

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
April 16, 2019
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 – 21)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004134	All County Cts/Misd Cases Ct A	\$60,000
To	0100-0425-004136	All County Cts/MH Cases Ct App	\$60,000

6. Discuss, consider and take appropriate action on a line item transfer for Williamson County Commissioners Court Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0401-004210	Internet/Email Svs	\$1,200.00
To	0100-0401-004100	Professional Services	\$1,200.00

7. Discuss, consider and take appropriate action on a line item transfer for Ag Extension.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0665-003005	Office Furniture	\$1,500
To	0100-0665-004221	Livestock Show	\$5,000
From	0100-0665-004231	Travel	\$3,500

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0401.003100	Office Supplies	\$650.00
To	0100.0401.003005	Office Furniture	\$650.00

9. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
10. Discuss, consider and take appropriate action on approving property tax collections for the month of March 2019 for the Williamson County Tax Assessor/Collector.
11. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of March 2019 for the Williamson County Tax Assessor/Collector.
12. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Medical Supplies for Williamson County Jail under IFB #1903-305.
13. Discuss, consider and take appropriate action on rejecting all proposals received for RFCSP #1902-299 Williamson County Expo Center East Concession and Restrooms.
14. Discuss, consider and take appropriate action regarding an amendment to the engagement agreement between the law firm of Russell Rodriguez Hyde Bullock L.L.P. and Williamson County to represent Williamson County in relation to solid waste matters; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.
15. Discuss, consider and take appropriate action on approving the agreement between Williamson County and Knight Security Systems per the terms of DIR contract #DIR-TSO-3430 to provide additional security equipment at the Georgetown Annex and authorizing execution of the agreement.
16. Discuss, consider, and take appropriate action regarding Change Order No. 4 (Smith Contracting) in the amount of -\$7,500.00 for Neenah Avenue Widening, a Road Bond project in Commissioner Pct. 1. Project: P278 Funding: Road Bond
17. Discuss, consider, and take appropriate action on County and agency changes to Census Tracts and Blocks Groups to meet Williamson County's responsibility for participation in the U.S. Census Bureau's Participant Statistical Area Program (PSAP) as part of the 2020 Census.

18. Discuss, consider, and take appropriate action to accept the gift of therapy dog visitations and services of the K-9's On Call Support Dogs organization, pursuant to Tex. Loc. Gov't Code § 81.032, for the benefit of emergency personnel, including but not limited to Emergency Communications and Mobile Outreach Teams.
19. Discuss, consider and take appropriate action on approval of the preliminary plat for the Green Haven Estates subdivision – Precinct 4.
20. Discuss, consider and take appropriate action on approval of the amended plat for the Paloma Lake Section 22B subdivision – Precinct 4.
21. Discuss, consider and take appropriate action on approval of the replat of Lot 3, Block B of the Star Ranch Commercial, Lots 1-3, Block B subdivision – Precinct 4.

REGULAR AGENDA

22. Recognize and acknowledge the excellent work and efforts of the Telecommunications Professionals throughout Williamson County.
23. Discuss, consider and take appropriate action on proclaiming April 2019 as CHILD ABUSE AND NEGLECT PREVENTION MONTH in Williamson County and hear a brief presentation by the Child Advocacy Center Executive Director, Kerrie Stannell.
24. Discuss, consider and take appropriate action on a Real Estate Contract and Right of First Refusal with the Estate of Lenora Louise McCray for Parkland. Funding Source: Parkland
25. Discuss, consider and take appropriate action on setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2019 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.
26. Discuss, consider, and take appropriate action on temporarily closing a section of CR 328 for Stalwart Films to shoot a TV series for AMC Television: Thursday April 18, 2019 5:00AM-10:00PM.
27. Discuss, consider, and take appropriate action on a proposed plan review process for parties wanting to submit building plans to the Fire Marshal's Office that have been reviewed by an approved third-party plan review service provider to show compliance with the county fire code.
28. Discuss, consider, and take appropriate action on approving a Lease Agreement between Pitney Bowes, Inc. and Williamson County for postage mail equipment in the amount of \$354.14 per month for 48 months, pursuant to BuyBoard Contract #576-18, and authorizing execution of the Agreement.
29. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Veterans Services Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
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	0100.0000.367400	Donations	\$300.00
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30. 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 Veterans Service Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	\$300.00

31. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	\$1,002.00	

32. 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 Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	\$1,002.00	

33. Discuss, consider and take appropriate action on approving the purchase of a specialty vehicle from Farber Specialty Vehicles in the amount of \$292,357.00 pursuant to Omnia Partners Cooperative Contract #128867, to support the operations of the Williamson County Sheriff's Office.
34. Receive updates on the Department of Infrastructure projects and issues.
35. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Surveying Services between Diamond Surveying Inc and Williamson County dated February 18, 2015 for Survey Services for Road and Bridge Division.
36. Receive and acknowledge the April 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.
37. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$80,000 from 2013 Road Non-Departmental (P290) to Neenah Ave Widening (P278) of \$50,000 and Lakeline RTL (P331) of \$30,000.
38. Discuss, consider and take appropriate action on awarding RFCSP #1901-286 FY19 Jail Renovations to the overall best value respondent, J.T. Vaughn Construction and authorizing execution of the agreement.

39. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager Tom Stanfield with general authority to approve change orders for the contract with J.T. Vaughn Construction, LLC in relation to the Williamson County Jail Renovations FY 2019 Project for any increase or decrease in cost of \$30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18 percent or more without the consent of the contractor.
40. Discuss, consider and take appropriate action on a real estate contract with Kasa Teltow for right of way needed on the CR 139 widening. Funding Source: Road & Bridge
41. Discuss and consider the existing contract with Round Rock Independent School District and potential future contracts.

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)."

42. 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

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: CR 101
 - e) Discuss the acquisition of real property: CR 200
 - f) Discuss the acquisition of real property for County Facilities.
 - g) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
 - h) Discuss the acquisition of real property for CR 314.
 - i) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
 - j) Discuss the acquisition of real property for SH 29 @ DB Wood.
 - k) Discuss the acquisition of real property for Hairy Man Rd.
 - l) Discuss the acquisition of real property for SW Bypass.
 - m) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - n) Discuss the acquisition of real property for CR 111.
 - o) Discuss the acquisition of real property for Corridor H
 - p) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
 - q) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - r) Discuss the acquisition of right-of-way for Corridor C.
 - s) Discuss the acquisition of right-of-way for Corridor F.
 - t) Discuss the acquisition of right-of-way for Corridor D.
 - u) Discuss the acquisition of right-of-way for Southeast Corridor.
 - v) Discuss the acquisition of right-of-way for Reagan extension.
 - w) Discuss the acquisition of right-of-way for Chandler Rd.
 - x) Discuss the acquisition of property near the County landfill.
 - y) Discuss the acquisition of property adjacent to River Ranch Park.
 - B. Property or Real Estate owned by Williamson County

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 +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

43. 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) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion

44. 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) Employee/personnel related matters
- d) 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.
- e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
- f) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- g) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- h) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
- i) 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.
- j) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
- k) Employment law claims of Michelle Williams and/or Andrenia McGowen.
- l) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
- m) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
- n) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
- o) Potential opioid litigation
- p) Valerie Adams - EEOC Charge No. 450-2018-03807
- q) Legal and contractual matters relating to the Williamson County Health Care Participation

- Program/Local Provider Participation Program and Williamson County Charity Services.
- r) Legal matters relating to Sunset Meadows Subdivision.
- s) Discuss District Office Lease at the Williamson County Jester Annex for State Representative.
- t) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- u) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
- v) BANGL Pipeline Project
- w) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
- x) Case No. 1:19-cv-00200-APM; Mahal Netis v. Sunwest Mortgage Company et. al; In the United States District Court for the District of Columbia
- y) Claim of Dan A. Gattis for reimbursement of attorneys fees.
- z) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).

- 45.** 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).

REGULAR AGENDA (continued)

- 46.** Discuss and take appropriate action concerning economic development.
- 47.** Discuss and take appropriate action concerning real estate.
- 48.** 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) Employee/personnel related matters
 - d) 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.
 - e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
 - f) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - g) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - h) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
 - i) 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.
 - j) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - k) Employment law claims of Michelle Williams and/or Andrenia McGowen.
 - l) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - m) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
 - n) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
 - o) Potential opioid litigation
 - p) Valerie Adams - EEOC Charge No. 450-2018-03807
 - q) Legal and contractual matters relating to the Williamson County Health Care Participation

Program/Local Provider Participation Program and Williamson County Charity Services.
r) Legal matters relating to Sunset Meadows Subdivision.
s) Discuss District Office Lease at the Williamson County Jester Annex for State Representative.
t) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
u) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
v) BANGL Pipeline Project
w) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
x) Case No. 1:19-cv-00200-APM; Mahal Netis v. Sunwest Mortgage Company et. al; In the United States District Court for the District of Columbia
y) Claim of Dan A. Gattis for reimbursement of attorneys fees.
z) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).

49. 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.

50. Comments from Commissioners.

Bill Gravell, Jr., 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 12th day of April, 2019 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

5.

Meeting Date: 04/16/2019

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

Appointments on MH Cases are on the rise. Funding has been exhausted for the year. We are moving monies conservatively to sustain the All County Court appointments through 9/30/19.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004134	All County Cts/Misd Cases Ct A	\$60,000
To	0100-0425-004136	All County Cts/MH Cases Ct App	\$60,000

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 04/09/2019

Reviewed By

Andrea Schiele

Date

04/09/2019 09:11 AM

Started On: 04/09/2019 08:34 AM

Commissioners Court - Regular Session

6.

Meeting Date: 04/16/2019

Line Item Transfer

Submitted By: Melissa Goins, County Judge

Department: Commissioners Court

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Williamson County Commissioners Court Department.

Background

Budget dollars requested were initially requested during the budget process in line item 4210, Internet. After further discussion with the Auditor's Office, it was determined line item 4100, Professional Services, would be the better line item for this expense.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0401-004210	Internet/Email Svs	\$1,200.00
To	0100-0401-004100	Professional Services	\$1,200.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)

Budget Office

Form Started By: Melissa Goins

Final Approval Date: 04/10/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

04/10/2019 03:16 PM

04/10/2019 03:29 PM

Started On: 04/10/2019 08:44 AM

Commissioners Court - Regular Session

7.

Meeting Date: 04/16/2019

Line Item Transfer

Submitted By: Pamela Ward, Ag Extension

Department: Ag Extension

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Ag Extension.

Background

I am requesting this line item transfer to cover expenses for the Major Livestock Shows. Due to the fact that the Natural Resource Agent is new, we had to send two agents to each show. This allowed our Agriculture Agent to onsite train our Natural Resource Agent on how to effectively manage our Youth Livestock Projects. Moving forward, Shelley Franklin (Natural Resource Agent) will be the only Agent attending these shows and our current budget will be sufficient for her in the upcoming year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0665-003005	Office Furniture	\$1,500
To	0100-0665-004221	Livestock Show	\$5,000
From	0100-0665-004231	Travel	\$3,500

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Budget Office
Form Started By: Pamela Ward
Final Approval Date: 04/10/2019

Reviewed By

Andrea Schiele
Ashlie Koenig

Date

04/10/2019 01:38 PM
04/10/2019 03:32 PM
Started On: 04/10/2019 09:18 AM

Commissioners Court - Regular Session

8.

Meeting Date: 04/16/2019

Line item transfer for Commissioners Court Dept.

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Consent

Information

Agenda Item

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

Background

Varidesks were purchased for the Public Information Office. Moving money from office supplies to office furniture to cover the expense.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0401.003100	Office Supplies	\$650.00
To	0100.0401.003005	Office Furniture	\$650.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Connie Odom

Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

04/11/2019 09:02 AM

04/11/2019 09:52 AM

Started On: 04/11/2019 08:52 AM

Commissioners Court - Regular Session

9.

Meeting Date: 04/16/2019

Compensation Items

Submitted By: Tammy Fennell, 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
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Attachments

[Merit Report](#)

[Merit LIT](#)

[Budget Details](#)

[Position Budget Changes](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tammy Fennell

Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 08:08 AM

Started On: 04/10/2019 11:19 PM

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Elections	Elect Warehouse Super.0769.001100.	14758	\$47,939.99	\$958.80	2.00	\$48,898.78	MERIT	4/19/2019
Unified Road Systems	Operator III.1621.001100.Y	5903	\$38,941.59	\$1,000.00	2.57	\$39,941.60	MERIT	4/19/2019
Unified Road Systems	Operator III R&B.1582.001100.	10651	\$43,986.70	\$599.99	1.36	\$44,586.69	MERIT	4/19/2019
Unified Road Systems	Operator II R&B.1671.001100.	13802	\$42,642.90	\$425.00	1.00	\$43,067.90	MERIT	4/19/2019
Unified Road Systems	Operator III.1656.001100.Y	13337	\$38,995.69	\$780.01	2.00	\$39,775.69	MERIT	4/19/2019
Unified Road Systems	Sr Foreman R&B.1607.001100.	1640	\$69,151.94	\$849.94	1.23	\$70,001.88	MERIT	4/19/2019
Unified Road Systems	Operator III.1534.001100.Y	12208	\$39,701.68	\$1,190.00	3.00	\$40,891.68	MERIT	4/19/2019
Unified Road Systems	Foreman R&B.1505.001100.	3281	\$59,489.56	\$600.08	1.01	\$60,089.64	MERIT	4/19/2019
Unified Road Systems	Operator IV.1556.001100.Y	10726	\$42,595.10	\$499.99	1.17	\$43,095.08	MERIT	4/19/2019
Unified Road Systems	Operator III R&B.1545.001100.	11628	\$41,433.75	\$600.00	1.45	\$42,033.74	MERIT	4/19/2019
Unified Road Systems	Operator II R&B.1554.001100.	11187	\$39,002.31	\$1,170.00	3.00	\$40,172.31	MERIT	4/19/2019
Unified Road Systems	Foreman I.1499.001100.	12709	\$56,001.92	\$224.90	0.40	\$56,226.82	MERIT	4/19/2019
Unified Road Systems	Operator V.1551.001100.Y	11393	\$45,887.60	\$700.01	1.53	\$46,587.61	MERIT	4/19/2019
Unified Road Systems	Operator II R&B.1561.001100.	13785	\$38,003.84	\$1,125.01	2.96	\$39,128.86	MERIT	4/19/2019
Unified Road Systems	Foreman I.1600.001100.	2725	\$58,001.06	\$1,499.94	2.59	\$59,501.00	MERIT	4/19/2019

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Unified Road Systems	Operator III.1550.001100.Y	13017	\$39,546.59	\$400.00	1.01	\$39,946.59	MERIT	4/19/2019
Unified Road Systems	Operator IV.1527.001100.Y	11542	\$44,219.16	\$1,325.00	3.00	\$45,544.16	MERIT	4/19/2019
Unified Road Systems	Operator II R&B.1531.001100.	11322	\$39,882.48	\$398.01	1.00	\$40,280.49	MERIT	4/19/2019
Unified Road Systems	Foreman R&B.1496.001100.Y	11669	\$55,500.12	\$724.88	1.31	\$56,225.00	MERIT	4/19/2019
Unified Road Systems	Operator V.1584.001100.	4024	\$48,325.21	\$1,450.02	3.00	\$49,775.23	MERIT	4/19/2019
Unified Road Systems	Operator III R&B.1544.001100.	12341	\$41,639.78	\$425.00	1.02	\$42,064.78	MERIT	4/19/2019
Unified Road Systems	Operator III.1552.001100.Y	13329	\$39,541.17	\$400.01	1.01	\$39,941.18	MERIT	4/19/2019
Unified Road Systems	Operator IV R&B.1583.001100.	13554	\$46,501.87	\$499.99	1.08	\$47,001.86	MERIT	4/19/2019
Unified Road Systems	Operator II R&B.1526.001100.	12529	\$38,570.99	\$1,155.01	2.99	\$39,726.00	MERIT	4/19/2019
Unified Road Systems	Operator V.1567.001100.Y	12231	\$50,408.79	\$499.98	0.99	\$50,908.77	MERIT	4/19/2019
Unified Road Systems	Operator V R&B.1593.001100.	3966	\$49,000.51	\$700.00	1.43	\$49,700.52	MERIT	4/19/2019

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0492	001100	958.80	
01	0100	0492	001130		958.80
01	0200	0210	001130		\$ 19,242.77
01	0200	0210	001100	\$ 19,242.77	

Organization	Position	Current Annual Sal	Annual Merit Amt	Requested/New Annual Sal	PCN	Budget Amount	Merit	Budget Adjustment
Elections	Elect Warehouse Super.0769.001100.	47939.9856	958.7968	48898.7824	769	49021.24	958.7968	49980.04
Unified Road Systems	Operator III.1621.001100.Y	38941.5936	1000.0016	39941.5952	1621	38941.59	1000.002	39941.59
Unified Road Systems	Operator III R&B.1582.001100.	43986.69872	599.9940794	44586.6928	1582	43986.69	599.9941	44586.68
Unified Road Systems	Operator II R&B.1671.001100.	42642.89977	424.9978304	43067.8976	1671	42642.9	424.9978	43067.90
Unified Road Systems	Operator III.1656.001100.Y	38995.685	780.0093974	39775.6944	1656	38995.69	780.0094	39775.70
Unified Road Systems	Sr Foreman R&B.1607.001100.	69151.94	849.94	70001.88	1607	69151.94	849.94	70001.88
Unified Road Systems	Operator III.1534.001100.Y	39701.67732	1189.999483	40891.6768	1534	39701.68	1189.999	40891.68
Unified Road Systems	Foreman R&B.1505.001100.	59489.56	600.08	60089.64	1505	59489.56	600.08	60089.64
Unified Road Systems	Operator IV.1556.001100.Y	42595.0963	499.9868973	43095.0832	1556	42595.1	499.9869	43095.09
Unified Road Systems	Operator III R&B.1545.001100.	41433.74731	599.9950861	42033.7424	1545	41433.75	599.9951	42033.75
Unified Road Systems	Operator II R&B.1554.001100.	39002.30546	1170.003345	40172.3088	1554	39002.31	1170.003	40172.31
Unified Road Systems	Foreman I.1499.001100.	56001.92	224.9	56226.82	1499	56001.92	224.9	56226.82
Unified Road Systems	Operator V.1551.001100.Y	45887.60218	700.009024	46587.6112	1551	45887.6	700.009	46587.61
Unified Road Systems	Operator II R&B.1561.001100.	38003.84132	1125.014682	39128.856	1561	38003.84	1125.015	39128.85
Unified Road Systems	Foreman I.1600.001100.	58001.06	1499.94	59501	1600	58001.06	1499.94	59501.00
Unified Road Systems	Operator III.1550.001100.Y	39546.59069	399.9965091	39946.5872	1550	39546.59	399.9965	39946.59
Unified Road Systems	Operator IV.1527.001100.Y	44219.15904	1324.999362	45544.1584	1527	44219.16	1324.999	45544.16
Unified Road Systems	Operator II R&B.1531.001100.	39882.48219	398.0074093	40280.4896	1531	39882.48	398.0074	40280.49
Unified Road Systems	Foreman R&B.1496.001100.Y	55500.12	724.88	56225	1496	55500.12	724.88	56225.00
Unified Road Systems	Operator V.1584.001100.	48325.215	1450.017005	49775.232	1584	48325.21	1450.017	49775.23
Unified Road Systems	Operator III R&B.1544.001100.	41639.77907	424.9969277	42064.776	1544	41639.78	424.9969	42064.78
Unified Road Systems	Operator III.1552.001100.Y	39541.16937	400.0098336	39941.1792	1552	39541.17	400.0098	39941.18
Unified Road Systems	Operator IV R&B.1583.001100.	46501.87143	499.9925674	47001.864	1583	46501.87	499.9926	47001.86
Unified Road Systems	Operator II R&B.1526.001100.	38570.99224	1155.010963	39726.0032	1526	38570.99	1155.011	39726.00
Unified Road Systems	Operator V.1567.001100.Y	50408.78829	499.9813146	50908.7696	1567	50408.79	499.9813	50908.77
Unified Road Systems	Operator V R&B.1593.001100.	49000.51466	700.003738	49700.5184	1593	49000.51	700.0037	49700.51

Department	PCN	EE ID	Current Annual Salary	New Annual Salary	Current Position Budget Amount	New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
911 Communications	1676	Vacant	N/A	N/A	39554.05	No Change	N/A	N/A	Title, Grade change: Telecom Ofcr I (B.21) to Telecom Ofcr Tainee (B.20); Title/Grade Change Only:	4/19/2019
911 Communications	141	Vacant	N/A	N/A	39554.25	No Change	N/A	N/A	Title, Grade change: Telecom Ofcr II (B.22) to Telecom Ofcr Tainee (B.20); Title/Grade Change Only:	4/19/2019
911 Communications	152	Vacant	N/A	N/A	39554.25	No Change	N/A	N/A	Title, Grade change: Telecom Ofcr II (B.22) to Telecom Ofcr Tainee (B.20); Title/Grade Change Only:	4/19/2019

Commissioners Court - Regular Session

10.

Meeting Date: 04/16/2019

Property Tax Collections – March 2019

Submitted For: Larry Gaddes

Submitted By: Renee Clark, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of March 2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[030119-033119 GWI-RFM](#)

[030119-033119 GWI-RFM Graph](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 10:00 AM

Started On: 04/11/2019 09:50 AM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
March 31, 2019

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
2018	\$263,787,849.87	\$1,737,763.97	\$265,525,613.84	\$2,086,232.34	\$98,543.23	\$1.28	\$4,904,465.15	\$260,621,148.69	98.15%	98.25%	98.79%
2017 & Prior Rollbacks	\$2,225,417.94	(\$129,835.63)	\$2,095,582.31	\$6,067.43	\$6,004.20	\$0.05	\$1,693,757.39	\$401,824.92	19.17%	25.23%	
	\$728,423.87	\$392,182.62	\$1,120,606.49	\$9,272.94	\$834.58	\$0.00	\$213,332.86	\$907,273.63	80.96%	81.26%	
Total All	\$266,741,691.68	\$2,000,110.96	\$268,741,802.64	\$2,101,572.71	\$105,382.01	\$1.33	\$6,811,555.40	\$261,930,247.24	97.47%	97.61%	

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
2018	\$24,985,918.49	\$170,335.86	\$25,156,254.35	\$193,859.72	\$9,372.04	\$0.20	\$455,577.14	\$24,700,677.21	98.19%	98.29%	98.81%
2017 & Prior Rollbacks	\$192,611.74	(\$10,787.94)	\$181,823.80	\$963.93	\$597.89	\$0.01	\$143,256.66	\$38,567.14	21.21%	27.68%	
	\$66,026.36	\$35,502.80	\$101,529.16	\$841.60	\$75.74	\$0.00	\$19,376.67	\$82,152.49	80.92%	81.21%	
Total All	\$25,244,556.59	\$195,050.72	\$25,439,607.31	\$195,665.25	\$10,045.67	\$0.21	\$618,210.47	\$24,821,396.84	97.57%	97.71%	

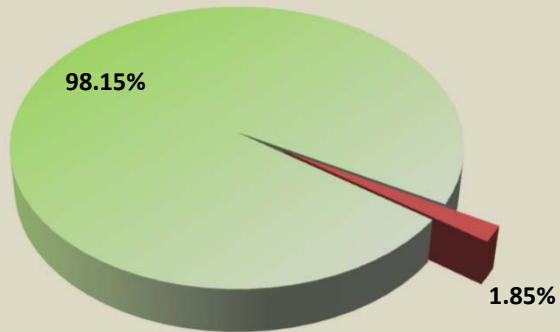
2018 COMBINED MONTHLY BREAKDOWN

Oct-18	\$291,986,248.27	\$55,422.48	\$292,041,670.75	\$6,698,736.54	\$24,058.16	\$414.39	\$285,342,519.82	\$6,699,150.93			
Nov-18	\$292,041,670.75	\$2,035,779.11	\$294,077,449.86	\$14,472,004.24	\$14,623.51	\$1,863.91	\$272,904,430.78	\$21,173,019.08			
Dec-18	\$294,077,449.86	\$76,514.79	\$294,153,964.65	\$158,358,138.96	\$60,078.22	\$727.80	\$114,622,078.81	\$179,531,885.84			
Jan-19	\$294,153,964.65	(\$57,508.46)	\$294,096,456.19	\$101,169,093.22	\$22,671.14	\$1,695.46	\$13,393,781.67	\$280,702,674.52			
Feb-19	\$294,096,456.19	\$0.00	\$294,096,456.19	\$3,821,135.46	\$187,029.58	(\$69,405.40)	\$9,642,051.61	\$284,454,404.58			
Mar-19	\$294,096,456.19	\$84,953.76	\$294,181,409.95	\$2,297,237.96	\$115,427.68	\$1.54	\$7,429,765.87	\$286,751,644.08			

**Year to Date Collection Report
March 1-31, 2019**

YTD Collected YTD Uncollected

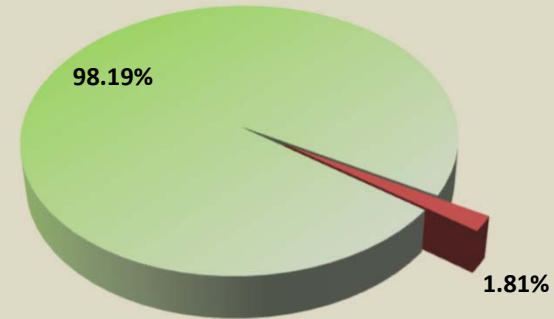
GWI



**Year to Date Collection Report
March 1-31, 2019**

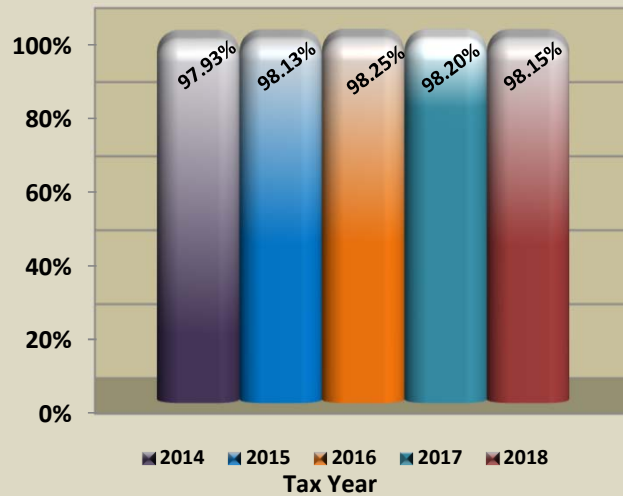
YTD Collected YTD Uncollected

RFM



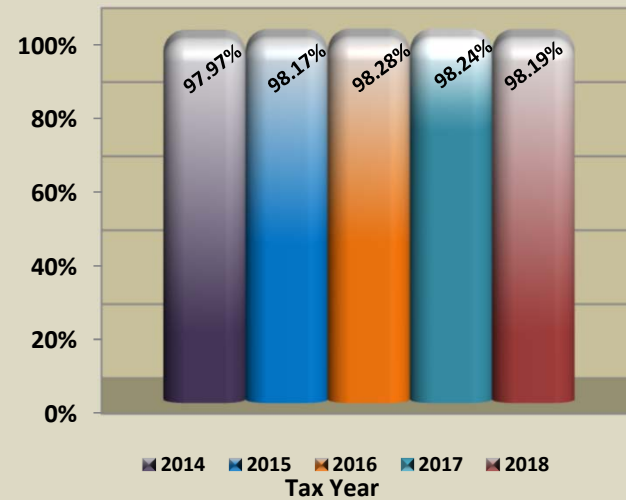
**Percent of Roll Collected Comparison
March 1-31, 2019**

GWI



**Percent of Roll Collected Comparison
March 1-31, 2019**

RFM



Commissioners Court - Regular Session

11.

Meeting Date: 04/16/2019

Property Tax Refunds – Over 2500 – March 2019

Submitted For: Larry Gaddes

Submitted By: Renee Clark, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of March 2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

030119-033119 Refunds Over 2500

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 10:02 AM

Started On: 04/11/2019 09:55 AM



**WILLIAMSON
COUNTY**

1848

Date: April 11, 2019
To: Members of the Commissioners Court
From: Larry Gaddes PCAC, CTA
Subject: Property Tax Refunds

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

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
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Property Tax
Monthly Refund Report

As of March 31, 2019

Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers				
03/06/2019	69868	DASARADHA RAMIREDDY & JYOTI CHEREDDY	R459197 - Overpayment	-8,440.80
03/19/2019	70200	REVERSE MORTGAGE SOLUTIONS INC	R471246 - Double payment	-4,399.12
03/21/2019	70273	GEHAN AUSTIN	Multiple Accounts - Double payments	-6,754.03
Total Refunds Payable - Taxpayers				<u>-19,593.95</u>
TOTAL				<u>-19,593.95</u>

Commissioners Court - Regular Session

12.

Meeting Date: 04/16/2019

Advertise for Medical Supplies for Williamson County Jail

Submitted For: Randy Barker

Submitted By: Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Medical Supplies for Williamson County Jail under IFB #1903-305.

Background

Williamson County is soliciting bids for medical supplies for the Williamson County Jail. The current contract expires on 7/6/2019. Expenditures for these items will be funded by 01.0100.0570.003200. Funding was budgeted in the FY19 budget. Department contact is Commander Brian Loyd.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Bid Packet

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Erica Smith
Final Approval Date: 04/11/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

04/11/2019 10:15 AM
04/11/2019 10:33 AM
Started On: 03/26/2019 09:58 AM

Solicitation 1903-305

Medical Supplies for Williamson County Jail

Bid Designation: Public



Williamson County, Texas

Bid 1903-305

Medical Supplies for Williamson County Jail

Bid Number 1903-305
 Bid Title Medical Supplies for Williamson County Jail

Bid Start Date In Held
 Bid End Date May 16, 2019 2:00:00 PM CDT
 Question & Answer End Date May 10, 2019 5:00:00 PM CDT

Bid Contact Erica Smith
 Purchasing Specialist III
 512-943-1554
 erica.smith@wilco.org

Contract Duration 12 months
 Contract Renewal 2 annual renewals
 Prices Good for 90 days

Bid Comments **Williamson County is soliciting bids for medical supplies for use by the Williamson County Jail.**

Item Response Form

Item 1903-305--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.



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION NUMBER 1903-305
Medical Supplies for Williamson County Jail**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
May 16, 2019 2:00:00 PM CDT**

**PROPOSALS WILL BE PUBLICLY OPENED:
May 16, 2019 2:00:00 PM CDT**

Notice is hereby given that sealed Bids 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 bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

-
Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

- **Bidders are strongly encouraged to carefully read this entire IFB.**

- All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

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.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid 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 IFB, to:

Williamson County Purchasing Department
Attn: **BID NAME AND NUMBER**
100 Wilco Way
Suite P101
Georgetown, TX 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
 - Bidder 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 Bids being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
- All submitted questions with their answers will be posted and updated on www.bidsync.com.
-
- It is the Bidder'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 IFB will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.
-



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMS AND SUBMISSION

2.1 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 Bidders 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/Departments/Purchasing/Conflict-of-Interest>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, 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 IFB.** Similarly, any personal or business relationship between the Bidder, 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 Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders 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 the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package even if no conflict exists. Package may be deemed incomplete without this form.

2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders 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 Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder 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), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's 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 Bidder must sign the printed copy of the form.
- D. 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 Bid and/or 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.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB. Additionally, the Bidder certifies that the Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, Bidder certifies that the he or she 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 Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 ETHICS

The Bidder 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.

2.5 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.6 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids be submitted electronically through BidSync; however, Bidders can submit a hard copy. Please be aware that submitting bids electronically is a convenience to the bidder. **Williamson County takes no responsibility for any third-party system interruption potentially causing late delivery of bidder's submittal.**

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid 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 IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder 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 Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of 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 Bids.

3.4 SIGNATURE OF BIDDER

- A. If the Bidder 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 Bidder 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 Bidder 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 Bidder 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 or equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;

- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

3.11 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 Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

https://www.bidsync.com/bidsync-app-web/shared/shared/embeddedSearchResults.xhtml?srchoid_override=2025019&pastonly=1

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder 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 Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be

generated to the Successful Bidder 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.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these 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.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent's performance record on work similar to that described in this RFP. 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, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, 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 IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, 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 IFB and its Addenda (if applicable), and the Bidder's Bid. 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 IFB and its Addenda (if applicable); and
 2. The Bidder's Bid.
- 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 IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. Terms and conditions of the Ensuing Agreement;
 2. The IFB its Addenda; and
 3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder 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 in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

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 Bidders 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.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of 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.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 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 Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder 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 in 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 Bidder. 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 Bidder 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.

4.9 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 Bidder 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 Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder 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 Bidder.

4.10 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 Bidder does not desire proprietary information in the Bid 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 Bidder, 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 Bidder.

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 IFB or in the Bidder's Bid 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 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.

4.11 RIGHT TO AUDIT

The Successful Bidder 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 Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder 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 Bidder reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, 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 Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder 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 Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder's agents, servants or employees, as well as all claims of loss or damage to the Bidder'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 Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder 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 Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder 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 (15th) 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 Bidder in the defense of each matter. The Successful Bidder'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 Bidder 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 Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder'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 Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder 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 Bidder 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 Bidder 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 Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder 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 Bidder is not an employee of the County, and that the Successful Bidder 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.

4.17 SOLE PROVIDER

The Successful Bidder 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.

4.18 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.

4.19 SEVERABILITY

If any provision of this IFB, 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 IFB, 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 IFB, 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 IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 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
100 Wilco Way, Suite P101
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Submittal.

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.

4.22 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.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder 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 Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 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.

4.25 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.

4.26 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 IFB, 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.

4.27 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 the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 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.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder 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.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder 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 Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder 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 Bidder'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 Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only an estimate; the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder 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 Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, 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 Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid 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 Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder 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 Bidder and the County.

4.38 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 Bidder, the County shall notify the Successful Bidder 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 Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder 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 Bidder 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

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, 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 IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement 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.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation, civil or criminal, or 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. Furthermore, the bidder certifies to the best of its knowledge and belief that within the last five (5) years Bidder or Bidder Related Entities have not: a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction; b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency; c. had any business license or professional license suspended or revoked; d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency. If Bidder cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made. The Commissioner's Court will determine whether a contract may be entered into with the Bidder. The Bidder's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Bidder shall have an obligation to immediately notify the Purchasing Department in writing if at any time during the term of the contract it becomes aware of any event which would cause the Bidder's certification or explanation to change. Bidder acknowledges that the Commissioner's Court may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid 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 Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder 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.

4.45 CONFIDENTIALITY

The Bidder 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 Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

1.2 Technical Contact

Commander Brian Loyd (or successor), Williamson County Sheriff's Office. 508 S. Rock St. Georgetown, Texas 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 Bidder.

1.3 Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning July 7th, 2019 and ending July 6th, 2020.

1.4 Contract Extensions

At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. This extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same unless if requested by the successful bidder and approved by the Commissioners Court, a price escalation at renewal time is awarded of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the

Additional Stipulations - Bid

latest index published one hundred and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extension will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the successful bidder may elect to terminate this agreement, with no additional liability to the County. The County and successful bidder agree that termination shall be the successful bidder's sole remedy under this circumstance.

1.5 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

1.6 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision. Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the bid number and bid description:

Williamson County Purchasing Department
100 Wilco Way, Suite P101
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 Bidder and County.

Successful Bidder must comply with the following insurance requirements at all

Additional Stipulations - Bid

times during this Contract:

- A. Coverage Limits.** Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Bidder, at Successful Bidder's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s) 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.** Successful Bidder shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Bidder further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Bidder is responsible, Successful Bidder shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over \$50,000** in the Successful Bidder's insurance must be declared and approved in writing by County in advance.
- D. Commencement of Work.** Successful Bidder 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, Successful Bidder 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 Successful Bidder 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.** Successful Bidder shall furnish County with a certification of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Bidder shall also notify County, within twenty-four (24)**

Additional Stipulations - Bid

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 Successful Bidder, 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 Successful Bidder, Successful Bidder shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

Successful Bidder shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Bidder must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s), 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 Purchasing Department
100 Wilco Way, Suite P101
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 Successful Bidder shall be borne solely by Successful Bidder, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

BID SPECIFICATIONS MEDICAL SUPPLIES

Prices are to be F.O.B. destination (freight included).

Delivery: Individual packages are to be shipped by UPS or FED EX.

Samples are to be provided upon request. Requested samples will be provided within five (5) days from date of request.

The County requires at least a one (1) year expiration date on those products with a limited shelf life.

Provide a catalog or a fact sheet (with pictures preferred) of all items bid. This will allow for positive identification of items bid. Please attach as an item in BidSync or mail a hard copy to the Purchasing Department before the bid closing date.

Where a brand name is shown, bid the brand name or equal. If substituting a different brand (or equal), identify the brand being bid, notate the product/order number to be used in ordering, and provide with bid a written description of the substituted product.

Notate on bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).

During the contract period if a product is discontinued, the county is to be notified immediately so substitutions or other arrangements can be made.

WILLIAMSON COUNTY JAIL – MEDICAL SUPPLIES:

Shipping Address: Attn: Rebecca Espitia
 306 West 4th Street
 Georgetown, TX 78626

Billing Address: Attn: Abigail Dass
 508 South Rock Street
 Georgetown, TX 78626

Point Of Contact: Cmdr. Brian Loyd
 (512) 943-1691

Vendor should submit time-frame for receipt of goods to our facility once purchase order is received by vendor.

