reason and justification for not working if no work was performed.
8. Report to include weather conditions at start of work, noon and end of work.
9. Report to include name of supervisory person overseeing the work.

B. Applications for payment: The Contractor's applications for payment shall include the following:

1. An invoice on the contractor's company letterhead.
2. An Application for Payment, and Waiver of Lien.
3. Unconditional, notarized Waiver of Liens from the Contractor for the amount of Work performed for which payment less retainage was requested in the previous payment request.
4. Unconditional, notarized Waivers of Liens from Subcontractors, and material and equipment suppliers for the Work performed or materials and equipment supplied during the period covered by the previous payment request. Data for materials proposed to be used.
5. Updated, current progress schedule.

C. Other Submittals required by the Contract Documents.

3.6 OWNER AND CONSULTANT REVIEW

A. Review by Owner and Consultant does not relieve Contractor from responsibility for errors that may exist in the submitted data.

B. Make revisions if required by Owner and Consultant and resubmit for review.

C. "Or equivalent":
   1. Do not assume where the phrase "or equivalent", or "or equivalent as approved by the Owner", occurs in the Contract Documents, that particular materials, equipment, or methods will be approved as equivalent unless the item has been specifically approved for this Work by the Owner.
   2. Decision of the Owner shall be final.

END OF SECTION

SECTION 015000 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the General Services Agreement, including the Statement of Work and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Provide temporary facilities and controls as needed and as specified for the Work.

B. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

C. Related Sections: Additional requirements may also be prescribed in other Sections of these Specifications.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TELEPHONE SERVICE

A. Contractor shall provide his own telephone service as required. Contractor's Project Manager and Superintendent shall have a cell phone available at all times.

B. Use of Owner's private phones is not allowed unless authorized by Owner.

3.2 TOILET FACILITIES

A. Contractor shall provide and maintain an adequate number of temporary toilets with proper enclosures as necessary for use of workmen during construction. Keep toilets clean and comply with all local and state health requirements and sanitary regulations.

B. Locate toilet facilities in Parking/Staging storage area as approved by Owner.

3.3 FIRST AID SUPPLIES

A. Provide medical supplies and equipment at the site for first-aid service to persons injured in connection with the Work.

3.4 FIRE PROTECTION

A. Fire Protection:

1. Provide temporary fire protection as required by federal, state, as local laws, codes, and ordinances.
2. Provide minimum two (2) charged and functioning fire extinguishers of appropriate size, within 10'- 0" of combustible materials. Ensure that all personnel are fully trained in operation of provided extinguishers.
3. Reasonable precautions against fire shall be taken throughout Operations. Flammable material shall be properly handled and stored in accordance with governing code requirements.
4. Open fires are prohibited at the site.

3.5 DRAINS AND SEWERS

A. Contractor shall keep drains and sewers clean and free of construction debris during all phases of Work.

B. Do not permit debris or other contaminants deleterious to the City sewer system to be washed down drains or sewers.

C. Protect City of Georgetown storm drainage facilities that are adjacent to or affected by the Work of this Contract. Comply with City of Georgetown requirements for protecting storm sewer system from construction generated waste water.

3.6 TRAFFIC CONTROL AND PROTECTION

A. Provide signs, flagmen, lights, or other warning devices as required to control pedestrian traffic around the building and to prevent pedestrians from entering areas of the Work.

B. All sidewalks shall remain open and accessible at all times. Protective canopies or other appropriate means shall be installed over building entrances when work is occurring overhead or adjacent to those areas.

C. Furnish and erect barricades to protect building occupants and vehicles and to prevent pedestrian or vehicular traffic adjacent to any area affected by construction activities.

D. Contractor shall be responsible for maintaining any means of egress required by governing building codes for continual public use of the building.

E. Provide barricades as necessary at building entrances to protect occupants during work in these areas.

3.7 SPECIAL CONTROLS

A. Parking: Park only in areas approved by Owner.

B. Dust, Debris and Water Control:

1. Contractor shall take precautions as necessary to prevent dust, dirt, construction-related water and particles, etc. from leaving the immediate work area.
2. Contractor shall take appropriate means if dust or debris exceeds levels established by City laws and ordinances.

C. Construction Warning Signs: Provide and maintain suitable signs at each building entrance to warn guests and public of work while repair work is in progress.

3.8 MAINTENANCE

A. Maintain temporary facilities and controls as long as necessary for safe and proper completion of the Work.

3.9 REMOVAL

A. Remove temporary facilities and controls as rapidly as progress of the Work will safely permit.

3.10 CLEANING

A. Maintain areas free of waste materials, debris and rubbish. Maintain site at all times in a clean and orderly fashion.

B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site in a legal manner. Do not use Owner's trash containers for disposal of waste materials, debris and rubbish.

C. Periodically clean interior areas affected by the Work to provide suitable conditions for occupied areas.

D. Restore existing facilities used during construction to their condition prior to commencement of work.

END OF SECTION

SECTION 015113 TEMPORARY HEATING, COOLING, AND VENTILATING

PART 1 - GENERAL

1.1 DESCRIPTION

A. For those Projects requiring incidental Mechanical Work; includes installation of temporary mechanical work, disconnects, reconnects, and other incidental mechanical, and plumbing work, not specified herein but necessary for the successful execution of the Work as set forth in the Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIAL AND WORKMANSHIP

A. All materials and equipment required shall be:

1. Installed by mechanics skilled in their trades, working under the direct supervision of competent experienced foremen or superintendents.
2. Installed in compliance with all applicable Occupational Safety and Health Administration Rules and Regulations.
3. Installed in compliance with all applicable local, Ventilating, Air Conditioning, and Plumbing Codes.

B. Prior to conducting any mechanical work, perform a complete survey of all roof top mechanical equipment with the Owner's representative to verify the functional condition of the equipment. Document the survey in writing, signed by the Owner's representative and the Contractor. Provide a copy to the Roof Consultant.

2.2 TIMELY PLACEMENT OF MATERIALS AND EQUIPMENT

A. Install items specified in Paragraph 2.01 of this Section at the proper time during progress of construction. Coordinate work operations with other trades as necessary.

PART 3 - EXECUTION

3.1 GENERAL

A. Install temporary mechanical work necessary to comply with the work of other Sections.

B. Remove temporary mechanical work necessary to comply with other Sections at completion of Project and correct any damage to property.

C. At the end of the Project, any non-functional mechanical equipment (not noted on the survey list) will be the responsibility of the Contractor to restore to functional working order.

END OF SECTION

SECTION 015123 TEMPORARY ELECTRICITY

PART 1 - GENERAL

1.1 DESCRIPTION

A. For those Projects requiring incidental Electrical Work: Included installation of temporary power, disconnects, reconnects, lightning arrestor systems, and other incidental electrical work necessary to perform the Work of the Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP

A. All materials and equipment required shall be:

1. Approved by Underwriters Laboratories and so labeled.

2. For wire and cable, marked as required by Article 310-1- National Electrical Code.

3. Installed by mechanics skilled in their trades, working under the direct supervision of competent experience foremen or superintendents.

4. Installed in compliance with all applicable Occupational Safety and Health Administration and applicable local electrical codes.

B. Prior to conducting any electrical work, perform a complete survey of all roof top electrical lines and service with the Owner's representative to verify the functional condition of the electrical service. Document the survey in writing, signed by the Owner's representative and the Contractor. Provide a copy to the Roof Consultant.

2.2 TIMELY PLACEMENT OF MATERIALS AND EQUIPMENT

A. Install items specified in Paragraph 2.01 of this Section at the proper time during progress of construction. Coordinate work operations with other trades as necessary.

PART 3 - EXECUTION

3.1 GENERAL

A. Provide temporary electrical power as required to perform the Work of the Contract Documents.

B. Remove all temporary electrical items at completion of Project and correct any damage to property.

C. At the end of the Project, any non-functional electrical service (not noted on the survey list) will be the responsibility of the Contractor to restore to functional working order.

END OF SECTION

SECTION 016000 PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the General Services Agreement, including the Statement of Work and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Section 013300 "Submittal Procedures" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.

1.3 DEFINITIONS

A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.

B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:

   1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
   2. Revisions to the Contract Documents requested by the Owner.
   3. Specified options of products and construction methods included in the Contract Documents.
   4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

A. Substitution Request Submittal: The Owner will consider requests for substitution if received within 10 days after commencement of the Work. Requests received more than 10 days after commencement of the Work may be considered or rejected at the discretion of the Owner.

   1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals.
   2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
   3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
d. Samples, where applicable or requested.
e. A statement indicating the substitution effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
f. Cost information, including a proposal of the net change, if any in the Contract Sum.
g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

4. Owner's Action: If necessary, the Owner will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Owner will notify the Contractor of acceptance or rejection of the substitution within two weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.

a. Use the product specified if the Owner cannot make a decision on the use of a proposed substitute within the time allocated.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Conditions: The Owner will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Owner. If the following conditions are not satisfied, the Owner will return the requests without action except to record noncompliance with these requirements.

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents.
3. The request is timely, fully documented, and properly submitted.
4. The specified product or method of construction cannot be provided within the Contract Time. The Owner will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
5. The request is directly related to an "or-equivalent" clause or similar language in the Contract Documents.
6. The requested substitution offers the Owner a substantial advantage, in cost,

time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume.

7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.

8. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.

B. The Contractor's submittal and the Owner's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

SECTION 017100 CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Maintain the building and site in a standard of cleanliness throughout the construction period as described in this Section.

B. Clean roof upon completion of all Work to satisfaction of Owner and Roof Consultant.

1.2 QUALITY ASSURANCE

A. Conduct daily inspections, and more often if necessary, to verify that requirements for cleanliness are being met.

B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

A. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

A. Use only the cleaning materials and equipment, which are compatible with the surface being cleaned, as recommended by the manufacturer of the materials.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

A. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of the Work to remain overnight on the roof.

B. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.

C. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

D. At least once each week, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.

3.2 FINAL CLEANING

A. "Clean", for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality materials.

B. Prior to completion of the Work remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in Article 3.01 above.

C. Membrane: Power wash roof membrane per manufacturer's instructions upon completion of substantial completion punch list to provide a roof membrane surface that is free of stains (adhesives, dirt, etc.) incurred during completion of the work.

D. Site:

1. Unless otherwise specifically directed by the Owner, broom clean paved areas on the site and public paved areas adjacent to the site.
2. Completely remove resultant debris.
3. Remove evidence of construction operations from all landscaped and pervious surfaces.

E. Interior: remove all evidence of construction operations; surfaces ground smooth; finishes replaced.

F. Schedule final cleaning as approved by Owner.

END OF SECTION

SECTION 017700 CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included: Provide an orderly and efficient transfer of the completed Work to the Owner.

1.2 QUALITY ASSURANCE

A. Prior to requesting Substantial and Final Completion Inspections, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.3 PROCEDURES

A. Final Completion:

1. Verify in writing by written request to Owner and Consultant.
2. Certify that:
   a. Contract Documents have been reviewed.
   b. Work has been inspected for compliance with the Contract Documents.
   c. Work has been completed in accordance with the Contract Documents.
   d. Work is completed and ready for Final Punchlist Inspection.
3. The Owner and Consultant will observe the Work to document status of completion. Provide Owner and Consultant access to the Work, as required to perform Inspection.
4. Should the Owner and Consultant determine that the Work is incomplete or defective:
   a. The Owner promptly will so notify the Contractor, in writing, listing the incomplete or defective work.
   b. Remedy the deficiencies promptly, and notify the Owner when ready for re-inspection. Provide the Owner with access to the Work, as required to perform re-inspection.
5. When the Owner determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.

B. Closeout submittals include, but are not necessarily limited to:

1. Manufacturer's product literature for all proprietary products used in the Work.
2. As-built drawings and specifications, indicating changes (Change Orders, RFIs, Field Directives, etc.) in construction affecting the contract documents.
3. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Owner.
4. Warranties and bonds.
5. Evidence of compliance with requirements of governmental agencies having jurisdiction including but not necessarily limited to Certificate of Inspection.

6. Certificates of Insurance for products and completed operations.
7. Evidence of payment and release of liens.
8. List of subcontractors, service organizations, and principal vendors, including names, addresses, email addresses, and telephone numbers where they can be reached.

C. Final Adjustment of Accounts:

1. Submit a final statement of accounting to the Owner, showing all adjustments to the Contract Sum.
2. If so required, the Contractor will prepare final Charge Order showing adjustments to the Contract Sum, which was not made previously by Change Orders.
3. Final payment may be withheld if warranties and other closeout submittals do not comply with requirements of the Contract Documents.

1.4 INSTRUCTION

A. Instruct the Owner's personnel in proper operation and maintenance of all applicable items provided as part of the Work.

1.5 WARRANTIES

A. .Manufacturer's System Warranty Roof
B. Joint Sealant Manufacturer's Warranty
C. Contractor's Two Year Warranty: Warranty shall be assigned to Owner and submitted on the form provided in Section 017836

D. Warranties shall be fully transferable.

END OF SECTION

SECTION 024100 DEMOLITION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Removal of existing surface gravel from built-up roof to accept the new re-cover system.

B. Removal of any wet or otherwise non-functional existing insulation.

C. Contractor shall dispose of all materials in a licensed landfill and provide the Owner with signed documentation of all materials disposed.

1.2 SUBMITTALS

A. Submit demolition and removal procedures and schedule under provisions of Division 1.

B. Submit record documents under provisions of Division 1.

1.3 SEQUENCING AND SCHEDULING

A. Sequence and schedule work to accommodate Owner's use of premises.

1.4 EXISTING CONDITIONS

A. Conduct demolition to minimize interference with adjacent roofing, roof-mounted equipment, and roof deck and structure to remain.

B. Provide, erect, and maintain temporary barriers and security devices.

C. Conduct operations with minimum interference to public or private thoroughfares. Maintain egress and access at all times.

D. Do not close or obstruct roadways or sidewalks without Owner's written consent.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that areas to be demolished are clear of encumbrances.

B. Beginning of demolition means acceptance of existing conditions.

3.2 PREPARATION

A. Protect existing landscaping materials, appurtenances, structures, paving, roofing and siding, roof mounted equipment, roof deck and structure, which are not to be demolished.

B. Verify abandoned equipment and penetrations to be removed and obtain written confirmation from Owner's representative prior to removal and repair of deck opening.

3.3 EXECUTION

A. Contractor shall only perform demolition at areas that can be recovered watertight in the same day. Contractor shall not leave demolished materials in a non-watertight condition overnight.

B. Evenly cut edges of existing materials that are to be expanded, replaced, or modified.

C. Cease operations and notify Owner immediately if adjacent structures or materials appear to be endangered. Do not resume operations until corrective measures have been taken.

D. Except when instructed otherwise, immediately remove demolished material from site daily.

E. Remove materials to be re-installed or retained by Owner in a manner to prevent damage.

F. Do not burn or bury materials on site.

G. Remove demolished materials from site daily as the work progresses. Keep common areas free of debris at all times. Leave site in clean condition.

H. Stop demolition work and notify the Owner and Roof Consultant immediately if suspected hazardous or unknown materials are encountered.

I. Exercise care in demolition work to prevent damage to interior finishes.

END OF SECTION

SECTION 061050 ROUGH CARPENTRY

PART I - GENERAL

1.1 SECTION INCLUDES

A. All materials and labor for work requiring new lumber such as nailers and curbs will be provided and installed by Contractor.

1.2 QUALITY ASSURANCE

A. Rough Carpentry Lumber: Visible grade stamp of agency certified by SFPA.

B. Provide Underwriters' Laboratories (UL) approved identification for fire resistant treated materials.

1.3 REGULATORY REQUIREMENTS

A. Conform to applicable building code, latest edition, for fire retardant requirements of wood.

B. Conform to FM Loss Data Bulletin I-49 for securement requirements.

1.4 SUBMITTALS

A. Submit shop drawings and product data under provisions of Section 013300.

B. Indicate materials, fastening methods, accessories, and locations.

C. Submit manufacturer's certifications under provisions of Section 013300 that wood treatment is in accordance with applicable requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Lumber and Wood Cants: No. 2 Grade Yellow Pine, Standard Douglas Fir.

B. Curbs and curb extensions: No. 2 grade yellow pine, Standard Douglas Fir, pressure treated, KDAT 19%.

C. Plywood: Wolmanized, 5/8-inch, exterior grade CDX or better, APA grade marked.

2.2 WOOD TREATMENT

A. Wood Preservative (Pressure Treatment): Shop pressure treatment using waterborne preservatives; 0.25 pounds per cubic foot of preservative, kiln dried after treatment (KDAT) to maximum 19 percent moisture content, meeting Federal Specification TT-W-550, or the latest Federal approval for wood preservative pressure treatment.

2.3 SCHEDULE OF FASTENERS

A. Fasteners – General:

1. Exposed fasteners: non-ferrous stainless steel with bonded neoprene washers.
2. Fasteners compatible to all materials to which they come in contact so that dielectric corrosion does not occur.

B. Wood Nailer Fasteners:

1. Wood Substrate: Non-ferrous stainless steel screws, gauge and length to suit application and as necessary to penetrate underlying wood support members a minimum of 1-1/4 inch. Each screw to have a minimum pull out resistance of 100 pounds.
2. Metal Substrate: A No. 12 Factory Mutual approved, fluorocarbon coated roofing screw.
3. Concrete or masonry surfaces: Non-ferrous stainless steel anchor with expansion shank, length as recommended by manufacturer for minimum 1,000 pound pull-out resistance.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that surfaces are ready to receive work.

B. Verify mechanical, electrical, and building items affecting work of this Section are placed and ready to receive this work.

C. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION

A. Before installation, prime paint wood surfaces of items or assembles to be in contact with cementitious materials.

3.3 INSTALLATION

A. Set and secure materials and components in place, plumb and level.

B. Install components with approved fasteners suited to materials.

C. Curbs:

1. Install new wood to provide total height of a minimum of 8 inches above the finished roof surface, and to allow for height of tapered insulation system and crickets, as applicable.
2. Fasten securely to substrate.
3. Treat surfaces exposed by cutting as recommended by preservative manufacturer.
4. Fasten wood curb to nailer prior to installation with appropriate wood nailer fasteners on 12-inch centers.

D. Wood Nailer Installation: Attach nailers to wood substrates with two rows of appropriate fasteners on 12-inch centers, or as shown in Drawings. Offset fasteners from underlying wood nailer fasteners.

END OF SECTION

SECTION 07220 ROOF AND DECK INSULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Roof and Deck Insulation.

1.2 RELATED WORK

A. Section 06100 – Rough Carpentry

B. Section 07530 – Fully Adhered Single-Ply Membrane System

C. Section 07600 – Flashing and Sheet Metal

SYSTEM DESCRIPTION

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A. New Roof System Insulation: Rigid insulation board consisting of two (2) layers (1.5") inch polyiso rigid insulation board as specified to achieve a complete and proper substrate for the specified roof membrane system.

B. ½" High Density polyiso board.

C. Tapered Polyisocyanurate Insulation for crickets, saddles and sumps: ASTM C1289, closed cell foam core bonded to fiberglass facers top and bottom, slope as required to achieve minimum two times the opposing slope per foot; minimum ¾-inch starting thickness and maximum thickness of 2"; 4'x4' maximum board dimension.

1.4 SUBMITTALS

A. Submit manufacturer's installation instructions, samples and product data, in accordance with the provisions of Section 01300.

B. Submit two full size samples of each insulation board type and thickness.

C. Submit manufacturer's certificate, in accordance with the provisions of Section 01300, that products meet or exceed specified requirements.

D. Submit certification from roof membrane manufacturer that board insulation materials are acceptable for use with roof membrane materials.

E. For mechanically attached systems, submit results of the fastener pull-out resistance testing. Provide fastener pull-out resistance test results. Pull-out resistance testing is to be performed by a technical representative of the fastener manufacturer. A minimum number resistance tests shall be performed and documented. Any pull tests falling below the value required by the system manufacturer shall be re-tested in the same vicinity of the low value test.

