NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
December 15, 2020
9:30 A.M.

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

1. Review and approval of minutes.

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

3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please 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 4 – 43)

4. Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-003005	Office Furniture	$2,000.00
TO	0100-0499-004410	Bond Premiums	$2,000.00

5. Discuss, consider and take appropriate action on a line item transfer for Human Resources.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004100	Professional Services	3,229.50

To	0100.0402.001107	Temp Salaries	3,000.00
To	0100.0402.002010	FICA	229.50

6. Discuss, consider and take appropriate action on a line item transfer for County Wide Records Management Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0390.0390.004100	Professional Services	$2,800.00
To	0390.0390.004543	Repairs to Equipment	$2,800.00

7. Discuss, consider, and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004718	Pre-Employment Physical	$1,750.00
To	0100-0542-004505	Software Maintenance	$1,750.00

8. Discuss, consider and take appropriate action on a request for a line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004621	Copier Maintenance	2000.00
To	0100.0576.004500	Maintenance Services	2000.00

9. Discuss, consider and take appropriate action on approving property tax collections for the month of November 2020 for the Williamson County Tax Assessor/Collector.

10. Discuss, consider, and take appropriate action to approve the County Attorney November 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.

11. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, November 2020 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

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

13. Discuss, consider and take appropriate action on reappointing Charles Ashby and David Bray to the ESD #5 board with the term to commence immediately and continue until December 31, 2022.

14. Discuss, consider and take appropriate action on reappointing LD Cheatheam and Susie Fontenot to ESD #6 board with the term to commence immediately and continue until December 31, 2022.

15. Discuss, consider and take appropriate action on reappointing Laura Anderson and Keith Couch to ESD #7 board with the term to commence immediately and continue until December 31, 2022.

16. Discuss, consider and take appropriate action on reappointing Lisa Birkman and Bobby Bunte to ESD #8 board with the term to commence immediately and continue until December 31, 2022.

17. Discuss, consider and take appropriate action on reappointing Alan Forster and Michael Garcia to ESD #9 board with the term to commence immediately and continue until December 31, 2022.

18. Discuss, consider and take appropriate action on approving the Williamson County Historical Commission's bylaw revisions.

19. Discuss, consider and take appropriate action on approving an Addendum between Williamson County and Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronarvirus Disease (COVID 19) pandemic.

20. Discuss, consider and take appropriate action on approving an Agreement between Williamson County and We Are Blood in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID 19) pandemic.

21. Discuss, consider and take appropriate action on approving an Agreement between Williamson County and LifeSteps Council on Alcohol and Drugs in relation to the Wilco Forward Grant Program that is funded through the CARES act for response to the Coronavirus Disease (COVID 19) pandemic.

22. Discuss, consider and take appropriate action on ratifying the approval and execution of rental agreement with Preferred Climate Solutions for the rental of three (3) patio heaters in the total amount of $675 for the Taylor EXPO Center.

23. Discuss, consider, and take appropriate action to approve the Tax Collection Agreement between the Parkside on the River Municipal Utility District No. 1 and the County of Williamson, Texas.

24. Discuss, consider, and take appropriate action to approve the Tax Collection Agreement between the Georgetown Village Public Improvement District and the County of Williamson, Texas.

25. Discuss, consider and take appropriate action on authorizing the Addendum, renewal period 2, of contract 1604-069, with Holmes Murphy & Associates, LLC as the Health Related Benefits Broker and Consultant for the term of January 1, 2021 - December 31, 2021, for the same terms and conditions as the existing contract, with the exception of pricing increase approved by the Williamson County Benefits Committee on May 28, 2020, approved in Commissioners Court on June 23, 2020, and incorporated into the budget on August 25, 2020.

26. Discuss, consider and take appropriate action on authorizing the renewal of United Healthcare Stop Loss Insurance with the provider United Healthcare Insurance Company for the term of January 1, 2021 - December 31, 2021 which incorporates the plan changes, designs, plan rates, revenue and expenses that were approved by the Williamson County Benefits Committee on May 28, 2020, approved in Commissioners Court on June 23, 2020 and incorporated into the budget on August 25, 2020.

27. Discuss, consider and take appropriate action on awarding RFP #T1705 Animal Shelter Vet Equipment to Patterson Veterinary.

28. Discuss, consider and take any action necessary on a previously approved item ($64,329.80, Nov. 24, 2020, Agenda Item # 15) for Mobile Wireless LLC and authorize the execution of the agreement.

29. Discuss, consider, and take appropriate action regarding agreement with Charter Communications Operating, LLC d/b/a Spectrum for fiber internet services at 321 Ed Schmidt Blvd, Suite 200 (former Commissioner Pct 4 office) Hutto, Tx 78634 in the amount of $1,099.00 a month with a $250.00 installation fee and authorizing execution of the agreement.

30. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #34 in the amount of $3,277.00. This change order is being funded by owner’s contingency from within the original project budget.

31. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #35 in the amount of $1,006.00. This change order is being funded by owner’s contingency from within the original project budget.

32. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #36 in the amount of $726.00. This change order is being funded by owner’s contingency from within the original project budget.

33. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #37 in the amount of $2,407.00. This change order is being funded by owner's contingency from within the original project budget.

34. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #38 in the amount of $418.00. This change order is being funded by owner's contingency from within the original project budget.

35. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #39 in the amount of $13,957.00. This change order is being funded by owner's contingency from within the original project budget.

36. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #40 in the amount of $7,823.00. This change order is being funded by owner's contingency from within the original project budget.

37. Discuss, consider and take appropriate action on approving the Renewal Addendum for Master Service Agreement with MTech for Supporting Operations of The Williamson County Facilities Department for HVAC, Plumbing, Electrical Services and Pipe/Duct Work per BuyBoard Contract #558-18.

38. Discuss, consider and take appropriate action on approving purchase of two (2) 2021 Ford F-250 Extended Cab Trucks in the amount of $70,967.60 including a one-time administrative fee of $300 from Silsbee Ford, as per GoodBuy Contract #20-8F000 and authorizing signature of the quote.

39. Discuss, consider and take appropriate action on awarding RFP T915 Construction Manager at Risk (CMAR) for the Williamson County Child Advocacy Center Annex to the best overall respondent Vaughn Construction, and authorizing the execution of agreement between Owner and CMAR. Funding Source: P530.

40. Discuss, consider and take appropriate between Williamson County and Manville Water Supply Corporation on approving the purchase of bulk water through a fire hydrant meter per the attached quote.

41. Discuss, consider and take appropriate action on publishing notice in the Williamson County Sun to notify the public that proposed amended rules for on-site sewage facilities (OSSF) in Williamson County, Texas will be discussed during the Williamson County Commissioners Court session on January 12, 2021 at 9:30 AM pursuant to Texas Health and Safety Code, Chapter 366 and Title 30, Texas Administrative Code §285.10.

42. Discuss, consider and take appropriate action on approval of the final plat for the Estates at Northgate Phase 1 Section 2 subdivision – Precinct 2.

43. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 3 Section 1 subdivision – Precinct 3.

REGULAR AGENDA

44. Discuss, consider and take appropriate action on submitting a wording change to the Texas Historical Commission for the supplemental plaque located on the south side of the Historical Williamson County Courthouse.

45. Discuss, consider and take appropriate action on reappointing Commissioner Valerie Covey to the Rivery TIRZ board.

46. Discuss, consider and take appropriate action on cancelling the Tuesday, January 5, 2021 session of the Williamson County Commissioners Court.

47. Discuss, consider and take appropriate action on holding a Special Session of the Williamson County Commissioners Court on January 1, 2021 to consider and take appropriate action on business of the county, to include and not be limited to, approving the applications for authority to appoint employees from newly elected Officials of Williamson County, approving the official bonds and oaths of newly elected Officials of Williamson County; and authorizing the payment of bills.

48. Discuss, consider, and take appropriate action on the issuance of a county wide burn ban for a period not to exceed 90 days and to authorize the County Judge the authority to lift the order banning outdoor burning if conditions improve.

49. Discuss, consider and take appropriate action on approving the purchase from Holliday Chevrolet utilizing contracted upfitter Defender Supply for three (3) 2021 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle for Williamson County EMS in the total amount of $146,230.00 per the terms of Texas SmartBuy Contract #070-A1 and authorizing the execution of the purchase.

50. Discuss, consider, and take appropriate action on exempting Stryker Medical from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for Lucas CPR Device and Maintenance Program for the Williamson County EMS and authorizing the purchase.

51. Discuss, consider and take appropriate action on exempting Wolters Kluwer Financial Services, Inc. from competitive bidding requirements per Texas Local Government Code § 262.024(a)(7)(D) captive replacement parts or components for equipment for TeamMate software and services and authorizing execution of the agreement.

52. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and possible future funding and allocation plans in relation to CARES Act funds.

53. Discuss, consider and take appropriate action on a change to the Employee Policy Manual.

54. Discuss, consider and take appropriate action on approval of a succession planning position for the 395th District Court.

55. Discuss, consider and take appropriate action on a line item transfer for the 395th District Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-001100	Non Dept/FT Salary	$11,876.48
From	0100-0409-002010	Non Dept/FICA	$908.55
From	0100-0409-002020	Non Dept/Retirement	$1,729.22
From	0100-0409-002030	Non Dept/Insurance	$1,688.00
To	0100-0439-001100	395th Dist Ct/FT Salary	$11,876.48
To	0100-0439-002010	395th Dist Ct/FICA	$908.55
To	0100-0439-002020	395th Dist Ct/Retirement	$1,729.22
To	0100-0439-002030	395th Dist Ct/Insurance	$1,688.00

56. Discuss, consider and take appropriate action on a policy exception for a new hire for the Sheriff's office effective 1/1/2021.

57. Discuss, consider and take appropriate action on either approving a list of position control numbers (PCN's) to have their vacation time, in excess of 160 hours as of 12/31/2020, paid out through the CARES funding or to extend the expanded vacation accrual deadline into 2021.

58. Receive updates on the Department of Infrastructure projects and issues.

59. Receive the December 2020 Construction Summary Report and PowerPoint Presentation.

60. Discuss, consider, and take appropriate action regarding a Supplemental to the Standard Utility Agreement with Pedernales Electric Cooperative (PEC) for utility adjustments on the CR 176 at RM 2243 project, a Road Bond project in Commissioner Pct.3.
P: 241 Funding Source: Road Bond

61. Discuss, consider, and take appropriate action regarding a Supplemental to the Standard Utility Agreement with Pedernales Electric Cooperative (PEC) for utility adjustments on the Seward Junction Southeast project, a Road Bond project in Commissioner Pct. 2.
P: 271 Funding Source: Road Bond

62. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of -$55,892.02 for the Great Oaks Water Line (QA Construction), a Road Bond project in Commissioner Pct. 1. P: 270 Funding Source: Road Bond

63. Discuss, consider and take appropriate action on an Agreement with the City of Round Rock, Texas and Williamson County Regarding Relocation of 10" City Wastewater along Hairy Man Rd.

64. Discuss, consider and take appropriate action on a Real Estate Contract with Shirley A. Pokorney a/k/a Shirley Ann Batto Pokorney regarding right of way needed on the SE Loop project (Parcel 15). Funding Source : Road Bond P463

65. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.456 acres) required for the construction of Coridor C, and take appropriate action. (J.A. Davidson Holdings, L.P., a Texas limited partnership, Pamela G. Martin, Dennis L. Davidson and Jame A Davidson, Jr.).

66. Discuss, consider and take appropriate action on an Agreement Regarding Relocation of Wastewater Line Improvements (CR 111 Project) with Orenda Education.

67. Discuss, consider and take appropriate action on a letter regarding Foreign Trade Zone Application of Warm Audio, LLC.

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)."

68. 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 SW 183 and SH 29 Loop.

b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: O'Connor Signal Project
d) Discuss the acquisition of real property: CR 278
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for CR 366.
i) Discuss the acquisition of real property for N. Mays.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of real property for future SH 29 corridor.
n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
o) Discuss the acquisition of right-of-way for Corridor C.
p) Discuss the acquisition of right-of-way for Corridor F.
q) Discuss the acquisition of right-of-way for Corridor D.
r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
y) Discuss the acquisition of the MKT Right of Way

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) Potential governmental uses for 8th Street downtown parking lot
c) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
d) Discuss property usage at Longhorn Junction
e) Discuss sale of excess 183A right of way to abutting property owner.
f) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
g) Discuss Blue Springs Boulevard
h) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

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.

69. 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
h) Project Arcos
i) Project Woods
j) Project Co-Op
k) Project Liberty
l) Project Long Haul
m) Project Bon Jovi

70. 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; American Stewards of Liberty, et al. v. David Bernhardt, et al., In the Western District Court, Western District of Texas, Austin Division.
f) 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.
g) 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
h) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
i) 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.
j) 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
k) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
l) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
m) Claim of Regina Wright.
n) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen

Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
o) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
p) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.
q) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
r) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
s) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
t) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
u) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.
v) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
w) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
x) Claim of the Estate of Okey Floyd Jones, Sr.
y) Claim, of Ramsey Mitchell.

71. 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).

72. Deliberate the appointment, evaluation and employment of the Williamson County Purchasing Agent (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

REGULAR AGENDA (continued)

73. Discuss and take appropriate action concerning economic development.

74. Discuss and take appropriate action concerning real estate.

75. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other 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; American Stewards of Liberty, et al. v. David Bernhardt, et al., In the Western District Court, Western District of Texas, Austin Division.
f) 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.
g) 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
h) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
i) 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.
j) 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
k) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
l) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
m) Claim of Regina Wright.
n) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
o) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
p) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.
q) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
r) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
s) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
t) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
u) Cause No. 20-1213-C368; Michael Klier v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas.
v) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
w) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
x) Claim of the Estate of Okey Floyd Jones, Sr.
y) Claim, of Ramsey Mitchell.

76. 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.

77. 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 11th day of December 2020 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 12/15/2020

Budget line item transfer

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's office.

Background

The line item transfer is from line item 003005 office furniture to line item 004410 bond premiums. This budget transfer for additional funds to cover the tax assessor/collector's required bonds when reelected into office. We failed to budget for the additional bond amounts in our initial budget request.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-003005	Office Furniture	$2,000.00
TO	0100-0499-004410	Bond Premiums	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/07/2020 08:35 AM
Budget Office	Ashlie Koenig	12/07/2020 08:55 AM
Form Started By: Judy Kocian		Started On: 12/04/2020 02:28 PM
Final Approval Date: 12/07/2020		

Commissioners Court - Regular Session **5.**

Meeting Date: 12/15/2020

LIT

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Human Resources.

Background

We have an opportunity to bring on a temp. hire to assist with some projects that staff has been unable to allocate time to for several months.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004100	Professional Services	3,229.50
To	0100.0402.001107	Temp Salaries	3,000.00
To	0100.0402.002010	FICA	229.50

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/07/2020 11:13 AM

Form Started By: Rebecca Clemons Started On: 12/07/2020 09:21 AM

Final Approval Date: 12/07/2020

Commissioners Court - Regular Session **6.**

Meeting Date: 12/15/2020

Line item transfer for Rcds Mgmt/Prsrv Fd-Co Wide

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

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for County Wide Records Management Fund.

Background

The forklift in the Inner Loop warehouse is over 15 years old and is in need of repairs and maintenance on the filters, cylinders, pads, display panel, lift chain adjustments, and lift pump splines. These repairs were discovered on our last quarterly maintenance check.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0390.0390.004100	Professional Services	$2,800.00
To	0390.0390.004543	Repairs to Equipment	$2,800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/07/2020 12:54 PM
Budget Office	Ashlie Koenig	12/07/2020 03:03 PM

Form Started By: Tammy McCulley Started On: 12/07/2020 11:34 AM

Final Approval Date: 12/07/2020

Commissioners Court - Regular Session **7.**

Meeting Date: 12/15/2020

FMSO LIT for PEAC Hazmat Team Station License

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Special Operations

Department: Fire Marshal Special Operations

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Fire Marshal Special Operations Department.

Background

This is a line item transfer to provide funds for PEAC hazmat team station renewal. Desktop renewal includes PEAC proprietary hazmat technical reference, hazard modeling for chemical plumes, Tier II/CERS fixed facility access and Incident Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-004718	Pre-Employment Physical	$1,750.00
To	0100-0542-004505	Software Maintenance	$1,750.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:10 AM
Budget Office	Ashlie Koenig	12/10/2020 09:39 AM
Form Started By: Hank Jones		Started On: 12/07/2020 02:04 PM
Final Approval Date: 12/10/2020		

Commissioners Court - Regular Session **8.**

Meeting Date: 12/15/2020

Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request for a line item transfer for Juvenile Services.

Background

Juvenile Services is requesting a budget line item transfer of $2,000 from Copier Rental and Supplies to Maintenance Services to cover the cost of an extended warranty for a scanner. This expense was not anticipated during budget development, but the warranty will serve to cover any needed repairs as they arise.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004621	Copier Maintenance	2000.00
To	0100.0576.004500	Maintenance Services	2000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 11:07 AM
Budget Office	Ashlie Koenig	12/10/2020 11:11 AM
Form Started By: Denise Carlson		Started On: 12/10/2020 09:46 AM
Final Approval Date: 12/10/2020		

Commissioners Court - Regular Session **9.**

Meeting Date: 12/15/2020

Property Tax Collections – November 2020

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 November 2020 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

110120-113020 GWI-RFM

110120-113020 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:29 AM
Form Started By: Renee Clark		Started On: 12/10/2020 09:11 AM
Final Approval Date: 12/10/2020		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
November 1-30, 2020

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
2020	$308,158,968.52	($43,770.51)	$308,115,198.01	$18,738,291.52	$0.00	$391.24	$277,747,689.74	$30,367,508.27	9.86%	9.86%	10.00%
2019 & Prior	$2,639,554.36	($43,541.06)	$2,596,013.30	$49,334.76	$21,686.92	$3,618.05	$2,383,153.88	$212,859.42	8.20%	10.24%	
Rollbacks	$205,016.50	$76,328.32	$281,344.82	$88,273.73	$0.00	$0.00	$106,337.68	$175,007.14	62.20%	62.20%	
Total All	$311,003,539.38	($10,983.25)	$310,992,556.13	$18,875,900.01	$21,686.92	$4,009.29	$280,237,181.30	$30,755,374.83	9.89%	9.91%	

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
2020	$29,324,429.26	($3,084.28)	$29,321,344.98	$1,783,283.66	$0.00	$37.44	$26,431,031.25	$2,890,313.73	9.86%	9.86%	10.00%
2019 & Prior	$236,694.34	($3,710.31)	$232,984.03	$5,037.74	$2,021.16	$344.94	$212,402.07	$20,581.96	8.83%	10.97%	
Rollbacks	$19,357.23	$7,160.06	$26,517.29	$8,282.43	$0.00	$0.00	$10,058.28	$16,459.01	62.07%	62.07%	
Total All	$29,580,480.83	$365.47	$29,580,846.30	$1,796,603.83	$2,021.16	$382.38	$26,653,491.60	$2,927,354.70	9.90%	9.91%	

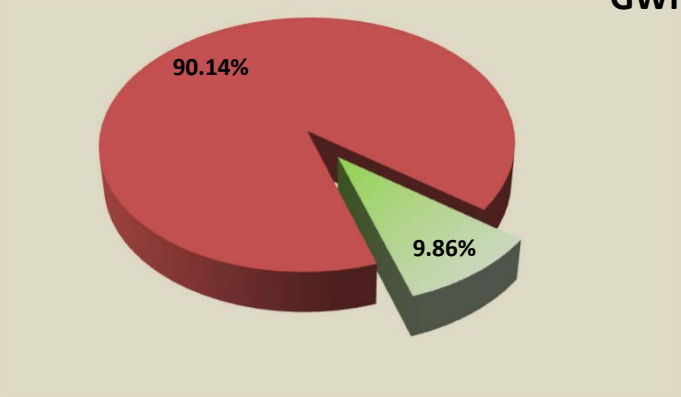
2020 COMBINED MONTHLY BREAKDOWN

Oct-20	$340,584,020.21	$48,576.33	$340,632,596.54	$13,001,526.10	$34,211.86	$4,307.92	$327,626,762.52	$13,005,834.02
Nov-20	$340,632,596.54	($59,194.11)	$340,573,402.43	$20,672,503.84	$23,708.08	$4,391.67	$306,890,672.90	$33,682,729.53

Year to Date Collection Report
November 1-30, 2020

YTD Collected YTD Uncollected

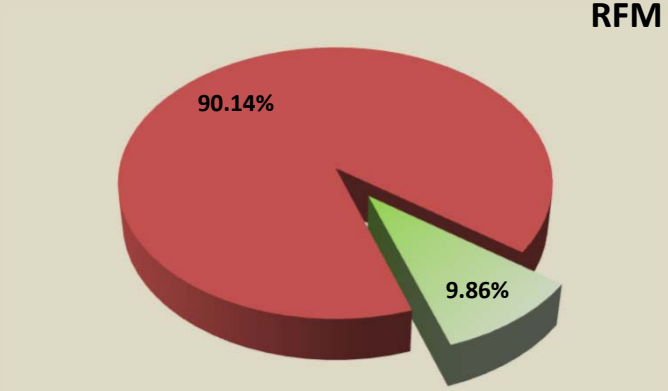
GWI



Year to Date Collection Report
November 1-30, 2020

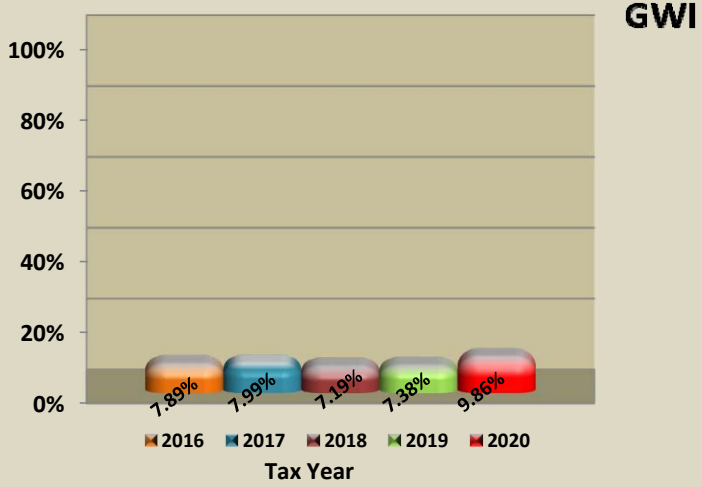
YTD Collected YTD Uncollected

RFM



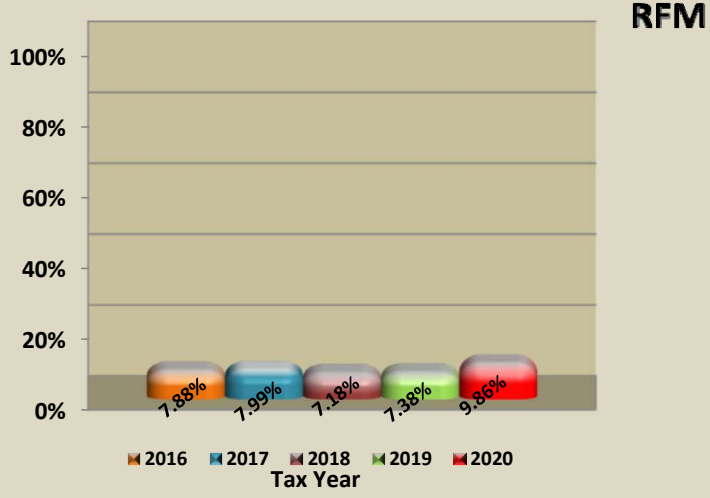
Percent of Roll Collected Comparison
2016-2020

GWI



Percent of Roll Collected Comparison
2016-2020

RFM



Commissioners Court - Regular Session **10.**

Meeting Date: 12/15/2020

County Attorney November 2020 Monthly Report

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney November 2020 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:18 AM
Form Started By: Stephanie Lloyd		Started On: 12/08/2020 01:28 PM
Final Approval Date: 12/10/2020		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of November, 2020.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 8th day of December, 2020, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J LLOYD
My Notary ID # 124247546
Expires December 6, 2022

CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	03-Nov-2020	29416	2020-0272	$ 60.00
			05-Nov-2020	29428	2019-6077 2020-0704	$ 120.00
			17-Nov-2020	29458	2020-1853	$ 60.00
			25-Nov-2020	29491	2020-0884	$ 60.00
		CO ATTY 2	20-Nov-2020	29474	2020-1705	$ 60.00
207015 Total						**$ 360.00**
341300	0406	CO ATTY HC FEES	05-Nov-2020	29428	CHECK FEE - OCT 2020	$ 265.00
341300 Total						**$ 265.00**
351000	0364	CO ATTY INTERVENTION	02-Nov-2020	29405	2020-0272 2019-6077 2020-0357	$ 1,080.00
			04-Nov-2020	29421	2020-0484 2020-0704	$ 860.00
			05-Nov-2020	29428	2019-6694	$ 360.00
			06-Nov-2020	29435	2019-5593 2020-1364	$ 860.00
			18-Nov-2020	29466	2019-5181 2019-6735	$ 1,000.00
			20-Nov-2020	29474	2019-3417 2020-1705	$ 1,000.00
			25-Nov-2020	29491	2020-0884 2020-0872 2020-0089 2020-0912 2020-0983	$ 2,080.00
			30-Nov-2020	29499	2020-0134 2020-1878	$ 860.00
		CO ATTY INTERVENTION 1	16-Nov-2020	29453	2019-6414 2020-0228 2020-1853	$ 1,220.00
		CO ATTY INTERVENTION 2	16-Nov-2020	29453	2019-1551	$ 360.00
351000 Total						**$ 9,680.00**
352200	0100	CO ATTY	23-Nov-2020	29481	20-0650-CC2, 20-0646-CC2	$ 1,500.00
		CO ATTY 1	20-Nov-2020	29474	20-0648-CC2	$ 1,600.00
352200 Total						**$ 3,100.00**
Grand Total						**$ 13,405.00**

Criminal Restitution November 2020

11/3/2020	Tu Ngoc Pham	**$ 60.00**	2019-6077	11/5/2020
11/3/2020	Elhassan Nour	**$ 60.00**	2020-0704	11/5/2020
		$ 120.00		
11/12/2020	Angel Mercado	**$ 60.00**	2020-1853	11/17/2020
		$ 60.00		
11/17/2020	Conney Bisson	**$ 60.00**	2020-1705	11/19/2020
		$ 60.00		
11/24/2020	Fidel Loza	**$ 60.00**	2020-0884	11/25/2020
		$ 60.00		
11/30/2020	Talon Kinler	**$ 60.00**	2020-0089	12/1/2020
		$ 60.00		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **10/01/2020 - 10/31/2020** **Ignore Tender Holds: No**

Final Copy

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	265.00	0.00	0.00	0.00	265.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	265.00	0.00	0.00	0.00	265.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
19-00139	Duncan, Carlo J (PID #: 401771)	CHKFEE	15.00	0.00	0.00	0.00	15.00
19-00140	Duncan, Carlo J (PID #: 401771)	CHKFEE	15.00	0.00	0.00	0.00	15.00
20-00022	Salyer, James D (PID #: 393702)	CHKFEE	25.00	0.00	0.00	0.00	25.00
20-00072	Schroder, Thomas K (PID #: 633348)	CHKFEE	75.00	0.00	0.00	0.00	75.00
20-00082	Shearer, Erica (PID #: 1702228)	CHKFEE	15.00	0.00	0.00	0.00	15.00
20-00103	Humphreys, Gayle Mcgaha (PID #: 241198)	CHKFEE	30.00	0.00	0.00	0.00	30.00
20-00108	Key, Lauren Ashley (PID #: 343332)	CHKFEE	15.00	0.00	0.00	0.00	15.00
20-00110	Kelly, Mya D (PID #: 1713993)	CHKFEE	75.00	0.00	0.00	0.00	75.00
Totals:			**265.00**	**0.00**	**0.00**	**0.00**	**265.00**

PTI November 2020

Aileene P Cole	$	360.00	2019-6694	10/26/2020
John Joseph Bothne	$	360.00	2020-0272	11/2/2020
Tu Ngoc Pham	$	360.00	2019-6077	11/2/2020
Renato Galisa Vivacqua	$	360.00	2020-0357	11/2/2020
	$	**1,080.00**		
Daniel Jones	$	360.00	2020-0484	11/4/2020
Elhassan Nour	$	500.00	2020-0704	11/4/2020
	$	**860.00**		
Carlos Sanchez	$	360.00	2019-5593	11/6/2020
David Schramm	$	500.00	2020-1364	11/6/2020
	$	**860.00**		
Andreas Kannenberg	$	360.00	2019-6414	11/13/2020
Carlos Sanchez	$	360.00	2020-0228	11/13/2020
Angel Mercado	$	500.00	2020-1853	11/13/2020
	$	**1,220.00**		
Devin McMahan	$	360.00	2019-1551	11/16/2020
	$	**360.00**		
Tank Regmi	$	500.00	2019-5181	11/18/2020
Ty Stockton	$	500.00	2019-6735	11/18/2020
	$	**1,000.00**		
Conney Bisson	$	500.00	2020-1705	11/20/2020
Vanessa Miller	$	500.00	2019-3417	11/20/2020
	$	**1,000.00**		
Talon Kinler	$	360.00	2020-0089	11/25/2020
Anita Hopmann	$	500.00	2020-0912	11/25/2020
Casey Griffin	$	360.00	2020-0983	11/25/2020
Eduardo Flores	$	360.00	2020-0872	11/25/2020
Fidel Loza	$	500.00	2020-0884	11/25/2020
	$	**2,080.00**		
Antowain Jamal Brown	$	360.00	2020-0134	11/30/2020
Jaime Zavala	$	500.00	2020-1878	11/30/2020
	$	**860.00**		

Commissioners Court - Regular Session **11.**

Meeting Date: 12/15/2020

Justice of the Peace 4 November 2020 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, November 2020 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM NOV 2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:20 AM
Form Started By: Veronica Bolander		Started On: 12/09/2020 09:28 AM
Final Approval Date: 12/10/2020		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, on my oath, state that the attached report of money collected is a true and correct report for the month of November 2020.