ITEM #	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	VENDOR CATALOG NUMBER	HOW SUPPLIED (for example 50 per box/each/100 per case, etc.)	UNIT COST	COST PER BOX/CASE
GENERAL MEDICAL SUPPLIES						
1	60,000 EA	4 X 4 NON-STERILE GAUZE 12-Ply				
2	50 BX	ALCOHOL PREP PADS MEDIUM 200 PACKS PER BOX				
3	20 BX	URINE CHEM STRIP - 10 TESTS (100-STRIPS)				
4	10, 000 EA	GRADUATED MEDICINE CUPS 1OZ PLASTIC DISPOSABLE				
5	5000 EA	SILENT KNIGHT PILL CRUSHER POUCH 50 PACK				
DIABETIC SUPPLIES						
6	10 EA	GLUCOMETER KIT - TRUE TRACK SMART SYSTEM				
7	100 BTL	GLUCOMETER TEST STRIPES - TRUE TRACK SMART SYSTEM				
8	90 EA	INSTANT GLUCOSE - 15 GRAMS/TUBE				
9	50 BX	INSULIN SYRINGE W/NEEDLE 1ML 28GA 1/2INCH				
10	50,000 EA	LANCETS - UNISTICK 2 COMFORT 28G				
OVER-THE-COUNTER DRUGS/MEDICATION						
11	15 BTL	ACETAMINOPHEN 325MG 1000ct				
12	20 BTL	ASA 325MG 100ct				
13	30 BTL	ASPRIN 81mg, BABY CHEWABLE TABLETS 36ct				
14	500 EA	CLOTRIMAZOLE CREAM 1%, 1 OZ TUBE				
15	10 CS	ENSURE PLUS CHOCOLATE FLAVOR 8-OZ				
16	5 BTL	FOLIC ACID 1 MG 100ct				
17	720 EA	HYDROCORTISONE CREAM 1%- .9 GM PACKETS				
18	100 BTL	IBUPROFEN 200 MG – 1000ct BTL				
19	30 BTL	OMEPRAZOLE 20MG				
20	10 EA	LICE SHAMPOO -1 GAL				
21	100 BX	IMODIUM MULTI-SYSPOM 125-2 MG 12-BX				
22	25 BTL	NAPROXEN 500mg 1000ct				
23	24 BTL	MILK OF MAGNESIA 12oz				
24	50 BTL	MULTI-VITAMIN SUPPLEMENT				
25	120 EA	AMMONIA CAPSULES-STIMULANT INHALENT				
26	30 BTL	BENADRYL 50mg				
27	2,000 EA	ORAJEL MAX .25-OZ TUBE				
28	1000 EA	PRENATAL VITAMIN SUPPLEMENT				

29	720 EA	TRIPLE ANTIBIOTIC CREAM PACKETS .9GM				
30	30000 EA	TUMS/ANTACID 500mg				

State delivery time after receipt of purchase order_____.

Delivery time shall be a consideration in the evaluation process.

Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid 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 IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder 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 Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	<input style="width: 100%;" type="text"/>
Address of Bidder:	<input style="width: 100%;" type="text"/>
Email:	<input style="width: 100%;" type="text"/>
Telephone:	<input style="width: 100%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder 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 Bidder) and have been duly authorized to execute the foregoing on behalf of the said (Name of Bidder).

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 BIDS SYNC ELECTRONICALLY.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

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 #1903-305 - Medical Supplies for Williamson County Jail

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session

13.

Meeting Date: 04/16/2019

Rejecting Proposals RFCSP 1902-299

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on rejecting all proposals received for RFCSP #1902-299 Williamson County Expo Center East Concession and Restrooms.

Background

Williamson County received four (4) proposals for RFCSP #1902-299 Williamson County Expo Center East Concession and Restrooms. Only two (2) proposals of the four (4) received were deemed responsive. Both responsive bids exceed budget. The Evaluation Committee believes it is in the best interest of the County to reject the responsive proposals in hopes of obtaining a more competitive offer and recommends rebidding later as part of a larger project.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Recommendation

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 04/11/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

04/11/2019 09:57 AM
04/11/2019 10:00 AM
Started On: 04/08/2019 04:17 PM



Parks and Recreation

April 8, 2019

Mr. Randy Barker,
Director/Purchasing Agent
Georgetown Annex
100 Wilco Way,
Suite P101,
Georgetown, Texas 78626

Re: Request for Competitive Sealed Proposals - 1902-299 - Williamson County Expo Center East Concession and Restrooms

Williamson County received four (4) bids for the Request for Competitive Sealed Proposals - 1902-299 - Williamson County Expo Center East Concession and Restrooms. Only two (2) bids were deemed responsive. Both responsive bids exceed our stated budget.

The Parks Department believes it is in the best interest of the county to reject the responsive bids in hopes of obtaining a more competitive offer and recommends rebidding later as part of a larger project.

Please contact me with questions.

Sincerely,

Randy Bell
Parks Director

Attachment:

Bid Tab



WILLIAMSON COUNTY

Williamson County Parks & Recreation Department
219 Perry Mayfield
Leander, Texas 78641
512-943-1920
parksandrec@wilco.org
www.wilco.org

**Bid Tabulation Packet
for
Solicitation 1902-299**

**Williamson County Expo Center East Concession and
Restrooms**

Bid Designation: Public



Williamson County, Texas

Bid #1902-299 - Williamson County Expo Center East Concession and Restrooms

Creation Date **Feb 15, 2019**

End Date **Mar 21, 2019 3:00:00 PM CDT**

Start Date **Feb 26, 2019 10:32:55 AM CST**

Awarded Date **Not Yet Awarded**

1902-299--01-01 Total Proposal Price					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
T.F. Harper & Associates. LP	First Offer - \$986,912.46	1 / each	\$986,912.46		Y
Product Code: Agency Notes: percheron construction		Supplier Product Code: Supplier Notes:			
	First Offer - \$999,409.00	1 / each	\$999,409.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Section 27.41.50 C has been excluded for this proposal			
HCS Inc Commercial General Contractor	First Offer - \$1,063,000.00	1 / each	\$1,063,000.00		Y
Product Code: Agency Notes:		Supplier Product Code: Construction Supplier Notes:			
G. Creek Construction	First Offer - \$1,089,500.00	1 / each	\$1,089,500.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

1902-299--01-02 Please Attach All Documents To This Line					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
T.F. Harper & Associates. LP	First Offer -	1 / each		Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Bid bond is included in proposal attachments.			
percheron construction	First Offer -	1 / each		Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Bid Bond attached			
HCS Inc Commercial General Contractor	First Offer -	1 / each		Y	Y
Product Code: Agency Notes:		Supplier Product Code: bid packet Supplier Notes:			
G. Creek Construction	First Offer -	1 / each		Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			



Supplier Totals

f T.F. Harper & Associates. LP	\$986,912.46 (2/2 items)
Bid Contact Tom Bonner tbonner@tfharper.com Ph 512-440-0707 Fax 512-440-0736	Address 103 Red Bird Lane Austin, TX 78745
Bid Bond (Status: An error occurred during verification. Bond Not Found)	
Agency Notes:	Supplier Notes:
	Head Attach:

f percheron construction \$999,409.00 (2/2 items)
 Bid Contact **Nathan Sloan** Address **1008 Horne Dr**
nsloan@percheronconst.com **Cedar Park, TX 78613**
Ph 512-847-0600

Agency Notes: **Supplier Notes:** **Head Atch:**


f HCS Inc Commercial General Contractor \$1,063,000.00 (2/2 items)
 Bid Contact **Mike Ballerino** Address **365 Wayside Dr**
bids@hcs-gc.com **Waco, TX 76705**
Ph 254-829-3201

Bid Bond  (Status: An error occurred during verification. Bond Not Found)
Agency Notes: **Supplier Notes:** **Head Atch:**


f G. Creek Construction \$1,089,500.00 (2/2 items)
 Bid Contact **John Haralson** Address **PO Box 163764**
john@gcreek.com **Austin, TX 78716**
Ph 512-452-5640

Agency Notes: **Supplier Notes:** **Head Atch:**


**

Commissioners Court - Regular Session

14.

Meeting Date: 04/16/2019

Rodriguez Atty Ag

Submitted For: Bill Gravell

Submitted By: Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding an amendment to the engagement agreement between the law firm of Russell Rodriguez Hyde Bullock L.L.P. and Williamson County to represent Williamson County in relation to solid waste matters; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.

Background

The purpose of this amendment is to update the engagement agreement to include the billing rates of all the attorneys at the firm that may provide legal services to the county and to clarify that consulting fees to assist in legal representation of the county will be billed to Williamson County at cost. The prior engagement agreement only set out the billing rate for Arturo D. Rodriguez, Jr.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment to Engagement Agreement

Form Review

Inbox

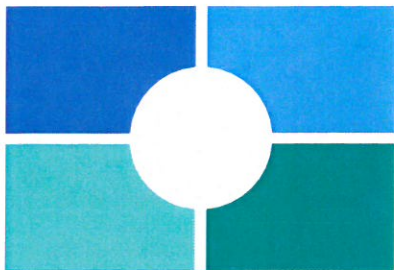
County Judge Exec Asst.
Form Started By: Hal Hawes
Final Approval Date: 04/05/2019

Reviewed By

Andrea Schiele

Date

04/05/2019 08:31 AM
Started On: 04/04/2019 04:38 PM



**RUSSELL
RODRIGUEZ
HYDE
BULLOCK**

A TEXAS LIMITED LIABILITY PARTNERSHIP

1633 Williams Drive
Building 2, Suite 200
Georgetown, Texas 78628
www.txlocalgovlaw.com
Office: 512.930.1317
Fax: 866.929.1641

Attorneys of the Firm:
Kerry E. Russell
Arturo D. Rodriguez, Jr.
George E. Hyde
Bradford E. Bullock
Caroline A. Kelley
William A. Brooks

April 4, 2019

Hal Hawes
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, TX 78626

RE: Amendment to November 30, 2017 Client Agreement

Dear Mr. Hawes:

Per the billing conversation this morning regarding our firm's client agreement contract, we propose to amend the Client Engagement Agreement signed by Judge Dan A. Gattis on November 30, 2017 by adding the following:

Arturo D. Rodriguez	\$295
George E. Hyde	\$295
Caroline A. Kelley	\$295
Bradford E. Bullock	\$295
Kerry E. Russell	\$295
Associate Attorney	\$220
Paralegal Support	\$125

In addition, we will bill all consultant charges to the County without any additional markup.

If this agreement is acceptable to you, please sign the duplicate original and return it to us for our records.

Sincerely,


Arturo D. Rodriguez, Jr.

APPROVED:

Date _____

Commissioners Court - Regular Session

15.

Meeting Date: 04/16/2019

Approval of Knight Security Install Additional Security Equipment Gtown Annex

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Williamson County and Knight Security Systems per the terms of DIR contract #DIR-TSO-3430 to provide additional security equipment at the Georgetown Annex and authorizing execution of the agreement.

Background

This agreement is for Knight Security to provide an additional touchscreen keypad, a new microphone and moving an existing camera. Total amount is \$2,601.06. Department point of contact is Dale Butler. Funding source P325.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 04/11/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

04/11/2019 10:02 AM
04/11/2019 10:02 AM
Started On: 04/09/2019 09:25 AM

Commissioners Court - Regular Session

16.

Meeting Date: 04/16/2019

1710-194 Neenah Avenue Widening Change Order No. 4

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 (Smith Contracting) in the amount of -\$7,500.00 for Neenah Avenue Widening, a Road Bond project in Commissioner Pct. 1.

Project: P278 Funding: Road Bond

Background

This Change Order provides for the final balancing for the overrun/underrun of City of Austin contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1710-194 Neenah Avenue Widening CO No. 4

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 11:56 AM

Started On: 04/10/2019 02:39 PM

Received

Received

RECEIVED
APR 03 2019
BY: PST

APR 05 2019

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 4

APR 01 2019

HNTB Corporation
Round Rock

- 1. CONTRACTOR: Smith Contracting Co.
- 2. Change Order Work Limits: Sta. 7+00 to Sta. 25+00
- 3. Type of Change(on federal-aid non-exempt projects): Min (Major/Minor)
- 4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	<u>1710-194</u>
Roadway:	<u>Neenah Avenue Widening</u>
CSJ Number:	<u> </u>

5. Describe the work being revised:

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overrun/underrun of City of Austin Utility Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

- 6. Work to be performed in accordance with Items: see attached
- 7. New or revised plan sheet(s) are attached and numbered: n/a
- 8. New Special Provisions/Specifications to the contract are attached: Yes No
- 9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>4-1-19</u></p> <p>By <u>[Signature]</u> VP</p> <p>Typed/Printed Name <u>HARDIN CAMPBELL</u></p> <p>Typed/Printed Title <u>VP</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u> </u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>(\$7,500.00)</u></p>
--	--

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 4/2/19
Project Manager Date

County Commissioner Precinct 1 Date
 APPROVED REQUEST APPROVAL

N/A
Design Engineer Date

County Commissioner Precinct 2 Date
 APPROVED REQUEST APPROVAL

[Signature] 4/3/19
Program Manager Date

County Commissioner Precinct 3 Date
 APPROVED REQUEST APPROVAL

Design Engineer's Seal:

County Commissioner Precinct 4 Date
 APPROVED REQUEST APPROVAL

County Judge Date
 APPROVED

CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other</p>
<p>3. County Convenience</p>	<p>3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other</p>
<p>4. Third Party Accommodation</p>	<p>4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. `` 4D. Other</p>
<p>5. Contractor Convenience</p>	<p>5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other</p>
<p>6. Untimely ROW/Utilities</p>	<p>6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other</p>

Williamson County Road Bond Program

**Neenah Ave. Widening
Williamson County Project No. 1710-194**

Change Order No. 4

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of City of Austin contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

The following are the reasons for the changes to the City of Austin items:

Item 506S-4WW – Major Manhole Height Adjustment. The two existing manholes called out to be adjusted were inspected by City of Austin during construction and determined to be acceptable. The item was not used.

Item 510-AWRJ6 – Factory Restraint 6” Ductile Iron Class 350 pipe. The total of 20’ of pipe was added at the three fire hydrant locations to extend the hydrant location to behind the curb. The City of Austin agreed to these modifications.

Item 511S-A6 – Valves, Gate Valve, 6” DIA. – An existing 6” gate valve was left in place and re-used instead of being replaced per the plans. The City of Austin agreed to leave the existing valve in place.

Item SP504S-GV6 – Remove Valve, 6” - Two 6” gate valves were removed. One at STA. 9+11.01 and STA. 23+93.14. The plans called out the removal of the two 6” gate valves but the plan quantity was only one. The City of Austin agrees to this additional cost.

This Change Order results in a net decrease of \$7,500.00 to the Contract amount, for an adjusted Contract total of \$2,544,740.14. The original Contract amount was \$2,529,398.54. As a result of this and all Change Orders to-date, \$15,341.60 has been added to the Contract, resulting in less than a .61% net increase in the Contract cost. There will not be any additional days added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session

17.

Meeting Date: 04/16/2019

Census PSAP submission

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on County and agency changes to Census Tracts and Blocks Groups to meet Williamson County's responsibility for participation in the U.S. Census Bureau's Participant Statistical Area Program (PSAP) as part of the 2020 Census.

Background

This item is acknowledgement and approval of the submission of the Participant Statistical Area Program (PSAP) data to the US Census Bureau via Capital Area Council of Governments (CAPCOG). As part of this program, the County had 120 days to update Census tracts, block groups, and Census Designated Places. These updates will be the basis for demographics for the next 10 years.

The County and participating Agencies have made changes to the Census Tracts and Blocks Groups based on Census population and housing criteria as well as current and future planned growth. The Court had given our office direction to present the proposed changes before we move ahead to finalize the changes and submit to the Census for final review.

Due to the 120-day timeline from the Census Bureau, there was only a few weeks for edits to be made to the data before the County will compile the changes and submit the final set to CAPCOG and on to the Census Bureau.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PSAP Maps

Form Review

Inbox

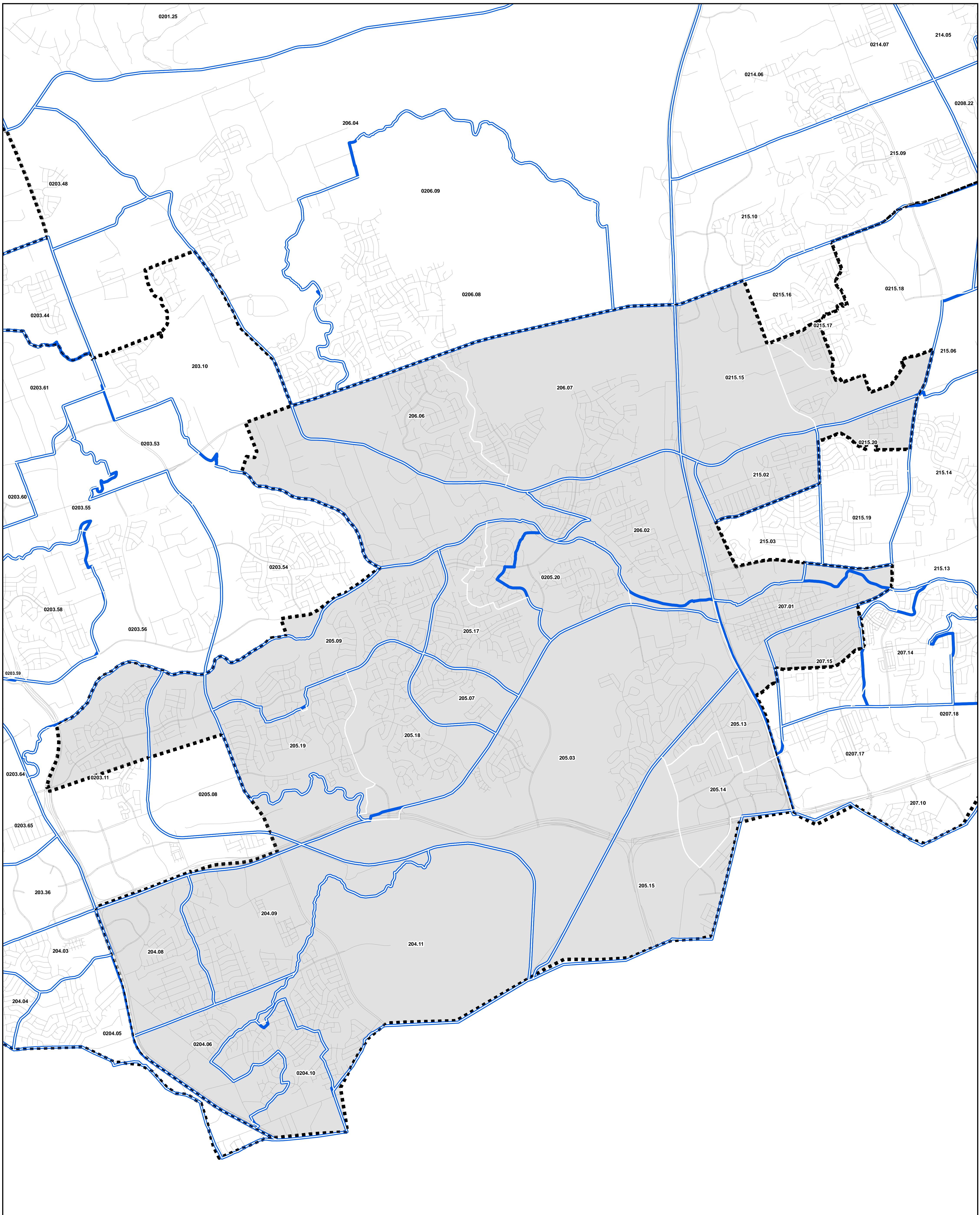
County Judge Exec Asst.
Form Started By: Richard Semple
Final Approval Date: 04/11/2019

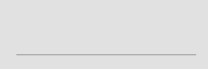

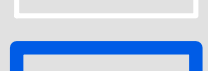


Reviewed By

Andrea Schiele

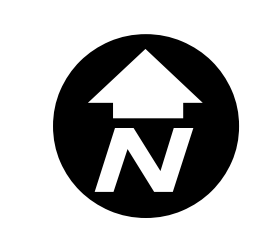
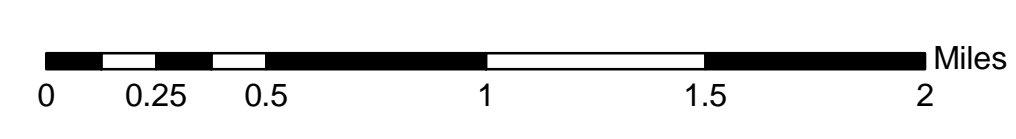
Date

04/11/2019 08:33 AM
Started On: 04/10/2019 08:21 PM



 Roads
 Proposed 2020 Tracts
 2010 Tracts
 Other Precincts
Pct Number
 1

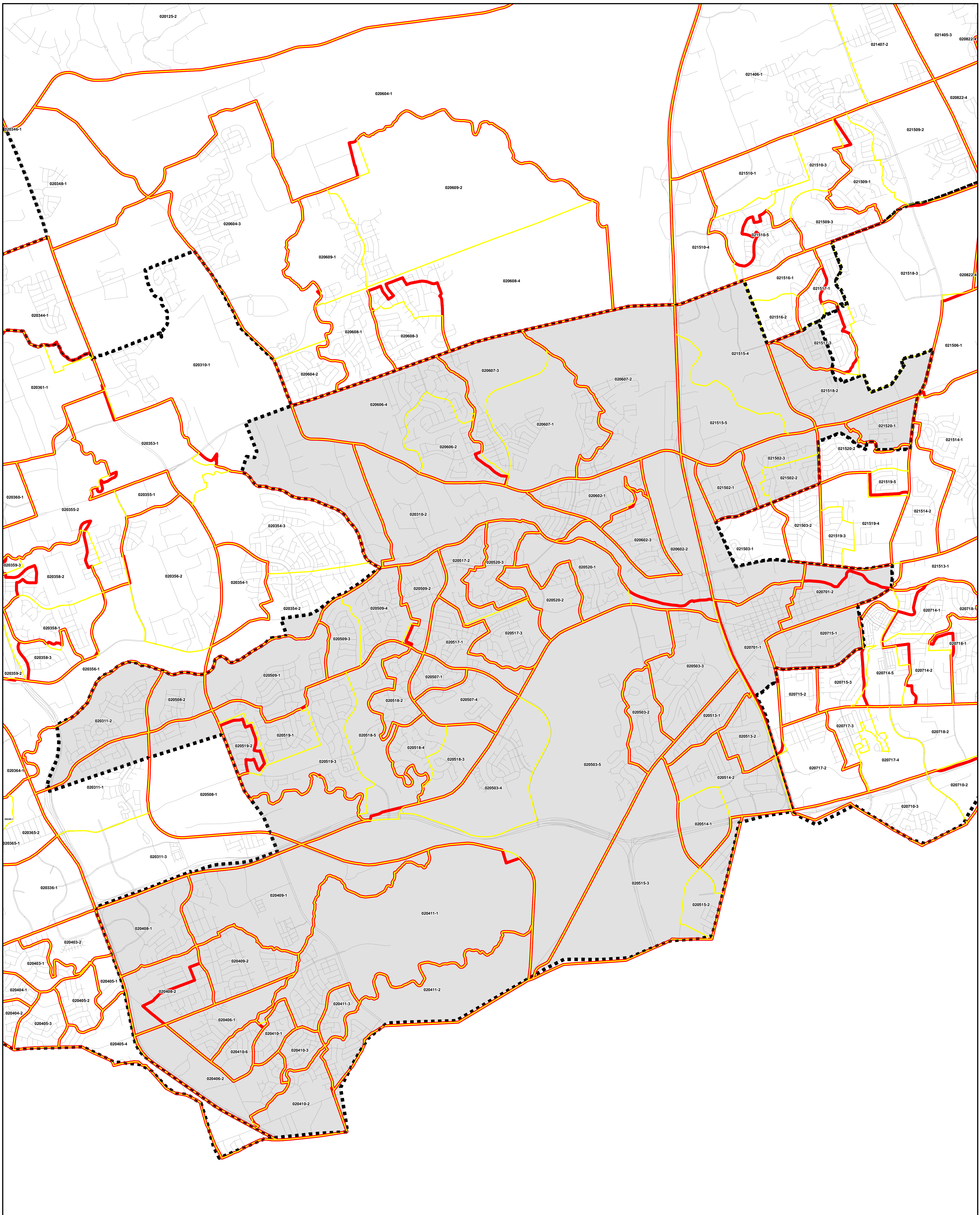
Precinct 1 Census Proposed 2020 Tracts
Williamson County, Texas



DISCLAIMER - PLEASE READ:
This map is for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unshaded areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient for any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.




 MAP DATE: 04/14/2019
 MAP AUTHOR:
 GIS Staff
 Williamson County
 311 SE River Loop, Suite 107
 Georgetown, TX 78626
 Phone: 512-943-1489
 Fax: 512-943-1458
 gis@wilco.org



Roads

Proposed 2020 Block Groups

2010 Block Groups

Other Precincts

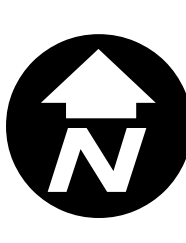
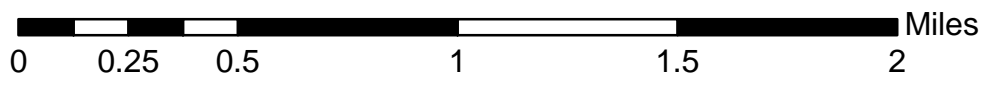
Pct Number

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Precinct 1 Census Proposed 2020 Block Groups

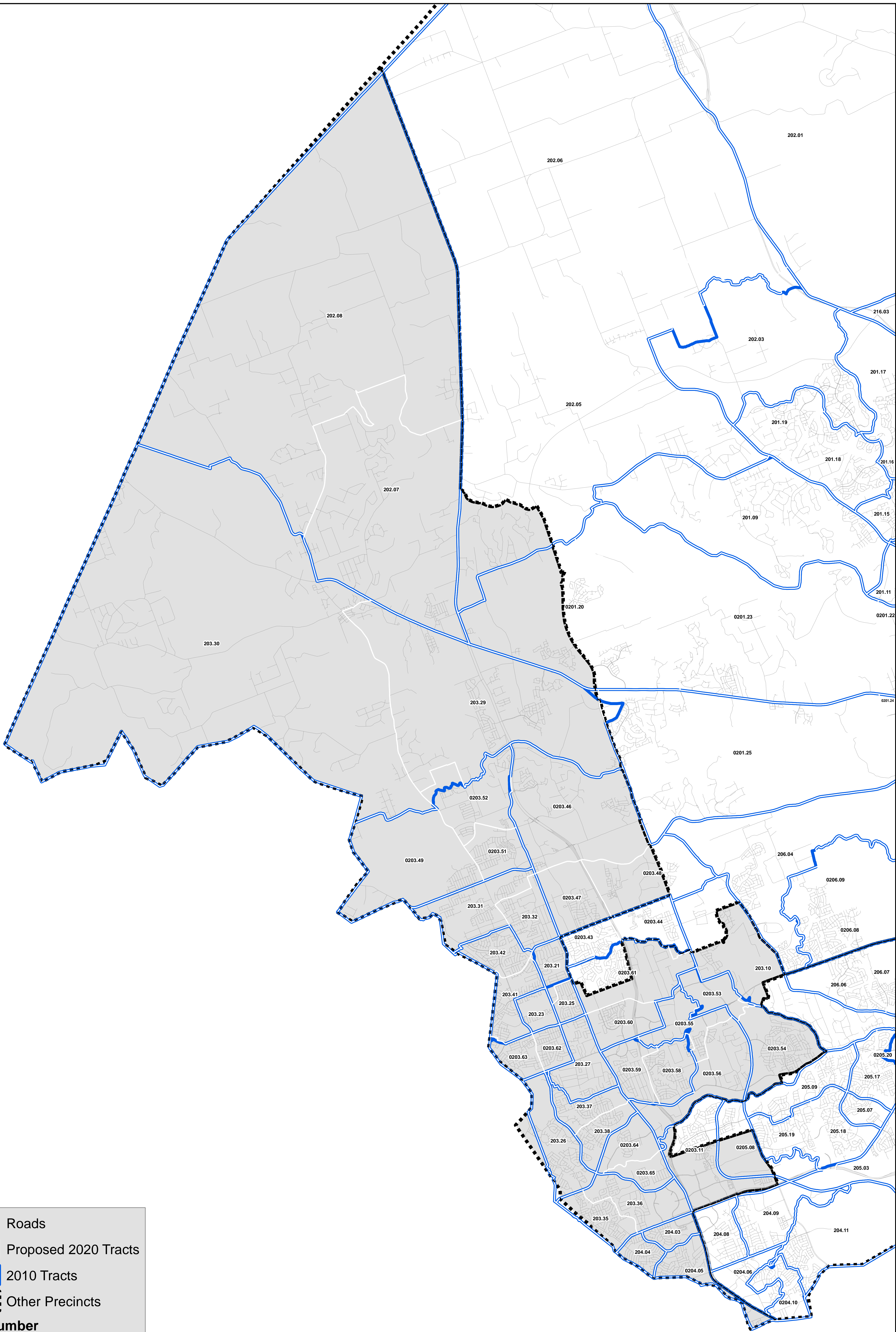
Williamson County, Texas



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WILLIAMSON COUNTY
1848

MAP DATE: 04/14/2019
 MAP AUTHOR: GIS Staff
 MAP CONTACT: Williamson County
 311 BB Invol. Loop, Suite 107
 Georgetown, TX 78626
 Phone: 512-943-1400
 Fax: 512-943-1400
 gis@wilco.org

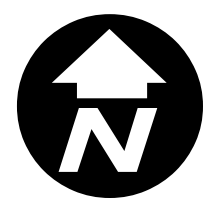
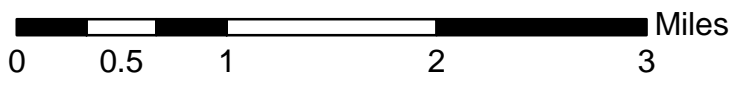


Roads
 Proposed 2020 Tracts
 2010 Tracts
 Other Precincts
Pct Number
 2

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Precinct 2 Census Proposed 2020 Tracts

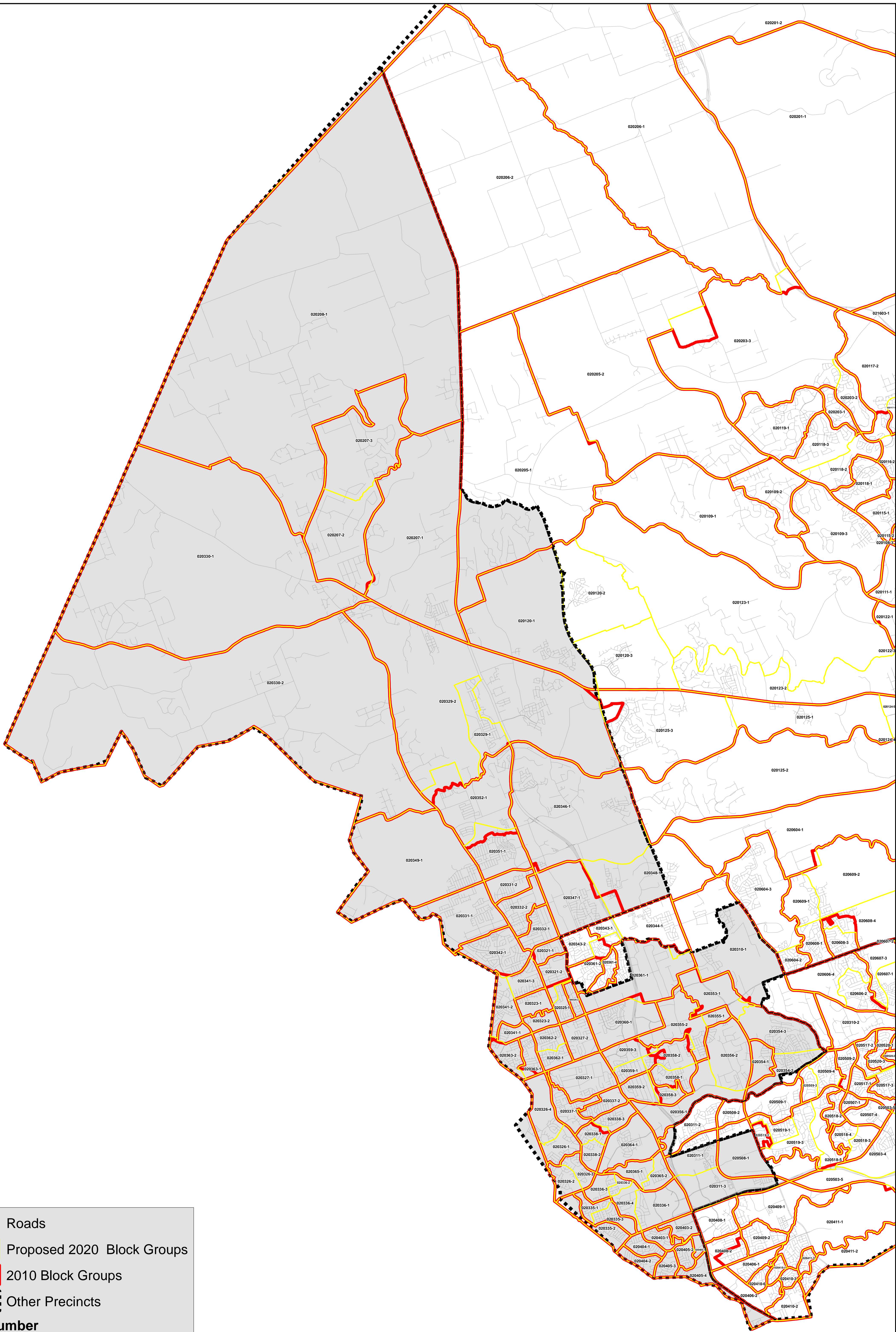
Williamson County, Texas



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MAP DATE: 04/14/2019
 MAP AUTHOR:
 GIS Staff
 MAP CONTACT:
 Williamson County
 311 E. Live Oak, Suite 107
 Georgetown, TX 78626
 Phone: 512-943-1499
 Fax: 512-943-1498
 gis@wilco.org

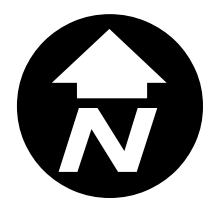
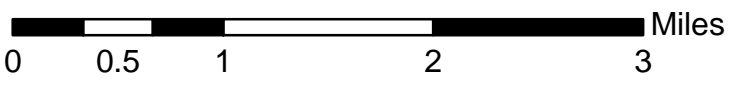


Roads
 Proposed 2020 Block Groups
 2010 Block Groups
 Other Precincts
Pct Number
 2

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Precinct 2 Census Proposed 2020 Block Groups

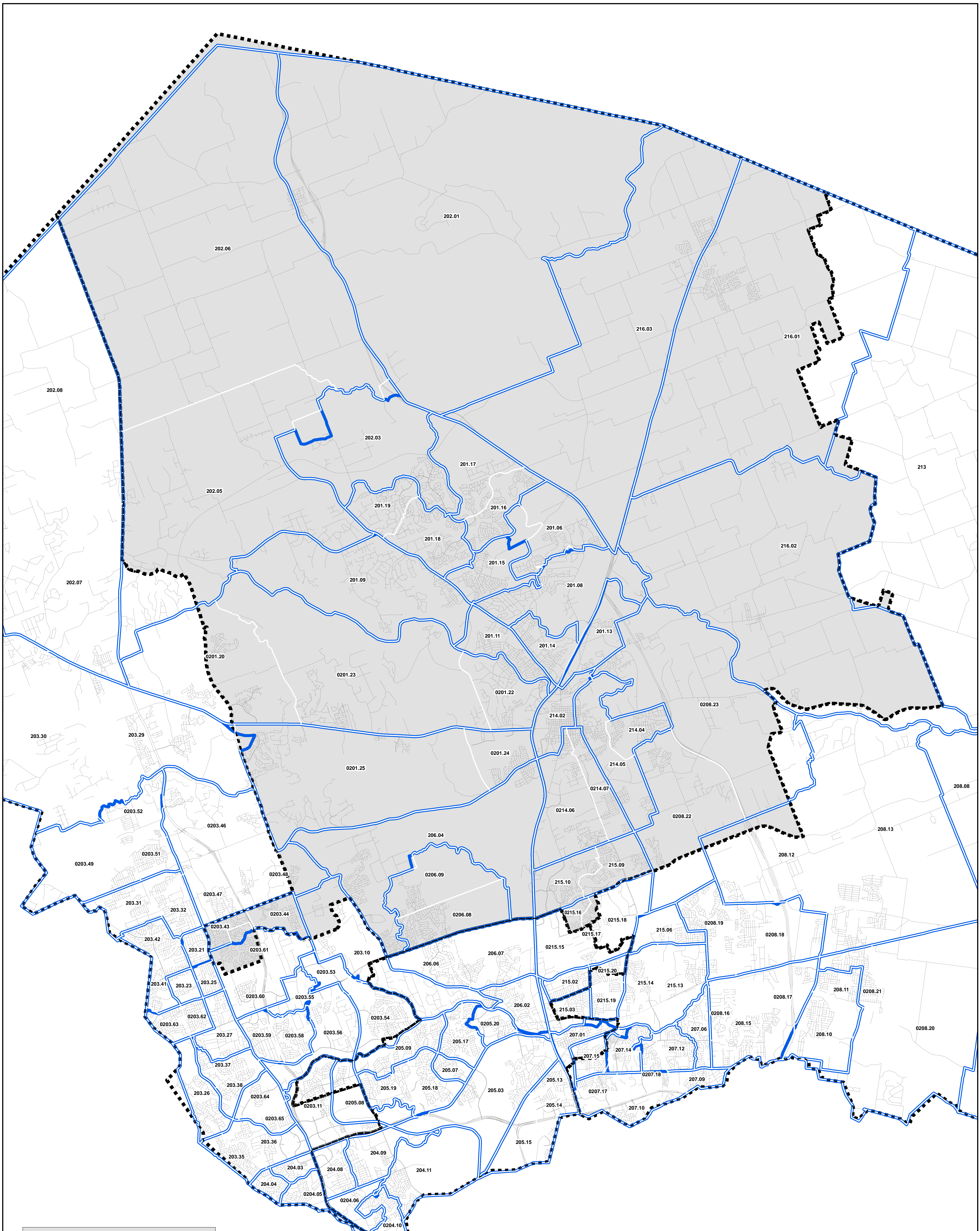
Williamson County, Texas



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 This map is for general planning purposes only. The base map conforms to National Map Accuracy Standards in unshaded areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties of merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.