F. For fully adhered systems, submit manufacturer's latest published installation instructions for their two-component, low-rise polyurethane insulation adhesive applied in beads for adhesive attachment of approved roof insulations to acceptable substrates.

1.5 STORAGE AND HANDLING

A. Store products of this Section in lockable watertight storage containers.

B. Rooftop storage shall be limited to quantities of material that can be installed daily. No overnight rooftop storage of materials is permitted.

PART 2 -PRODUCTS

2.1 INSULATION BOARD

A. Polyiso Rigid Insulation Board: , closed cell foam core bonded to fiberglass facers top and bottom, in compliance with ASTM C 1289

Thickness: Two (2) layers of 1.5" polyiso.

One (1) layer of ½" HD polyiso.

B. Tapered Polyisocyanurate Insulation for crickets, saddles and sumps: ASTM C1289, closed cell foam core bonded to fiberglass facers top and bottom, slope as required to achieve minimum two times the opposing slope per foot; minimum ¾-inch starting thickness and maximum thickness of 2"; 4'x4' maximum board dimension.

2.2 FASTENERS

A. Fasteners and Plates: Polymer coated case-hardened steel screw with pre- assembled galvanized steel plate, as approved by the insulation and membrane manufacturer to be included in their System Warranty.

B. Bead Adhesive: Insulation manufacturer's recommended bead adhesive, two-component, low-rise polyurethane insulation adhesive, in accordance with the manufacturer's latest published installation requirements, applied in beads for adhesive attachment of insulation with bead spacing as recommended by manufacturer.

C. Provide adhesive manufacturer's Insulation Adhesive Test Report.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean deck. If necessary, repair deteriorated or non-serviceable steel deck in accordance with Section 07015.

3.2 INSTALLATION

A. Verify and document in Daily Report that the existing deck/substrate is functional; insulation board is free from moisture and suitable as substrate for roof membrane.

B. Install insulation in accordance with the primary roofing materials manufacturer's latest published recommendations.

END OF SECTION

SECTION 07530 THERMOPLASTIC TPOMEMBRANE SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

A. Base Bid: Installation of fully adhered TPO roof membrane and flashings.

B. The roof system (membrane, flashings, accessories, and insulation) shall qualify for the Manufacturer's Twenty (20) Year No Dollar Limit (NDL) System Guarantee. The Warranty shall be fully transferable.

1.2 RELATED SECTIONS

A. Section 06100 – Rough Carpentry

B. Section 07220 – Roof and Deck Insulation

C. Section 07600 – Flashings and Sheet Metal

1.3 EXTENT OF WORK

A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of a .060" (60-mil) thick, white, reinforced TPO (Thermoplastic Polyolefin) membrane, and flashings as specified herein and as indicated on the Drawings in accordance with the manufacturer's most current specifications, details, and the Specifications and Drawings, whichever is more stringent.

B. Contractor shall be fully knowledgeable of all requirements of the Contract Documents and shall make themselves aware of all job site conditions that will affect their work.

C. Contractor shall confirm all given information and advise the Roof Consultant and Architect, prior to bid, of any conflicts that will affect their cost proposal.

D. Any Contractor who intends to submit a bid using a roofing system other than the approved manufacturers must submit for pre-qualification in writing a minimum of four calendar days prior to the bid date. Any Contractor who fails to submit all information as requested will be subject to rejection. Bids stating "as per plans and specs" will be unacceptable.

1.4 SUBMITTALS

A. Prior to starting work, the Contractor must submit the following:

1. Shop drawings showing layout, details of construction and identification of materials.

2. Sample of the manufacturer's Twenty (20) Year NDL Membrane System Warranty, and copy of the Application for Warranty.

3. Submit a letter of certification from the manufacturer, which certifies that the Contractor has been authorized a minimum of 5 years to install the manufacturer's Twenty Year NDL System Warranty and list foremen who have received training from the manufacturer along with the dates training was received.

4. For mechanically fastened systems, certification from the membrane manufacturer indicating the fasteners are capable of providing a static back out resistance of 300 pounds minimum.

5. Certification from the membrane manufacturer indicating the membrane thickness over the reinforcing scrim (top ply membrane thickness) is nominal .015" (15-mil).

6. Certification of the manufacturer's warranty reserve.

7. Copy of the Energy Star Rebate Application to the primary electric power provider for the Project, as applicable.

8. Copy of the pre-existing damage documentation.

B. Upon completion of the installed work, submit:

1. Copies of the manufacturer's final inspection prior to the issuance of the manufacturer's warranty.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue w i t h o u t interruption.

B. No overnight rooftop storage will be permitted.

C. Comply with the manufacturer's written instructions for proper material storage.

1. Store membrane in the original undisturbed plastic wrap in a cool, shaded area and cover with light-colored, breathable, waterproof tarpaulins. Membrane that has been exposed to the elements for approximately 7 days must be prepared with manufacturer's membrane cleaner prior to hot air welding.

2. Store curable materials (adhesives and sealants) between 60 degrees F and 80 degrees F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60 degrees F minimum temperature before using.

3. Store materials containing solvents in dry, well-ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.

D. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

1.6 WORK SEQUENCE

A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath any completed sections of the membrane system.

B. Furnish and install temporary membrane protection for all foot and equipment traffic required over newly installed completed roofing sections.

C. Do not disrupt activities in occupied spaces.

1.7 USE OF THE PREMISES

A. Before beginning work, the Contractor must secure approval from the building owner's representative for the following:

1. Areas permitted for personnel parking.

2. Access to the site.

3. Areas permitted for storage of materials and debris.

4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.

1.8 EXISTING CONDITIONS

A. If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the Architect and Roof Consultant by phone and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.

1.9 TEMPORARY FACILITIES AND CONTROLS

A. Temporary Utilities:

1. Water, power for construction purposes and lighting are available at the site and will be made available to the Contractor, by prior approval of the Owner; and said use will not interfere with the building's operations.

2. Provide all hoses, valves and connections for water from source designated by the owner when made available.

3. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.

B. Temporary Sanitary Facilities

1. Sanitary facilities will not be available at the job site. The Contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

C. Building Site:

1. Contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the Contract.

2. A pre-roof construction walk-through of the interior and exterior of the building shall be performed by the Contractor's Project Manager and a representative of the Owner to document all pre-existing damage by digital photographs or by video, to be submitted to the Architect and Roof Consultant. At the end of the Project, the correction of all roof related damages not previously documented, shall be the responsibility of the Contractor to correct.

3. The Contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

D. Security:

1. Comply with the owner's requirements for personnel identification, inspection and other security measures.

1.10 JOB SITE PROTECTION

A. The Contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.

B. During the Contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The Contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.

C. Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.

D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.

E. Take precautions to prevent drains, gutters and downspouts from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains and gutters if required. At completion, test drains and gutters to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas

Where work is in progress. Install flags or other telltales on plugs. Remove plugs each night and replace strainers.

F. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

1.11 WORKMANSHIP

A. Applicators installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.

B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's and Roof Consultant's satisfaction.

C. Provide at least one thoroughly trained and experienced, non-working English speaking superintendent on the job at all times roofing work is in progress.

1.12 QUALITY ASSURANCE

A. The roofing system must achieve a UL Class A and fastening pattern equal to FM 1-75 rating.

B. Unless otherwise noted in this specification, the Contractor must strictly comply with the manufacturer's current specifications and details.

C. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer.

D. Provide an adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified.

E. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the Architect and Roof Consultant. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the Architect and Roof Consultant's consideration.

F. Before commencement of the roof construction, the Contractor shall arrange for inspections to be made by a non-sales technical representative of the membrane manufacturer, as follows:

1. On the first day of roof membrane installation;

2. A minimum of one interim inspection;

3. A final inspection in order to determine whether or not corrective work will be required before the warranty will be issued.

4. Notify the Architect and Roof Consultant seventy-two (72) hours prior to the manufacturer's inspections, and coordinate the inspection visits to coincide with visits by the Contractor's Project Manager, and the Roof Consultant.

5. Provide copies of the membrane manufacturer's inspection reports to the Architect and

Roof Consultant not later than five (5) calendar days following the inspection.

1.13 JOB CONDITIONS, CAUTIONS AND WARNINGS

A. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.

B. When positioning membrane sheets, locate all field splices away from low spots and out of drain sumps. All field splices shall be shingled to prevent bucking of water.

C. When loading materials onto the roof, the installer must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.

D. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.

E. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.

F. Provide temporary protection, such as 3/4 inch thick plywood over minimum 1-inch thick rigid insulation board, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters. Ensure temporary protection is weighed down to prevent wind uplift.

G. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.

H. New roofing shall be complete and weathertight at the end of each workday.

I. Contaminants such as grease, fats and oils shall not be allowed to come in direct contact with the roofing membrane.

J. Pro-rated System Warranties shall not be accepted. The System Warranty shall be fully transferable, and transfer of the Warranty shall not be unreasonably withheld.

Evidence of the manufacturer's warranty reserve shall be included as part of the project submittals for the Roof Consultant's approval.

PART 2 - PRODUCTS

2.1 GENERAL

A. All components of the specified roofing system shall be products of the following approved manufacturers:

1. Carlisle-Syntec

2. GAF Mfr.

3. Firestone Building Products

4. Pre-bid approved equivalent.

B. All products (including insulation, fasteners, fastening plates and edgings) must be manufactured and supplied by the roofing system manufacturer and covered by the warranty. Any products required by the Project not manufactured by the roofing system manufacturer shall be approved for use, in writing, by the roofing systems manufacturer.

2.2 MEMBRANE

A. Furnish .060" (60-mil) thick, white reinforced TPO (Thermoplastic Polyolefin) membrane as needed to complete the roofing system. Membrane thickness over the reinforcing scrim (top-ply thickness) shall be nominal .015" thick (15-mil).

2.3 INSULATION/UNDERLAYMENT

A. The rigid insulation board shall be as specified in Section 07220.

2.4 ADHESIVES AND CLEANERS

All products shall be furnished by the primary membrane manufacturer, and specifically formulated for the intended purpose.

A. Bonding Adhesive

B. Edge Sealant

C. Water Cut-Off Mastic and Sealant

D. Pocket Sealant

E. Membrane Cleaner

2.5 FASTENERS AND PLATES

A. Seam Fastening Plates at Concrete Walls: 1-1/4" long expansion anchor with a zinc plated steel drive pin, 8 inches on center maximum, with 3" diameter round galvanized plate.

PART 3 - EXECUTION

3.1 GENERAL

A. Inspect the deck/existing spudded roof assembly and verify preparation to provide an acceptable installation of the membrane system.

B. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, jobsite considerations and weather restrictions.

C. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

3.2 MEMBRANE PLACEMENT AND ATTACHMENT

A. Unroll and position membrane without stretching. Provide and secure both perimeter and field membrane sheets in accordance with the manufacturer's most current specifications, details, the Contract Document Specifications and Drawings, and FM 1-75.

B. Secure the membrane with bonding adhesive, in strict accordance with the manufacturer's requirements to qualify for a Twenty (20) Year NDL system warranty.

C. Install adjoining membrane sheets in the same manner in accordance with the manufacturer's specifications. Using a heavy roller, recommended by the membrane manufacturer, roll the membrane into the bed of adhesive to insure solid adhesion.

3.3 MEMBRANE SPLICING/HOT AIR WELDING PROCEDURES

A. Perform calibration test of the automatic hot air welding machine or hot air hand welder in accordance with the manufacturer's specifications, with Roof Consultant present prior to commencing installation. Record calibration test in Daily Logs.

B. Hot air weld the membrane using the calibrated automatic hot air welding machine or hot air hand welder in accordance with the manufacturer's specifications. At all splice intersections, roll the seam with a silicone roller prior to membrane seam cooling.

C. Probe all seams once the hot air welds have thoroughly cooled (approximately 30 minutes). Document in Daily Log that all seams have been probed and the results of probes.

D. Provide a minimum of two (2) side lap seam "tear" samples, indicating compliant seaming as indicated by exposed scrim in lap "tear".
Date and retain samples including one (1) dated sample for Roof Consultant's Field Observer.

E. Repair all seam deficiencies the same day they are discovered. Document in Daily Log when deficient seams are discovered and repaired.

F. Apply cut edge sealant on all cut edges of reinforced membrane (where the scrim reinforcement is exposed) after seam probing is complete.

3.4 FLASHING

A. Flashing of parapets, curbs, expansion joints and other parts of the roof must be performed using reinforced TPO membrane.

B. Non-reinforced TPO membrane can be used for flashing pipe and tube penetrations, sealant pockets, scuppers, as well as inside and outside corners, only when the use of pre- fabricated accessories is not feasible, in accordance with the membrane manufacturer, Contract Document requirements, and if approved by Roof Consultant in writing.

3.5 WALKWAYS

A. Install walkway pads where shown in the Drawings, and as required by the membrane manufacturer.

B. Hot air weld walkway pads to the membrane in accordance with the manufacturer's specifications.

3.6 DAILY SEAL

A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.

B. Complete an acceptable membrane seal in accordance with the manufacturer's requirements.

3.7 CLEAN UP

A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Remove all debris from roof on a daily basis. Overnight storage of debris is prohibited. Upon completion, all debris must be disposed of in a legally acceptable manner.

B. Prior to the manufacturer's inspection for warranty and request for Substantial Completion site visit, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking. Submit pre-inspection report to Architect and Roof Consultant no later than three (3) calendar days following inspection.

END OF SECTION

SECTION 076000 FLASHING AND SHEET METAL

PART I - GENERAL

1.1 WORK INCLUDED

A. Install flashing and sheet metal as indicated on Drawings and in these specifications as required for a complete and proper installation. The following items are included:

1. Curb Flashing.
2. Counter flashing.
3. Counter flashing and termination bars, roof mounted mechanical equipment, vent stacks, and other terminations.
4. Coping cap metal.

1.2 RELATED WORK

A. Section 07015 – Preparation for Reroofing

B. Section 06100 – Rough Carpentry

C. Section 07220 – Roof and Deck Insulation

D. Section 07530 – Fully Adhered Single Ply Membrane System

1.3 SUBMITTALS

A. Submit shop drawings and product data under provisions of Section 01300.

B. Describe material profile, jointing pattern, jointing details, fastening methods, and installation details.

C. Submit samples under provisions of Section 01300.

D. Provide full sized sample of metal flashing and post supports illustrating typical seam, external corner, internal corner, material, and finish.

1.4 QUALITY ASSURANCE

A. Perform work in accordance with SMACNA and NRCA standard details and requirement.

1.5 QUALIFICATIONS

A. Company specializing in sheet metal flashing work with a minimum of 10-years documented experience.

1.6 STORAGE AND HANDLING

A. Stack pre-formed materials to prevent twisting, bending, or abrasion, and to provide ventilation.

B. Prevent contact with materials during storage that may cause discoloration, staining, or damage. "White rust" is considered damage and is cause for rejection.

C. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label.

1.7 WARRANTY

A. Sheet Metal work and accessories to be included in Two-Year Contractor's Warranty.

B. Provide pre-finished metal manufacturer's twenty-year coating guarantee.

C. Provide pre-finished metal manufacturer's twenty-year galvanized steel guarantee.

PART 2 - PRODUCTS

2.1 SHEET METALS

A. Sheet metal flashing: 24-gauge galvanized steel.

B. Sheet metal flashing:

1. Base Bid: 24-gauge galvanized steel, TPO coated metal.

C. Pre-finished metal: 24-gauge galvanized steel, Kynar 500.

D. Lead: FS QQ-L-171e, hard lead, containing no less than 4 percent or more than 6 percent antimony.

E. Copper: 16 oz. sheet

2.2 SHEET METAL COMPONENTS (as applicable)

A. Counterflashing: 24-gauge galvanized steel.

B. Edge flashing, Expansion Joint Covers, Coping, Conductor heads, Gutters, and Downspouts: Pre-finished 24-gauge galvanized steel.

C. Two-piece fascia extension is required whenever fascia vertical height exceeds 8 inches.

D. Downspout Hangers: Minimum 1/8-inch by 1-inch galvanized steel.

E. Cover Plates, End Caps and Miscellaneous Sheet Metal: Same materials, gauge and profile as edge metal or expansion joint material.

F. Cleats: 22-gauge galvanized steel.

G. Tubular Penetration Sleeves and Rain Hoods: Minimum 24-gauge galvanized steel.

H. Lead Sleeves: Minimum 2 1/2-pound lead.

I. Splash Block: Pre-cast concrete at ground level, where downspout discharges on surfaces other than asphalt or concrete only.

J. Termination Bar: 1/8-inch by 1-inch galvanized bar with pre-drilled holes minimum 8- inches on center.

2.3 ACCESSORIES

A. Solder: ANSI/ASTM B 32 50/50 type.

B. Elastomeric Membrane: 30 mil-thick PVC vinyl water barrier.

C. Ice and Water Shield: as manufactured by W. R. Grace and Company, or approved equivalent.

D. Clamping Collar: Stainless steel of size necessary to fit over vent or pipe circumference, as applicable.

E. Self-Sealing Moisture Barrier Sheet: Heat resistant, self –adhering moisture barrier.

2.4 SEALANT

A. Type I: Application exposures to sunlight, ASTM C-920-87, Federal Specification TT-S- 00230-C one component gun-grade polyurethane sealant suitable for continuous immersion and resistant to asphalt products.

B. Type II: Applications not exposed to sunlight, butyl rubber based.

C. Hot vent sealant: one component neutral moisture curing silicone sealant.

2.5 SCHEDULE OF FASTENERS

A. Exposed fasteners: Shall be non-ferrous stainless steel with stainless steel bonded neoprene or EPDM washers.

B. Fasteners shall be compatible to all materials to which they come in contact.

C. Cleat, Counter-flashing, and Surface Fastened Components.

1. Wood Substrate: No. 10 non-ferrous stainless steel wood screws with stainless steel bonded neoprene washers of length necessary to penetrate wood substrate one inch.
2. Metal Substrate: Minimum No. 10 non-ferrous stainless steel sheet metal screws or as necessary to suit application with stainless steel bonded neoprene washers.

D. Blind Pop-Rivets: Non-ferrous Stainless steel.

2.6 FABRICATION

A. Form sections to match existing profiles, true to shape, accurate in size, square, and free from distortion or defects.

B. Fabricate continuous cleats and starter strips of same material as sheet, inter-lockable with sheet.

C. Form pieces in longest practical lengths.

D. Hem exposed edges of metal 1/2-inch; miter and seam corners.

E. Form materials with cover plate seam.

F. Fasten and seal metal joints.

G. Fabricate corners from one piece with minimum 18-inch and maximum 36-inch long legs; fasten for rigidity, seal with sealant.

H. Fabricate vertical faces with bottom edge formed outward 1/4-inch and hemmed to form drip.

I. Form edge metal/fascia as existing profiles as specified herein and as shown on Drawings.

J. Form sections square, true, and accurate in size, in maximum possible lengths and free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints

K. Enlarge holes for fastening counter flashing, coping, and pressure bars as necessary to allow for thermal expansion and contraction. Cover exposed holes with appropriate washers.

L. All fabrication and installation of sheet metal shall be in accordance with the latest published SMACNA and NRCA guidelines and recognized roofing and sheet metal industry standards.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, and cant strips in place, and nailing strips located.

B. Verify membrane termination and base flashings are in place, sealed, and secure.

C. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION

A. Field measure site conditions prior to fabricating work.

B. Apply bituminous protective backing on surfaces in contact with dissimilar materials.

C. Tie-ins or contact with dissimilar metals: Install separation layer of elastomeric membrane between metal surfaces.

3.3 INSTALLATION - GENERAL

A. Provide flashings of materials indicated on Drawings at all junctures of the roof with perimeters, curbs, mechanical, electrical equipment, etc., that a completely watertight installation is achieved.

B. Fabricate and install sheet metal work with lines, arises and angles sharp and true, and plane surfaces free from warps and buckles. Bead or return all exposed edges. Tin metal for full area of contact on soldered seams and joints. Do soldering slowly with well heated coppers, thoroughly

heating seams and completely filling them with solder.