APPROVED
By Stacy Hackenberg at 2:57 pm, Dec 08, 2020

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

JUSTICE COURT PRECINCT 4
WILLIAMSON COUNTY, TEXAS

Payment Report - Transaction/Adjustment Detail

Transaction Date: **11/01/2020 - 11/30/2020** Case Categories: **All**
Locations: **JP4**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**15,310.60**	**15,310.60**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**15,310.60**	**15,310.60**
Tender Method Summary			
Tender Types	Cash	200.00	200.00
	Certified Payments Credit Card	5,451.60	5,451.60
	Check	503.00	503.00
	E-File Credit Card	9,156.00	9,156.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2020 - 11/30/2020** Case Categories: **All**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	98.60
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	4,413.27
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	2,170.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	39.96
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	15.00
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	2,471.27
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	810.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	286.02
	0100 - General Fund Total:	**10,304.12**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	2.79
	0361 - JP Security Fund Total:	**2.79**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	3.50
	0369 - JP-4 Truancy Program Fund Total:	**3.50**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	2.80
	0372 - Justice Court Technology Fund Total:	**2.80**

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2020 - 11/30/2020** Case Categories: **All**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,620.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	27.98
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	1,266.69
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	2.80
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	4.20
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	54.82
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	630.03
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	1.39
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-4-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	972.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	400.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	17.48
	0399 - State Agency Fund Total:	**4,997.39**
	Fee Totals for All Funds:	**15,310.60**

Payment Report - Fee Code Summary

Transaction Date: **11/01/2020 - 11/30/2020** Case Categories: **All**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	51.32	11	0.00	0	0.00	0	51.32	11
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	45.83	10	0.00	0	0.00	0	45.83	10
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	1,266.69	22	0.00	0	0.00	0	1,266.69	22
2020CDF	Compliance Dismissal Fine	10.00	1	0.00	0	0.00	0	10.00	1
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	32.64	4	0.00	0	0.00	0	32.64	4
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	286.02	22	0.00	0	0.00	0	286.02	22
2020LTF	Local Traffic Fine (TC 542.403)	37.80	16	0.00	0	0.00	0	37.80	16
2020STF	State Traffic Fine (TC 542.4031)	630.03	16	0.00	0	0.00	0	630.03	16
2020TPF	Time Payment Fee CCP 102.030	15.00	1	0.00	0	0.00	0	15.00	1
AFCA4	Arrest/Service Fee - Const. Pct. 4	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	3.50	1	0.00	0	0.00	0	3.50	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	27.98	1	0.00	0	0.00	0	27.98	1
CCOP	Civil Copies	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	2,471.27	22	0.00	0	0.00	0	2,471.27	22
CHS	Courthouse Security Fee (CCP 102.017)	2.08	1	0.00	0	0.00	0	2.08	1
CHSJC	JP Security Fee (CCP 102.017)	0.71	1	0.00	0	0.00	0	0.71	1
CJS	Criminal Judicial Support Fee (LGC 103.105)	4.20	1	0.00	0	0.00	0	4.20	1
COLLFEE	Collection Agency Fee	98.60	1	0.00	0	0.00	0	98.60	1
CONT4	Constable Service Fee Pct #4	1,120.00	12	0.00	0	0.00	0	1,120.00	12
EFF	Electronic Filing Fee	1,620.00	162	0.00	0	0.00	0	1,620.00	162
IDF	Indigent Defense Fee (LGC 133.107)	1.39	1	0.00	0	0.00	0	1.39	1
ISF	Indigent Legal Services Fee	972.00	162	0.00	0	0.00	0	972.00	162
JCF	Civil Filing Fee	4,050.00	162	0.00	0	0.00	0	4,050.00	162
JCTF	Judicial/Court Training Fee Due to State	810.00	162	0.00	0	0.00	0	810.00	162
JCTF	Justice Court Technology Fee (CCP 102.0173)	2.80	1	0.00	0	0.00	0	2.80	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	2.80	1	0.00	0	0.00	0	2.80	1
JTP	Juvenile Truancy Program (CCP 102.0174)	3.50	1	0.00	0	0.00	0	3.50	1
OPAY	Over Payments > $10	200.00	1	0.00	0	0.00	0	200.00	1
SFMCWV	State Fine - Motor Carrier Weight Violation	400.00	1	0.00	0	0.00	0	400.00	1
TP	Time Payment Fee	17.48	1	0.00	0	0.00	0	17.48	1

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2020 - 11/30/2020** Case Categories: **All**
Locations: **JP4**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
WARC4	Warrant Fee - Constable Pct. 4	34.96	1	0.00	0	0.00	0	34.96	1
WPOSS	Writ of Possession	35.00	7	0.00	0	0.00	0	35.00	7
WSF4	JP4 - Writ Service Fee	1,050.00	7	0.00	0	0.00	0	1,050.00	7
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		15,310.60	815	0.00	0	0.00	0	15,310.60	815

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 11/01/2020-11/30/2020

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$286.02	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$100.11		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$102.15		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$81.72		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$2.04		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$286.02	$286.02			100.000000%
Collected	$286.02				

Commissioners Court - Regular Session **12.**

Meeting Date: 12/15/2020

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	12/09/2020 07:45 PM
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:21 AM
Form Started By: Kayla Marek		Started On: 12/09/2020 05:02 PM
Final Approval Date: 12/10/2020		

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Commissioner 4 - admin	Office Spec Sr Pct 4.0261.001100.	15017	$42,879.14	3.00%	$1,286.37	MERIT	25-Dec-20
Commissioner 4 - admin	Exec Asst Com 4.0260.001100.	14885	$61,208.68	3.00%	$1,836.26	MERIT	25-Dec-20
Justice of the Peace 3	Court Clerk I.0999.001100.	14436	$32,999.99	2.00%	$660.00	MERIT	25-Dec-20

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0214	001100	3,122.63	
01	0100	0214	001130		3,122.63
01	0100	0453	001100	660.00	
01	0100	0453	001130		660.00

Commissioners Court - Regular Session **13.**

Meeting Date: 12/15/2020

ESD 5 Reappointment of Charles Ashby and David Bray

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

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Charles Ashby and David Bray to the ESD #5 board with the term to commence immediately and continue until December 31, 2022.

Background

This is a two-year extension on their previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:17 AM
Form Started By: Debra Babcock		Started On: 12/08/2020 12:55 PM
Final Approval Date: 12/10/2020		

Commissioners Court - Regular Session **14.**

Meeting Date: 12/15/2020

ESD 6 Reappointment of LD Cheatheam and Susie Fontenot

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

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing LD Cheatheam and Susie Fontenot to ESD #6 board with the term to commence immediately and continue until December 31, 2022.

Background

This is a two-year extension on their previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:17 AM
Form Started By: Debra Babcock		Started On: 12/08/2020 01:03 PM
Final Approval Date: 12/10/2020		

Commissioners Court - Regular Session **15.**

Meeting Date: 12/15/2020

ESD 7 Reappointment of Laura Anderson and Keith Couch

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

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Laura Anderson and Keith Couch to ESD #7 board with the term to commence immediately and continue until December 31, 2022.

Background

This is a two-year extension on their previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:18 AM
Form Started By: Debra Babcock		Started On: 12/08/2020 01:08 PM
Final Approval Date: 12/10/2020		

Commissioners Court - Regular Session **16.**

Meeting Date: 12/15/2020

ESD 8 Reappointment of Lisa Birkman and Bobby Bunte

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

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Lisa Birkman and Bobby Bunte to ESD #8 board with the term to commence immediately and continue until December 31, 2022.

Background

This is a two-year extension on their previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:22 AM
Form Started By: Debra Babcock		Started On: 12/08/2020 01:16 PM
Final Approval Date: 12/10/2020		

Commissioners Court - Regular Session **17.**

Meeting Date: 12/15/2020

ESD 9 Reappointment of Alan Forster and Michael Garcia

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

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Alan Forster and Michael Garcia to ESD #9 board with the term to commence immediately and continue until December 31, 2022.

Background

This is a two-year extension on their previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:22 AM
Form Started By: Debra Babcock		Started On: 12/08/2020 01:21 PM
Final Approval Date: 12/10/2020		

Commissioners Court - Regular Session **18.**

Meeting Date: 12/15/2020

WCHC Bylaws

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Williamson County Historical Commission's bylaw revisions.

Background

The WCHC met via teleconference to approve the bylaw revisions in October 2020. The Texas Historical Commission mandates that the WCHC have their bylaws approved by the County's governing body.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCHC Bylaws

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:36 AM
Form Started By: Rachel Rull		Started On: 12/03/2020 09:58 AM
Final Approval Date: 12/10/2020		

WILLIAMSON COUNTY
HISTORICAL COMMISSION

~~FIRST~~ ~~AMENDED~~

BY-LAWS OF THE WILLIAMSON COUNTY HISTORICAL COMMISSION

P. O. Box 2521, Georgetown, TX 78627

ARTICLE I: AUTHORITY AND NAME

1.01 The existence and operation of a county historical commission is ~~authorized~~ governed by the State of Texas under Chapter 318 of the Texas Local Government Code, as amended. Such a county historical commission is not required to incorporate as a non-profit organization as it is a political subdivision and part of county government.

1.02 The Williamson County Historical Commission, hereinafter referred to as the "WCHC", is ~~The organization~~ designated to coordinate and supervise historic preservation under the direction of the Williamson County Commissioners Court ~~shall be known as~~.

1.03 The principal office of the WCHC shall be located ~~at~~ in Williamson County. ~~*716 S. Austin Ave., Georgetown, TX 78626*~~

ARTICLE II: PURPOSE AND POLICY

2.01 The purpose of the WCHC shall be to preserve, protect and promote history within the county and to that end the WCHC shall:

a) support, whenever possible, ~~the~~ programs suggested by the commissioners court and ~~of~~ the Texas Historical Commission, and when appropriate, communicate and cooperate with similar organizations in the Central Texas region and adjacent counties for the preservation of the county's historic cultural resources;

b) conduct continuing programs of historical marker recommendations and placements in accordance with the Texas Historical Commission requirements;

c) promote the preservation of historic cemeteries;

d) make recommendations to the Williamson County Commissioners Court for property acquisition, real or personal, which is of historical significance;

~~**e)** sponsor and encourage the work of Williamson County Junior Historians;~~

f) maintain historical marker files for the public;

g) comply with all the requirements of Chapter 318 of the Texas Local Government Code; and

h) Conduct oral history interviews, record talks, and document written submissions related to Williamson County history and make available for public assess.

2.02 Williamson County Historical Museum, Inc. (Museum) will provide dedicated space inside the Museum for WCHC's archived materials. WCHC will provide an advisory role (solely) in assisting the Museum in preserving county history.

ARTICLE III: MEMBERSHIP

3.01 Eligibility. The membership of the WCHC shall be composed of at least seven (7) Williamson County citizens who have demonstrated an interest in the preservation of Williamson County's historical heritage and an understanding of local history and resources. The voting membership shall reside in Williamson County, Texas. Members are expected to be active on at least one committee and contribute toward the fulfillment in Article II above. ~~If the Commission membership consists of more than seven (7) Williamson County residents, the Williamson County Commissioners Court shall have the discretion to appoint non-residents as voting members to the Commission. To be considered for Commission membership, those residing outside of Williamson County must demonstrate a strong interest in Williamson County history and have family connections to or former residence in Williamson County.~~

Non-resident members ~~shall not make up a majority of the voting Commission membership. Others~~ interested in preserving Williamson County history but residing outside of the ~~Williamson~~ county can serve as ~~non-voting~~ Associate Members. Associate members will have responsibilities similar to those of "regular" members with the exception that they will serve as non-voting members of the WCHC.

In making recommendations to the County Commissioners Court for consideration of appointments, the WCHC shall seek to have every geographical section of the county represented on the WCHC. The voting WCHC ~~commission~~ membership should be balanced between gender, ethnicity, and age. Voting members must be 18 years of age or older.

Prospective members shall complete and submit to their precinct county commissioner the "Formal Request for Appointment to WCHC" form located on the Williamson County commissioners' webpage. All members must be approved by the Williamson County Commissioners Court. ~~Names of prospective members shall be presented quarterly or as needed to the Williamson County Commissioners Court.~~

~~Individual~~ Members can be removed ~~by three-fourths (3/4) of the entire voting membership of the WCHC~~ at any time for just cause ~~or~~ at the sole discretion of the Williamson County Commissioners Court.

3.02 Term. Membership shall be appointed by the Williamson County Commissioners Court during the month of January of odd-numbered years and such appointed members shall serve for two year terms. ~~The Williamson County Commissioners Court shall fill a vacancy on the WCHC for the remainder of the outgoing member's term.~~ Members may be reappointed but should indicate their willingness to continue to serve by communicating with the Chairperson, Secretary or another officer. A member absent for a period of three (3) consecutive meetings or absent four (4) meetings in a fiscal year shall be documented by the Chair with the member's precinct County Commissioner and/or County Judge to discuss the issues that affect a member's willingness or ability to serve on the WCHC. ~~reclassified as an Associate Member without voting power. Such reclassified Associate Members may be restored to regular active membership when attendance and/or work resumes. After a period of twelve (12)~~

~~months without official communication with an officer of WCHC, Associate Members may be removed from the membership roll.~~

3.03 Resignation. Resignation from the WCHC may be accepted after a letter of resignation has been read into the official minutes by either the Chairperson or Secretary and forwarded to the Williamson County Commissioners Court. ~~As set forth above,~~ The Williamson County Commissioners Court ~~shall~~ may fill a vacancy on the WCHC for the remainder of the resigning member's term.

3.04 Ex-Officio Members. Ex-Officio, non-voting members may include the County Judge~~,~~ and the County Commissioners~~, sponsors of Junior Historian groups, and representatives of related organizations~~.

ARTICLE IV: OFFICERS

4.01 Enumeration, Election, and Term. The officers of the WCHC shall consist of a Chairperson, Vice-Chairperson, ~~Historical Marker Chairperson,~~ Secretary and Treasurer. These officers shall be elected by a majority vote of the members present at the January meeting of odd-numbered years. This slate of officers will be presented to the Williamson County Commissioners Court in January for approval. Upon approval of the Williamson County Commissioners Court, officer terms shall be for two years. Officers elected in-term will serve until the November meeting of the next even numbered year.

4.02 Chairperson. The Chairperson shall be the Executive Officer for the WCHC whose responsibility shall be to preside at all meetings; appoint standing committees, task forces, and their chairperson; report to the Williamson County Commissioners Court ~~quarterly~~ at least annually or as frequently as the Court deems necessary on the activity and progress of the WCHC.

4.03 Vice-Chairperson. The Vice-Chairperson shall preside at the meetings in the absence of the Chairperson; and, in the event the Chairperson is no longer able to serve in that capacity, the Vice-Chairperson shall possess all the duties and responsibilities of the Chairperson until a new Chairperson is appointed.

4.04 Secretary. The Secretary shall notify members of all meetings; keep an accurate record of attendance; record the minutes of the meetings; and perform such other duties normally pertaining to the office.

4.05 Treasurer. The Treasurer shall receive any monies given to or earned by the WCHC; ~~shall act as custodian for these monies and~~ deposit funds with the County Treasurer; ~~them in the WCHC bank account;~~ present accurate accounting of the funds at each meeting; ~~disburse funds~~ process requests for payments approved by ~~upon approval of~~ the WCHC with the County Treasurer for payment; and perform such other duties as normally pertain to the office.

~~**4.06** Historical Marker Chairperson. The Historical Marker Chair serves as the sole liaison for the public with the Texas Historical Commission (THC) throughout the historical marker process, from the online submittal of the application to the review and approval of the inscription.~~

4.06 Nominations and Election Procedure. ~~Nominations for these offices shall be made by a committee composed of three appointed members.~~ Officer nominations shall be made and presented to the general membership at the January meeting of odd-numbered years. In the event more than one

candidate is nominated for an office, election shall be by written ballot. A majority vote of all members qualified to vote shall constitute election. Proxy or absentee voting will not be allowed in officer elections.

4.07 Resignation and Vacancy. An officer may resign the office while not necessarily resigning membership on the WCHC by submitting a letter to the WCHC, which shall be read into the official minutes. Vacancies occurring in any office other than the Chairperson shall be filled for the remainder of the term by electing a substitute at the regular meeting following the resignation. Vacancy in the office of Chairperson shall be filled by appointment by the County Judge. The elected officer shall fill out the remainder of the vacating officer's regular term.

ARTICLE V: FINANCIAL ADMINISTRATION

5.01 Fiscal Term. The fiscal term for the WCHC shall coincide with that of the Williamson County Commissioners Court.

5.02 Budget. The proposed budget for the ensuing year shall be prepared by the Budget Committee and presented in writing to the general membership of the WCHC ~~at the June meeting~~. Once the general membership of the WCHC approves the proposed General account budget, the WCHC shall then present the proposed budget to the Williamson County Commissioners Court for consideration and approval through the Williamson County Auditors Office per the county budget deadlines. The Budget Committee shall consist of the Treasurer, who shall serve as the committee chairperson, along with at least two appointed members.

5.03 Allocations. Funds shall be disbursed by the Treasurer ~~upon authorization by the general membership~~ that directly relates to the business of the WCHC generally as budgeted. The Chair is empowered to expend sums of up to $300.00, at his or her discretion on the business of the WCHC. Amounts in excess of $300.00 will require the consent of the WCHC membership either by email or in a regular meeting.

5.04 Receipt of Gifts. The WCHC shall be authorized to accept gifts of money and other property from any source for use in the furtherance of its lawful purposes. The Williamson County Auditor has set up a Program account at the county depository for fundraising revenue and expenses, and a Donation account at the county depository for gifts designated to historical purposes.

5.05 Public Accountability. The Williamson County Auditor or its designated agent shall have the right to audit the financial records of the WCHC at any time.

5.06 Historical Markers. Payment for historical markers within the county will be paid for by the property owner or an organization or individual sponsoring the site. The WCHC Budget Committee may budget funds for marker restoration under special circumstances.

5.07 Record Retention & Destruction Policy. WCHC shall have a written Record Retention & Destruction Policy that follows Williamson County's policies and the Texas State Library & Archives Commission retention schedules.

ARTICLE VI: MEETINGS

6.01 Regular Meetings. There shall be a minimum of ~~six (6)~~ four (4) regular meetings per year for the general membership as specified by the State of Texas under Chapter 318 of the Texas Local Government Code, as amended ~~Texas Historical Commission~~. The date, time and place shall be determined by WCHC. Meeting notification shall be by mail, phone or e-mail. Meeting agendas will be filed for record with the County Clerk's Office 72 hours prior to each meeting and emailed to each member prior to the meeting.

~~**6.02** Organizational Planning. A planning meeting shall be held once each year; specific date, time and place shall be set by WCHC recommendations. The purpose of this meeting shall be to form a well-balanced program of work to encourage participation of all commission members; and to consider any other such business as is proper.~~

6.02 Quorum. A quorum shall be required for the transaction of business at any meeting. ~~A quorum shall be composed of not less than a simple majority of the total voting membership, which must also include at least two officers.~~ A majority of members constitutes a quorum. Non-voting members will not be included in determining a quorum.

6.03 Parliamentary procedure. Parliamentary procedure will be according to Robert's Rules of Order, Newly Revised.

6.04 Special Meetings. ~~It is the policy of the WCHC to meet once every other month in regular session.~~ One-third of the voting membership may request special meetings if necessary to conduct business between regular meetings.

6.05 Open Meetings Act. All meetings of the WCHC shall be conducted in accordance with the Open Meetings Act ~~law~~, Chapter 551, Texas Government Code, as amended.

ARTICLE VII: COMMITTEES AND TASK FORCES

7.01 The Chairperson of the WCHC shall appoint a chairperson for each of the standing committees and task forces as needed. The chairpersons for the committees shall serve the same term as the officers. Members of the WCHC will be encouraged to join a committee in accordance with the member's preference. ~~Outside advisors or counselors may serve as non-voting committee members.~~

7.02 Standing committees. ~~In accordance with the recommendations of the Texas Historical Commission,~~ The following ~~five (5)~~ committees shall be on-going:

~~a) **Historical Preservation** – support the Williamson County Historical Museum; write or update county history; reprint scarce historical materials and publications; assist in the preservation of historic buildings, sites and historic cemeteries.~~

a) **Historical Markers** – ~~study, survey, research and review subjects and sites for possible marking; prepare and submit appropriate applications;~~ Upon receipt of historical marker application, WCHC reviews, approves & forwards application to Texas Historical Commission during the annual "open application period". As necessary, assist the public with applications for the historical markers and Historic Texas Cemetery designation. The WCHC chair or marker chair (appointed by the WCHC chair) serves as the sole liaison with the Texas Historical Commission throughout the marker process. Update and maintain marker lists and marker files in cooperation with the ~~Williamson County Historical~~ Museum to make them accessible to the

public; secure locations and obtain permission for erecting markers. See the Marker Chair Job Description located on Texas Historical Commission's website for up-to-date details and changes.

~~c) **History Appreciation** – promote Texas and County History Appreciation through appropriate activities, programs or announcements; publicize Commission work; cooperate with schools and civic organizations, as well as other historical societies, on county history programs, historical tours, dedications, commemorations and observances, and promote Junior Historian activities.~~

b) **Finance and Budget** – prepare budget for adoption by WCHC voting members and present proposed budget to the County Commissioners Court through the Williamson County Auditors Office; ~~raise private funds to supplement that which was allocated by Williamson County Commissioners Court as is necessary;~~ monitor Treasurer's records when requested by the WCHC by two-thirds vote of the total voting membership.

~~e) **Advisory** – provide advice and direction on citizen interests; serve as liaison between WCHC and others seeking advice, assistance, support or sponsorship for history-related projects and programs.~~

c) **Website** - ensure accuracy to the extent possible for information entered onto the website (wilcohistory.org) and any information shared with the public through various media. Subject to majority vote of WCHC members, only information related to WCHC's primary objectives and website subcategories will be accepted for entry onto the website. They are: markers, cemeteries, oral histories, speaker events, memorial bricks, appropriate historical properties, town histories, and other historical topics. Information submitted for consideration shall be verified and sources to the extent possible. Submittals should be forwarded to the Chair of the Website Committee. Final decision for website appropriateness will be made by the committee and/or WCHC. The following will be submitted to the Website Committee Chair as soon as available:

Secretary - ratified monthly meeting minutes.
Oral History Chair - oral history summary, photos, and transcribed transcript in pdf and mp3+ formats.
Cemetery Chair - cemetery updates.
Historical Marker Chair - marker updates and Texas Historical Commission approvals.
Memorial Brick Program Chair - changes to the brick program and ongoing results.
Speakers Chair - details about upcoming events.
Commission Chair - changes to membership, committee chairs and any information related to the commission that can be shared with the public.
Commission Members - concerning any information or links related to website subcategories for web entry consideration.

d) **Community Survey/Census** - identify the ten most endangered historical properties in each town in Williamson County; identify and interview opinion leaders and historical groups for help in the selection.

e) **Oral History** – record and preserve diverse experiences of current or former Williamson County residents from various backgrounds, particularly those whose experiences are deemed rare or in decline; and promote and educate people about the value of oral history, especially those students and others who can participate in the process of preserving historical experiences as told by individuals who lived, experienced, or witnessed them.

f) **Properties** - (properties covers a wide assortment ranging from bridges to historical buildings) advise, consult and provide limited assistance with appropriate property situations within

Williamson County that have asked for guidance or as the committee determines that there is a need.

g) **Historic Talks** - raise private funds, for WCHC activities to supplement that which was allocated by the Williamson County Commissioners Court, once annually host a speaker event featuring well-known or distinguished individuals to present history-related topics.

h) **Bricks** – market and sell bricks to be installed on the walkways surrounding the Williamson County Courthouse. Proceeds from sales will go to support the activities of the Commission.

i) **Cemeteries** - provide information on cemeteries in Williamson County regarding location, ownership, and condition of cemeteries within the county; preserve historical cemeteries in the county with the help of volunteers; maintain selected abandoned cemeteries, often containing the remains of veterans; provide opportunities for church groups, clubs and individuals to participate in the cleaning and maintenance of old cemeteries.

7.03 Special Committees or Task Forces. The Chairperson of WCHC may appoint chairpersons and members of special committees which will serve to accomplish a specific goal or project. Each committee will be terminated at the completion of the goal or project unless otherwise directed by the WCHC.

ARTICLE VIII – AMENDMENTS

8.01 These by-laws may be amended by two-thirds (2/3) vote of all voting members provided the amendments were submitted in writing to the general membership two weeks prior to that meeting and are approved by the WILLIAMSON COUNTY COMMISSIONERS COURT.

ARTICLE IX – DISSOLUTION

9.01 If the WCHC should be dissolved by vote of the Williamson County Commissioners Court, the property and records of the WCHC shall become the property and records of the WILLIAMSON COUNTY COMMISSIONERS COURT who will ensure that the records are made available to the public or transferred to an organization with a similar mission.

Originated in 1979
Amended in 1986
Amended in 2005
Amended in April 2009

~~**ADOPTED**~~ **AMENDED** by ~~the Committee for~~ the Williamson County Historical Commission on October 8, 2020 and **affirmed** by the Williamson County Commissioners Court on _____ ____, 20____.

By: _____
Printed Name: Eloise Brackenridge
Title: Chairperson of the Williamson County Historical Commission

By: _____
Printed Name: Bill Gravell, Jr.
Title: Williamson County Judge

Commissioners Court - Regular Session **19.**

Meeting Date: 12/15/2020

Bluebonnet Trails COVID 19 Addendum

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving an Addendum between Williamson County and Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronarvirus Disease (COVID 19) pandemic.

Background

The Commissioners Court approved an increase in this agreement of $924,125.00 on December 8, 2020. This addendum ratifies that approval. This is for Private Psychiatric Hospital Beds Necessary During COVID 19.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bluebonnet Trails COVID 19 Addendum

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:08 AM
Form Started By: Julie Kiley		Started On: 12/10/2020 09:43 AM
Final Approval Date: 12/10/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR INTERLOCAL AGREEMENT ON PRIVATE PSCYCHIATRIC HOSPITIAL BEDS NECESSARY DURING COVID-19 (Bluebonnet Trails Community Services)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services** (hereinafter "BTCS"), a political subdivision of the State of Texas, acting herein by and through its governing body. The County agrees to engage BTCS as an independent contractor, to assist in providing certain operational services pursuant to the following additional terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. Original Agreement approved by Williamson County Commissioners Court on August 4, 2020, including attachment(s); and
B. This Williamson County Addendum.

II.

Compliance with All Laws: BTCS agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

III.

Attachment "A" Allowable Expenses: This amendment will change the allowable expenses set forth on Attachment "A" to add and cover allowed additional costs with a revised total not-to-exceed amount of one million four hundred twenty-four thousand one hundred twenty-five dollars ($1,424,125.00).

IV.

In all other respects, the Interlocal Agreement is reaffirmed.

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

WILLIAMSON COUNTY:

_____
Authorized Signature
Date: _____, 2020

BLUEBONNET TRAILS COMMUNITY SERVICES:

_____
Authorized Signature
Date: December 8, 2020

Bluebonnet Trails Community Services

Month	Private Psych Beds > 5.3 State-Funded Beds/Day		Daily Rate	Cost	
	Adults	Youths			
Mar 16-31 2020	13.9	4.0	$ 625.00	$ 11,187.50	
Apr 01-30 2020	17.4	2.7	$ 625.00	$ 12,562.50	
May 01-31 2020	108.4	43.4	$ 625.00	$ 94,875.00	
Jun 01-30 2020	267.0	51.0	$ 625.00	$ 198,750.00	
Jul 01-31 2020	323.7	55.0	$ 625.00	$ 236,687.50	<-- The **total award of $500,000** was
Aug 01-31 2020	297.7	33.0	$ 625.00	$ 206,687.50	expended on July 24, 2020 for
Sep 01-30 2020	220.0	61.0	$ 625.00	$ 175,625.00	Williamson County Families
Oct 01-31 2020	190.7	61.0	$ 625.00	$ 157,312.50	
Nov 01-30 2020	201.0	67.0	$ 625.00	$ 167,500.00	
Dec 01-31 2020	200.7	60.0	$ 625.00	$ 162,937.50	<--Projection of Bed Days - December 2020
	1840.5	438.1		$ 1,424,125.00	
			Amount Paid:	$ 500,000.00	<--Paid by Williamson County CARES Act Funding
			Projected Cost:	$ 924,125.00	<--Projected Balance through 12/31/2020

Note 1: Bluebonnet Trails Community Services won competitive funding through the state paying for 5.3 private psychiatric hospital beds at a rate of $625/bed for each day of the year. This is a combined number of privated psychiatric hospital beds to serve children and adults in our eight county area - including Williamson County residents. Bluebonnet Trails Community Services was awarded CARES Act funding by the Williamson County Commissioners Court to serve Williamson County residents in need of this intensive level of crisis care offered through private psychiatric hospitals during the COVID-19 pandemic. The award period is designated as March 16, 2020 through December 31, 2020.

Note 2: Bluebonnet Trails Community Services was awarded CARES Act funding by the Williamson County Commissioners Court to serve Williamson County residents in need of this intensive level of crisis care offered through private psychiatric hospitals during the COVID-19 pandemic. The award period is designated as March 16, 2020 through December 31, 2020.

Note 3: Williamson County paid $500,000 supporting Williamson County lives extending psychiatric hospitalization care for Williamson County families from March 16, 2020 through July 24, 2020.

Note 4: The projection for additional costs serving Williamson County residents from July 25, 2020 through December 31, 2020. Key for consideration is the projection of bed use during December 2020 (calculated on 12/2/2020).

Commissioners Court - Regular Session **20.**

Meeting Date: 12/15/2020

We Are Blood COVID 19 Agreement

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving an Agreement between Williamson County and We Are Blood in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID 19) pandemic.

Background

Funding in the amount of $63,351 was approved in Commissioners Court on November 24, 2020 for We Are Blood from the CARES Act Funding. This agreement ratifies that approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

We Are Blood COVID 19 Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:15 AM
Form Started By: Julie Kiley		Started On: 12/10/2020 09:52 AM
Final Approval Date: 12/10/2020		

DocuSign Envelope ID: EA5B7979-5B08-492B-91BE-7C376ECFE15C

WILLIAMSON COUNTY
SOCIAL SERVICE
FUNDING AGREEMENT
WITH
WE ARE BLOOD

This Social Service Funding Agreement ("the Agreement"), is made by and between **Williamson County, Texas** (the "County") located at 710 Main Street, Georgetown, Texas 78626, and the **We Are Blood** (the "Agency"), a non-profit corporation, located at 4300 N. Lamar Blvd, Austin, TX 78756.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to assist in the payment of utilities for families affected by COVID-19; and

WHEREAS, the Agency would like to request funding from the County made available under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the CARES Act funds.

NOW, THEREFORE, WITNESSETH:

:

1. **Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.

2. **Effective Date.** The effective date of this Agreement ("Effective Date") is the latest date that either party executes this Agreement, or the date this Agreement has been finally approved by

the County. Agency understands that this Agreement is dependent upon the approval of the County.

3. **Term**. The term of this Agreement is from the Effective Date to December 30, 2020.

I.

GENERAL OVERVIEW

1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19.

1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").

1.3 Distribution of Funds. The County will pay the total sum of Sixty-Three Thousand, Three Hundred Fifty-One Dollars and no/100 cents ($63,351.00) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that $63,351.00 of COVID-related expenditures as outlined in Exhibit "A" will be incurred by December 31, 2020.

II.

AGENCY PERFORMANCE REQUIREMENTS

2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the CARES Act funds consistent with the terms and conditions of this Agreement and the Act.

2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.

2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditors office all necessary invoicing and

appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein. Despite this agreed upon payment, Agency agrees to return to the County the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.

2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over $63,351.00.

IV.

GENERAL CONDITIONS

4.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.

4.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

4.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

4.4. Venue and Law. Venue for any legal action related to this Agreement is in Williamson County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

DocuSign Envelope ID: EA5B7979-5B08-492B-91BE-7C376ECFE15C

4.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior Agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

4.6. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.

4.7. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.

4.8. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

4.9 Notices. Notices required by this Agreement are as follows:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Agency:

We Are Blood
4300 N. Lamar Blvd.
Austin, TX 78756

(SIGNATURE PAGE FOLLOWS)

DocuSign Envelope ID: EA5B7979-5B08-492B-91BE-7C376ECFE15C

WILLIAMSON COUNTY, TEXAS.

William Gravell, Jr.

ATTEST:

Nancy Rister , County Clerk

Date:

WE ARE BLOOD

DocuSigned by:
By: Marian Garrard
628F1E0A02C041F...

Its: EVP/COO

Date:
12/9/2020

DocuSign Envelope ID: EA5B7979-5B08-492B-91BE-7C376ECFE15C

ATTACHMENT A

We Are Blood Proposal Expenses Incurred Before December 30, 2020

We Are Blood anticipates incurring $117,595 in expenses during 2020 for the project funding measures outlined in the proposal approved by Williamson County. The $63,351 awarded by Williamson County would be used to cover those expenses incurred before December 30, 2020. The anticipated expenses are explained in detail below.

ALYX Machines Expenses

We Are Blood ordered the two ALYX machines (aphaeresis plasma collection systems) on 11-19-2020 incurring expenses in the amount of $59,284 with an anticipated delivery date before 12-30-2020. These machines will allow us to collect COVID-19 Convalescent Plasma (CCP) at mobile blood drives and on mobile buses.

Antibody Testing Expenses

We Are Blood anticipates incurring $58,311 in antibody test expenses before 12-30-2020.

We Are Blood began testing all CCP donations for antibodies on 9-3-2020 screening all blood and platelet donations on 10-28-2020. Each CCP donation is tested with both an antibody screening test and an antibody titer level test. Each general blood or platelet donation is tested with an antibody screening test. Each general donation that tests positive with an antibody screening test will then receive an antibody titer level test. The cost of an antibody-screening test is $4.50 per donation tested. The cost of an antibody titer level test is $17.50 per donation tested.

As of 12-2-2020, We Are Blood has conducted 5,565 antibody screening tests and 713 antibody titer tests. Expenses incurred through 12-2-2020 are $25,042.50 on antibody screening tests and $12,477.50 on antibody titer testing for total expenses of $37,520 in antibody testing.

From 12-3-2019 to 12-30-2019, We Are Blood collected donations from 4,138 individuals. Anticipating that We Are Blood will collect donations from a similar number of donors through the same period in 2020, We Are Blood will incur an additional $18,621 in expenses for antibody screening tests. If 3% of those donations test positive and are then titer level antibody tested, 124 donations of those donations will receive titer level testing at $2,170. These projections will mean an additional $20,791 in antibody testing expenses anticipated to incur before December 30, 2020 for a total of $58,311 in antibody expenses this calendar year.

Commissioners Court - Regular Session **21.**

Meeting Date: 12/15/2020

Lifesteps COVID 19 Agreement

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving an Agreement between Williamson County and LifeSteps Council on Alcohol and Drugs in relation to the Wilco Forward Grant Program that is funded through the CARES act for response to the Coronavirus Disease (COVID 19) pandemic.

Background

The Commissioner Court Approved funding LifeSteps on December 8, 2020. This is to reimburse them for PPE needed to open counseling services back up in the amount of $9,782.00. This is being funded from the CARES act and ratifies the approval of funding by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lifesteps COVID 19 Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:23 AM
Form Started By: Julie Kiley		Started On: 12/10/2020 09:56 AM
Final Approval Date: 12/10/2020		

WILLIAMSON COUNTY
SOCIAL SERVICE FUNDING AGREEMENT
WITH
LIFESTEPS COUNCIL
ON ALCOHOL AND DRUGS

This Social Service Funding Agreement ("the Agreement"), is made by and between **Williamson County, Texas** (the "County") located at 710 Main Street, Georgetown, Texas 78626, and the **LifeSteps Council on Alcohol and Drugs** (the "Agency"), with mailing address at P.O. Box 1279, Georgetown, Texas 78627.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to assist in the payment of Personal Protection Equipment to ensure safety of staff and clients or families served by the Agency and affected by COVID-19; and

WHEREAS, the Agency would like to request funding from the County made available under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the CARES Act funds.