MAP DATE: 04/14/2019
 MAP AUTHOR:
 GIS Staff
 MAP CONTACT:
 Williamson County
 311 E. Live Oak Street 107
 Georgetown, TX 78626
 Phone: 512-943-1400
 Fax: 512-943-1408
 gis@wilco.org



Roads

Proposed 2020 Tracts

2010 Tracts

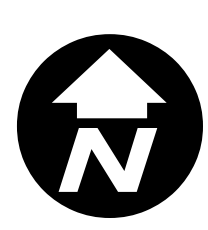
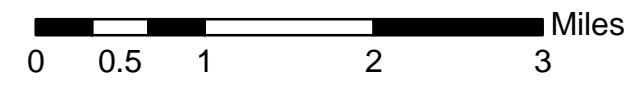
Other Precincts

Pct Number

3

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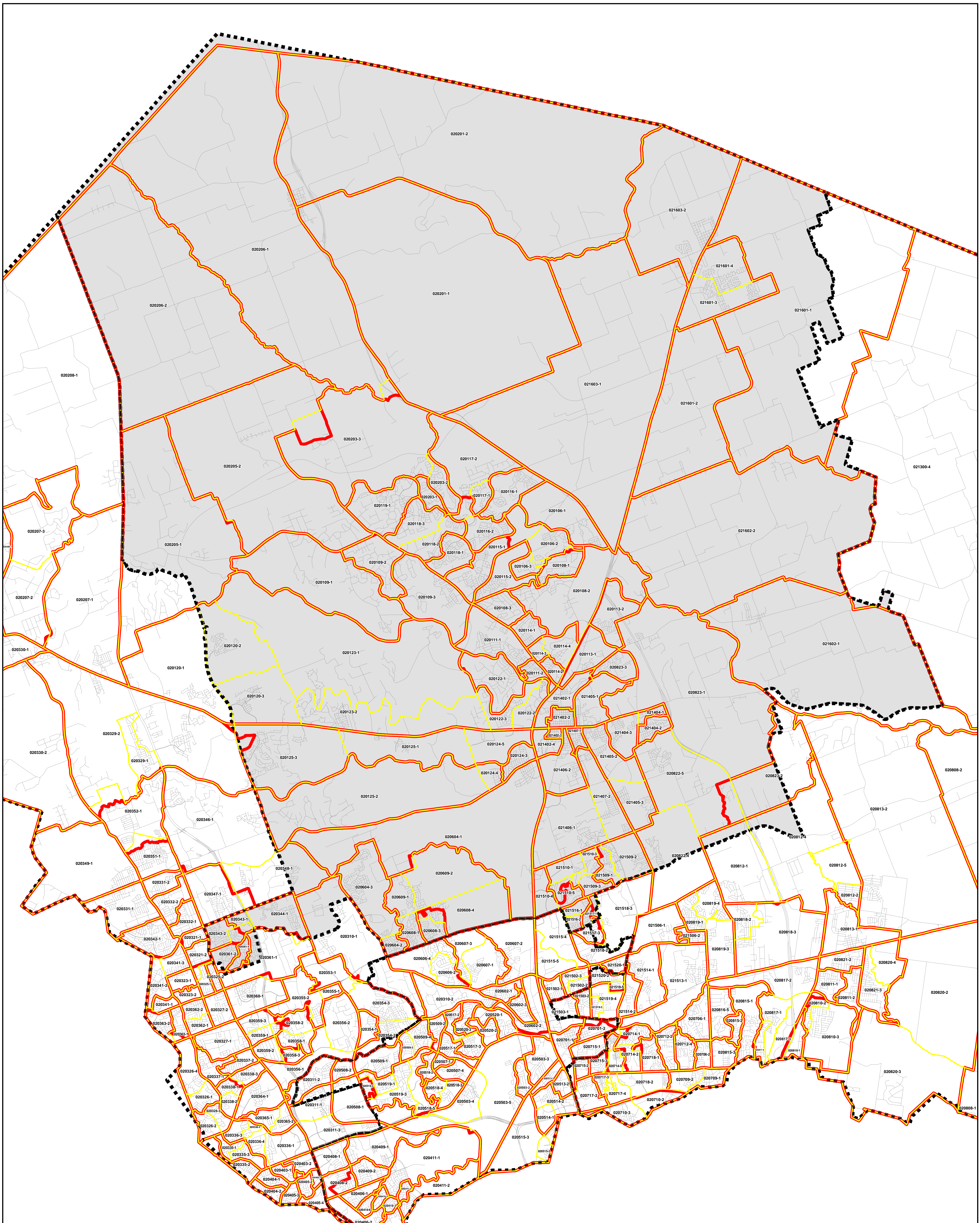
Precinct 3 Census Proposed 2020 Tracts
Williamson County, Texas



DISCLAIMER - PLEASE READ
This map is for general planning purposes only. The base map conforms to National Map Accuracy Standards in unobscured areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.



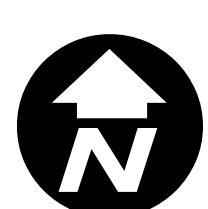
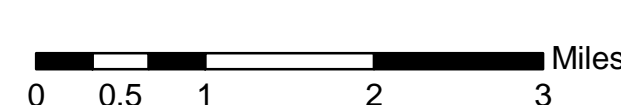
MAP DATE: 04/14/2019
MAP AUTHOR:
GIS Staff
MAP CONTACT:
Williamson County
311 SE Inver Loop, Suite 107
Georgetown, TX 78626
Phone: 512-943-1488
Fax: 512-943-1488
gis@wilco.org



Roads
 Proposed 2020 Block Groups
 2010 Block Groups
 Other Precincts
Pct Number
 3

Precinct 3 Census Proposed 2020 Block Groups

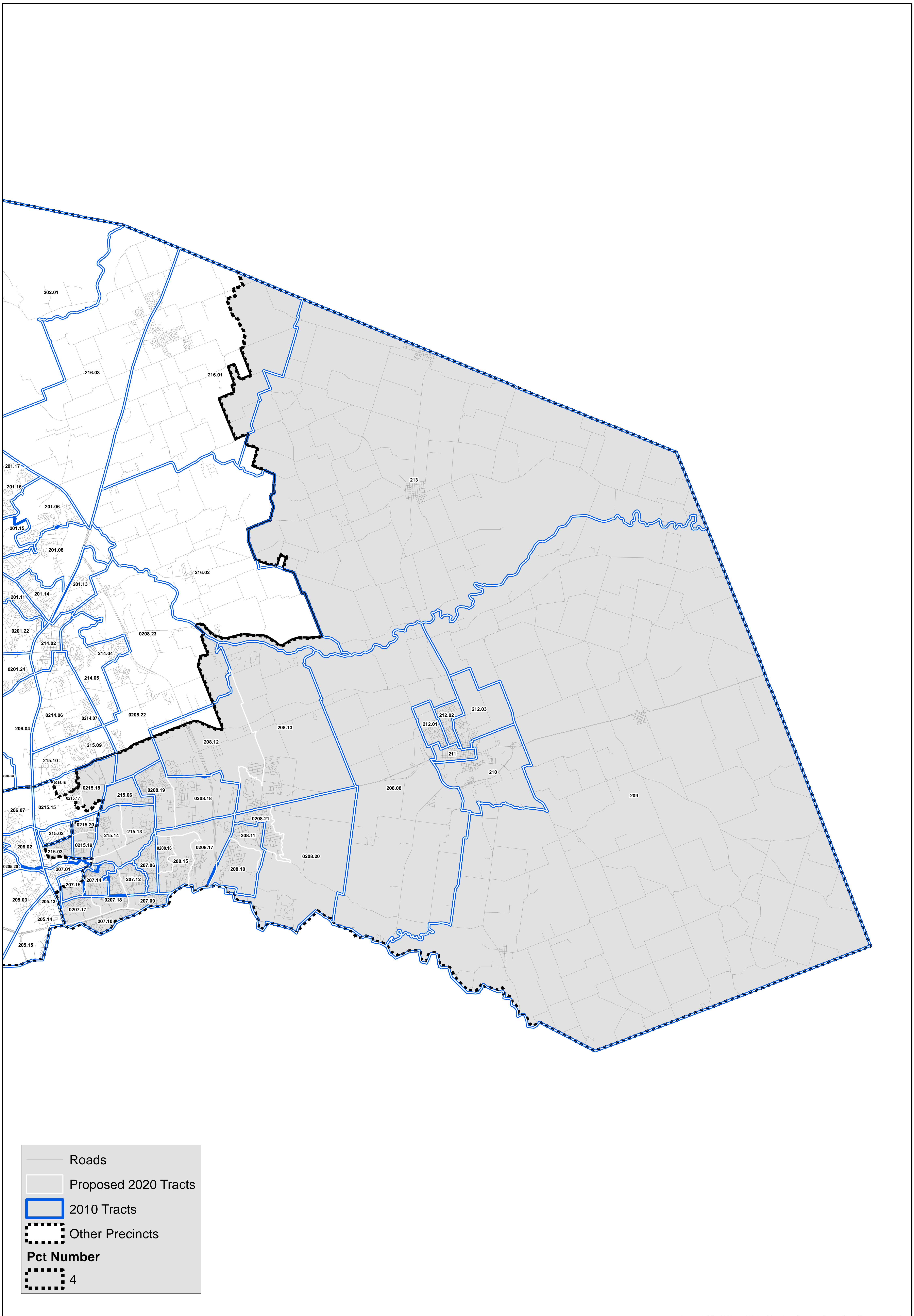
Williamson County, Texas



DISCLAIMER - PLEASE READ
 This map is for general planning purposes only. The base map conforms to National Map Accuracy Standards in unshaded areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties of merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.



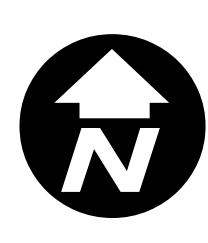
MAP DATE: 04/04/2019
 MAP AUTHOR: GIS Staff
 MAP CONTACT: Williamson County
 311 SE Inver Loss Suite 107
 Georgetown, TX 78626
 Phone: 512-943-1488
 Fax: 512-943-1488
 gs@wico.org



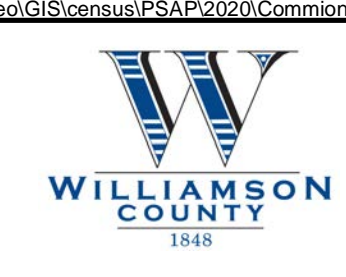
— Roads
 Proposed 2020 Tracts
 2010 Tracts
 Other Precincts
Pct Number
 4

Document Path: \\nco\GIS\census\PSAP\2020\Commissioners_Court_Review\ProposedCensusUpdates\24386_Pct4.mxd

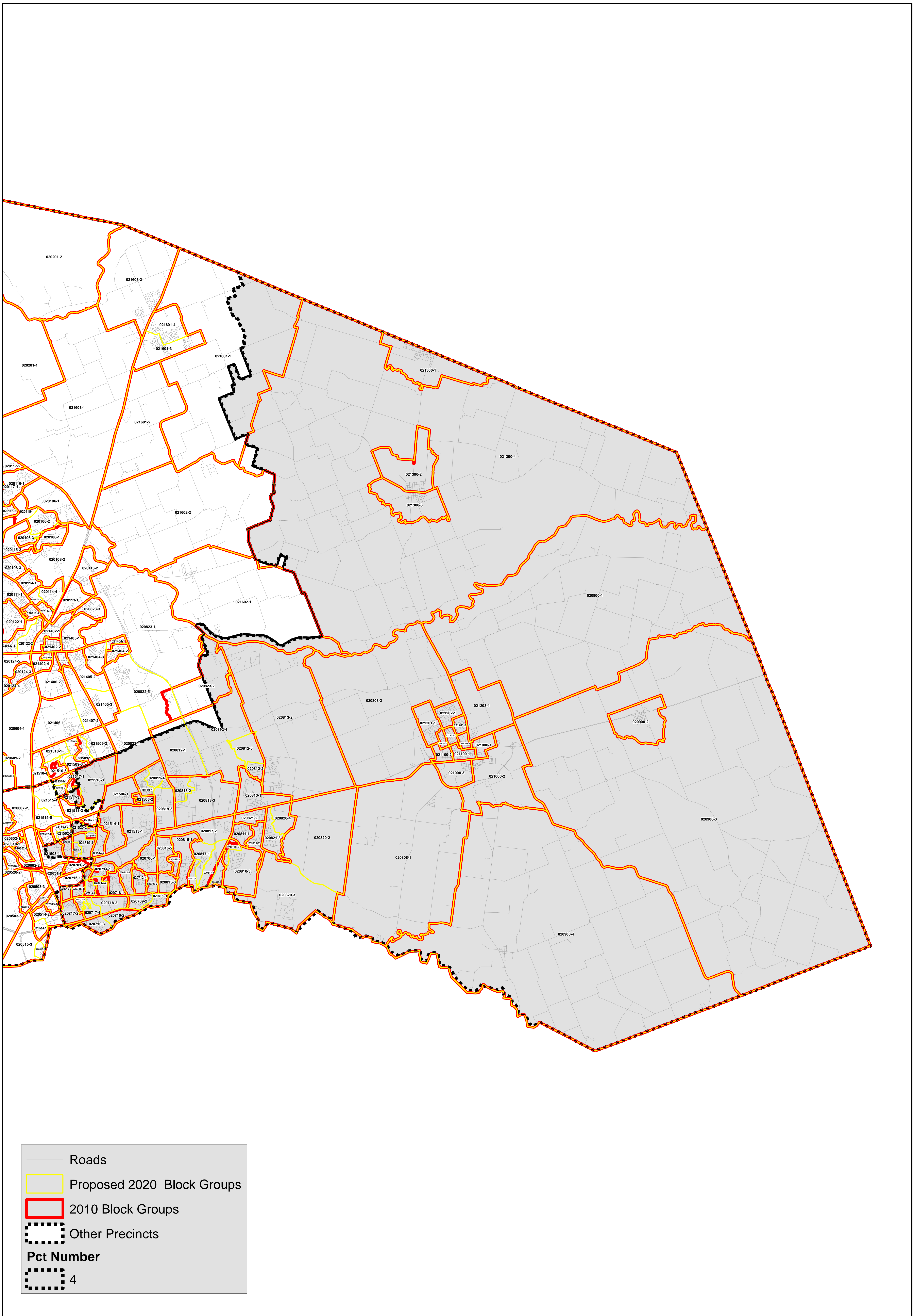
Precinct 4 Census Proposed 2020 Tracts
Williamson County, Texas



DISCLAIMER - PLEASE READ
 This map is for general planning purposes only. The base map conforms to National Map Accuracy Standards in unobscured areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.



MAP DATE: 04/14/2019
 MAP AUTHOR:
 GIS Staff
 MAP CONTACT:
 Williamson County
 311 SE River Loop, Suite 107
 Georgetown, TX 78626
 Phone: 512-943-1488
 Fax: 512-943-1488
 gis@wco.org

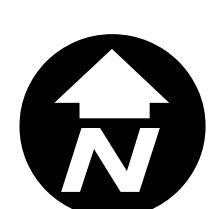


Roads
 Proposed 2020 Block Groups
 2010 Block Groups
 Other Precincts
Pct Number
 4

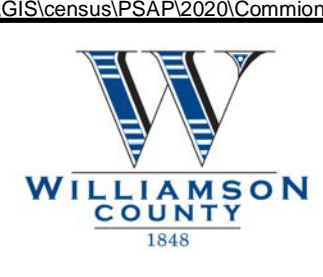
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Precinct 4 Census Proposed 2020 Block Groups

Williamson County, Texas



DISCLAIMER - PLEASE READ
 This map is for general planning purposes only. The base map conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.



MAP DATE: 04/04/2019
 MAP AUTHOR:
 GIS Staff
 MAP CONTACT:
 Williamson County
 3118 Inver Loop, Suite 107
 Georgetown, TX 78626
 Phone: 512-943-1488
 Fax: 512-943-1488
 gis@wco.org

Commissioners Court - Regular Session

18.

Meeting Date: 04/16/2019

Gift - Visitation from Therapy Support Dogs

Submitted For: Scott Parker

Submitted By: Scott Parker, 911 Communications

Department: 911 Communications

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to accept the gift of therapy dog visitations and services of the K-9's On Call Support Dogs organization, pursuant to Tex. Loc. Gov't Code § 81.032, for the benefit of emergency personnel, including but not limited to Emergency Communications and Mobile Outreach Teams.

Background

This service is for Williamson County Emergency Services personnel to have access to therapy dogs. These dogs are provided through K-9's On Call Support Dogs which is an organization of volunteers with trained and credentialed handlers and dogs. The animals are brought into the workspace on a scheduled basis and can be used after a critical event to help reduce the stress of the telecommunicators.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Scott Parker
Final Approval Date: 04/05/2019

Reviewed By

Andrea Schiele

Date

04/05/2019 08:29 AM
Started On: 04/04/2019 11:08 AM

Commissioners Court - Regular Session

19.

Meeting Date: 04/16/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the Green Haven Estates subdivision – Pct 4

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 preliminary plat for the Green Haven Estates subdivision – Precinct 4.

Background

This proposed subdivision consists of 6 lots and no new public roads.

Timeline

- 2019-02-08 – Initial submittal of preliminary plat
- 2019-03-04 – 1st review complete with comments
- 2019-03-29 – 2nd submittal of preliminary plat
- 2019-04-10 – 2nd review complete and comments clear
- 2019-04-11 – preliminary plat placed on April 16th, 2019 Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[preliminary plat -Green Haven Estates](#)

Form Review

Inbox

County Judge Exec Asst.
 Form Started By: Adam Boatright
 Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 10:53 AM
 Started On: 04/11/2019 10:20 AM

PRELIMINARY PLAT OF GREEN HAVEN ESTATES

FLOOD NOTE:
 THE PROPERTY DEPICTED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F.I.R.M. PANEL NO. 48491C0375E, EFFECTIVE DATE SEPTEMBER 26, 2008, LOCATED IN ZONE "X" (UNSHADED).

PLAT NOTES:
 IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

LOTS 3, 4, 5, & 6 MAY NOT BE FURTHER SUBDIVIDED.
 EXCEPT IN CERTAIN ISOLATED AREAS TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1 (B10.1 2000 RULES), ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND CONVEYED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

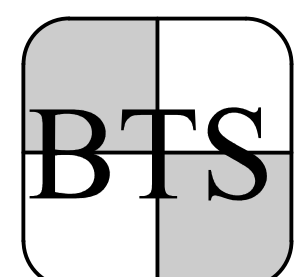
RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

ONE-WAY CIRCULAR DRIVEWAYS SHALL BE PROHIBITED ONTO COUNTY ROAD 414.

SUBMITTED FEBRUARY 11, 2019

OWNER INFORMATION:
 LYNN DERRICK
 3104 ZACHARY LANE TAYLOR, TX 76574
 LDTX@PROTONMAIL.COM
 512-657-3987

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN TAYLOR, TX 76574 PHONE: (512) 352-9090 FAX: (512) 352-9091

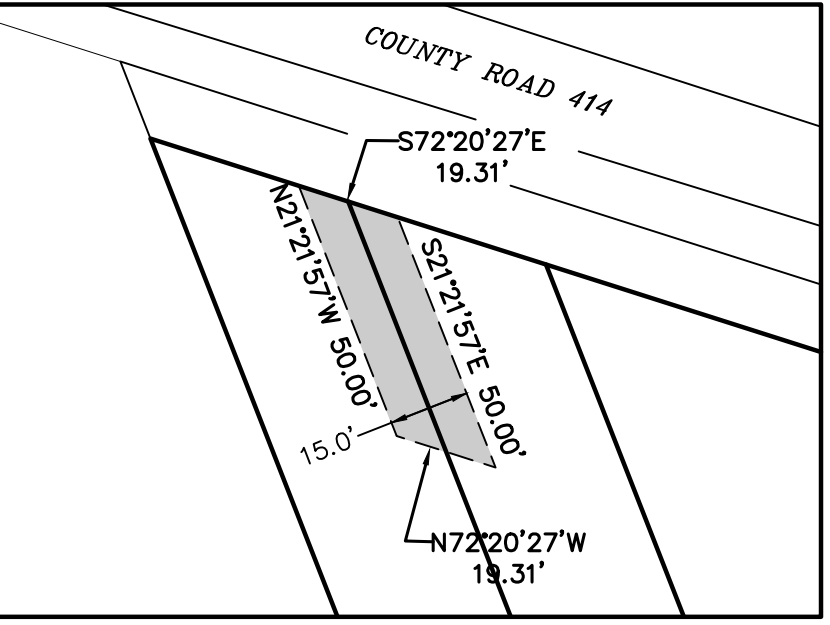
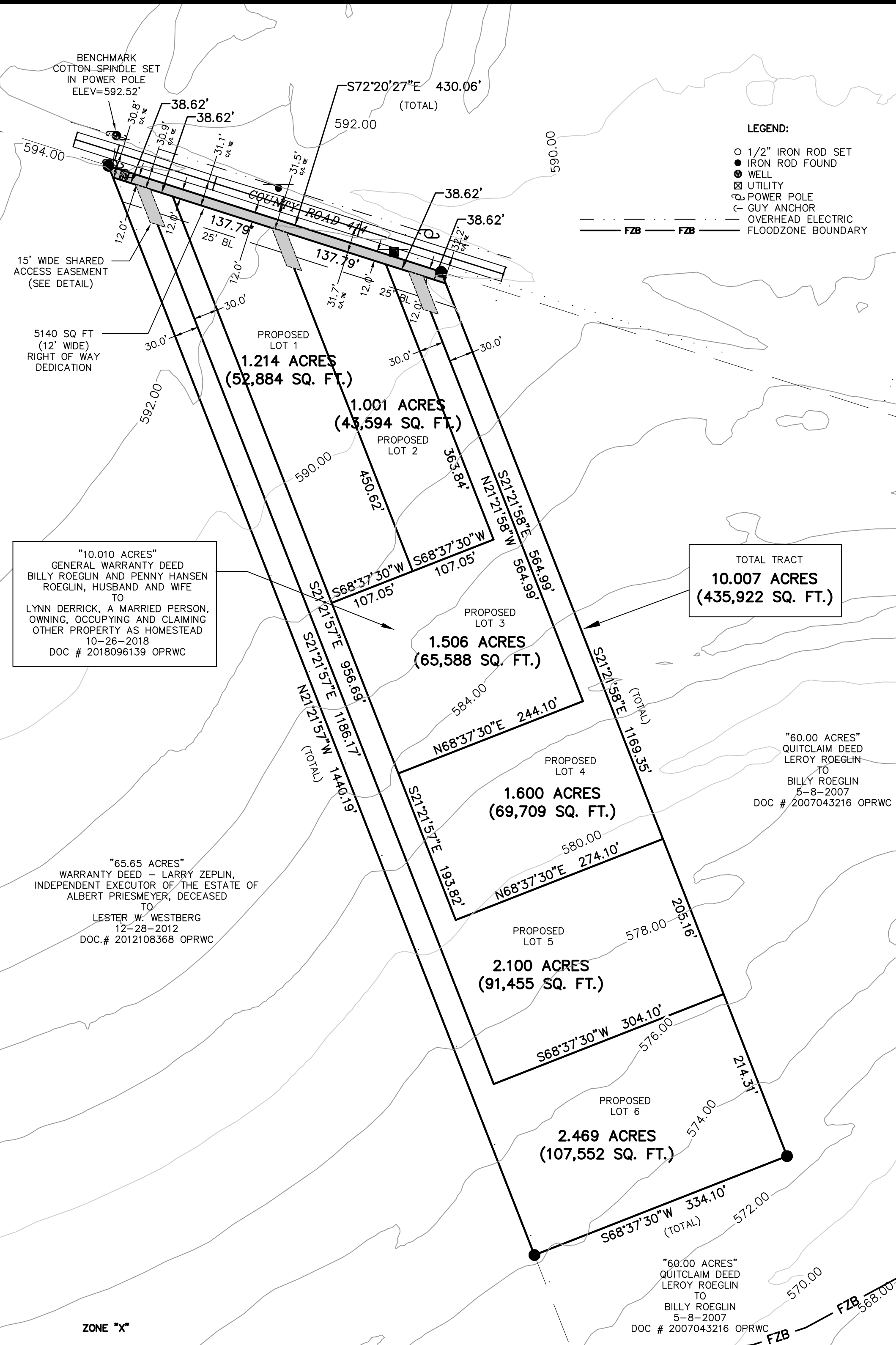
FIRM No. 10128500
 surveying@austin.rr.com
 www.bryantechanicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: AVC CHECKED BY: BLB

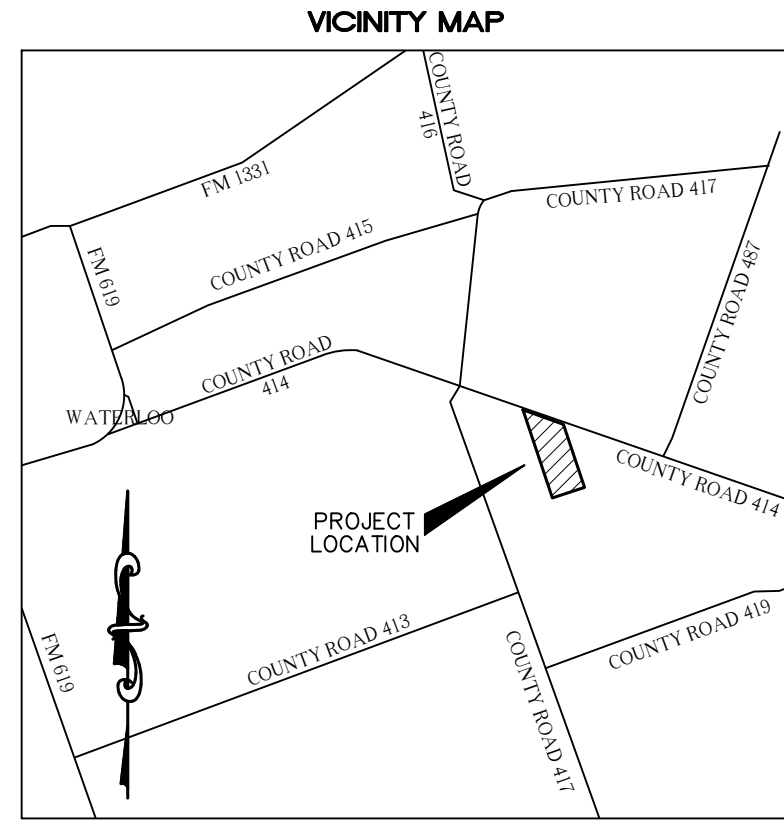
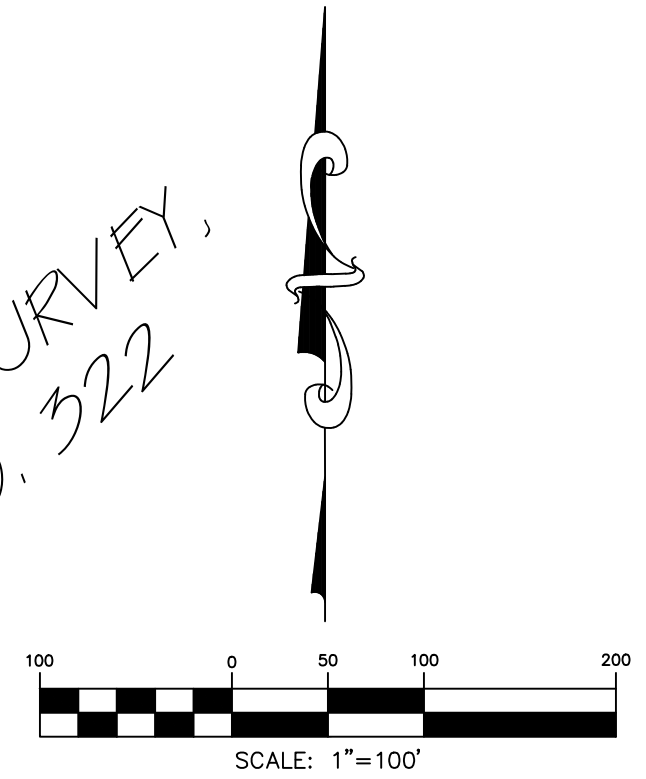
SCALE: 1" = 100' APPROVED BY: BLB

PROJECT NO. 18-862 DATE: JANUARY 25, 2019



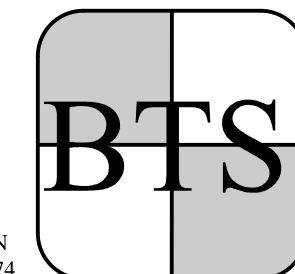
SITE DATA:
 SURVEY: H.T. & B.R.R. CO. A-322
 TOTAL AREA OF SITE: 10.007 ACRES
 LINEAR FEET OF NEW STREETS: NONE
 NUMBER OF LOTS : 6
 NUMBER OF BLOCKS: 0

*H.T. & B.R.R. CO. SURVEY,
 ABSTRACT NO. 322*



PRELIMINARY PLAT OF GREEN HAVEN ESTATES

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500
surveying@austin.rr.com
www.bryantechnicalservices.com

NO.	DATE	REVISIONS

DRAWN BY: AVC	CHECKED BY: BLB
SCALE: 1" = N/A	APPROVED BY: BLB
PROJECT NO. 18-862	DATE: JANUARY 25, 2019

OWNERS' CERTIFICATION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §
THAT, **LYNN DERRICK**, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. **2018096139**, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS **GREEN HAVEN ESTATES**, LOCATED IN WILLIAMSON COUNTY, TEXAS.

THERE ARE NO LIEN(S) THAT EXIST ON THIS PROPERTY

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20____.

_____ AUTHORIZED PERSON

LYNN DERRICK Address _____

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2018.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME _____
MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION

I, BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HERON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS,, VISIBLE UTILITY LINES OR ROADS PLACE, EXCEPT SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF TAYLOR, TEXAS.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS _____ DAY OF _____, 2018

"THIS TRACT IS NOT LOCATED IN THE EDWARD AQUIFER RECHARGE ZONE"

BRUCE LANE BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4249 STATE OF TEXAS

WCOSSF CERTIFICATION

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

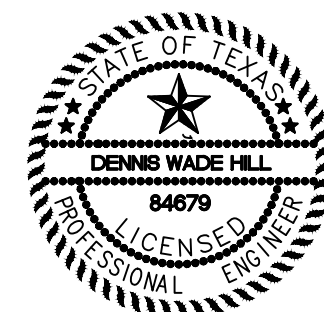
J. TERRON EVERTSON, PE, DR, CFM Date _____

COUNTY ENGINEER

ENGINEER'S CERTIFICATION

I, DENNIS W. HILL, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION, PARCEL IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0535E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF TAYLOR REGULATIONS. THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENT SHOWN AND / OR PUBLIC RIGHT OF WAY DEDICATED BY THIS PLAT.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT, TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS _____ DAY OF _____ 2018

DENNIS W. HILL
REGISTERED PROFESSIONAL ENGINEER
NO. _____ STATE OF TEXAS



ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____, 20____ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

WILLIAMSON COUNTY JUDGE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, **BILL GRAVELL JR.**, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE DATE _____
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY CLERK

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON

I, **NANCY RISTER**, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, 20____. A.D., AT _____ O'CLOCK, ____M., AND DULY RECORDED THIS THE DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS BY:

BY: _____ DEPUTY

PRINTED NAME: _____

LEGAL DESCRIPTION

10.376 Acres

These notes describe that certain tract of land, situated in the CHARLES C. SPEAR SURVEY, ABSTRACT NO. 577, located in Williamson County, Texas; subject tract being a called "10.376 Acres" conveyed to Edward Villasana, Jr. and spouse Biola V. Villasana from Carl Brent Samuelson and Sandra Samuelson in a Warranty Deed with Vendor's Lien, dated 8-29-2016 and recorded in Document No. 2016079956, Official Public Records of Williamson County (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on March 14, 2018, subject tract being more fully described as follows:

BEGINNING at the Northeast corner of subject tract in the occupied North line of said "158.9 Acres", same being in the South line of Williamson County Road No. 466; set a 1/2" iron rod (capped) at same corner; found a 1/2" iron rod capped at the occupied Northeast corner of said "158.9 Acres", same being the Northwest corner a called "91.442 Acres" as recorded in Document no. 2016032684, OPRWC;

THENCE South 22° 01' 13" East with the East line of subject tract, over and across said "158.9 Acres", a distance of 1404.64 feet to the Southeast corner of subject tract; set a 1/2" iron rod (capped) at same corner;

THENCE South 68° 24' 42" West with the South line of subject tract, over and across said "158.9 Acres", a distance of 332.25 feet to the Southwest corner of subject tract in the occupied West line of said "158.9 Acres", same being in the East line of Williamson County Road No. 463; set a 1/2" iron rod (capped) at same corner; found a 5/8" iron rod at the occupied Southwest corner of said "158.9 Acres" bearing South 21° 11' 04" East, 1390.20 feet;

THENCE North 21° 11' 04" West with the occupied West line of said "158.9 Acres", same being the East line of Williamson County Road No. 463, a distance of 1391.45 feet to an exterior corner of subject tract at the intersection with aforementioned South line of Williamson County Road No. 466; set a 1/2" iron rod (capped) at same corner;

THENCE North 42° 36' 08" East with the occupied North line of said "158.9 Acres", same being the South line of Williamson County Road No. 466, a distance of 27.78 feet to a set 1/2" iron rod (capped) at an exterior corner of subject tract;

THENCE North 68° 11' 40" East with the occupied North line of said "158.9 Acres", same being the South line of Williamson County Road No. 466, a distance of 286.85 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated an area of 10.376 Acres.

Commissioners Court - Regular Session

20.

Meeting Date: 04/16/2019

Discuss consider and take appropriate action on approval of the amended plat for the Paloma Lake Section 22B subdivision – Pct 4

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 amended plat for the Paloma Lake Section 22B subdivision – Precinct 4.

Background

This amended plat makes minor adjustments to the rear property lines of lots within Block NN of the Paloma Lake Section 22B subdivision, that were encroaching on the existing Seminole pipeline easement. The Paloma Lake Section 22B final plat was previously approved on October 9, 2018. There are no other changes to the lot or street layout.