C. Prime all sheet metal to receive roofing plies or to be set in mastic.

D. Submit details not covered in Drawings for approval by Owner or Roof Consultant.

E. Install starter and edge strips, and cleats before starting installation.

F. Secure flashings in place using concealed fasteners. Use exposed fasteners only in locations approved by Roof Consultant.

G. Lock and seal all joints.

H. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.

I. Fasten sheet metal with approved fasteners at a minimum of 12 inches on centers unless otherwise specified in these Specifications or the Drawings.

3.4 TWO-PIECE COUNTERFLASHING INSTALLATION

A. Secure counterflashing receiver over base flashing to substrate with appropriate fasteners. Secure counterflashing to receiver with stainless steel screws with bonded neoprene washers spaced 12-inches on centers.

B. Pop-rivet and solder all seams.

3.5 CLEAT INSTALLATION

A. Install cleats for edge/coping flashing with appropriate fasteners on eight-inch centers.

3.4 COPING CAP INSTALLATION

A. Fabricate and install these flashings according to the latest published SMACNA and NRCA guidelines and in accordance with recognized roofing and sheet metal industry standards.

B. All horizontal joints shall have a 1" standing seam as shown in the Drawings.

C. Vertical flanges shall have a minimum height of three (3) inches. High side (outside) shall be cleated continuously; other side mechanically fastened as shown on the drawings.

D. All corners shall be shop mitered, and all shall not be more than two feet beyond a corner in either direction.

END OF SECTION

SECTION 079000

JOINT SEALANTS

PART I - GENERAL

1.01 DESCRIPTION OF WORK

A. Miscellaneous sealant work related to new roof system, flashing installation, perimeter joints, control and expansion joints. Control and expansion joints in Courtyard masonry walls above 6' (ALTERNATE BID).

B. Security sealant work up to 6' at control and expansion joints in Courtyard masonry walls (ALTERNATE BID).

1.02 GENERAL PERFORMANCE

A. Joint sealers are required to establish and maintain airtight and waterproof continuous seals on a permanent basis, within recognized limitations of wear and aging for each application. Failures of installed sealers to comply with this requirement will be recognized as failures of materials and workmanship.

1.03 SUBMITTALS

A. Submit manufacturer's product specifications, handling/installation/curing instructions, and performance tested data sheets for each product required.

1.04 JOB CONDITIONS

A. Do not proceed with installation of sealants under unfavorable weather conditions. Install elastomeric sealants when temperature is in lower third of temperature range recommended by manufacturer for installation.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Miscellaneous sealant: Single-component, moisture-cured urethane sealant suitable for exterior applications meeting the following criteria: ASTM C 920, Type S, Grade NS, Class 25, Use T, NT, M, A, G and O.

1. Sonneborn NP-1
2. Approved equivalent.

B. Security Sealant: Single-component, pick-resistant, moisture-curing, aliphatic, non-sag, polyurethane sealant for security, ASTM C920 Type S, Grade NS, Class 25, Use NT, T, M, A, G and O.

1. Acceptable Product: MasterSeal CR 195 (Formally Sonolastic Ultra) by BASF.
2. Approved equivalent.

C. Provide type of joint primer/sealer recommended by sealant manufacturer for joint surfaces to be primed or sealed.

D. Provide polyethylene bond breaker tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape where applicable.

E. Provide compressible backer rod stock of polyethylene foam, polyurethane foam polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable non-absorptive material as recommended by sealant manufacturer for back-up of and compatibility with sealant. Where used with hot-applied sealant, provide heat-resistant type that will not be deteriorated by sealant application temperature as indicated.

PART 3 - EXECUTION

3.01 INSPECTION

A. Installer must examine substrates, (joint surfaces) and conditions under which joint sealer work is to be performed, and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with joint sealer work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

3.02 JOINT PREPARATION

A. Clean joint surfaces immediately before installation of gaskets, sealants or caulking compounds. Remove all dirt, all old sealants, insecure coatings, moisture and other substrates that could interfere with seal of gasket or bond of sealant or caulking compound. Etch joint bonding surfaces as recommended by sealant manufacturer. Roughen vitreous and glazed joint surfaces as recommended by sealant manufacturer.

B. Prime or seal joint surfaces where indicated, and where recommended by sealant manufacturer. Confine primer/sealer to areas of sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.03 INSTALLATION

A. Comply with manufacturer's printed instruction except where more stringent requirements are shown or specified, and except where manufacturer's technical representative directs otherwise.

B. Set joint filler units at depth or position in joint as indicated to coordinate with other work, including installation of bond breakers, backer rods and sealants. Do not leave voids or gaps between ends of joint filler units.

C. Install sealant backer rod for liquid-applied sealants, except where shown to be omitted or recommended to be omitted by sealant manufacturer for application indicated.

D. Install bond breaker tape where required by manufacturer's recommendations to ensure that liquid-applied sealants will perform as intended.

E. Employ only proven installation techniques, which will ensure that sealants are deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a slight cove, so that joint will not trap moisture and dirt.

F. Install liquid-applied sealant to depths as shown or, if not shown, as recommended by sealant manufacturer but within the following general limitations, measured at center (thin) section of beads; (not applicable to sealants in lapped joints):

1. For normal moving joints sealed with elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.
2. For joints sealed with non-elastomeric sealants and caulking compounds, fill joints to a depth in range of 75% to 125% of joint width.

G. Do not allow sealants or compounds to overflow from confines of joints, or to spill onto adjoining work, or to migrate into voids of exposed finishes. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.

3.04 CURE AND PROTECTION

A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability. Cure and protect sealants in a manner that will minimize increases in modulus of elasticity and other accelerated aging effects. Replace or restore sealants that are damaged or deteriorated during construction period.

3.05 TESTING

A. Contractor shall notify A/E when joint sealants have cured sufficiently to allow A/E to perform a minimum of three (3) pull tests, at locations selected by A/E.

B. In the event that pull test results are not satisfactory, Contractor shall remove and replace failed sealants as directed by A/E, at no additional cost to Owner.

END OF SECTION

SECTION 15000 INCIDENTAL MECHANICAL WORK

PART 1 - GENERAL

1.01 DESCRIPTION

For those Projects requiring incidental Mechanical Work; includes installation of temporary mechanical work, disconnects, reconnects, and other incidental mechanical, and plumbing work, not specified herein but necessary for the successful execution of the Work as set forth in the Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIAL AND WORKMANSHIP

A. All materials and equipment required shall be:

4. Installed by mechanics skilled in their trades, working under the direct supervision of competent experienced foremen or superintendents.
5. Installed in compliance with all applicable Occupational Safety and Health Administration Rules and Regulations.
6. Installed in compliance with all applicable local, Ventilating, Air Conditioning, and Plumbing Codes.

B. Prior to conducting any mechanical work, perform a complete survey of all roof top mechanical equipment with the Owner's representative to verify the functional condition of the equipment. Document the survey in writing, signed by the Owner's representative and the Contractor. Provide a copy to the Roof Consultant.

2.2 TIMELY PLACEMENT OF MATERIALS AND EQUIPMENT

A. Install items specified in Paragraph 2.1 of this Section at the proper time during progress of construction. Coordinate work operations with other trades as necessary.

PART 3 - EXECUTION

3.01 GENERAL

A. Install temporary mechanical work necessary to comply with the work of other Sections.

B. Remove temporary mechanical work necessary to comply with other Sections at completion of Project and correct any damage to property.

C. At the end of the Project, any non-functional mechanical equipment (not noted on the survey list) will be the responsibility of the Contractor to restore to functional working order.

END OF SECTION

SECTION 16010 INCIDENTAL ELECTRICAL WORK

PART 1 - GENERAL

1.01 DESCRIPTION

A. For those Projects requiring incidental Electrical Work: Included installation of temporary power, disconnects, reconnects, lightning arrestor systems, and other incidental electrical work necessary to perform the Work of the Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP

A. All materials and equipment required shall be:

5. Approved by Underwriters Laboratories and so labeled.

6. For wire and cable, marked as required by Article 310-1- National Electrical Code.

7. Installed by mechanics skilled in their trades, working under the direct supervision of competent experience foremen or superintendents.

8. Installed in compliance with all applicable Occupational Safety and Health Administration and applicable local electrical codes.

B. Prior to conducting any electrical work, perform a complete survey of all roof top electrical lines and service with the Owner's representative to verify the functional condition of the electrical service. Document the survey in writing, signed by the Owner's representative and the Contractor. Provide a copy to the Roof Consultant.

2.2 TIMELY PLACEMENT OF MATERIALS AND EQUIPMENT

A. Install items specified in Paragraph 2.01 of this Section at the proper time during progress of construction. Coordinate work operations with other trades as necessary.

PART 3 - EXECUTION

3.01 GENERAL

A. Provide temporary electrical power as required to perform the Work of the Contract Documents.

B. Remove all temporary electrical items at completion of Project and correct any damage to property.

C. At the end of the Project, any non-functional electrical service (not noted on the survey list) will be the responsibility of the Contractor to restore to functional working order.

END OF SECTION

SECTION 16670 LIGHTNING PROTECTION SYSTEM FOR REROOFING STRUCTURES

PART I. GENERAL

1.01 Objective: To provide safety for the building and occupants by preventing damage to building structure caused by lightning.

1.02 Standards: The following specifications and standards of the latest issue form a part of this specification:

(1) Lightning Protection Institute Installation Standard, LPI 175
(2) National Fire Protection Association Lightning Protection Standard, NFPA 780
(3) Underwriters Laboratories, Inc. Installation Requirements, UL96A

1.03 System Design: The work covered by this section of the specifications consists of furnishing all labor, materials, and items of service required for the completion of a functional and unobtrusive lightning protection system as approved by the architect, engineer, and in strict accordance with this section of the specifications and the applicable contract drawings.

If any departure from the contract drawings or submittal drawings covered below are deemed necessary by the Contractor, details of such departures and reasons therefore shall be submitted as soon as practical to the architect/engineer for approval.

1.04 Submittals: Complete catalog cut sheets showing the type, and size of all conductors, through roof/through wall assemblies, roof conductors, and air terminals shall be submitted to the architect and engineer for approval.

1.05 Quality Assurance: The lightning protection system shall conform to the requirements and standards for lightning protection systems of the LPI, UL, and NFPA. Upon completion, a certification letter and warranty by the installation company will be delivered to the owner. The certification letter and warranty ensures the system has been installed by a company who employs LPI certified Master Designers and Installers and the building structure is protected by a lightning protection system meeting current standards. The lightning protection contractor is required to provide a LPI Master Certification, LPI Re-conditioned Certification or LPI Limited Scope Report from Lightning Protection Institute – Inspection Program (LPI-IP), depending on the lightning protection scope of work.

PART II. PRODUCTS

2.01 Standard: The system to be furnished under this specification shall be the standard product of manufacturers regularly engaged in the production of lightning protection equipment and shall be the manufacturer's latest approved design. The equipment shall be UL listed and properly UL labeled.

2.02 The lightning protection contractor will be required to remove the existing lightning protection system and will reinstall any salvageable and new lightning protection components. During the lightning protection removal, the removed equipment must be deemed acceptable to suit the application where it is used in accordance with accepted industry standards and LPI, UL, and NFPA standard requirements, in order for the equipment to be utilized for the reinstallation process.

QUALIFIED MANUFACTURERS: (1) Advanced Lightning Technology

(2) East Coast Lightning Equipment

2.03 Lightning Protection Equipment: All materials shall be copper and bronze and of the size, weight, and construction to suit the application and used in accordance with LPI, UL, and NFPA code requirements. Class I sized components may be utilized on roof levels 75 feet and below in height. Class II sized components are required for roof levels over 75 feet in height. Bolt type connectors and splicers shall be utilized on Class I and Class II structures. Pressure squeeze clamps are not acceptable. All mounting hardware shall be stainless steel to prevent corrosion.

2.04 Aluminum Components: Aluminum materials may not be used except on roofs that utilize aluminum, galvalume or galvanized metal roofing components. On aluminum, galvalume or galvanized metal roofs or where aluminum, galvalume or galvanized metal parapet caps exist, the entire roof lightning protection equipment shall utilize aluminum components to insure compatibility. However, the down leads and grounding are to utilize copper with the bimetal transition occurring at the through roof assembly with an approved bimetal through roof assembly.

2.05 Surge Protection Devices: A surge protection device at the main electrical service entrance is required by lightning protection standards. The surge protection device must comply with UL Standard 1449 as a Type 1 or Type 2 lightning rated unit of 20kA or more. It shall be the responsibility of the Electrical Contractor to install or verify that a surge protection device is installed on the main electrical service.

PART III. EXECUTION

3.01.1 Installation: The installation shall be accomplished by an experienced installation company that is UL listed,

A member of the Lightning Protection Institute (LPI) and an employer of LPI Certified Master Installers of lightning protection systems and UL listed. A Certified Master Installer shall supervise the work.All equipment shall be installed in a neat, workmanlike manner. The system shall consist of a complete conductor network at the roof and include air terminals, connectors, splicers, bonds, copper down leads, and proper ground terminals. Copper down lead conductors shall be utilized even when aluminum is required on the roof. Down lead conductors in conduit shall not be brought directly through the roof. Through roof assemblies with solid brass or stainless steel rods shall be utilized for this purpose. Structural steel may be utilized in the installation as outlined by UL, NFPA, and LPI.

3.01.2 Coordination: The lightning protection installer will work with other trades to insure a correct, neat and Unobtrusive installation. The roofing contractor will be responsible for sealing and flashing all lightning protection roof penetrations as per the roof manufacturer's recommendations. However, the lightning protection contractor will be required to coordinate locations of through roofs as required. The lightning protection contractor will be required to remove the existing lightning protection system and will reinstall any salvageable and new lightning protection components.

The lightning protection contractor shall use a compatible adhesive to adhere lightning protection components to the roof when required. The lightning protection contractor shall furnish and install the adhesive and obtain an approval of the compatible adhesive from the roof manufacturer/contractor prior to the installation. Should the roofing contractor/manufacturer require any special walk pads, membrane patches, pavers, etc. under the components of the lightning protection system, it shall be the responsibility of the roofing contractor to furnish and install such items. The lightning protection installer shall be responsible for marking the roof with all conductor and/or pad locations.

It shall be the responsibility of the lightning protection installer to assure a sound bond to the main water service and to assure interconnection with other ground systems.

3.02 Completion: Upon completion of the installation, the lightning protection installer shall conform to the Requirements and standards for lightning protection systems of the LPI, UL, and NFPA. Upon completion the following certifications shall be delivered to the owner; a certification letter and warranty by the installation company, and a LPI

Master Certification, LPI Re-conditioned Certification or LPI Limited Scope Report from Lightning Protection Institute – Inspection Program (LPI-IP), depending on the lightning protection scope of work.

NOTE: FOR PROJECT CLARIFICATION, USE ONE PARAGRAPH OF PART IV IF PROJECT CONNECTS TO AN EXISTING STRUCTURE.

PART IV. CLARIFICATION

4.01 Clarification: This specification recognizes that additions that are attached to a structure which does not fully comply with current lightning protection standards. Therefore, all attached structures shall be reviewed for compliance. The attached structure(s) not fully complying because of damaged systems, missing systems or improperly installed systems shall be fully protected and/or repaired in order to obtain all completion certifications and warranties for the owner.

4.02 Clarification: This specification recognizes additions that are attached to a structure may not fully comply with current lightning protection standards. Therefore, lightning protection shall be provided for new buildings only. Upon completion of the installation, the installer shall furnish a completion certificate and warranty for the new addition only. In addition, a written report of findings and change request will be given on attached structure(s) in order for the facility to comply with current lightning protection standards. If no work is necessary, the completion certifications and warranties shall be provided for the entire structure.

NOTE: SPECIFYING PERSONNEL SHOULD USE ONLY ONE PARAGRAPH 4.01 IN ORDER TO CLARIFY PROJECT REQUIREMENTS AT BID TIME. IF, THE PROJECT IS NOT ATTACHED TO EXISTING STRUCTURE (S), DELETE PART IV.

NOTE: LIGHTNING PROTECTION PENETRATIONS AND/OR ATTACHMENT PROCEDURES SHOULD BE ADDRESSED IN THE ROOFING SECTION OF THE SPECIFICATIONS.

Bid 1712-207
Williamson County, Texas

ROOF IMPROVEMENTS-2016
WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE
508 ROCK STREET
GEORGETOWN, TEXAS 78626



VICINITY MAP
Source: Google Maps (No Scale)



AERIAL PHOTO
Source: Google Earth Pro (No Scale)

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R-2.0		ROOF PLAN
R-3.0		ROOF DETAILS
R-3.1		ROOF DETAILS
R-3.2		CROSSOVER DETAIL

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ROOF IMPROVEMENTS - 2016
WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE
508 ROCK STREET
GEORGETOWN, TEXAS 78626

REVISIONS

REGISTERED ARCHITECT DON HURST 12057 STATE OF TEXAS
12/01/16

DATE 12/01/16
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Bid 1712-207

Williamson County, Texas

GENERAL NOTES

1. READ THE PROJECT MANUAL.

2. VERIFY ALL DIMENSIONS AND COORDINATE ALL DRAWINGS WITH ACTUAL FIELD CONDITIONS PRIOR TO BIDDING ON THE PROJECT. NOTIFY ROOF CONSULTANT OF ANY DISCREPANCIES PRIOR TO BIDDING.

3. COMPLY WITH THE CURRENT EDITION OF THE APPLICABLE BUILDING, PLUMBING, ELECTRIC OR FIRE CODES, OR OTHER LOCAL APPLICABLE CODE, WHICHEVER IS THE MORE STRINGENT.

4. FASTENING OR ATTACHMENT OF WOOD BLOCKING, NAILERS, STEEL ANGLES, DECKING AND SHEET METAL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS FOR THE LATEST EDITION OF FACTORY MUTUAL BULLETIN 1-49.

5. ALL WOOD BLOCKING AND LUMBER SHALL BE KILN-DRIED AFTER TREATMENT (KDAT) AND SHALL BE SCREWED TO ANCHORING SUBSTRATE. STAGGER JOINTS WHEN STACKING LUMBER IN MULTIPLE LAYERS.

6. INSTALL A 1/2" PER FOOT MINIMUM BEVELED OR SLOPED KDAT WOOD SURFACE TO THE TOP OF COPINGS AND EXPANSION JOINTS FOR DRAINAGE. SLOPE THE TOP OF THE COPING TOWARDS THE ROOF SIDE OF THE BUILDING.

7. USE HOT DIPPED GALVANIZED FASTENERS FOR TREATED LUMBER, UNLESS SPECIFIED OTHERWISE.

8. FURNISH AND INSTALL PLYWOOD IN ACCORDANCE WITH THE AMERICAN PLYWOOD ASSOCIATION.

9. SHEET METAL WORK SHALL COMPLY WITH SMACNA.

10. PROVIDE CONTINUOUS 22 GA. GALVANIZED STEEL CLEATS WITH FASTENERS SPACED 8" O.C. AT ALL SHEET METAL GRAVEL GUARD, FASCIA AND COPING. FOR METALS OTHER THAN GALVANIZED STEEL, INSTALL CONTINUOUS CLEAT ONE GAUGE HEAVIER THAN SHEET METAL COMPONENT BEING ATTACHED. STAGGER CLEAT JOINTS FROM JOINTS OF ATTACHED COMPONENTS.

11. PROVIDE BACK-UP PLATES AND COVER PLATES AT ALL GRAVEL GUARD/FASCIA JOINTS.

12. PROVIDE CONTINUOUS WATERPROOFING MEMBRANE BETWEEN SHEET METAL AND TREATED LUMBER.

13. HEM ALL EXPOSED SHEET METAL EDGES A MINIMUM OF ½".

14. PROVIDE SHEET METAL COMPONENT CORNERS, INTERSECTIONS, AND TERMINATIONS WITH JOINTS SPACED A MINIMUM OF 18" IN EITHER DIRECTION.