NOW, THEREFORE, WITNESSETH:

1. **Recitals**. The recitals to this Agreement are hereby incorporated for all purposes.

2. **Effective Date**. The effective date of this Agreement ("Effective Date") is the latest date that either party executes this Agreement, or the date this Agreement has been finally approved by

the County. Agency understands that this Agreement is dependent upon the approval of the County.

3. **Term**. The term of this Agreement is from the Effective Date to December 30, 2020.

I.

GENERAL OVERVIEW

1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional community assistance, all incurred due to the impact of COVID-19.

1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").

1.3 Distribution of Funds. The County will pay the total sum of Nine Thousand, Seven Hundred Eighty-Two Dollars and 00/100 cents ($9,782.00) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that $9,782.00 of COVID-related expenditures as outlined in Exhibit "A" will be incurred by December 31, 2020.

II.

AGENCY PERFORMANCE REQUIREMENTS

2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the CARES Act funds consistent with the terms and conditions of this Agreement and the Act.

2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.

2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditors office all necessary invoicing and

appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein.

2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over $9,752.00.

IV.

GENERAL CONDITIONS

4.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.

4.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

4.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

4.4. Venue and Law. Venue for any legal action related to this Agreement is in Williamson County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

4.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior Agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

4.6. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.

4.7. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.

4.8. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement *if required* by said statute.

4.9 Notices. Notices required by this Agreement are as follows:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Agency:

LifeSteps Council on Alcohol and Drugs
Attn: Executive Director
P.O. Box 1279
Georgetown, Texas 78627

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

_____ _____

William Gravell, Jr.

ATTEST:

_____ _____

Nancy Rister , County Clerk

Date:

_____

LIFESTEPS COUNCIL ON ALCHOL AND DRUGS

By: Kelly McCally

Its: Executive Director

Date:

12/9/2020.

Organization	LifeSteps Council on Alcohol and Drugs	
Purpose/ Description	PPE Budget - to ensure safety of staff and client during delivery of inperson services and collabroation meetings.	
Quantity	Item Description	Total Cost
3	Xenon Fever Defense – Non Contact Infrared Thermometer Access Control System – Plug & Play Face Recognition Camera & Temperature Scanner – Infrared Camera & Body Temperature Thermometer Entry System ($2250 Each)	$ 6,750.00
4	Amplim Hospital Medical Grade Non Contact Clinical Infrared Forehead Thermometer for Baby and Adults, 1701, Serenity (34.98 Each)	$ 139.92
8	Touch-Free Hand Sanitizer Station Paws 5 – Stand and Dispenser with 1 Gallon Sanitizer and 12" Square Sign ($159 Each)	$ 1,272.00
10	Artnaturals Sneeze Guard Plexiglass Shield - 32" x 32" for Desk & Counter-Tops - Shatterproof Commercial Grade Acrylic Barrier - Freestanding Partition with Transaction Window for Offices, Salons Etc (22.95 each)	$ 229.50
1	(600 Masks) ZAP Disposable Face Mask 3-Ply Black Facial Cover Masks with Ear Loop, Breathable Non-Woven Mouth Cover for Personal use, Suitable for Home, Office, Outdoor (50 pieces per pack - 12 Pack)	$ 99.99
2	Owfeel Floor Standing Sneeze Guard, Roll up Sneeze Screen, Protective Screen Sneeze Guard for Counter 31.5" X 78.7" ($69.99 Each)	$ 139.98
1	Receiption Glass with Document door and speaker holes -Russell Glass to Install before Christmas.	$ 870.65
4	UV Light Sanitizer Wand, VNOOKY Handheld Foldable UVC Disinfection Light, Portable UV Sterilizer Lamp for Masks, Pets, Household, Toilet, Kitchen, Room, Car, Office, Hotel, Travel and more(Black) (69.99 Each)	$ 279.96
	TOTAL BUDGET REQUETED	$ 9,782.00

Commissioners Court - Regular Session **22.**

Meeting Date: 12/15/2020

Patio Heater Rental

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying the approval and execution of rental agreement with Preferred Climate Solutions for the rental of three (3) patio heaters in the total amount of $675 for the Taylor EXPO Center.

Background

The patio heaters are necessary to heat the COVID testing site at the Williamson County Expo Center in Taylor from December 14-17, 2020. The agreement which includes delivery, pick up of the units and 6 propane tanks. Additional tanks can be provided for an additional $25 charge per tank. This document had to be executed prior to being placed on the court agenda due to the timing of the testing. Department Contact: Shantelle Brannon, funding source: CARES.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rental Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/10/2020 10:30 AM
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:35 AM
Form Started By: Kerstin Hancock		Started On: 12/09/2020 08:44 AM
Final Approval Date: 12/10/2020		

PREFERRED CLIMATE SOLUTIONS

Preferred Climate Solutions
P O Box 517, La Grange TX 78945
Phone: 979-242-2617 | Fax: 979-242-5292
www.preferredclimatesolutions.com | accounting@preferredclimatesolutions.com

QUOTE

Quote #: 3173
Date: 11/9/2020

Customer:
WILLIAMSON COUNTY FACILITIES
(512)943-1599

Ship To: Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574

Site Contact: /

Kersten

We can provide additional tanks if needed.
Propane Tanks @ $25.00 Each

Brett Kaufert 24/7
600 Lemens Ave., Ste 520
Hutto, TX 78634
C:512-696-8859
O:888-466-7180
brett@preferredclimatesolutions.com
www.preferredclimatesolutions.com
PORTABLE COOLING & HEATING EQUIPMENT

Start Date	End Date	P.O. Number	Job Name	Rep.	Rate
12/14/2020	12/17/2020	QUOTE	Williamson County	BK	Weekly

QTY	DESCRIPTION / EQUIPMENT	DAILY	WEEKLY	MONTHLY	TOTAL
3	OUTDOOR PATIO HEATER	$75.00	$125.00	$300.00	$375.00
3	PROPANE TANK				
1	DELIVERY CHARGE				$75.00
1	PICKUP CHARGE				$75.00
6	PROPANE TANK	$25.00	$25.00	$75.00	$150.00
				Subtotal:	$675.00
				Grand Total:	**$675.00**

PREFERRED CLIMATE SOLUTIONS

Preferred Climate Solutions
P O Box 517, La Grange TX 78945
Phone: 979-242-2617 | Fax: 979-242-5292
www.preferredclimatesolutions.com | accounting@preferredclimatesolutions.com

QUOTE
Quote #: 3173
Date: 11/9/2020

MASTER TERMS

Set-up & Tear-Down: Customer will set-up and tear-down unless Preferred Climate Solutions tech is requested.

Estimated Transportation costs:
Delivery/Pick-up all equipment: Amount will be noted on Quote

Offloading and loading of equipment at customer location: Applicable to this equipment? Yes No Unless otherwise stated, customer is responsible for costs and coordination related to providing appropriate forklift or other offloading equipment at customer location.

Other Services Labor
$ 125.00 per hour-straight time (8 AM-5 PM Monday-Friday)
$ 175.50 per hour-overtime (5 PM - 8 AM Monday-Friday)

Rental Protection Plan: (Optional) Initial here if accepted: (x_____)
Preferred Climate Solutions offers our customers an optional Waiver and Protection Plan at 14% of the rental. This optional Rental Protection Plan is not insurance - it is a way for you to reduce the cost of accidental damage and/or loss that might occur during the rental period. For an additional charge, this plan works with your insurance and applies against loss caused by a third party when you are not at fault, damage caused by a natural disaster, damage that is beyond normal "wear and tear", or loss caused by a break-in substantiated by a police report.

Diesel Engine Servicing Every 250 Hours/500 Hours: Applicable to this equipment? Yes No
Generator diesel engine requires servicing by our technician every 250/500 hours of operation. Preferred Climate Solutions will monitor run time and service the system accordingly. Customer to be billed for each service performed at every 250/500 Hours of equipment run time. **350 hour generator service will be provided for $ 350.00 per PM. 500 hour generator service will be $800.00**

Diesel Fuel Usage: Applicable to this equipment? Yes No
Diesel fuel tank will be delivered to customer full of diesel fuel. Customer shall return equipment to Preferred Climate Solutions full of diesel fuel. If diesel tank is not full Preferred Climate Solutions will charge $ 7.20 per gallon to fill tank upon return.

Customer's Responsibilities:
- Full acceptance of Preferred Climate Solutions terms and conditions.
- A copy will be available, upon request.
- Trucker standby time at $95.00 per hour during delays at jobsite.
- Customer responsible for obtaining any relevant operating or other local permits.
- State and local taxes. (Tax-exempt customers must supply exemption certification.)
- Full replacement insurance on equipment (if applicable).
- All lifting of equipment (if applicable)
- All electrical & mechanical piping terminations to locations other than our rental equipment.
- Providing an electrician to hook cable to house power
- To contact Preferred Climate Solutions to "off rent" the equipment

Payment Terms:
Credit Card billing is available.
Term accounts are subject to prior credit approval. TERMS are NET 30 days from date of Invoice.
Rental charges will cycle bill every month throughout the period of the rental. One month is calculated as every **28 days.** Weekly rate is equivalent to 3 days rental rate.

Quotation Validity:
The terms of this quotation are valid for 30 days and are contingent upon equipment availability.

I look forward to working together with you and your team on this important project. Please contact me if you have any questions or comments.

Signature: Bill Hamby	**Date:** 12-8-2020
Signed By: (Print Please)	

Commissioners Court - Regular Session **23.**

Meeting Date: 12/15/2020

Tax Collection Agreement

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the Tax Collection Agreement between the Parkside on the River Municipal Utility District No. 1 and the County of Williamson, Texas.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector, shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Parkside on the River Municipal Utility District No. 1 require the County Judge's signature and the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and sent via interdepartmental mail to the County Judge's office indicating his signature location. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parkside MUD No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/07/2020 08:38 AM
Form Started By: Judy Kocian		Started On: 12/04/2020 11:19 AM
Final Approval Date: 12/07/2020		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the Parkside on the River Municipal Utility District No. 1 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Parkside on the River Municipal Utility District No. 1 , a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the

Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed _____, 20_____.

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

_____
Larry Gaddes, Tax Assessor/Collector,
County of Williamson

_____
Christopher Thurman Blackburn, President
Parkside on the River Municipal Utility District No. 1

RESOLUTION NO. _____

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Parkside on the River Municipal Utility District No. 1 desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Parkside on the River Municipal Utility District No. 1 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Parkside on the River Municipal Utility District No. 1 THAT:

The President of Parkside on the River Municipal Utility District No. 1 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 17th day of November, 2020.

Christopher Thurman Blackburn, President
Parkside on the River Municipal Utility District No. 1

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Parkside on the River Municipal Utility District No. 1 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with Parkside on the River Municipal Utility District No. 1 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the ____ day of _____, 20___.

_____

Bill Gravell, County Judge
County of Williamson

Commissioners Court - Regular Session **24.**

Meeting Date: 12/15/2020

Tax Collection Agreement

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the Tax Collection Agreement between the Georgetown Village Public Improvement District and the County of Williamson, Texas.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector, shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Georgetown Village Public Improvement District require the County Judge's signature and the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and sent via interdepartmental mail to the County Judge's office indicating his signature location. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GV PID

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/07/2020 08:39 AM
Form Started By: Judy Kocian		Started On: 12/04/2020 11:48 AM
Final Approval Date: 12/07/2020		

AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND THE CITY OF GEORGETOWN, TEXAS FOR BILLING AND COLLECTION SERVICES RELATED TO THE GEORGETOWN VILLAGE PUBLIC IMPROVEMENT DISTRICT

This agreement (the "Agreement") is between Williamson County, Texas (the "County"), a political subdivision of the State of Texas, and the City of Georgetown, Texas (the "City"), a home-rule municipality located within the territory of the County, for billing and collection services related to the Georgetown Village Public Improvement District (the "District") authorized and administered by the City.

RECITALS

A. The City authorized the District, effective on February 23, 1999, by a majority vote of all members of its City Council adopting a resolution (Resolution No. 990223-N) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.00 l to 372.026). The City has in the past, and may in the future, over time and from time to time, altered the boundaries of the District, and this Agreement will remain in force until terminated.

B. The City adopted assessment plans apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepared a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City published and mailed the required notices and held a public hearing, heard and passed on all objections to a proposed Assessment, and by ordinance levied the Assessments against such parcels as a special assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. **Agreement for Billing and Collection of Installments of Assessments.** Beginning on the Effective Date (defined below) and continuing until the Agreement is terminated pursuant to its terms, the City authorizes the County exclusively, acting through the Williamson County Tax Assessor-Collector (the "Tax Assessor-Collector"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law. The County further agrees to send monthly collection reports to the City, prepare tax certificates, develop and maintain delinquent assessment rolls for the City, and provide copies of all records related to the services that the County provides under this Agreement. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the duties of the County under this Agreement. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

2. **Exclusions.** This Agreement will not include billing or collection of the following:

2.1 Assessments in amounts other than annual installments; and

2.2 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06; and

2.3 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of the foregoing excluded Assessments will remain the responsibility of the City.

3. **Term of Agreement.** The term of this Agreement will begin on the latest date accompanying the signature lines of the duly authorized representatives of the parties on this Agreement (the "Effective Date"), and will terminate on the date that is one (1) year after the Effective Date (the "Initial Term"), unless renewed and extended as provided below. After the Initial Term, this Agreement will be automatically renewed and extended for an additional one (1) year term unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) calendar days before the end of the Initial Term. If the Agreement is renewed and extended after the Initial Term, thereafter it will be renewed and extended automatically for succeeding one (1) year terms unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) days before the end of then-current term. If a written notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien was been filed prior to such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred and the proceeds have been collected.

4. **Assessment Data.** Each year during the term of this Agreement, on or before September 1, the City will provide to the Tax Assessor-Collector the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor- Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than ninety (90) days' notice to the City of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts

of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Williamson Central Appraisal District ("WCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the Initial Term or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to Section 12 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments during the preceding five (5) years. The Tax Assessor Collector will make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. **Billing of Assessments.** The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Williamson County Tax Office under an agreement with the municipality."

6. **Collection of Assessments.** The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in Section 10 below. The Tax Assessor-Collector and private legal counsel contracted by the County for the collection of delinquent property taxes will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of

collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Texas Tax Code Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in Section 2 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided pro-rata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. **Notice to Property Owners.** If the City has not done so before the Effective Date, then after the Effective Date and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will notify each owner of property in the District, except exempt property, by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. **Foreclosure Suits.** The City hereby agrees and expressly authorizes the County to contract on the City's behalf with private legal counsel for the collection of the delinquent installments of an Assessment, said private counsel being the same contracted by the County for the collection of delinquent property taxes. The maturity of the subsequent installments will not accelerate following a default in payment. The County and its private legal counsel will control the filing and conduct of foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in Section 10 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit

results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b)(2) of the PID Act. Furthermore, the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit a third-party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. **Billing and Collection Fees.** As fees for the billing and collection services provided under this Agreement, the following provisions apply:

10.1 The City agrees to pay the County an annual fee for each parcel or tract of land in the District that is billed for the installment of an Assessment in an amount to be set annually by the Tax Assessor-Collector. The parcel fee for the billing and collection of the installments shall not exceed the parcel fee set for the year by the tax Assessor-Collector for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor Collector may deduct the amount of the parcel fee from the amount of the first installments collected prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

10.2 Should the County subsequently expect to incur any actual additional costs related to discharging its duties under this Agreement such as costs required to modify software or comply with new legal requirements associated with collecting the Assessments, the County shall provide written notice to the City of the proposed additional costs (which notice must include documentation of the proposed actual additional costs). The City shall be allowed ninety (90) days to review the proposed additional actual costs and either agree to pay the County or give notice to terminate this Agreement.

11. **Entire Agreement.** This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all

previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. **Notices.** Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

The County: Williamson County Tax Office
Attn: Williamson County Tax Assessor-Collector
904 S. Main Street
Georgetown, Texas 78626

The City: City Manager
City of Georgetown, Texas
808 Martin Luther King, Jr. Street
Georgetown, Texas 78626

With a required copy to:
City Attorney
City of Georgetown, Texas
809 Martin Luther King, Jr. Street
Georgetown, Texas 78626

13. **Limited Liability.** The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. **Applicable Law.** This Agreement will be governed, interpreted, and enforced according to the laws of the State of Texas. The terms of the Agreement are severable. If any term or

provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

15. **Persons Bound.** This Agreement is binding on the parties and their respective successors and assigns.

16. **Venue.** All obligations under this Agreement are performable in Williamson County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Williamson County, Texas

17. **Party Representatives.** The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Georgetown Finance Director to represent the City for all purposes related to this Agreement.

18. **Authorization.** The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

[*The remainder of this page is intentionally left blank.*
Signature pages and acknowledgements follow on separate pages.]

WILLIAMSON COUNTY, TEXAS

By:_____
Printed Name:_____
Title: County Judge

Approved:

_____
Larry Gaddes
Tax Assessor-Collector, Williamson County

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20___, by ____ _____, County Judge of the County of Williamson, Texas, on behalf of Williamson County, Texas.

(SEAL)

_____
Notary Public, State of Texas

CITY OF GEORGETOWN, TEXAS

By: _____
Printed Name: Josh Schroeder
Title: Mayor

Approved:

Leigh Wallace
Leigh Wallace
Finance Director, City of Georgetown

Approved as to form:

Skye Masson
City Attorney, City of Georgetown

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on November 24, 2020, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home rule city, on behalf of the City of Georgetown, Texas.

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
KAREN FROST
Notary ID # 1053608-4
My Commission Expires
May 24, 2024

Karen Frost
Notary Public, State of Texas

Commissioners Court - Regular Session **25.**

Meeting Date: 12/15/2020

Holmes Murphy & Associates, LLC Addendum renewal 2 for 1604-069

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Addendum, renewal period 2, of contract 1604-069, with Holmes Murphy & Associates, LLC as the Health Related Benefits Broker and Consultant for the term of January 1, 2021 - December 31, 2021, for the same terms and conditions as the existing contract, with the exception of pricing increase approved by the Williamson County Benefits Committee on May 28, 2020, approved in Commissioners Court on June 23, 2020, and incorporated into the budget on August 25, 2020.

Background

Holmes Murphy & Associates, LLC is the Health Related Benefits Broker and Consultant for Williamson County. The Human Resources point of contact is Shelley Loughrey, Director of Benefits Administration. The funding source in the FY21 budget is under Professional Services, #01.0885.0886.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1604-069 renewal 1, Holmes Murphy & Associates

Holmes Murphy & Associates Addendum, renewal 2 for 1604-069

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/10/2020 10:33 AM
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:37 AM
Form Started By: Dianne West		Started On: 12/09/2020 08:55 AM
Final Approval Date: 12/10/2020		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Human Resources - Benefits
Vendor Name:	Holmes Murphy & Associates, LLC		
Vendor Address:	12712 Park Central Drive, Suite 100, Dallas, TX 75251		
Purpose/Intended Use of Product or Service (summary):			
Health Related Benefits Broker and Consultant			
P.O./Contract Number:	1604-069	**Effective Date:**	01/01/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	12/31/2020
Requested By:	Shelley Loughrey, Human Resources, Director of Benefits		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- Please include the following:
  - Completed Texas Ethics Commission Form 1295; AND
  - Renewed Certificate of Insurance if it was required in Bid/Proposal
- **Extend Contract for the 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	January 01, 2020 – December 31, 2020
Initial Contract Period	January 01, 2017 – December 31, 2019

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Holmes Murphy

Name David Gibson

Title Vice President

Signature David Gibson

Date 12/3/19

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

Bill Gravell

Williamson County Judge

Signature Bill Gravell

Date December 10, 2019

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
CONSULTING AGREEMENT
FOR EMPLOYEE HEALTH BENEFITS PLAN
(Holmes Murphy & Associates, LLC)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM TO THE CONSUTLING AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Holmes Murphy & Associates, LLC** (hereinafter "Consultant"). County agrees to continue engaging Consultant as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. Original Consulting Agreement approved on December 1, 2019, including any attached exhibits;
B. RFP #1604-069, and its Addenda;
C. Consultant's Proposal; and
D. This Williamson County Addendum.

II.

Term Extended Pursuant to Section 3.01: The term of this Agreement shall be extended for the final twelve (12) months commencing on January 1, 2021 until December 31, 2021.

III.

Cost and Payment: This amendment will change the compensation cap set forth in the original agreement (under Section 2.05) from eighty thousand dollars ($80,000) to **eighty one thousand six hundred dollars ($81,600.00)** derived from *county* funds during the upcoming term of this Agreement (January 1, 2021 to December 31, 2021).

IV.

In all other respects, the Agreement is reaffirmed.

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

WILLIAMSON COUNTY:	CONSULTANT:
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2020	Date: November 17, 2020

Commissioners Court - Regular Session **26.**

Meeting Date: 12/15/2020

United Healthcare Stop Loss Insurance Renewal

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the renewal of United Healthcare Stop Loss Insurance with the provider United Healthcare Insurance Company for the term of January 1, 2021 - December 31, 2021 which incorporates the plan changes, designs, plan rates, revenue and expenses that were approved by the Williamson County Benefits Committee on May 28, 2020, approved in Commissioners Court on June 23, 2020 and incorporated into the budget on August 25, 2020.

Background

This the Stop Loss Insurance renewal for United Healthcare in support of Williamson County. The department point of contact is Shelley Loughrey, Director of Benefits Administration. This is in the FY21 budget under Stop Loss Insurance, 01.0885.0885.004057.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Stop Loss Application United Healthcare Insurance renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/10/2020 10:55 AM
County Judge Exec Asst.	Andrea Schiele	12/10/2020 11:01 AM
Form Started By: Dianne West		Started On: 12/10/2020 08:59 AM
Final Approval Date: 12/10/2020		

UNITEDHEALTHCARE INSURANCE COMPANY

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-877-294-1429

APPLICATION FOR EXCESS LOSS INSURANCE

The undersigned Applicant requests the Excess Loss Insurance Benefits shown herein and provided by UnitedHealthcare Insurance Company, and agrees to be bound by the terms and provisions of the Excess Loss Insurance Policy.

Full Legal Name of Applicant: Williamson County
Address: 301 SE Inner Loop, Suite 108, Georgetown, TX 78626
Key Contact: Shelley Loughrey **Telephone**: (512) 943-1604 **Tax ID**: 746000978

Applicant is a: Municipality
Nature of Business of the Group to be Insured: County Government **Requested Effective Date:** January 1, 2021

Total number of eligible persons: Employees: 1,602
Are retirees covered: Y

Agent or Broker: David Gibson
Address: Holmes Murphy, 3333 Lee Parkway, Suite 900, Dallas, Texas 75219

SPECIFIC EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2021 and Paid from January 1, 2021 through December 31, 2021.

Specific Deductible per Covered Person: $300,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Specific Excess Loss Premium: $71.06 per subscriber per month

AGGREGATE EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2021 and Paid from January 1, 2021 through December 31, 2021.

Aggregate Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: $2,000,000 per Policy Year

Minimum Annual Aggregate Deductible: $25,163,931 or 95% of the first Monthly Aggregate Deductible amount times 12, whichever is greater

Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit: $300,000

Monthly Aggregate Factors: $1,377.88 per subscriber

Aggregate Excess Loss Premium: $4.47 per subscriber per month

The premium amount reflected above includes the following:

- Aggregate Accommodation Endorsement

It is understood and agreed by the undersigned that:

a. The statements, declarations and representations made in this Application, any request for proposal, the underwriting information provided by or on behalf of the undersigned and the Plan Document are the undersigned's representations; that any Policy is issued in reliance upon the truth of such statements, declarations, and representations; and that such statements, declarations, and representations will form a part of the Excess Loss Insurance Policy. Any inaccuracy in such information or failure to disclose any such information, including all claims or possible claims, paid or pending, or which the Employer should otherwise know about, if discovered later, can result in rejection of this Application, or can change the terms, conditions or premiums, or can void coverage.

b. As a condition precedent to the approval of this Application, the undersigned shall furnish to the Company a copy of the executed Plan Document within 90 days after the date of this application describing the benefits provided by the Plan, which shall be kept on file in the office of the Company. If the Company does not receive the Plan Document within 90 days, the Company may refund all premium and the Application shall have been null and void when signed. No Excess Loss Insurance will be effective nor reimbursement made unless a Plan Document is received and accepted by the Company.

c. The Company will evaluate the undersigned's risk, as requested by this application, the underwriting data received and represented by the Plan and may require adjustments of rates, factors, and/or special limitations.

d. Any coverage resulting from this Application shall be subject to the terms and provisions of the Policy herein applied for. Coverage shall become effective on the date specified in this Application if all requirements of the Company, including the Plan Document and the underwriting requirements have been met and the required premiums paid.

e. The receipt by the Company of the first month's premium and deposit of any check drawn in connection with this Application shall not constitute an acceptance of liability. In the event the Company does not approve this application, its sole obligation shall be to refund such sum to the undersigned.

The undersigned has read the entire Application for Excess Loss Insurance and understands that the insurance requested herein is not in effect until this Application is approved and accepted by the Company.

Full Legal Name of Applicant:	
Signature of Authorized Person:	
Print Name:	Title:
Date:	
Signature of Agent or Broker: David Gibson	
Printed Name of Agent or Broker: David Gibson	License No. 863365

FRAUD WARNING NOTICES: (Please review notice that applies in your state)

For applicants in Arkansas and Louisiana:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

For applicants in Colorado:

It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds, shall be reported to the Colorado division of insurance within the Department of Regulatory Agencies.

For applicants in District of Columbia:

WARNING: It is a crime to provide false or misleading information to an insurer for purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the application.

For applicants in Florida:

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For applicants in Kentucky, New Mexico, Ohio, and Pennsylvania:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

For applicants in Maine, Tennessee and Virginia:

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

For applicants in New Jersey:

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

For applicants in all other states:

If is a crime to knowingly provided false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

Commissioners Court - Regular Session **27.**

Meeting Date: 12/15/2020

Award T1705 Animal Shelter Vet Equipment

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP #T1705 Animal Shelter Vet Equipment to Patterson Veterinary.

Background

Approval of this item will support the operations of the Williamson County Regional Animal Shelter by reducing the number of outsourced services. Purchasing solicited sealed proposals for veterinary equipment to include a digital radiology machine, a chemistry analyzer, and a hematology analyzer. Two suppliers participated in the solicitation and one submitted a response. The response was evaluated by the evaluation committee and it was determined that the submission was responsive and of best value to the county. The total cost of these pieces of equipment are $58,136 with a breakdown as follows: digital radiology machine $38,636, chemistry analyzer $8,500, hematology analyzer $11,000. This expenditure will be charged to 396P. Department contact is Misty Valenta and Allison Kipp.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Statement of Opening

Recommendation

Evaluation Score Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/10/2020 10:21 AM
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:23 AM
Form Started By: Erica Smith		Started On: 12/04/2020 10:41 AM
Final Approval Date: 12/10/2020		

Statement of opening of offers

The registration period for the purchase process Animal Shelter Vet Equipment is closed on 22 Oct 2020 (Thu), 10:00 AM.

On 22 Oct 2020 (Thu), 10:01:00 AM, Erica Smith opened the registrations.

Entries submitted after the closing date, 22 Oct 2020 (Thu), 10:00 AM, will not be included in the procedure.

Registrations received:

	Offer ID	Name	Submitted
1	OF3836	**Patterson Veterinary** By: Patterson Veterinary	21 Oct 2020 (Wed), 9:13:55 AM

Registration prices:

Reported by Erica Smith on 22 Oct 2020 (Thu), 10:04 AM

Williamson County Regional Animal Shelter
1855 SE Inner Loop Georgetown, TX 78626
(512) 943-3322

To: Mrs. Erica Smith-Purchasing

From: Dr. Allison Kipp - Animal Services

Subject: Animal Shelter Vet Equipment

T1705

Re: RFP Evaluation

In response to Solicitation T1705 the Purchasing Department received one responsive bid desiring to provide animal shelter vet equipment for Williamson County.

The Evaluation Committee, with Purchasing Department overview, reviewed the proposals.

After reviewing the proposals and considering the pricing, Patterson Veterinary is the best overall selection for animal shelter vet equipment for Williamson County.

The Williamson County Animal Services Department recommends that Patterson Veterinary be awarded the animal shelter vet equipment contract for Williamson County. - Solicitation T1705.

Thank you,

Dr. Allison Kipp

Williamson County T1705 RFP Animal Shelter Vet Equipment

Evaluation Criteria	Max Points	Patterson Veterinary
Digital Radiology Machine-Functionality	45	30
Digital Radiology Machine-Product Support, Maintenance, and Training	25	20.83
Chemistry Analyzer-Funcitonality	45	33.75
Chemistry Anlayzer-Product Support, Maintenance, and Training	25	20.83
Hematology Analyzer-Functionality	45	33.75
Hematology Anlayzer-Product Support, Maintenance and Training	25	18.75
Price	30	30
Total Score	**240**	**187.91**

Commissioners Court - Regular Session **28.**

Meeting Date: 12/15/2020

NetMotion Complete Conversion Signature

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any action necessary on a previously approved item ($64,329.80, Nov. 24, 2020, Agenda Item # 15) for Mobile Wireless LLC and authorize the execution of the agreement.

Background

This is our annual maintenance for the NetMotion VPN used by our first responders. Department point of contact is Richard Semple. This item was previously approved as stated. At that time the vendor did not require a signature on the quote. The vendor is now asking for a signature on the subscription renewal document.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/10/2020 10:39 AM
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:49 AM
Form Started By: Andrew Portillo		Started On: 12/09/2020 12:26 PM
Final Approval Date: 12/10/2020		

DocuSign Envelope ID: 69EF6118-2841-47C9-A507-059D4CD673DA

1505 Westlake Ave N, Suite 500, Seattle, WA 98109 | +1 866.262.7626 | www.netmotionsoftware.com

Order Specification

Quote Valid Through: Nov 30, 2020

Expiration Date: Nov 30, 2020

Quote #: Q-181500

Prepared by: Jeff Shoemaker

Customer

Williamson County

301 SE Inner Loop Ste 105, Georgetown, TX United States

Contact Information

Paul Hulse

(512) 943-1408

phulse@wilco.org

Partner Information

Mobile Wireless

Alan McClintock

Term Details

of Months: 12

Start Date: 11/16/2020

End Date: 11/15/2021

Payment Details

Amount: $68,103.00

Partner: Mobile Wireless

Description: Williamson County - Complete Conversion - Mobile Wireless

Price Protection

NetMotion Subscription price will not change for the duration of this agreement.

DocuSign Envelope ID: 69EF6118-2841-47C9-A507-059D4CD673DA

NetMotion Complete Subscription

✓ Mobility, Diagnostics, MobileIQ and Reputation Services software licensing

✓ High performance VPN

✓ Enhance network performance & connectivity

✓ Industry-standard encryption & authentication

✓ Policy engine with prioritization tools

✓ Content filtering to monitor & control access

✓ AI-powered classification of 10bn+ websites

✓ Diagnostics and troubleshooting data

✓ Access to real-time dashboards

✓ Advanced system alerting

Order Terms

This Order Agreement confirms the agreed upon deal terms between NetMotion Software, Inc ("NetMotion") and Williamson County ("Company") concerning the one (1) year subscription agreement for NetMotion software licenses. Company agrees to discontinue use of the permanent license and to transition permanent license to a subscription licenses to access and use subscription licenses of NetMotion software for a duration of 12 months, commencing from the Effective Date of 16 November 2020 and ending on 15 November 2021 (the "Term"). The annual renewal price for 11/16/21 – 11/15/22 will remain locked at $68,103.00 for 1,081 Complete licenses.

All software and licenses will be converted from Perpetual to Subscription thirty (30) days from effective date. By signing this document, Customer agrees to all terms and conditions as outlined in the appropriate End User License Agreement that can be found at: https://www.netmotionsoftware.com/legal-and-copyright/

Company may elect to purchase additional licenses for the duration of the Term at any time at the mutually agreed upon price of $120 per Seat. Licenses will be co-termed to Company(s) term date and pro-rated.

Customer Signature	Printed Name and Title: Judge Bill Gravel
	Signature:
	Date:
NetMotion Signature	Printed Name and Title: Dan Pagel, CRO
	Signature: DocuSigned by: Dan Pagel 182C97FC1F9C4E6...
	Date: 12/1/2020

Commissioners Court - Regular Session **29.**

Meeting Date: 12/15/2020

Spectrum Fiber for Commissioner Pct 4 office

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding agreement with Charter Communications Operating, LLC d/b/a Spectrum for fiber internet services at 321 Ed Schmidt Blvd, Suite 200 (former Commissioner Pct 4 office) Hutto, Tx 78634 in the amount of $1,099.00 a month with a $250.00 installation fee and authorizing execution of the agreement.