Timeline

- 2019-01-31 – initial submittal of amended plat
- 2019-02-28 – 1st review complete with comments
- 2019-03-04 – 2nd submittal of amended plat
- 2019-03-04 – 2nd review complete and comments clear
- 2019-04-09 – received final copy of amended plat with signatures
- 2019-04-11 – amended plat placed on April 16th, 2019 Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[amended plat - Paloma Lake Sec 22B](#)

Form Review

Inbox

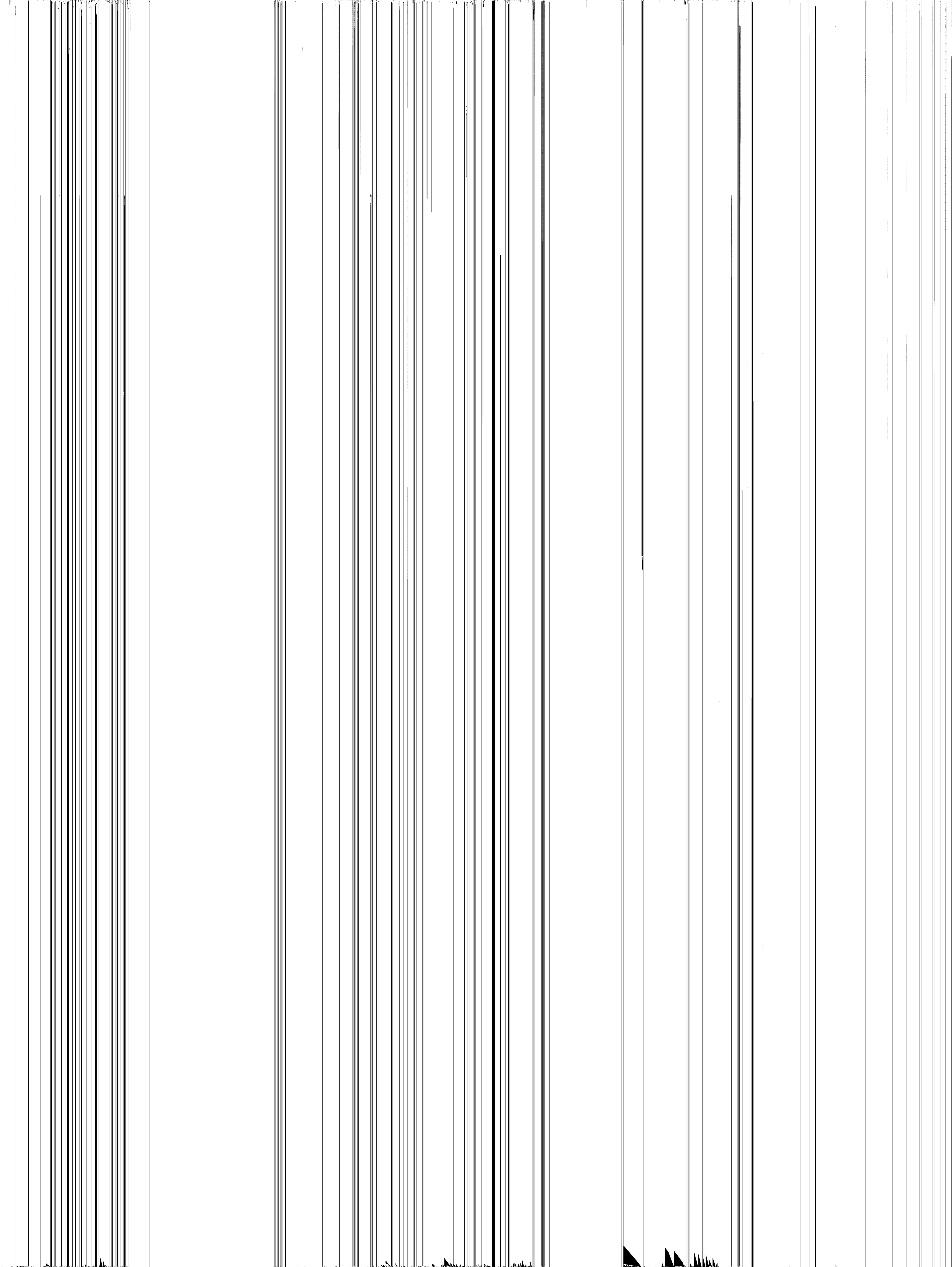
County Judge Exec Asst.
 Form Started By: Adam Boatright
 Final Approval Date: 04/11/2019

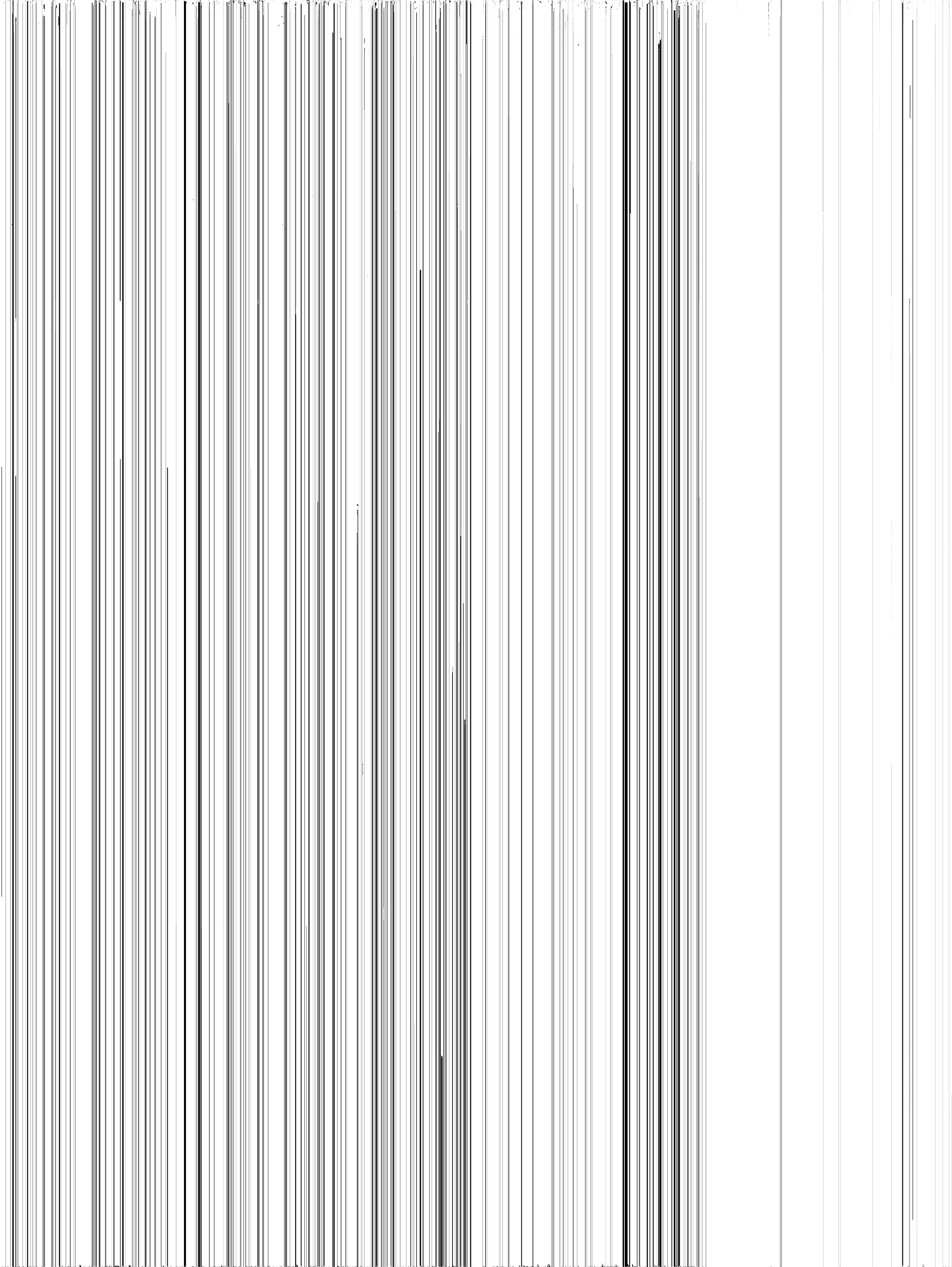
Reviewed By

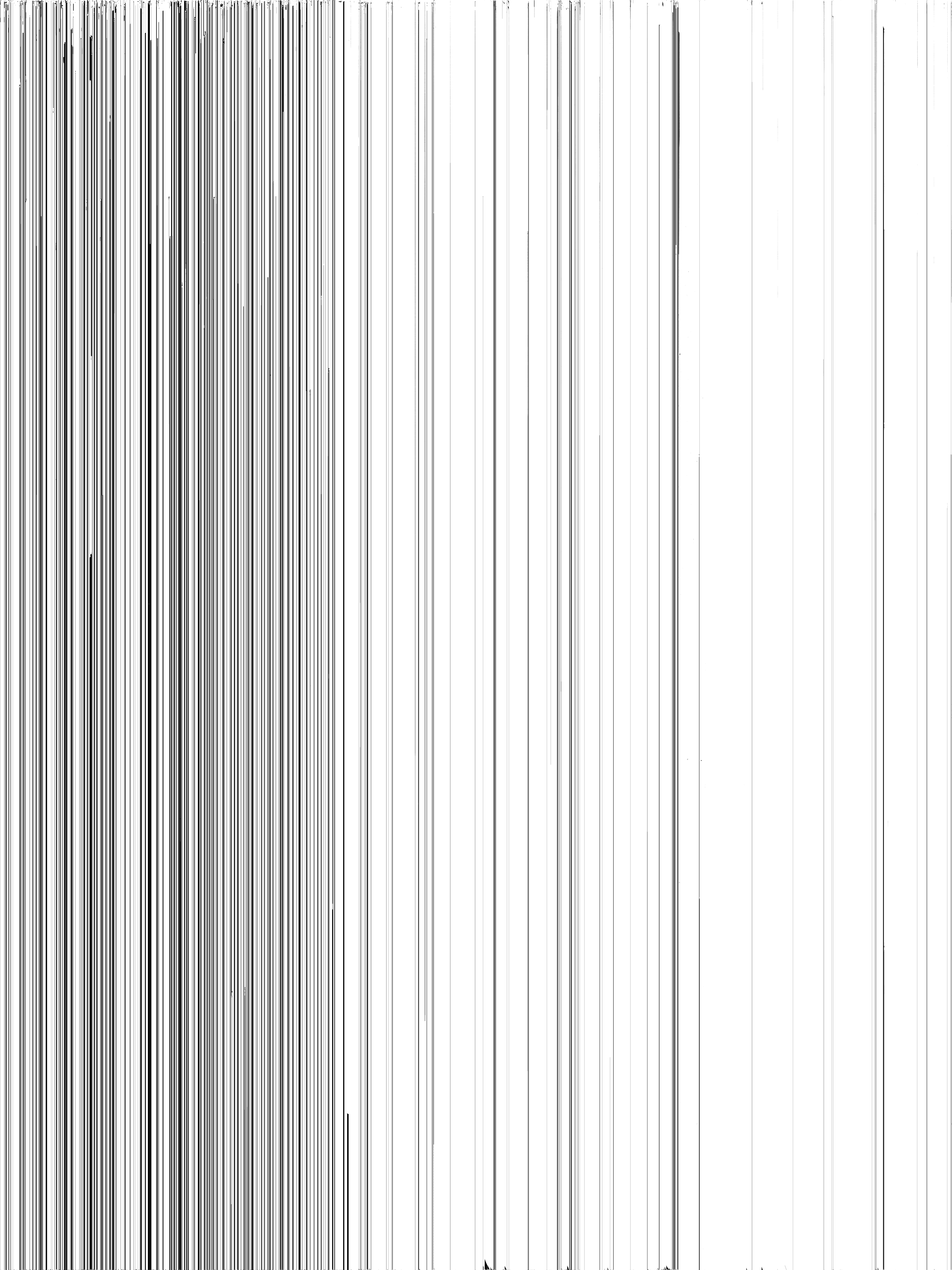
Andrea Schiele

Date

04/11/2019 10:54 AM
 Started On: 04/11/2019 10:24 AM







Commissioners Court - Regular Session

21.

Meeting Date: 04/16/2019

Discuss consider and take appropriate action on approval of the replat of Lot 3 Blk B of the Star Ranch Commercial Lot: 1-3 Blk B subdivision - Pct 4

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 replat of Lot 3, Block B of the Star Ranch Commercial, Lots 1-3, Block B subdivision – Precinct 4.

Background

This is a replat of Lot 3, Block B of the Star Ranch Commercial, Lots 1-3, Block B subdivision. It consists of 3 commercial lots and no new public roads.

Timeline

- 2018-12-14 – initial submittal of replat
- 2019-01-24 – 1st review complete with comments
- 2019-01-31 – 2nd submittal of replat
- 2019-02-20 – 2nd review complete and comments clear
- 2019-03-26 – received final copy of replat with signatures
- 2019-04-11 – replat placed on April 16th, 2019 Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[replat - Star Ranch Commercial Replat Lot 3 Blk B](#)

Form Review

Inbox

County Judge Exec Asst.
 Form Started By: Adam Boatright
 Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 10:55 AM
 Started On: 04/11/2019 10:30 AM

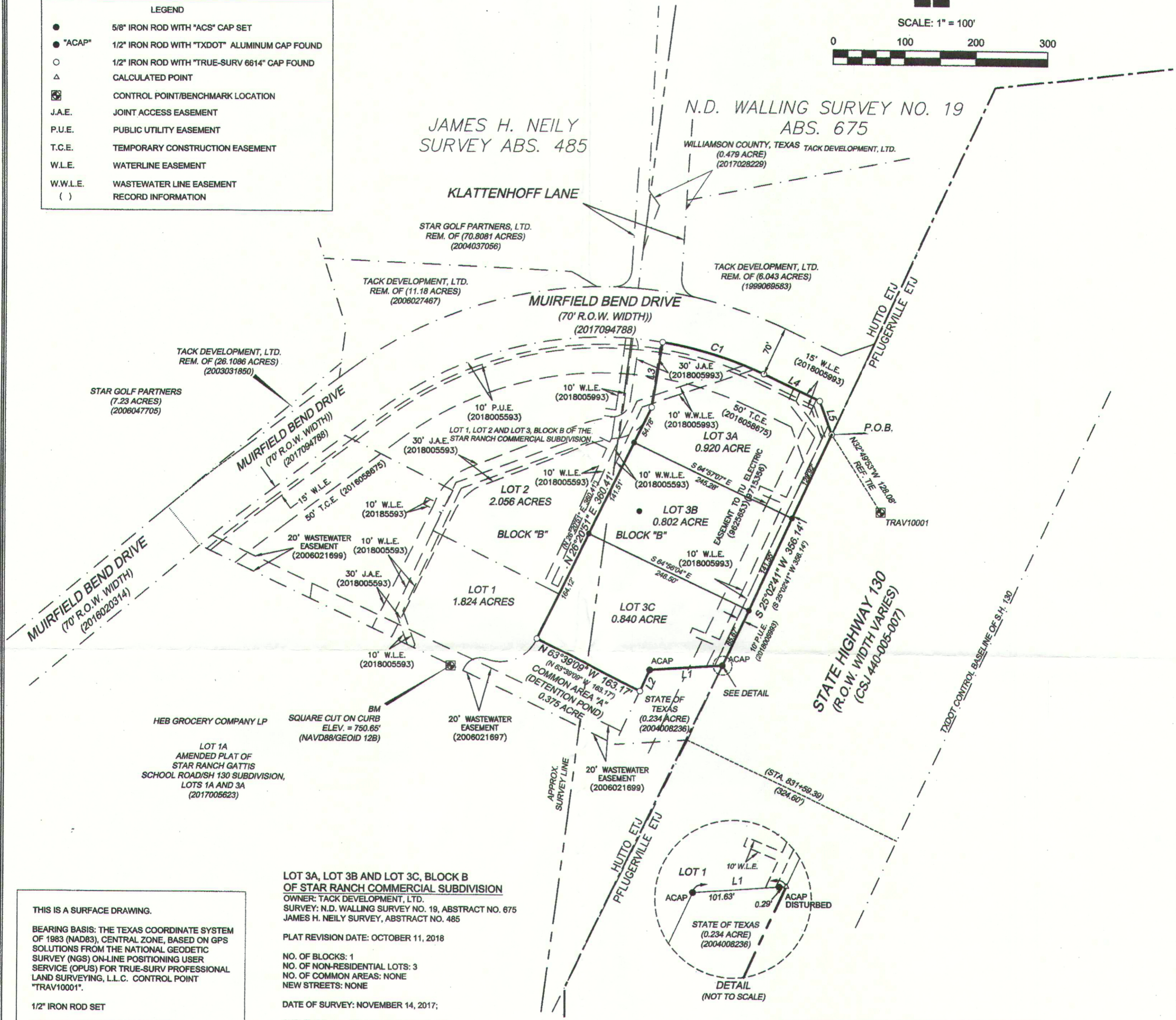
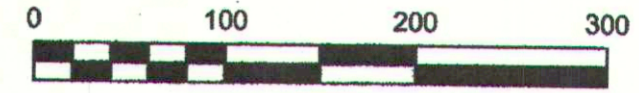
LOT 3A, LOT 3B AND LOT 3C, BLOCK B OF STAR RANCH COMMERCIAL SUBDIVISION

Being a REPLAT of Lot 3, Block B of Lot 1, Lot 2 and Lot 3, Block B of the STAR RANCH COMMERCIAL SUBDIVISION, of record in Document No. 2018005993, Official Public Records of Williamson County, Texas.

LEGEND	
●	5/8" IRON ROD WITH "ACS" CAP SET
●	"ACAP" 1/2" IRON ROD WITH "TXDOT" ALUMINUM CAP FOUND
○	1/2" IRON ROD WITH "TRUE-SURV 6614" CAP FOUND
△	CALCULATED POINT
⊠	CONTROL POINT/BENCHMARK LOCATION
J.A.E.	JOINT ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
W.L.E.	WATERLINE EASEMENT
W.W.L.E.	WASTEWATER LINE EASEMENT
()	RECORD INFORMATION



SCALE: 1" = 100'



THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR TRUE-SURV PROFESSIONAL LAND SURVEYING, L.L.C. CONTROL POINT "TRAV10001".

1/2" IRON ROD SET

TEXAS STATE PLANE COORDINATES:
N 10158078.79
E 3163805.29

SURFACE COORDINATES:
N 10159222.82
E 3164161.61

ELEVATION = 734.30'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.99988739
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00011262288244
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0
THETA ANGLE: 1° 25' 07"

LOT 3A, LOT 3B AND LOT 3C, BLOCK B OF STAR RANCH COMMERCIAL SUBDIVISION
OWNER: TACK DEVELOPMENT, LTD.
SURVEY: N.D. WALLING SURVEY NO. 19, ABSTRACT NO. 675
JAMES H. NEILY SURVEY, ABSTRACT NO. 485

PLAT REVISION DATE: OCTOBER 11, 2018

NO. OF BLOCKS: 1
NO. OF NON-RESIDENTIAL LOTS: 3
NO. OF COMMON AREAS: NONE
NEW STREETS: NONE

DATE OF SURVEY: NOVEMBER 14, 2017;

SURVEYOR: ALL COUNTY SURVEYING, INC.
4330 S. 5th STREET
TEMPLE, TEXAS 76604

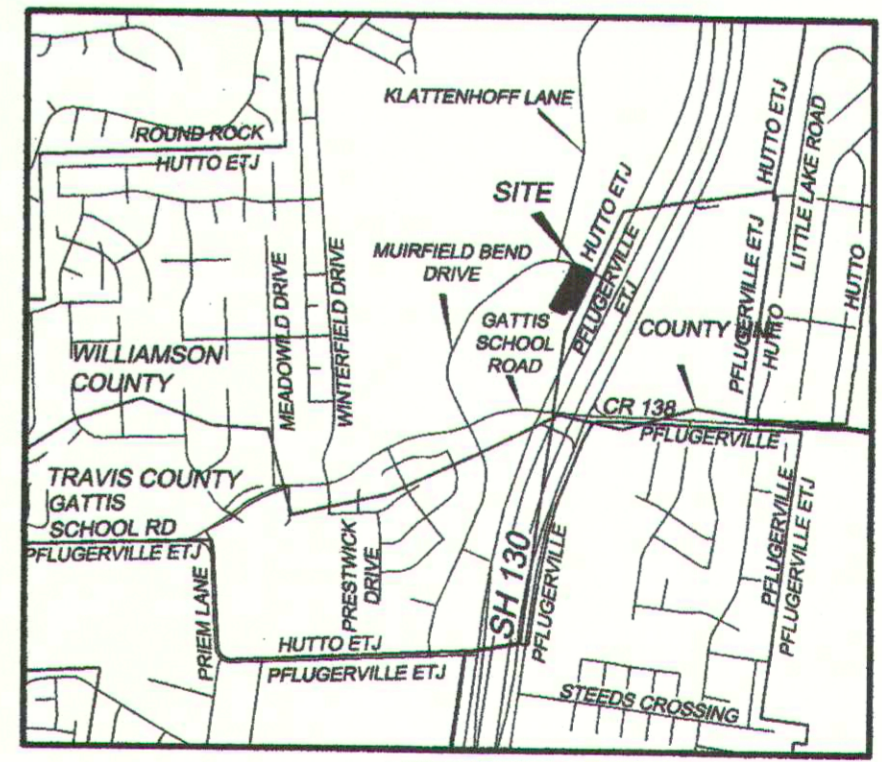
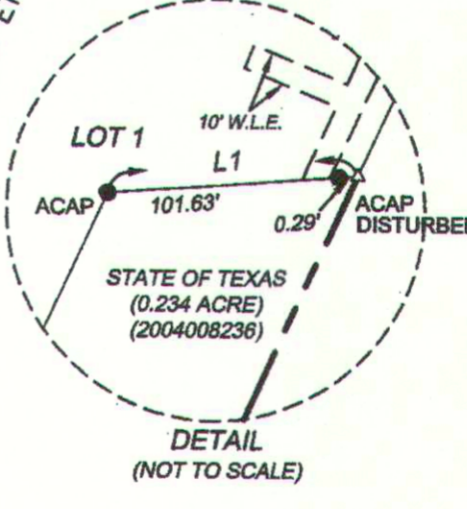
ENGINEER: CATALYST ENGINEERING GROUP
100 SOUTH 2ND STREET
PFLUGERVILLE, TEXAS 78660

LINE	BEARING	DISTANCE
L1	S 86°01'05" W	101.92'
	(S 86°01'05" W)	(101.92')
L2	S 25°01'17" W	32.57'
	(S 25°01'17" W)	(32.57')
L3	N 09°17'34" E	92.11'
	(N 09°17'34" E)	(92.11')
L4	S 64°49'50" E	86.66'
	(S 64°49'50" E)	(86.66')
L5	S 19°50'43" E	49.46'
	(S 19°50'43" E)	(49.46')

FLOOD PLAIN NOTE:

NO PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, SHOWN ON MAP NO. 48491C0515E, DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	530.00'	149.42'	148.92'	S 72°57'13" E	16°09'09"
	(530.00')	(149.42')	(148.92')	(S 72°57'13" E)	(16°09'09")

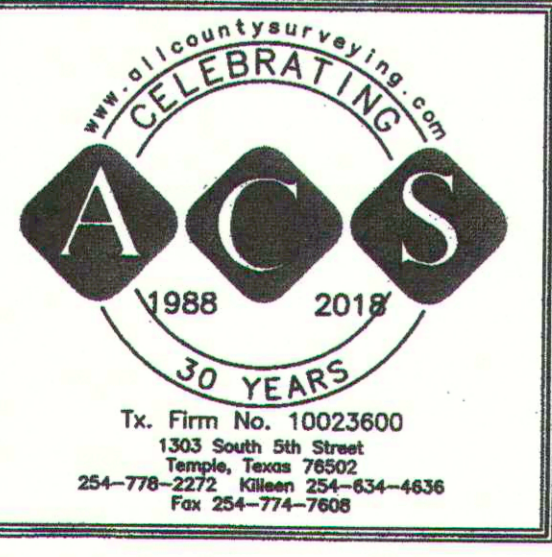


VICINITY MAP
SCALE: 1" = 2000'

SHEET 1 OF 2

Revised 12-20-18 - County Comments
Revised 12-20-18 - Notes, Vicinity Map
Revised 11-27-18 - Engineer, Owner Address

Copyright 2018 All County Surveying, Inc.



Tx. Firm No. 10023600
1303 South 5th Street
Temple, Texas 76702
254-778-2272 Killeen 254-634-4636
Fax 254-774-7608

**LOT 3A, LOT 3B AND LOT 3C, BLOCK B
OF STAR RANCH COMMERCIAL SUBDIVISION**
Being a REPLAT of Lot 3, Block B of Lot 1, Lot 2 and Lot 3,
Block B of the STAR RANCH COMMERCIAL SUBDIVISION,
of record in Document No. 2018005993, Official Public Records
of Williamson County, Texas.

Plot Date:	01-28-2019
Survey completed:	11-14-2017
Scale:	1" = 100'
Job No.:	170414.5
Dwg No.:	17041405P
Drawn by:	MDH
Surveyor:	CCL #4636

STATE OF TEXAS ()
 COUNTY OF WILLIAMSON ()

KNOW ALL MEN BY THESE PRESENTS
 THAT TACK DEVELOPMENT, LTD., ACTING BY AND THROUGH ITS PRESIDENT, TIM TIMMERMAN, SOLE OWNER OF THE CERTAIN 2.562 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED AS LOT 3, BLOCK B OF LOT 1, LOT 2 AND LOT 3, BLOCK B OF THE STAR RANCH COMMERCIAL SUBDIVISION, OF RECORD IN DOCUMENT NO. 2018005993, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO, TEXAS AND WILLIAMSON COUNTY, TEXAS, THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS

LOT 3A, LOT 3B AND LOT 3C, BLOCK B OF STAR RANCH COMMERCIAL SUBDIVISION

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 27 DAY OF February, 2019

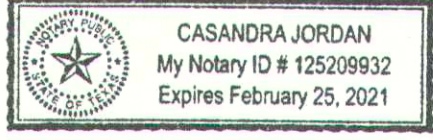
Tim Timmerman
 TIM TIMMERMAN, PRESIDENT
 TACK DEVELOPMENT, LTD.
 230 KLATTENHOFF LANE, SUITE 100
 HUTTO, TEXAS 78634
 (512) 784-3362

STATE OF TEXAS ()
 COUNTY OF WILLIAMSON ()

KNOW ALL MEN BY THESE PRESENTS
 BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TIM TIMMERMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27 DAY OF February, 2019

Cassandra Jordan
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



Cassandra Jordan
 NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES ON: 2/25/21

ENGINEER'S CERTIFICATION:

I, DANIEL J. ARREDONDO, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS AND RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

Daniel J. Arredondo
 DANIEL J. ARREDONDO
 TEXAS REGISTRATION NO. 119989
 CATALYST ENGINEERING GROUP, PLLC
 100 SOUTH 2ND STREET
 PFLUGERVILLE, TEXAS 78660

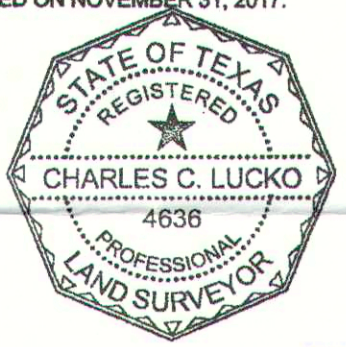


1-25-19
 DATE

SURVEYOR'S CERTIFICATION:

I, CHARLES C. LUCKO, REGISTERED PUBLIC LAND SURVEYOR NO. 4636, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON NOVEMBER 31, 2017.

Charles C. Lucko
 CHARLES C. LUCKO
 TEXAS REGISTRATION NO. 4636
 ALL COUNTY SURVEYING, INC
 4330 S. 6th STREET
 TEMPLE, TX 76504



1.29.2019
 DATE

CITY DEVELOPMENT SERVICES:

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS THE 21 DAY OF

March, 2019
Ashley Lumpkin
 ASHLEY LUMPKIN, AICP, DIRECTOR

3/21/19
 DATE

CITY MAYOR AND CITY SECRETARY SIGNATURES

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE ON THE 17 DAY OF

January, 2019
Doug Gaul
 DOUG GAUL, MAYOR

3/14/19
 DATE

Lisa L. Brown
 LISA L. BROWN, CITY SECRETARY

3/14/19
 DATE

METES AND BOUNDS DESCRIPTION

2.562 ACRES, situated in the N. D. Walling Survey, Abstract No. 675 and the James H. Neilly Survey, Abstract No. 485, Williamson County, Texas, being all of Lot 3, Block B of Lot 1, Lot 2 and Lot 3, Block B of the Star Ranch Commercial Subdivision, of record in Document No. 2018005993, Official Public Records of Williamson County, Texas, and being more particularly described as follows:

- BEGINNING** at a 1/2" iron rod with "True-Surv 6614" cap found on the west right of way of State Highway 130 (right of way width varies), being the most easterly, northeast corner of said Lot 3, for the most easterly, northeast corner of this tract of land;
- THENCE** in a southerly direction, with the east line of said Lot 3 (Plat S. 25° 02' 41" W., 356.14 feet), same being the west right of way of State Highway 130, S. 25° 02' 41" W., 356.14 feet, to a calculated point, being the most easterly, southeast corner of said Lot 3, same being the northeast corner of a called 0.234 acre tract of land conveyed to the State of Texas in Document No. 2004008236, of said Official Public Records, for the most easterly, southeast corner of this tract of land;
- THENCE** in a southwesterly direction, continuing with the east line of said Lot 3, same being the north and west lines of said 0.234 acre tract, the following two (2) courses and distances:
 1) S. 86° 01' 05" W., at a distance of 0.29 feet passing a 1/2" iron rod with a disturbed "TXDOT" aluminum cap found, and continuing a total distance of 101.92 feet (Plat S. 86° 01' 05" W., 101.92 feet), to a 1/2" iron rod with "TXDOT" aluminum cap found, being a corner of said Lot 3 and being the northwest corner of said 0.234 acre tract, for a corner of this tract of land;
 2) S. 25° 01' 17" W., 32.57 feet (Plat S. 25° 01' 17" W., 32.57 feet), to a 1/2" iron rod with "True-Surv 6614" cap found, being the most southerly, southeast corner of said Lot 3, same being the northeast corner of Common Area "A" of said Star Ranch Commercial Subdivision, for the most southerly, southeast corner of this tract of land;
- THENCE** in a westerly direction, with the south line of said Lot 3 (Plat S. 63° 39' 09" E., 163.17 feet), same being the north line of said Common Area "A", N. 63° 39' 09" W., 163.17 feet, to a 1/2" iron rod with "True-Surv 6614" cap found on the east line of Lot 1 of said Block B, being the southwest corner of said Lot 3, same being the northwest corner of said Common Area "A", for the southwest corner of this tract of land;
- THENCE** in a northerly direction, with the west line of said Lot 3, same being the east line of said Lot 1 and Lot 2 of said Block B, the following two (2) courses and distances:
 1) N. 26° 20' 51" E., 360.41 feet (Plat N. 26° 20' 51" E., 360.41 feet), to a 1/2" iron rod with "True-Surv 6614" cap found, being a common corner of said Lot 3 and Lot 2, for a corner of this tract of land;
 2) N. 09° 17' 34" E., 92.11 feet (Plat N. 09° 17' 34" E., 92.11 feet), to a 1/2" iron rod with "True-Surv 6614" cap found on a curve to the right on the south right of way of Muirfield Bend Drive (70' right of way width), being the northwest corner of said Lot 3, same being the northeast corner of said Lot 2, for the northwest corner of this tract of land;
- THENCE** in an easterly direction, with the north line of said Lot 3, same being the south right of way of Muirfield Bend Drive, the following three (3) courses and distances:
 1) 149.42 feet, with said curve to the right, having a radius of 530.00 feet, a delta angle of 16° 09' 09" and a chord which bears S. 72° 57' 13" E., 148.92 feet, to a 1/2" iron rod with "True-Surv 6614" cap found at the end of said curve to the right, for a corner of this tract of land;
 2) S. 64° 49' 50" E., 86.66 feet (Plat S. 64° 49' 50" E., 86.66 feet), to a 1/2" iron rod with "True-Surv 6614" cap found, for a corner of this tract of land;
 3) S. 19° 50' 43" E., 49.46 feet (Plat S. 19° 50' 43" E., 49.46 feet), to the POINT OF BEGINNING and containing 2.562 Acres of Land.

GENERAL NOTES

1. A 10' P.U.E. IS DEDICATED ALONG AND ADJACENT TO ALL STREET PROPERTY LINES.
2. ALL RIGHT-OF-WAY AND EASEMENTS TO BE PUBLICLY DEDICATED ON THIS PLAT ARE FREE OF LIENS.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
4. SIDEWALKS SHALL BE CONSTRUCTED ON STREETS BOUNDING THE SUBDIVISION. ALL SIDEWALKS ARE TO BE MAINTAINED BY THE PROPERTY OWNER.
5. THIS SUBDIVISION IS RESTRICTED TO COMMERCIAL USE, UNLESS OTHERWISE INDICATED.
6. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE WILLIAMSON COUNTY WATER SEWER IRRIGATION DRAINAGE DISTRICT #3 AFTER THE APPROPRIATED WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THE SITE. THE WILLIAMSON COUNTY WATER SEWER IRRIGATION DRAINAGE DISTRICT #3 ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
7. THIS SUBDIVISION IS SUBJECT TO THE STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
8. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NO. 48491C0515E, EFFECTIVE DATE OF SEPTEMBER 28, 2008.
9. A DEFAC TO CERTIFICATE OF COMPLIANCE IS HERE BY ISSUED FOR THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
10. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENT, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO THE PROPERTY DEFECTS AND NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR PLACEMENT OF THE IMPROVEMENT.
11. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
12. THE SETBACK ALONG MUIRFIELD BEND DRIVE SHALL BE A MINIMUM OF 25 FEET, THE SETBACK ALONG S.H. 130 SHALL BE A MINIMUM OF 50 FEET AND THE REAR YARD SETBACK SHALL BE A MINIMUM OF 25 FEET. SIDEYARD SETBACK SHALL BE A MINIMUM OF 10 FEET OR 0 FEET FOR COMMON WALLS.
13. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO 2002 SUBDIVISION CODE AS ADOPTED BY CITY OF HUTTO ORDINANCE NO. 1216-02 AND ORDINANCE NO. 5-17-04, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
14. STORM WATER DISCHARGE FROM THE SUBJECT PROPERTY OF THE 2, 10, 25, AND 100-YEAR STORM EVENTS UNDER DEVELOPED CONDITIONS MAY EXCEED THAT OF THE EXISTING PRE-DEVELOPMENT PEAK RATES, AS CALCULATED DURING THE SITE PLAN REVIEW PROCESS AND BASED ON STANDARD ENGINEERING PRACTICE, WITH THE APPROVAL OF THE WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3. AS LONG AS THE OVERALL DRAINAGE RELEASED FROM BLOCK B DOES NOT EXCEED THAT OF THE EXISTING PRE-DEVELOPMENT PEAK RATES AS CALCULATED DURING THE SITE PLAN REVIEW PROCESS AND BASED ON STANDARD ENGINEERING PRACTICE.
15. THE SURFACE OF ALL PUBLICLY DEDICATED EASEMENT AREAS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
16. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:

ELECTRIC:	GAS:	WATER/WASTEWATER:
ONCOR ELECTRIC DELIVERY 350 TEXAS AVENUE ROUND ROCK, TEXAS 78664 JIM KRUMNOW PHONE: 512-244-5693	ATMOS ENERGY CORP. 3110 NORTH IH-35 ROUND ROCK, TEXAS 78664 BRAD CROSSWHITE PHONE: 512-310-3801	WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3 1101 CAPITAL OF TEXAS HIGHWAY, SUITE D110, AUSTIN, TEXAS 78746 ROBERT FERGUSON, MURFEE ENGINEERING PHONE 512-327-9204
17. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
18. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
19. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND CONVEYED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
20. ANY EASEMENTS AND SETBACKS SHOWN HEREON THAT ARE CREATED BY A SEPARATE INSTRUMENT SHALL BE GOVERNED BY THE TERMS, PROVISIONS AND CONDITIONS OF SUCH SEPARATE INSTRUMENT, AND THE LOCATIONS OF SUCH EASEMENTS DEPICTED HEREON ARE APPROXIMATE WITH THE EXACT LOCATIONS SET FORTH IN SUCH SEPARATELY RECORDED INSTRUMENT.
21. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT OF LOT 1, LOT 2 AND LOT 3, BLOCK B OF THE STAR RANCH COMMERCIAL SUBDIVISION, RECORDED IN DOCUMENT NO. 2018005993, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
22. ALL JOINT ACCESS EASEMENTS ON THIS PLAT WILL BE MAINTAINED BY THE OWNERSHIP OF EACH LOT.

WILLIAMSON COUNTY 911 ADDRESSING

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 8th DAY OF March, 2019
Lida Budge
 WILLIAMSON COUNTY ADDRESSING COORDINATOR

3/8/19
 DATE

COUNTY JUDGE'S APPROVAL

STATE OF TEXAS ()
 COUNTY OF WILLIAMSON ()

KNOW ALL MEN BY THESE PRESENTS:
 I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Bill Gravel, Jr.
 BILL GRAVELL, JR., COUNTY JUDGE
 WILLIAMSON COUNTY, TEXAS

DATE

COUNTY CLERK CERTIFICATION

STATE OF TEXAS ()
 COUNTY OF WILLIAMSON ()

KNOW ALL MEN BY THESE PRESENTS:
 I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF , 20 , A.D., AT O'CLOCK M. AND DULY RECORDED THIS DAY OF , 20 , A.D., AT O'CLOCK M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT NO. .

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
 OF WILLIAMSON COUNTY, TEXAS

BY: , DEPUTY



SHEET 2 OF 2
 Revised 12-20-18 - County Comments
 Revised 12-20-18 - Notes, Vicinity Map
 Revised 11-27-18 - Engineer, Owner Address
 Copyright 2018 All County Surveying, Inc.

LOT 3A, LOT 3B AND LOT 3C, BLOCK B OF STAR RANCH COMMERCIAL SUBDIVISION
 Being a REPLAT of Lot 3, Block B of Lot 1, Lot 2 and Lot 3, Block B of the STAR RANCH COMMERCIAL SUBDIVISION, of record in Document No. 2018005993, Official Public Records of Williamson County, Texas.

Plot Date:	01-28-2019
Survey completed:	11-14-2017
Scale:	1" = 100'
Job No.:	170414.5
Drawn by:	MDH
Surveyor:	CCL #4636

Commissioners Court - Regular Session

22.

Meeting Date: 04/16/2019

Telecommunicator Recognition

Submitted For: Scott Parker

Submitted By: Carolyn Draper, 911 Communications

Department: 911 Communications

Agenda Category: Regular Agenda Items

Information

Agenda Item

Recognize and acknowledge the excellent work and efforts of the Telecommunications Professionals throughout Williamson County.

Background

This is to provide general and specific recognition for the Telecommunicators from Williamson County Emergency Communications and the other PSAPs in Williamson County. Leadership from Cedar Park, Georgetown, Leander, Round Rock, and Taylor are invited to participate and be recognized for the cooperative effort of all the Telecommunications Professionals in Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Carolyn Draper
Final Approval Date: 04/03/2019

Reviewed By

Andrea Schiele

Date

04/03/2019 03:05 PM
Started On: 04/03/2019 12:59 PM

Commissioners Court - Regular Session

23.

Meeting Date: 04/16/2019

Child Abuse and Neglect Prevention Month

Submitted For: Bill Gravell

Submitted By: Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on proclaiming April 2019 as CHILD ABUSE AND NEGLECT PREVENTION MONTH in Williamson County and hear a brief presentation by the Child Advocacy Center Executive Director, Kerrie Stannell.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Proclamation

Form Review

Inbox

County Judge Exec Asst. (Originator)
Form Started By: Andrea Schiele
Final Approval Date: 04/10/2019

Reviewed By

Andrea Schiele

Date

04/10/2019 02:33 PM
Started On: 04/10/2019 09:06 AM

PROCLAMATION

WHEREAS, in 2017 the U.S. Census Department reported an estimated 143,362 children living in Williamson County, Texas and the Texas Department of Family and Protective Services (CPS) conducted 3,113 child abuse investigations in Williamson County confirming 596 to be cases of child abuse and neglect; and the Williamson County Children's Advocacy Center forensically interviewed 661 children that year; AND

WHEREAS, every child deserves the security of a stable, loving, and nurturing home – we recognize the importance of all Texans working together each day in defense of our most valuable resource consisting of those that are the most vulnerable among us – our children, AND

WHEREAS, we cannot lose sight of the importance of the entire community in preventing child abuse and neglect, and it is critically important for our children to have parents who care for their physical, intellectual, and emotional needs, but we also must acknowledge the friends, neighbors, educators, and faith leaders who help in promoting the well-being of children; AND

WHEREAS, we are especially grateful for foster and adoptive parents who graciously open their homes and lives to children in need of love and support, and we extend our deepest respect and gratitude to the professionals, volunteers, and organizations who work tirelessly to protect at-risk children and to care for those who have tragically experienced the traumas of abuse or neglect; AND

WHEREAS, prevention remains the best defense for our children and families; and effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community-based and faith-based organizations, businesses, and law enforcement agencies; AND

WHEREAS, all adults, 18 and over, are considered “mandatory reporters” in the State of Texas and are charged with officially reporting any and all suspected cases of abuse to the 1-800-252-5400 Abuse Hotline so that local professionals can properly investigate and intervene in a timely manner to keep children safe from abuse in Williamson County; AND

WHEREAS, Texas Children's Advocacy Centers were created to work with government agencies in a unified effort to investigate cases of child abuse in a manner that reduces trauma to young victims; and the Williamson County Children's Advocacy Center, a non-profit organization founded in 1997 to serve all cities in Williamson County, exists to provide a child friendly, safe place to disclose child abuse, reduce emotional trauma for children and their non-offending family members, and extend professional services that protect the integrity of an investigation; and the Williamson County Children's Advocacy Center has provided forensic interviews for more than 10,000 children since its inception; AND

WHEREAS, the Williamson County Children's Advocacy Center, Williamson County Sheriff's Department, our Municipal Police Departments, the Department of Family & Protective Services, C.A.S.A. volunteers, EMS personnel, the County Attorney's Office, the District Attorney's Office, Judges, foster parents, teachers, and others work together and play a critical role in the prevention and healing of abused and neglected children in our community to ensure that they have the opportunity to grow up in a safe, loving, and permanent home; AND

WHEREAS, we must never lose sight of those who have suffered from the terrors of child abuse and neglect and who continue to suffer from its devastating psychological and physical impacts;

NOW, THEREFORE, be it resolved that we, the Commissioners' Court of Williamson County, Texas, honor the courageous survivors of abuse and neglect and hold in our hearts those cruelly taken from us; and renew our resolve to eradicate abuse and neglect from our homes and our community, and pledge our commitment to preserving the innocence and safety of our children by proclaiming April 2019 as:

CHILD ABUSE AND NEGLECT PREVENTION MONTH

in Williamson County, Texas and hereby recognize the Williamson County Children's Advocacy Center and all its partners for outstanding service to protect the unprotected and encourage all citizens to be vigilant in recognizing and reporting child abuse in Williamson County, Texas.

THIS THE 16TH DAY OF APRIL 2019

JUDGE BILL GRAVELL

Commissioners Court - Regular Session

24.

Meeting Date: 04/16/2019

McCray Contract and ROFR

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 and Right of First Refusal with the Estate of Lenora Louise McCray for Parkland. Funding Source: Parkland

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[McCray Contract](#)

[McCray- Right of First Refusal](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 10:05 AM

Started On: 04/11/2019 09:58 AM

REAL ESTATE CONTRACT
McCray Parkland Acquisition

THIS REAL ESTATE CONTRACT ("Contract") is made by the **Estate of Lenora Louise McCray** (referred to in this Contract as "Seller") and **Williamson County, Texas** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

Approximately 500.66 acres tract of land, being 331.86 acres out of the J.F. Kimball Survey, Abstract 379, Williamson County, Texas, and as described in Williamson County Appraisal District R#022298 and being 168.80 acres in the J. Jenks Survey, Abstract No. 351, Williamson County, Texas and as described in Williamson County Appraisal District # R022276, both tracts being shown on a sketch attached as Exhibit "A", **SAVE AND EXCEPT** approximately 150 acres from portions of both tracts to be retained by Seller and as determined by a final survey, at a location approved by both parties prior to Closing and as described in Section 8.12 below.