15. SOLDER ALL VERTICAL GALVANIZED STEEL SHEET METAL JOINTS, EXCEPT FOR PRE-FINISHED GALVANIZED STEEL. POP-RIVET AND SEAL ALL VERTICAL JOINTS OF PRE-FINISHED GALVANIZED STEEL.

16. DO NOT INSTALL WATER DISCHARGE POINTS OVER DOORS, WINDOWS OR SIDEWALKS. IF THE DRAWINGS CONFLICT WITH THE ABOVE REQUIREMENT, CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ROOF CONSULTANT FOR DIRECTION PRIOR TO INSTALLING.

17. PROVIDE TAPERED CRICKETS ON THE UP-SLOPE SIDE OF ALL CURBS WIDER THAN 18" PERPENDICULAR TO THE ROOF SLOPE DIRECTION.

18. MINIMUM INSULATION THICKNESS IS 1.5", UNLESS OTHERWISE SPECIFIED OR SHOWN IN DRAWINGS.

19. PROVIDE A MINIMUM BASE FLASHING HEIGHT OF 8" ABOVE THE PLANE OF THE FINISHED ROOF FOR ALL CURBS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING IF GREATER THAN 8" BASE FLASHING HEIGHT IS SPECIFIED OR SHOWN IN DRAWINGS.

20. PROVIDE TWO-PIECE COUNTERFLASHING AND RECEIVER FOR ALL ROOFTOP EQUIPMENT CURBS.

21. PROVIDE WOOD BLOCKING BENEATH ALL EMBEDDED METAL FLASHINGS. WOOD BLOCKING SHALL EXTEND A MINIMUM OF 1-1/2" PAST THE METAL FLANGE OF THE FLASHING.

GENERAL NOTES FOR MECHANICAL ROOF PENETRATIONS:

1. INSTALL MECHANICAL EQUIPMENT OR ACCESSORY CURBS TO BEAR ON STRUCTURAL ROOF DECK. ALL ROOFTOP MEP EQUIPMENT SHALL BE SUPPORTED BY KDAT WOOD CURBS WITH MINIMUM 8" BASE FLASHING HEIGHT.

2. INSTALL MECHANICAL EQUIPMENT CURB BASE FLASHING AND SHEET METAL COUNTERFLASHING PRIOR TO SETTING EQUIPMENT ON CURB. PROVIDE MINIMUM 1" CLEARANCE BETWEEN OUTSIDE SURFACE OF CURB AND INSIDE SURFACE OF EQUIPMENT FLANGE. DO NOT INSTALL EQUIPMENT PRIOR TO OBSERVATION AND ACCEPTANCE BY ROOF CONSULTANT.

3. SCOPE OF WORK FOR RAISING MECHANICAL EQUIPMENT CURBS TO SPECIFIED HEIGHTS INCLUDES MODIFYING ALL MECHANICAL, ELECTRICAL AND PLUMBING ASSOCIATED WITH THE EQUIPMENT FOR A COMPLETE OPERATIONAL ASSEMBLY THAT MEETS CURRENT CODE REQUIREMENTS. WORK SHALL BE PERFORMED BY LICENSED INSTALLERS FOR THE APPLICABLE TRADE.

4. SUPPORT ALL ROOF MOUNTED PIPING AND CONDUIT WITH SPECIFIED PIPE HANGERS OR APPROVED EQUIVALENT, SPACED MAXIMUM 10 FEET O.C. COMPLY WITH MANUFACTURER'S INSTALLATION REQUIREMENTS. SUPPORT PIPE AND CONDUIT SO THAT BOTTOM ELEVATION OF PIPE OR CONDUIT IS A MINIMUM OF 6" ABOVE THE PLANE OF THE FINISHED ROOF.

GENERAL SCOPE OF WORK, ROOF SURFACES A, B, C:
Note: the below list is intended as a general description. Contractor shall refer to all drawings and specifications for scope items not listed below.

A. BASE AND ALTERNATE BIDS -GRAVEL SURFACED ROOFS (AREAS A, B, C AS INDICATED IN PROJECT DRAWINGS): SCOPE OF WORK COVERED BY THE CONTRACT DOCUMENTS INCLUDES THE FOLLOWING ROOF IMPROVEMENTS AT THE PROJECT:

1. VACUUM AND DISPOSE EXISTING LOOSE GRAVEL FROM THE MULTI-PLY BUILT-UP ROOF MEMBRANE.

2. IDENTIFY AND REPLACE ANY WET INSULATION MATERIAL ON A PER-UNIT COST BASIS AS SPECIFIED.

3. FURNISH AND FULLY ADHERE TWO (2) LAYERS 1.5" POLYISOCYANURATE (ISO) INSULATION.

4. FURNISH AND FULLY ADHERE ONE (1) LAYER ½" HIGH DENSITY ISO INSULATION.

5. FURNISH AND FULLY ADHERE 60-MIL TPO ROOF MEMBRANE AND ASSOCIATED FLASHINGS.

6. ROOF SYSTEM SHALL BE U.L. CLASS A FIRE-RATED, AND SHALL QUALIFY FOR THE ROOF MEMBRANE MANUFACTURER'S 20-YEAR NO DOLLAR LIMIT (NDL) GUARANTEE.

7. INSTALL NEW RETROFIT PRIMARY AND OVERFLOW ROOF DRAINS.

8. INSTALL NEW 24-GUAGE TPO COATED METAL SCUPPERS.

9. INSTALL WOOD NAILERS OVER THE EXISTING STONE COPING AT THE PARAPET WALLS AND INSTALL NEW SHEET METAL COPING CAP SYSTEM AS SPECIFIED.

10. JOINT SEALANTS:
BASE BID: REPLACE CONTROL JOINT MASONRY SEALANTS AT ALL EXTERIOR WALLS
ALTERNATE BID: REPLACE CONTROL JOINT MASONRY SEALANTS AT ALL INTERIOR WALLS OF RECREATION AREA

11. COORDINATE WITH LIGHTNING PROTECTION COMPANY THE DIS-CONNECT, RE-CONNECT AND RE-CERTIFICATION OF THE EXISTING LIGHTNING ARRESTOR SYSTEM.

JIM WHITTEN ROOF CONSULTANTS, LLC + TEJAS DESIGN, LLC
P. O. BOX 200925
AUSTIN, TEXAS 78720
PHONE: (512) 250-0999 FAX: (512) 250-9711

ROOF IMPROVEMENTS - 2016

WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE
508 ROCK STREET
GEORGETOWN, TEXAS 78626

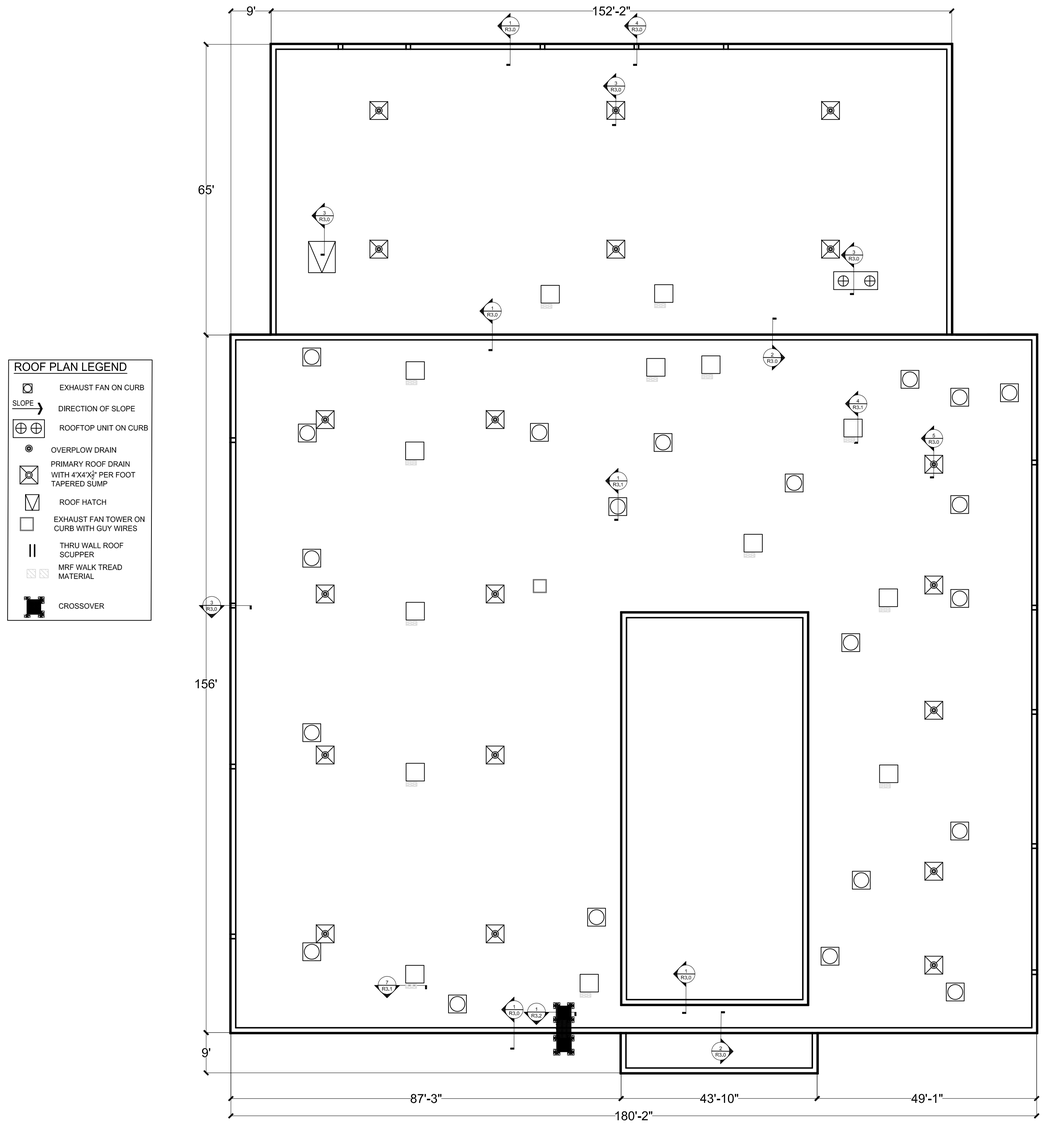
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DATE 12/01/16
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Bid 1712-207
Williamson County, Texas



1 WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE ROOF PLAN

SCALE: 1/16"=1'-0"

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ROOF IMPROVEMENTS - 2016

WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE
508 ROCK STREET
GEORGETOWN, TEXAS 78626

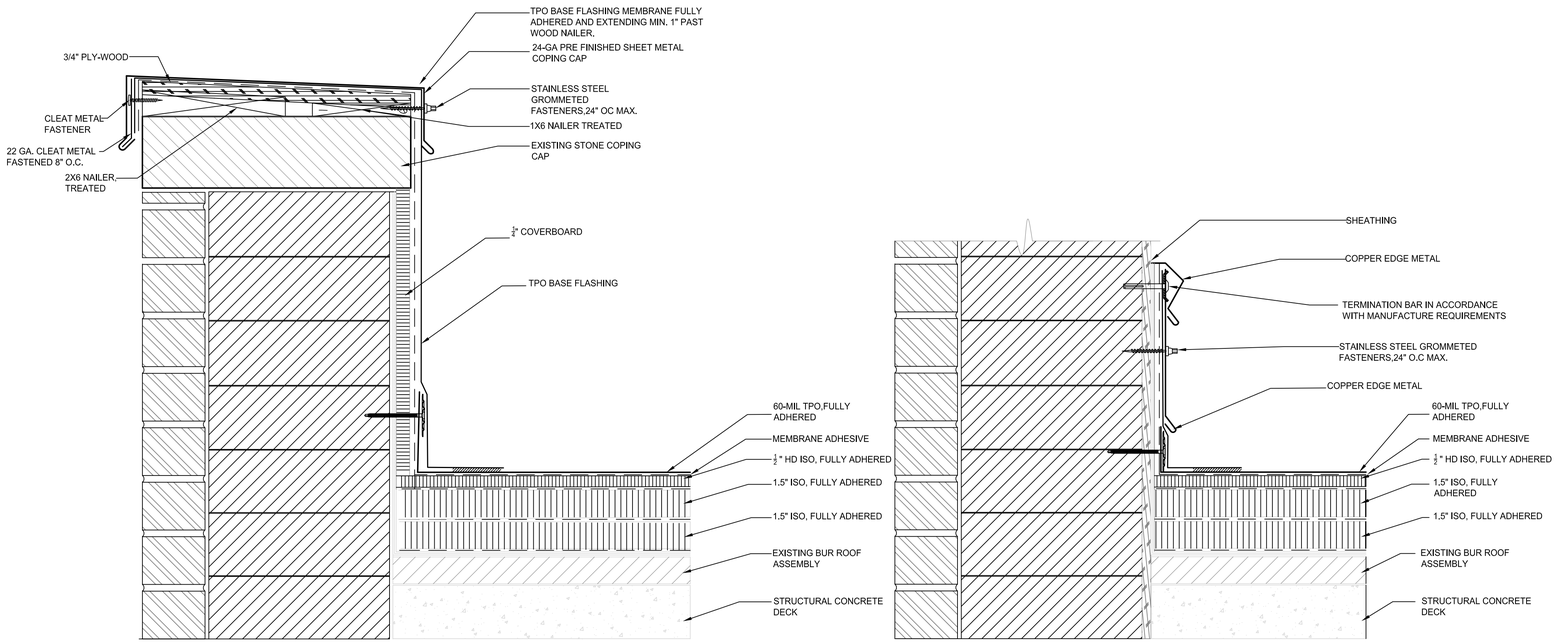
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REGISTERED ARCHITECT DON HURST 12057 STATE OF TEXAS
12/01/16

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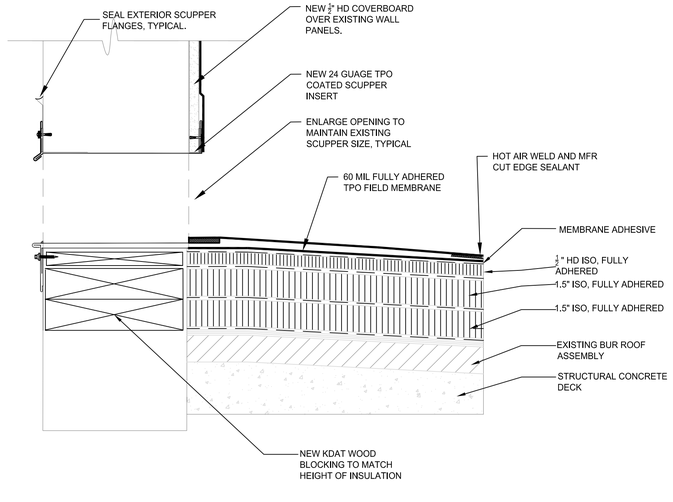
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Bid 1712-207
Williamson County, Texas
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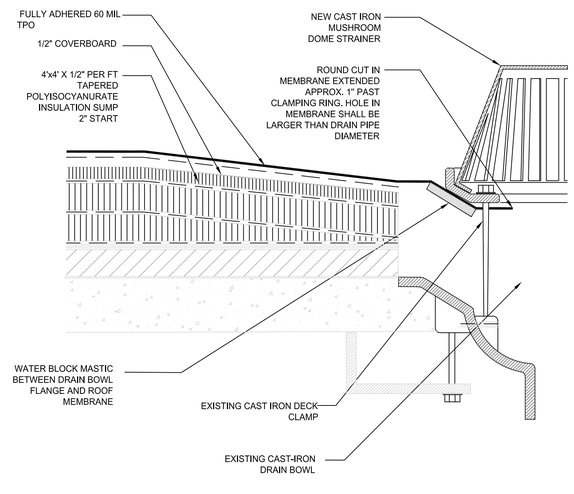


1 EXISTING ROOF ASSEMBLY
SCALE: 3"=1'-0"

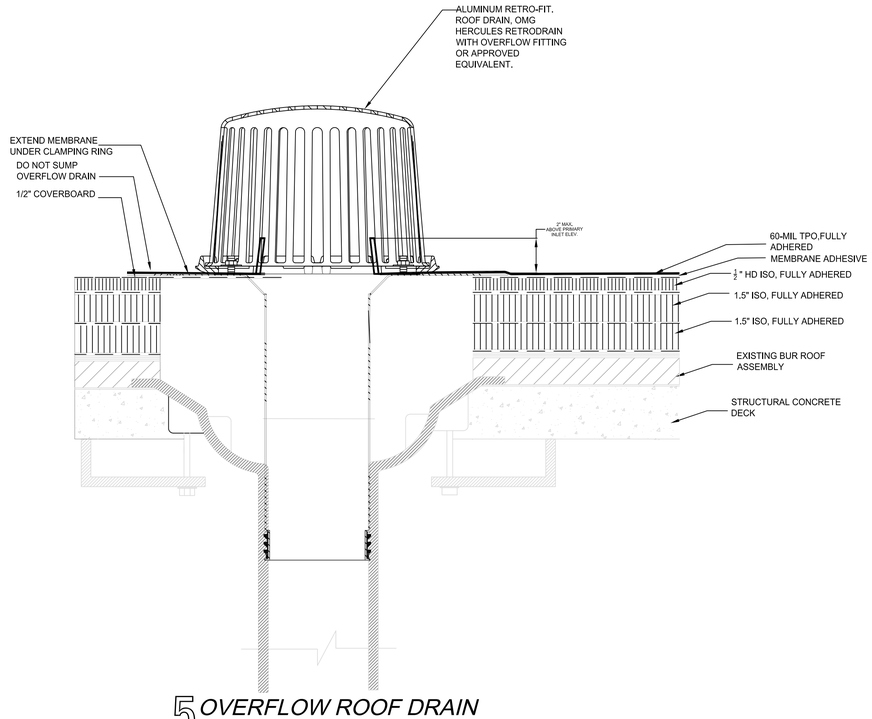
2 FLASHING DETAIL AT PENTHOUSE WALLS
SCALE: 3"=1'-0"



3 THRU WALL ROOF SCUPPER
SCALE: NTS



4 SUMPED ROOF DRAIN
SCALE: NTS



5 OVERFLOW ROOF DRAIN
SCALE: NTS

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ROOF IMPROVEMENTS - 2016
WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE
508 ROCK STREET
GEORGETOWN, TEXAS 78626

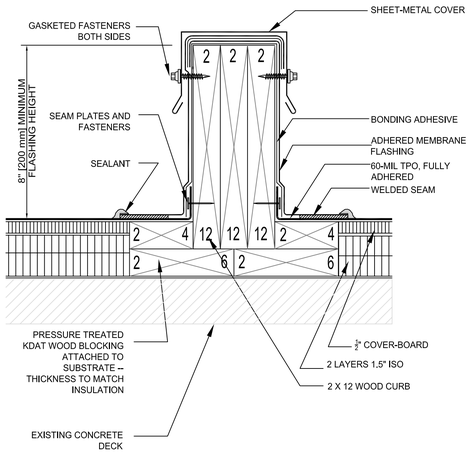
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REGISTERED ARCHITECT DON HURST STATE OF TEXAS 12057
12/01/16