Background

This agreement is to upgrade the internet service at the former Commissioner Precinct 4 office in Hutto from cable modem to fiber-optic internet. The reason for this change is that the previous Hutto Annex had a 36-month fiber contract that carried a large termination fee. Moving this service increases the service cost at the new office, but avoids the termination fee. Charter would not/will not agree to waive early termination fees on any fiber agreement, but has agreed to add a non-appropriation clause. Legal has approved moving forward with this clause. Department point of contact Richard Semple. Funding Source 01.0100.0503.004210.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/10/2020 10:52 AM
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:56 AM
Form Started By: Andrew Portillo		Started On: 12/09/2020 02:46 PM
Final Approval Date: 12/10/2020		

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Horacio Galvan
Phone: 5125939240 ext:
Cell Phone: +1 5125939240
Email: eli.galvan@charter.com

Order # 11799915

Customer Information: Customer Code		
Business Name	WILLIAMSON COUNTY (HQ)	**Customer Type:**
Billing Address **Attention To:** 301 SE Inner Loop, Suite 105 GEORGETOWN TX 78626		**Account Number**
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Richard Semple	(512) 943-1489	rsemple@wilco.org
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Richard Semple	(512) 943-1489	rsemple@wilco.org
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
Richard Semple	(512) 943-1489	rsemple@wilco.org

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial

Fiber Internet and Ethernet Service Order Information For 321 Ed Schmidt Blvd 200/FIA Hutto TX 78634

Site Name	Address Location	Location Type	Bandwidth
	321 Ed Schmidt Blvd Hutto, TX 78634		

New and Revised Services and Monthly Charges At 321 Ed Schmidt Blvd Unit 200/FIA, Hutto TX 78634

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	$0.00	$0.00	36 Months
Fiber Internet 200Mbps	1	$1,099.00	$1,099.00	36 Months
***Total**			**$1,099.00**	

*Prices do not include taxes and fees.

One Time fees At 321 Ed Schmidt Blvd Unit 200/FIA, Hutto TX 78634

Description	Quantity	Sales Price	Total
FIA Installation	1	$250.00	$250.00
Total			**$250.00**

*Prices do not include taxes and fees.

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial

Commissioners Court - Regular Session **30.**

Meeting Date: 12/15/2020

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 34

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #34 in the amount of $3,277.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide installation of lighting controls in workrooms 300B and 300C. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 34

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 08:30 AM
Form Started By: Wendy Danzoy		Started On: 12/03/2020 08:23 AM
Final Approval Date: 12/03/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

October 02, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0034

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $3,277 (three thousand two hundred seventy-seven) dollars to provide Installation of lighting controls in workrooms 300B and 300C for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0034

QUOTATION :

Item	Labor	Materials	Subs	Total
Installation of lighting controls in workrooms 300B and 300C	$0.00	$0.00	$2,942.00	$2,942.00

Totals	$0.00	$0.00	$2,942.00	$2,942.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$294.20
	Fee on JTV			$0.00
	Bond			$40.96
	Remodel Tax			$0.00
	TOTAL			**$3,277.16**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/2/2020

Accepted

By: Dwayne Norrett

Date 10-29-2020

VAUGHN CONSTRUCTION

By:
Doug Boram

Proposal Valid for 10 Days

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

09/25/2020

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Change Order Number: 552 – 38

CHANGE ORDER INFORMATION: Includes changes from Vaughn RFI – 126

WORK DESCRIPTION: Includes installation of lighting controls in workrooms 300B and 300C per Vaughn RFI – 126.

The total amount of this Change Order is: **$2,942.00**

Total Number of Working Days: **1**

Exclusions:

- **Overtime**
- **Tax**
- **Sheetrock Cutting, or Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1122	3/4" Steel Flex	32.00	121.70	C	38.94	5.00	C	1.60
1607	3/4" Plastic Bushing	8.00	31.95	C	2.56	0.12	E	0.96
1869	3/4" Steel 2-Screw Flex Conn	4.00	7.74	E	30.96	0.35	E	1.40
2472	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4 KO's)	5.00	5.95	E	29.75	0.30	E	1.50
2582	1G Gangable Old Work (Cut-in) Switch Box	2.00	5.34	E	10.68	0.80	E	1.60
2931	Plenum Cat 5 24gauge 4pair	385.00	268.50	M	268.50	15.40	M	5.93
4409	#14-12-10 Wire Termination Labor	28.00	0.00	E	0.00	0.18	E	5.04
48611	0-10v Lutron DIVA Dimmer	2.00	0.00	E	0.00	0.40	E	0.80
4880	Power Pack for Occupancy Sensor (Watt Stopper A277	1.00	0.00	E	0.00	0.40	E	0.40
4881	Ultrasonic Occupancy Sensor (Watt Stopper W-500A)	2.00	0.00	E	0.00	0.40	E	0.80
6133	Red Wirenuts	68.00	145.79	M	9.91	3.50	C	2.38
9798	4 Conductor Jack	10.00	0.00		0.00	0.30	E	3.00
T0001	Lighting Control Quote	1.00	628.00	E	628.00	0.00		0.00
					1019.30			25.41

Change Order Summary	
Material Total	$1,019.30
Material Subtotal	**$1,019.30**
Electrician Hours	12.71
Electrician per Hour with Burden	$35.03
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	12.71
Superintendent per Hour with Burden	$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
Labor Subtotal	***$1,205.45***
Consumables (6% of material)	*$61.16*
Project Management (5% of labor)	*$60.27*
Safety ($0.50 per labor hour)	*$12.71*
Equipment	*$125.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$259.14***
Total Costs Subtotal	$2,483.89
Overhead & Profit (15%)	$372.58
Bond (3%)	$85.69
CHANGE ORDER TOTAL	**$2,942**

ELLIOTT ELECTRIC SUPPLY

"We Deliver... Lower Cost, Quality Products and Personal Service"

QUOTATION

JOB:	WILCO ANNEX	TO:	DOYLE ELECTRIC
DATE:	9/24/2020	ATTN:	TRAVIS
BY:	ROBYN PACKARD	QUOTE #	

Qty.	Type	Description	Unit Price	Extended Price
		LOT CONTROLS ADDER		
NOTES	SHIPPING & TAX NOT INCLUDED		**TOTAL PRICE**	$628.00

PRICING BASED ON MATERIAL LISTED AND OR INCLUDED / ATTACHED BILLS OF MATERIAL.
ANY CHANGES TO THE ABOVE OR ATTACHED BILLS OF MATERIAL WILL REQUIRE A REQUOTE.
PRICING IS GOOD FOR 30 DAYS UNLESS NOTED OTHERWISE.
SPARES NOT INCLUDED UNLESS NOTED OTHERWISE

Quote

SPECTRUM LIGHTING
AUSTIN

SPECTRUM LIGHTING INC AUSTIN
8868 RESEARCH BLVD
SUITE 104
AUSTIN, TX 78758-6446
(Phn) 512-442-0661 EXT:
(Fax) 512-442-0272

Quoted To: Hardaway, Chad; Rigsby, Stephen
ELLIOTT ELECTRIC SUPPLY
12555 HARRIS BRANCH PARKWAY
SUITE 105
MANOR, TX 78653

Type	Qty	Manufacturer/Brand	Catalog #	Line Comment	Unit $	Ext $
			LIGHTING CONTROLS-C (RFI 105)			
D1	2	ABL-nLight	NPODM DX XX	SPECIFY FINISH		
OS4	2	ABL-nLight	NCM PDT 10 RJB			
DP1	1	ABL-nLight	NPP16 D EFP SA			
			NO ADDITIONAL STARTUP INCLUDED, IF NEEDED ADD $1500/DAY PLUS FREIGHT			

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION

301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 126

To: Luma Jaffar
KGA Architecture
1701 Directors Blvd., Ste. 770
Austin, TX 78744
Phone: (512) 441-8200
Fax:

From: Jarvis Brawley

Date: 09/15/2020

Required By: 09/22/2020

Owner: Williamson County, Texas

Job No : 279101

Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Re: Work Room 300B and 300C Lighting Controls

Spec. Section:

Drawing Number: E2.02

Other Reference: Note 3

Question:
Drawing E2.02, note 3, calls to "serve new fixtures in the area from existing lighting circuit previously serving removed fixtures. Connect to existing lighting controls/switches serving area". During field investigation it was found that Work Room 300B & 300C do not have existing lighting controls. Please advise on the appropriate lighting controls for Work Room 300B &
300C.

Answer:
See attached revised drawing E2.02 showing the recommended switching for these rooms.

Donald Smith, P.E.
Agnew Associates (F-1005
9/21/20

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:

Commissioners Court - Regular Session **31.**

Meeting Date: 12/15/2020

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 35

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #35 in the amount of $1,006.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide installation of lighting controls in workrooms 300B and 300C. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 35

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 08:32 AM
Form Started By: Wendy Danzoy		Started On: 12/03/2020 08:26 AM
Final Approval Date: 12/03/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

October 02, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0035

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $1,006 (one thousand six) dollars to provide Relocating (3) "A" Fixtures in Elections Storage 409 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Form B and Backup

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0035

QUOTATION :

Item	Labor	Materials	Subs	Total
Relocating (3) "A" Fixtures in Elections Storage 409	$0.00	$0.00	$903.00	$903.00

Totals	$0.00	$0.00	$903.00	$903.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$90.30
	Fee on JTV			$0.00
	Bond			$12.57
	Remodel Tax			$0.00
	TOTAL			**$1,005.87**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/2/2020

Accepted

By: Dwayne Dorsett

Date 10-29-2020

VAUGHN CONSTRUCTION

By:
Doug Boram

Proposal Valid for 10 Days

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

09/22/2020

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Change Order Number: 552 – 39

CHANGE ORDER INFORMATION: Relocation of (3) "A" Fixtures

WORK DESCRIPTION: Includes relocating (3) "A" Fixtures in Elections Storage 409 per RFI – 127.

The total amount of this Change Order is: **$903.00**

Total Number of Working Days: **1**

Exclusions:

- **Overtime**
- **Tax**
- **Sheetrock Cutting, or Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1001	3/4" EMT	40.00	139.54	C	55.82	5.00	C	2.00
1445	3/4" Set Screw Steel Conn	6.00	381.23	C	22.87	0.10	E	0.60
1545	3/4" Set Screw Steel Cplg	4.00	368.95	C	14.76	0.12	E	0.48
2395	3/4" Beam Clamp w/Conduit Hanger	6.00	204.26	C	12.26	12.00	C	0.72
2472	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4 KO's)	3.00	5.95	C	17.85	0.30	E	0.90
2660	#12 THHN CU Stranded Wire	132.00	174.15	M	22.99	6.00	M	0.79
4409	#14-12-10 Wire Termination Labor	12.00	0.00	E	0.00	0.18	E	2.16
6133	Red Wirenuts	18.00	145.79	M	2.62	3.50	C	0.63
6168	1/4X4 Toggle Bolt	8.00	37.85	C	3.03	12.00	C	0.96
7114	Ground Screw with Bare Pigtail	3.00	265.76	C	7.97	2.00	C	0.06
					160.17			9.30

Change Order Summary	
Material Total	$160.17
Material Subtotal	**$160.17**
Electrician Hours	4.65
Electrician per Hour with Burden	$35.03
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	4.65
Superintendent per Hour with Burden	$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
Labor Subtotal	***$441.19***
Consumables (6% of material)	*$9.61*
Project Management (5% of labor)	*$22.06*
Safety ($0.50 per labor hour)	*$4.65*
Equipment	*$125.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$161.32***
Total Costs Subtotal	$762.68
Overhead & Profit (15%)	$114.40
Bond (3%)	$26.31
CHANGE ORDER TOTAL	**$903**

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION

301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 127

To: Luma Jaffar
KGA Architecture
1701 Directors Blvd., Ste. 770
Austin, TX 78744
Phone: (512) 441-8200
Fax:

From: Jarvis Brawley

Date: 09/15/2020

Required By: 09/22/2020

Owner: Williamson County, Texas

Job No : 279101

Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Re: Election Storage 409 "A" Fixtures Conflicting With Pallet Racks

Spec. Section:

Drawing Number: E2.02

Other Reference: See attached sketch

Question:
In Election Storage 409, "A" fixtures are in conflict with the pallet racks. These "A" fixtures are to be at a height of 12' AFF and pallet racks are 16' tall. Please advise if we are to change the layout or change the fixture height

---

Answer:
Since the racks are going to be 16 ft in height, our recommendation is to install the lights to the center of the room and install at an elevation of 20 ft. See below. Before finalizing height and location, recommend testing lift to be used with racks and verify light locations will not cause a conflict.

Donald Smith, P.E.
Agnew Associates (F-1005)
9/21/20

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:

Commissioners Court - Regular Session **32.**

Meeting Date: 12/15/2020

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 36

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #36 in the amount of $726.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide installation of a dimmer switch in shared Office 612 per RFI 131. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 36

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 08:34 AM
Form Started By: Wendy Danzoy		Started On: 12/03/2020 08:30 AM
Final Approval Date: 12/03/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

October 05, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0036

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $726 (seven hundred twenty-six) dollars to provide installation of a Dimmer Switch in Shared Office 612 per RFI 131 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Form B and Backup

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0036

QUOTATION :

Item	Labor	Materials	Subs	Total
installation of a Dimmer Switch in Shared Office 612 per RFI 131	$0.00	$0.00	$652.00	$652.00
Totals	$0.00	$0.00	$652.00	$652.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$65.20
	Fee on JTV			$0.00
	Bond			$9.08
	Remodel Tax			$0.00
	TOTAL			**$726.28**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/6/2020

Accepted

By: Dwayne Doran

Date 10-29-2020

VAUGHN CONSTRUCTION

By: DBM

Doug Boram

Proposal Valid for 10 Days

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

10/05/2020

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Change Order Number: 552 – 40

CHANGE ORDER INFORMATION: Includes adding a Dimmer Switch to Shared Office 612

WORK DESCRIPTION: Includes installation of (1) Dimmer Switch, Lighting Control Wire to switch, all lights, and associated materials.

The total amount of this Change Order is: **$652.00**

Total Number of Working Days: **1**

Exclusions:

- **Overtime**
- **Tax**
- **Sheetrock Cutting, or Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
10218	Demo Toggle Switch	1.00	0.00	E	0.00	0.50	E	0.50
4409	#14-12-10 Wire Termination Labor	24.00	0.00	E	0.00	0.18	E	4.32
48611	0-10v Lutron DIVA Dimmer	1.00	85.00	E	85.00	0.40	E	0.40
48637	12/2 Luminary Cable (with 16/2)	100.00	249.40	M	24.94	20.13	M	2.01
4973	1G SS Decora/GFI Plate	1.00	5.88	C	5.88	0.20	E	0.20
6133	Red Wirenuts	28.00	145.79	M	4.08	3.50	C	0.99
					119.90			8.42

Change Order Summary	
Material Total	$119.90
Material Subtotal	**$119.90**
Electrician Hours	4.21
Electrician per Hour with Burden	$35.03
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	4.21
Superintendent per Hour with Burden	$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
Labor Subtotal	***$399.44***
Consumables (6% of material)	*$7.19*
Project Management (5% of labor)	*$19.97*
Safety ($0.50 per labor hour)	*$4.21*
Equipment	*$0.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$31.38***
Total Costs Subtotal	$550.72
Overhead & Profit (15%)	$82.61
Bond (3%)	$19.00
CHANGE ORDER TOTAL	**$652**

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 131

To: Luma Jaffar
KGA Architecture
1701 Directors Blvd., Ste. 770
Austin, TX 78744
Phone: (512) 441-8200
Fax:

From: Jarvis Brawley

Date: 10/05/2020

Required By: 10/12/2020

Owner: Williamson County, Texas

Job No : 279101

Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Re: Lighting Controls In Office 612

Spec. Section:

Drawing Number: E2.01

Other Reference: See attached email correspondence

Question:
Per email correspondence with owner, lighting controls are to be added to Shared Office 612. Please confirm.

Answer:

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:

From: Dwayne Gossett <DGossett@wilco.org>
Sent: Friday, October 2, 2020 2:05 PM
To: Shawn Baggett <SBaggett@vaughnconstruction.com>
Subject: RE: Dimmer

– External Email –

Send a cp

Dwayne Gossett
office 512-943-1611
fax 512-930-3313

NOTICE OF CONFIDENTIALITY: The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of this communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication.

From: Shawn Baggett <SBaggett@vaughnconstruction.com>
Sent: Friday, October 2, 2020 1:47 PM
To: Dwayne Gossett <DGossett@wilco.org>
Cc: Doug Boram <dougboram@vaughnconstruction.com>
Subject: FW: Dimmer

EXTERNAL email: Exercise caution when opening.

Dwayne,

Please see below concerning dimming switch. Let me know if we need to get a CO going.

Thanks,

Shawn Baggett
Vaughn Construction

From: Dustin D <dustind@doyletx.com>
Sent: Thursday, October 1, 2020 12:31 PM
To: Shawn Baggett <SBaggett@vaughnconstruction.com>
Cc: Doug Boram <dougboram@vaughnconstruction.com>; Shane T <shanet@doyletx.com>
Subject: RE: Dimmer

– External Email –

Shawn,
On rough numbers, it will be about $510.00 a room to go to a dimmer. Just so everyone is aware, the 277V rated 0-10V dimmer is about $85 dollars by itself. We will have to change out the existing switch, add dimming cables into the existing raceways, then run plenum cables to each light. Depending on how many lights and the sq ft of the offices will determine what the true price would be. Let me know if you need a hard price for the below area, or if there are several different offices that we need to look at individually. Please know that we will need to use 0-10v dimmers for these fixtures.

Sincerely,

Dustin Doyle
Doyle Electric, LLC
512-743-5534

From: Shawn Baggett <SBaggett@vaughnconstruction.com>
Sent: Thursday, October 1, 2020 9:36 AM
To: Dustin D <dustind@doyletx.com>
Cc: Doug Boram <dougboram@vaughnconstruction.com>; Shane T <shanet@doyletx.com>
Subject: FW: Dimmer

Below.

Shawn Baggett
Vaughn Construction

From: Dwayne Gossett <DGossett@wilco.org>
Sent: Wednesday, September 30, 2020 6:12 PM
To: Richard Semple <rsemple@wilco.org>; Dale Butler <dbutler@wilco.org>; Shawn Baggett <SBaggett@vaughnconstruction.com>
Cc: Holly Shell <hshell@wilco.org>
Subject: RE: Dimmer

– External Email –

Shawn lets look at this tomorrow.

Dwayne Gossett
office 512-943-1611
fax 512-930-3313

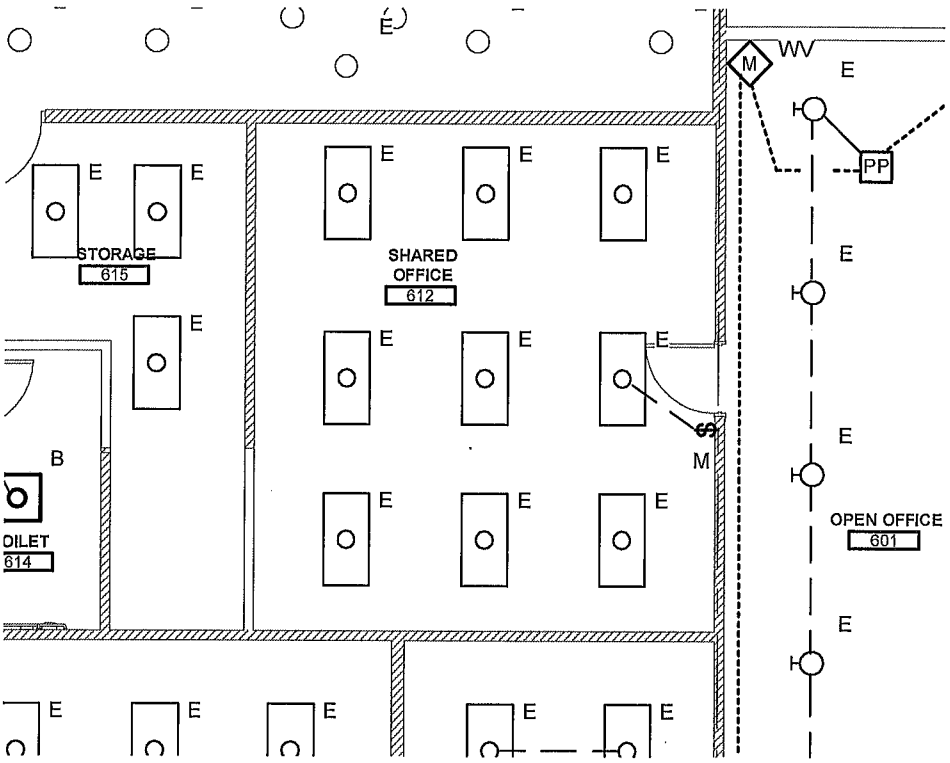
NOTICE OF CONFIDENTIALITY: The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of this communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication.

From: Richard Semple <rsemple@wilco.org>
Sent: Wednesday, September 30, 2020 5:41 PM
To: Dale Butler <dbutler@wilco.org>; Dwayne Gossett <DGossett@wilco.org>
Cc: Holly Shell <hshell@wilco.org>
Subject: Dimmer

Dale or Dwayne:
Is it possible to get a dimmer installed on the switch at the service desk? I know there are some dimmer switches in some offices, and we could potentially use one of those and swap if need be. Right now they are keeping the lights off as full brightness is too much for the way they work.

Thanks,
Richard

****
Richard Semple, CISM, CGCIO
IT Operations Director
Williamson County Technology Services
Phone: 512-943-1489
Employee Link: https://wilco.service-now.com
Public Link: www.wilco.org
NOTICE OF CONFIDENTIALITY:
The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of this communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication (electronic or paper). Thank you for your cooperation.
****


E
M
WV
E
PP
E
E
E

Commissioners Court - Regular Session **33.**

Meeting Date: 12/15/2020

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 37

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #37 in the amount of $2,407.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide labor and materials to move (1) existing notification device, relocate (1) new notification device and add (1) Visual Only device to accommodate for pallet racks. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 37

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 08:37 AM
Form Started By: Wendy Danzoy		Started On: 12/03/2020 08:34 AM
Final Approval Date: 12/03/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

October 15, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0037

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $2,407 (two thousand four hundred seven) dollars to provide Move (1) existing notification device, move location of (1) new notification device and add (1) Visual Only device to accommodate for pallet racks for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Form B and Backup

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0037

QUOTATION :

Item	Labor	Materials	Subs	Total
Move (1) existing notification device, move location of (1) new notification device and add (1) Visual Only device to accommodate for pallet racks	$0.00	$0.00	$2,161.00	$2,161.00
Totals	$0.00	$0.00	$2,161.00	$2,161.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$216.10
	Fee on JTV			$0.00
	Bond			$30.09
	Remodel Tax			$0.00
	TOTAL			**$2,407.19**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/15/2020

Accepted

By: A. Wayne Dorsett

Date 10-29-2020

VAUGHN CONSTRUCTION

By:
Doug Boram

Proposal Valid for 10 Days

Change Order Proposal

Johnson Controls Fire Protection
401 Center Ridge Dr.
Unit 400
AUSTIN TX 78753-0000
Tel. No: 512-634-1800

Date: 10/13/2020

Customer: J.T. Vaughn Construction
10355 Westpark
HOUSTON TX 77042-0000

Customer Tel. No: 713-243-8300

Customer Fax. No:

Project: Williamson County Annex
301 SE Innerloop
GEORGETOWN TX 78626-0000

Customer PO/Cont No. _____

Customer RFP Number _____

Johnson Controls Contract No: 617241501

Johnson Controls CO No: CO-FA-002

Johnson Controls RFI No: _____

Contract Extension in days: _____

It is hereby agreed the changes and additions in the Scope of Work noted below shall constitute an Extra to the contract in the amount noted on this form.

The sum shall be added to the original value of the above numbered contract and at Extras heretofore approved.

Change Order Description: Move and add notification devices

Scope Of the Work:

Move (1) existing notification device, move location of (1) new notification device and add (1) VO to accommodate storage racks in electronics storage 400. Price includes labor, material and a lift to rework existing wire. Price excludes conduit, back boxes, patch & paint. (1) day of lift rental is included, if more lift time is needed due to waiting on other trades additional cost will need to be awarded.

Labor
Install - $1,236.36
PM - $345.45
CAD - $185.92

Material
VO & Wire - $143.27

Lift Rental
(1) Day Rental - $250.00

Price of the Work: $2,161.00

The above price includes all applicable taxes Yes No ✓

All work performed hereunder shall be in accordance with the terms and conditions of the base contract in effect as to the day of this proposal.

Customer Signature	**Johnson Controls Signature**
Signature _____	Signature _____
Name:	Name: Zerek Peel
Title:	Title: Project Manager

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 129

To: Luma Jaffar
KGA Architecture
1701 Directors Blvd., Ste. 770
Austin, TX 78744
Phone: (512) 441-8200
Fax:

From: Jarvis Brawley

Date: 10/02/2020

Required By: 10/09/2020

Owner: Williamson County, Texas

Job No : 279101

Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Re: Pallet Racks Interfering With Fire Alarm Devices

Spec. Section:

Drawing Number:

Other Reference: See attached sketch

Question:
During field investigation it was discovered that the installation of pallet racks in Elections Storage 400, Elections Storage 408, and Elections Storage 409 will cause conflict with four Fire Alarm devices(3 existing, 1 new). Please advise.

Answer:
The fire alarm device locations need to be reviewed by the fire alarm subcontractor (JCI) and relocated to avoid the conflicts with the pallet racks. Our recommendations have been indicated on the attached drawings below in blue.

Donald Smith, P.E.
Agnew Associates (F-1005)
10/7/20

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 129

To: Luma Jaffar
KGA Architecture
1701 Directors Blvd., Ste. 770
Austin, TX 78744
Phone: (512) 441-8200
Fax:

From: Jarvis Brawley

Date: 10/02/2020

Required By: 10/09/2020

Owner: Williamson County, Texas

Job No : 279101

Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Re: Pallet Racks Interfering With Fire Alarm Devices

Spec. Section:

Drawing Number:

Other Reference: See attached sketch

Question:
During field investigation it was discovered that the installation of pallet racks in Elections Storage 400, Elections Storage 408, and Elections Storage 409 will cause conflict with four Fire Alarm devices(3 existing, 1 new). Please advise.

Answer:

The fire alarm device locations need to be reviewed by the fire alarm subcontractor (JCI) and relocated to avoid the conflicts with the pallet racks. Our recommendations have been indicated on the attached drawings below in blue.

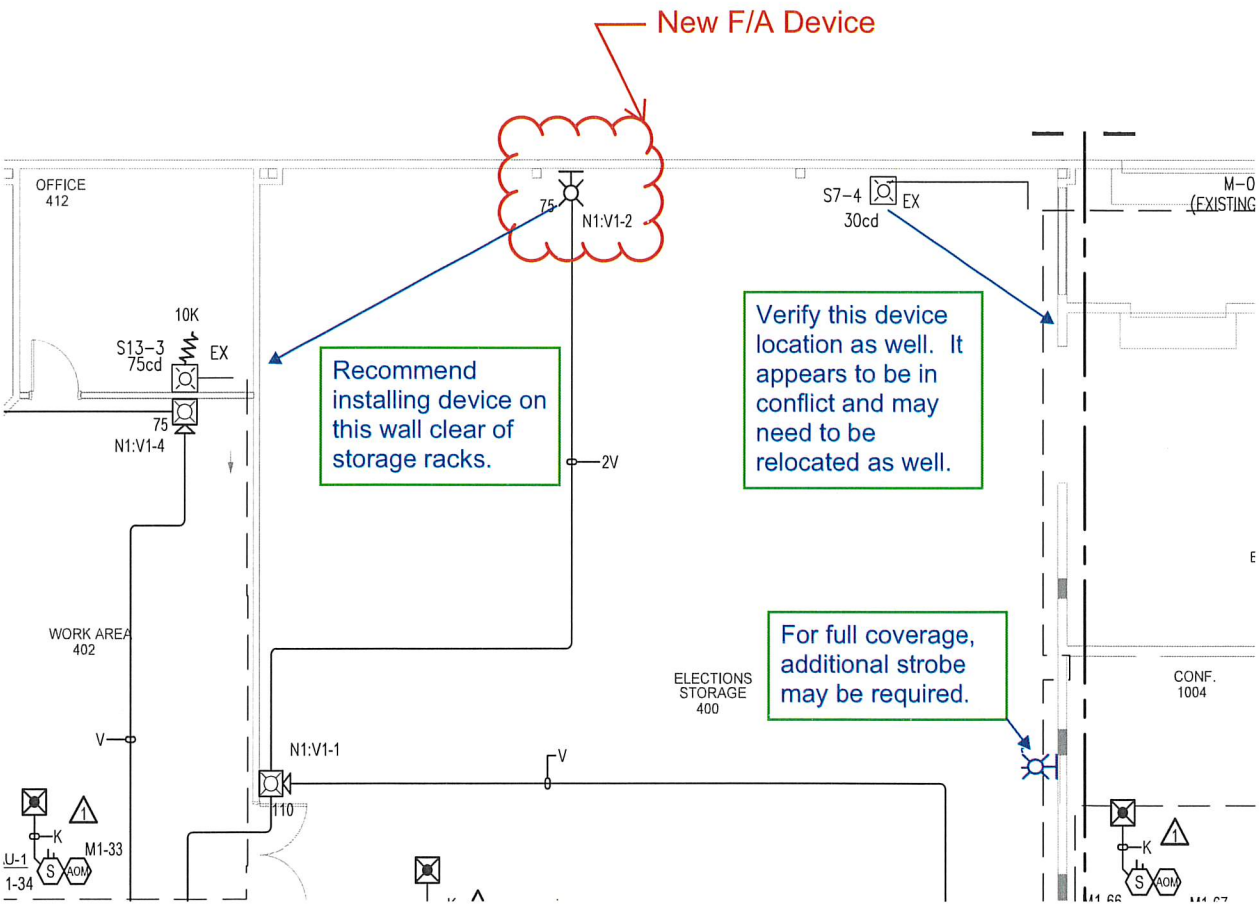
Donald Smith, P.E.
Agnew Associates (F-1005)
10/7/20

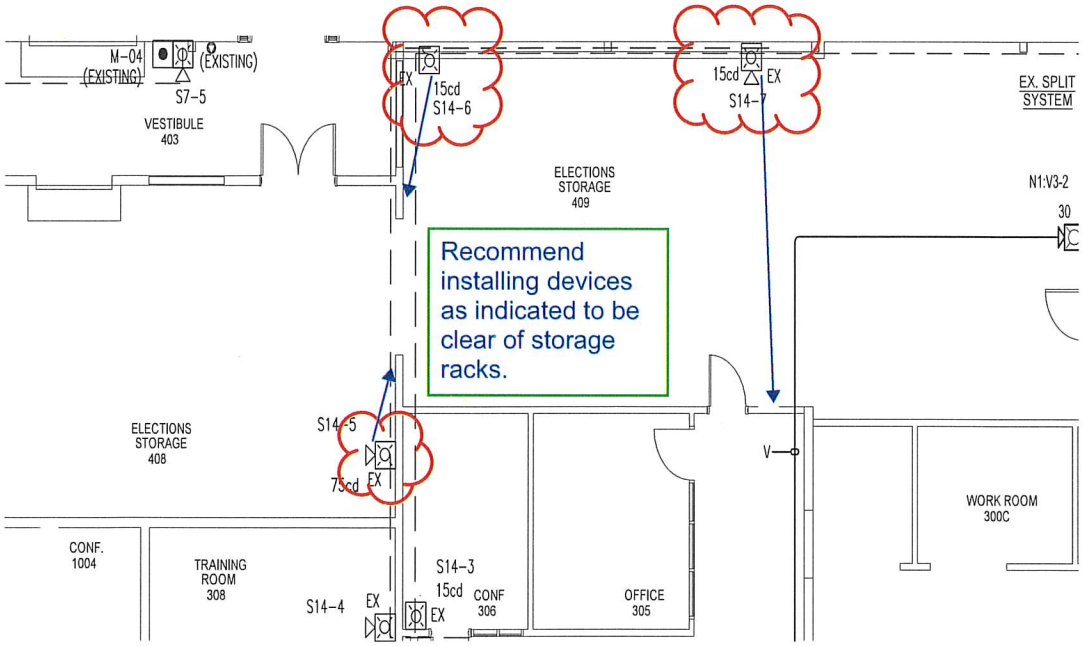
Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:


New F/A Device
OFFICE
412
75
N1:V1-2
S7-4
EX
30cd
M-0
(EXISTING
10K
S13-3
75cd
EX
75
N1:V1-4
Recommend installing device on this wall clear of storage racks.
2V
Verify this device location as well. It appears to be in conflict and may need to be relocated as well.
WORK AREA
402
ELECTIONS
STORAGE
400
For full coverage, additional strobe may be required.
CONF.
1004
V
N1:V1-1
V
110
K
U-1
M1-33
1-34
S
AOM
K
S
AOM


M-04
(EXISTING)
(EXISTING)
S7-5
VESTIBULE
403
EX
15cd
S14-6
15cd
EX
S14-7
EX. SPLIT
SYSTEM
ELECTIONS
STORAGE
409
N1:V3-2
30
Recommend installing devices as indicated to be clear of storage racks.
ELECTIONS
STORAGE
408
S14-5
75cd
EX
V
WORK ROOM
300C
CONF.
1004
TRAINING
ROOM
308
S14-4
EX
S14-3
15cd
EX
CONF
306
OFFICE
305

Commissioners Court - Regular Session **34.**

Meeting Date: 12/15/2020

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 38

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #38 in the amount of $418.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide labor and materials for door infills at Conference Room 1004 and General Office 1000. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 38

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:13 AM
Form Started By: Wendy Danzoy		Started On: 12/03/2020 08:36 AM
Final Approval Date: 12/03/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

October 20, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0038

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $418 (four hundred eighteen) dollars to provide Door Infills at Conference Room 1004 and General Office 1000 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Form B and Backup

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0038

QUOTATION :

Item	Labor	Materials	Subs	Total
Door Infills at Conference Room 1004 and General Office 1000	$0.00	$0.00	$375.00	$375.00
Totals	$0.00	$0.00	$375.00	$375.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$37.50
	Fee on JTV			$0.00
	Bond			$5.22
	Remodel Tax			$0.00
	TOTAL			**$417.72**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/20/2020

Accepted

By: LDwayne Dorrell

Date 10-28-2020

VAUGHN CONSTRUCTION

By: DBM

Doug Boram

Proposal Valid for 10 Days

Standard Drywall, Inc.