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 Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. The exact acreage shall be as determined by a final survey obtained and paid for by Purchaser, subject to Seller's reasonable approval, prior to Closing (the "Survey"). Seller and Purchaser each hereby waives any claim with respect to the legal sufficiency of the initial description of the Property, including the Statute of Frauds.

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 TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) per acre for approximately 350 acres, more or less, as determined by the final Survey.

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. If not previously provided, 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 ten (10) 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 ten (10) days 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 within three (3) days thereafter 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 for 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) Other than an existing agricultural lease with _____ (the "Ag Lease"), Seller has not entered into any lease or other agreement, whether written or oral, granting any other party the right to possess the Property. Other than the lessee under the Ag Lease, 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. Seller will cause the Ag Lease to be amended to remove the Property from the premises encumbered thereby at or prior to Closing.

(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 Seller.

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 Georgetown Title Company (the "Title Company") or another title company of Purchaser's choosing, on or before May 10, 2019 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 agreed to be undertaken by Purchaser pursuant to Article III hereof (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all 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 or deemed approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Cooperate, to the extent required, to ensure that the Title Company will issue and deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, 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 or deemed approved by Purchaser pursuant to Article III hereof or 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 the 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.

Special Provisions

8.12. As stated above, Seller and Purchaser agree that Seller is to retain approximately 150 acres from the 500.66 acre Property described in Exhibit "A". The exact location of said 150 acres shall encompass Seller's existing house described In Williamson County Appraisal District R#022299, but allow the remaining 350 acres purchased by the Purchaser to abut and have driveway access to some portion of CR 281 within the R022276 tract.

Exhibit

8.12. The following Exhibit is attached hereto:

- Exhibit "A": Property description, subject to the Survey

[signature page follows]

SELLER:

Estate of Lenora Louise McCray

By: Rene L Henry Esq
Name: for: Lenora L McCray
Its: _____

Address: 2250 C.R. 281
Leander, TX 78641

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT ("Agreement") is entered into as of the ___ day of _____, 2019, by the Lenora Louise McCray Estate ("Estate") to Williamson County, Texas, a Texas political subdivision ("County").

1. **Grant.** For valuable consideration, and subject to the conditions set forth below, Estate hereby grants to County the right of first refusal with respect to the following real property described below which is the subject of that certain Contract for Purchase of Real Estate ("Contract") by County, as buyer, and the Estate, as seller,

Approximately 500.66 acres tract of land, being 331.86 acres out of the J.F. Kimball Survey, Abstract 379, Williamson County, Texas, and as described in Williamson County Appraisal District R#022298 and being 168.80 acres in the J. Jenks Survey, Abstract No. 351, Williamson County, Texas and as described in Williamson County Appraisal District # R022276, both tracts being shown on a sketch attached as Exhibit "A", **SAVE AND EXCEPT** approximately 150 acres from portions of both tracts to be retained by Seller and as determined by a final survey, at a location approved by both parties prior to Closing.

2. **Description.** As stated in the Contract, Estate will save and except from the conveyance approximately 150 acres from the 500 acre tract ("Remainder Tract"). This 150 acre Remainder Tract is the subject of this Agreement.
3. **Notice.** If at any time or times during the term of this right of first refusal, Estate desires to offer the Remainder Tract, or any portion thereof, for sale and invite offers for purchase, then Estate shall notify County within ten (10) days of making such an offer and shall, upon entering into a binding contract with a third party to sell the Remainder Tract, provide a copy of the third party contract (the "Third-Party Contract") and a notice of the offer of first refusal to County ("Notice").
4. **Exercise by County.** County shall have a period of 30 days after receiving such Notice within which to notify Estate that County elects to purchase the Remainder Tract on the terms contained in the Third-Party Contract. Any such notice from County shall be accompanied by any earnest money required by the Third-Party Contract, which shall then constitute a contract between County and Estate even though neither has signed it.
5. **Waiver by County.** If County does not notify Estate within the 30-day period mentioned in the preceding paragraph of County's election to purchase such Remainder Tract, Estate shall be free to sell or otherwise dispose of the Remainder Tract pursuant to the terms of the Third-Party Contract, and County shall upon request execute and deliver an instrument in recordable form appropriate to evidence County's relinquishment of its rights under this instrument with respect to such transaction. Notwithstanding the foregoing, County's

failure to exercise its right of first refusal on any offer shall not be a waiver of its right of first refusal on any subsequent sale.

6. **Term.** The term of this right of first refusal shall extend for 20 years from the date hereof.
7. **Notices.** Any notice required or permitted to be given under this right of first refusal shall be in writing and shall be deemed given upon personal delivery or on the second business day after mailing by registered or certified United States mail, postage prepaid, to the appropriate party at its address stated below:

COUNTY:

Williamson County
Attn: County Judge
710 S. Main St.
Georgetown, Texas 78626

ESTATE:

Raena L. Henry Etx
For: Lenora L McCray

Either party may change its address for notices by notice to the other party as provided above.

8. **Binding Effect.** The provisions of this instrument shall bind and benefit County and Estate and their respective heirs, successors and assigns.
9. **Recordation.** This Right of First Refusal which shall be recorded in the Official Records of Williamson County. Both parties agree to amend this Agreement to include the final legal description of the Remainder Tract prior to closing on the Contract.

IN WITNESS WHEREOF, County and Estate have executed this Agreement on the date set forth in its acknowledgement, intending it to take effect as of the date first mentioned above.

[signatures follow]

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the _____ day of _____, 2019 by Bill Gravell, Jr., County Judge, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

ESTATE OF LENORA LOUISE MCCRAY

By: Raena Louise Henry

Name: Raena Louise Henry Extx

Its: For: Lenora L. McCray

STATE OF TEXAS

COUNTY OF Burnet

This instrument was acknowledged before me on this the 5th day of April 2019, by Heidi Scott, in the capacity and for the purposes and consideration therein expressed.



Heidi M. Scott
Notary Public, State of Texas

Please return to:

Charles Crossfield
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session

25.

Meeting Date: 04/16/2019

Local Provider Participation Fund (LPPF) Fiscal Year 2019

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2019 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

Requesting a public hearing be set for April 30, 2019 at 10:00 a.m.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Julie Kiley
Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 08:35 AM
Started On: 04/10/2019 04:54 PM

Commissioners Court - Regular Session

26.

Meeting Date: 04/16/2019

CR 328 Closure

Submitted For: Valerie Covey

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on temporarily closing a section of CR 328 for Stalwart Films to shoot a TV series for AMC Television: Thursday April 18, 2019 5:00AM-10:00PM.

Background

Traffic control and detour plan have been reviewed and approved by Road & Bridge. Adjacent property owners have been notified. The Williamson County Sheriff's Office has been contacted regarding the hiring of off-duty deputies to assist with the road closures if the closures are approved.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CR 328 Closure

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 04/11/2019

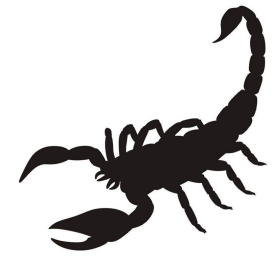
Reviewed By

Andrea Schiele

Date

04/11/2019 12:04 PM

Started On: 04/11/2019 11:45 AM



Thursday, April 11, 2019

Dear Neighbor,

Stalwart Films, LLC is currently producing a TV Series for AMC Television in the Central Texas area this Spring. We've been filming at various locations in & around Austin for a couple seasons now and currently we are planning to return for some filming in Williamson County on CR 328 starting April 18th at approximately 5am and continuing until approximately 10pm. Filming will take place in and around the road. We will be working with the Williamson County Sheriff Dept. to provide traffic control & safety during our closure. We will not be blocking any driveways or limiting of access to any property. If you travel down these roads daily, we ask that you use the alternate routes to access your destination during the filming. The roadways around CR 328 will be open and accessible during the filming.

We are working with Williamson County & County Roads and have attached a map indicating our filming requests and a schedule listing our proposed filming dates and times. Please take the time to review them. We plan to begin holding traffic on CR 328 @ 5am. Emergency vehicles will have access at all times. We will also be working with the local school bus system and mail delivery service to make sure that our impact is minimal. If possible, those services will continue to operate as normal until we move into filming position.

Please feel free to call me with any questions. We have an excellent local crew working on the project, and we are extremely optimistic about the outcome. The film community continues to thrive in central Texas because of the hospitality of its citizens, the diverse nature of its locations, and the generosity of its homeowners and tenants. We greatly appreciate your consideration in this matter.

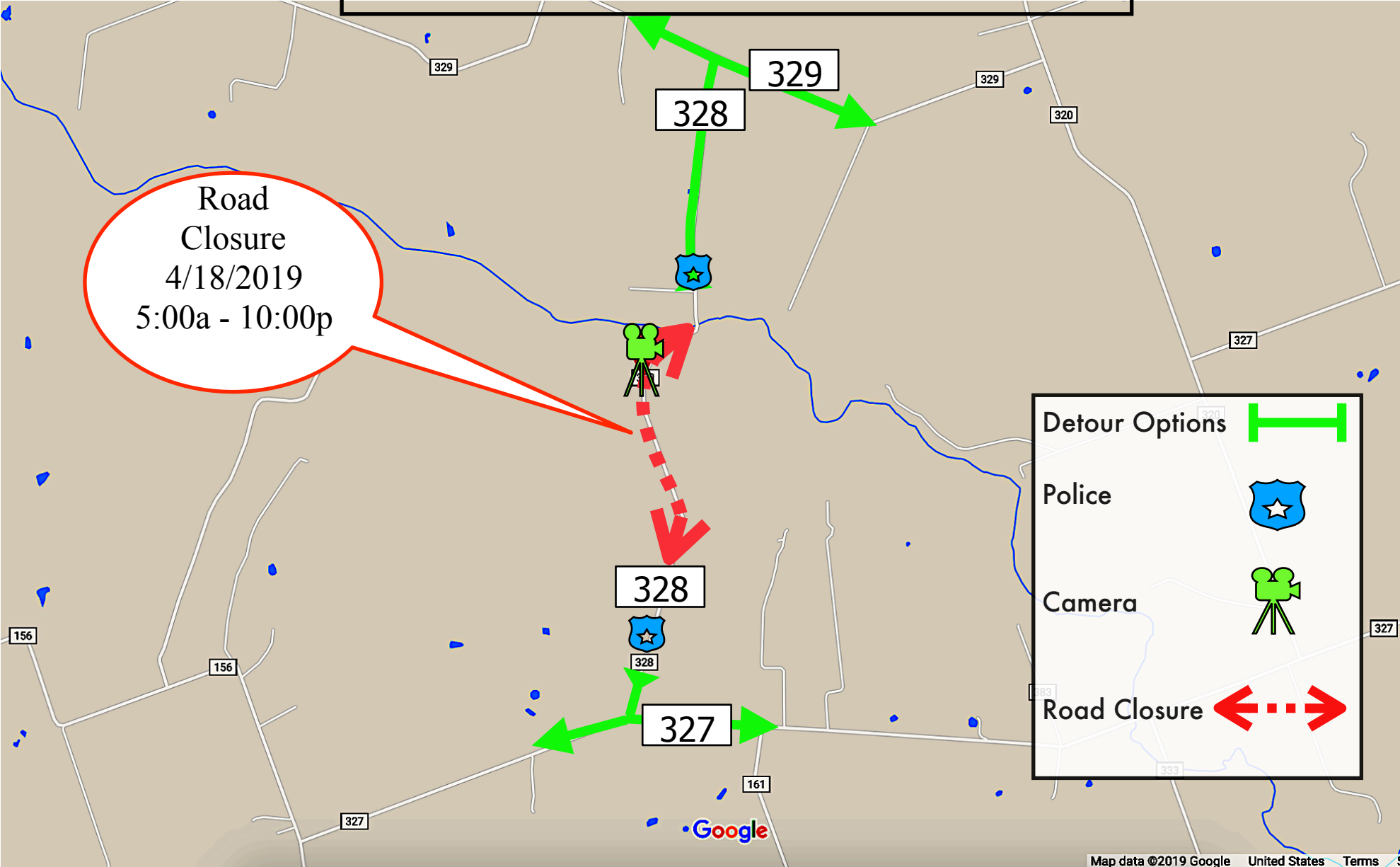
Sincerely,

Chris Salazar
Location Scout
512.576.4245 cell & text
chrissalazar@me.com





“SCORPION” AMCTV
**** CR 328 Williamson County / Road Closure****
 977 Co Rd 327 Georgetown, TX 78626
 30.717951, -97.534521(approx address) Elgin TX 78653
 on 4/18/2019 @ 5a until 10p



Commissioners Court - Regular Session

27.

Meeting Date: 04/16/2019

Discuss, consider, and take appropriate action on a proposed plan review process for the Fire Marshal's Office

Submitted For: Chris Connealy

Submitted By: Chris Connealy, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proposed plan review process for parties wanting to submit building plans to the Fire Marshal's Office that have been reviewed by an approved third-party plan review service provider to show compliance with the county fire code.

Background

It is a common best practice for fire marshal offices to utilize a third-party plan review service provider to analyze customer submitted building plans and associated architectural drawings for compliance with that jurisdiction's adopted fire code. This is done due to limited staffing in fire marshal offices and facilitates a faster review process so the customer can acquire the needed permit to move forward with their project. Third-party plan review service providers can submit their qualifications to the Fire Marshal's Office to be added to the approved list of plan review service providers. Customers will be given the list of approved plan review service providers so they can select the firm they want to work with for their project. The plan review process is outlined in the attachment.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Plan Review Process

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Chris Connealy
Final Approval Date: 04/05/2019

Reviewed By

Andrea Schiele

Date

04/05/2019 12:02 PM
Started On: 04/05/2019 10:42 AM



Williamson County Fire Marshal / Special Operations



3189 SE Inner Loop, Georgetown, Texas 78626
Office: 512-943-3601 | Fax: 512-943-3647
www.wilco.org/departments/fire-marshal

Plan Review Process

- Submit permit application found at www.wilco.org/departments/fire-marshal.
 - Schedule pre-development / pre-construction meeting.
 - Review guidelines with owner/general contractor at pre-development / pre-construction meeting.
 - General contractor / sub-contractor submits plans to an approved third-party plans reviewer.
 - Third-party plans reviewer approves plans.
 - General contractor / sub-contractor provides a copy of plans, proof of third-party review, and copies of current applicable licenses to FMO.
 - Williamson County Fire Marshal's Office reviews application for issuance of permit. Additional information may need to be submitted for final approval.
-

Approved Third-Party Plans Reviewers

Bureau Veritas
Fire Safety Consultants, Inc.
Code Solutions Group, LLC.

This is not a comprehensive list of third-party plans review service providers. If a contractor would like to use a provider that is not listed above, please have the service provider contact firemarshal@wilco.org and be prepared to provide applicable qualifications.

Commissioners Court - Regular Session

28.

Meeting Date: 04/16/2019

Lease of Pitney Bowes Postage Mail Equipment for JP2

Submitted For: Randy Barker

Submitted By: Lyn Mazey, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Lease Agreement between Pitney Bowes, Inc. and Williamson County for postage mail equipment in the amount of \$354.14 per month for 48 months, pursuant to BuyBoard Contract #576-18, and authorizing execution of the Agreement.

Background

This lease will support operations of the Williamson County Justice of the Peace - Precinct #2. The new lease is for a term of 48 months at a rate of \$354.14 per month, billed quarterly at \$1,062.42. This expenditure will be charged to 01.0100.0452.004216. Funding was approved in the FY19 budget and a LIT has been processed by the Auditor's Office (\$14).

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

PB Lease JP2

Form Review

Inbox

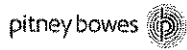
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Lyn Mazey
Final Approval Date: 04/11/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

04/11/2019 10:12 AM
04/11/2019 10:33 AM
Started On: 04/09/2019 10:06 AM



State and Local Fair Market Value Lease

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

WILLIAMSON COUNTY JP2

746000978

Sold-To: Address

350 DISCOVERY BLVDSTE 204, CEDAR PARK, TX, 78613-2254, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Sheri Friedman

(512) 260-4253

0016662136

Bill-To: Address

350 DISCOVERY BLVDSTE 204, CEDAR PARK, TX, 78613-2254, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Melissa East

5122604218

0016662136

meast@wilco.org

Ship-To: Address

350 DISCOVERY BLVDSTE 204, CEDAR PARK, TX, 78613-2254, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Sheri Friedman

(512) 260-4253

0016662136

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWW	10 lb Interfaced Weighing (unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA1	50 Dept Analytics
1	APK2	SendPro P Series Basic Label Printer Pac
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P1500 Series Bundle (145/70 Lpm)
1	M9SS	Mailstream Intellink Services
1	MSD1	10" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	PTJ1	Postal Shipping

1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for SendPro P1500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 48 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
48	\$ 354.14	\$ 1,062.42

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

Your Signature Below

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

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at <http://www.pb.com/states> and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX[®] equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

576-18
State/Entity's Contract#


Lessee Signature

Print Name

Title

Date

Email Address


Pitney Bowes Signature
Print Name Ron C Dendr
Title
Date 09/09/18

Sales Information

Lonnie Kennedy II lonnie.kennedy@pb.com
Account Rep Name Email Address PBGFS Acceptance

Commissioners Court - Regular Session

29.

Meeting Date: 04/16/2019

Veterans Services Donations BA 04.16.19

Submitted For: Melanie Denny

Submitted By: Melanie Denny, 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 revenues for Veterans Services Donations.

Background

Donation from American Legion Post No. 317 in the amount of \$300.00 for Morale Boxes sent to deployed troops.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$300.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 08:36 AM

Started On: 04/10/2019 02:36 PM

Commissioners Court - Regular Session

30.

Meeting Date: 04/16/2019

Veterans Services Donations BA 04.16.19

Submitted For: Melanie Denny

Submitted By: Melanie Denny, 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 Veterans Service Donations.

Background

Donation from American Legion Post No. 317 in the amount of \$300.00 for Morale Boxes sent to deployed troops.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	\$300.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 08:37 AM

Started On: 04/10/2019 02:37 PM

Commissioners Court - Regular Session

31.

Meeting Date: 04/16/2019

Park Donations 4.16.19

Submitted For: Melanie Denny

Submitted By: Melanie Denny, 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 revenues for Park Donations.

Background

Donations include \$1,002.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	\$1,002.00	

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 08:37 AM

Started On: 04/10/2019 02:43 PM

Commissioners Court - Regular Session

32.

Meeting Date: 04/16/2019

Park Donations BA 4.16.19

Submitted For: Melanie Denny

Submitted By: Melanie Denny, 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 Park Donations.

Background

Park Donations include \$1,002.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	\$1,002.00	

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 08:41 AM

Started On: 04/10/2019 02:44 PM

Commissioners Court - Regular Session

33.

Meeting Date: 04/16/2019

Approval of the Purchase of SO Farber Specialty Vehicle

Submitted For: Randy Barker

Submitted By: Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of a specialty vehicle from Farber Specialty Vehicles in the amount of \$292,357.00 pursuant to Omnia Partners Cooperative Contract #128867, to support the operations of the Williamson County Sheriff's Office.

Background

This specialty vehicle has custom upgrades to serve as a mobile command center for the Williamson County Sheriff's Office. The quotation is attached and lists the specifications of the vehicle. Department contact is Commander Tony Carter. This expenditure will be charged to Seized Funds 01.0410.0413.005700.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/11/2019 10:40 AM
Purchasing (Originator)	Randy Barker	04/11/2019 10:46 AM
County Judge Exec Asst.	Andrea Schiele	04/11/2019 10:52 AM
Form Started By: Erica Smith		Started On: 04/05/2019 11:10 AM
Final Approval Date: 04/11/2019		

PR 119036



FARBER
SPECIALTY VEHICLES

7052 Americana Parkway
Columbus, OH 43068
Toll Free: (800) 331-3188
Fax: (614) 759-2098

REV-000

QUOTATION

Name: Williamson County Sheriff
Contact: CDR Tony Carter
Address: 508 S.Rock Street
City, ST, Zip: Georgetown, TX 78626
Telephone: _____
Email: tcarter@wilco.org

TOTAL
\$ **292,357.00**

CONTACT	DELIVERY	SHIPPED VIA	TERMS	Contract Number
Rick Armstrong	240 Days	Farber	Net 30	128867

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
VEHICLES - FOB Continental US			
1	FSV Body 24	\$ 234,860.00	\$ 234,860.00
Model Upgrade Pricing <i>Includes Custom Floorplan Design</i>			
INTERIOR OPTIONS			
1	Sound deadening, color coordinated wall carpet	\$ 1,880.00	\$ 1,880.00
EXTERIOR OPTIONS			
1	Electric roll up exterior awning, Sunbrella color selection, up to 22'	\$ 2,909.00	\$ 2,909.00
1	Hydraulic leveling and stabilizing jacks - medium duty	\$ 6,575.00	\$ 6,575.00
SLIDE-OUT ROOMS			
1	Custom Raised Floor slide out room up to 16'	\$ 23,970.00	\$ 23,970.00
AUDIO/VIDEO OPTIONS			
1	40" LCD monitor, exterior view w/ weather-proof door	\$ 5,541.00	\$ 5,541.00
1	TV antenna, roof mounted w/ booster	\$ 141.00	\$ 141.00
1	Back-up camera system, 7" LCD color monitor	\$ 1,175.00	\$ 1,175.00
1	Rear speakers from cab AM/FM/CD, one pair	\$ 352.00	\$ 352.00
1	UHF wireless microphone system, w/12 hour battery life, 100 meter range	\$ 639.00	\$ 639.00
4	Commercial LCD monitor w/ TV tuner up to 22" with mount	\$ 545.00	\$ 2,180.00
1	Commercial LCD monitor w/ TV tuner up to 34" with mount	\$ 733.00	\$ 733.00
SATELLITE & CONNECTIVITY			
1	Connectivity Package Level I BRONZE - router, bonding 2 carriers, 2 roof mounted antennas	\$ 2,350.00	\$ 2,350.00
ELECTRONICS			
1	24-port switch & CAT 6 patch panel	\$ 611.00	\$ 611.00
1	CAT 6 network with printer/fax/scanner	\$ 6,110.00	\$ 6,110.00
1	Microwave oven, cabinet mounted	\$ 376.00	\$ 376.00
1	Refrigerator, AC/DC, compressor operated	\$ 893.00	\$ 893.00
H.V.A.C.			
2	Roof mounted air conditioner (One Standard)	\$ 916.00	\$ 1,832.00
GENERATORS & POWER SUPPLIES			
1	12 KW Diesel Generator with compartment	\$ 13,329.00	\$ 13,329.00
LOW VOLTAGE OPTIONS			
1	Accelle security alarm system, w/ motion sensors	\$ 611.00	\$ 611.00
INTERIOR LIGHTING			
1	LED ceiling light package	\$ 3,440.00	\$ 3,440.00
EMERGENCY LIGHTING			
1	LED light package, 8 emergency lights & 2 scene lights	\$ 5,611.00	\$ 5,611.00
2	LED scene light	\$ 432.00	\$ 864.00
1	Discount	\$ (24,625.00)	\$ (24,625.00)
		TOTAL PRICE	\$ 292,357.00

Commissioners Court - Regular Session

34.

Meeting Date: 04/16/2019

Receive updates on the Department of Infrastructure projects and issues

Submitted For: Robert Daigh

Submitted By: Lydia Linden, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 03/25/2019

Reviewed By

Andrea Schiele

Date

03/25/2019 11:30 AM

Started On: 03/25/2019 11:30 AM

Commissioners Court - Regular Session

35.

Meeting Date: 04/16/2019

Diamond Surveying Inc Contract Amendment No 1

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Surveying Services between Diamond Surveying Inc and Williamson County dated February 18, 2015 for Survey Services for Road and Bridge Division.

Background

This Contract Amendment No 1 will allow for an increase in the Compensation Cap from \$250,000.00 to \$300,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Diamond Surveying Inc Contract Amendment No 1

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/10/2019

Reviewed By

Hal Hawes

Andrea Schiele

Date

04/09/2019 03:09 PM

04/10/2019 08:42 AM

Started On: 04/08/2019 02:39 PM

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

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Survey Services for Road and Bridge Division (“**Project**”)

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Surveying Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Surveyor") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Surveyor executed the Williamson County Contract for Surveying Services dated effective **February 18, 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 **\$250,000.00**; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

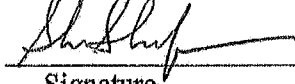
NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from **\$250,000.00** to **\$300,000.00**.

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

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

SURVEYOR:

By: 
Signature

Shane Shafer, RPLS
Printed Name

President
Title

APRIL 8, 2019
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

Date

Commissioners Court - Regular Session

36.

Meeting Date: 04/16/2019

Road Bond Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge the April 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

[April 2019 Construction Summary Report](#)

[April 2019 PowerPoint Presentation](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 11:54 AM

Started On: 04/10/2019 02:22 PM



ROAD BOND PROGRAM

Construction Summary Report

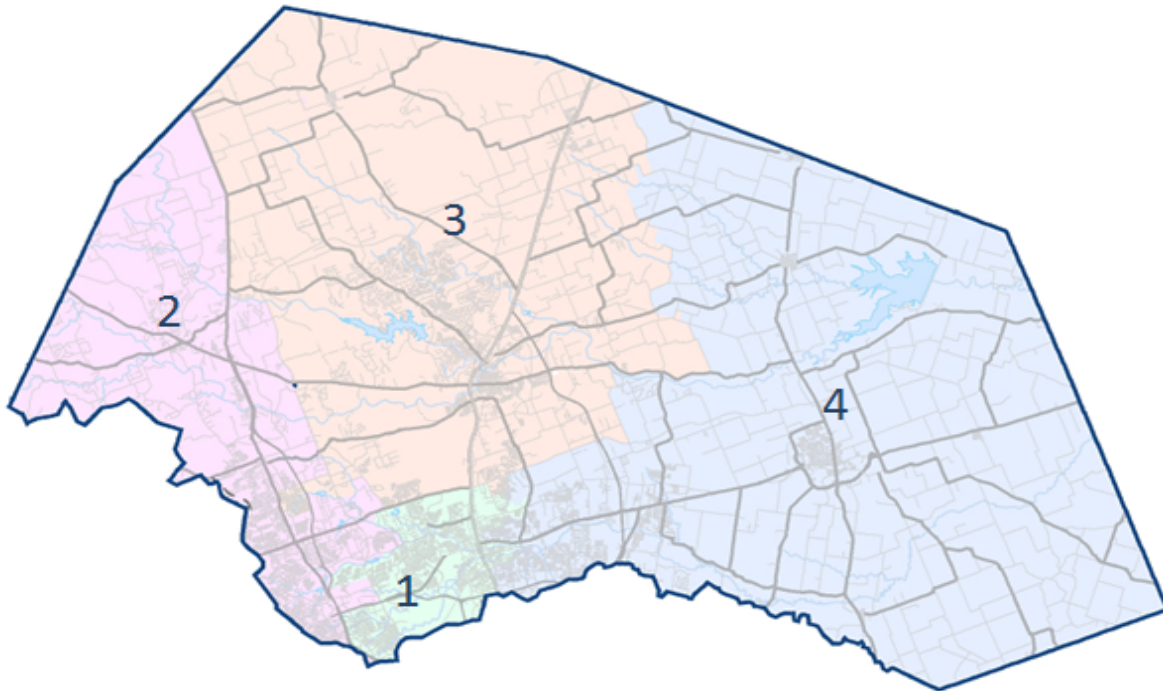
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

April 2019

WWW.ROADBOND.ORG

Volume XVIII - Issue No.04



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2019

Precinct 1

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014
- Pearson Ranch Road – Oct 2017
- Forest North Drainage Improvements Phase 2 – Oct 2017
- RM 620 Phase 2 – Jul 2018
- O'Connor Drive N of RM 620 – Jul 2018
- Neenah Avenue Widening – Dec 2018
- Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019

Precinct 2

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017
- County Road 200 at Bold Sundown – Oct 2018
- Ronald Reagan at Santa Rita Ranch – Feb 2019

WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2019

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Arterial H Extension Phase I – Feb 2018
- Relocation of Williamson County Regional Raw Water Line – Apr 2018
- Southwest Bypass Segment 1 – Sep 2018
- Inner Loop Improvements – Dec 2018

WILLIAMSON COUNTY

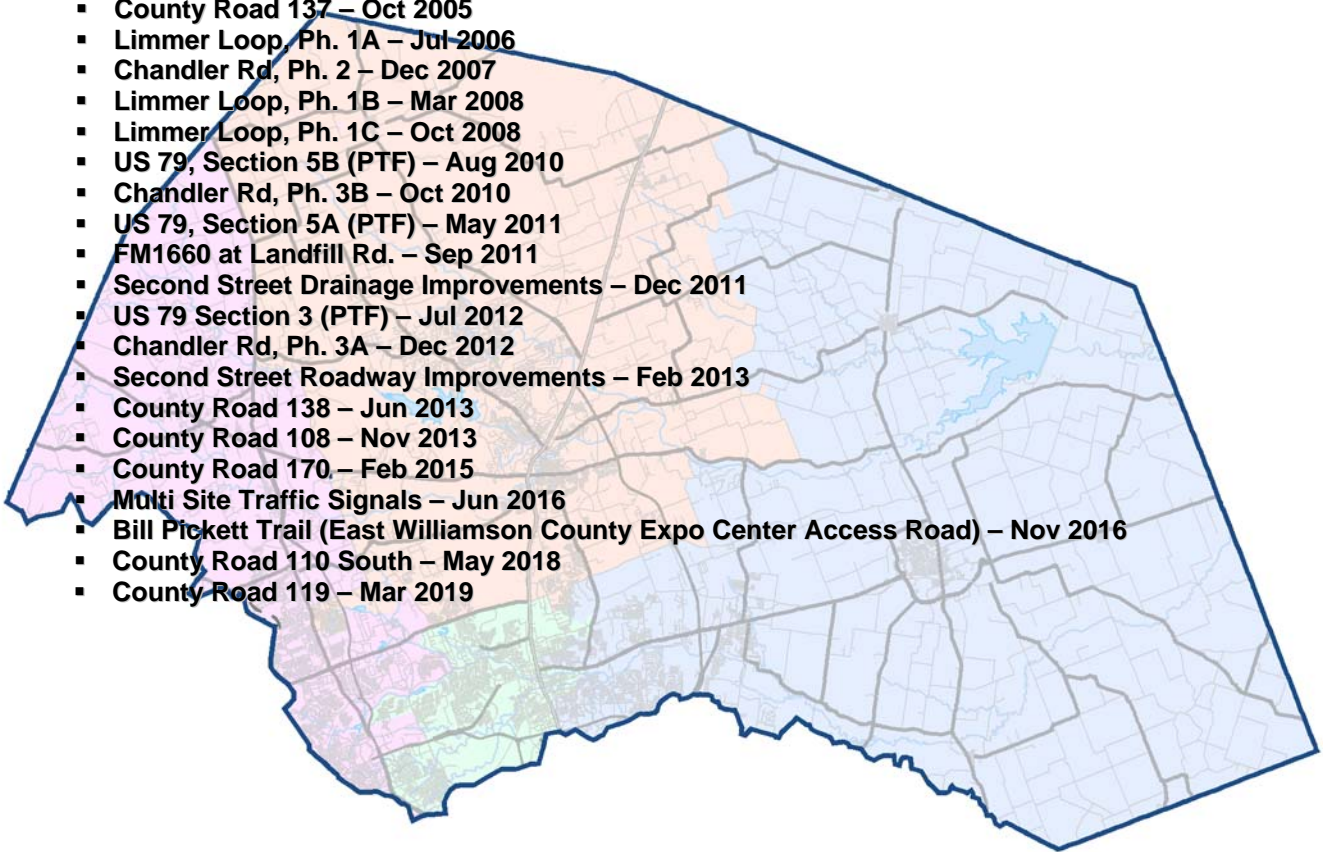
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2019

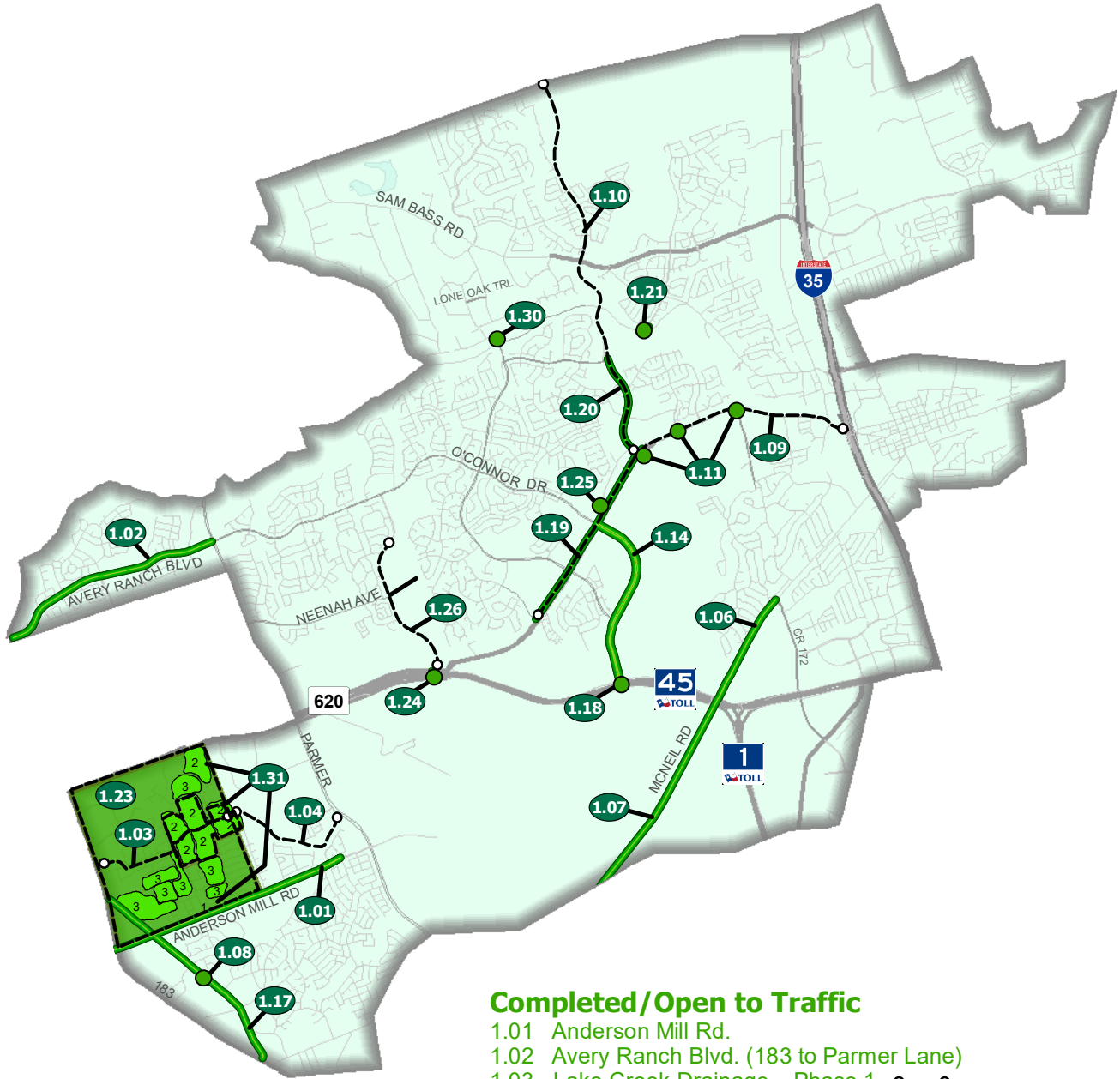
Precinct 4

- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi Site Traffic Signals – Jun 2016
- Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016
- County Road 110 South – May 2018
- County Road 119 – Mar 2019



2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK

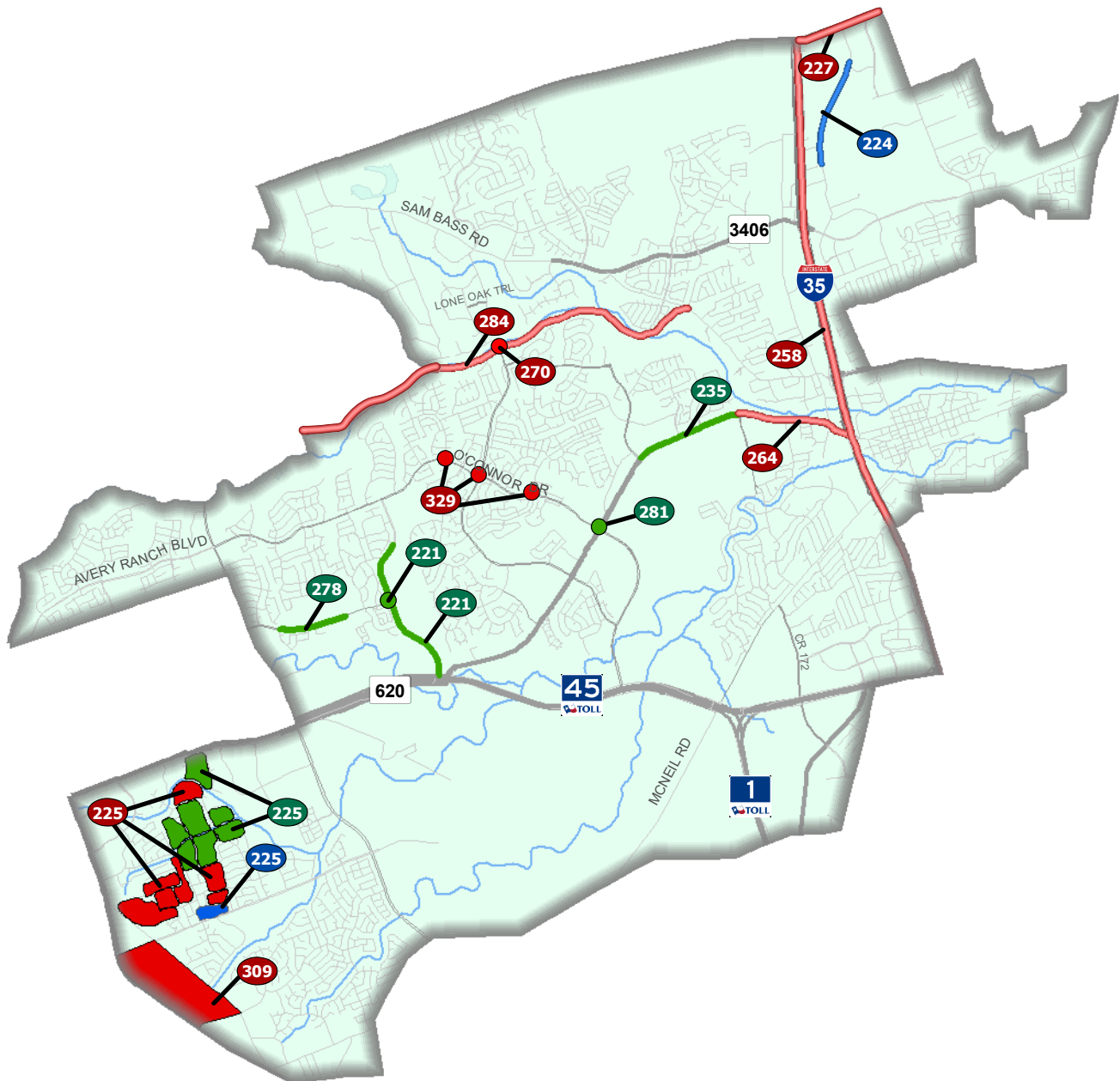


Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1 ○—○
- 1.04 Lake Creek Drainage – Phase 2 ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study ○—○
- 1.10 Wyoming Springs North Study ○—○
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study - Phase 1 []
- 1.25 King of Kings Crossing
- 1.26 Pearson Ranch Road (Design) ○—○
- 1.24 Pearson Ranch Underpass at SH 45/ RM 620
- 1.30 Great Oaks at Brushy Creek (design)
- 1.31 Forest North Drainage Improvements - Phase 2 (design) []
- 1.31 Forest North Drainage Improvements - Phase 3 (design) []

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK



Completed/Open to Traffic

- 221 Pearson Ranch Road
- 221 Neenah Avenue and Pearson Ranch Road Traffic Signal
- 225 Forest North Drainage Improvements Phase 2
- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 281 O'Connor Drive North of RM 620

Under Construction/Bidding

- 224 North Mays Street Extension Phase 1 Arterial M (Paloma Drive to Oakmont Drive)
- 225 Forest North Drainage Improvements Anderson Mill Zone

In Design

- 225 Forest North Drainage Improvements Phase 3
- 227 University Blvd Widening (IH 35 to Sunrise Road)
- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 270 Great Oaks Drive Bridge at Brushy Creek Study
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements Traffic Study (Brushy Bend to Sam Bass Road)
- 309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)
- 329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

RM 620 Phase 2 (Wyoming Springs to Deep Wood / O'Connor Drive N of RM 620)
Project No. 1608-108

Original Contract Price = \$6,082,225.70

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted	Total Bid Days	Days Added	Total Days
9/28/2016	11/30/2016	1/3/2017	1/13/2017	7/18/2018		425	30	455
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% (\$) Used	% Time Used	
1	1/13/2017	1/31/2017	19	\$459,169.50	\$459,169.50	7	4	
2	2/1/2017	2/28/2017	28	\$280,194.00	\$739,363.50	12	10	
3	3/1/2017	3/31/2017	31	\$389,047.00	\$1,128,410.50	18	17	
4	4/1/2017	4/30/2017	30	\$516,962.84	\$1,645,373.34	26	24	
5	5/1/2017	5/31/2017	31	\$285,725.66	\$1,931,099.00	31	31	
6	6/1/2017	6/30/2017	30	\$313,267.57	\$2,244,366.57	36	37	
7	7/1/2017	7/31/2017	31	\$274,834.20	\$2,519,200.77	40	44	
8	8/1/2017	8/31/2017	31	\$285,281.13	\$2,804,481.90	45	51	
9	9/1/2017	9/30/2017	30	\$368,485.34	\$3,172,967.24	50	57	
10	10/1/2017	10/31/2017	31	\$299,932.60	\$3,472,899.84	55	64	
11	11/1/2017	11/30/2017	30	\$234,228.72	\$3,707,128.56	59	71	
12	12/1/2017	12/31/2017	31	\$154,371.19	\$3,861,499.75	61	78	
13	1/1/2018	1/31/2018	31	\$349,918.70	\$4,211,418.45	67	84	
14	2/1/2018	2/28/2018	28	\$331,786.31	\$4,543,204.76	72	91	
15	3/1/2018	3/31/2018	31	\$171,318.93	\$4,714,523.69	75	97	
16	4/1/2018	4/30/2018	30	\$203,885.15	\$4,918,408.84	78	104	
17	5/1/2018	5/31/2018	31	\$335,106.74	\$5,253,515.58	84	111	
18	6/1/2018	6/30/2018	30	\$555,695.76	\$5,809,211.34	92	117	
19	7/1/2018	7/31/2018	18	\$193,370.10	\$6,002,581.44	95	121	
20	8/1/2018	8/31/2018	0	\$30,265.93	\$6,032,847.37	96	121	

3/29/2019 Comments - The Balancing Change Order is being processed.