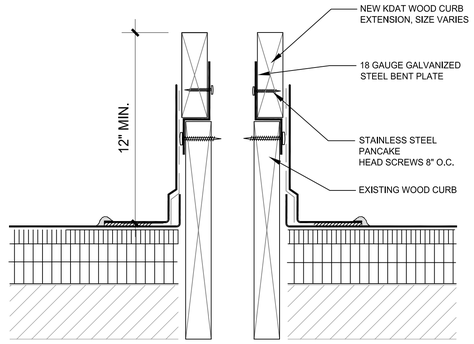
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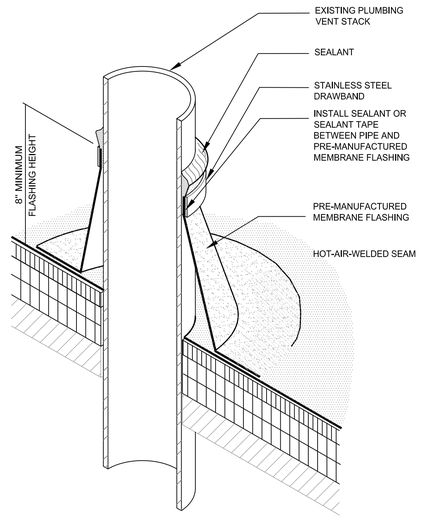
Bid 1712-207
Williamson County, Texas
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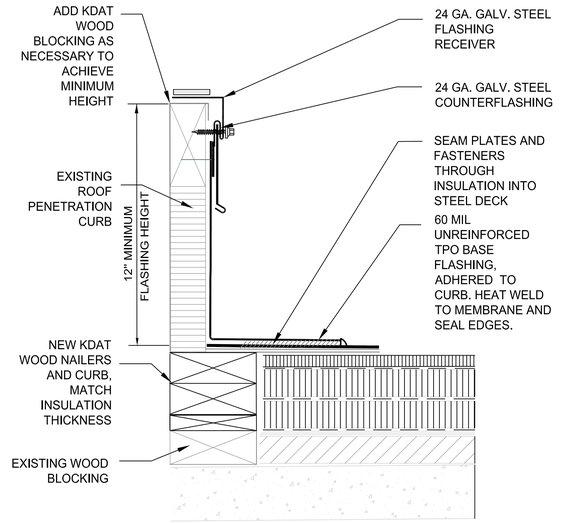
1 LIGHTWEIGHT EQUIPMENT SUPPORT CURB
SCALE: 3"= 1'



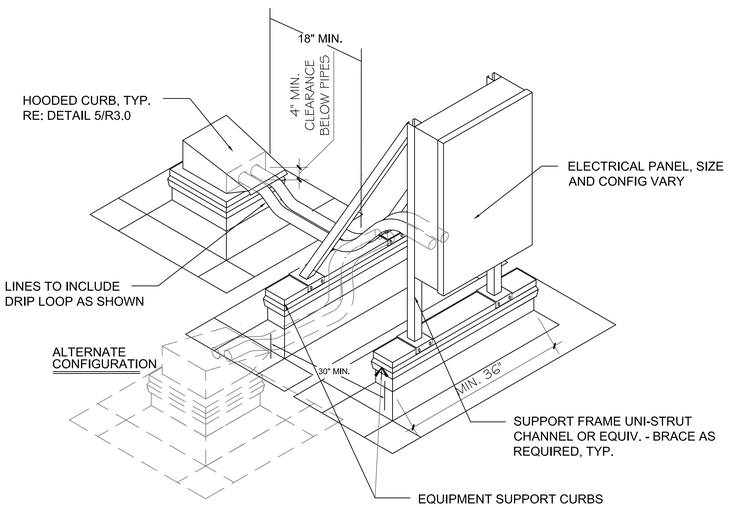
2 EXISTING CURBS - CURB EXTENSION
SCALE: 3"= 1'



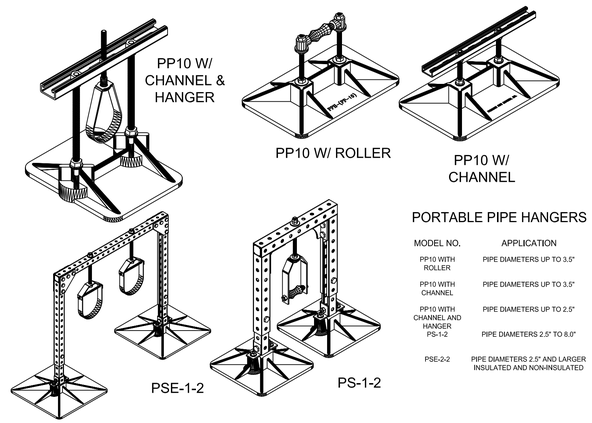
3 PRE-MFD PLUMBING VENT FLASHING
SCALE: 3"= 1'



4 EXISTING EQUIPMENT CURB FLASING
SCALE: N.T.S



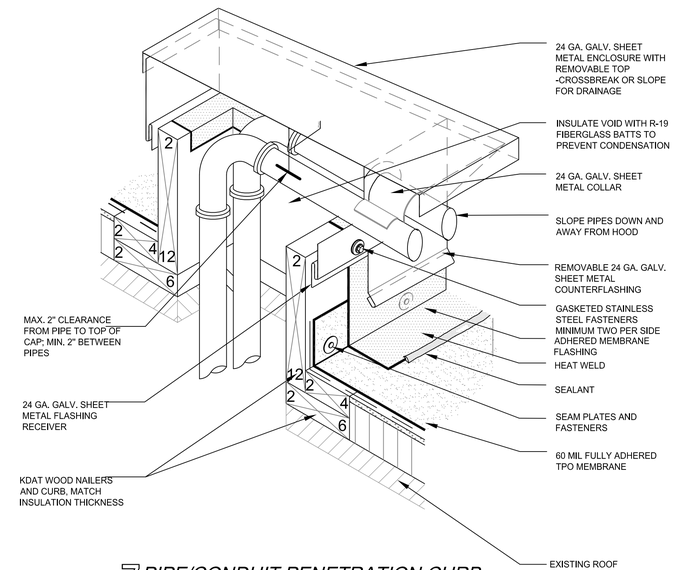
5 ELETRICAL DISCONNECT CURB FLASHING
SCALE: N.T.S.



PORTABLE PIPE HANGERS

MODEL NO.	APPLICATION
PP10 WITH ROLLER	PIPE DIAMETERS UP TO 3.5"
PP10 WITH CHANNEL	PIPE DIAMETERS UP TO 3.5"
PP10 WITH CHANNEL AND HANGER PS-1-2	PIPE DIAMETERS UP TO 2.5"
	PIPE DIAMETERS 2.5" TO 8.0"
PSE-2-2	PIPE DIAMETERS 2.5" AND LARGER INSULATED AND NON-INSULATED

6 ROOFTOP PIPE SUPPORTS
SCALE: N.T.S.



7 PIPE/CONDUIT PENETRATION CURB
SCALE: N.T.S.

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WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE
508 ROCK STREET
GEORGETOWN, TEXAS 78626

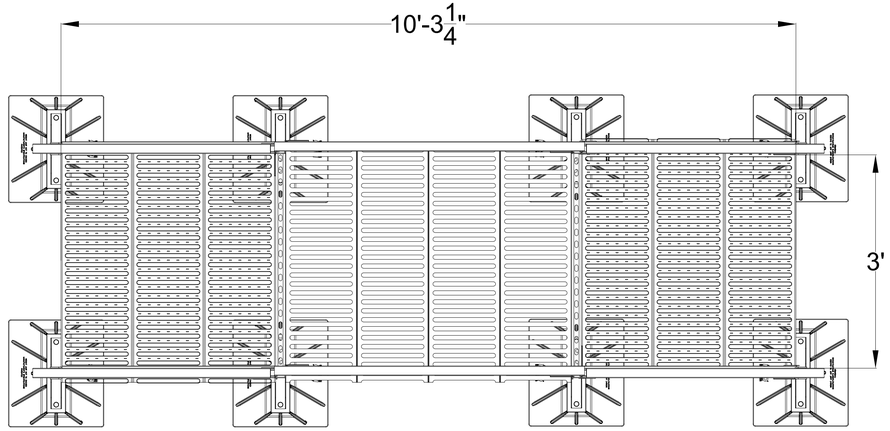
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12/01/16

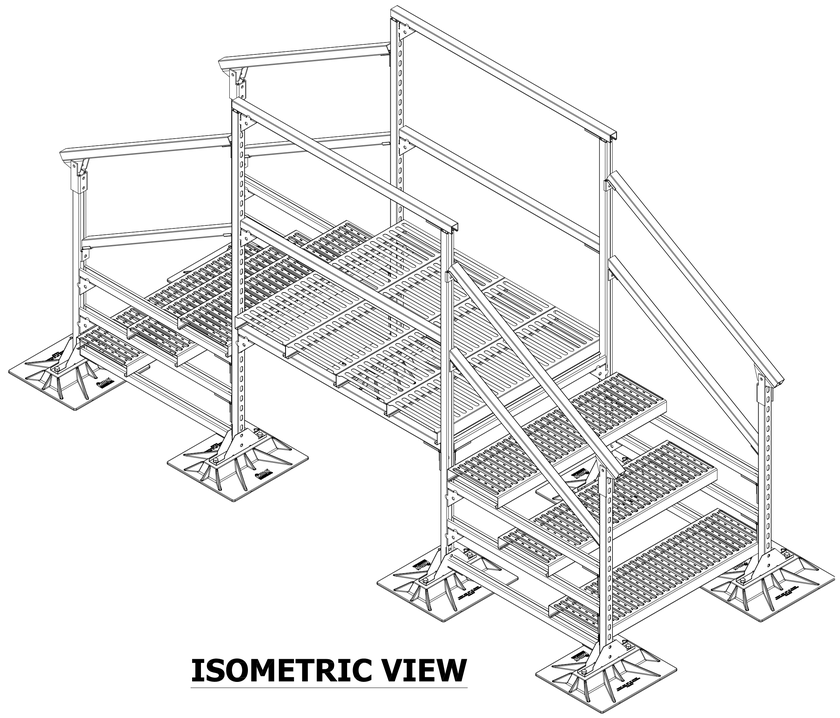
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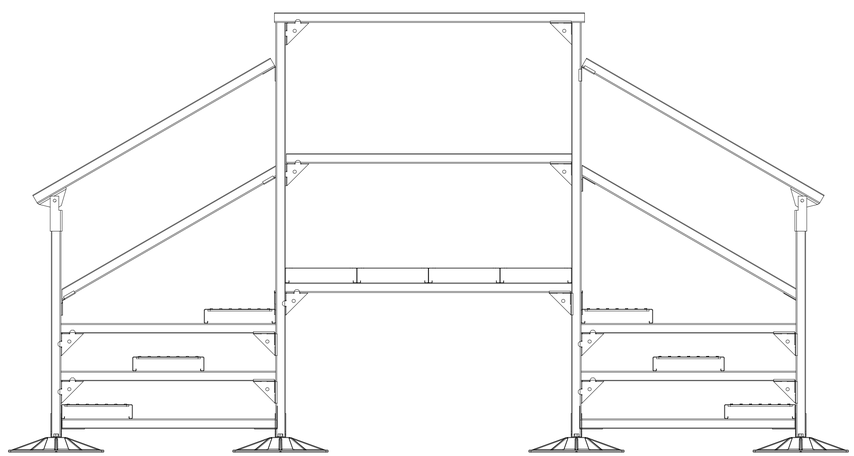
Bid 1712-207
Williamson County, Texas



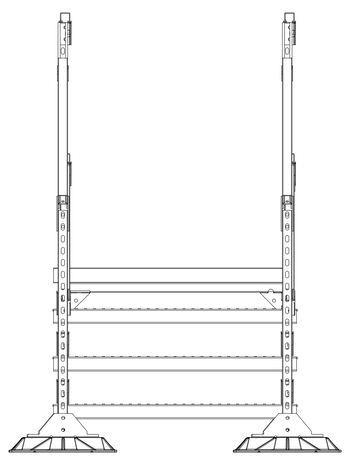
TOP VIEW



ISOMETRIC VIEW



SIDE VIEW



END VIEW

1 *CROSSOVER*
SCALE: 1"=1'-0"

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ROOF IMPROVEMENTS - 2016

WILLIAMSON COUNTY JAIL AND SHERIFF'S OFFICE
508 ROCK STREET
GEORGETOWN, TEXAS 78626

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DON HURST
12057
STATE OF TEXAS
12/01/16

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PROPOSAL COST BREAKDOWN

ROOF IMPROVEMENTS
WILLIAMSON COUNTY
JAIL / SHERIFF'S OFFICE
508 ROCK ST GEORGETOWN, TEXAS

Please complete all section below:

NO.	ITEM	DESCRIPTION	Total Costs
1.0	**SHERIFF'S OFFICE/JAIL**		
1.1	**Total Costs for roof improvements per specifications for Sheriff's Office/Jail Facility (See 2.3 and 2.4 for separate pricing element)**	**Per all specifications provided by Jim Whitten Roof Consultants**	$
1.2	**Contingency Fee for Sheriff's Office/Jail**		$ 10,000
1.3	**Additional costs for Sheriff's Office roof improvements: Lightning Arrestor System**		$
1.4	**Additional costs for Sheriff's Office roof improvements: Joint sealants, exterior walls**		$
1.5	**Sub-Total for all costs for Sheriff's Office roof improvements, per specifications**	Cost to include any and all labor, materials, equipment, insurance, bonds administration, overhead and other expenditures.	$
2.0	**TOTAL PROPOSAL COSTS**	**TOTAL PROPOSAL COSTS**	**$**
3.0	**Optional/Alternative Costs: joint Sealants, interior walls, recreational center**	Reference Summary of Work, Specifications Section 1.2D (10) for alternative bid items to be priced out separately (Sheriff's Office roofing improvements)	
4.0	Payment and Performance Bonds	**Cost as a percentage of Contract Cost _____%**	

6.0. **Unit Prices**: A unit price is a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit. Bidder to round off Unit Prices to the nearest dollar (**no cents**).

(a)	Pressure treated lumber, nominal 2x6, per linear foot:	$
(b)	Metal decking, 22 ga. per square foot:	$
(c)	Lightweight insulation Fill, 2" depth, per sq. ft.	$
(d)	Wall Joint Backer Rod and Sealant, per linear foot	$
(e)	Misc. Work on a Time/Material Basis:	
	(1.) Lead man and Helper, per hour:	$
	(2.) Mark-up for material, percentage:	%
(f)	Base Bids include 10 lf of manufacturer's walk tread for each roof top HVAC Unit. Additional walk tread per lf.	$

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

The **Owner**: Williamson County
710 Main Street, Ste. 101
Georgetown, Texas 78626

and **Contractor** _____
_____
_____

for the **Project**: _____
_____
_____

Architect: _____
_____
_____

AGREEMENT, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and _____ (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the _____ (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will 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, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Architect. The Contractor shall do everything required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following, which are incorporated by reference for all purposes:

a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
b. The Uniform General Conditions for Williamson County ("General Conditions");
c. The Supplementary or Special Conditions, if any;
d. All Addenda issued prior to the Effective Date of this Agreement;
e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
f. All Change Orders issued after the Effective Date of this Agreement;
g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
h. The Drawings, Specifications, details and other documents developed by Architect to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

2.2 The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

2.3 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 CONTRACT TIME

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within _____ (_____) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within _____ (_____) calendar days of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 4 CONTRACTOR REPRESENTATIONS

4.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

B. 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, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY

5.1 Contract Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **$**_____

5.2 Contract Payments. Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

5.3 Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

$_____

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

5.4 Allowable Overhead and Profit Markup on Changes in the Work. In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change.

b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6 TIME

6.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

6.2 Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

6.3 Liquidated Damages. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

Five Hundred Dollars per calendar day ($500.00/calendar day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

ARTICLE 7 NOTICES

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner:

Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to:

Hal C. Hawes
General Counsel to the
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor:

_____
_____
_____ _____

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 8 PARTY REPRESENTATIVES

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

_____
_____
_____
Phone (512) _____
Fax (512) _____

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

_____
_____
_____
Phone (512) _____
Fax (512) _____

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

ARTICLE 9 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contact Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

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 below (the "Effective Date").

WILLIAMSON COUNTY Williamson County, Texas,	_____, a Texas _____,
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____ ____, 20____	Date: _____ ____, 20____

EXHIBIT 1

Minimum Insurance Coverages
and
Minimum Coverage Amounts

A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.

B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages 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 Owner.

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

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

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

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

5. Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall 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. This 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, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, 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 section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

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

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

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

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) 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.
(2) 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.
(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(4) 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.

b. 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.
c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, 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.
d. 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.
e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

    (1) 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
    (2) 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.

f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
g. 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.
h. 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.

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

    (1) 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;

(2) 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;
(3) 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;
(4) obtain from each other person with whom it contracts, and provide to the Contractor:

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

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(6) 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
(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

j. By signing the Agreement Between Owner and Contractor 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.
k. 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 Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

D. If insurance policies are not written for the amounts specified in this Exhibit, 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.

E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, 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.

F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. 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.

UNIFORM GENERAL CONDITIONS
FOR WILLIAMSON COUNTY

TABLE OF ARTICLES

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2 OWNER
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement 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 THE 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 THE 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.§1.1.10 PRODUCT: Materials, systems, and equipment incorporated or to be incorporated in the Work.

§1.1.9 PROVIDE: Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services and other items required to complete the referenced tasks.

§1.1.02 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.

§ 1.1.11 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 Section 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.

§ 1.2.3.1 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.

§ 1.2.3.2 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 Agreement, 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-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 (i) granted in the Contract Documents, (ii) at law, or (iii) 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 Article 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 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 Agreement 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 this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Agreement 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 Agreement, 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 shall be solely 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 3.2.1.

§ 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 Section 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 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 Agreement. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of this Agreement 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 Sections 3.2.2 or 3.2.3, 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. 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 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.

§ 3.4.1.1 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" provided by the Owner. 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.

.1 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 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.

.2 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.

§ 3.4.1.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with Chapter 2258, Texas Government Code. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's 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.

§ 3.4.1.3 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 thereto pursuant to §3.4.1.2. 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.

§ 3.4.1.4 Complaints of Violations of Prevailing Wage Rates. Within 31 days of receipt of information concerning a violation of Chapter 2258 of the Texas Government Code, 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.

§ 3.4.1.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have 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. It the Contractor or Subcontractor and affected worker do not agree before the 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 10 days after the expiration of the 15 days referred to above, to agree on an arbitrator; if by the 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.

§ 3.4.1.6 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 Article 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.

§ 3.4.1.7 Prevailing Wage Retainage. Money retained pursuant to this Article 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 $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 §§3.4.2 and 3.4.3.

§ 3.4.1.8 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 Article 3.4.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with Sections 3.12.8 or 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:

§ 3.4.2.1 The Contractor must submit to the Architect and the Owner (i) 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; (ii) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (iii) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (v) 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.

§ 3.5.1.1 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 Agreement 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 21 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 Section 3.8.2.1 and (2) changes in Contractor's costs under Section 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 14 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 14 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 Agreement, 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 (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) 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 section 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, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) 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 Section 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 Section 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 AGREEMENT, 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 AGREEMENT. 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 (I) 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, (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (III) 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 Agreement 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.

§ 4.2 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 Section 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 Sections 13.5.2 and 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 of these General Conditions. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 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 Agreements. 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:

(A) 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

(B) the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

§ 5.2.1.1 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 Manger, 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 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 This 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 30 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 Agreement.

§ 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, separate contractors as provided in Section 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.

§ 6.3 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 Section 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 Section 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 Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 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 Section 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 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract and are a material element of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect and Owner determines may justify delay, then the Contract Time shall be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, and (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding anything contained in the Contract Documents to the contrary, the Contractor's sole remedy for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims (collectively referred in this Subparagraph 8.3.3 as "Delay or Delays"), whether or not such Delays are foreseeable, shall be an extension of time in which to complete the Work. In no event shall the Contractor be entitled to any other compensation or recovery of any damages, costs, or attorneys' fees, caused by any Delays, unknown site conditions, errors, inconsistencies, or omissions in the Drawings and Specifications, or concealed or unknown conditions, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar damages; provided however that Contractor may be entitled to additional time as provided under Section 8.3.1.

§ 8.3.4 If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

§ 8.3.5 Owner shall have the right to occupy, without prejudice to rights of either party, any completed or substantially completed portions of the Work, notwithstanding the fact that time for completion of entire Work, or portions thereof, may not be expired. Occupancy and use by Owner shall not constitute, in itself, acceptance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement 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, 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 Agreement 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.

§ 9.3.1.1 As provided in Section 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.

§ 9.3.1.2 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.

§ 9.3.1.3 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:

(i) 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;

(ii) 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;

(iii) 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 $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;

(iv) 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

(v) 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.