4304-A Burch Drive Del Valle, TX 78617

Change Order Proposal

TO: Doug Boram
Vaughn Construction
10355 Westpark Dr.
Houston, TX 77042
PHONE: -
FAX: blank

DATE: September 28, 2020
JOB NAME: Wilco Inner Loop Radio Annex
JOB NUMBER: TX7290 -20

Description: RFI 125 - Door Infill

DETAILS OF WORK	Unit	Quantity	Unit Cost	Total
Materials				
see attached			$ -	$ 56.78
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	0.00%	$ -
			Material Subtotal	$ 56.78
Equipment				
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		TAX	8.25%	$ -
			Equipment Subtotal	$ -
Labor				
see attached				$ 269.71
				$ -
				$ -
				$ -
				$ -
				$ -
			Labor Subtotal	$ 269.71
			Subtotal	$ 326.49
		OH&P	15.00%	$ 48.97
			TOTAL AMOUNT OF CHANGE:	**$ 375**
			ADDITIONAL DAYS REQUESTED:	

QUALIFICATIONS:

ACCEPTED BY:

Doug Boram — Date

SUBMITTED BY:

September 28, 2020
Jeremy Riddle — Date

Revised: 9/17/2004

Section Markup

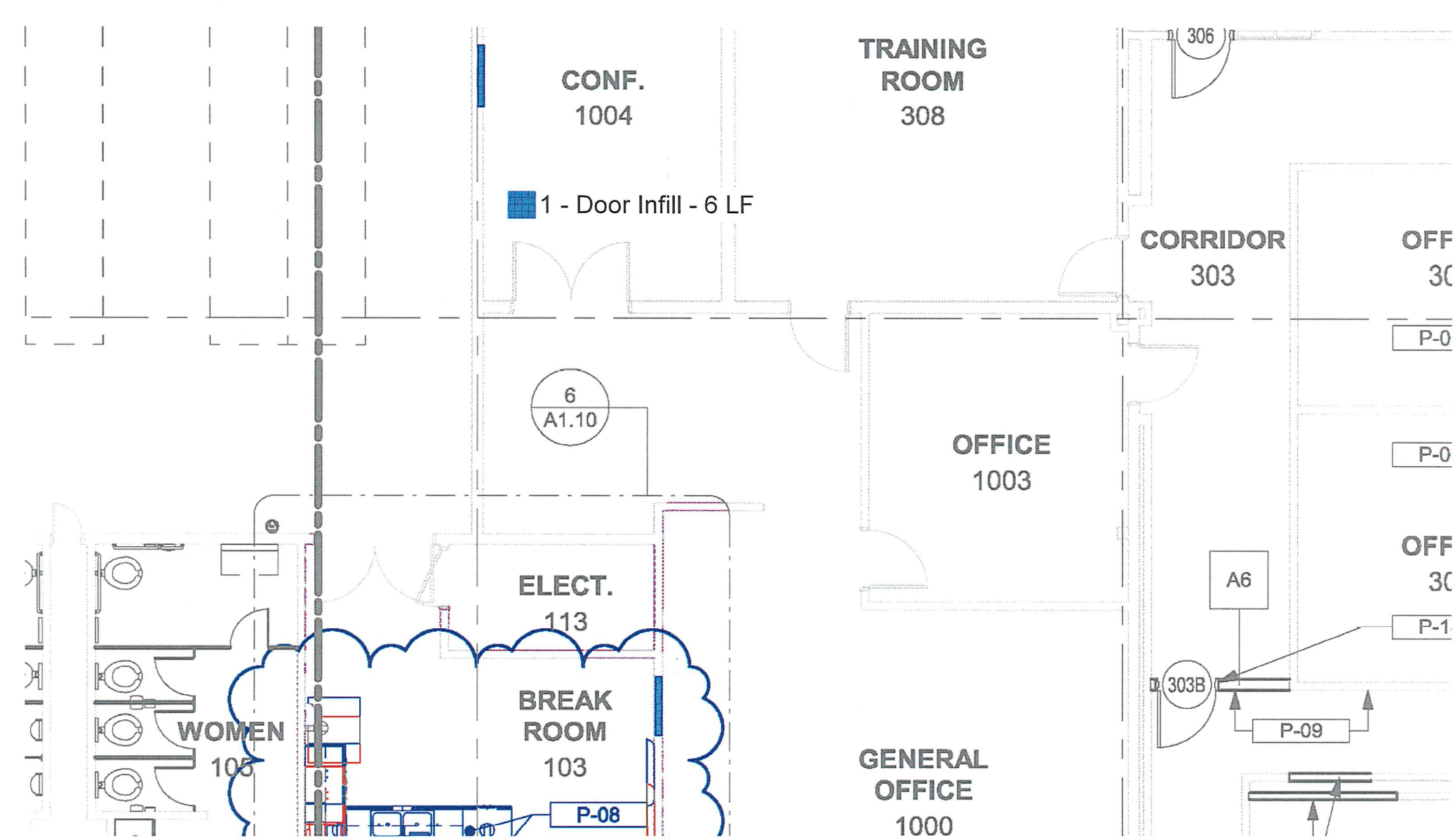
Wilco Inner Loop Anex/Radio Shop

RFI 125 - Door Infills

Bid No. 11

		Material		Labor		Subs		Equipment		Other		Total
Net Totals		**55.74**		**234.78**		**0.00**		**0.00**		**0.00**		**290.52**
Stock		0.00		10.39		–		–		–		10.39
Cleanup		0.00		10.39		–		–		–		10.39
Supervision		–		14.15		–		–		–		14.15
Sub Totals		**55.74**		**269.71**		**0.00**		**0.00**		**0.00**		**325.46**
Escalation	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Tax/Burden	1.86%	1.04	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.32%	1.04
PerDiem		–		0.00		–		–		–		0.00
Sub Total		**56.78**		**269.71**		**0.00**		**0.00**		**0.00**		**326.49**
Overhead	15.00%	8.52	17.23%	40.46	0.00%	0.00	0.00%	0.00	0.00%	0.00	15.00%	48.97
Profit	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
Bid total		**65.30**		**310.17**		**0.00**		**0.00**		**0.00**		**375.47**

Grand Total: **375.47**


CONF.
1004
TRAINING
ROOM
308
306
1 - Door Infill - 6 LF
CORRIDOR
303
OFF
3(
P-0
6
A1.10
OFFICE
1003
P-0
OFF
3(
A6
P-1
303B
P-09
ELECT.
113
BREAK
ROOM
103
WOMEN
105
P-08
GENERAL
OFFICE
1000

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 125

To: Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626
Phone: (512) 943-1611
Fax:

From: Thomas Morrill

Date: 09/11/2020

Required By: 09/11/2020

Owner: Williamson County, Texas

Job No : 279101

Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Re: Door Infills at Conference Room 1004 and General Office 1000

Spec. Section:

Drawing Number: AD1.02, A1.02, A1.10

Other Reference: Door Infills at Conference Room 1004 and General Office 1000

Question:
Drawing AD1.02 shows existing doors to be demoed in Conference Room 1004 and General Office 1000, however on Drawings A1.02/A1.10 it does not show to infill the openings where the doors were demoed. Please confirm we are to infill these openings.

Proposed Answer:
These openings will be infilled.

Answer:
Infill at removed doors in Rooms 1004 & 1000 is needed.

Thank you,

Cathrine Cleavinger
Associate/Sr Project Manager
AIA, LEED AP BD+C
kga
09/14/2020

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

RFI NO: 125

To: Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626
Phone: (512) 943-1611
Fax:

From: Thomas Morrill

Date: 09/11/2020

Required By: 09/11/2020

Owner: Williamson County, Texas

Job No : 279101

Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Re: Door Infills at Conference Room 1004 and General Office 1000

Spec. Section:

Drawing Number: AD1.02, A1.02, A1.10

Other Reference: Door Infills at Conference Room 1004 and General Office 1000

Question:
Drawing AD1.02 shows existing doors to be demoed in Conference Room 1004 and General Office 1000, however on Drawings A1.02/A1.10 it does not show to infill the openings where the doors were demoed. Please confirm we are to infill these openings.

Proposed Answer:
These openings will be infilled.

Answer:

Infill at removed doors in Rooms 1004 & 1000 is needed.

Thank you,

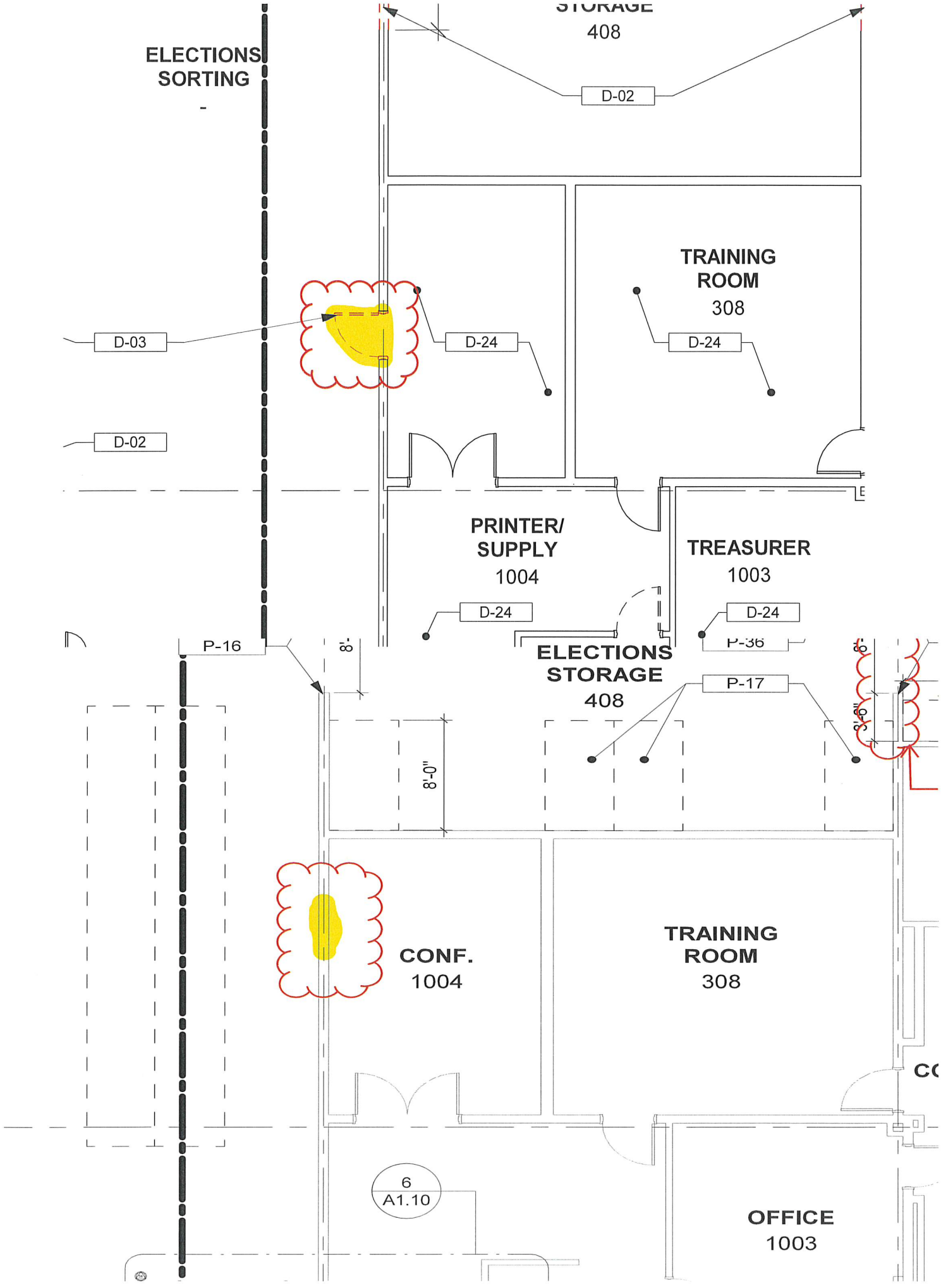
Cathrine Cleavinger
Associate/Sr Project Manager
AIA, LEED AP BD+C
kga
09/14/2020

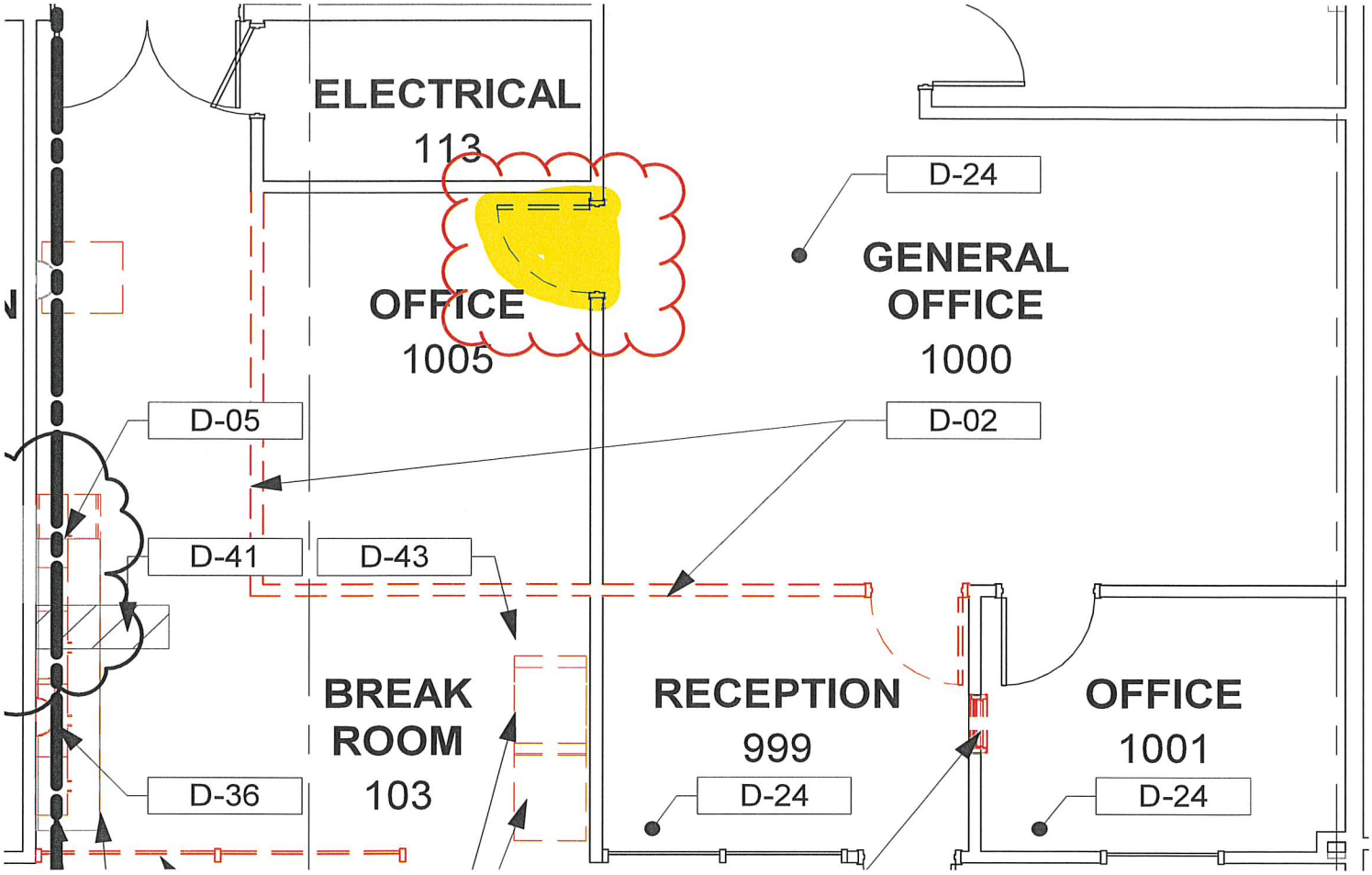
Very truly yours,

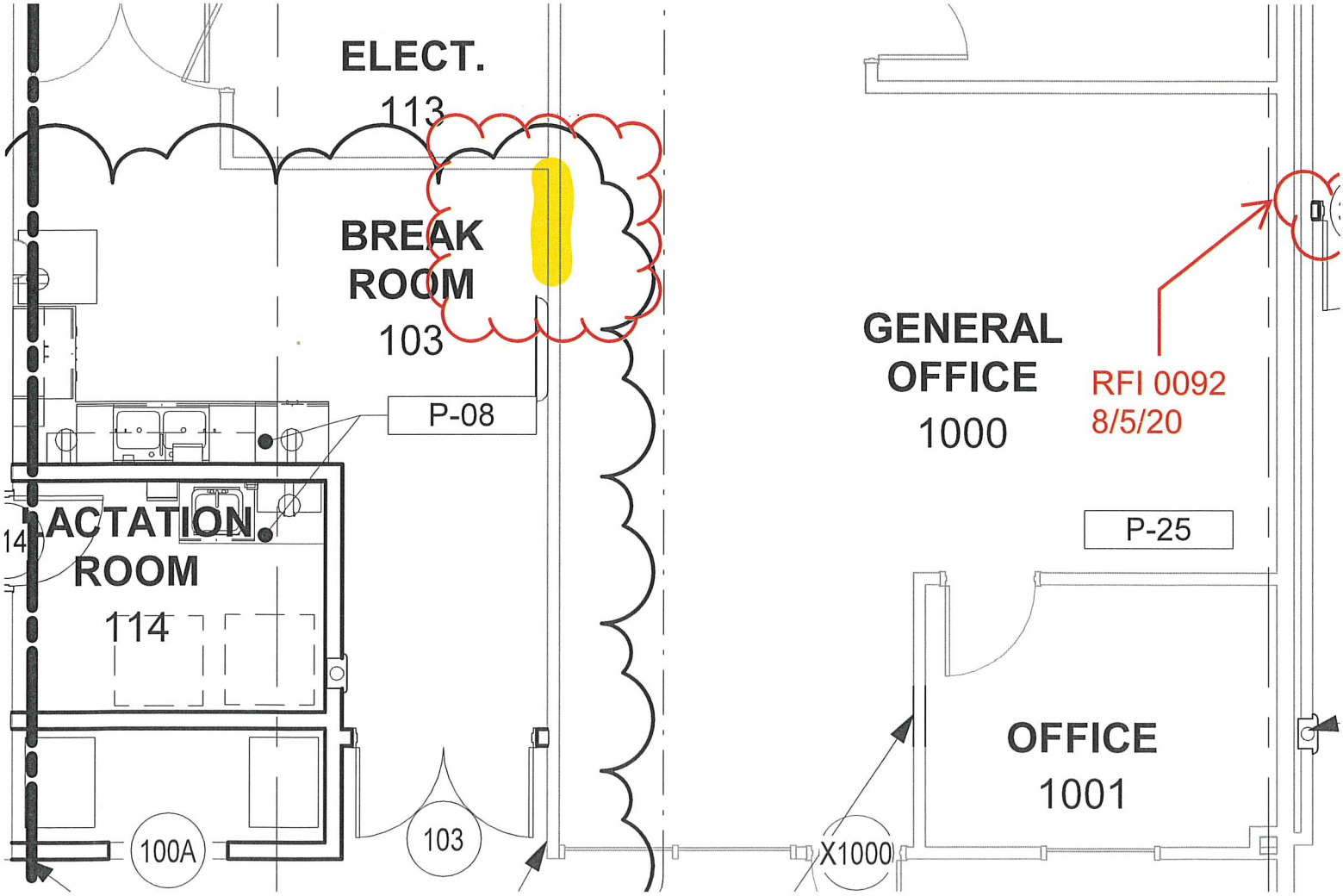
VAUGHN CONSTRUCTION

Attachments:

CC:


ELECTIONS SORTING
STORAGE
408
D-02
TRAINING ROOM
308
D-03
D-24
D-24
D-02
PRINTER/ SUPPLY
1004
TREASURER
1003
D-24
D-24
P-16
8'-
ELECTIONS STORAGE
408
P-17
8'-0"
CONF.
1004
TRAINING ROOM
308
6
A1.10
OFFICE
1003


ELECTRICAL
113
OFFICE
1005
D-24
GENERAL
OFFICE
1000
D-05
D-02
D-41
D-43
BREAK
ROOM
103
D-36
RECEPTION
999
D-24
OFFICE
1001
D-24


ELECT.
113
BREAK
ROOM
103
P-08
LACTATION
ROOM
114
100A
103
GENERAL
OFFICE
1000
RFI 0092
8/5/20
P-25
OFFICE
1001
X1000

Commissioners Court - Regular Session **35.**

Meeting Date: 12/15/2020

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 39

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #39 in the amount of $13,957.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide materials and labor to relocate (3) "A" Fixtures in elections Storage Room 409. There are no time extensions included. On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 39

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:14 AM
Form Started By: Wendy Danzoy		Started On: 12/03/2020 08:38 AM
Final Approval Date: 12/03/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

October 21, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0039

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $13,957 (thirteen thousand nine hundred fifty-seven) dollars to provide installation of (23) Exit Signs and associated materials through out phase 1 and 2. for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Borah

Attachments: Form B and Backup

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0039

QUOTATION :

Item	Labor	Materials	Subs	Total
installation of (23) Exit Signs and associated materials through out phase 1 and 2.	$0.00	$0.00	$12,530.00	$12,530.00
Totals	$0.00	$0.00	$12,530.00	$12,530.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$1,253.00
	Fee on JTV			$0.00
	Bond			$174.44
	Remodel Tax			$0.00
	TOTAL			**$13,957.44**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/21/2020

Accepted

By: Dwayne Ferrell

Date 10-23-2020

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 10 Days

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

10/20/2020

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Annex Renovation
301 SE Inner Loop #109
Georgetown, TX 78626

Change Order Number: 552 – 41

CHANGE ORDER INFORMATION: Includes the installation of (23) "X" FIxtures

WORK DESCRIPTION: Includes installation of (23) Exit Signs and associated materials through out phase 1 and 2.

The total amount of this Change Order is: **$12,530.00**

Total Number of Working Days: **4**

Exclusions:

- **Overtime**
- **Tax**
- **Sheetrock Cutting, or Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Fixture Delivery Delays due to COVID – 19**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1001	3/4" EMT	200.00	139.54	C	279.08	5.00	C	10.00
1122	3/4" Steel Flex	184.00	121.70	C	223.93	5.00	C	9.20
1445	3/4" Set Screw Steel Conn	40.00	381.23	C	152.49	0.10	E	4.00
1545	3/4" Set Screw Steel Cplg	20.00	368.95	C	73.79	0.12	E	2.40
1869	3/4" Steel 2-Screw Flex Conn	46.00	7.74	E	356.04	0.35	E	16.10
2339	3/4" 1-Hole Strap	40.00	48.21	C	19.28	4.00	C	1.60
2472	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4 KO's)	20.00	5.95	E	119.00	0.30	E	6.00
2582	1G Gangable Old Work (Cut-in) Switch Box	23.00	5.34	E	122.82	0.80	E	18.40
2660	#12 THHN CU Stranded Wire	1476.00	174.15	M	257.05	6.00	M	8.86
4409	#14-12-10 Wire Termination Labor	120.00	0.00	E	0.00	0.18	E	21.60
5079	4" Square Flat Blank Cover	20.00	1.02	E	20.40	0.12	E	2.40
5206	Exit Fixture w/Batt Pack	23.00	1190.25	E	1190.25	1.00	E	23.00
6133	Red Wirenuts	140.00	145.79	M	20.41	3.50	C	4.90
6187	Switch Box Wall Support	23.00	353.60	C	81.33	0.02	E	0.46
7114	Ground Screw with Bare Pigtail	43.00	265.76	C	114.28	2.00	C	0.86
6168	1/4X4 Toggle Bolt	95.00	37.85	C	35.96	12.00	C	11.40
					3066.10			141.18

Change Order Summary	
Material Total	$3,066.10
Material Subtotal	$3,066.10
Electrician Hours	70.59
Electrician per Hour with Burden	$35.03
Overtime Electrician Hours	
OT Electrician per Hour with Burden	N/A
Superintendent Hours	70.59
Superintendent per Hour with Burden	$59.85
OT Superintendent Hours	
OT Superintendent per Hour with Burden	N/A
Labor Subtotal	***$6,697.58***
Consumables (6% of material)	*$183.97*
Project Management (5% of labor)	*$334.88*
Safety ($0.50 per labor hour)	*$70.59*
Equipment	*$225.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$814.44***
Total Costs Subtotal	$10,578.12
Overhead & Profit (15%)	$1,586.72
Bond (3%)	$364.95
CHANGE ORDER TOTAL	**$12,530**

ELLIOTT ELECTRIC SUPPLY

"We Deliver... Lower Cost, Quality Products and Personal Service"

QUOTATION

JOB:	WILCO ANNEX	TO:	DOYLE ELECTRIC
DATE:	10/19/2020	ATTN:	TRAVIS
BY:	ROBYN PACKARD	QUOTE #	

Qty.	Type	Description	Unit Price	Extended Price
23	X	LQM S 3 R 120/277 EL N M6 LQM S 3 R 120/277 EL	$51.75	
NOTES	SHIPPING & TAX NOT INCLUDED		**TOTAL PRICE**	$1,190.25

PRICING BASED ON MATERIAL LISTED AND OR INCLUDED / ATTACHED BILLS OF MATERIAL.
ANY CHANGES TO THE ABOVE OR ATTACHED BILLS OF MATERIAL WILL REQUIRE A REQUOTE.
PRICING IS GOOD FOR 30 DAYS UNLESS NOTED OTHERWISE.
SPARES NOT INCLUDED UNLESS NOTED OTHERWISE

Commissioners Court - Regular Session **36.**

Meeting Date: 12/15/2020

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 40

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Inner Loop Annex Project (P434); Vaughn Construction Change Order #40 in the amount of $7,823.00. This change order is being funded by owner's contingency from within the original project budget.

Background

This change order is to provide equipment, installation, resubmittal and testing to add (12) monitor points for the fire pump at Inner Loop Annex. There are no time extensions included.

On January 7, 2020, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders up to $30,000 in relation to Williamson County Inner Loop Annex Project, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Inner Loop Annex (P434) – Vaughn Construction Change Order No. 40

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:14 AM
Form Started By: Wendy Danzoy		Started On: 12/03/2020 08:40 AM
Final Approval Date: 12/03/2020		

VAUGHN
CONSTRUCTION
301 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

October 23, 2020

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Annex Renovation
Job No: 279101

Subj: Change Proposal No. 279101-0040

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $7,823 (seven thousand eight hundred twenty-three) dollars to provide equipment, installation, resubmittal and testing to add (12) monitor points for the fire pump for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Form B and Backup

CC:

FORM B

PROJECT: Annex Renovation

CHANGE PROPOSAL NO: 279101-0040

QUOTATION :

Item	Labor	Materials	Subs	Total
equipment, installation, resubmittal and testing to add (12) monitor points for the fire pump	$0.00	$0.00	$7,023.00	$7,023.00
Totals	$0.00	$0.00	$7,023.00	$7,023.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$702.30
	Fee on JTV			$0.00
	Bond			$97.77
	Remodel Tax			$0.00
	TOTAL			**$7,823.07**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/23/2020

Accepted

By: Dwayne Dorsett

Date 10-29-2020

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 10 Days

Change Order Proposal

Johnson Controls Fire Protection
401 Center Ridge Dr.
Unit 400
AUSTIN TX 78753-0000
Tel. No: 512-634-1800

Date: 09/23/2020

Customer: J.T. Vaughn Construction
10355 Westpark
HOUSTON TX 77042-0000

Customer Tel. No: 713-243-8300

Customer Fax. No:

Project: Williamson County Annex
301 SE Innerloop
GEORGETOWN TX 78626-0000

Customer PO/Cont No. _____

Customer RFP Number _____

Johnson Controls Contract No: 617241501

Johnson Controls CO No: CO-FA-001

Johnson Controls RFI No: _____

Contract Extension in days: 30

It is hereby agreed the changes and additions in the Scope of Work noted below shall constitute an Extra to the contract in the amount noted on this form.

The sum shall be added to the original value of the above numbered contract and at Extras heretofore approved.

Change Order Description: Fire Pump Add

Scope Of the Work:

Provide equipment, installation, resubmittal and testing to add (12) monitor points for the fire pump. All new tampers and flows will be monitored along with pump controller phase reversal, pump run and power loss. Price excludes conduit, back boxes and being on site for pump start up. Price includes a pretest once monitor equipment is installed and final test with fire marshal.

Price of the Work: $7,023.00

The above price includes all applicable taxes Yes No ✓

All work performed hereunder shall be in accordance with the terms and conditions of the base contract in effect as to the day of this proposal.