Change Order Number	Approved	Cost This CO	Total COs
01	10/3/2017	7,495.80	7,495.80

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order adds revisions to the drainage system along Oaklands Drive, and the west end connection to the existing box culvert. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order changed the full depth reconstruction on the east end of the project to level up with hot mix on the existing pavement which eliminated traffic control phases that results in a cost savings for the County.

Change Order Number	Approved	Cost This CO	Total COs
02	1/30/2018	49,456.20	56,952.00

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order revises the drainage inlets along Oaklands Drive. 3E: County Convenience. Reduction of future maintenance. This Change Order revises the signal conduits and controller cabinet at Oaklands Drive and RM 620.

Change Order Number	Approved	Cost This CO	Total COs
03	5/22/2018	118,664.23	175,616.23

3F: County Convenience. Additional work desired by the County. This Change Order adds modifications to the left turn lane median turn bay on O'Connor Drive, north of RM 620. This is considered a major change order because it changes the project limits. This work was requested by the County.

Change Order Number	Approved	Cost This CO	Total COs
04	7/24/2018	22,736.80	198,353.03

3F: County Convenience. Additional work desired by the County. This Change Order adds the removal of the raised center median on Oaklands at RM 620 and lengthens the inside left turn lane.

Change Order Number	Approved	Cost This CO	Total COs
05	8/28/2018	\$8,742.74	207,095.77

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds items necessary for final striping that were not included in the original plans.

Adjusted Price = \$6,289,321.47

**Neenah Avenue Widening (Olive Hill Drive to 0.5 mile east of Olive Hill Drive)
Project No. 1710-194**

Original Contract Price = \$2,529,398.54

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/15/2017	12/6/2017	1/26/2018	2/5/2018	12/4/2018		350	0	350	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	2/5/2018	2/23/2018	19	\$125,365.50	\$125,365.50	\$13,929.50	\$13,929.50	5	5
2	2/24/2018	3/23/2018	28	\$150,775.20	\$276,140.70	\$16,752.80	\$30,682.30	12	13
3	3/24/2018	4/25/2018	33	\$191,501.10	\$467,641.80	\$21,277.90	\$51,960.20	20	23
4	4/26/2018	5/25/2018	30	\$161,682.75	\$629,324.55	\$17,964.75	\$69,924.95	28	31
5	5/26/2018	6/25/2018	31	\$247,558.88	\$876,883.43	\$27,506.54	\$97,431.49	38	40
6	6/26/2018	7/25/2018	30	\$213,856.20	\$1,090,739.63	\$23,761.80	\$121,193.29	48	49
7	7/26/2018	8/25/2018	31	\$208,142.94	\$1,298,882.57	\$23,127.00	\$144,320.29	57	58
8	8/26/2018	9/25/2018	31	\$137,292.48	\$1,436,175.05	\$15,254.72	\$159,575.01	63	67
9	9/26/2018	10/25/2018	30	\$98,959.95	\$1,535,135.00	\$10,995.55	\$170,570.56	67	75
10	10/26/2018	11/30/2018	36	\$310,666.25	\$1,845,801.25	\$34,518.47	\$205,089.03	81	85
11	12/1/2018	12/31/2018	31	\$283,617.15	\$2,129,418.40	-\$161,631.51	\$43,457.52	86	94

3/29/2019 Comments - Punchlist items are ongoing.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/7/2018	2,510.91	2,510.91

4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). This Change Order compensates the Contractor for the additional labor and equipment it took to connect the new water line to the existing water line that was not shown on the plans. The Contractor was directed by the City of Austin inspector to tie the new water line to the existing line in the field when it was discovered. The City has agreed to pay this additional cost.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/7/2018	4,362.51	6,873.42

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for additional costs to remove formwork and re-set formwork on a portion of the shared use path prior to the concrete being poured due to a grade change per the engineer's response to RFI #10. 3B: County Convenience. Public relations improvement. This Change Order also compensates the Contractor for upgrading to a stronger concrete for the driveway reconstruction in order to shorten the cure time and reduce the time the Catholic Church would be without their driveways.

Adjusted Price = \$2,536,271.96

**Neenah Avenue at Pearson Ranch Road Traffic Signal
Project No. 1804-222**

Original Contract Price = \$267,031.15

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
5/16/2018	6/5/2018	7/20/2018	7/30/2018	1/18/2019		150	0	150

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	7/30/2018	8/25/2018	27	\$9,538.66	\$9,538.66	\$1,059.85	\$1,059.85	3	18
2	8/26/2018	11/30/2018	97	\$58,180.50	\$67,719.16	\$6,464.50	\$7,524.35	24	83
3	12/1/2018	12/21/2018	21	\$77,850.00	\$145,569.16	\$8,650.00	\$16,174.35	52	97
4	12/22/2018	1/18/2019	28	\$85,015.03	\$230,584.19	\$9,446.12	\$25,620.47	82	115
5	1/19/2019	3/29/2019		\$28,170.00	\$258,754.19	\$3,130.00	\$28,750.47	92	115

3/29/2019 Comments - Punchlist items are ongoing.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/24/2018	15,000.00	15,000.00

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order adds a force account item to the Contract to pay Austin Energy the cost to extend power service to the intersection.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	3/19/2019	31,300.00	46,300.00

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order adds PVC conduit bore items necessary to replace existing conduits that were found to be damaged and an additional month of barricades to the contract.

Adjusted Price = \$313,331.15

**North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265**

Original Contract Price = \$10,775,835.75

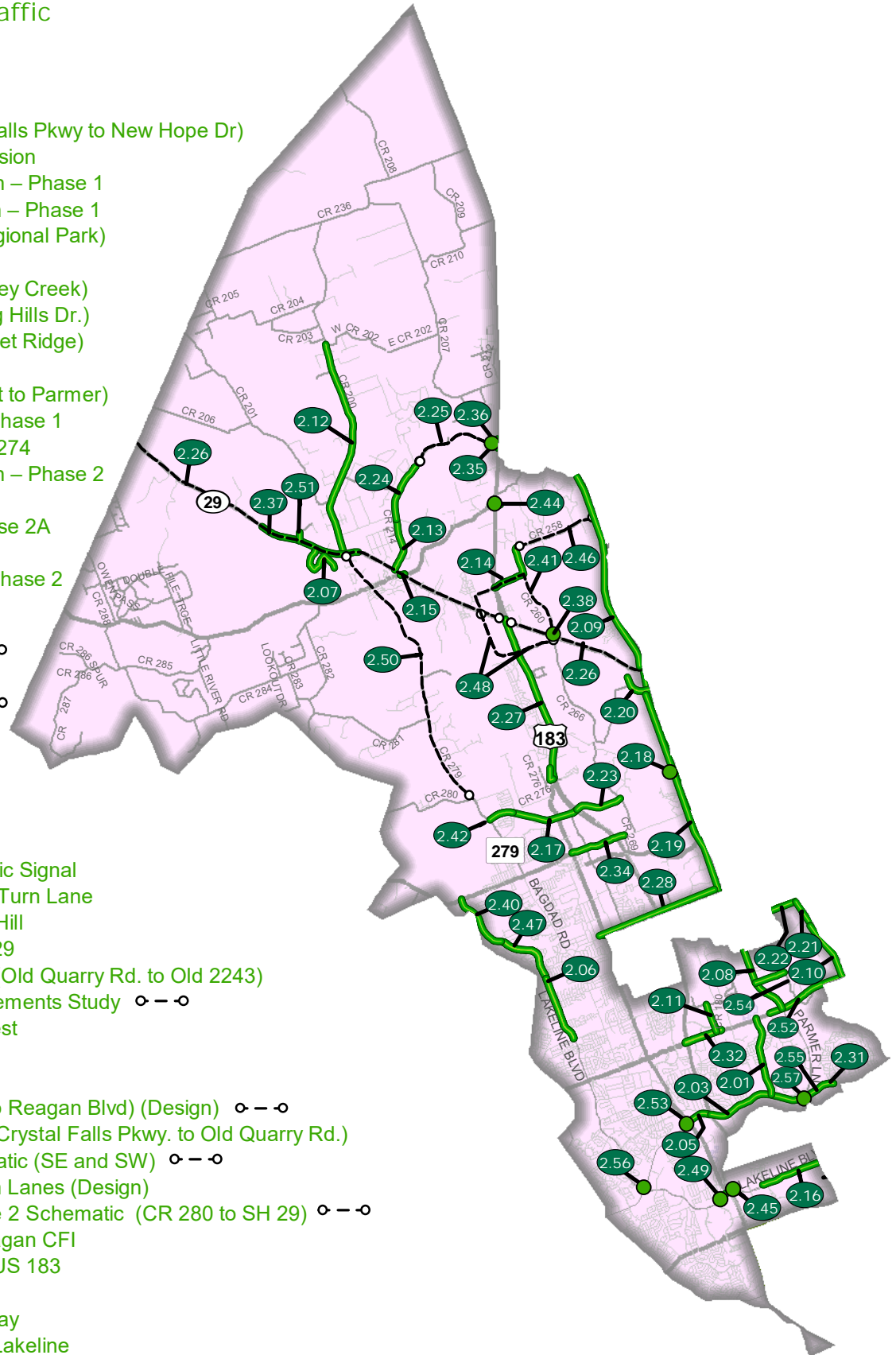
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/14/2018	12/4/2018	1/18/2019	1/28/2019			150	0	410	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	1/28/2019	1/31/2019	4	\$523,139.40	\$523,139.40	\$58,126.60	\$58,126.60	5	1
2	2/1/2019	2/28/2019	28	\$2,584.80	\$525,724.20	\$287.20	\$58,413.80	5	8
						Adjusted Price = \$10,775,835.75			

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG

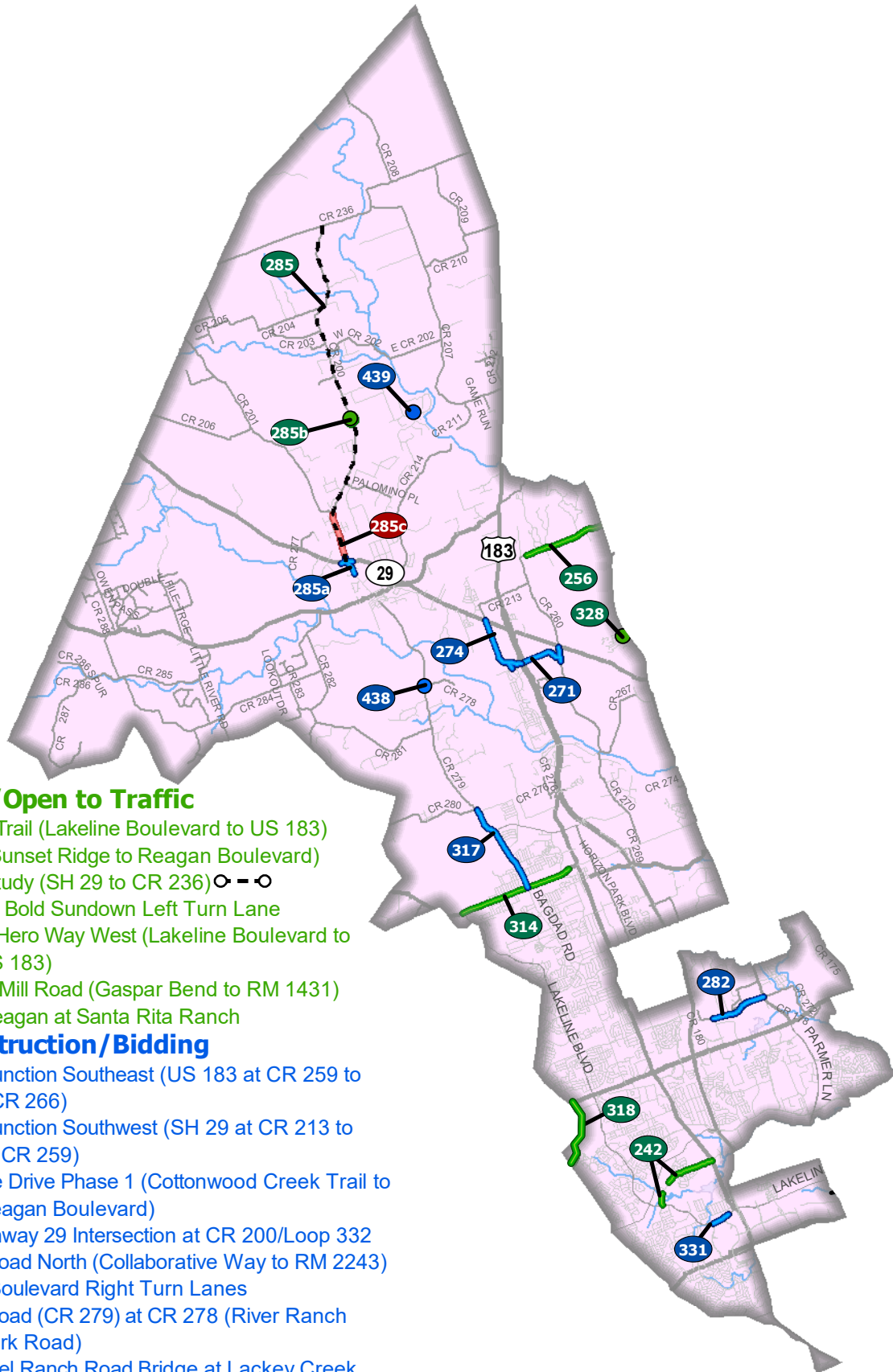
Completed/Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (RM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 RM 1869 at SH 29
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer)
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B
- Schematic ○ - ○
- 2.26 SH 29 Improvements Study & Schematic ○ - ○
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.35 US 183 at FM 3405 Traffic Signal
- 2.36 US 183 at FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 at SH 29
- 2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
- 2.41 Seward Junction Improvements Study ○ - ○
- 2.42 San Gabriel Parkway West
- 2.44 US 183 at RM 1869
- 2.45 Lakeline Blvd. at US 183
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ○ - ○
- 2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.48 Seward Junction Schematic (SE and SW) ○ - ○
- 2.49 Lakeline Blvd. Right Turn Lanes (Design)
- 2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ○ - ○
- 2.52 RM 1431 at Parmer/ Reagan CFI
- 2.53 Cypress Creek Road at US 183
- 2.54 CR 272 Overlay
- 2.55 Brushy Creek East Overlay
- 2.56 Cypress Creek Road at Lakeline
- 2.57 Brushy Creek Road at Parmer Lane



2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG



Completed/Open to Traffic

- 242 Little Elm Trail (Lakeline Boulevard to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Boulevard)
- 285 CR 200 Study (SH 29 to CR 236) ○ - - ○
- 285b CR 200 at Bold Sundown Left Turn Lane
- 314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
- 318 Anderson Mill Road (Gaspar Bend to RM 1431)
- 328 Ronald Reagan at Santa Rita Ranch

Under Construction/Bidding

- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
- 285a State Highway 29 Intersection at CR 200/Loop 332
- 317 Bagdad Road North (Collaborative Way to RM 2243)
- 331 Lakeline Boulevard Right Turn Lanes
- 438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
- 439 San Gabriel Ranch Road Bridge at Lackey Creek

In Design

- 285c CR 200 (CMTA Railroad to CR 201)

**CR 200 at Bold Sundown (South of Bold Sundown to north of Intersection)
Project No. 1802-217**

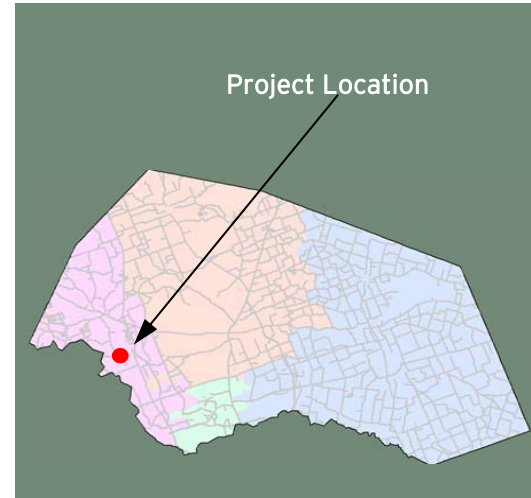
Original Contract Price = \$1,232,539.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/11/2018	4/24/2018	6/27/2018	7/9/2018	10/30/2018		45		45

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	7/9/2018	7/31/2018	17	\$74,180.25	\$74,180.25	\$8,242.25	\$8,242.25	7	38
2	8/1/2018	8/31/2018	17	\$82,674.72	\$156,854.97	\$9,186.08	\$17,428.33	14	76
3	9/1/2018	9/30/2018	4	\$39,983.49	\$196,838.46	\$4,442.61	\$21,870.94	18	84
4	10/1/2018	10/30/2018	6	\$98,140.59	\$294,979.05	\$10,904.51	\$32,775.45	27	98
5	11/1/2018	11/30/2018	0	\$8,377.36	\$303,356.41	\$930.82	\$33,706.27	27	98
6	12/1/2018	12/31/2018	0	\$6,351.20	\$309,707.61	\$705.69	\$34,411.96	28	98
7	1/1/2019	2/28/2019	0	\$455.76	\$310,163.37	\$51.01	\$34,462.97	28	98

3/29/2019 Comments - Vegetation establishment is the final punchlist item. The Balancing Change Order is being processed.

Adjusted Price = \$1,232,539.10



Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
 (Reconstruction of .5 miles of CR 279 and construction of River Ranch County Park Road)

Project Length: .99 Miles
 Roadway Classification: Rural Arterial

Project Schedule: October 2018-February 2020
 Estimated Construction Cost: \$2.96 Million



MARCH 2019 IN REVIEW

03/08/2019: Champion Site Prep continued preparing subgrade for the park road. Subcontractor KimTil Inc began trenching for the 12" water line and began breaking rocks for roadway excavation at the park entrance.

03/15/2019: Subcontractor KimTil started installing the 12" water line and relocating the 1" air release valve on the Liberty Hill side. Reinforced concrete pipes (RCP) and safety end treatments (SETs) for Culvert B1-1a, B1-1b, and B1-1c, inside the county park, were installed.

03/22/2019: The 1st lift of flexible base for southbound Bagdad Road and Park Road was placed. Embankment for the undercut section at the west end of the park road began. Subcontractor KimTil installed 18" RCP and SETs for the driveway culvert. Trenching for the 12" water line inside the county park continued. Subcontractor Metalink installed Type D fencing along west side ROW at north of the park entrance. SuddenLink has started their relocation.

03/29/2019: Champion Site Prep continued excavating and preparing subgrade for the area under the existing AT&T line at the north end of project. Subcontractor Metalink continued installing Type D fencing. Subcontractor KimTil continued pre-digging for the 12" water line inside the park.



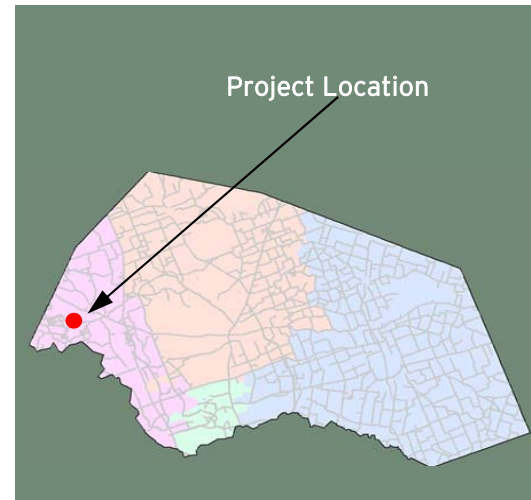
Design Engineer: Lockwood, Andrews, & Newnam
 Contractor: Champion Site Prep
 Construction Observation: Steven Shull / Feng Chen, HNTB

Williamson County
 Road Bond Program

**Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
Project No. 1805-229**

Original Contract Price = \$2,959,000.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/15/2018	9/11/2018	10/18/2018	10/28/2018			480		480	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	10/28/2018	12/31/2018	65	\$7,295.69	\$7,295.69	\$810.74	\$810.74	0	14
2	1/1/2019	1/31/2019	31	\$204,653.21	\$211,948.90	\$22,739.25	\$23,549.99	8	20
3	2/1/2019	2/28/2019	28	\$159,772.72	\$371,721.62	\$17,752.52	\$41,302.51	14	26
4	3/1/2019	3/31/2019	31	\$141,450.02	\$513,171.64	\$15,716.67	\$57,019.18	19	32
								Adjusted Price = \$2,959,000.00	



SH 29 Intersection at CR 200 / Loop 332
 (Intersection Improvements at CR 200 and SH 29)

Project Length: .35 Miles
 Roadway Classification: Rural Major Collector

Project Schedule: December 2018-May 2019
 Estimated Construction Cost: \$1.7 Million



MARCH 2019 IN REVIEW

03/08/2019: Cox Commercial Construction processed 2nd course flexible base for the eastbound widening of SH 29. Subcontractor Rucoba & Maya installed the 3'x2' boxes for Culvert 1 along westbound SH 29 and the 18" reinforced concrete pipe (RCP) for Culvert 2 along southbound CR 200.

03/15/2019: The final course of flexible base was placed and fine-graded for the widenings of SH 29 and the northbound half of CR 200. Subcontractor Rucoba & Maya extended the 24" RCP on the downstream end of Culvert 3.

03/22/2019: Subcontractor Flasher restriped CR 200 and moved traffic west. Subcontractor Lone Star Paving placed prime coat on the widenings of SH 29. Subcontractor Rucoba & Maya poured concrete for the safety end treatment (SET) footing at the downstream end of Culvert 1. Subcontractor G Carter placed the new traffic signal foundations and installed new conduit.

03/29/2019: Subcontractor Lone Star Paving placed prime coat on the northbound portion of CR 200 and placed hot mix asphalt on SH 29 widenings. Subcontractor Flasher striped the east half of CR 200. Subcontractor Rucoba & Maya placed concrete for the SET wings and headwall. Subcontractor G Carter installed the new ground boxes and conduit runs.



Design Engineer: O'Brien Engineering
 Contractor: Cox Commercial Construction
 Construction Observation: Steven Shull / Feng Chen, HNTB

Williamson County
 Road Bond Program

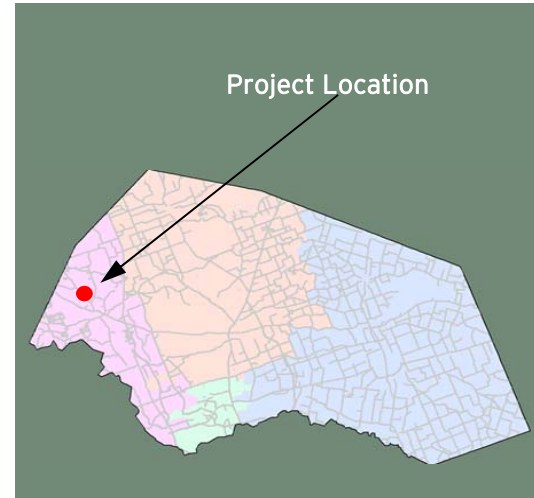


SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements at CR 200 and SH 29)

Project No. 1805-232

Original Contract Price = \$1,705,061.70

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/28/2016	8/28/2018	11/20/2018	12/3/2018			180		180
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	
1	12/3/2018	12/31/2018	29	\$111,968.00	\$111,968.00	7	16	
2	1/1/2019	1/31/2019	31	\$284,815.54	\$396,783.54	23	33	
3	2/1/2019	2/28/2019	28	\$311,269.73	\$708,053.27	42	49	
						Adjusted Price = \$1,705,061.70		



San Gabriel Ranch Road Bridge at Lackey Creek
 (Remuda Drive and San Gabriel Ranch Road)

Project Length: .09 Miles
 Roadway Classification: Bridge

Project Schedule: October 2018-October 2019
 Estimated Construction Cost: \$1.43 Million



MARCH 2019 IN REVIEW

03/08/2019: Siphoning continued to reduce water levels.

03/15/2019: Siphoning continued to reduce water levels. The lake stopped draining out of the existing secondary spillway naturally. Greater Austin Development will revise the dewatering plan and start pumping the remaining water out

03/22/2019: Siphoning continued to reduce water levels. The lake stopped draining out of the existing secondary spillway naturally. AT&T completed relocating their utility line. The revised dewatering plan has been approved and Greater Austin Development will start pumping water the remaining water out.

03/29/2019: Siphoning continued to reduce water levels. Subcontractor Ranger started clearing ROW and hauling off branches. Pumping began to remove the remaining water. Excavation is expected to start in early April.



Design Engineer: Freese and Nichols
 Contractor: A Greater Austin Development Co
 Construction Observation: Steven Shull / Feng Chen, HNTB

Williamson County
 Road and Bridge

San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road)

Project No. 1807-252

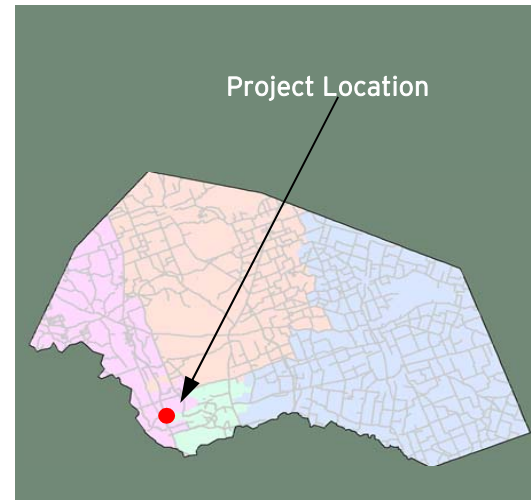
Original Contract Price = \$1,425,301.90

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/5/2018	9/18/2018	10/12/2018	10/22/2018			125		125	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	11/1/2018	11/30/2018	0	\$20,025.00	\$20,025.00	\$2,225.00	\$2,225.00	2	0
2	12/1/2018	12/31/2018	0	\$6,088.77	\$26,113.77	\$676.53	\$2,901.53	2	0
3	1/1/2019	1/31/2019	0	\$12,825.00	\$38,938.77	\$1,425.00	\$4,326.53	3	0
4	2/1/2019	3/31/2019	0	\$14,943.46	\$53,882.23	\$1,660.38	\$5,986.91	4	0
								Adjusted Price =	\$1,425,301.90

**Ronald Reagan at Santa Rita (Turn Lane Improvements)
Project No. 1808-256**

Original Contract Price = \$420,608.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/25/2018	10/9/2018	10/24/2018	11/5/2018	1/18/2019		30		30	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	10/24/2018	10/31/2018	0	\$8,237.61	\$8,237.61	\$915.29	\$915.29	2	0
2	11/1/2018	11/30/2018	14	\$22,500.00	\$30,737.61	\$2,500.00	\$3,415.29	8	14
3	12/1/2018	12/31/2018	7	\$71,658.00	\$102,395.61	\$7,962.00	\$11,377.29	27	7
4	1/1/2019	1/31/2019	7	\$235,576.80	\$337,972.41	\$26,175.20	\$37,552.49	89	7
5	2/1/2019	2/28/2019	1	\$40,546.86	\$378,519.27	\$4,505.21	\$42,057.70	100	97
						Adjusted Price =		\$420,608.60	



Lakeline Boulevard Right Turn Lanes
 (Intersection Improvements)

Project Length: .1 Miles
 Roadway Classification: Urban Arterial

Project Schedule: January 2019-September 2019
 Estimated Construction Cost: \$.6 Million



MARCH 2019 IN REVIEW

03/08/2019: No work done this week.

03/15/2019: No work done this week.

03/22/2019: Smith Contractor began installing the 2" force main at the west end of the project and subcontractor Austin Traffic Signal continued trenching for Austin Energy conduit.

03/29/2019: The 2" force main and the 8" wastewater line (with 18" casing) installation was completed and subcontractor Austin Traffic Signal continued trenching for the Austin Energy conduit.



Design Engineer: Kimley Horn
 Contractor: MA Smith Contracting
 Construction Observation:
 Ryan Rivera, HNTB

Williamson County
 Road and Bridge

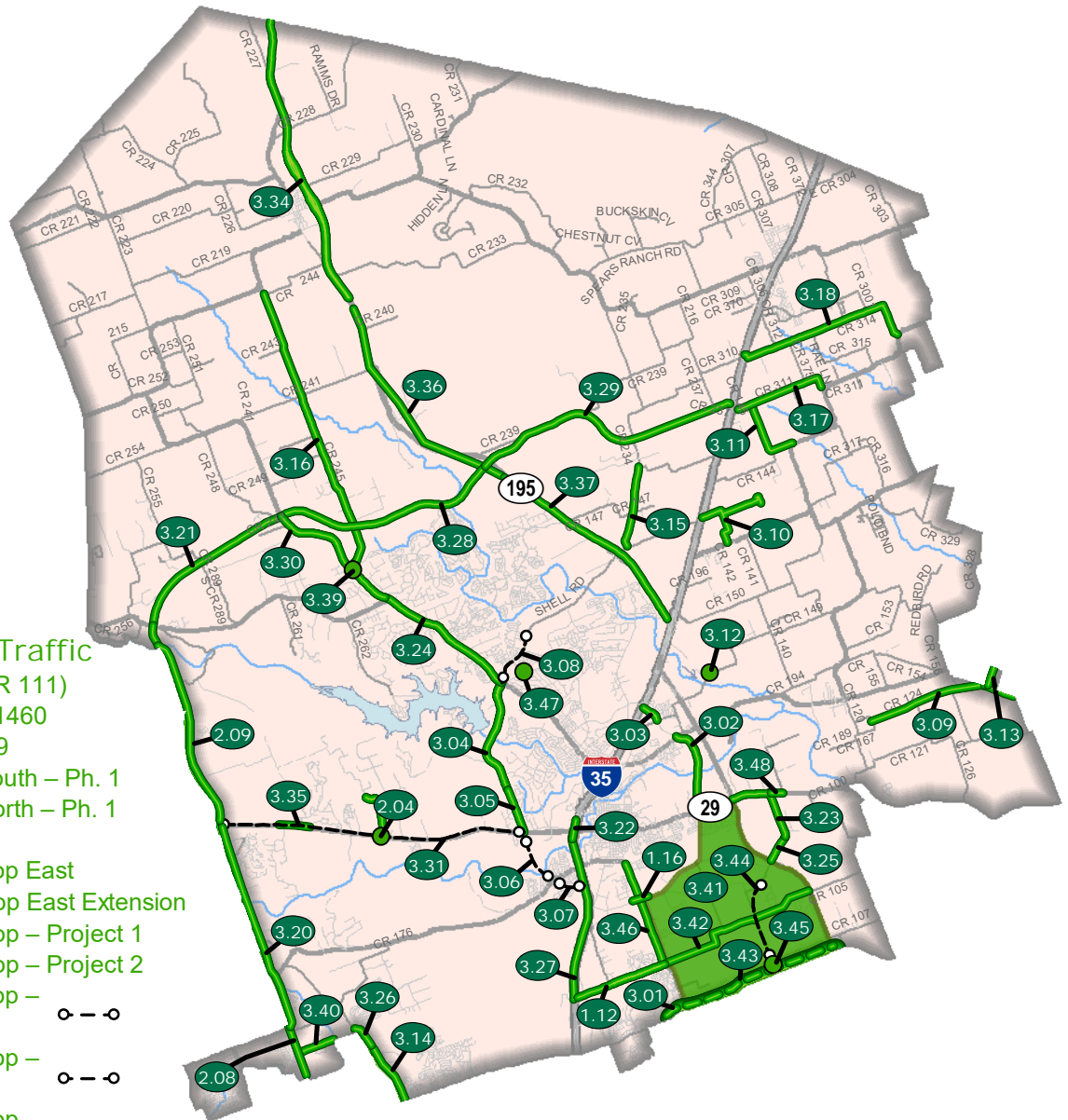
**Lakeline Boulevard Right Turn Lane
Project No. 1809-259**

Original Contract Price = \$567,792.55

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/24/2018	11/14/2018	12/20/2018	1/2/2019			30		267	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	1/2/2019	2/28/2019	58	\$91,717.65	\$91,717.65	\$10,190.85	\$10,190.85	18	22
								Adjusted Price =	\$567,792.55

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY

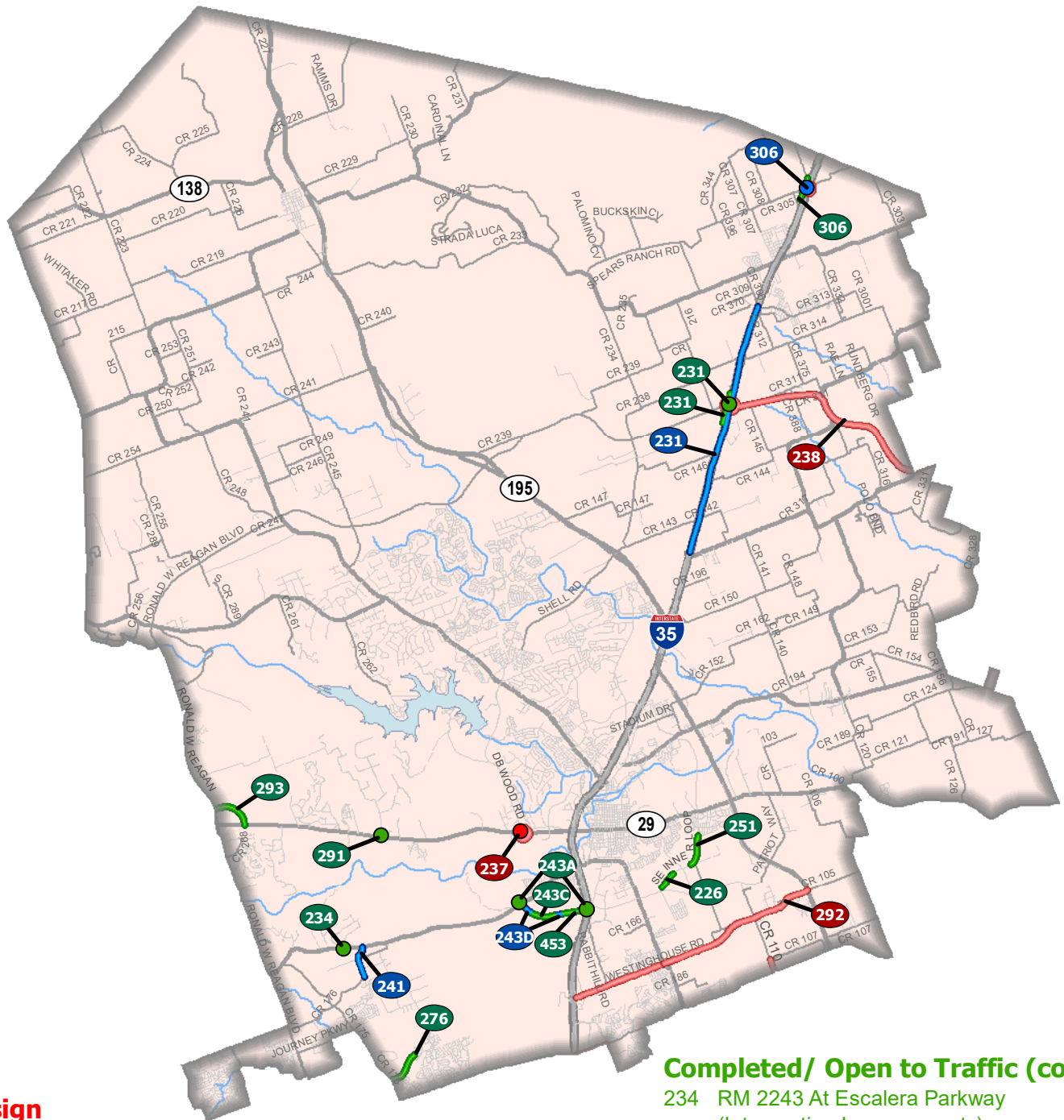


Completed/Open to Traffic

- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South – Ph. 1
- 2.09 Ronald W. Reagan North – Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study ○ - - ○
- 3.07 Georgetown Inner Loop – Project 4 Study ○ - - ○
- 3.08 Georgetown Inner Loop – Project 5 Study ○ - - ○
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps
- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic ○ - - ○
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.41 CR 110 / Arterial A Study (design)
- 3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
- 3.43 University Blvd. (Chandler Rd) Expansion (Design)
- 3.44 CR 110 North ○ - - ○ (North of CR 107 to North of Sam Houston) (Design)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.46 FM 1460 North
- 3.47 Madrid Drive Extension

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



In Design

- 237 SH 29 at DB Wood (Intersection Improvements)
- 238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
- 292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)

Under Construction/Bidding

- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
- 241 CR 176 at RM 2243 Intersection (Safety Improvements)
- 243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

- 306 CR 305 At IH 35 Bridge Replacement

Completed/ Open to Traffic

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 Relocation of 48" Williamson County Regional Raw Waterline - Line B

Completed/ Open to Traffic (con't)

- 234 RM 2243 At Escalera Parkway (Intersection Improvements)
- 243a Southwest Bypass Driveways
- 243c Southwest Bypass Access Route
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
- 291 SH 29 At Cedar Hollow (Intersection Improvements)
- 293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
- 306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
- 453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

**Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)
2017-0065-CIP**

Original Contract Price = \$5,599,200.86

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/27/2017	7/26/2017	8/21/2017	8/21/2017	9/25/2018		337	0	337	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	8/21/2017	9/30/2017	41	\$481,587.30	\$481,587.30	\$25,346.70	\$25,346.70	9	12
2	10/1/2017	10/31/2017	31	\$458,144.63	\$939,731.93	\$24,112.88	\$49,459.58	17	21
3	11/1/2017	11/30/2017	30	\$165,940.58	\$1,105,672.51	\$8,733.71	\$58,193.29	20	30
4	12/1/2017	12/31/2017	31	\$175,800.58	\$1,281,473.09	\$9,252.66	\$67,445.95	24	39
5	1/1/2018	1/31/2018	31	\$568,442.13	\$1,849,915.22	\$29,918.01	\$97,363.96	34	49
6	2/1/2018	2/28/2018	28	\$282,226.98	\$2,132,142.20	\$14,854.05	\$112,218.01	39	57
7	3/1/2018	3/31/2018	31	\$696,205.12	\$2,828,347.32	\$36,642.70	\$148,860.71	52	66
8	4/1/2018	4/30/2018	30	\$424,409.91	\$3,252,757.23	\$22,337.04	\$171,197.75	60	75
9	5/1/2018	5/31/2018	31	\$267,712.89	\$3,520,470.12	\$14,089.28	\$185,287.03	65	84
10	6/1/2018	6/30/2018	30	\$352,872.20	\$3,873,342.32	\$18,572.22	\$203,859.25	71	93
11	7/1/2018	7/31/2018	31	\$149,691.68	\$4,023,034.00	\$7,878.51	\$211,737.76	74	102
12	8/1/2018	8/31/2018	31	\$857,510.85	\$4,880,544.85	\$45,133.02	\$256,870.78	90	112
13	9/1/2018	9/25/2018	25	\$154,914.24	\$5,035,459.09	\$8,153.38	\$265,024.16	93	119
14	9/26/2018	11/30/2018	0	\$228,483.14	\$5,263,942.23	\$12,025.43	\$277,049.59	97	119
15	12/1/2018	1/31/2019	0	\$191,866.04	\$5,455,808.27	-\$227,049.59	\$50,000.00	96	119

3/29/2019 Comments - Substantial Completion was granted as of 9/25/18. A Balancing Change Order is being reviewed.