§ 9.3.3.1 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 Section 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.

§ 9.3.3.2 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 Section 9.3.3, including, without limitation, the duty to defend and indemnify Owner.

§ 9.3.3.3 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 Subchapter B, Chapter 2252 of the Texas Government Code. 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.

§ 9.3.3.4 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.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven 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 Section 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 Section 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 Section 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 Chapter 2251 of the Texas Government Code.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than 10 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 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 Sections 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 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 (i) deduct

an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) 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 30 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 Section 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 Section 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 Section 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 Chapter 2251 of the Texas Government Code, (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 30 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 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 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 in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities 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 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 Sections 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 Sections 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 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 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the

Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

§ 10.3.4 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.

§ 10.3.5 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 Section 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 15 and Article 7.

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 Section 11.1.1 shall be written for not less than limits of liability specified in the Agreement 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 provided to Owner within 30 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 (i) 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) days prior written notice thereof, and (ii) 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 section 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.

§ 11.3.1.1 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 Section 11.3.1 shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4.

§ 11.3.1.2 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.

§ 11.3.1.3 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 Agreement.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 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.

§ 11.3.4 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.

§ 11.3.5 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 Agreement, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Agreement in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Price. In the event Owner voids the Agreement under this section, Contractor may forfeit its bid bond.

§ 11.4.2 A Performance Bond is required if the Contract Price is in excess of $50,000. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Price 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 Price is in excess of $25,000. A payment bond is payable to the Owner, in the full amount of the Contract Price 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. Upon Substantial Completion and prior to final completion and final payment, Contractor shall provide Owner with a Warranty Bond in the sum of 10% of the Contact Price or 10% of the Guaranteed Maximum Price for Construction Manager-At-Risk Agreements for the entire warranty period set out in the Contract Documents. 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 10 percent 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 10 percent 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) 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 Chapter 2253, Texas Government Code. 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 Agreement between Owner and Contractor to any qualified person seeking copies who complies with §2253.026, Texas Government Code.

§ 11.4.10 Claims on Payment Bonds. Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with § 2253.041, Texas Government Code. 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 Agreement between Owner and the Contractor is less than $25,000.00, claimants and their rights are governed by Texas Property Code, §§ 53.231 – 53.239. 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 "XII" 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 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
§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 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.

§ 12.2.2.2 The one-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-year period for correction of Work as described in Section 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
§ 13.2.1 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 Section 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 Sections 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:
(1) one percent; and
(2) the prime rate as 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 pursuant to §2251.025 of the Texas Government Code.

§ 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 this 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.

§ 13.10 GENERAL PROVISIONS
§ 13.10.1 All personal pronouns used in this 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 subsections are for convenience only and neither limit nor amplify the provisions of this 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.

§ 13.10.2 Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, 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 Agreement or valid portions of such provision, which are hereby deemed servable.

§ 13.11 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.

§ 13.12 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.

§ 13.13 Equal Opportunity in Employment. The Contractor agrees that during the performance of the Agreement 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.

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 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 Section 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 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon 30 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 this 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 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, 30 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 Section 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 section 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 Section 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 Upon such termination, the Contractor shall recover the amounts provided in Section 10.1.3 of the Agreement.

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 Architect; 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 10 business days after occurrence of the event giving rise to such Claim or within 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 Section 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
§ 15.1.5.1 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.

§ 15.1.5.2 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.

§ 15.3 MEDIATION
§ 15.3.1 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.

§ 15.3.2 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 Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract.

§ 15.3.3 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.

§15.3.4 All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

§ 15.3.5 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.

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFSCP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFSCP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

***If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities. ***

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

Question and Answers for Bid #1712-207 - Roof Reconstruction / Improvements for Jail

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **69.**

Meeting Date: 01/09/2018

Approve Purchase of Vehicle for Parks

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of one (1) 2018 Ford F450 from Chastang Ford in the amount of $52,347.00 per HGAC contract # HT06-16 to support the operation of the Williamson County Parks Department.

Background

This purchase is for the Parks Department. Please see attached quote for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/04/2018 09:42 AM
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:47 AM
Form Started By: Johnny Grimaldo		Started On: 12/22/2017 09:34 AM
Final Approval Date: 01/04/2018		

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-16	Date Prepared:	12/18/2017

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	WILLIAMSON COUNTY	Contractor:	CHASTANG FORD
Contact Person:	KEITH GEER	Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:	kgeer@wilco.org	Email:	emiller@chastangford.com

Product Code:	C1	Description:	2018 FORD F450

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 27,577

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
W4D - UPGRADE TO F450 PICKUP	11800	FLR1 - FLOOR PLAN INTEREST 12 X 100	1200
F4H - 4WD UPGRADE	2595	IN1 - ;LOT INURANCE 6 X 10	600
512 - SPARE TIRE/WHEEL	325		
61J - 6 TON JACK	35		
18B = CAB STEPS	295		
96V - XL VALUE PKG	550		
WT5 - WORK TRUCK PLG	1295		
91M - SYNC	295		
90LC - POWER EQUIP GROUP	850		
52B - ELEC BRAKE CONTROLLER	125		
X4L - 4.30 LIMITED SLIP AXLE	300	Subtotal From Additional Sheet(s):	
41H - BLOCK HEATER	30	Subtotal B:	20295

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
913 - UPGRADE TO SYNC 3	495	17X - OFF ROAD PKG	440
85S - TOUGH BED	540	5TH WHEEL / GOOSENESK HITCH	1095
874 - ULTIMATE TOW CAMERA	710	Subtotal C:	3280

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 7%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	51152	=	Subtotal D:	51152

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 600

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
DELIVER TO CUSTOMER	595		
		Subtotal F:	595

Delivery Date: 150-180 DAYS ARO **G. Total Purchase Price (D+E+F):** 52347

Chastang Ford
6200 N. Loop East, Houston, Texas, 770261936
Office: 713-678-5000
Fax: 713-678-5001

51,747
DIFF $7

Customer Proposal

HGAC 06-18 $1,000

Prepared by:

Ed Miller
Office: 713-678-5007
Email: emiller@chastangford.com

Date: 11/24/2017
Vehicle: 2018 F-450 XL
4x4 SD Crew Cab 8' box 176" WB DRW
Quote ID: WILCO18W4D

Truck price 51,747

HGAC Contract
52,347
$600



Req# 114555

UNDER
51,875

Commissioners Court - Regular Session **70.**

Meeting Date: 01/09/2018

Approving Purvis FSAS Change Order Request

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Change Order No. 1 to the PURVIS FSAS project in the amount of -$8,830.00 and authorizing execution of the Change Order Request.

Background

The County is currently implementing PURVIS Fire Station Alerting System (PURVIS FSAS) components in its Testing and Training environment. The required hardware, software and services associated with this implementation were defined in County Purchase Order # 166187. The County has requested that PURVIS remove the PURVIS FSAS Central Server and the Central Server Database License from the Purchase Order because the County will purchase and supply those items separate from PURVIS. The County has also requested that PURVIS change some of the hardware types identified in the Purchase Order in order to accommodate a portable alerting solution that is representative of a system that may be installed in a fire station.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/04/2018 09:41 AM
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:47 AM
Form Started By: Thomas Skiles		Started On: 01/03/2018 08:11 AM
Final Approval Date: 01/04/2018		

PURVIS SYSTEMS
INCORPORATED
88 Silva Lane, Middletown, RI 02842 (401) 849-4750

PURVIS FSAS Change Order Request

Device Changes for Prioritized Unit Master Alerting (PUMA) System

in Williamson County Testing & Training Environment

PO 166187

December 12, 2017

Change Item:

The County of Williamson is implementing PURVIS Fire Station Alerting System (PURVIS FSAS) components in its Testing and Training environment. The required hardware, software and services associated with this implementation were defined in County Purchase Order # 166187. The County has requested that PURVIS remove the PURVIS FSAS Central Server and the Central Server Database License from the Purchase Order because the County will purchase and supply those items separate from PURVIS. The County has also requested that PURVIS change some of the hardware types identified in the Purchase Order in order to accommodate a portable alerting solution that is representative of a system that may be installed in a fire station.

Scope of Change:

Items Removed

1. (Qty 1) Central Server – Part # 315-010100-131
2. (Qty 1) Central Server Database Software License – Part # 315-990001-120
3. (Qty 1) SCU Remote Touch Screen 22" – Part # 315-250005-131
4. (Qty 1) Remote Touch Screen Distribution VGA TX/RX – Part # 315-250005-131
5. (Qty 1) USB Extender, 1 Port, 150' – Part # 315-250200-131
6. (Qty 1) Wall Speaker, 8" Self Amp – Part # 315-120301-131
7. (Qty 1) Message Board 24" Monitor – Part # 315-190000-131-24
8. (Qty 1) Message Board HDMI Video Receiver – Part # 315-190400-131

Items Added

1. (Qty 1) 19" Portable Rack Enclosure – Part # 315-470101-100
2. (Qty 1) 1 Gang Self Amplified Speaker – Part # 315-490000-131
3. (Qty 1) 1U Speaker Rack Mount Panel – Part # 315-490100-131
4. (Qty 1) 19" Rack Mount LCD KVM – Part # 315-470201-131
5. (Qty 1) 19" Rack Mount LCD Monitor – Part # 315-470200-131
6. (Qty 1) 12 Outlet Rack Mount Power Strip – Part # 315-010500-131
7. (Qty 1) 1U 19" Vented Sliding Shelf – Part # 315-470202-131
8. Additional Freight/Shipping & Handling
9. Portable System Configuration, Production and Testing

PURVIS SYSTEMS
INCORPORATED
88 Silva Lane, Middletown, RI 02842 (401) 849-4750

Cost Detail:

Original PO Amount: $68,740
This Change Order Cost: ($8,830) **New PO Amount, if approved: $59,910**

Items Removed: ($14,940)

1. (Qty 1) Central Server – Part # 315-010100-131: ($5,975)
2. (Qty 1) Central Server Database Software License – Part # 315-990001-120: ($7,535)
3. (Qty 1) SCU Remote Touch Screen 22" – Part # 315-250005-131: ($605)
4. (Qty 1) Remote Touch Screen Distribution VGA TX/RX – Part # 315-250005-131: ($355)
5. (Qty 1) USB Extender, 1 Port, 150' – Part # 315-250200-131: ($25)
6. (Qty 1) Wall Speaker, 8" Self Amp – Part # 315-120301-131: ($95)
7. (Qty 1) Message Board 24" Monitor – Part # 315-190000-131-24: ($250)
8. (Qty 1) Message Board HDMI Video Receiver – Part # 315-190400-131: ($100)

Items Added: $6,110

1. (Qty 1) 19" Portable Rack Enclosure – Part # 315-470101-100: $2,000
2. (Qty 1) 1 Gang Self Amplified Speaker – Part # 315-490000-131: $185
3. (Qty 1) 1U Speaker Rack Mount Panel – Part # 315-490100-131: $60
4. (Qty 1) 19" Rack Mount LCD KVM – Part # 315-470201-131: $840
5. (Qty 1) 19" Rack Mount LCD Monitor – Part # 315-470200-131: $1,155
6. (Qty 1) 12 Outlet Rack Mount Power Strip – Part # 315-010500-131: $75
7. (Qty 1) 1U 19" Vented Sliding Shelf – Part # 315-470202-131: $145
8. Additional Freight/Shipping & Handling: $150
9. Portable System Configuration, Production and Testing: $1,500

PURVIS Systems Incorporated	County of Williamson, TX
Michelle Craft 12/19/17	
Authorized Signature and Date	Authorized Signature and Date
Michelle Craft, Contracts Manager	
Print Name and Title	Print Name and Title

Commissioners Court - Regular Session **71.**

Meeting Date: 01/09/2018

Advertisement Approval RFQ 1801-208 Corridor D Planning

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Transportation Corridor D Planning under RFQ # 1801-208.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of a Transportation Corridor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFQ Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/04/2018 09:36 AM
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:37 AM
Form Started By: Thomas Skiles		Started On: 01/03/2018 08:26 AM
Final Approval Date: 01/04/2018		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Transportation Corridor D Planning

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Feb 2, 2018 3:30:00 PM CST
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Feb 2, 2018 3:30:00 PM CST

Notice is hereby given that sealed Qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

All electronic Qualifications must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

Respondents are strongly encouraged to carefully read this entire RFQ.

Electronic Qualifications are requested, however paper qualifications will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.

✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1801-208
Transportation Corridor D Planning

Bid Number	1801-208
Bid Title	Transportation Corridor D Planning
Bid Start Date	In Held
Bid End Date	Feb 2, 2018 3:30:00 PM CST
Question & Answer End Date	Jan 26, 2018 5:00:00 PM CST
Bid Contact	Blake Skiles Purchasing Specialist III 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**365 days**
Bid Comments	**Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridor D the extension of Ronald W Reagan Blvd from IH 35 E to SH 95.**

Item Response Form

Item	**1801-208--01-01 -** Please Attach All Documents To This Line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Please Attach All Documents To This Line

Bid Comments

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of a Transportation Corridor.

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM. Note that Williamson County is soliciting qualifications for multiple projects under separate and distinct RFQs. Each RFQ requires a separate and distinct response to the project's specific RFQ.

The response shall be structured as defined below:

1. Page one: A one (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. Page two: Provide organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart.
3. Page three: Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in February **of 2018**.
4. Page four: Provide information regarding the project manager's and key staff's experience, knowledge, skills and abilities as they relate to corridor development projects.
5. Page five: Provide information regarding your understanding of the corridor.
6. Appendix A: Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered non responsive.** Limit each individual resume to no more than four single sided pages.
7. Appendix B. Debarment and Licensing Certificate
8. Appendix C:: Conflict of Interest Statement

   NOTE: If filing electronically via Bidsync, the "Conflict of Interest Statement "and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

Pass/Fail Criteria

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

Evaluation and Scoring Criteria for the Statement of Qualifications and the Interview

Evaluation Criteria	Maximum Score Points
Project Manager's Experience/Qualifications with Similar Projects	20
Individuals on Project Team's Experience/Qualifications with Roadway Corridor Planning	15
Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design	15
Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas	15
Individuals on Project Team's Experience/Qualifications providing drainage planning and design services for large projects	15
Understanding of project and previous performance with Williamson County	20
Availability of Project Manager, task leads and relevant staff	15
Total Evaluation Points	115

Evaluation and Selection process

Statements of Qualifications shall be evaluated and scored by a committee of Williamson County employees using the Evaluation and Scoring Criteria enclosed. Williamson County anticipates inviting approximately the three to five highest scoring respondents to an interview. During the interview, invited respondents shall address the included interview evaluation criteria for the corridor listed in the request for qualifications and respond to questions from the evaluation and scoring committee. The committee will evaluate and score corridor. The top ranking interviewee for the corridor shall be considered to be selected to enter into negotiations for a contract. If negotiation are successful, the selected firm shall be recommended to the Court for final selection and contract approval. Please note that the Williamson County Commissioners Court will make the final selection of providers for all contracts.

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Corridor D, a controlled access transportation corridor identified in the County's long range transportation plan.

TECHNICAL EXPERTISE

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code.

SCOPE OF SERVICES REQUESTED

Professional services include but are not limited to engineering services to plan, prepare design schematics, survey, identify needed right of way, conduct public involvement, prepare environmental documents and prepare estimates of probable cost for controlled access transportation corridors. The corridor may be selected to proceed immediately to full environmental clearance, final design and right of way acquisition. Respondents should include all services listed up to but not including bidding and construction phase services. Right of way legal assistance, public involvement and utility coordination will not be required on this contract.

The transportation corridor included in this solicitation is Corridor D. Corridor D is the extension of Ronald W Reagan Blvd from IH 35E to SH 95.

A map of the corridor is enclosed.



Roadway: Ronald Reagan Extension
Limits: From IH 35 to SH 95

Submitted By: Williamson County

Ronald Reagan Boulevard Extension
River/Stream
Precinct Boundary
Park
City

0 3,000 6,000 12,000 Feet

1:72,000
1 inch = 6,000 feet

N W E S

Path: \\AUSW000\Jobs\0242\75\WilsonDEC\Technical\GIS\MXD\EXHIBIT\2013_Road_Bond_Committee_Maps\P3_Ronald_Reagan_Extension.mxd Date Saved: 5/21/2013

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named hereinbelow 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;
(e) Is registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____,on behalf of said Firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

Question and Answers for Bid #1801-208 - Transportation Corridor D Planning

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **72.**

Meeting Date: 01/09/2018

Approve Co-Op Purchase FarrWest Emergency Management Equipment

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of (1) Arearae Pro RDK Kit, (5) Arearae Plus and related accessories from FarrWest Environmental under HGAC Contract # EP11-17 for the amount of $115,497.40 to support the operation of Williamson County Emergency Management.

Background

The purchase is for Emergency Management. Please see attached quote for details. To be funded from FY17 Homeland Security Grant Project 375P/375A.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/04/2018 09:49 AM
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:53 AM
Form Started By: Thomas Skiles		Started On: 01/03/2018 10:10 AM
Final Approval Date: 01/04/2018		

Estimate

FARRWEST

Date	Estimate #
11/8/2017	6650

108 Commercial Place
Schertz, TX 78154

Ph: 210-566-1857
Fax 210-566-1897

sales@farrwestenv.com

WILLIAMSON COUNTY
ACCOUNTS PAYABLE
911 TRACY CHAMBERS LN.
GEORGETOWN, TX 78626

P.O. No.	Rep	Project/Event
	TAB	

Item	Description	Qty	Cost	Total
W01R-110101-056079-0011	AREARAE PRO RDK KIT - CSA / ISM 900MHz/ Mesh / PID ppb (10ppb- 2000ppm) / LEL / O2 / CO / H2S / Gamma / RAEMet WEATHERPAK INCLUDES: (1) PELICAN CASE WITH PRECUT FOAM (1) 1 TO 5 CHARGER CABLE - INCLUDES POWER ADAPTER AND POWER CORD (4) EXTERNAL BATTERY CHARGERS (4) ADDITIONAL RECHARGEABLE BATTERIES (4) PRORAE GUARDIAN LICENSES - TIER 3 (1) SET-UP AND INTEGRATION ON CURRENT SYSTEM (3) ON-SITE TRAINING FOR EACH SHIFT ON NEW SYSTEM	1	62,954.60	62,954.60
W01B-110102-056079-0001	AREARAE PLUS - CSA / ISM 900MHz/ Mesh / PID ppm (0.1ppm-5000ppm) / LEL / O2 / CO / H2S / RAEMet WEATHER PAK	5	10,012.80	50,064.00
CUSTOM1	CUSTOM BOX FOR 4 AREARAE UNITS	1	275.00	275.00
FW-OCTO CHARGER	1 TO 5 CHARGER CABLE - INCLUDES POWER ADAPTER AND POWER CORD	1	195.00	195.00
W01-3007-000	LI-ION BATTERY FOR AREARAE PRO/PLUS	4	418.50	1,674.00

H-GAC CONTRACT#EP11-17

Subtotal	
Sales Tax (0.0%)	
Total	

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwestenv.com

Estimate

FARRWEST

Date	Estimate #
11/8/2017	6650

108 Commercial Place
Schertz, TX 78154

Ph: 210-566-1857
Fax 210-566-1897

sales@farrwestenv.com

WILLIAMSON COUNTY
ACCOUNTS PAYABLE
911 TRACY CHAMBERS LN.
GEORGETOWN, TX 78626

P.O. No.	Rep	Project/Event
	TAB	

Item	Description	Qty	Cost	Total
W01-3005-000	LI-ION BATTERY STAND ALONE CHARGER FOR AREARAE PRO/PLUS	4	83.70	334.80
	H-GAC CONTRACT PRICING EP11-17			0.00

H-GAC CONTRACT#EP11-17

Subtotal	$115,497.40
Sales Tax (0.0%)	$0.00
Total	$115,497.40

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwestenv.com

Commissioners Court - Regular Session **73.**

Meeting Date: 01/09/2018

Approval of Contract for Engineering Services Animal Shelter Testing

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ # 1602-057-4 Geotechnical Engineering and Materials Testing to Kleinfelder, Inc. for Construction Materials Testing and Inspection for the Williamson County Regional Animal Shelter Project and authorizing execution of the agreement.