Customer Signature	**Johnson Controls Signature**
Signature _____	Signature _____
Name:	Name: Zerek Peel
Title:	Title: Project Manager

2791-01 Wilco Annex Renovation Funds Tracking Log

CP #	Description	Date Submited	Date Returned	Amount	Days Added	Owners Contingency Remaining
1	Credit for Taking Security Scope from Contract	3/2/2020	4/22/2020	$ (195,667.00)	0	$ 190,000.00
2	Changes associated with ASI 1	3/18/2020	4/22/2020	$ 9,995.00	6	$ 180,005.00
3	Various Framing/Sheet Rock Changes Per RFI's 41, 51, 52 and 54	3/26/2020	4/22/2020	$ 1,905.00	0	$ 178,100.00
4	Sprinkler System changes per RFI 49 and ASI 002	3/30/2020	6/9/2020	$ 121,178.00	59	$ 56,922.00
5	Bring existing water heater up to code per RFI 045	3/31/2020	4/22/2020	$ 3,218.00	0	$ 53,704.00
6	Various Electrical Changes per RFI's 1, 5, 6, 23, 30, 31, 32, 34	4/2/2020	5/5/2020	$ 9,726.00	26	$ 43,978.00
7	sawcut, excavate and tie in drain line per RFI 65	5/8/2020	5/11/2020	$ 7,164.00	0	$ 36,814.00
8	sawcut and relocate electrical conduit and domestic water line into Receptions wall per RFI 6R	5/8/2020	5/11/2020	$ 4,504.00	0	$ 32,310.00
9	Add Unistrut and All thread system to support soffit in Voting Room 101 -Per RFI 50	5/8/2020	5/11/2020	$ 3,023.00	0	$ 29,287.00
10	Material and labor to cut out and re-caulk the gray sealant with aluminum stone sealant	5/11/2020	5/19/2020	$ 855.00	0	$ 28,432.00
11	Adding (2) 42 Circuit panels, 75KVA Transformer, and Demo (1) 24 Circuit panel	6/2/2020	6/4/2020	$ 19,578.00	8	$ 8,854.00
12	Additional framing for recessed projector screens	6/10/2020	6/10/2020	$ 1,671.00	0	$ 7,183.00
13	Unneeded electrical scope at the Annex and Radio Shop	6/11/2020	7/9/2020	$ (1,990.00)	0	$ 9,173.00
County Added Contingency Funds $150,000						$ 159,173.00
14	Paint existing gas pipe on roof	6/22/2020	7/15/2020	$ 5,179.00	0	$ 153,994.00
15	A/V and Data Changes	7/7/2020	7/9/2020	$ 3,042.00	0	$ 150,952.00
16	Open Office 602 Ceiling	7/7/2020	7/9/2020	$ 15,965.00	0	$ 134,987.00
17	Installation of (1) Pendant Light, and Demo of Control Panel	7/24/2020	7/24/2020	$ 1,091.00	0	$ 133,896.00
18	Install a new wall mounted wire rack in IT Supply Closet 806	8/3/2020	8/11/2020	$ 1,225.00	0	$ 132,671.00
19	Removal of metal panels and finishing of Kitchen 609 wall	8/3/2020	8/11/2020	$ 1,288.00	0	$ 131,383.00
20	Credit for accepting alternate carpet flooring at Annex	8/3/2020	8/11/2020	$ (6,000.00)	0	$ 137,383.00
21	Provide 8 data drops to the modular furniture in Open Office 501 per RFI 35	8/6/2020	8/11/2020	$ 4,511.00	0	$ 132,872.00
22	Provide and install sound insulation to Offices 707 and 708	8/12/2020	8/19/2020	$ 781.00	0	$ 132,091.00
23	Saw cutting and pour back across roundabout to feed the pole light, flag fixtures, and associated materials.	8/12/2020	8/19/2020	$ 5,766.00	0	$ 126,325.00
24	provide Carpet and Base in Storage 800 and 501B per RFI 94	8/18/2020	8/19/2020	$ 4,124.00	0	$ 122,201.00

25	provide demolish fabric duct sock and install new spiral duct work and diffusers and supplies in Work Room 300B and 300C	8/19/2020	8/19/2020	$ 4,763.00	0	$ 117,438.00
26	Demolition of Plan West Wall in Work Rooms 300B and 300C	8/24/2020	9/8/2020	$ 2,444.00	0	$ 114,994.00
27	Demolition and Re-Work of Conference Room 301	8/24/2020	9/8/2020	$ 3,940.00	0	$ 111,054.00
28	Infill of cased opening in Elections Storage per RFI 104	8/28/2020	9/8/2020	$ 535.00	0	$ 110,519.00
29	Demo and reframing of the plan south wall of the IT Training 300A per RFI 106	9/3/2020	9/8/2020	$ 2,890.00	0	$ 107,629.00
30	Drop ceiling in Small Parts Room 104 per RFI 119	9/11/2020	9/22/2020	$ 613.00	0	$ 107,016.00
31	Electrical revisions per RFIs 109 and 116	9/11/2020	9/22/2020	$ 964.00	0	$ 106,052.00
32	Electrical revisions per RFI 110	9/11/2020	9/22/2020	$ 5,095.00	0	$ 100,957.00
33	Two 60 ft Finelite sections in Open Office 200 per ASI #05	9/17/2020	9/17/2020	$ 29,511.00	0	$ 71,446.00
34	Lighting controls in workrooms 300B and 300C	10/2/2020		$ 3,277.00	0	$ 68,169.00
35	Relocation of 3 "A" fixtures in Elections Storage 409	10/2/2020		$ 1,006.00	0	$ 67,163.00
36	Dimmer Switch in Shared Office 612 per RFI 131	10/5/2020		$ 726.00	0	$ 66,437.00
37	Fire Alarm Conflict w/ Pallet Racks	10/15/2020		$ 2,407.00	0	$ 64,030.00
38	Door Infills at Conference Room 1004 and General Office 1000	10/20/2020		$ 418.00	0	$ 63,612.00
39	(23) Exit Signs	10/22/2020		$ 13,957.00	0	$ 49,655.00
40	Fire Pump (JCI)	10/23/2020		$ 7,823.07		$ 41,831.93
41	Overhead Door (Electrical)	10/26/2020		$ 911.19		$ 40,920.74
42						
43						
T				$ 103,412.26	99	$ 40,920.74

Initail Contract Amount	$3,761,000.00
New Contract Amount	$3,864,412.26
Initial Completion Date	11/13/2020
New Completion Date	2/20/2021

NTP	1/13/2020
Contract Days (Calendar Days)	305
Substantial Completion Date	11/13/2020
Added Days (Workdays)	99
New Substantial Completion Date	4/1/2021

Commissioners Court - Regular Session **37.**

Meeting Date: 12/15/2020

MTech Master Service Agreement Renewal Addendum

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Renewal Addendum for Master Service Agreement with MTech for Supporting Operations of The Williamson County Facilities Department for HVAC, Plumbing, Electrical Services and Pipe/Duct Work per BuyBoard Contract #558-18.

Background

The Master Service Agreement renewal addendum is valid until December 31, 2021. Each project will be initiated with a work order and Purchase Order. Department contact is Christi Stromberg. Various funding sources depending on project are 01.0100.0509.004509, 01.0100.0509.04510, 01.0100.0509.004512.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MTech Master Services Agreement

MTech MSA Renewal Addendum 2021

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/10/2020 10:28 AM
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:29 AM
Form Started By: Dianne West		Started On: 12/08/2020 02:03 PM
Final Approval Date: 12/10/2020		

COMFORT SYSTEMS USA
Mtech-Icon

1720 Royston Lane
Round Rock, TX 78664
(512) 929-7090
www.mtechtexas.com
TACLA 20760C | TECL 29725 | M-18971
Buyboard #558-18

MASTER SERVICES AGREEMENT No. _____

This Master Services Agreement (this "**Agreement**") is made and entered into as of the date signed by the last party to sign below (December 9, 2019) and is by and between **Mechanical Technical Services, Inc.** ("**MTECH**"), with its principal place of business at 1720 Royston Lane Round Rock, TX 78664 and **Williamson County, a political subdivision of the State of Texas acting through its governing body** ("**WILCO**" or the "**COUNTY**") with its principal office at 3101 SE Inner Loop Georgetown, TX 78626 (hereinafter individually referred to as the "**Party**" or together referred to as the "**Parties**").

WHEREAS, MTECH is engaged in the business of maintaining, servicing, and providing plumbing, electrical, and heating, ventilation, and air conditioning building systems and wishes to provide WILCO with such services; and

WHEREAS, WILCO wishes to retain MTECH from time to time to perform discrete projects on an individual work order basis under this Agreement; and

NOW THEREFORE, in consideration of the foregoing the Parties hereby agree as follows:

1 WORK ORDER; SERVICES:

1.1 Each project for which WILCO desires to engage MTECH shall be set forth in detail in a separate work order ("**Work Order**"), which shall be labeled by project number, and which together shall not exceed a total amount of $350,000 unless otherwise agreed in writing by the Parties. The Work Order shall be submitted on the form attached hereto as **Exhibit A** and shall detail the scope of work, schedules, compensation for each project, and shall refer and automatically incorporate the terms and conditions of this Agreement. In the event of any conflict or inconsistency between any term or condition in a Work Order, and any term or condition of this Agreement, the terms and conditions of this Agreement will govern and control.

1.2 Either MTECH or WILCO may issue a Work Order. However, MTECH shall not be obligated to perform any work until the Work Order is mutually agreed upon and executed by both Parties. To the extent the Parties draft a Work Order electronically either an electronic signature or confirming email shall operate as proper execution of such Work Order. Once executed, a Work Order shall be binding and deemed part of, and shall be subject to, this Agreement.

1.3 MTECH is qualified, experienced, and capable of performing the services described in the agreed upon Work Orders and this Agreement ("**Services**"), and has agreed to perform the Services in accordance with the terms and conditions of this Agreement and the Work Order(s).

1.4 WILCO shall be responsible for and shall pay for the costs and expenses in connection with the Services and goods provided under this Agreement and as specified in a Work Order.

1.5 Subject to prompt payment by WILCO, MTECH shall provide all materials, labor, and equipment necessary for the performance of the Services as specified in the Work Order.

COMFORT SYSTEMS USA
Mtech-Icon

1720 Royston Lane
Round Rock, TX 78664
(512) 929-7090
www.mtechtexas.com
TACLA 20760C | TECL 29725 | M-18971
Buyboard #558-18

1.6 In the event that WILCO requests a change in the scope of the Services to be provided by MTECH and if the change requested changes the price or schedule of the Services provided by MTECH, MTECH shall provide a revised cost or schedule estimate to WILCO, within five (5) business days of the requested change. If WILCO accepts the revised cost or schedule estimate, WILCO shall issue an executed Change Order submitted on the form attached hereto as **Exhibit B** (**"Change Order"**). Such Change Order shall be executed by an authorized representative of MTECH. Upon execution of the Change Order by an authorized representative of MTECH, the Change Order shall become a binding agreement between the Parties under the terms and conditions of the Work Order which it modifies and this Agreement. MTECH shall not be obligated to perform any changed work until the Change Order is mutually agreed upon and executed by both Parties.

1.7 If MTECH encounters conditions at any site(s) that are (.1) subsurface or otherwise concealed physical conditions that differ materially from those reasonably anticipated; 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 Work Order or other contract document, MTECH shall promptly provide notice to WILCO before conditions are disturbed, and MTECH shall be entitled to an equitable adjustment to the Contract Price and Contract Time (as those terms are defined herein) to the extent such conditions increase MTECH's cost of, or time required for, performance of any part of the Services.

2 COMPENSATION; CONTRACT PRICE:

2.1 The compensation (the **"Contract Price"**) and payment schedule for performance of the Services shall be set forth in detail in each Work Order.

2.2 WILCO payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. Invoices shall be deemed overdue the thirty-first (31st) day after the later of the following: (.1) the date WILCO receives the good under specified in the Work Order; (.2) the date the performance of the service is completed; or (.3) the date Williamson County Facilities and Williamson County Auditor receives an invoice for the good and services, which shall be defined as the date an invoice is deemed delivered to the address provided in Section 2.3 below.

2.3 To ensure prompt payment, MTECH's invoices shall include: (.1) the project or Work Order number; (.2) the invoice number; (.3) a reasonably detailed description of the Services rendered including, but not limited to: quantity or quantities, applicable unit prices, total prices and total amount; (.4) WILCO Purchase Order number; and (.5) MTECH business and mailing address, telephone number, and business name. Invoices shall be submitted by regular or electronic mail directly to:

Williamson County Facilities Department
Attn: Assistant Director of Maintenance for Facilities
3101 SE Inner Loop Georgetown, TX 78626
Tel: 512-943-1599
Fax: 512-943-3888
Email: facilities@wilco.org

COMFORT SYSTEMS USA
Mtech-Icon

1720 Royston Lane
Round Rock, TX 78664
(512) 929-7090
www.mtechtexas.com
TACLA 20760C | TECL 29725 | M-18971
Buyboard #558-18

2.4 If WILCO disputes any MTECH invoice, WILCO will: (.1) pay all charges not disputed, and (.2) notify MTECH of the dispute in writing, providing the invoice number and an explanation of the issue in dispute. If the dispute is not resolved within (15) days, either Party may submit their claim to dispute resolution as provided in Section 13.9. The Parties will cooperate in good faith to resolve any such disputes after WILCO notifies MTECH of the dispute. If both Parties agree that a disputed amount is a legitimate charge, WILCO will pay such amount within thirty (30) days of such determination.

2.5 Payment for goods and Services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date WILCO receives the goods under the contract; (2) the date the performance of the Service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or Services. Interest charges for any overdue payments shall be paid by licensee 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 licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. MTECH expressly acknowledges that invoices and supporting documentation must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Tex. Gov't Code and the policies of the Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to MTECH under this Agreement or under applicable laws or in equity, MTECH shall have the right to terminate this Agreement for default, or suspend the Services until payment is received and recover all related costs arising from or related to the suspension, including demobilization and remobilization costs.

3 CONTRACT TIME:

3.1 MTECH shall complete the services in accordance with the agreed upon project schedules and milestones (the "**Project Schedule**") set forth in the applicable Work Order(s) (the "**Contract Time**"). MTECH shall be entitled to adjustments to the Contract Time and Contract Price in the event WILCO modifies, compresses, or accelerates any of the activities in the Project Schedule.

3.2 If MTECH is delayed at any time in the commencement or progress of the Services by WILCO, or separate contractors or design professionals employed by the WILCO, or by any other third party or event: (.1) WILCO's failure to timely perform its obligations under this Agreement or any Work Order; (.2) any government or regulatory agency's failure to timely review and approve any applicable permits, submittals, or design document; (.3) changes ordered in the Services by WILCO; or (.4) any Force Majeure Event as defined below; then the Contract Time shall be extended by a Change Order for a period of time reasonably necessary to overcome the effect of the delay, and the Contract Price shall be increased for the additional costs (if any) arising from such delay including any increased costs of materials and increased cost of labor, including overtime.

1720 Royston Lane
Round Rock, TX 78664
(512) 929-7090
www.mtechtexas.com
TACLA 20760C | TECL 29725 | M-18971
Buyboard #558-18

3.2.1 To the fullest extent permitted by applicable laws, MTECH shall not be responsible or liable, and shall be entitled to equitable adjustments to the Contract Price and Contract Time, for any delays and/or any failure in performing the Services or its obligations hereunder due to causes beyond its reasonable control, including, and without limitation: acts of God, war (including civil war), riots, embargoes, acts of civil or military authorities, acts of any government (whether sovereign or contractual), fires, floods, explosions, the elements, epidemics, quarantine restrictions, strikes, lockouts, plant shutdowns, accidents, shortages of energy, material shortages, component parts, unavailability of labor, procurement delays, or any other acts or events beyond the parties control (collectively, "**Force Majeure Event**").

4 WILCO RESPONSIBILITIES:

4.1 WILCO shall permit MTECH free and timely access to the project sites, and shall provide project documents or information necessary or required to allow MTECH to complete the Services without interruption or disruption.

4.2 WILCO shall cooperate with MTECH in securing any required building and other permits, licenses and inspections.

4.3 WILCO shall review and approve or take other appropriate action on permits, submittals, Change Order requests, RFI's, and any MTECH notification and deliverables that require WILCO's review and/or approval, within such time periods that will not delay MTECH's performance of the Services. However, the review period shall not exceed ten (10) business days.

4.4 WILCO shall also schedule and conduct all reviews, inspections, and tests required to obtain any equivalent certifications from any third-party and/or governmental entities with jurisdiction, promptly and so as not to delay the performance of the Services.

4.5 WILCO shall schedule and coordinate the work of its other contractors in a manner that does not interfere or impact MTECH's performance of the Services.

4.6 WILCO reserves the right to inspect all equipment and tools to be used to perform work under this Service. Any equipment reasonably determined to be in poor condition must be replaced immediately, at MTECH expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

4.7 WILCO shall perform periodic inspections of MTECH work under this Service to ensure compliance with the Work Order specifications.

4.8 If WILCO is unable or does not perform its obligations in accordance with this Section 4, MTECH shall be entitled to an extension of the project schedule or Contract Time for such delays, occasioned by WILCO's actions and may also be entitled to an increase in the Contract Price to the extent such delays result in increased costs to perform the Services.

5 MTECH RESPONSIBILITIES

COMFORT SYSTEMS USA
Mtech-Icon

1720 Royston Lane
Round Rock, TX 78664
(512) 929-7090
www.mtechtexas.com
TACLA 20760C | TECL 29725 | M-18971
Buyboard #558-18

5.1 MTECH shall be responsible for furnishing all tools, equipment, staffing and supervision necessary for performance of the Services. Any equipment reasonably determined to be in poor condition by WILCO shall be replaced immediately, at MTECH expense.

5.2 MTECH shall employ labor that is sufficiently skilled and qualified to perform the Services. If any portions of the Services require any professional licenses, MTECH warrants that all such services will be performed by individuals with such required licenses.

5.3 MTECH will be responsible for the acts, omissions, and Services provided by its employees, agents, and representatives.

5.4 MTECH agrees to abide by all applicable laws related to the hiring, employment and supervision of its labor force at all times during the term.

5.5 MTECH shall cooperate with WILCO and WILCO's other contractors, design professionals, and consultants.

5.6 MTECH may provide operator coaching and on-site training of select WILCO personnel, if requested.

5.7 MTECH shall provide SDS sheets to WILCO representative, upon request, for all products used as part of this Service.

5.8 MTECH shall be responsible for all damages to WILCO facility or contents to the extent caused by MTECH, their staff or subcontractors during the performance of their duties.

5.9 MTECG agrees abide by all applicable federal, state and local safety requirements related to the Services, including but not limited to OSHA requirements, and MTECH shall at all times maintain such training, certifications and documentation required by such laws.

6 INDEPENDENT CONTRACTOR

6.1 MTECH shall at all times act as an independent contractor and, as such, no law, agreement or other arrangement that has the effect of conferring benefits upon officers or employees of WILCO shall be applicable to METCH in connection with the Services. MTECH shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this Agreement.

7 SUBCONTRACTING

7.1 No portion of the work covered under this Service may be subcontracted or assigned without prior approval of WILCO Representative, which shall not be unreasonably withheld, conditioned, or delayed. Request to subcontract all or any portion of services required by MTECH will be submitted to WILCO representative, at minimum of three (3) business days in advance of the proposed effective date of the subcontract.

7.2 MTECH shall be responsible for services provided by any subcontract as if MTECH were providing the services.

COMFORT SYSTEMS USA
Mtech-Icon

1720 Royston Lane
Round Rock, TX 78664
(512) 929-7090
www.mtechtexas.com
TACLA 20760C | TECL 29725 | M-18971
Buyboard #558-18

8 EMERGENCY CALL OUT SERVICE

8.1 MTECH shall provide twenty-four (24) hour emergency service, as needed, for WILCO facilities included in this agreement. Hours shall be Monday through Friday, 5:00 pm to 7:00 am and twenty-four (24) hours each day on weekends and Holidays. MTECH shall have appropriate working personnel at designed site, ready to work, within two (2) hours of the call-out. MTech shall respond to WILCO Facilities representative by telephone within ½ hour if the problem is capable of being corrected through the use of a computer/modem to alleviate the source of complaint.

7 INSURANCE

9.1 MTECH shall maintain throughout the duration of this Agreement adequate insurance to cover such damages, demands, claims, losses, or liabilities resulting from MTECH's performance of the Services which shall include:

(.1) Commercial General Liability coverage in the amount of $1,000,000 (per occurrence) combined single limit of liability for bodily injury and property damage subject to $2,000,000 general aggregate including the following coverage/terms: premises and operations, products/completed operations, personal injury, XCU, independent contractors protective, defense costs are outside the limits of liability, and occurrence based policy;

(.2) Commercial Automobile Liability coverage in the amount of $1,000,000 combined single limit of liability for bodily injury, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles;

(.3) Worker's Compensation Insurance covering MTECH's employees. Worker's Compensation Coverage complying with the laws of the State of Texas and Employer's Liability Insurance with limits of: $1,000,000 bodily injury by accident/each accident; $1,000,000 bodily injury by disease/each employee; $1,000,000 bodily injury by disease/policy limit; and

(.4) Umbrella Liability coverage in the amount of $5,000,000 per occurrence and in the aggregate with follow-form coverage applicable to underlying Commercial General and Commercial Auto liability policies maintained by MTECH.

10 TERM AND TERMINATION

10.1 This Agreement commences on the Effective Date and will remain in effect for one (1) year from the Effective Date ("**Contract Duration**"), unless sooner terminated as provided in this Article 8. If WILCO chooses not to terminate this Agreement at the end of the Contract Duration, this Agreement shall be renewed annually by agreement of both Parties for a period of one year.

1720 Royston Lane
Round Rock, TX 78664
(512) 929-7090
www.mtechtexas.com
TACLA 20760C | TECL 29725 | M-18971
Buyboard #558-18

10.2 This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, WILCO will only be liable for its pro rata share of services rendered and goods actually received.

Notwithstanding the foregoing, WILCO will reimburse MTECH for all non-cancelable obligations entered into by MTECH, which WILCO has approved and for which MTECH can show written proof satisfactory to WILCO. WILCO shall also be responsible for all demobilization costs and for all other reasonable expenses actually incurred as a result of such termination by WILCO.

10.3 Payment for goods and Services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date WILCO receives the goods under the contract; (2) the date the performance of the Service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or Services. Interest charges for any overdue payments shall be paid by licensee 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 licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. MTECH expressly acknowledges that invoices and supporting documentation must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Tex. Gov't Code and the policies of the Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to MTECH under this Agreement or under applicable laws or in equity, MTECH shall have the right to terminate this Agreement for default, or suspend the Services until payment is received, and recover all monies earned to date and all related costs arising from or related to the suspension, including demobilization and remobilization costs and costs associated with cancellation of MTECH's vendors and sub-subcontractors.

10.4 In case of material breach of any obligation contained in this Agreement by either Party (hereinafter referred to as the "**Breaching Party**"), the other Party (hereinafter referred to as the "**Non-breaching Party**") shall give the Breaching Party notice thereof and allow a ten (10) day period in which the Breaching Party shall institute efforts to cure the material breach. If the Breaching Party does not initiate such efforts within the ten (10) day period, the Non-breaching Party shall have the right to terminate the Agreement as of the date it first gave notice to the Breaching Party thereof.

10.5 In the event of termination or expiration of the Agreement, MTECH agrees to return the remaining balance of any unused payments or other monies advanced to MTECH by WILCO, if any.

10.6 To the extent that all payments have been received for all Work Orders between the Parties, in the event of termination or expiration of this Agreement, MTECH shall promptly return all materials, documents, and hand over all work in progress to WILCO.

1720 Royston Lane
Round Rock, TX 78664
(512) 929-7090
www.mtechtexas.com
TACLA 20760C | TECL 29725 | M-18971
Buyboard #558-18

10.7 The Work Orders entered into between the Parties pursuant to this Agreement may be terminated individually for the specific assignment set out in such Work Order in accordance with the provisions set out in this Article 8. In the event that an individual Work Order is terminated in accordance with this Article 8, this Agreement and any remaining Work Orders or purchase orders shall continue to be in force and effective between the Parties.

11 INDEMNIFICATION

11.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. 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.

11.2 TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE; PROVIDED, HOWEVER, FOR THE AVOIDANCE OF DOUBT, ANY CLAIMS BASED ON A BREACH OF CONTRACT SHALL BE EXCLUDED FROM INDEMNIFICATION HEREUNDER.

11.3 Notwithstanding anything herein to the contrary, under no circumstance shall MTECH be responsible for any indemnification obligations that result from, or relate to, acts or omissions of WILCO or its employees, agents, contractors, or any other third-party acting on WILCO's behalf.

12 WARRANTY

12.1 MTECH represents and warrants that it has the requisite skills, professional ability, and experience to perform the Services. MTECH shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing services similar to the Services in the same locality.

1720 Royston Lane
Round Rock, TX 78664
(512) 929-7090
www.mtechtexas.com
TACLA 20760C | TECL 29725 | M-18971
Buyboard #558-18

12.2 MTECH represents and warrants that it has the right to enter into this Agreement and perform the Services, and that there are no restrictions imposed on it which would prevent it from performing the Services and complying with all provisions of this Agreement.

12.3 Unless as otherwise agreed by the Parties, any goods provided under this Agreement or any associated Work Order shall be free from defects in material or workmanship, shall be of new and good quality and fit for its intended purpose, and shall be in compliance with all standards generally accepted in the local industry.

12.4 MTECH represents and warrants that, for the period beginning on the date MTECH commences performance of the Services pursuant to each Work Order, and terminating one (1) year from the substantial completion of the Services, the Services shall substantially comply with the requirements of the Work Order(s) and shall be free of any material defects.

12.5 As WILCO's and exclusive remedy MTECH shall repair and/or replace any defective or non-conforming Services, at no charge to WILCO. Provided, however, MTECH shall not be responsible for damage, defects, or deficiencies caused by: (.1) equipment abuse or misuse; (.2) work, installations, and/or modifications that are not performed by MTECH; (.3) improper operation; and (.4) normal wear, tear, and usage.

12.6 **MTECH HAS NOT MADE AND DOES NOT MAKE ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER RELATING TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS AS TO: (.1) THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN, OR OPERATION OF PARTS OR EQUIPMENT; (.2) THE SERVICES FITNESS FOR ANY PARTICULAR PURPOSE; (.3) THE QUALITY OF WORKMANSHIP; OR (.4) THE PERFORMANCE OR CAPACITY OF EQUIPMENT. ANY AND ALL SUCH OTHER WARRANTIES AND/OR REPRESENTATIONS ARE EXPRESSLY DISCLAIMED BY MTECH.**

13 WAIVER OF CONSEQUENTIAL DAMAGES

11.1 MTECH SHALL NOT BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES SUFFERED BY WILCO UNDER ANY PART OF THIS AGREEMENT, WORK ORDER OR ANY CHANGE ORDER WHETHER OR NOT THE POSSIBILITY OF SUCH LOST PROFITS OR DAMAGES HAS BEEN DISCLOSED TO MTECH OR COULD HAVE BEEN REASONABLY FORESEEN BY MTECH.

14 LIMITATION OF LIABILITY

12.1 Notwithstanding any other provisions contained elsewhere in this Agreement or any Work Order to the contrary, (.1) the remedies stated in this Agreement are exclusive, and (.2) in no event shall the cumulative aggregate liability of MTECH to WILCO for any damages, whether in contract, warranty, tort, negligence, strict liability, delay, error or omission, indemnity, or otherwise for the performance of the Services or breach of the Agreement, or anything done in connection therewith, exceed 10% of the Contract Price.

1720 Royston Lane
Round Rock, TX 78664
(512) 929-7090
www.mtechtexas.com
TACLA 20760C | TECL 29725 | M-18971
Buyboard #558-18

15 MISCELLANEOUS

15.1 **Notices**. All notices, demands, requests, or other communications hereunder shall be made in writing and shall be personally delivered, sent by registered or certified mail, or sent by facsimile or electronic mail, addressed as follows:

If to MTECH:
Mechanical Technical Services, Inc.
Attn:Doug Savage
1720 North Royston Lane Round Rock, TX 78664
Tel: 512-908-1022
Fax:
Email: doug.savage@csusa.us

If to WILCO:
Williamson County Facilities Department
Attn: Assistant Director of Maintenance for Facilities
3101 SE Inner Loop Georgetown, TX 78626
Tel: 512-943-1599
Fax: 512-943-3888
Email: **FACILITIES@WILCO.ORG**

Any such notice shall be deemed to be given and received on the day on which the correspondence was delivered or transmitted. Either Party may change its address for service from time to time by giving notice in writing thereof to the other Party in accordance with this Article.

15.2 **Entire Agreement; Modifications**. This Agreement, together with any exhibits, constitutes the entire agreement between the Parties. No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and executed by both Parties.

15.3 **Severability**. If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and in full force and effect.

15.4 **Assignment**. This Agreement or any obligation hereunder shall not be assigned by either Party without the prior written consent of the other Party.

15.5 **Third Party Beneficiaries**. This Agreement is not intended to confer upon any non-Party any rights or remedies hereunder.

15.6 **Binding Effect**. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators, legal representatives, and assigns.

15.7 **Waiver of Breach**. Failure of MTECH to take action for nonperformance or for any breach of this Agreement shall not be construed as a waiver or relinquishment of any

1720 Royston Lane
Round Rock, TX 78664
(512) 929-7090
www.mtechtexas.com
TACLA 20760C | TECL 29725 | M-18971
Buyboard #558-18

such term or condition, or of the right to enforce such term or condition in the event of any future or recurring breach.

15.8 **Conflict**. To the extent any provision of this Agreement conflicts with any provision of any Work Order(s), the provisions of this Agreement shall govern unless the Work Order explicitly states otherwise.

15.9 **Dispute Resolution; Jurisdiction**. To the extent a dispute between the Parties arises from or relates to, (.1) this Agreement, (.2) Work Order(s), or (.3) Change Order(s), the Parties shall first meet informally to resolve such dispute. In the event that no resolution is achieved, the Parties, prior to the initiation for any action or proceeding under this section, shall make a good faith effort to resolve the dispute by negotiation between representatives with decision-making power. In the event that the informal meeting does not resolve the dispute, the Parties shall submit the dispute to mandatory mediation before legal action being taken under this Agreement.

15.9.1.1 In addition to any other rights or remedies at law and/or equity, the prevailing party in any proceeding shall be entitled to full reimbursement for its attorneys' fees, investigation expenses, expert witness fees and costs, and other costs and expenses incurred.

15.10 **Governing Law**. This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to the choice-of-law rules thereof.

15.11 **Legal Hold**. In the event of litigation or reasonably-anticipated litigation, a Party may notify the other Party of the requirement to place a legal hold on specific records ("**Legal Hold Notice**"). Upon receipt of such a Legal Hold Notice, the records specified in the Legal Hold Notice must no longer be subject to normal document retention procedures and cannot be destroyed, altered, deleted, removed, or disposed of unless directed by such receiving Party.

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on December 9, 2019.

COMFORT SYSTEMS USA
Mtech-Icon

1720 Royston Lane
Round Rock, TX 78664
(512) 929-7090
www.mtechtexas.com
TACLA 20760C | TECL 29725 | M-18971
Buyboard #558-18

Williamson County

By: Bill Gravell

Name: Bill Gravell Jr.

Title: Williamson Co. Judge

Mechanical Technical Services, Inc.

By:

Name: Doug Savage

Title: President

COMFORT SYSTEMS USA
Mtech-Icon

1720 Royston Lane
Round Rock, TX 78664
(512) 929-7090
www.mtechtexas.com
TACLA 20760C | TECL 29725 | M-18971
Buyboard #558-18

EXHIBIT B

Customer	**Mechanical Technical Services, Inc.**
«insert WILCO name» Attn: «CONTACT» «insert WILCO address» Tel: «PHONE» Fax: «FAX» Email: «EMAIL»	Attention:_____ Round Rock, TX 78664 (512) 929-7090 www.mtechtexas.com <<E-MAIL>>
Project:	
Contract Price:	
Contract Time:	

Change Order No.: [ ]

This Change Order (the "Change Order") is made effective by and between WILCO and MTECH and is issued under and governed by that certain Master Services Agreement (the "Agreement") dated _____ between the Parties. Unless otherwise defined in this Change Order, capitalized terms shall have the meanings ascribed to them in the Agreement. The terms and conditions of the Agreement are fully incorporated into this Work Order, and all such terms and conditions are binding on the Parties.

WILCO agrees to pay for all changes in the Services performed by the MTECH under this Change Order according to the terms of the Agreement. The amount paid by the WILCO shall be full compensation for all work requested and for all effects of this change in the Work. The change, if any, in the Contract Price Amount shall be computed according to one of the following methods:

1. [ ] Lump Sum of $[ ]
2. [ ] Costs Plus a Fee
3. [ ] Unit Price
4. [ ] Other
5. [ ] No Change

If Item 2, 3 or 4 is checked, the MTECH shall submit promptly to WILCO such itemized labor and material breakdowns as WILCO may reasonably require for Services performed or deleted from the Work Order issued pursuant to the Agreement as required by this Change Order. MTECH shall include the amount of such change in its next invoice for payment.

COMFORT SYSTEMS USA
Mtech-Icon

1720 Royston Lane
Round Rock, TX 78664
(512) 929-7090
www.mtechtexas.com
TACLA 20760C | TECL 29725 | M-18971
Buyboard #558-18

The Contract Time, if affected by this Change Order, is modified as follows:

Add [ ] Business Days OR deduct [ ] Business Days.

Original Work Order Amount or Contract Price: [ ]

Change in Work Order Amount or Contract Price from previously approved Change Orders: [ ]

Change in Work Order Amount or Contract Price from this Subcontract Change Order: [ ]

Revised Work Order Amount or Contract Price: [ ]

Williamson County

By: _____

Name: _____

Title: _____

Date: _____

Mechanical Technical Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

COMFORT SYSTEMS USA
Mtech-Icon

Labor Rates

Labor - (Includes burden)

Hours	Standard	Premium
Service Technician HVAC	$99.00	$148.50
Service Technician Plumbing	$99.00	$148.50
Service Technician Electrical	$99.00	$148.50
Service Technician Plumbing Helper	$79.00	$118.50
Apprentice - Pipe/Duct	$32.00	$48.00
Apprentice - Plumber	$40.01	$60.01
Installer - Pipefitter	$43.20	$64.80
Installer - Plumber	$56.00	$84.01
Installer - Duct	$43.20	$64.80
Crew Foreman - Pipe/Duct	$51.71	$77.57
Crew Foreman - Plumber	$63.99	$95.98
Start-up Technician	$56.01	$84.01
Supervisor	$80.01	$120.01

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY RENEWAL ADDENDUM FOR MASTER SERVICES AGREEMENT SUPPORTING OPERATIONS OF THE WILLIAMSON COUNTY FACILITIES DEPARTMENT (MTECH - BuyBoard Contract #558-18)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mechanical Technical Services, Inc.** (hereinafter "MTECH"). MTECH is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. Original Master Services Agreement approved by Williamson County Commissioners Court on December 17, 2019, including attached exhibits; and
B. BuyBoard Contract #558-18, including any addenda; and
C. This Williamson County Renewal Addendum.

II.