01	<u>Approved</u> 12/12/2017	<u>Cost This CO</u> 114,077.58	<u>Total COs</u> 114,077.58
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Additional work desired by the City. This Change Order adds a stub-out of 380 feet to the east end of the Southwest Bypass for future connection to the Southeast Inner Loop at the IH-35 frontage road. All related items and quantities will be overruns or underruns of current Contract items.

Adjusted Price = \$5,713,278.44

**Inner Loop Improvements (Wilco Way to Belmont Drive)
Project No. 1706-168**

Original Contract Price = \$5,352,696.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/9/2017	8/30/2017	9/18/2017	9/28/2017	12/21/2018		300	90	390	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	9/28/2017	10/31/2017	34	\$324,036.00	\$324,036.00	\$36,004.00	\$36,004.00	6	9
2	11/1/2017	11/30/2017	30	\$429,129.00	\$753,165.00	\$47,681.00	\$83,685.00	15	16
3	12/1/2017	1/31/2018	62	\$460,398.44	\$1,213,563.44	\$51,155.38	\$134,840.38	24	32
4	2/1/2018	2/28/2018	28	\$52,007.22	\$1,265,570.66	\$5,778.58	\$140,618.96	25	39
5	3/1/2018	3/31/2018	31	\$346,718.46	\$1,612,289.12	\$38,524.28	\$179,143.24	32	47
6	4/1/2018	4/30/2018	30	\$616,068.50	\$2,228,357.62	\$68,452.05	\$247,595.29	44	55
7	5/1/2018	5/31/2018	31	\$625,661.55	\$2,854,019.17	\$69,517.95	\$317,113.24	57	63
8	6/1/2018	6/30/2018	30	\$940,709.70	\$3,794,728.87	\$104,523.31	\$421,636.55	76	71
9	7/1/2018	7/31/2018	31	\$464,007.65	\$4,258,736.52	\$51,556.40	\$473,192.95	85	79
10	8/1/2018	8/31/2018	31	\$164,300.22	\$4,423,036.74	\$18,255.58	\$491,448.53	88	87
11	9/1/2018	9/30/2018	30	\$55,348.69	\$4,478,385.43	\$6,149.85	\$497,598.38	89	94
12	10/1/2018	10/31/2018	31	\$35,315.10	\$4,513,700.53	\$3,923.90	\$501,522.28	90	102
13	11/1/2018	11/30/2018	30	\$68,351.25	\$4,582,051.78	\$7,594.58	\$509,116.86	91	110
14	12/1/2018	12/22/2018	22	\$67,106.34	\$4,649,158.12	\$7,456.26	\$516,573.12	93	116
15	12/23/2018	2/28/2019	0	\$32,411.02	\$4,681,569.14	\$3,601.23	\$520,174.35	93	116
16	3/1/2019	3/15/2019	0	\$18,154.74	\$4,699,723.88	\$2,017.19	\$522,191.54	94	116
						\$3.00			

3/29/2019 Comments - The Contractor has completed correcting ADA violations.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	12/5/2017	6,050.40	6,050.40

3E: County Convenience. Reduction of future maintenance. This Change Order revises the hot mix asphalt (HMAC) pavement section on the Inner Loop from one 2" lift of Type C HMAC to one 2" lift of Type D HMAC.

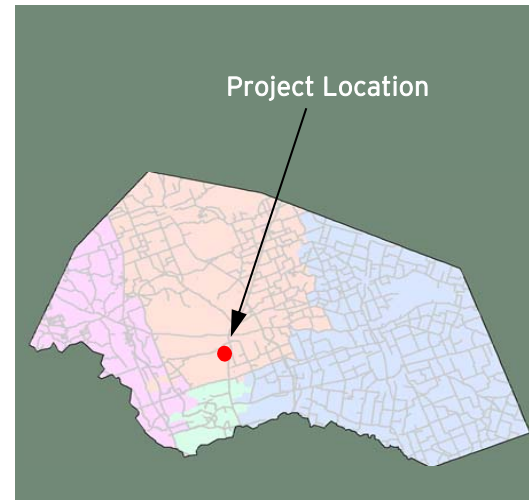
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/5/2018	37,681.73	43,732.13

3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt on the existing pavement, reconstruction of the remaining portion of the County Annex parking lot, relocation of the existing force main outside the limits of new parking lots, installation of conduit sleeves under the new parking lot for future irrigation and a revised seed mixture to match the existing campus lawn. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). Changes at the Wilco Way portion of the project include overrun in excavation cost due to change in the Construction Sequence requested by TCEQ and changes to the seed mixture. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(item 9). Pay item for 18" deep pavement repair (351-6011) will be deleted. The item will not be used because the repair of failures in the existing pavement does not require it.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/18/2018	183,780.89	227,513.02

3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions(unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

Adjusted Price = \$5,580,209.02



Southwest Bypass Segment 2
 (Southbound IH 35 to RM 2243)

Project Length: 1.6 Miles
 Roadway Classification: Major Urban Collector

Project Schedule: September 2018 - November 2019
 Estimated Construction Cost: \$8.1 Million



MARCH 2019 IN REVIEW

03/08/2019: James Construction continued excavation on the west end of the project and the spoils were hauled to the north pond and Wall 6 area. A water truck was used for dust control and to wet the base for compaction.

03/15/2019: Excavation continued at the west end of the quarry and the spoils were hauled to the north pond and Wall 6 area. A water truck was used for dust control and to wet the base for compaction. Subcontractor Evan & Sons rock crusher continued work on the roadway base and riprap for the MSE Wall 5.

03/22/2019: Excavation continued at the west end of the quarry and the spoils were hauled to the north pond and Wall 6 area. Subcontractor Evan & Sons rock crusher continued work on the roadway base and riprap for the MSE Wall 5. The drill shaft extensions were poured at Abutment 7 and the columns at Bents 6 & 5, also laying pipe at Culvert 8.

03/29/2019: Excavation continued at the west end of the quarry and the spoils were hauled to the north pond and Wall 6 area. Columns were poured at Bents 3-4 and the Abutment 1 cap (only). The cap at Bent 6 was formed.



Design Engineer: HDR Engineering
 Contractor: James Construction
 Construction Observation:
 Pat De Los Santos, HNTB

Williamson County
 Road Bond Program

**Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
Project No. 1803-219**

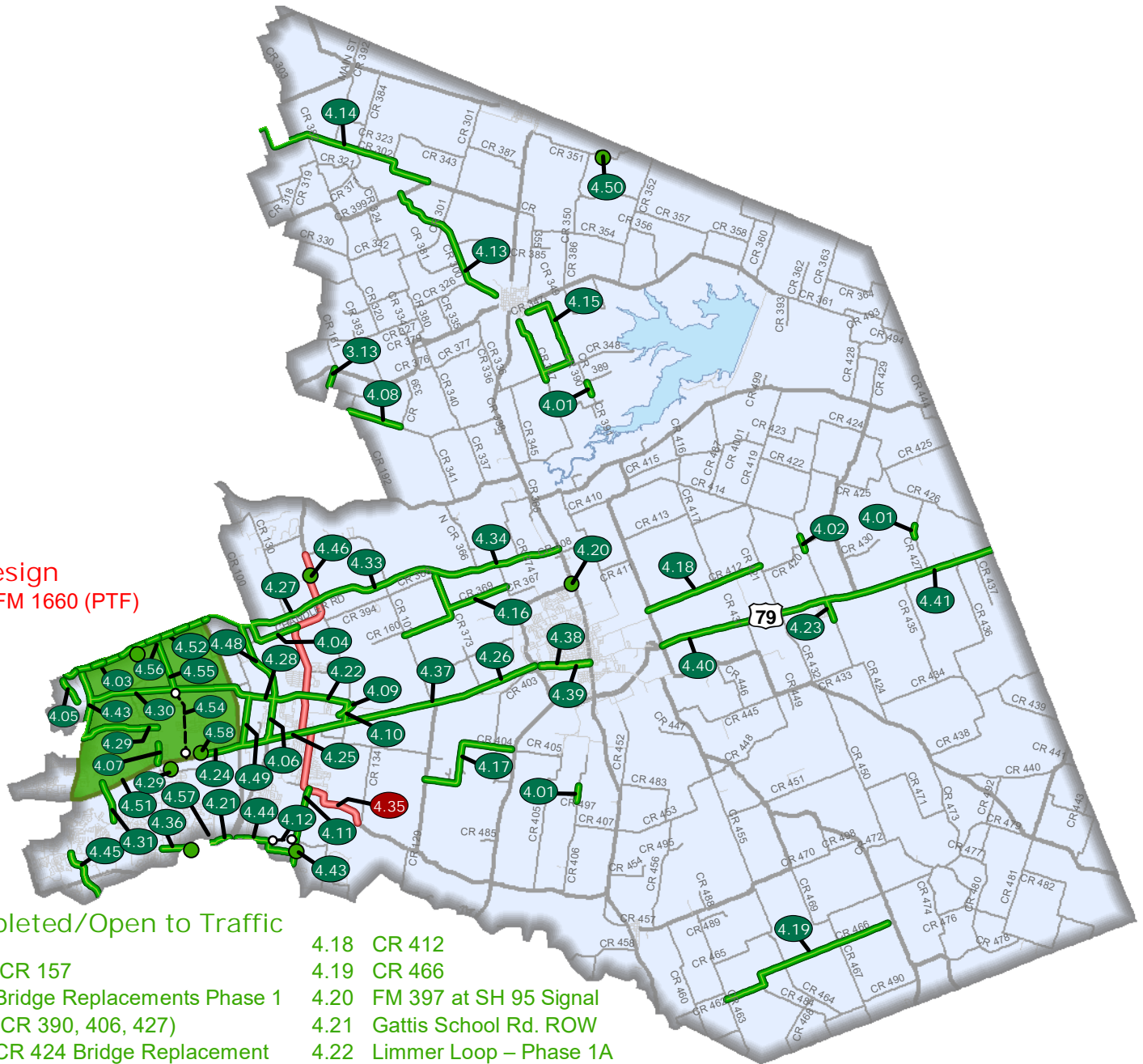
Original Contract Price = \$8,087,943.77

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
5/9/2018	6/19/2018	9/14/2018	9/24/2018			420	0	420	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	9/24/2018	10/25/2018	32	\$650,245.50	\$650,245.50	\$72,249.50	\$72,249.50	9	8
2	10/26/2018	11/25/2018	31	\$282,139.19	\$932,384.69	\$31,348.80	\$103,598.30	13	15
3	11/26/2018	12/25/2018	30	\$935,358.18	\$1,867,742.87	\$103,928.69	\$207,526.99	26	22
4	12/26/2018	1/25/2019	31	\$150,358.76	\$2,018,101.63	\$16,706.52	\$224,233.51	28	30
5	1/26/2019	2/25/2019	31	\$87,117.34	\$2,105,218.97	\$9,679.71	\$233,913.22	29	37
6	2/26/2019	3/25/2019	28	\$658,360.62	\$2,763,579.59	\$73,151.18	\$307,064.40	38	44
								Adjusted Price =	\$8,087,943.77

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER BOLES

In Design
4.35 FM 1660 (PTF)

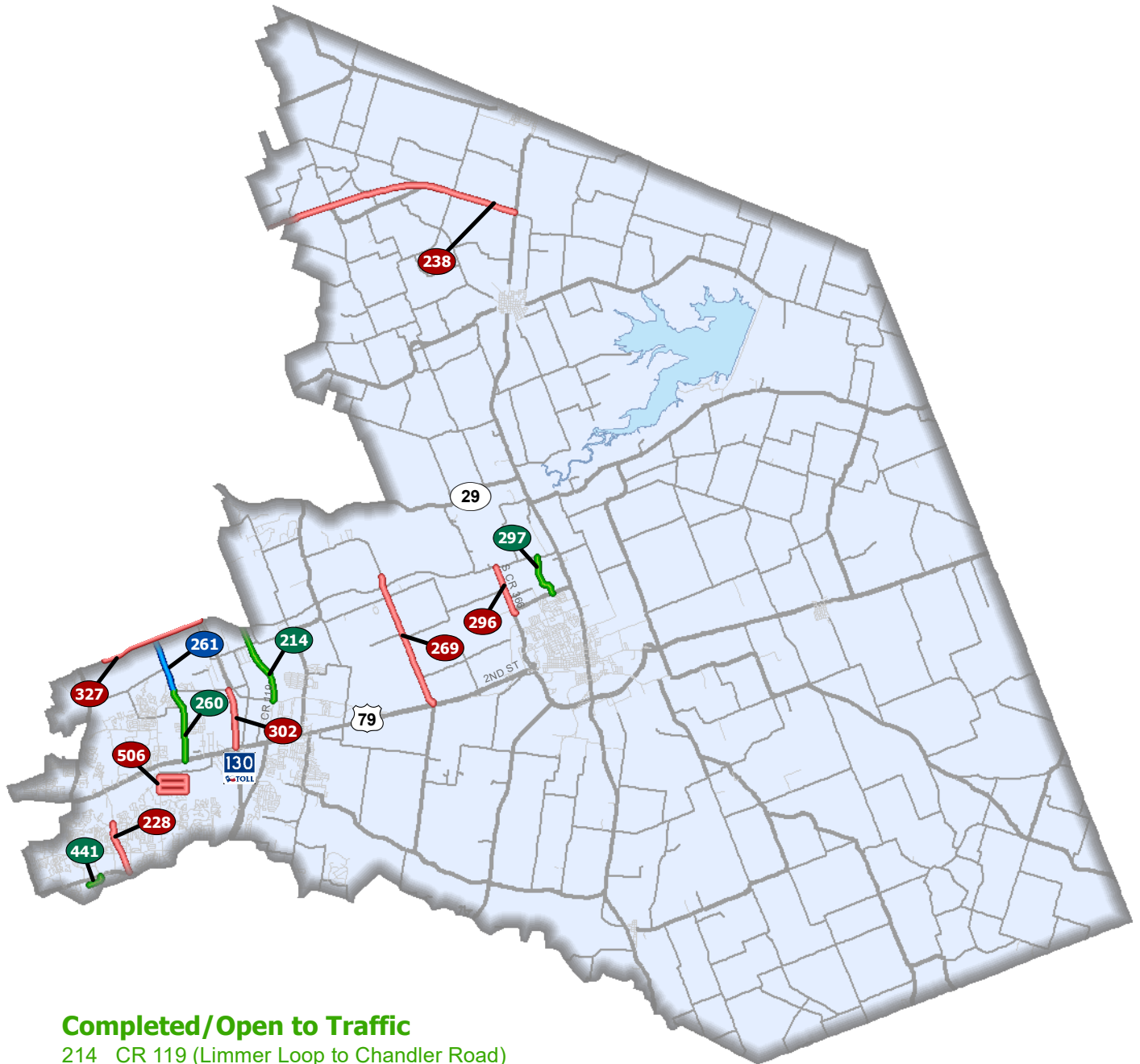


Completed/Open to Traffic

- | | | |
|---|---|--|
| 3.13 CR 157 | 4.18 CR 412 | |
| 4.01 Bridge Replacements Phase 1 (CR 390, 406, 427) | 4.19 CR 466 | |
| 4.02 CR 424 Bridge Replacement | 4.20 FM 397 at SH 95 Signal | |
| 4.03 Chandler Rd. – Phase 1 | 4.21 Gattis School Rd. ROW | |
| 4.04 CR 100 | 4.22 Limmer Loop – Phase 1A | |
| 4.05 CR 112 – Phase 1 | 4.23 Thrall School Zone | |
| 4.06 CR 119 | 4.24 US 79 – Section 1 | |
| 4.07 CR 122 at US 79 | 4.25 US 79 – Section 2 | |
| 4.08 CR 124 | 4.26 US 79 – Section 3A | |
| 4.09 CR 132 | 4.27 Chandler Rd. – Phase 2 | |
| 4.10 CR 136 | 4.28 Limmer Loop – Phase 1B | |
| 4.11 CR 137 | 4.29 CR 113 / Old Settlers Blvd. | |
| 4.12 CR 138 & CR 139 Alignment Study | 4.30 Limmer Loop – Phase 1C | |
| 4.13 CR 300 & CR 301 | 4.31 Kenney Fort Boulevard – Phase 1 | |
| 4.14 CR 302 | 4.32 Chandler Rd. – Phase 3A | |
| 4.15 CR 347 & CR 348 | 4.33 Chandler Rd. – Phase 3B | |
| 4.16 CR 368 & CR 369 (CR 101 to CR 366) | 4.34 Chandler Rd. – Phase 3B | |
| 4.17 CR 404 | 4.35 Gattis School Road | |
| | 4.36 Gattis School Road | |
| | 4.37 US 79 - Section 3 (PTF) | |
| | 4.38 2nd Street Improvements | |
| | 4.39 2nd Street Drainage Improvements | |
| | 4.40 US 79 Section 5A (PTF) | |
| | 4.41 US 79 Section 5B (PTF) | |
| | 4.42 US 79 Section 5C (PTF) | |
| | 4.43 FM 1460 Section 2 | |
| | 4.44 CR 138 | |
| | 4.45 CR 170 | |
| | 4.46 FM 1660 at Landfill Rd. (CR 128) | |
| | 4.47 CR 119 | |
| | 4.48 CR 119 | |
| | 4.49 CR 108 | |
| | 4.50 CR 351 at Donahoe Creek | |
| | 4.51 CR 110/ Arterial A Study Area | |
| | 4.52 University Blvd. (Chandler Rd.) Expansion | |
| | 4.53 CR 110 North - (Design) | |
| | 4.54 CR 110 South - (Design) (US 79 to Limmer Lp) | |
| | 4.55 CR 110 Middle (North of Limmer Loop to CR 107) | |
| | 4.56 CR 110 at University Blvd. (Signal) | |
| | 4.57 Gattis School Rd. at Winterfield Dr. (Signal) | |
| | 4.58 Tradesman Park Crossing | |

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER BOLES



Completed/Open to Traffic

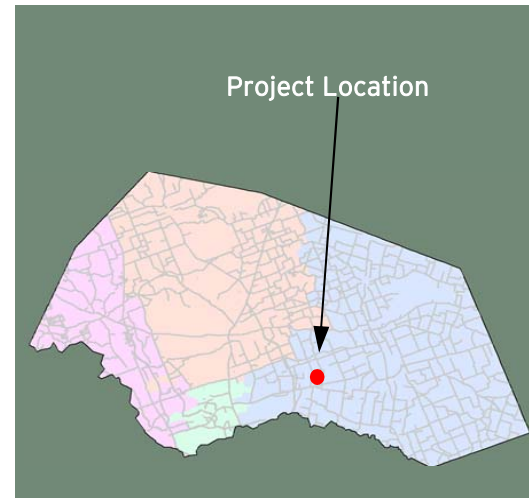
- 214 CR 119 (Limmer Loop to Chandler Road)
- 260 CR 110 South (US 79 to Limmer Loop)
- 297 East Williamson County Park Road / Bill Pickett Trail
(Carlos Parker Boulevard to Chandler Road)
- 441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

Under Construction/Bidding

- 261 CR 110 Middle (Limmer Loop to CR 107)

In Design

- 228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
- 238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
- 269 CR 101 (US 79 to North of Chandler Road)
- 296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
- 302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
- 506 Greenfield and Oak Bluff Estates Drainage Improvements



County Road 119
 (Limmer Loop to Chandler Road)

Project Length: 2.35 Miles
 Roadway Classification: Suburban Collector

Project Schedule: December 2017-March 2019
 Estimated Construction Cost: \$6.7 Million



MARCH 2019 IN REVIEW

03/08/2019: Joe Bland Construction graded and placed topsoil from CR 118 to Culvert C on the east side. Silt fence was placed at various locations. Drainage easements were cleaned at Culverts A, B and C. Subcontractor AAA Fence continued to place fence at the bridge.

03/15/2019: Site clean-up continued. Subcontractor AAA Fence removed barbed wire fence downstream of the bridge. Subcontractor BMP finished installation of soil erosion blankets. Subcontractor Wheeler placed asphalt on all driveways and chip sealed CR 119 and CR 118.

03/22/2019: Wheeler placed asphalt on CR 119 between Limmer Loop and Chandler Road and milled and paved the Chandler Road at CR 119 intersection.

03/29/2019: Subcontractor DIJ striped Limmer Loop, CR 119, CR 118 and Chandler Road.



Design Engineer: Stantec Consulting
 Contractor: Joe Bland Construction
 Construction Observation:
 Dave Thomas, HNTB

Williamson County
 Road Bond Program



CR 119 (Limmer Loop to Chandler Road)
Project No. 1708-186

Original Contract Price = \$6,640,302.71

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/25/2017	11/15/2017	12/8/2017	12/18/2017	3/27/2019		450		450	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	12/1/2017	12/31/2017	31	\$65,613.60	\$65,613.60	\$7,290.40	\$7,290.40	1	7
2	1/1/2018	1/31/2018	31	\$473,860.64	\$539,474.24	\$52,651.18	\$59,941.58	9	14
3	2/1/2018	2/28/2018	28	\$323,428.91	\$862,903.15	\$35,936.55	\$95,878.13	14	20
4	3/1/2018	3/31/2018	31	\$229,232.44	\$1,092,135.59	\$25,470.27	\$121,348.40	18	27
5	4/1/2018	4/30/2018	30	\$630,740.24	\$1,722,875.83	\$70,082.25	\$191,430.65	29	34
6	5/1/2018	5/31/2018	31	\$298,792.28	\$2,021,668.11	\$33,199.14	\$224,629.79	34	40
7	6/1/2018	6/30/2018	30	\$448,853.39	\$2,470,521.50	\$49,872.60	\$274,502.39	41	47
8	7/1/2018	7/31/2018	31	\$494,029.30	\$2,964,550.80	\$54,892.14	\$329,394.53	50	54
9	8/1/2018	8/31/2018	31	\$464,999.77	\$3,429,550.57	\$51,666.64	\$381,061.17	57	61
10	9/1/2018	9/30/2018	30	\$91,950.30	\$3,521,500.87	\$10,216.70	\$391,277.87	59	68
11	10/1/2018	10/31/2018	31	\$150,146.37	\$3,671,647.24	\$16,682.93	\$407,960.80	61	74
12	11/1/2018	11/30/2018	30	\$637,015.84	\$4,308,663.08	\$70,779.54	\$478,740.34	72	81
13	12/1/2018	12/31/2018	31	\$183,696.70	\$4,492,359.78	\$20,410.75	\$499,151.09	75	88
14	1/1/2019	1/31/2019	31	\$431,097.90	\$4,923,457.68	-\$240,021.74	\$259,129.35	78	95
15	2/1/2019	2/28/2019	28	\$92,272.69	\$5,015,730.37	\$4,856.46	\$263,985.81	80	101

Adjusted Price = \$6,640,302.71



Williamson County Commissioners Court

Road Bond Program

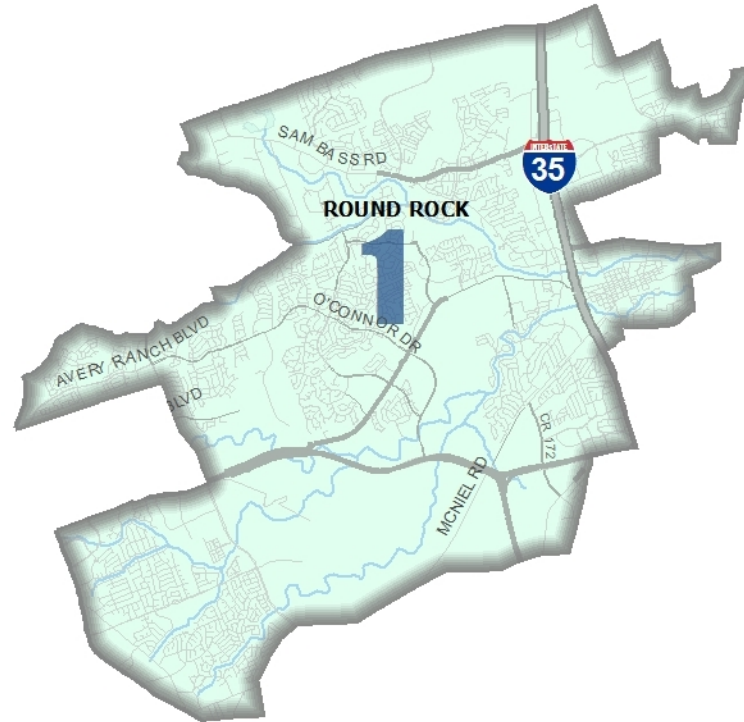
April 16, 2019



PRIME
STRATEGIES,
INC.

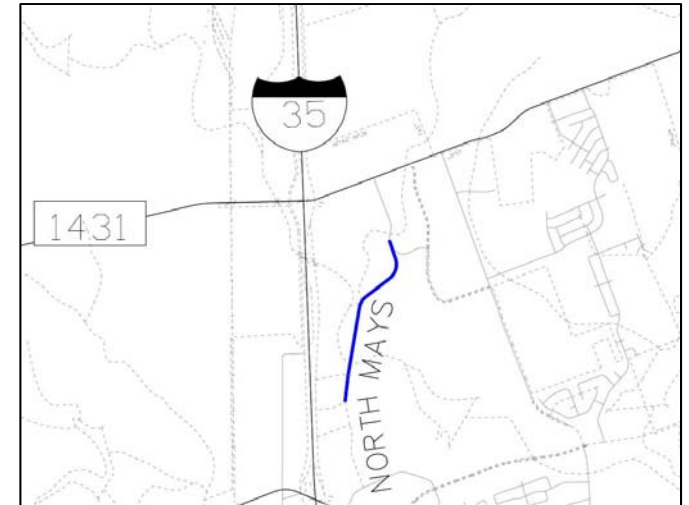
HNTB

Precinct 1



North Mays Extension (Paloma Drive to Oakmont Drive)

Anticipated Completion
Spring 2020



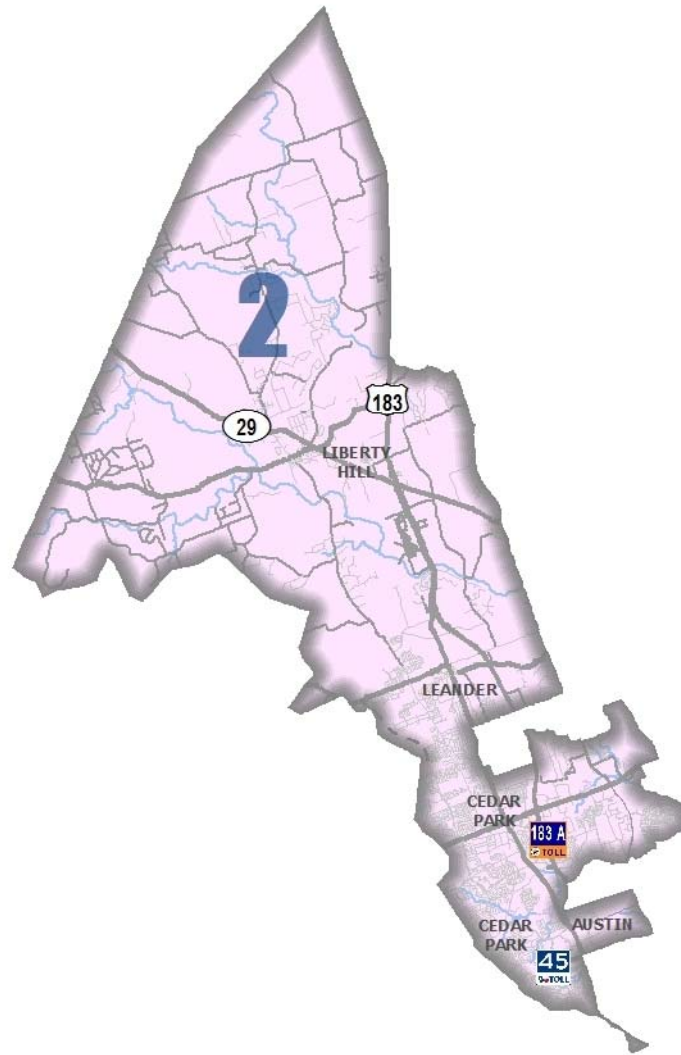
Original Contract Price = \$10,775,835.75

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$10,775,835.75

Expenditures to Date = \$584,138.00 (5%)

Precinct 2



Bagdad Road North (Collaborative Way to RM 2243)

Anticipated Completion
Spring 2019



Partnership with the City of Leander

Original Contract Amount = \$8,091,140.30

WilCo Contribution = 50% of total project cost,
not to exceed \$4,903,000.00

Construction is managed by the City of Leander

Bagdad Road North (Collaborative Way to RM 2243)



Bagdad Road North (Collaborative Way to RM 2243)



Bagdad Road North (Collaborative Way to RM 2243)

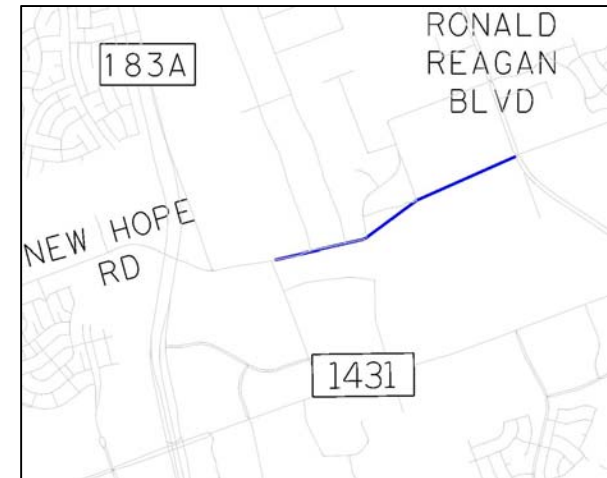




New Hope Drive (Cottonwood Creek to Ronald Reagan)

Anticipated Completion

Spring 2019



Partnership with the City of Cedar Park

Original Contract Amount = \$7,829,323.40

WilCo Contribution = \$1,300,000.00

Construction is managed by the City of Cedar Park

New Hope Drive (Cottonwood Creek to Ronald Reagan)



New Hope Drive (Cottonwood Creek to Ronald Reagan)

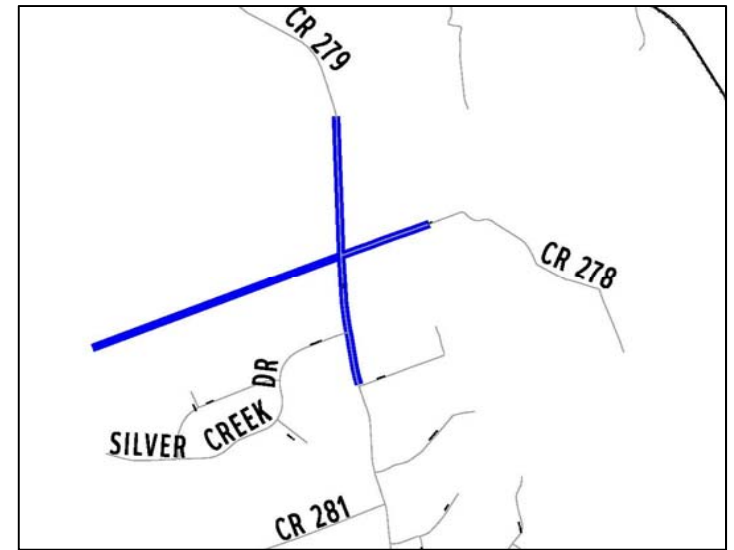


New Hope Drive (Cottonwood Creek to Ronald Reagan)



Bagdad Road (CR 279) at River Ranch Park

Anticipated Completion
Early 2020



Original Contract Price = \$2,959,000.00

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$2,959,000.00

Expenditures to Date = \$570,191.82 (19%)

Bagdad Road (CR 279) at River Ranch Park



Bagdad Road (CR 279) at River Ranch Park



Bagdad Road (CR 279) at River Ranch Park





SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)

18

Anticipated Completion
Summer 2019



Partnership with TxDOT = \$500,000.00

Original Contract Price = \$1,705,061.70

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$1,705,061.70

Expenditures to Date = \$708,053.27 (41%)

SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)



SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)



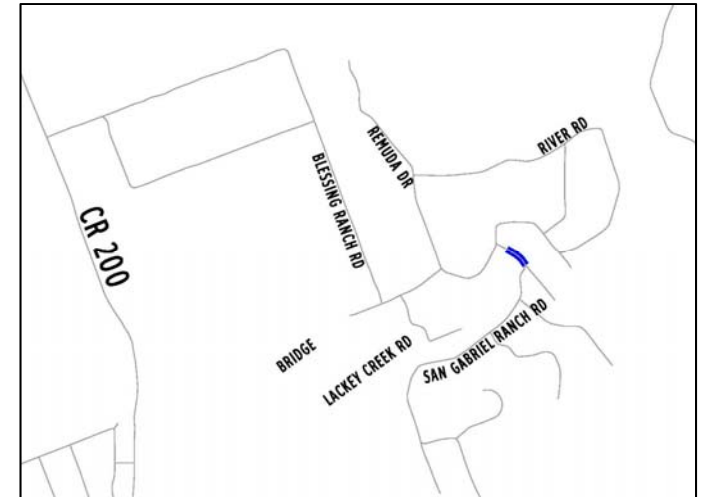
SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)