Background

This award is from prequalified list RFQ # 1602-057. An evaluation was held using the scope of work for the Williamson County Regional Animal Shelter Project and the committee scored Kleinfelder, Inc. the highest and after fee negotiations has recommended them for award. The attached agreement was drafted by Legal and approved by Contract Audit.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Eval Sheet

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/04/2018 09:38 AM
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:47 AM
Form Started By: Thomas Skiles		Started On: 01/03/2018 11:24 AM
Final Approval Date: 01/04/2018		

EVALUATION CERTIFICATION OF MATERIAL TESTING FOR THE ANIMAL SHELTER REMODEL
1602-057-4

	Maximum Score Points	1 Alliance Geotechnical Group	2 Balcones Geotechnical	3 Drash Consultants	4 ECS Texas	5 Fugro Consultants	6 Kleinfelder	7 PaveTex Engineering and Testing	8 PSI Professional Service Industries	9 RABA Kistner	10 Rock Engineering & Testing Laboratory (RETL)	11 Rodriguez Engineering Laboratories	12 Terracon
Earthwork sampling and testing Knowledge and Experience	25	20	20	20	20	20	20	20	20	20	20	20	20
Reinforced concrete testing and inspection Knowledge and Experience	25	20	20	20	20	20	20	20	20	20	15	20	20
Structural steel building inspection Knowledge and Experience	25	20	15	20	20	15	20	15	15	15	15	15	15
Structural steel weld inspection and testing	25	20	10	10	20	15	25	15	20	15	20	15	15
TOTAL	100	80	65	70	80	70	85	70	75	70	70	70	70

[redacted]

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Kleinfelder, Inc. ("Engineer")**
ADDRESS: **1826 Kramer Lane, Suite M, Austin, TX 78758 (Phone: 512-926-6650**
PROJECT: **Construction Materials Testing and Inspection for the Williamson County Regional Animal Shelter Project (aka, "Project No. 16042")** **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

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

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A.**

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

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Thirty-Three Thousand One Hundred Eighty-Eight Dollars ($33,188.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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[a] *See also,* Art. 32(P) "Termination of Work Authorization".

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

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

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

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

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[b] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

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

Dale Butler
Assistant Director, Projects
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
(Phone 512-943-1609

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

Engineer's Designated Representative for purposes of this Contract is as follows:

Anthony Sorace, PE
Project Manager
1826 Kramer Lane, Suite M,
Austin, TX 78758
(Phone 512-926-6650)

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

judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

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

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

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

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

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

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

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

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

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

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer 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 Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

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

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

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

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

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

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved

under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. **ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the

preceding thirty (30) days.

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

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

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM

AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

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

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

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

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. 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.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its

subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) 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 to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   c/o: Director of Department of Infrastructure
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

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.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Dept. of Infrastructure
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: KLEINFELDER, INC.
1826 Kramer Lane, Suite M,
Austin, TX 78758

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

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

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

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

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

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

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

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

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

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

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

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

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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20_____

ENGINEER

Kleinfelder, Inc.
By: R.S. Wright, Jr.

Printed Name: Robert S. Wright, Jr.

Title: Senior Project Manager Associate

Date: January 2 ____, 2018

SUBSCRIBED and sworn to before me the undersigned authority by R.S. Wright, Jr. of **KLEINFELDER, INC., ENGINEER,** on behalf of said firm.

AMANDA L. CHANDLER
My Notary ID # 128976535
Expires May 4, 2020

Notary Public in and for the
State of Texas

My commission expires: May 4, 2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

KLEINFELDER, INC.
Name of Firm

R. S. Wright Jr.
Signature of Certifying Official

Robert S. Wright, Jr.
Printed Name of Certifying Official

Senior Project Manager Associate
Title of Certifying Official

January 2 _____, 2018
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 R.S. Wright, Jr. the Senior PM Associate of **KLEINFELDER, INC.,** on behalf of said firm.

AMANDA L. CHANDLER
My Notary ID # 128976535
Expires May 4, 2020

Notary Public in and for the
State of Texas

My commission expires: May 4, 2020

EXHIBIT B

ENGINEERING SERVICES

Summary of Scope of Services: ENGINEER is to perform construction materials testing and inspection of the Project which includes the following:

- Subgrade laboratory testing and field density testing for proposed 2-story kennel building.
- Building pad laboratory testing and density testing for fill of proposed 2-story kennel building.
- Foundation installation for the new 2-story kennel building including drilled pier observation and concrete sampling.
- Placement observations of reinforcing steel in structural concrete for the proposed 2-story kennel building.
- Structural concrete field sampling and testing for the proposed 2-story kennel building.
- Placement observations of reinforcing steel in structural concrete for the proposed retaining wall.
- Structural concrete field sampling and testing for the proposed retaining wall.
- Laboratory compression testing of concrete specimens.
- Structural steel observations for columns, beams, joists, and metal decking.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: Williamson County Regional Animal Shelter – Georgetown, Texas
(aka, Project No. 16042

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

Kleinfelder, Inc.

By: R. S. Wright Jr.
Signature

Robert S. Wright, Jr.
Printed Name

Senior Project Manager Associate
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

WILLIAMSON COUNTY FACILITIES
WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER - GEORGETOWN, TX
CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES
PROJECT ESTIMATE & SCHEDULE OF FEES

DESCRIPTION OF SERVICES	NOTES	QUANTITY	UNIT	RATE	TOTAL
A. SOILS SERVICES (EARTHWORK TESTING)					
Soils Services - Field Testing					
Field Technician		66	hours	$58.00	$3,828.00
Density Gauge (Field Density Testing)		11	trip	$25.00	$275.00
Technician - Sample Pick Up		12	hours	$58.00	$696.00
Vehicle Charge		15	trip	$40.00	$600.00
Soils Services - Laboratory Testing					
Sieve Analysis, #200 Wash	ASTM D-1140	4	each	$85.00	$340.00
Moisture-Density Relationship	TxDOT 114E/1	4	each	$275.00	$1,100.00
Atterberg Limit Test (PI Test)	ASTM D-4318	4	each	$115.00	$460.00
				Subtotal:	**$7,299.00**
B. Drilled Pier Observation					
Staff Professional		40	hours	$111.00	$4,440.00
Staff Professional - Overtime		15	hours	$111.00	$1,665.00
Technician - Sample Pick Up		9	hours	$58.00	$522.00
Concrete Equipment		6	trip	$7.00	$42.00
Vehicle Charge		9	trip	$40.00	$360.00
Concrete Services - Laboratory Testing					
Concrete Cylinders - Compressive Strength	ASTM C-39	100	each	$31.00	$3,100.00
				Subtotal:	**$10,129.00**
C. REINFORCING STEEL & CONCRETE SERVICES					
Reinforcing Steel Services - Field Observation					
Field Technician		32	hours	$58.00	$1,856.00
Vehicle Charge		5	trip	$40.00	$200.00
Concrete Services - Field Observation & Testing					
Field Technician		32	hours	$58.00	$1,856.00
Concrete Equipment		4	trip	$7.00	$28.00
Technician - Sample Pick Up		15	hours	$58.00	$870.00
Vehicle Charge		9	trip	$40.00	$360.00
Concrete Services - Laboratory Testing					
Concrete Cylinders - Compressive Strength	ASTM C-39	48	each	$31.00	$1,488.00
				Subtotal:	**$6,658.00**
D. STRUCTURAL STEEL SERVICES					
CWI, Technician		50	hours	$115.00	$5,750.00
UT Testing Equipment			day	$120.00	
Vehicle Charge		10	trip	$40.00	$400.00
				Subtotal:	**$6,150.00**
E. PROJECT MANAGEMENT & ADMINISTRATION					
Project Manager		8	hours	$141.00	$1,128.00
Assistant Project Manager		4	hours	$98.00	$392.00
Project Coordinator, Dispatcher		4	hours	$98.00	$392.00
Administration		16	hours	$65.00	$1,040.00
				Subtotal:	**$2,952.00**

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate

adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

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 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 $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 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 for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
   - 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. early bird check in, 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 Williamson County, Texas by at least a 50 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 Nonreimbursable 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 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session **74.**

Meeting Date: 01/09/2018

Approving Purchase of Jail Kitchen Equipment for Remodel

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of Correctional Kitchen Equipment in the amount of $521,660.69 from Cook's Correctional per GSA Contract # GS07F251BA to support the operation of the Williamson County Jail.

Background

This purchase is for the new kitchen equipment for the jail kitchen remodel project. Please see attached quote for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/04/2018 09:50 AM
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:53 AM
Form Started By: Thomas Skiles		Started On: 01/03/2018 03:55 PM
Final Approval Date: 01/04/2018		

Quote

01/03/2018

Project:
Williamson County Jail GSA # GS07F251BA

From:
Cook's Correctional
John Yaeger
27725 Diehl Road
Warrenville, IL 60555-3998
630-821-6300 104
(800)956-5571 104 (Contact)
630-821-6315 (Fax)
jyaeger@cooksdirect.com

Item	Qty	Description	Sell	Sell Total
7	3 ea	**T-BAR SHELVING UNIT**  New Age Model No. 1066TB T-Bar Series Shelving Unit, 4-tier, 48"W x 24"D x 72"H, 1000 lbs. shelf capacity, 18-1/2" shelf clearance, all welded 1-1/2" aluminum tube construction, adjustable feet, NSF	$556.09	$1,668.27
	3 ea	Lifetime guarantee against rust & corrosion. Lifetime guarantee against worksmanship and material defects.		
15	2 ea	**WORK TABLE, STAINLESS STEEL TOP**  Advance Tabco Model No. KSS-306 Work Table, 72"W x 30"D, 14 gauge 304 stainless steel top with 5"H backsplash, 18 gauge stainless steel adjustable undershelf, stainless steel legs with stainless steel bullet feet, NSF	$896.32	$1,792.64
	2 ea	TA-23 Welded Set Up Table/Shell Crating (per table)	$170.68	$341.36
16	1 ea	**ELECTRIC FOOD CUTTER**  Hobart Model No. 84186C-1 Food Cutter, Correctional, with #12 attachment hub, 18" diameter stainless steel bowl 20 RPM, double stainless steel knives 1725 RPM, bowl cover with safety interlock, push/pull on/off switch, one-piece burnished aluminum housing, 3" legs, 115v/60/1-ph, 1HP	$9,329.26	$9,329.26
	1 ea	Standard warranty: 1-Year parts, labor & travel time during normal working hours within the USA		
17	1 ea	**WORK TABLE, STAINLESS STEEL TOP**  Advance Tabco Model No. KSS-306 Work Table, 72"W x 30"D, 14 gauge 304 stainless steel top with 5"H backsplash, 18 gauge stainless steel adjustable undershelf, stainless steel legs with stainless steel bullet feet, NSF	$896.32	$896.32
	1 ea	TA-96A Can Opener Provision for openers with bolt on base (customer to provide model number & location)	$93.83	$93.83
	1 ea	TA-23 Welded Set Up Table/Shell Crating (per table)	$170.68	$170.68
19	4 ea	**HAND SINK**	$1,263.62	$5,054.48

Item	Qty	Description	Sell	Sell Total
		 Advance Tabco Model No. 7-PS-46 ADA Compliant Hand Sink, wall mounted, 14" wide x 16" front-to-back x 5" deep bowl, 18 gauge 304 stainless steel, splash mount faucet with wrist handles, deck mounted soap dispenser (pump), undermounted paper towel dispenser, basket drain, wall brackets, NSF, cCSAus		
	4 ea	7-PS-10 P-trap, heavy duty, 1-1/2", 17 gauge	$54.69	$218.76
	4 ea	TA-14 Drawer lock, SS & GZ series drawers only (each)	$54.69	$218.76
20	1 ea	**WORK TABLE, STAINLESS STEEL TOP**	$1,694.57	$1,694.57
		 Advance Tabco Model No. TKSS-3010 Work Table, 120"W x 30"D, 14 gauge 304 stainless steel top with 5"H backsplash, stainless steel legs with side & rear crossrails, adjustable stainless steel bullet feet, NSF		
	1 ea	TA-23 Welded Set Up Table/Shell Crating (per table)	$170.68	$170.68
	1 ea	Weld-In sinks		
	1 ea	TA-11E Sink Welded Into Table Top, 24"W x 24"D x 14" deep bowl, includes faucet (must specify sink location)	$655.86	$655.86
	1 ea	K-5 Drain, twist operated, 2" NPT & 1-1/2" IPS outlet connections	$112.69	$112.69
	1 ea	K-4 Support Bracket, for lever waste drain handle, (1) support required for each lever drain	$51.87	$51.87
	1 ea	7-PS-10 P-trap, heavy duty, 1-1/2", 17 gauge	$54.69	$54.69
21	1 ea	**CAN OPENER**	$128.69	$128.69
		 Edlund Model No. 1 Packed 3 ea Can Opener, manual, #1™ with plated base (for cans up to 11" tall) "Old Reliable"™		
	1 ea	1 year limited warranty, standard		
22	2 ea	**MEAT SLICER**	$3,777.16	$7,554.32
		 Hobart Model No. HS6N-1 Heavy Duty Meat Slicer, manual, 13" CleanCut™ knife, burnished finish, removable meat/vegetable grip arm, removable ring guard cover, single action top mounted sharpener with Borazon™ stones, cleaning kickstand, 1/2 hp motor, 5.4amps, 120v/60hz/1-ph, NSF cETLus		
	2 ea	Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA		
23	3 ea	**WORK TABLE, STAINLESS STEEL TOP**	$880.29	$2,640.87
		 Advance Tabco Model No. TKSS-305 Work Table, 60"W x 30"D, 14 gauge 304 stainless steel top with 5"H backsplash, stainless steel legs with side & rear crossrails, adjustable stainless steel bullet feet, NSF		
	3 ea	TA-23 Welded Set Up Table/Shell Crating (per table)	$170.68	$512.04
	3 ea	Weld-In sinks		
	3 ea	TA-11A Sink Bowl, 16"W x 20"D x 8" deep, welded into top, includes faucet (per bowl) (must specify sink location)	$521.48	$1,564.44
	3 ea	K-5 Drain, twist operated, 2" NPT & 1-1/2" IPS outlet connections	$112.69	$338.07
	3 ea	K-4 Support Bracket, for lever waste drain handle, (1) support required for each lever drain	$51.87	$155.61

Item	Qty	Description	Sell	Sell Total
	3 ea	7-PS-10 P-trap, heavy duty, 1-1/2", 17 gauge	$54.69	$164.07
24	2 ea	**WORK TABLE, STAINLESS STEEL TOP**	$1,104.72	$2,209.44
		Advance Tabco Model No. KSS-307 Work Table, 84"W x 30"D, 14 gauge 304 stainless steel top with 5"H backsplash, 18 gauge stainless steel adjustable undershelf, stainless steel legs with stainless steel bullet feet, NSF		
	2 ea	TA-23 Welded Set Up Table/Shell Crating (per table)	$170.68	$341.36
25	6 ea	**UTILITY / BUSSING CART**	$292.39	$1,754.34
		Vollrath Model No. 97102 Utility Cart, 300 pound capacity, Plastic (knock-down), 3 molded plastic shelves 29-1/2" x 18", gray finish, chrome plated uprights & handles, 4" swivel casters, 30-1/2"L x 18-1/2"W x 36"H, 23-1/2" between shelves, Made in USA		
26	6 ea	**TRANSPORT UTILITY CART**	$645.30	$3,871.80
		Lakeside Manufacturing Model No. 6820 Ergo-One® Utility Cart, 2-tier, open base, 500 lbs capacity, 21" x 35" shelf size, 14-1/2" shelf clearance, one-piece vertical push handle with comfort grips, (2) bumpers on front legs, welded stainless steel construction, 5" swivel casters with non-marking tread, MADE IN USA		
	6 ea	Casters, 5" all cushion tread, standard		
27	2 ea	**PLANETARY MIXER**	$17,357.91	$34,715.82
		Hobart Model No. HL600C-1STD 200-240/50/60/3/1 Legacy Correctional Planetary Mixer, 2.7 HP, 60 quart, (4) fixed speeds plus stir speed, gear-driven transmission, 50-Minute SmartTimer™, power bowl lift, stainless steel bowl, "B" beater, "D" wire whip, "ED" dough hook, stainless steel bowl guard (US Correctional Facility configuration)		
	2 ea	Standard warranty: 1-Year parts, labor & travel time during normal working hours within the USA		
28	2 ea	**OVEN, ELECTRIC, ROLL-IN**	$24,044.04	$48,088.08
		Baxter Manufacturing Model No. OV500E1 Rotating Rack Oven, electric, curved front, holds (1) single rack, programmable digital controls, auto rack lift, Advanced Controls with 4-stage bake & 99 programmable menus, self-contained steam system stainless steel construction, fully fire sealed hood, flush floor, single vent		
	2 ea	One year parts and labor warranty, standard		
	2 ea	ZONE1 (Central) Freight option, for OV500G1 or OV500E1		
	2 ea	Destination - (TX) Texas	$1,110.19	$2,220.38
	2 ea	208-240v/60/3ph, requires 120v/60/1ph control circuit (USA)		
	2 ea	LFT00B "B" style lift, standard		
	2 ea	PRNYES1 Prison Safety Package, for single rack oven, includes tamper resistant hardware, lockable control cover with clear acrylic window, separate hasp for service panel access	$1,862.19	$3,724.38
	2 ea	ASYFLD Oven body shipped split, for single rack units	$488.43	$976.86
29	12 ea	**OVEN RACK, ROLL-IN**	$903.15	$10,837.80

Item	Qty	Description	Sell	Sell Total
		Baxter Manufacturing Model No. BSSRSB-20 Roll-In Single Oven Rack, (20) 18" x 26" pans, 3" OC spacing, single side load, heavy duty stainless steel construction, Baxter style lift, for use in single rack oven		
	12 ea	Assembled & fully welded for prisons, add suffix "W" to model no. ships class 250 or class 150 over 90 lb	$100.44	$1,205.28
31	3 ea	**KETTLE, GAS, STATIONARY**	$18,766.19	$56,298.57
		Vulcan Model No. GL80E Fully Jacketed Stationary Kettle, Gas, 80-gallon capacity, stainless steel spring assisted cover, 2" plug draw-off valve with perforated strainer, graduated measuring rod, faucet bracket, stainless steel construction, flanged feet, electric ignition, 135,000 BTU		
	3 ea	1 year limited parts & labor warranty, standard		
	3 ea	Natural gas (add -1 suffix) (specify elevation if over 2,000 ft.)		
	3 ea	120v/60/1-ph, 3.0 amps, 300w for controls, standard		
	3 ea	DBLTS 18NZLJ DOUBLE Pantry Deck-Mount Faucet, 18" double jointed swivel spout, includes 4" and 12" riser, NSF and Lead Reduction Compliant	$319.15	$957.45
	3 ea	FJK-PPS Fully Jacketed Kettle Standard Security Package, includes security fasteners & tack welds, controls protected by lockable cover, perforated flue cover (gas)	$1,441.72	$4,325.16
	3 ea	FJKSTEP PPS Fully Jacketed Series Floor Stationary Kettle, draw-off valve step protection	$1,091.61	$3,274.83
		Confirm what height is available under the hood. 80 gallon kettle requires 83" under the hood for the cover to clear the bottom of the hood while open. Otherwise, split covers shown as optional below can be ordered.		
	3 ea	HDCOVER SPLITLID Fully Jacketed Series Floor Stationary Kettle Heavy Duty Cover, not spring-assisted	$1,252.77	$3,758.31
	3 ea	Dormont 1675KIT48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 full port valve (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty	$192.77	$578.31
32	2 ea	**COMBI OVEN, GAS**	$15,382.59	$30,765.18
		Vulcan Model No. ABC7G-NAT Combi Oven/Steamer, natural gas, boilerless, (7) 18" x 26" full size sheet or (14) 12" x 20" full size hotel pan capacity, (3) knobs with LED displays for temperature, timer & humidity, auto-adjustment of humidity with temperature selection, auto-reversing fan with electronic braking system, cool to touch glass door, flashing door light and audible alert, (4) Grab n Go wire racks, stainless steel interior & exterior, 80,000 BTU, 120v/60/1-ph, engineered & assembled in USA, NSF/ANSI 4, cULus		
	2 ea	1 year limited parts & labor warranty, standard		
	2 ea	Filtration System		
	2 ea	NOTE: Water is a customer supplied utility just like Gas and Electric to the equipment. Proper Water Filtration based on customer water		