Term: This amendment will renew this Agreement for an additional one (1) year term and continue until December 31, 2021. The parties may renew at the end of 2021 pursuant to Section 10.1 of the original Master Services Agreement.

III.

In all other respects, the Agreement is reaffirmed.

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

WILLIAMSON COUNTY:	MTECH:
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2020	Date: December 4, 2020

Commissioners Court - Regular Session **38.**

Meeting Date: 12/15/2020

Authorize the Purchase of 2 Ford F-250 for Facilities Department

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving purchase of two (2) 2021 Ford F-250 Extended Cab Trucks in the amount of $70,967.60 including a one-time administrative fee of $300 from Silsbee Ford, as per GoodBuy Contract #20-8F000 and authorizing signature of the quote.

Background

This purchase is for Facilities Department. See attached quote for details. Department Contact is Kevin Teller. Funding Source: 01.0100.0509.005700.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/10/2020 10:40 AM
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:48 AM
Form Started By: Andrew Portillo		Started On: 12/09/2020 09:31 AM
Final Approval Date: 12/10/2020		

PRODUCT PRICING SUMMARY

GOODBUY 20-8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WILLIAMSON COUNTY
Contact: KEVIN TELLER
Email: _
Product Description: FORD F-250

Prepared by: MICHAEL WILEY
Phone: 254-541-9061
Email: mwiley.silsbeefleet@gmail.com
Date: December 9, 2020

A. **Bid Item:** 7.16 ALT

A. Base Price: $ 26,265.00

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
		$ -	512	SPARE TIRE	$ 295.00
X2A	2021 EXTENDED CAB 4X2 LWB	$ -	872	REAR CAMERA PREP PKG	$ 415.00
	VINYL 40/20/40 SEAT; RUBBER FLOOR	INCL			
	A/C; AM/FM W/SYNC	INCL			
	TRAILER TOW PACKAGE	INCL			
	6.2L V8; 6-SPD AUTOMATIC	INCL			
	8FT BED	INCL			
90L	POWER WINDOWS AND LOCKS	$ 865.00			
66D	DELETE PICKUP BED	$ (625.00)			
	REAR VIEW CAMERA DELETE	INCL			

Total of B. Published Options: $ 950.00

Published Option Discount (5%) $ (47.50)

C. **Additional Options [not to exceed 25%]** $= 0.0 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR		
150-180 DAYS ESTIMATED	DELIVERY		

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Subcontractor Equipment Price:** TRUX SERVICE BODY Q# 451 $ 7,728.80

G. **Additional Delivery Charge:** 250 **miles** $ 437.50

H. **Subtotal:** $ 35,333.80

I. **Quantity Ordered** 2 **x K =** $ 70,667.60

J. **Trade in:** $ -

K. **GOODBUY Administrative Fee ($300 per purchase order)** $ 300.00

L. **TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE** $ 70,967.60

Commissioners Court - Regular Session **39.**

Meeting Date: 12/15/2020

Awarding RFP T915 Construction Manager at Risk (CMAR) for the Williamson County Child Advocacy Center Annex

Submitted For: Russ Boles **Submitted By:** Kelley Hammeren, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP T915 Construction Manager at Risk (CMAR) for the Williamson County Child Advocacy Center Annex to the best overall respondent Vaughn Construction, and authorizing the execution of agreement between Owner and CMAR. Funding Source: P530.

Background

This CMAR solicitation was facilitated via one-step RFP process. Six (6) firms submitted a proposal. After in depth evaluation it is the recommendation to award this contract to the highest scoring proposer, Vaughn Construction. Department Contact: Tom Stanfield.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAC CMAR Contract

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/10/2020 11:11 AM
County Judge Exec Asst.	Andrea Schiele	12/10/2020 11:47 AM

Form Started By: Kelley Hammeren Started On: 12/10/2020 10:34 AM

Final Approval Date: 12/10/2020

CONTRACT FOR CONSTRUCTION MANAGER AT-RISK PROJECT DELIVERY

PROJECT: **Williamson County Children's Advocacy Center Addition.** ("Project")

CONSTRUCTION MANAGER AT-RISK: **J.T. Vaughn Construction, LLC** ("CMAR")
J. Thomas Vaughn, CEO
6604 N. Lamar Blvd.
Austin, TX 78752

ARCHITECT & ENGINEER: **BLGY, Inc.** ("A/E")
Benny L. Hawkins, AIA, President & CEO
8001 Centre park Drive, Suite 150
Austin, TX 78754

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

THIS CONTRACT FOR CONSTRUCTION MANAGEMENT AT-RISK PROJECT DELIVERY ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), by and between **Williamson County**, a political subdivision of the State of Texas ("County") and CMAR.

RECITALS

WHEREAS, County desires to retain a CMAR for the **construction of a single-story addition to the existing Williamson County Children's Advocacy Center**. (hereinafter called the "Project");

WHEREAS, County desires a CMAR who will render, diligently and competently in accordance with the highest standards used in the profession, all CMAR services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and CMAR, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, other documents listed in this Contract, and Modifications issued after the execution of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract. Upon County's acceptance of CMAR's Guaranteed Maximum Price ("GMP") proposal, the Contract Documents will also include the documents described in **Paragraph 2.2.3** and identified in the GMP Amendment and revisions prepared by A/E and furnished by County as described in **Section 2.2**. This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, CMAR shall immediately notify County and seek clarification from A/E and County.

1.2 RELATIONSHIP OF THE PARTIES

CMAR accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise CMAR's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

1.3 GENERAL CONDITIONS

1.3.1
The term "Contractor" as used herein or in the UGCs shall mean CMAR.

1.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

1.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 2
CMAR'S RESPONSIBILITIES

CMAR's Preconstruction Phase responsibilities are set forth in **Sections 2.1 through 2.2**. CMAR's Construction Phase responsibilities are set forth in **Section 2.3**. County and CMAR may agree, in consultation with A/E, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. CMAR shall designate a representative authorized to act on behalf of CMAR with respect to the Project.

2.1 PRECONSTRUCTION PHASE

2.1.1 CMAR
CMAR shall provide a preliminary evaluation of County's program, design criteria, schedule, and construction budget requirements, each in terms of the other.

2.1.2 Consultation

CMAR shall schedule and conduct meetings with A/E and County to discuss such matters as procedures, progress, coordination, and scheduling of the Work. Frequent meetings are anticipated prior to County's acceptance of the GMP and during the completion of the Contract Documents. CMAR shall advise A/E and County on proposed site use and improvements, selection of materials, and building systems and equipment. CMAR shall also provide recommendations in writing consistent with the Project requirements to A/E and County on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

2.1.3 Preliminary Project Schedule

.1 When Project requirements described in **Paragraph 3.1.1** have been sufficiently identified, CMAR shall prepare, and periodically update, a preliminary Project schedule for review and approval by A/E and County. CMAR shall coordinate and integrate the preliminary Project schedule with the services and activities of County, A/E, and CMAR. As the design proceeds, the preliminary Project schedule shall be updated by CMAR to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, County's occupancy requirements, showing portions of the Project having occupancy priority, and the proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, CMAR shall make recommendations to A/E and County in writing.

.2 CMAR shall, at County's request, attend public meetings and hearings concerning the development and schedule of the Project.

.3 When Project requirements described in **Paragraph 3.1.3** have been sufficiently identified, CMAR shall prepare, and periodically update, a Project schedule for A/E's review and County's acceptance. CMAR shall coordinate with A/E for the portion of the Project schedule relating to the performance of A/E's services. The Project schedule shall coordinate and integrate CMAR's services, A/E's services, other County consultants' services, and County's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of County.

2.1.4 Phased Construction

CMAR shall provide recommendations in writing with regard to accelerated or fast-track scheduling, procurement, or phased construction. CMAR shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

2.1.5 Preliminary Cost Estimates

.1 Based on the preliminary design and other design criteria prepared by A/E, CMAR shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for A/E's review and County's approval. If A/E or CMAR suggest alternative materials and systems, CMAR shall provide cost evaluations of those alternative materials and systems in writing.

.2 As the Drawings, Specifications, and other Contract Documents are developed, CMAR shall prepare and update, at appropriate intervals agreed to by County, CMAR and A/E, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as County and CMAR agree on a GMP for the Work. Such estimates shall be provided for A/E's review and County's approval. CMAR shall inform A/E and County when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action in writing.

2.1.6 Subcontractors and Suppliers
CMAR shall develop bidders' interest in the Project.

2.1.7
CMAR shall prepare, for A/E's review and County's acceptance, a procurement schedule for items that must be ordered well in advance of construction. CMAR shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction as required to meet the Project schedule. If County agrees to procure any items prior to the establishment of the GMP, County shall procure the items on terms and conditions acceptable to CMAR. Upon the establishment of the GMP, County shall assign all contracts for these items, if any, to CMAR and CMAR shall thereafter accept responsibility for them.

2.1.8 Extent of Responsibility
CMAR shall exercise reasonable care in preparing schedules and estimates. CMAR, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. CMAR is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but CMAR shall promptly report to A/E and County any questions or suspected nonconformity discovered by CMAR as a request for information in such form as County or A/E may require.

2.1.9 Notices and Compliance with Laws
CMAR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

2.1.10 Preconstruction Phase Compensation
CMAR shall be paid for preconstruction services as described in **Article 4**. Payment will be a percentage complete with 100% of lump sum paid prior to moving to GMP.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

2.2.1
At a time to be mutually agreed upon by County and CMAR and in consultation with A/E, CMAR shall prepare a GMP proposal for County's review and acceptance. The GMP in the proposal shall

be the sum of CMAR's estimate of the Cost of the Work and CMAR's Fee.

2.2.2
To the extent that the Drawings and Specifications are anticipated to require further development by A/E, CMAR shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

2.2.3
CMAR shall include with the GMP proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of this Contract;

.2 A list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal, including assumptions under **Paragraph 2.2.2**, to supplement the information provided by County and contained in the Drawings and Specifications;

.3 A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and CMAR's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed GMP is based.

2.2.4
CMAR shall meet with A/E and County to review the GMP proposal. In the event that A/E and County discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify CMAR, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

2.2.5
If County notifies CMAR that County has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from CMAR. Following acceptance of a GMP, County and CMAR shall execute the GMP Proposal amending this Contract. The GMP Proposal shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

2.2.6
CMAR shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase unless County provides prior written authorization for such costs.

2.2.7
County shall authorize A/E to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the GMP Proposal. County shall cause A/E to promptly furnish those revised Drawings and Specifications to CMAR as they are revised. CMAR shall notify A/E and County of any inconsistencies between the GMP Proposal and the revised Drawings and Specifications.

2.3 CONSTRUCTION PHASE

2.3.1 General

.1 For purposes of **UGC 8.1.2**, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

.2 Following County's acceptance of CMAR's GMP proposal, the Construction Phase shall commence upon County's issuance of a Notice to Proceed for the Construction Phase.

.3 CMAR shall fully execute the Work described in the Contract Documents and reasonably inferable to provide the results intended by the Contract Documents except to the extent specifically indicated in the Contract Documents to be the responsibility of others. CMAR shall render, diligently and competently in accordance with the highest standards used in the profession, all of CMAR's services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project.

.4 CMAR shall furnish only skilled and properly trained staff for the performance of the Work. Key members of CMAR's staff shall not be changed without the written consent of County, unless such person becomes unable to perform any required duties due to death, disability, or termination of employment with CMAR. During the performance of the Work, CMAR shall keep a competent superintendent at the Project site while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County. Similarly, CMAR shall keep a competent Project Manager at the Project site while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County.

2.3.2. Administration

.1 Those portions of the Work that CMAR does not customarily perform with CMAR's own personnel shall be performed under subcontracts or by other appropriate contracts with CMAR in accordance with the Contract Documents including, without limitation, the requirements of **Texas Government Code, §2269.255-256**. County may designate specific persons from whom, or entities from which, CMAR shall obtain bids. CMAR shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to County as required by the Contract Documents.

.2 If the GMP has been established and when a specific bidder (1) is recommended to County by CMAR, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to established criteria and the requirements of the Contract Documents without reservations or exceptions, but County requires that another bid be accepted, then CMAR may request a Change Order in accordance with **UGC 5.2.1.1**.

.3 Subcontracts or other contracts shall conform to the applicable payment provisions of this Contract, the UGCs, the laws of the State of Texas including, without limitation, the Texas Local Government Code, and shall not be awarded on the basis of cost plus a fee without the prior consent of County.

.4 If CMAR recommends a specific bidder that may be considered a "related party" according to **Section 6.8**, then CMAR shall promptly notify County in writing of such relationship and notify County of the specific nature of the contemplated transaction, according to **Paragraph 6.8.2**.

.5 CMAR shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. CMAR shall prepare and promptly distribute minutes to A/E and County.

.6 Upon the execution of the GMP Proposal, CMAR shall prepare and submit to A/E and County a construction schedule for the Work and submittal schedule in accordance with the Contract Documents.

.7 CMAR shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by County, CMAR shall submit written progress reports to A/E and County, showing percentages of completion and other information requested or required by County. CMAR shall also keep, and make available to A/E and County, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by County.

.8 CMAR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. CMAR shall identify variances between actual and estimated costs and report the variances to A/E and County and shall provide this information in its monthly reports to A/E and County, in accordance with **Paragraph 2.3.2.7**.

ARTICLE 3
COUNTY'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES REQUIRED OF COUNTY

3.1.1
County shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth County's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

3.1.2
County shall establish and periodically update County's budget for the Project, including (1) the budget for the Cost of the Work, (2) County's other costs, and (3) reasonable contingencies related to all of these costs. If County significantly increases or decreases County's budget for the Cost of the Work, County shall notify CMAR and A/E.

3.1.3
County will secure the services of surveyors, soils engineers, existing facility surveys, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

3.1.4
During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to CMAR's performance of the Work with reasonable promptness after receiving CMAR's written request for such information or services.

3.2 COUNTY'S DESIGNATED REPRESENTATIVE
County shall identify a representative authorized to act on behalf of County with respect to the Project. County's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of CMAR. The term "Owner" means County or County's Designated Representative.

3.2.1 Legal Requirements
County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet County's needs and interests.

3.3 A/E
County shall retain an A/E to provide services, duties and responsibilities as described in the Professional Services Agreement between A/E and County.

ARTICLE 4
COMPENSATION FOR PRECONSTRUCTION PHASE SERVICES

4.1 COMPENSATION

4.1.1
County shall pay CMAR the lump sum amount of **Ten Thousand Five Hundred Dollars ($ 10,500)** for preconstruction services.

4.2 PAYMENTS

4.2.1
Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

4.2.2
County shall make payments in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2252**.

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

5.1
For CMAR's performance of the Work as described in **Section 2.3**, County shall pay CMAR the Contract Sum in current funds for CMAR's performance of this Contract. The Contract Sum is the Cost of the Work as defined in **Paragraph 6.1.1** plus CMAR's Fee.

5.1.1 CMAR's Fee:
CMAR's Fee shall be a fixed sum of **Six Hundred Sixty-three Thousand Three Hundred Seventy Dollars ($ 663,370)**, based on the initial proposed construction budget stated in the Request for Proposals (RFP) and include the following:

.1 CMAR's fees for construction phase services other than for self-performed construction work;

.2 CMAR Overhead and Profit;

.3 Rental charges and repair assessments for temporary facilities and rental equipment, and costs of transportation, installation, minor repairs, dismantling, and removal;

.4 Office Expenses
Courier Service, postage, expressage;

.5 Temporary Utilities
Mobilization and demobilization, electric service (including field office trailers), water service (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, construction roads, temporary construction parking, clean-up, dumpsters, signage, safety, audit, record storage;

.6 Taxes, Insurance, and Fees
Worker's compensation insurance, builder's risk insurance, insurance deductibles, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, preconstruction phase services fee, construction phase services fee, overhead and profit;

.7 Construction Management Labor
Payroll tax fringes, construction management labor (except for self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles and fuel for supervisory personnel;

.8 General Construction Debris Removal
Costs of removal of general construction debris from the site of the Work and its proper and legal disposal;

.9 Construction Survey Layout

Layout crew and licensed survey layout;

.10 Project Close-out
Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

5.1.2 Method of adjustment of CMAR's Fee for changes in the Work:

.1 CMAR Fee with No Change in Contract Time
For changes in the Work that **do not** require a change in Contract Time, CMAR's Fee shall be equal to **Five and a Half Percent (5.5 %)** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work. This shall be in addition to the fee stated in **Paragraph 5.1.1**.

OR

.2 CMAR Fee with Changes in Contract Time
For changes in the Work that also require a change in Contract Time, CMAR's Fee including extended General Conditions, shall be equal to **One Thousand Five Hundred Fifty Dollars ($ 1,550) per day** directly attributable to any such change that is incurred or paid by CMAR during performance of the Work. This shall be in addition to the fee stated in **Paragraph 5.1.1**.

5.1.3
A Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall not exceed **ten percent (10%)**.

5.2 GUARANTEED MAXIMUM PRICE

5.2.1
CMAR guarantees that the Contract Sum shall not exceed the GMP set forth in the GMP Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the GMP, CMAR shall bear such costs in excess of the GMP without reimbursement or additional compensation from County. The GMP is subject to adjustment for (1) scope changes, as described in **Section 5.3**, and (2) Change Orders, authorized in accordance with the requirements of the Contract Documents. The difference, as of the date of final completion, between (1) the total aggregate sum of the Cost of the Work plus CMAR's Fee and (2) the GMP upon final completion of the Work (such difference referred to as the "Savings") shall inure to the benefit of County. Except for CMAR's Fee stated above, CMAR shall not be entitled to any compensation from the Savings, unused contingency, or otherwise.

5.2.2
The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

5.2.3
Although the Contract Sum is based upon the Cost of the Work plus the CMAR's Fee subject to a GMP, as may be adjusted, County agrees to make progress payments to CMAR on a percentage of

completion according to a Schedule of Values provided in **Article 7**.

5.3 CHANGES IN THE WORK

5.3.1
County may, without invalidating this Contract, order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. County shall issue such changes in writing. A/E may make minor changes in the Work as provided in **UGC 7.4**. CMAR shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

5.3.2
Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in **UGC 7.3.3**.

5.3.3
In calculating adjustments to subcontracts (except those awarded with County's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in **UGC 7.3.3.3** and the term "costs" as used in **UGC 7.3.7** shall have the meanings assigned to them in the **UGCs** and shall not be modified by **Sections 5.1 through 5.2** and **Sections 6.1 through 6.5**. Adjustments to subcontracts awarded with County's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of this Contract, unless County has furnished CMAR with prior written approval of the form and substance of a subcontract, in which case such adjustment shall be calculated in accordance with the terms and conditions of that subcontract.

5.3.4
In calculating adjustments to the GMP, the terms "cost" and "costs" as used in the above-referenced provisions of UGCs shall mean the Cost of the Work as defined in **Sections 6.1 through 6.5** and the term "fee" shall mean the CMAR's Fee as defined in **Section 5.1**.

ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

6.1.1
The term Cost of the Work shall mean costs necessarily incurred by CMAR in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of County. The Cost of the Work shall include only the items set forth in **Sections 6.1 through 6.5**.

6.1.2
IT IS THE LEGAL DUTY OF COUNTY'S AUDITOR (THE WILLIAMSON COUNTY AUDITOR) TO EXAMINE AND EITHER APPROVE OR NOT APPROVE THE LAWFULNESS OF ALL CLAIMS, BILLS, AND ACCOUNTS AGAINST COUNTY BEFORE SUCH CLAIM, BILL, OR ACCOUNT MAY BE SUBMITTED TO COUNTY'S GOVERNING BODY (THE WILLIAMSON COUNTY COMMISSIONERS COURT) FOR APPROVAL OF PAYMENT. WHERE ANY COST IS SUBJECT TO COUNTY'S PRIOR APPROVAL, CMAR SHALL FIRST OBTAIN THIS APPROVAL FROM COUNTY'S AUDITOR PRIOR TO INCURRING THE COST. THE PARTIES SHALL ENDEAVOR TO IDENTIFY ANY SUCH

COSTS PRIOR TO EXECUTING GMP AMENDMENT.

6.2 SUBCONTRACT COSTS

Amounts properly billed by Subcontractors for Work which has been approved by CMAR and County and which otherwise satisfies all requirements of the subcontracts and the Contract Documents. Except for preservation of CMAR's right to make receipt of payment from County a condition precedent to CMAR's obligation to pay subcontractors, vendors, and other contractees of CMAR, subcontractors, and other contracts otherwise shall conform to all applicable payment provisions of Texas law and this Agreement, and shall not be awarded on the basis of cost plus fee without County's written consent.

6.3 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

6.3.1

Costs of transportation, onsite storage, installation, maintenance, dismantling and removal of materials, supplies, machinery, equipment incorporated or to be incorporated in the completed construction.

6.3.2

Costs of materials, described in the preceding **Paragraph 6.3.1**, in excess of those actually installed, to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become County's property at the completion of the Work or, at County's option, shall be sold by CMAR. Any amounts realized from such sales shall be credited to County as a deduction from the Cost of the Work.

6.4 COSTS OF OTHER MATERIALS AND RELATED ITEMS

6.4.1

Costs of large-scale removal of debris from the site of the Work and its proper and legal disposal for site work or demolition that exceeds general construction debris removal as stated in the General Conditions.

6.5 MISCELLANEOUS COSTS

6.5.1

Self-insurance for amounts of the coverages required by the Contract Documents, with County's prior approval.

6.5.2

Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against CMAR resulting from such suits or claims and payments of settlements made with County's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of CMAR's Fee or subject to the GMP. If such royalties, fees, and costs are excluded by the last sentence of **UGC 3.17** or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

6.5.3
Deposits lost for causes other than CMAR's negligence or failure to fulfill a specific responsibility in the Contract Documents

6.6 OTHER COSTS AND EMERGENCIES

6.6.1
Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by County.

6.6.2
Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property, as provided in **UGC 10.4**.

6.6.3
Costs of repairing or correcting damaged or nonconforming Work executed by CMAR, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of CMAR and only to the extent that the cost of repair or correction is not recovered by CMAR from insurance, sureties, Subcontractors, suppliers, or others.

6.7 COSTS NOT TO BE REIMBURSED

The Cost of the Work shall not include the items listed below:

6.7.1
Salaries and other compensation of CMAR's personnel stationed at CMAR's principal office or offices other than the site office, except as may be provided in **Article 11**;

6.7.2
Expenses of CMAR's principal office and offices other than the site office;

6.7.3
Overhead and general expenses, except as may be expressly included in **Sections 6.1 through 6.5**;

6.7.4
CMAR's capital expenses, including interest on CMAR's capital employed for the Work;

6.7.5
Costs due to the negligence or failure of CMAR, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of this Contract;

6.7.6
Any cost not specifically and expressly described in **Sections 6.1 through 6.5**;

6.7.7
Costs, other than costs included in Change Orders approved by County, that would cause the GMP to be exceeded;

6.7.8
Costs for services incurred during the Preconstruction Phase;

6.7.9
Any expenses or costs that are not allowed or incurred pursuant to the Williamson County Vendor Reimbursement Policy, which is incorporated herein by reference and of which CMAR acknowledges prior receipt of said policy; and

6.7.10
Any expenses or costs that are included as a part of the CMAR's Fee, as defined under **Paragraph 5.1.1**.

6.8 DISCOUNTS, REBATES, AND REFUNDS

6.8.1
Cash discounts obtained on payments made by CMAR shall accrue to County if (1) before making the payment, CMAR included them in an Application for Payment and received payment from County, or (2) County has deposited funds with CMAR with which to make payments; otherwise, cash discounts shall accrue to CMAR. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to County, and CMAR shall make provisions so that they can be obtained.

6.8.2
Amounts that accrue to County in accordance with the provisions of **Paragraph 6.8.1** shall be credited to County as a deduction from the Cost of the Work.

6.9 RELATED PARTY TRANSACTIONS

6.9.1
For purposes of this **Section 6.8**, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with CMAR; any entity in which any stockholder in, or management employee of, CMAR owns any interest in excess of **ten percent (10%)** in the aggregate; or any person or entity which has the right to control the business or affairs of CMAR. The term "related party" includes any member of the immediate family of any person identified above.

6.9.2
If any of the costs to be reimbursed arise from a transaction between CMAR and a related party, CMAR shall notify County of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If County, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and CMAR shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of **Paragraphs 2.3.2.1 through 2.3.2.3**. If County fails to authorize the transaction, CMAR shall procure the Work, equipment, goods or service from some person or entity other than

a related party according to the terms of **Paragraphs 2.3.2.1 through 2.3.2.3.**

6.10 ACCOUNTING RECORDS

CMAR shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to County. County and County's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, CMAR's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. CMAR shall preserve these records for a period of **three (3) years** after final payment, or for such longer period as may be required by law.

ARTICLE 7
PAYMENTS FOR CONSTRUCTION PHASE SERVICES

7.1 PROGRESS PAYMENTS

7.1.1
Based upon Applications for Payment submitted to A/E by CMAR and Certificates for Payment issued by A/E, County shall make progress payments on account of the Contract Sum to CMAR as provided below and elsewhere in the Contract Documents.

7.1.2
The period covered by each Application for Payment shall be **one (1) calendar month** ending on the last day of the month.

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

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

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

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

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

7.1.4
With each Application for Payment, CMAR shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by County or A/E to demonstrate that cash disbursements already made by CMAR on account of the Cost of the Work equal or exceed progress payments already received by CMAR, less that portion of those payments attributable to CMAR's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to other required items, if requested by County, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to County and in compliance with applicable statutes of the State of Texas:

.1 With each Application for Payment: a current Sworn Statement from CMAR setting forth all Subcontractors and all material suppliers with whom CMAR 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 CMAR from such progress payment as required by **Texas Property Code, §53.085** (Bills-Paid Affidavit);

.2 With each Application for Payment: a duly executed **Conditional Waiver and Release on Progress Payment** from CMAR and Subcontractors establishing receipt of payment or satisfaction of the payment requested by CMAR in the current Application for Payment as required by **Texas Property Code, §53.284**.

.3 Commencing with the second Application for Payment submitted by CMAR, a duly executed **Unconditional Waiver and Release on Progress Payment** from CMAR 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 CMAR of the current Application for Payment;

.4 With the Final Application for Payment: CMAR shall submit **a Conditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**. Upon receipt of final payment, CMAR shall submit an **Unconditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**; and

.5 Such other information, documentation, and materials as County, or the title insurer may require in order to ensure that County's property is free of lien claims. Such other documents may include, without limitation, original copies of lien releases suitable for filing with the Williamson County Clerk in the county where the Project is located.

7.1.5
Each Application for Payment shall be based on the most recent schedule of values submitted by CMAR in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that CMAR's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as County or A/E may require. This schedule, unless objected to by County or A/E, shall be used as a basis for reviewing CMAR's Applications for Payment.

7.1.6
Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which CMAR has actually been completed.

7.1.7
Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to County of changes in the Work, amounts not in dispute shall be included as provided in **UGC 7.3.9**;

.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by County, suitably stored off the site at a location agreed upon in writing;

.3 Add CMAR's Fee, less retainage of **five percent (5%)**. CMAR's Fee shall be computed upon the Cost of the Work at the rate stated in **Section 5.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of **five percent (5%)** from that portion of the Work that CMAR self-performs;

.5 Subtract the aggregate of previous payments made by County;

.6 Subtract the shortfall, if any, indicated by CMAR in the documentation required by **Paragraph 7.1.4** to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by County's auditors in such documentation; and

.7 Subtract amounts, if any, for which County or A/E has withheld or nullified a Certificate for Payment as provided in **UGC 9.5**.

7.1.8
Except with County's prior approval, payments to Subcontractors shall be subject to retention of not less than **five percent (5%)**. County and CMAR shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

7.1.9
Except with County's prior approval, CMAR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

7.1.10
In taking action on CMAR's Applications for Payment, A/E and County shall be entitled to rely on the accuracy and completeness of the information furnished by CMAR. Review or approval of

CMAR's Applications for Payment by County or A/E shall not constitute a representation that either County or A/E has made a detailed examination, audit or arithmetic verification of the documentation submitted by CMAR; made exhaustive or continuous inspections of the Work; or whether CMAR has properly paid its Subcontractors, suppliers, laborers, equipment providers or others how provided labor or materials to the Project. Such examinations, audits and verifications, if required by County, the Contract Documents, or applicable law, will be performed by County's auditors acting in the sole interest of County.

7.2 FINAL PAYMENT

7.2.1
Final payment shall be made by County to CMAR when

.1 CMAR has fully performed this Contract except for CMAR's responsibility to correct Work as provided in **UGC 12.2.2**, and to satisfy other requirements, if any, which extend beyond final payment;

.2 CMAR has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by A/E; and

.4 the requirements of **UGC 9.10** have been satisfied.

7.2.2
County's final payment to CMAR shall be made no later than **thirty (30) business days** after the issuance of A/E's final Certificate for Payment, or as otherwise provided in the Contract Documents or by applicable law.

7.2.3
County's auditors will review and report in writing on CMAR's final accounting within **thirty (30) business days** after delivery of the final accounting to County by CMAR. Based upon such Cost of the Work as County's auditors report to be substantiated by CMAR's final accounting, and provided the other conditions of **Paragraph 7.2.1** have been met, A/E will, within **seven (7) business days** after receipt of the written report of County's auditors, either issue to County a final Certificate for Payment with a copy to CMAR, or notify CMAR and County in writing of A/E's reasons for withholding a certificate as provided in **UGC 9.5.1**. The time periods stated in this **Section 7.2** supersede those stated in **UGC 9.4.1**. A/E is not responsible for verifying the accuracy of CMAR's final accounting.

7.2.4
If County's auditors report the Cost of the Work as substantiated by CMAR's final accounting to be less than claimed by CMAR, CMAR shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to **UGC 15.2**. A request for mediation shall be made by CMAR within **thirty (30) business days** after CMAR's receipt of a copy of A/E's final Certificate for Payment. Failure to request mediation within this **thirty (30)-business day** period shall result in the substantiated amount reported by County's auditors becoming binding on CMAR. Pending a final resolution of the disputed amount, County shall pay CMAR the amount certified in A/E's final Certificate for Payment.

ARTICLE 8
INSURANCE AND BONDS

For all phases of the Project, CMAR and County shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

8.1
Upon execution of this Contract, CMAR shall provide a security bond in the amount of **five percent (5%)** of County's budget, as specified in the Request for Qualifications/Request for Proposals. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.

8.2
Upon acceptance by County of the GMP Proposal, CMAR shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the GMP. If construction is phased or staged with different GMPs established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all GMPs in effect.

8.3
Prior to final payment, CMAR shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the GMP for Construction Manager At-Risk Contracts **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

8.4
CMAR shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of CMAR. Prior to commencing any Work under this Contract, CMAR shall provide evidence of the following insurance coverages:

8.4.1
Pre-Construction Phase: Employer's Liability, Workers' Compensation, Comprehensive General Liability and Comprehensive Automobile Liability in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

8.4.2
Construction Phase: In addition to the coverages required during the Pre-Construction Phase, Builder's Risk in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

8.4.3
Prior to commencing any construction work, CMAR shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

8.5.4
CMAR shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

8.5
CMAR shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If CMAR fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from CMAR.

8.6
County reserves the right to review the insurance requirements set forth in this **Article 8** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as CMAR.

8.7
County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by CMAR failing to purchase and maintain the insurance required by this Contract Documents shall be paid by CMAR.

8.8
The cost of premiums for insurance coverage desired by CMAR in excess of that required by this Contract or the Contract Documents shall be borne solely by CMAR out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

ARTICLE 9
PROJECT TEAM

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

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

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

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

CMAR's Designated Representative for purposes of this Contract is as follows:

J.T. Vaughn Construction, LLC
J. Thomas Vaughn, CEO
6604 N. Lamar Blvd.
Austin, TX 78752

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

ARTICLE 10
NOTICE

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

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

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

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

CMAR: J.T. Vaughn Construction, LLC
6604 N. Lamar Blvd.
Austin, TX 78752

Attention: J. Thomas Vaughn
Chief Executive Officer

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

ARTICLE 11
DISPUTE RESOLUTION

11.1
Any Claim between County and CMAR shall be resolved in accordance with the provisions set forth in this **Article 11 and the UGCs**.

11.2
Except as otherwise specifically set forth herein, County and CMAR shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract between County and CMAR, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) business days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract between County and CMAR. Any mediation under this Contract between County and CMAR shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Contract.

ARTICLE 12
TERMINATION OR SUSPENSION

12.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

12.1.1
Prior to the execution of the GMP Proposal, County may terminate this Contract upon not less than **seven (7) calendar days** written notice to CMAR for County's convenience and without cause, and CMAR may terminate this Contract, upon not less than **seven (7) calendar days** written notice to County, for the reasons set forth in the UGCs.

12.1.2
In the event of termination of this Contract pursuant to **Paragraph 10.1.1**, CMAR shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall CMAR's compensation under this **Article 10** exceed the compensation set forth in **Section 4.1**.