San Gabriel Ranch Road Bridge at Lackey Creek ²²

Anticipated Completion
Fall 2019



Original Contract Price = \$1,425,301.90

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$1,425,301.90

Expenditures to Date = \$59,869.14 (4%)

San Gabriel Ranch Road Bridge at Lackey Creek



San Gabriel Ranch Road Bridge at Lackey Creek



San Gabriel Ranch Road Bridge at Lackey Creek



Lakeline Boulevard Right Turn Lanes

Anticipated Completion
Fall 2019



Original Contract Price = \$567,792.55

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$567,792.55

Expenditures to Date = \$101,908.50 (18%)

Lakeline Boulevard Right Turn Lanes



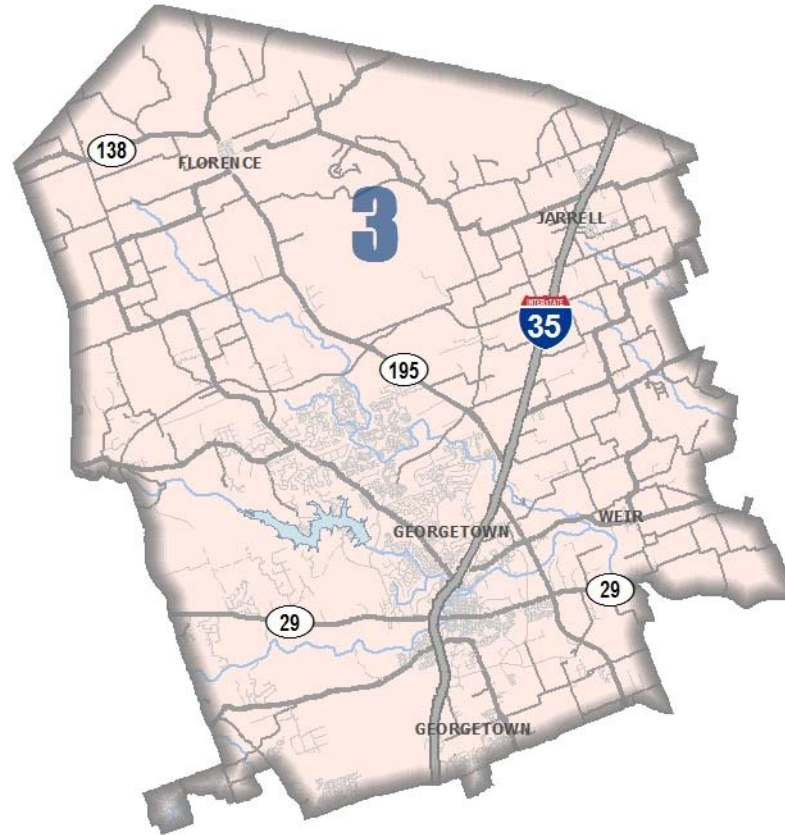
Lakeline Boulevard Right Turn Lanes



Lakeline Boulevard Right Turn Lanes

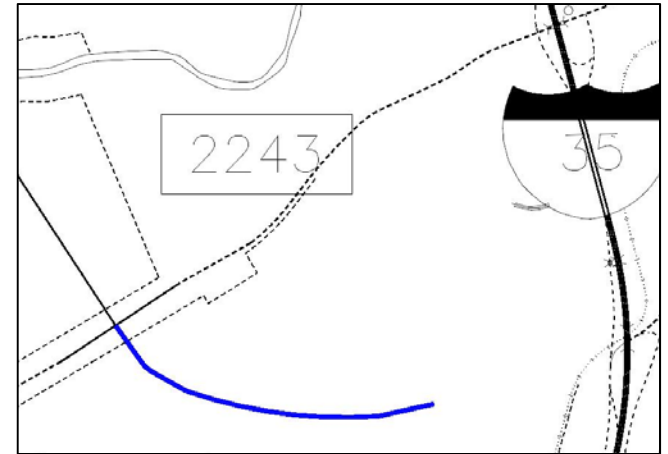


Precinct 3



Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

Anticipated Completion
Late 2019



Original Contract Amount = \$8,087,943.77

Total Change Orders = \$0.00

Adjusted Contract Price = \$8,087,943.77

Expenditures to Date = \$3,070,643.99 (38%)

Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)



Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

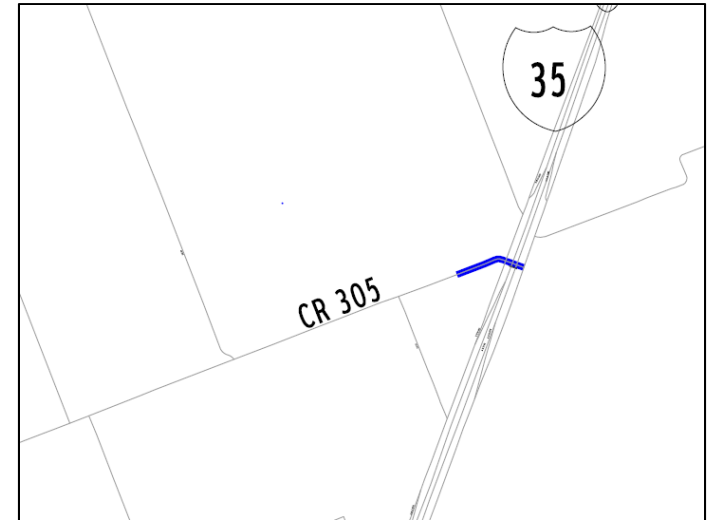


Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)



CR 305 at IH 35 (Bridge Replacement)

Anticipated Completion
Late 2019



Partnership with TxDOT

Original Contract Amount = \$6,748,948.60

Construction is managed by TxDOT

CR 305 at IH 35 (Bridge Replacement)



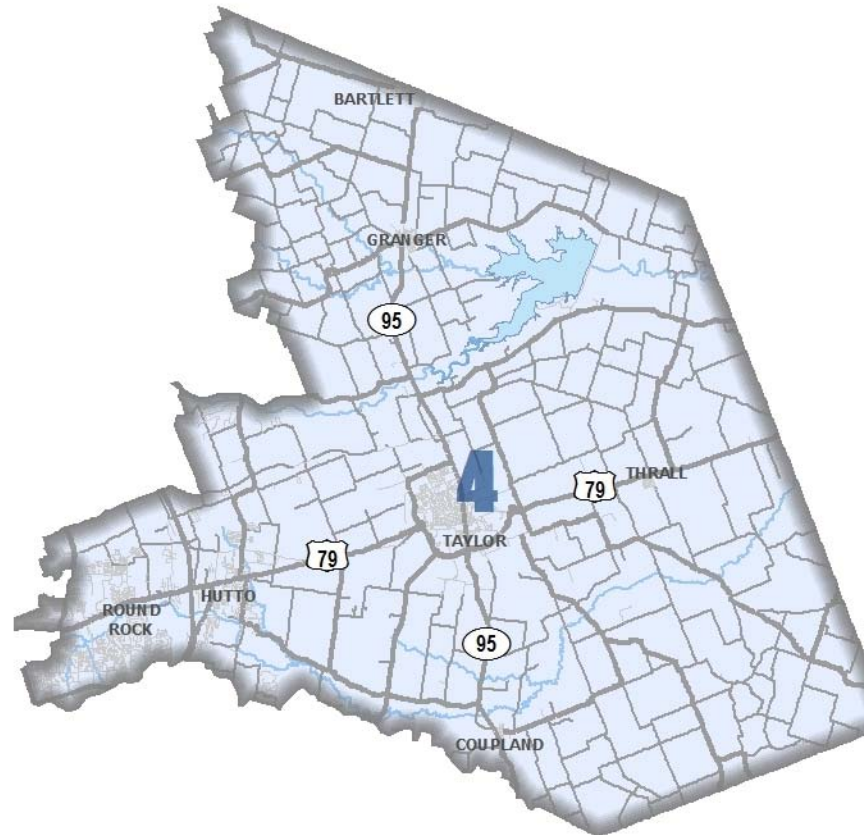
CR 305 at IH 35 (Bridge Replacement)



CR 305 at IH 35 (Bridge Replacement)



Precinct 4



(Limmer Loop to Chandler Road)

Anticipated Completion

Spring 2019



Original Contract Amount = \$6,640,302.71

Total Change Orders = \$0.00

Adjusted Contract Price = \$6,640,302.71

Expenditures to Date = \$5,279,716.18 (80%)

CR 119 (Limmer Loop to Chandler Road)

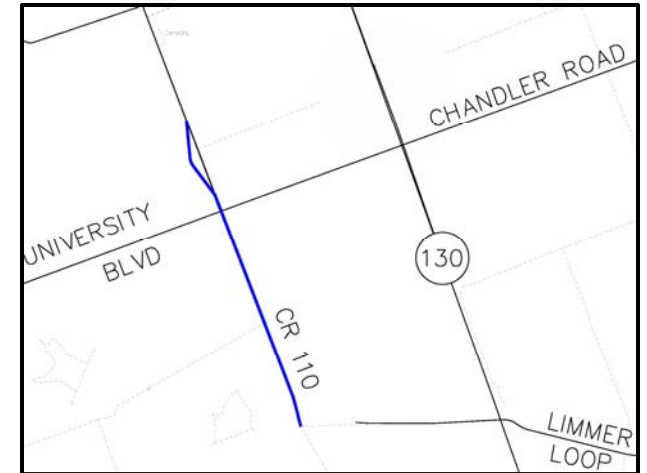


CR 119 (Limmer Loop to Chandler Road)



CR 110 Middle (Limmer Loop to CR 107)

Anticipated Completion
Spring 2020



Original Contract Amount = \$8,910,862.73

Total Change Orders = \$0.00

Adjusted Contract Price = \$8,910,862.73

Expenditures to Date = \$0.00 (0%)

CR 110 Middle (Limmer Loop to CR 107)



Commissioners Court - Regular Session

37.

Meeting Date: 04/16/2019

2013 Road Bond Transfer

Submitted By: Emmeline Hawkins, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$80,000 from 2013 Road Non-Departmental (P290) to Neenah Ave Widening (P278) of \$50,000 and Lakeline RTL (P331) of \$30,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

2013 Road Bond

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Emmeline Hawkins

Final Approval Date: 04/10/2019

Reviewed By

Andrea Schiele

Date

04/10/2019 03:09 PM

Started On: 04/10/2019 02:56 PM

Memo

To: Emmeline Palma, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office
Jolene Crist, Williamson County Contract Auditor

From: Michael J. Weaver

Date: April 3, 2019

Re: 2013 Road Bond Transfers

Please make the following transfers to the 2013 Road Bond Program budgets:

- Move \$50,000.00 from P-290 2013 Unallocated to P-278 Neenah Ave. Widening;
- Move \$30,000.00 from P-290 2013 Unallocated to P-331 Lakeline RTL.

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session

38.

Meeting Date: 04/16/2019

Awarding RFCSP 1901-286 Jail Renovations

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 RFCSP #1901-286 FY19 Jail Renovations to the overall best value respondent, J.T. Vaughn Construction and authorizing execution of the agreement.

Background

Purchasing solicited competitive sealed proposals for FY19 Jail Renovations. 3,265 vendors were invited to respond to the RFCSP of which 57 vendors downloaded the proposal documents and 2 vendors responded. After an evaluation of the 2 responses it was determined by the evaluation committee that the proposal received by Vaughn Construction in the amount of \$1,180,500.00 was the best value to Williamson County. Department point of contact is Tom Stanfield. Funding source P411.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Agreement](#)

[Evaluation Sheet](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 04/11/2019

Reviewed By

Randy Barker
Andrea Schiele

Date

04/11/2019 10:08 AM
04/11/2019 10:33 AM
Started On: 04/10/2019 12:17 PM



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

The Owner: Williamson County
710 Main Street, Ste. 101
Georgetown, Texas 78626

and Contractor Vaughn Construction, LLC
10355 Westpark Drive
Houston, TX 77042

for the Project: Williamson County Jail Renovations FY 2019
508 S. Rock Street
Georgetown, Texas 78626

Engineer: Talex, Inc. Engineers
6300 La Calma Drive, Suite 100
Austin, TX 78752

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 Vaughn Construction, LLC. (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the Williamson County Jail Renovations FY 2019 (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 Engineer. 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 Engineer 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 One Hundred Eighty (180) 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 Thirty (30) 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 Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer 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 **\$1,180,500.00**

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:

\$295,125.00

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 Engineer 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 uniqueness of the facility being a jail facility that houses an inmate population that changes daily and 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
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor:

Vaughn Construction, LLC
10355 Westpark Drive
Houston, TX 77042

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:

Tom Stanfield
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Phone (512) 943-1636

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Doug Boram
6604 N. Lamar
Austin, TX 78752
Phone (512) 663-7461
Fax (512) 681-9752

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,

J.T. Vaughn Construction, LLC

By: _____

By:  _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: J. Thomas Vaughn, CEO

Date: _____, 2019

Date: April 2, 2019

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 Engineer'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.

Exhibit 2

Drawings, Plans and Specifications



UNIFORM GENERAL CONDITIONS
FOR WILLIAMSON COUNTY

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

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. If 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.

§ 4.1.3 In the event that Owner has not engaged an architect and an architect is not identified in the Agreement, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Agreement and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in 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 be 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 caused 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 Contract 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 trusted 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 embossed 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 include 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.

EVALUATION - Jail Renovations
RFCSP # 1901-286

Evaluation Criteria	Maximum Score Points	Vaughn Construction		STR Contractors						
Qualifications	40	39		36						
Reputation	15	15		15						
Location of Office	10	10		10						
Price <i>35 Maximum Points for Pricing X (Lowest Respondent's Price Proposal Amount / Respondent No. X's Price Proposal Amount)</i>	35	35		32						
TOTAL	100	99		93						

Commissioners Court - Regular Session

39.

Meeting Date: 04/16/2019

CO Auth Jail Renovations

Submitted For: Dale Butler

Submitted By: Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager Tom Stanfield with general authority to approve change orders for the contract with J.T. Vaughn Construction, LLC in relation to the Williamson County Jail Renovations FY 2019 Project for any increase or decrease in cost of \$30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Background

A request is being made for this authority due to the nature of performing contract work within the Jail Facility and the necessity of an uninterrupted workflow to allow for continuity of schedules between Jail Staff and the Contractor. Section 262.031 of the Local Government Code allows for the grant of such authority up to \$50,000.00. Tom Stanfield will be serving as the Project Manager on the project. Any change orders that are approved by Tom Stanfield will be placed on the Commissioners Court’s Consent Agenda the following week.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Gina Wrehsnig
Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 08:06 AM
Started On: 04/11/2019 07:49 AM

Commissioners Court - Regular Session

40.

Meeting Date: 04/16/2019

CR 139 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 Kasa Teltow for right of way needed on the CR 139 widening. Funding Source: Road & Bridge

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Teltow Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 09:54 AM

Started On: 04/11/2019 09:38 AM

REAL ESTATE CONTRACT

County Road 139

THIS REAL ESTATE CONTRACT ("Contract") is made by **KASA TELTOW**, (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

All of that certain 2.277 AC tract of land in the Mathias Wilbarger Survey, Abstract No. 663, and the John C. Duval Survey, Abstract No. 194, Williamson County, Texas and being a portion of the called 12.80 acre tract of land conveyed to Kasa Teltow, recorded in Document No. 2005087796 of the Official Public Records of Williamson County, Texas. Said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and cost to cure for the remaining property of Seller shall be the sum of FIFTY TWO THOUSAND THREE HUNDRED SEVENTY and 00/100 Dollars (\$52,370.00).

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. If not previously provided, 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 SELLER.

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 Title Company (the "Title Company") or another title company of Purchaser's choosing, on or before May 1, 2019 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all 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 a form substantially similar to that 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

SELLER:

Kasa Feltow
Kasa Feltow

Address: 830 County Rd 139
Alamo, TX 78634

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Exhibit A

METES AND BOUNDS DESCRIPTION

FOR A 2.277 ACRE TRACT OF LAND SITUATED IN THE MATHIAS WILBARGER SURVEY, ABSTRACT NO. 663 AND THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 12.80 ACRE TRACT OF LAND CONVEYED TO KASA TELTOW, RECORDED IN DOCUMENT NO. 2005087796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 2.277 ACRE TRACT OF LAND SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. DURING THE MONTH OF OCTOBER, 2017 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found monumenting the southeast corner of said 12.80 acre Teltow tract and the northeast corner of the called 8.01 acre tract of land conveyed to Mark Steven Monson and Melissa Kay Monson, recorded in Document No. 2004070113 of the Official Public Records of Williamson County, Texas, same being on the west right-of-way line of County Road 139 a variable width right-of-way, for the southeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting the southeast corner of said 8.01 acre Monson tract and the northeast corner of the called 6.00 acre tract of land conveyed to Rueben Beltran and wife, Mary Beltran, recorded in Volume 1365, Page 561 of the Official Records of Williamson County, Texas, bears S 07°57'32" W for a distance of 247.41 feet;

THENCE, **N 82°21'27" W** with the south boundary line of said 12.80 acre Teltow tract and the north boundary line of said 8.01 acre Monson tract for a distance of **79.50 feet** to a calculated point for the southeast corner hereof, from which a 1/2" iron rod found monumenting the southwest corner of said 12.80 acre Teltow tract and the southeast corner of the called 8.511 acre tract of land conveyed to Paul Pratte, recorded in Document No. 2006031648 of the Official Public Records of Williamson County, Texas, bears N 82°21'27" W for a distance of 556.40 feet;

THENCE, through the interior of said 12.80 acre Teltow tract, the following three (3) courses and distances:

1. **N 07°19'26" E** for a distance of **821.01 feet** to a calculated point;
2. **N 46°15'23" W** for a distance of **120.01 feet** to a calculated point;
3. **S 80°09'47" W** for a distance of **137.71 feet** to an iron rod found with cap marked "TLS" monumenting an angle point in the north boundary line of said 12.80 acre Teltow tract, same being on the southerly right-of-way line of said County Road 139, for the northwest corner hereof, from which an iron rod found with cap marked "TLS" monumenting an angle point in said southerly right-of-way line of County Road 139, same being on an angle point in the north boundary line of a called 2.00 acre tract of land conveyed to Kasa Lynn Foster and Kimball James Foster, recorded in Document No. 2017012720 of the Official Public Records of Williamson County, Texas, bears S 80°09'47" W for a distance of 323.46 feet;

THENCE, with the north boundary line of said 12.80 acre Teltow tract and said southerly right-of-way line of County Road 139, the following two (2) courses and distances:


1. **N 58°36'03" E** for a distance of **272.43 feet** to an iron rod found with cap marked "TLS" monumenting an angle point;
2. **S 86°15'33" E** for a distance of **95.30 feet** to a PK nail found in asphalt, monumenting the northeast corner of said 12.80 acre Teltow tract, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of the called 23.4488 acre tract of land conveyed to Ramsaroop R. Boddu and spouse, Resmi Surendran, recorded in Document No. 2008062891 of the Official Public Records of Williamson County, Texas, same being on the northerly right-of-way line of said County Road 139, bears N 10°26'57" E for a distance of 48.94 feet;

THENCE, **S 07°19'26" W** with the east boundary line of said 12.80 acre Teltow tract and the west right-of-way line of said County Road 139 for a distance of **1028.45 feet** to the **POINT OF BEGINING** hereof and containing 2.277 acres of land more or less.

Bearing Basis: State Plane Coordinate System, NAD83, Texas Central Zone (4203).

Distances shown hereon are surface based on a combined surface adjustment factor of 1.00010.

A survey drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100



October 11, 2017

SHANE SHAFER, R.P.L.S. NO. 5281

DATE



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.277 ACRE TRACT OF LAND SITUATED IN THE MATHIAS WILBARGER SURVEY, ABSTRACT NO. 663 AND THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 12.80 ACRE TRACT OF LAND CONVEYED TO KASA TELTOW, RECORDED IN DOCUMENT NO. 2005087796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N82°21'27"W	79.50'
L2	N46°15'23"W	120.01'
L3	S80°09'47"W	137.71'
L4	S86°15'33"E	95.30'
L5	N10°26'57"E	48.94'

GENERAL NOTES:

- 1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00010.

SCALE: 1"=100'

MATCHLINE SHEET 2 OF 2

PAUL PRATTE
CALLED 8.511 AC.
DOC. NO. 2006031648

KASA TELTOW
REMNANT PORTION OF
CALLED 12.80 AC.
DOC. NO. 2005087796

MATHIAS WILBARGER SURVEY
ABSTRACT NO. 663

2.277 AC.
SUBJECT TRACT
APPROXIMATE SURVEY LINE

MARK STEVEN MONSON AND
MELISSA KAY MONSON
CALLED 8.01 AC.
DOC. NO. 2004070113

P.O.B.

REUBEN BELTRAN AND WIFE,
MARY BELTRAN
CALLED 6.00 AC.
VOL. 1365, PG. 561

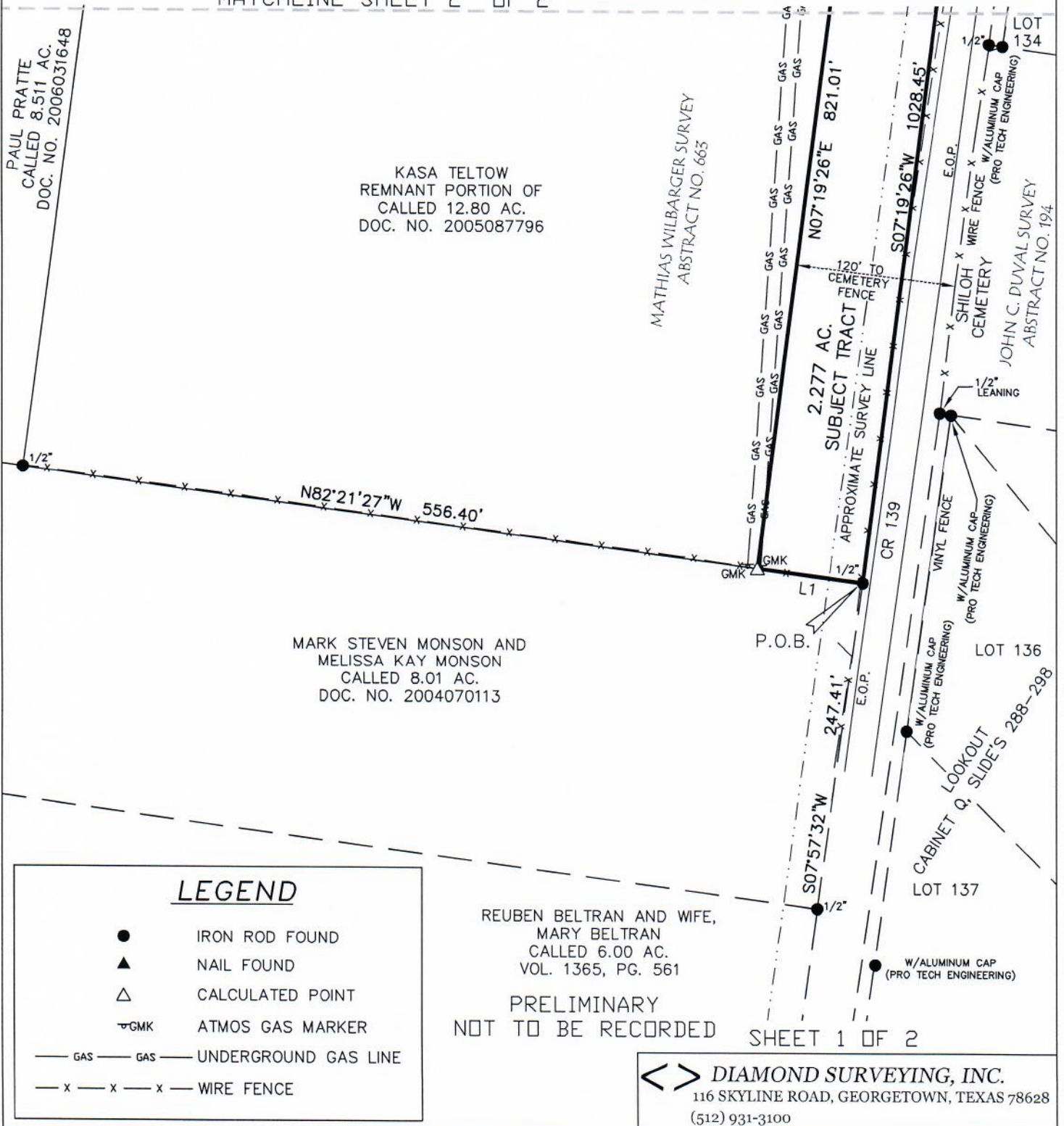
PRELIMINARY
NOT TO BE RECORDED

SHEET 1 OF 2

LEGEND

- IRON ROD FOUND
- ▲ NAIL FOUND
- △ CALCULATED POINT
- ▽GMK ATMOS GAS MARKER
- GAS — GAS — UNDERGROUND GAS LINE
- x — x — x — WIRE FENCE

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.277 ACRE TRACT OF LAND SITUATED IN THE MATHIAS WILBARGER SURVEY, ABSTRACT NO. 663 AND THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 12.80 ACRE TRACT OF LAND CONVEYED TO KASA TELTOW, RECORDED IN DOCUMENT NO. 2005087796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



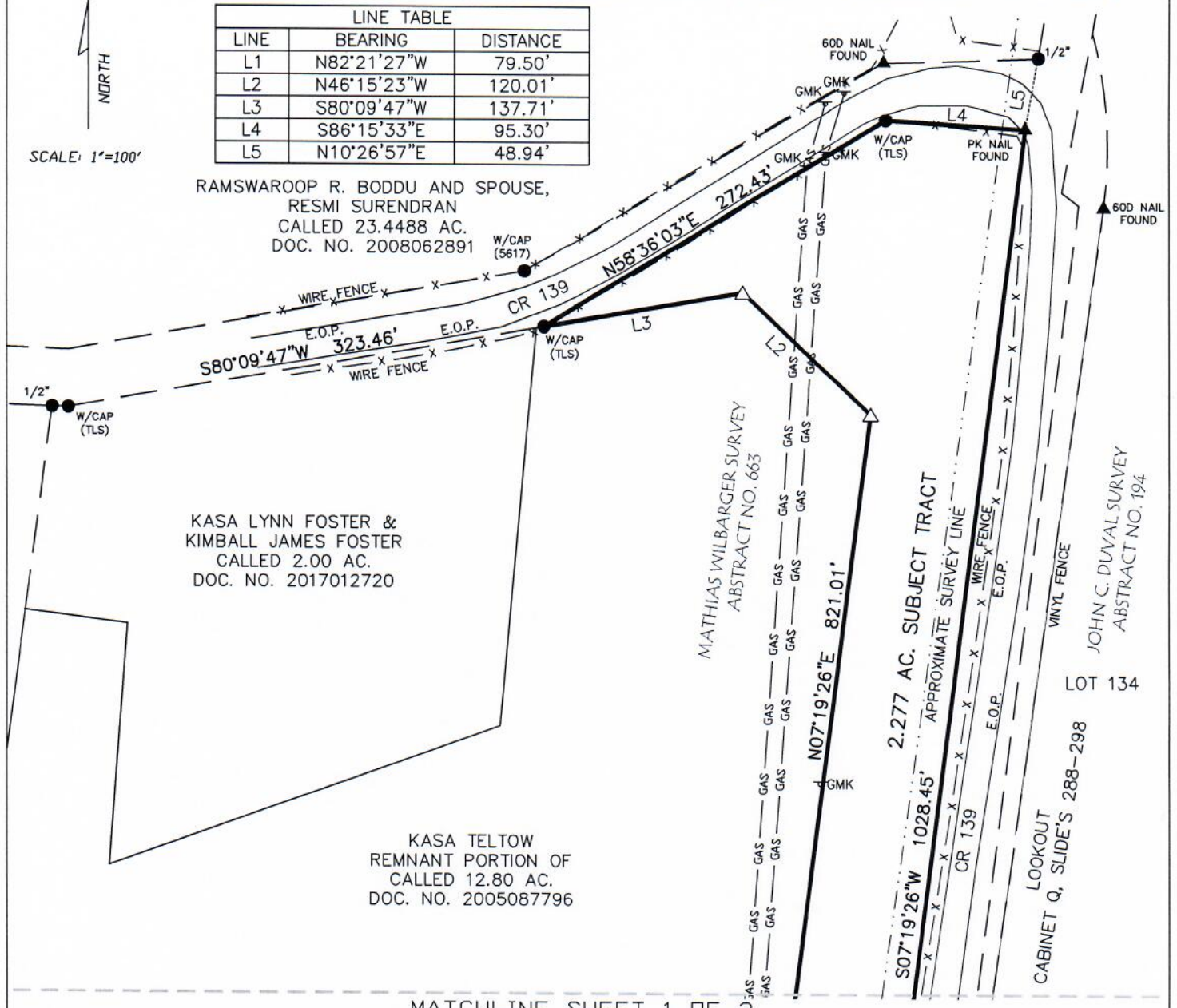
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RAMSWAROOP R. BODDU AND SPOUSE,
RESMI SURENDRAN
CALLED 23.4488 AC.
DOC. NO. 2008062891

KASA LYNN FOSTER &
KIMBALL JAMES FOSTER
CALLED 2.00 AC.
DOC. NO. 2017012720

KASA TELTOW
REMNANT PORTION OF
CALLED 12.80 AC.
DOC. NO. 2005087796



MATCHLINE SHEET 1 OF 2

To: Williamson County, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on October 9, 2017. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without benefit of Title Commitment. This survey substantially complies with the standards for a Category 1B, Condition IV Standard Land Survey per the Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PRELIMINARY - NOT TO BE RECORDED

October 11, 2017

SHANE SHAFER, R.P.L.S. NO. 5281

DATE

SHEET 2 OF 2

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Exhibit B

DEED
County Road 139

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 BY THESE PRESENTS:

That KASA TELTOW, 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, Donate 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 2.277-acre tract of land in the Mathias Wilbarger Survey, Abstract No. 663, and the John C. Duval Survey, Abstract No. 194, Williamson County, Texas and being a portion of the called 12.80-acre tract of land conveyed to Kasa Teltow, recorded in Document No. 2005087796 of the Official Public Records of Williamson County, Texas. Said tract 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) 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 139.

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.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 201__.

[signature pages follow]

GRANTOR:

Kasa Teltow
Kasa Teltow

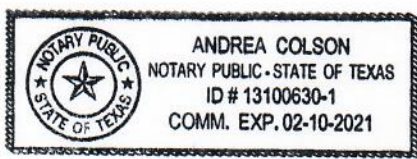
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on this the 3rd day of April, 2019 by Kasa Teltow, in the capacity and for the purposes and consideration recited therein.



[Signature]
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:

Exhibit A

METES AND BOUNDS DESCRIPTION

FOR A 2.277 ACRE TRACT OF LAND SITUATED IN THE MATHIAS WILBARGER SURVEY, ABSTRACT NO. 663 AND THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 12.80 ACRE TRACT OF LAND CONVEYED TO KASA TELTOW, RECORDED IN DOCUMENT NO. 2005087796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 2.277 ACRE TRACT OF LAND SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. DURING THE MONTH OF OCTOBER, 2017 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found monumenting the southeast corner of said 12.80 acre Teltow tract and the northeast corner of the called 8.01 acre tract of land conveyed to Mark Steven Monson and Melissa Kay Monson, recorded in Document No. 2004070113 of the Official Public Records of Williamson County, Texas, same being on the west right-of-way line of County Road 139 a variable width right-of-way, for the southeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting the southeast corner of said 8.01 acre Monson tract and the northeast corner of the called 6.00 acre tract of land conveyed to Rueben Beltran and wife, Mary Beltran, recorded in Volume 1365, Page 561 of the Official Records of Williamson County, Texas, bears S 07°57'32" W for a distance of 247.41 feet;

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Bearing Basis: State Plane Coordinate System, NAD83, Texas Central Zone (4203).

Distances shown hereon are surface based on a combined surface adjustment factor of 1.00010.

A survey drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100



October 11, 2017

SHANE SHAFER, R.P.L.S. NO. 5281

DATE



Z:\WCRB\CR 139\10-11-17 830 CR 139 2.277 AC m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.277 ACRE TRACT OF LAND SITUATED IN THE MATHIAS WILBARGER SURVEY, ABSTRACT NO. 663 AND THE JOHN C. DUVAL SURVEY, ABSTRACT NO. 194, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 12.80 ACRE TRACT OF LAND CONVEYED TO KASA TELTOW, RECORDED IN DOCUMENT NO. 2005087796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



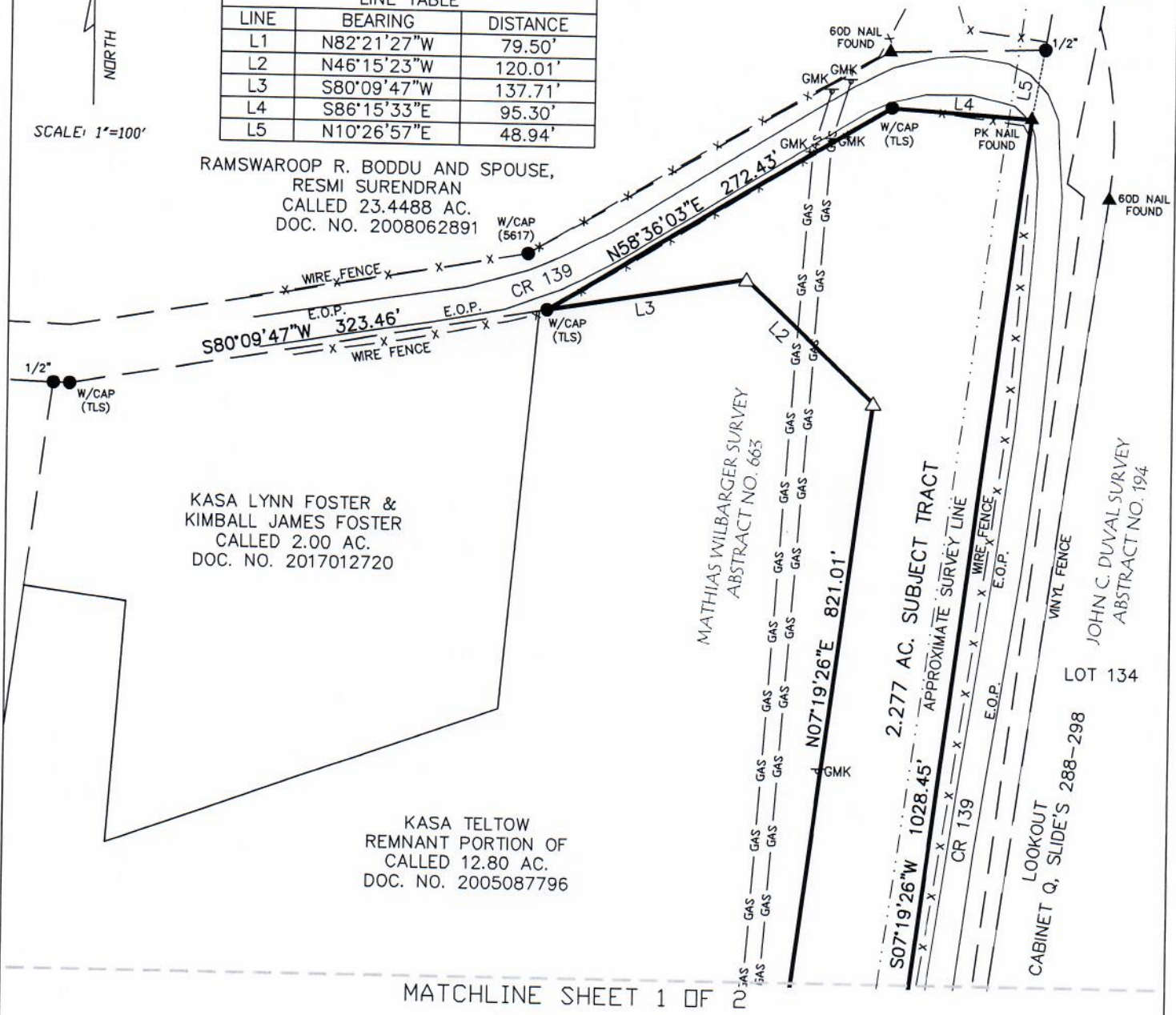
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DOC. NO. 2017012720

KASA TELTOW
REMNANT PORTION OF
CALLED 12.80 AC.
DOC. NO. 2005087796



MATCHLINE SHEET 1 OF 2

To: Williamson County, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on October 9, 2017. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without benefit of Title Commitment. This survey substantially complies with the standards for a Category 1B, Condition IV Standard Land Survey per the Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PRELIMINARY - NOT TO BE RECORDED

SHANE SHAFER, R.P.L.S. NO. 5281 October 11, 2017 DATE

SHEET 2 OF 2

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

Commissioners Court - Regular Session

42.

Meeting Date: 04/16/2019

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

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: CR 101
- e) Discuss the acquisition of real property: CR 200
- f) Discuss the acquisition of real property for County Facilities.
- g) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
- h) Discuss the acquisition of real property for CR 314.
- i) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- j) Discuss the acquisition of real property for SH 29 @ DB Wood.
- k) Discuss the acquisition of real property for Hairy Man Rd.
- l) Discuss the acquisition of real property for SW Bypass.
- m) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- n) Discuss the acquisition of real property for CR 111.
- o) Discuss the acquisition of real property for Corridor H
- p) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
- q) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- r) Discuss the acquisition of right-of-way for Corridor C.
- s) Discuss the acquisition of right-of-way for Corridor F.
- t) Discuss the acquisition of right-of-way for Corridor D.
- u) Discuss the acquisition of right-of-way for Southeast Corridor.
- v) Discuss the acquisition of right-of-way for Reagan extension.
- w) Discuss the acquisition of right-of-way for Chandler Rd.
- x) Discuss the acquisition of property near the County landfill.
- y) Discuss the acquisition of property adjacent to River Ranch Park.

B. Property or Real Estate owned by Williamson County

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 +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
 - c) Potential governmental uses for 8th Street downtown parking lot
 - d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
 - e) Discuss property usage at Longhorn Junction
 - f) Discuss sale of excess 183A right of way to abutting property owner.
 - g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 10:05 AM

Started On: 04/11/2019 10:03 AM

Commissioners Court - Regular Session

43.

Meeting Date: 04/16/2019

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) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
 Form Started By: Charlie Crossfield
 Final Approval Date: 04/11/2019

Reviewed By

Andrea Schiele

Date

04/11/2019 10:06 AM
 Started On: 04/11/2019 10:04 AM