Item	Qty	Description	Sell	Sell Total
		quality is essential to meet the equipment water spec requirements. Verify type of filtration needed based on performing a cold water analysis from the customer site. A suitable Water Treatment System and regular filter replacements coupled with routine cleaning/deliming is required.		
	2 ea	CB30K SYSTEM Single Hollow Carbon Filter System, with 30,000 gallon capacity, for chlorine and chloramine reduction, sediment, bad tastes & odors, total organic compounds, tannins & trihalomethanes, ANSI/NSF 42 & 53	$655.76	$1,311.52
	2 ea	Opted out of Reverse Osmosis System		
	1 ea	STACK-ABC/G Stacking Kit, gas, for (2) ABC7G Combi, includes: vent kit, spray hose, drip tray & casters	$1,978.40	$1,978.40
	4 ea	HOSEWTR 3/4BBV Flex stainless steel water hose 72", 3/4" female NSHT (2 per unit recommended for gas & electric, 1 per unit for direct steam)	$110.35	$441.40
	2 ea	Dormont 1675KIT48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 full port valve (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty	$174.94	$349.88
34	2 ea	**CONVECTION OVEN, GAS**	$6,484.32	$12,968.64
		Vulcan Model No. VC44GD Convection Oven, gas, double-deck, standard depth, solid state controls, electronic spark igniters, 60 minute timer, 8" high legs, stainless steel front, top and sides, stainless steel doors with windows, 50,000 BTU each section, NSF, CSA Star, CSA Flame, ENERGY STAR®		
	2 ea	1 year limited parts & labor warranty, standard		
	2 ea	Natural gas (add -1 suffix) (specify elevation if over 2,000 ft.)		
	2 ea	(2) 120v/60/1-ph, (2) 1/2 HP, 16.0 amps total, (2) 6' cords with plugs, NEMA 5-15P, standard		
	2 ea	Gas manifold piping included with stacking kit to provide single point gas connection		
	4 ea	Prison Security Packages: exterior Security screws, perforated stainless steel hinged control covers w/locking for pad locks, oven door locks for pad lock (locks not included), top, bottom & rear screen enclosures	$1,249.35	$4,997.40
	2 ea	Dormont 1675KIT48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 full port valve (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty	$192.77	$385.54
35	1 ea	**RANGE, 36", 6 OPEN BURNERS**	$2,365.20	$2,365.20
		Vulcan Model No. 36S-6BN Endurance™ Restaurant Range, natural gas, 36", (6) 30,000 BTU burners, lift-off burner heads, standard oven, stainless steel front, sides, backriser, & lift-off high shelf, fully MIG welded chassis, 6" adjustable legs, 215,000 BTU, CSA, NSF		
	1 ea	1 year limited parts & labor warranty, standard		

Item	Qty	Description	Sell	Sell Total
	1 ea	Stainless steel backriser and lift-off high shelf, standard		
	1 ea	VFLANGD FEET/4 Flanged feet, seismic legs (4), plate mounted (shipped in separate carton)	$188.03	$188.03
	1 ea	Dormont 1675KIT48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 full port valve (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty	$192.77	$192.77
36	3 ea	**TILTING SKILLET BRAISING PAN, GAS**	$14,397.36	$43,192.08
		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, thermostatic control, includes L faucet bracket, electric ignition, 12" stainless steel legs with adjustable flanged feet, 120,000 BTU		
	3 ea	1 year limited parts & labor warranty, standard		
	3 ea	Natural gas (add -1 suffix) (specify elevation if over 2,000 ft.)		
	3 ea	NOTE: Elevation kits are field installed		
	3 ea	120v/60/1-ph, 9.0 amps, standard		
	3 ea	DBLTS 18NZLJ DOUBLE Pantry Deck-Mount Faucet, 18" double jointed swivel spout, includes 4" and 12" riser, NSF and Lead Reduction Compliant	$319.15	$957.45
	3 ea	FCTBRKT BP Enclosed box faucet bracket, add 3"	$377.10	$1,131.30
	3 ea	BPDOV-1 2" draw-off valve, left front straight with strainer (pan support not available on 30-gallon)	$728.01	$2,184.03
	3 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)	$2,126.06	$6,378.18
	3 ea	BPDOV-PPS V Series Draw-off chain (compression valve)	$986.02	$2,958.06
	3 ea	Dormont 1675KIT48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 full port valve (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty	$192.77	$578.31
37	1 ea	**WORK TABLE, STAINLESS STEEL TOP**	$1,478.62	$1,478.62
		Advance Tabco Model No. SS-3010 Work Table, 120"W x 30"D, 14 gauge 304 stainless steel top, 18 gauge adjustable stainless steel undershelf, stainless steel legs & adjustable bullet feet, NSF		
	1 ea	TA-23 Welded Set Up Table/Shell Crating (per table)	$170.68	$170.68
38	1 ea	**WORK TABLE, STAINLESS STEEL TOP**	$1,388.57	$1,388.57
		Advance Tabco Model No. SS-309 Work Table, 108"W x 30"D, 14 gauge 304 stainless steel top, 18 gauge adjustable stainless steel undershelf, stainless steel legs & adjustable bullet feet, NSF		
	1 ea	TA-23 Welded Set Up Table/Shell Crating (per table)	$170.68	$170.68

Item	Qty	Description	Sell	Sell Total
39	2 ea	**ICE CUBER**	$5,770.22	$11,540.44
		Hoshizaki Model No. KM-1601SRJ Ice Maker, Cube-Style, 48"W, remote air-cooled, remote condenser (priced separately), production capacity up to 1640 lb/24 hours at 70°/50° (1600 lb AHRI certified at 90°/70°), crescent cube style, stainless steel exterior, R-404A refrigerant, 208-230v/60/1-ph, 15.9 amps, NSF, UL, ENERGY STAR®		
	2 ea	Warranty: 3-Year parts & labor on entire machine		
	2 ea	Warranty: 5-Year parts & labor on evaporator		
	2 ea	B-1300SS Ice Bin, 48"W, hinged bottom door & top view windows, 1304-lb ice storage capacity, for top-mounted ice maker, stainless steel construction, universal top included, with die cast legs, protected with H-GUARD Plus Antimicrobial Agent, ETL, ETL-Sanitation	$2,628.87	$5,257.74
	2 ea	Warranty: 5-Year parts & labor for bin		
	2 ea	Universal top kit included		
	2 st	LP-6 LEG Leg Package, (4) x 6" stainless steel legs	$96.80	$193.60
40	2 ea	**REACH-IN REFRIGERATOR**	$12,400.29	$24,800.58
		Traulsen Model No. RH232N-COR01 Traulsen RHT232NUT-FHS with Correctional Package, Refrigerator, Reach-in, hinged left-right, two-section, 46.0 cu. ft., self-contained refrigeration, stainless steel exterior and interior, standard depth, narrow full-height door or doors with Santoprene® EZ-Clean Gaskets, includes cabinet lighting, locking hasp, flanged legs, mesh screen, lexan control cover, (12) pairs of universal tray slides welded to steel frame per section, INTELA-TRAUL™ controls, 1/2 Hp, NSF, UL rated		
	2 ea	3 year service/labor warranty, standard		
	2 ea	5 year compressor warranty, standard		
	2 ea	115v/60/1ph, 10.4 amps, NEMA 5-15P, standard		
41	2 ea	**PASS-THRU HEATED CABINET**	$10,514.66	$21,029.32
		Traulsen Model No. RHF232WP-FHS Spec-Line Heated Cabinet, Pass-thru, two-section, stainless steel exterior and interior, standard depth cabinet, full-height door or doors with Santoprene® EZ-Clean Gaskets, (3) clear coated adjustable shelves per section, INTELA-TRAUL™ microprocessor controls, 6" adjustable stainless steel legs, NSF, UL rated, ENERGY STAR®		
	2 ea	208/115v/60/1ph, 15.5 amps, standard		
	2 ea	3 year service/labor warranty, standard		
	2 ea	Thermometer side: Left door hinged left/right hinged right, standard		
	2 ea	Rear: Left door hinged left/right hinged right, standard		
42	1 ea	**TRAY ASSEMBLY TABLE**	$19,908.00	$19,908.00
		Cook's Model No. TRAY ASSEMBLY Correctional tray assembly table, custom, sealed wells, gravity roller conveyor system, tray landing space, all welded 14 ga. 304 stainless steel top, 12 ga. stainless steel angle braces, 16 ga. stainless steel skirting		
	1 ea	(4) Four hot wells per side, with controls, available in 208/1, 208/3-ph, 240/1, or 240/3-ph, cords with plugs included		
	4 ea	24" flat top working section		

Item	Qty	Description	Sell	Sell Total
	1 ea	Tray shelf		
43	5 ea	**DRYING RACK, TRAY** Cook's Model No. TDRHDT-2084 All-welded aluminum construction, 8 vertical corner bumpers to protect both the rack and walls, 1.50" x 1.75" x 0.070" upright and cross braces, All guides are 0.090" thick and radiused for safety, 6" x 2" polyolefin casters, all swivel lifetime warranty against rust and corrosion, 1 year warranty against manufacturing defects, 4 shelf design, 2.75" tray spacing, 208 tray capacity	$3,059.09	$15,295.45
44	2 ea	**TRAY DRYING RACK**  Sammons Equipment Model No. 9047-100-1220 Correctional/Institutional Tray Drying Rack, heavy duty, 69-1/8" high, 3 sections, (100) 12" x 20" x 2-1/2" pan capacity, 3" spacing, corrugated shelves welded to horizontal frames, side/end loading, aluminum construction, 6" plate type polyurethane all swivel casters, NSF	$1,975.32	$3,950.64
	2 ea	6" expanding stem casters		
45	2 ea	**TRAY DRYING RACK**  Sammons Equipment Model No. 9047-117-1826 Correctional/Institutional Tray Drying Rack, heavy duty, 70" high, 3 sections, (117) 18" x 26" tray capacity, 1-1/2" spacing, corrugated shelves welded to horizontal frames, end loading, aluminum construction, 6" plate type polyurethane all swivel casters, NSF	$1,956.42	$3,912.84
	2 ea	6" expanding stem casters		
46	1 ea	**T-BAR SHELVING UNIT**  New Age Model No. 1067TB T-Bar Series Shelving Unit, 4-tier, 60"W x 24"D x 72"H, 1000 lbs. shelf capacity, 18-1/2" shelf clearance, all welded 1-1/2" aluminum tube construction, adjustable feet, NSF	$645.87	$645.87
	1 ea	Lifetime guarantee against rust & corrosion. Lifetime guarantee against worksmanship and material defects.		
	1 st	M6 Set of (4), Plate Casters, swivel, 6" diameter, 2"W face, polyolefin wheel tread, 750-lb capacity (black)	$200.58	$200.58
	1 ea	CL-C Caster Lock, for 6" platform caster (pair)	$15.90	$15.90
	1 ea	PP-A Prison Package Tamper Proof Screws	$30.78	$30.78
	1 ea	B Corner Bumpers, non-marking gray rubber, set of 4 (available on full frame units only)	$41.04	$41.04
48	1 ea	**SOILED DISHTABLE**  Advance Tabco Model No. DTS-U30-72R Dishtable, soiled, u-shaped, right-to-left, 59" x 108" x 72" with landing, 10-1/2"H backsplash, with pre-rinse sink, 16/304 stainless steel legs with crossrails front-to-back, 14/304 stainless steel, stainless steel bullet feet, Includes prerinse basket with slide bar (slide bar only when K-461 or K-461A disposer adapter is specified)	$4,647.58	$4,647.58
	1 ea	SPECIFY DISH MACHINE BRAND & MODEL to ensure proper fit, refer to attached document (AQ only) or consult www.advancetabco.com for compatibility listing. Certain dish machines require modifications at		

Item	Qty	Description	Sell	Sell Total
		additional cost not shown here		
	1 ea	DTA-53 Heavy Duty Pre-Rinse Faucet, 8" O.C. splash mount, includes: spray valve & hose, riser, wall bracket, overhead spring, lead free	$367.77	$367.77
	1 ea	K-5 Drain, twist operated, 2" NPT & 1-1/2" IPS outlet connections	$112.69	$112.69
	1 ea	K-4 Support Bracket, for lever waste drain handle, (1) support required for each lever drain	$51.87	$51.87
	1 ea	7-PS-10 P-trap, heavy duty, 1-1/2", 17 gauge	$54.69	$54.69
49	1 ea	**DISHTABLE SORTING TABLE**	$860.96	$860.96
		Advance Tabco Model No. SR-48 Sorting Table, with 3" raised edge, 30" wide top, without splash, 48" long, with crossrails, stainless steel construction, 16 gauge 304 stainless steel top		
	1 ea	K-23 Welded set-up & shell crated (per sink)	$170.68	$170.68
51	1 ea	**THREE (3) COMPARTMENT SINK**	$4,710.76	$4,710.76
		Advance Tabco Model No. K7-3-3030-24RL Super Size Fabricated Sink, 3-compartment, with left & right-hand drainboards, 30" front-to-back x 30"W sink compartment, 14" deep, with tile edge splash, full skirt, stainless steel bullet feet, 16 gauge 300 series stainless steel, 24" drainboards, overall 36" F/B x 138" L/R		
	1 ea	For 14 gauge unit add "-14" to the end of model number, add	$250.37	$250.37
	1 ea	Note: Sink requires (2) faucets		
	1 ea	12" spout		
	1 ea	K-112 Heavy Duty Faucet, 8" O.C., splash mounted with 12" swing spout, lead free	$173.04	$173.04
	1 ea	Prerinse faucets		
	1 ea	DTA-53 Heavy Duty Pre-Rinse Faucet, 8" O.C. splash mount, includes: spray valve & hose, riser, wall bracket, overhead spring, lead free	$367.77	$367.77
	1 ea	K-117 Pre-Rinse Add-A-Faucet, 12" swing spout, for K-116, lead free	$143.81	$143.81
	3 ea	K-5 Drain, twist operated, 2" NPT & 1-1/2" IPS outlet connections	$112.69	$338.07
	3 ea	K-4 Support Bracket, for lever waste drain handle, (1) support required for each lever drain	$51.87	$155.61
	1 ea	K-351 Continuous Waste, for 2 or 3-compartment, sinks	$143.81	$143.81
	1 ea	7-PS-10 P-trap, heavy duty, 1-1/2", 17 gauge	$54.69	$54.69
	4 ft	K-450 Extra Drainboard, (per linear foot)	$164.08	$656.32
	1 ea	K-23 Welded set-up & shell crated (per sink)	$170.68	$170.68
		INSTALLATION QUOTES BELOW ARE BASED ON USING EXISTING UTILITIES WITHIN 6 FEET OF FINAL CONNECTIONS. ANY MODIFICATIONS TO UTILITIES WOULD BE ADDITIONAL.		
53	1 ea	**INSTALLATION**	$62,010.07	$62,010.07
		Custom Model No. INSTALL Installation of equipment (work tables, carts, hand sinks, racks, countertop machines, rack ovens, floor mixers, cooking line equipment, ice machines, reach-in refrigerators, dish tables, tray assembly table). Removal of existing equipment - to be determined (priced separately) Uncrate, and set in place with final connections to utilities provided by renovations within 6'.		

Item	Qty	Description	Sell	Sell Total
		Startup of the equipment after final connections are complete.		
	1 ea	Quote does not cover any utility modifications. All modifications are handled on the GC scope of work. All connections to gas equipment require gas shut offs within 6' of the equipment. Electrical (if required) are provided within 6'. All water (if required) within 6'. Quote does not cover ceiling grid or floor tile repairs (if applicable) and overtime.		
55	1 ea	**INSTALLATION** Custom Model No. REMOVAL Remove existing equipment and dispose. Items to be marked by the end user for identification of what is to be removed and disposed of. Transportation of any equipment for auction purposes to a warehouse is responsibility of the end user.	$11,643.75	$11,643.75
56	1 ea	**SALVAGE VALUE** Custom Model No. SALVAGE Estimated salvage value of equipment being removed/disposed of. This is only an estimate and not a reduction of the quote to remove and dispose of equipment.	$-3,500.00	$-3,500.00
		Total		$521,660.69

Returned equipment may be subject to manufacturer restock fee.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $521,660.69

Commissioners Court - Regular Session **75.**

Meeting Date: 01/09/2018

Budget Amendment for Fleet

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Fleet Maintenance.

Background

This budget amendment is needed for an emergency repair and replacement of one of the garage doors at Fleet.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0882.0882.004510	Facility Repairs	4,195.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/02/2018 02:30 PM
Form Started By: Julie Kiley		Started On: 12/28/2017 03:20 PM
Final Approval Date: 01/02/2018		

Commissioners Court - Regular Session **76.**

Meeting Date: 01/09/2018

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
a) Business prospect(s) that may locate or expand within Williamson County.
b) Discuss Pearson Road District.
c) Discuss North Woods Road District.
d) Project Columbus Balbo
e) Mega Site
f) Texas State Gold Depository
g) Project New World
h) Coop District Development
i) Project Amazon
j) Project Valero

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:37 AM
Form Started By: Charlie Crossfield		Started On: 01/04/2018 08:55 AM
Final Approval Date: 01/04/2018		

Commissioners Court - Regular Session **77.**

Meeting Date: 01/09/2018

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension

b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.

c) Discuss the acquisition of real property for CR 176 at RM 2243

d) Discuss the acquisition of real property with endangered species for mitigation purposes.

e) Discuss the acquisition of real property: CR 101

f) Discuss the acquisition of real property: CR 200

g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.

h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)

i) Discuss the acquisition of real property for County Facilities.

j) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.

l) Discuss the acquisition of a drainage easement for CR 108.

m) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.

n) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.

o) Discuss the acquisition of real property for Seward Junction SE Loop.

p) Discuss the acquisition of real property for SH 29 @ DB Wood.

q) Discuss the acquisition of real property for Hairy Man Rd.

r) Discuss the acquisition of real property for SW Bypass.

s) Discuss the acquisition of real property for Crossroad Acres.

t) Discuss proposed acquisition of real property on CR 138.

u) Discuss proposed acquisition of real property at Highland Springs Lane.

v) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

w) Discuss Cedar Hollow low water crossings and Lost River.

x) Discuss the acquisition of real property- Condra Funeral Home- Taylor, Texas

y) Discuss the acquisition of real property- S&D Plumbing- Taylor, Texas

z) Discuss the acquistiion of Real Estate for Tower Site.

B. Property or Real Estate owned by Williamson County

1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.

b) Discuss possible sale of 183 A excess right of way

c) Discuss proposed sale of real estate of Blue Springs Blvd

d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.

e) Discuss wastewater easements in Berry Springs Park

f) Discuss Development Agreement with Ashby Capital Investments, LLC

g) Discuss sale of County property on Ronald Reagan Blvd.

h) Discuss abandonment of County property on CR 123.

i) Discuss possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas

j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility

k) Discuss possible sale/disposition of a portion of CR 117.

l) Discuss possible sale or exchange of property to LCRA.

m) Discuss sale of property adjacent to Blue Springs Boulevard, Georgetown, Texas.

n) Discuss the Interlocal Agreement with BRA for CR 305
C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:37 AM
Form Started By: Charlie Crossfield		Started On: 01/04/2018 08:53 AM
Final Approval Date: 01/04/2018		