12.1.3
If County terminates this Contract pursuant to **Paragraph 10.1.1** after the commencement of the Construction Phase but prior to the execution of the GMP Proposal, County shall pay to CMAR an amount calculated as follows, which amount shall be in addition to any compensation paid to CMAR under **Paragraph 10.1.2**:

.1 Take the Cost of the Work incurred by CMAR to the date of termination;

.2 Add CMAR's Fee computed upon the Cost of the Work to the date of termination at the rate stated in **Section 5.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by County for Construction Phase services.

12.1.4
County shall pay CMAR fair compensation, either by purchase or rental at the election of County, for any equipment owned by CMAR which County elects to retain and which is not otherwise included in the Cost of the Work under **Paragraph 12.1.3.1**. To the extent that County elects to take legal assignment of subcontracts and purchase orders (including rental agreements), CMAR shall, as a condition of receiving the payments referred to in this **Section 12.1**, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of CMAR, as County may require for the purpose of fully vesting in County the rights and benefits of CMAR under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by CMAR will contain provisions allowing for assignment to County as described above.

12.1.5
If County accepts assignment of subcontracts, purchase orders or rental agreements as described above, County will reimburse or indemnify CMAR for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if this Contract had not been terminated. If County chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this Contract not been terminated, CMAR will terminate the subcontract, purchase order or rental agreement and County will pay CMAR the costs necessarily incurred by CMAR because of such termination.

12.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE
Following execution of the GMP Amendment and subject to the provisions of this **Section 10.2**, this Contract may be terminated as provided in the UGCs.

12.2.1
If County terminates this Contract after execution of the Guaranteed Price Amendment, the amount payable to CMAR pursuant to **UGCs 14.2 and 14.4** shall not exceed the amount CMAR would otherwise have received pursuant to **Paragraphs 12.1.2 through 12.1.3**.

12.2.2
If CMAR terminates this Contract after execution of the GMP Amendment, the amount payable to CMAR under **UGC 14.1.3** shall not exceed the amount CMAR would otherwise have received under **Paragraphs 12.1.2 through 12.1.3**, except that CMAR's Fee shall be calculated as if the Work had been fully completed by CMAR, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

12.3 SUSPENSION
The Work may be suspended by County as provided in **UGC 14.3**. In such case, the GMP and Contract Time shall be increased as provided in **UGC 14.3.2**, except that the term "profit" shall be understood to mean CMAR's Fee as described in **Section 5.1**.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1
Terms in this Contract shall have the same meaning as those in the UGCs.

13.2
No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

13.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

13.4 ASSIGNMENT
County and CMAR, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. CMAR shall not assign this Contract without the written consent of County. If CMAR attempts to make an assignment without County's consent, CMAR shall nevertheless remain legally responsible for all obligations under this Contract.

13.5 OTHER PROVISIONS

13.5.1
CMAR represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

13.5.2 LIQUIDATED DAMAGES

CMAR acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon CMAR's achieving Substantial Completion of the Work within the Contract Time. CMAR further acknowledges and agrees that if CMAR fails to complete substantially or cause the Substantial Completion of any phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, CMAR shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and CMAR agree as set forth below:

.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **One Thousand Dollars ($1,000) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which CMAR has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

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

13.5.3

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be

unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from CMAR all of County's actual damages in connection with the failure by CMAR to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 14
SCOPE OF THE CONTRACT AND CONTRACT DOCUMENTS

14.1
This Contract represents the entire and integrated agreement between County and CMAR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and CMAR.

14.2
The following documents comprise the Contract Documents:

1. This Contract between County and CMAR;
2. Exhibit A – Guaranteed Maximum Price Proposal, if executed by County
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

14.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and CMAR;
2. Guaranteed Maximum Price Proposal, if executed by County;
3. Special Conditions or Supplementary Conditions (if any);
4. Williamson County Uniform General Conditions; and
5. all Addenda issued prior to the Effective Date of the Contract between County and CMAR.

ARTICLE 15
SIGNATORY WARRANTY

The undersigned signatory for CMAR hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

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

CMAR:
J.T. Vaughn Construction, LLC

By: _____
Signature

_____
Printed Name
J. Thomas Vaughn, CEO

_____
Title

Date Signed: 12-8-20

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

GUARANTEED MAXIMUM PRICE PROPSAL

J.T Vaughn Construction, LLC ("CMAR") hereby submits to **Williamson County, Texas** ("County") for the use and benefit County pursuant to the provisions of the **Contract for Construction Manager at-Risk Project Delivery** dated _____ ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for the construction of **the Williamson County Children's Advocacy Center Addition**, ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

1. **Cost of the Work**
   A not-to-exceed amount for the Cost of the Work pursuant to the Contract:

   _____ **Dollars ($)**

2. **CMAR's Fee**
   A fixed sum fee for the CMAR's Fee pursuant to the Contract:

   _____ **Dollars ($)**

3. **Total GMP**
   The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing the Project complete, in place, and operational in accordance with the Contract Documents. All attached breakdowns shall total this GMP amount.

   _____ **Dollars ($)**

   CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

4. **Contract Time**
   The date for achieving Substantial Completion of the Project shall be _____ **calendar days from the Notice to Proceed with Construction.**

5. **Withdrawal of GMP Proposal**
   This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

6. **Liquidated Damages**
   CMAR further agrees to pay, as Liquidated Damages, to County the sum of **One Thousand Dollars ($ 1,000) per calendar day** for failure to complete the work within the Contract Time in accordance with the Contract.

7. **Owner's Contingency**
   A not-to-exceed amount for the Owner's Contingency stated herein for reference:

   _____ **Dollars ($)**

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

EXECUTED this _____ day of _____, 20___.

CMAR:

J.T. Vaughn Construction, LLC

By: _____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

GUIDELINES FOR GMP PROPOSAL PREPARATION

1. CONTRACT REQUIREMENTS:

Provisions of the GMP are defined in **Section 2.2** of the Contract and other related requirements are included throughout the Contract. In the event of irreconcilable conflict between the GMP Proposal and the Contract, the interpretation that provides for the higher quality of material and/or workmanship, in County's sole opinion, shall prevail.

The GMP Proposal shall adopt and incorporate all of the terms and conditions of the Contract. Any exceptions to or modifications of such terms and conditions proposed shall not be effective unless they are expressly stated and conspicuously identified in the GMP Proposal and are specifically accepted and approved by County. In general, proposed revisions or modifications to the language, terms or conditions of the Contract will not be accepted.

2. PRE-SUBMITTAL REQUIREMENTS:

A. Scope Definition: Prior to GMP submittal, CMAR shall thoroughly review the GMP construction document package with County to determine if the Scope is sufficiently defined and identify those areas requiring additional scope definition. As a minimum, the following shall be defined:

1. Program
2. Building size
3. Site limits and access
4. Utility systems (existing and new)
5. Complete building systems descriptions
6. Materials outline by division
7. MEP systems descriptions including materials
8. MEP system options.

B. Estimated Construction Cost: Cost estimates shall be updated concurrently with the construction document development.

C. Schedule: The anticipated Notice to Proceed with Construction and Substantial Completion dates for Construction shall be coordinated and approved by County.

D. Value Engineering (VE): Proposed value engineering items included in the GMP shall be updated from previously submitted value engineering and shall reflect the "final acceptance" of VE items, which are part of the scope of work. The VE schedule shall identify current acceptance and the date of acceptance in an adjacent column. VE items must be resolved and accepted by County prior to GMP submittal.

E. Pre-submittal Conference: The CMAR shall schedule a conference with the Project Manager no later than **one (1) week** prior to submitting the GMP to County. Issues regarding the required materials to be included in the GMP shall be reviewed so that there is a clear understanding of the format and contents of each division of work to be submitted. The CMAR shall obtain a copy of the "Standard Schedule of Values Format" from County.

3. CONSOLIDATION OF REVIEW COMMENTS:

County, A/E, and Project Manager shall provide review comments. The CMAR shall consolidate all responses to those groups into TAB 8 of the document. Each County comment shall have a corresponding answer directly below the original comment. A reply to each County comment is required even if only a clarification is required. Each reply shall state where in the GMP Proposal the corresponding information may be located.

4. GENERAL REQUIREMENTS:

The GMP Proposal shall be submitted at the phase specified by County. The GMP Proposal shall be submitted in the format described below. Proposals substantially deviating from the organization's format will be returned to the CMAR for re-submittal. Proposals not in compliance with the format, which result in substantial delay, will be the responsibility of the CMAR and may not extend the construction duration or substantial completion date.

5. GMP PROPOSAL PACKAGE:

The GMP Proposal shall be bound in 3-ring notebook or spiral notebook and entitled "Guaranteed Maximum Price Proposal". Below it the following items shall be shown:

Submittal number (i.e. Submittal #1)
Date of Submittal
Project Name
Project Number

Since several submittal revisions may be submitted, always state which submittal number is currently being submitted.

All pages within each tab shall be numbered.

The proposal shall be organized in the order described below:

TABLE OF CONTENTS

List all the following items. Provide a brief summary of the major components within each Tab.

TAB 1 – Guaranteed Maximum Price Proposal

- Refer to the GMP Proposal document herein above. Type in the cost amounts and sign, date and seal the form.
- In addition to the bound notebooks, provide two (2) loose original executed copies. (Do not bind into spiral notebooks.)
- Do not alter any language from the original document without prior approval from County.
- Do not electronically alter the document.
- Each line item cost must exactly match the corresponding cost summary shown on the TAB 6 GMP Proposal Cost Breakdown.
- Provide a Corporate Resolution or Articles of Organization, stating individual's authorization to execute contracts on behalf of the corporation, for any individual signing the GMP, who is not the President or CEO of the firm.

TAB 2 - Executive Project Summary

- State any amended services or scope changes included in the Proposal.

- Provide a brief project summary defining the scope of work associated with the construction phase of work included in this GMP Proposal.
- Include the description of building type, size, character and general materials.
- Summarize any relationship with existing structures, unusual site conditions, utility issues, or conditions effected by other governmental agencies (i.e. right-of-way issues)
- State the anticipated Notice to Proceed with Construction date and Substantial Completion date.

TAB 3 - Project Team

- List the various teams and the team members, in graphic and written form, for including names, titles, job responsibilities, and contact information.
- Identify all consultants.

TAB 4 - List of Documents

- Drawings Index – provide detailed listing of each sheet number, sheet title, original date of drawing, revised date of drawing
- Specification Index:
- Provide a detailed listing of each specification section required by County as identified in the Contract.
- Provide a detailed listing of all other spec sections describing the project.
- Specifications shall be organized by CSI Division format. State the name, original date of issue, and a column for revision date.

TAB 5 - Qualifications and Value Engineering

- Qualifications – A summary of all qualifications and assumptions organized by drawing sheet number or by specification sections to match those in TAB 4.
- Exclusions – A summary of exclusions organized by drawing sheet number or by specification section.
- Substitutions – A summary of substitutions to materials or systems described by drawing sheet number or by the specifications listed in TAB 4. Organize by specification section.
- Value Engineering Recommendations - List all items proposed to date and for each item identify if the item is accepted by County and included in the GMP. State the date of acceptance. In addition, identify those VE items not currently accepted. State if the price is good for a limited time period.

TAB 6 - GMP Proposal Cost Breakdown

- Provide an Estimated Construction Cost breakdown on the Standard Schedule of Values Format for Cost of the Work based on anticipated subcontracts, organized by CSI Division format, Cost of the Work and CMAR's Fee.
- The CMAR shall provide a detailed initial Total Project Construction Cost Estimate using standard estimating industry practices, utilizing the CSI Division format, with any additional cost breakdown as required by the Project Manager.

TAB 7 - Master Project Schedule (Summary Level)

- The Summary Level schedule shall be submitted electronically with the GMP Proposal.
- Summary Schedule Requirements
- The schedule shall comply with the requirements of and shall form the basis for the "Detail" schedule, which shall be submitted within **sixty (60) calendar days** following Notice to Proceed with Construction for Construction Services.

- The schedule shall be a computer-generated CPM schedule.
- The schedule shall be presented in "bar chart" form and contain detailed activities for all events and milestones included in Pre-construction (Part I) Services
- The schedule shall include detailed, logic driven activities for all Construction Service activities scheduled to commence during the first **ninety (90) calendar days** following the Notice to Proceed with Construction. The remaining construction activities (those commencing after the first **ninety (90) calendar days**) may be summarized by trades and may have longer durations than the "detailed" activities mentioned above.

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

1. All policies of insurance provided by Contractor must comply with the requirements of this Exhibit, the Contract Documents, and the laws of the State of Texas.

2. Contractor shall provide and maintain, until the Work covered in the Contract is completed and accepted by County, 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 County.

TYPE OF COVERAGE	**LIMITS OF LIABILITY**
Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	**$ 1,000,000** per Accident
Bodily Injury by Disease	**$ 1,000,000** per Employee
	$ 1,000,000 aggregate Policy Limit

Comprehensive General Liability
(including completed operations and contractual liability insurance for bodily injury, death, or property damages)

Comprehensive General Liability	**$ 1,000,000** per Occurrence
	$ 2,000,000 aggregate Policy Limit

Comprehensive Automobile and Auto Liability Insurance
(covering owned, hired, leased, and non-owned vehicles)

Bodily injury (including death)	**$ 1,000,000** per Person
	$ 1,000,000 per Occurrence
Property Damage	**$ 1,000,000** per Person
	$ 1,000,000 per Occurrence
	No aggregate Policy Limit

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 include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of Contractor and shall name its Subcontractors as additional insureds. County 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.

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

Umbrella Coverage **$ 5,000,000**

Workers' Compensation Insurance

A. Definitions:

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.

Duration of the Project - includes the time from the beginning of the work on the Project until the CMAR's/person's work on the Project has been completed and accepted by County.

Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

Persons providing services on the Project ("Subcontractor") - includes all persons or entities performing all or part of the services CMAR has undertaken to perform on the Project, regardless of whether that person contracted directly with CMAR 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. CMAR 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 CMAR providing services on the Project, for the duration of the Project.

C. CMAR must provide a certificate of coverage prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of CMAR's bid bond.

D. If the coverage period shown on CMAR's current certificate of coverage ends during the duration of the Project, CMAR must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.

E. CMAR shall obtain from each person providing services on a project, and provide to

County:

(1) a certificate of coverage, prior to that person beginning work on the Project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than **seven (7) calendar days** after receipt by CMAR, 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. CMAR shall retain all required certificates of coverage for the duration of the Project and for **one (1) year** thereafter.

G. CMAR shall notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after CMAR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

H. CMAR 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. CMAR 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 CMAR, 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 CMAR, 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 CMAR:
- **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 (1) year** thereafter;

(6) notify County in writing by certified mail or personal delivery, within **ten (10) calendar 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 Contract or providing or causing to be provided a certificate of coverage, CMAR is representing to County that all employees of CMAR 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 CMAR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. CMAR's failure to comply with any of these provisions is a breach of contract by CMAR which entitles County to declare the Contract void if CMAR does not remedy the breach within **ten (10) calendar days** after receipt of notice of breach from County.

3. If insurance policies are not written for the amounts specified in this section, CMAR 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.

4. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of CMAR's bid bond.

5. County 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 section.

6. CMAR shall be responsible for payment of premiums for all of the insurance coverages required under this section. CMAR further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which CMAR is responsible hereunder, CMAR shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **seventy-five thousand dollars ($ 75,000)** in CMAR's insurance must be declared and approved in writing by County in advance.

EXHIBIT C

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 County will only cover costs associated with travel on vendors outside a **fifty (50)-mile radius** from Williamson County, Texas.

2.2 County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of **fifty ($50) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty ($20) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile radius**.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem

(per diem limits refer to **3.2**). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a **fifty (50)-mile radius** of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile radius** of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 County will only reimburse up to a coach price fare for air travel.

5.2 County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson

County, Texas for vendors who are located outside of Williamson County, Texas by at least a **fifty (50)-mile radius**.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

10.11 Transportation/mileage to places of entertainment or similar personal activities

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

10.14 Excessive weight baggage fees or cost associated with more than two airline bags

10.15 Auto repairs

10.16 Babysitter fees, kennel costs, pet, or house-sitting fees

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

10.21 Safety Equipment (hard hats, safety vests, etc.)

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

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 CONTRACT DOCUMENTS
Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK
The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS
The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants

under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE
The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT
Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE
Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH
Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody, and control until received for installation based on a signed receipt.

1.1.12 INSTALL
Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1
The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2
Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3
Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1
The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2
The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1
Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract,

the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the

compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3
The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4
If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1
The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2
The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3
The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4
Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the

Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1
Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" 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.

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

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

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. 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 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60)** 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 **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

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

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2
Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are

preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed, Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for

the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5
In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1
Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2
Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3
Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal

and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9
The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10
The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2
The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such

construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2
If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK
The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY
OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER,

EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

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

4.2 ADMINISTRATION OF THE CONTRACT

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

4.2.2
The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3
On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5
If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6
To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner, will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7
To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8
If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9
If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract

Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2
All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1
The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly

enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8
The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the

allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9
Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10
When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK
If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME
TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED
Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE
Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out

Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1
If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path .

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim one (1) Weather Day for each day of the duration of the precipitation plus an additional

day for each **one tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3
Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph 8.5.2.2.D** and within the reasonable control of Owner, the Contract price and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY
Contractor has no claim for monetary damages for delay or hindrances to the work from any cause, including without limitation any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

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

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than $5,000 on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2
Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3
The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an

Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

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

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

9.4 CERTIFICATES FOR PAYMENT

9.4.1
The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2
The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or

continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1
The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1
The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized

by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2
Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3
Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1
Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2
Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3
The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4
Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report 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.

10.3.3
The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4
The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1
The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether

such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2
The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3
Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be

adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4
The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1
Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included

in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1
The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Price. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2
A Performance Bond is required if the Contract Price is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract 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 **twenty-five thousand dollars ($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
Prior to final payment, Contractor shall provide Owner with a Warranty Bond in the sum of **ten percent (10%)** of the Contract Price or 10% of the GMP for Construction Manager At-Risk Contracts for **twelve (12) months** from Substantial Completion. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations, or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10
Claims on Payment Bonds. Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with **Texas Government Code, §2253.041**. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11
Payment Claims when Payment Bond not Required. When the value of the Contract between Owner and the Contractor is less than **twenty-five thousand dollars ($25,000)**, claimants and their rights are governed by **Texas Property Code, §53.231-239**. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3
The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4
The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5
Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW
The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS
The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE
Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1
Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2
No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1
Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2
the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS
Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1
All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2
Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2
The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3
If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1
The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3 of the Contract**.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS
Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST
If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Commissioners Court - Regular Session **40.**

Meeting Date: 12/15/2020

Manville bulk water order for Road and Bridge

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate between Williamson County and Manville Water Supply Corporation on approving the purchase of bulk water through a fire hydrant meter per the attached quote.

Background

Per the quote, we are responsible for the connection and reinforcement of the fire hydrant meter up to twelve (12) months. If a longer period is needed a three (3) month extension must be complete and approved. There will be a $50.00 monthly base charge in addition to water purchased at $5.00 per thousand. A one time deposit amount of $1,500.00 will occur upon approval with a reset or reconnection fee of $60.00. The Point of Contact is James Williams. Funding Source 01.0200.0210.004430.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	12/03/2020 11:34 AM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 11:37 AM
Form Started By: Andrew Portillo		Started On: 12/02/2020 10:09 AM
Final Approval Date: 12/03/2020		

MANVILLE WATER SUPPLY CORPORATION

P.O. Box 248
Coupland, TX 78615
customerservice@manvillewsc.org

(512) 856-2488
(512) 856-2029 (Fax)

BULK WATER PURCHASE AGREEMENT **Date:** 12/08/2020

Company Name: Williamson County Road & Bridge

Billing Address: 3151 SE Inner Loop
Georgetown, TX 78626

Office Contact: Kelly Murphy **On-site Contact:** Jamie Ward

Telephone #: 512-943-3331 **Cell #:** 254-371-2974

Job Location: CR 463, Elgin, TX **Estimated Start/End Dates:** 12/8/2020-12/7/2021

Meter Location: Intersection of CR 465 and CR 463, Elgin, TX

By signature below on behalf of Williamson County **, we agree to the following terms:** We will be working in Manville's service area and will be purchasing bulk water through a fire hydrant meter. We are responsible for the connection and reinforcement of the fire hydrant meter as to prevent any damage to the meter or the hydrant. This meter is for temporary use for a period up to twelve (12) months. If a longer period is needed, a new application for a three (3) month extension must be completed and approved. There will be a $50.00 monthly base charge in addition to water purchased at $5.00 per thousand. We agree to contact Manville Water Supply Corporation when the bulk water meter is no longer needed. At the time of service termination, the bulk meter deposit will be refunded less any charges on the final bill. We agree if the meter needs to be relocated during this term, we will pay a reset/reconnection fee of $60.00.

IMPORTANT: In the case that Manville is forced to impose Stage 2 or Stage 3, mandatory water restrictions at any time, this agreement will be immediately suspended.

Billing Schedule:	Monthly	Restriction:	Low-Flow Use
Base Rate:	$ 50.00 (non-prorated)	Water Charge:	$ 5.00 per 1,000 gallons
Deposit Amount:	$1,500.00		

*The information listed below pertains to **CUSTOMERS PROVIDING THEIR OWN WATER METER*** *Manville requires the bulk water meter be chained and locked to the fire hydrant/flush valve, and it must not be removed until Manville has taken a final reading from the meter. Customers violating this requirement for any reason will forfeit their deposit.*

Customer Representative:

Signature Printed Name Date

Manville Representative:

Signature Donna Hall 12-3-20
Printed Name Date

To be completed by Manville Water Supply Corporation Personnel

Meter #: _____ **Account #:** _____ **Work Order :** _____

Beginning Reading: _____ **Ending Reading:** _____

Meter Set Date: _____ **Meter Pulled Date:** _____

Commissioners Court - Regular Session **41.**

Meeting Date: 12/15/2020

OSSF Order

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on publishing notice in the Williamson County Sun to notify the public that proposed amended rules for on-site sewage facilities (OSSF) in Williamson County, Texas will be discussed during the Williamson County Commissioners Court session on January 12, 2021 at 9:30 AM pursuant to Texas Health and Safety Code, Chapter 366 and Title 30, Texas Administrative Code §285.10.

Background

The Williamson County Commissioners Court approved an Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities on September 19, 2017 and the order was later presented to and approved by the Executive Director of the TCEQ. Proposed amendments to the Rules of Williamson County, Texas for On-Site Sewage Facilities have now become necessary and they have been presented to the Executive Director of the TCEQ in the form of a request to proceed with consideration and adoption of such amendments.

The County has received notice from TCEQ that it may proceed with the consideration and possible adoption of the amendments. The County must hold a public meeting to discuss and possibly take action on the proposed amendments and proposed Order Adopting First amended Rules of Williamson County, Texas for On-Site Sewage Facilities. The County must publish notice of the time, date, and location of the public meeting in a newspaper of general circulation in the county at least 72 hours before the public meeting, but not more than 30 days before the meeting in accordance with Title 30, Texas Administrative Code §285.10.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:38 AM
Form Started By: Vicky Edwards		Started On: 12/10/2020 10:28 AM
Final Approval Date: 12/10/2020		

Commissioners Court - Regular Session **42.**

Meeting Date: 12/15/2020

Final plat for the Estates at Northgate Ph 1 Sec 2 subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Estates at Northgate Phase 1 Section 2 subdivision – Precinct 2.

Background

This is the next section of the Estates at Northgate development. It consists of 53 lots and 4,678 feet of new public roads. Roadway and drainage construction has been completed.

Timeline

2019-09-27 – initial submittal of final plat
2019-10-21 – 1st review complete with comments
2020-03-20 – 2nd submittal of final plat
2020-04-03 – 2nd review complete with comments
2020-06-12 – 3rd submittal of final plat
2020-06-24 – 3rd review complete with comments
2020-11-10 – 4th submittal of final plat
2020-11-17 – 4th review complete with comments
2020-11-24 – 5th submittal of final plat
2020-11-24 – 5th review complete with comments clear except completing construction
2020-12-03 – receipt of final plat with signatures
2020-12-10 – final plat placed on December 15, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

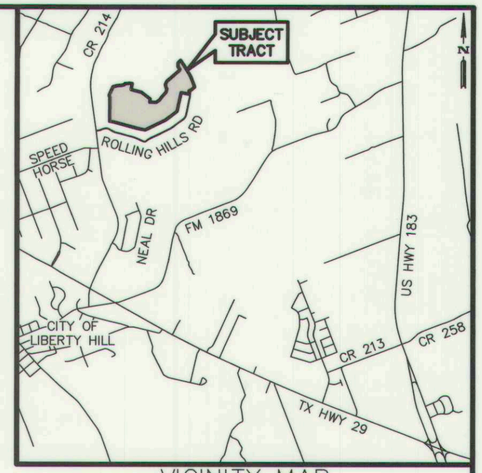
final plat - Estates at Northgate Ph 1 Sec 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 11:17 AM
Form Started By: Adam Boatright		Started On: 12/10/2020 10:44 AM
Final Approval Date: 12/10/2020		

STREET NAMES

STREET	R.O.W. WIDTH	PAVEMENT WIDTH	CENTERLINE LENGTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
FRANCIS COURT	60 FEET	26 FEET	575 FEET	25 MPH	PUBLIC	LOCAL ROAD (RURAL)
WELLBORN ROAD	60 FEET	26 FEET	4,103 FEET	25 MPH	PUBLIC	LOCAL ROAD (RURAL)
TOTAL LINEAR FEET OF NEW STREETS:			4,678 FEET			



VICINITY MAP
NOT TO SCALE

LAND USE SCHEDULE

DESCRIPTION	NUMBER	ACREAGE
RESIDENTIAL	47	54.893 AC.
DRAINAGE ESMT.	1	0.852 AC.
OPEN SPACE/DRAINAGE ESMT.	5	13.373 AC.
RIGHT-OF-WAY	–	6.899 AC.
TOTAL	53	76.017 AC.

CULVERT TABLE

BLOCK	LOT	CULVERT DIAMETER	INVERT ELEVATION
F	33	18 IN.	1003.47
F	34	18 IN.	1007.44
F	35	18 IN.	1008.7
F	41	18 IN.	1043.5
F	42	18 IN.	1042.9
F	43	18 IN.	1042.4
F	44	18 IN.	1042
F	45	24 IN.	1041.6
F	46	24 IN.	1041
F	47	24 IN.	1038.7
F	48	30 IN.	1035.7
F	49	30 IN.	1033.9
F	50	36 IN.	1032.3
F	51	2 X 30 IN.	1029.7

NOTE: ALL LOTS OMITTED FROM THE CULVERT TABLE DO NOT REQUIRE CULVERTS.

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD-83. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00014679.

BENCHMARK NOTE:

TEMPORARY BENCHMARK FOR THIS PROJECT IS A "□" CHISEL MARK AT THE APPROXIMATE MIDDLE POINT OF THE CONCRETE HEADWALL ON THE EAST SIDE OF THE BOX CULVERTS CROSSING C.R. 214. AS SHOWN AND LOCATED ALONG THE EAST SIDE OF C.R. 214, BEHIND LOT 22, BLOCK B, OF THE NORTHGATE PHASE 1, SECTION 1, A SUBDIVISION AS RECORDED IN DOCUMENT NO. 2018070591, OFFICIALS PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

ELEVATION 993.74 FEET NAVD 88 DATUM
GRID N. 10223889.38
GRID E. 3057450.22

LEGEND

D.E.	DRAINAGE EASEMENT
D.R.W.C.	DEED RECORDS, WILLIAMSON COUNTY
DRAN.	DRAINAGE
ESMT.	EASEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
O.S.	OPEN SPACE
O.S.S.F.	ON-SITE SEWAGE FACILITY
P.O.B.	POINT OF BEGINNING
P.R.W.C.	PLAT RECORDS, WILLIAMSON COUNTY
PROP.	PROPOSED
R.O.W.	RIGHT-OF-WAY
( )	RECORD INFORMATION DOC. NO. 2016083415, O.P.R.W.C.
[ ]	RECORD INFORMATION DOC. NO. 2008064005, O.P.R.W.C.
{ }	RECORD INFORMATION DOC. NO. 2001060231, O.P.R.W.C.
< >	RECORD INFORMATION CAB. D, SLD. 307 & CAB. G, SLD. 308, P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS NOTED)
"NAME ON CAP" ●	FOUND 1/2" IRON ROD WITH CAP (CAP NOTED ON SURVEY)
▲	FOUND NAIL (TYPE NOTED ON SURVEY)
✱	FOUND COTTON GIN SPINDLE
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
△	CALCULATED POINT

0 100 200 300

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 2

A SUBDIVISION OF 76.017 ACRES OF LAND
LOCATED IN THE
RICHARD WEST SURVEY, A-468, WILLIAM H. McCULLOUGH SURVEY, A-465, WILLIAM M. MANGHAM SURVEY, A-468 AND THE E, MATHER SURVEY, A-434, IN WILLIAMSON COUNTY, TEXAS.

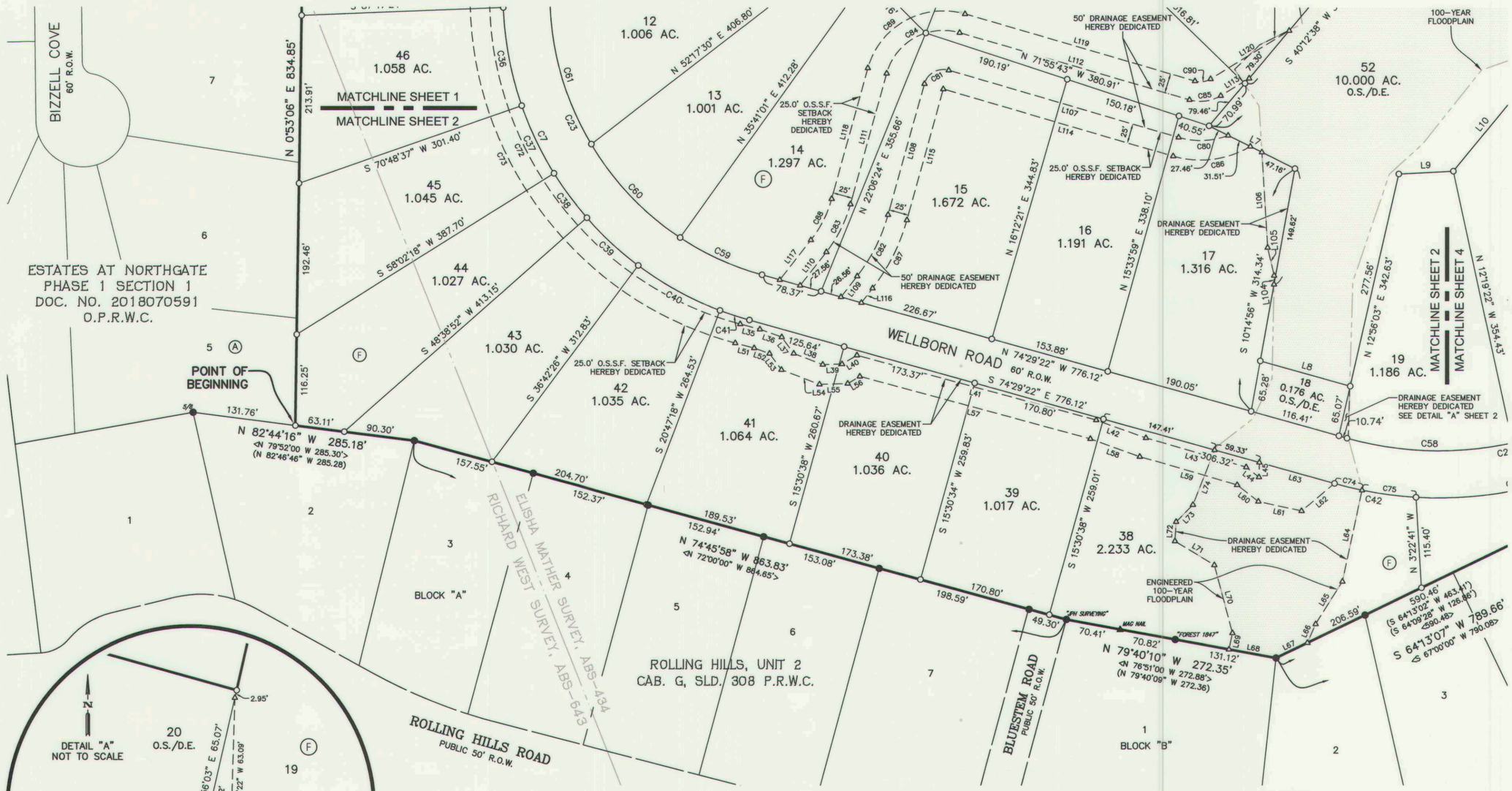
SUBMITTED DATE: 26 MARCH, 2020

OWNER:
RIVER OAKS LAND PARTNERS, LLC
13809 RESEARCH BLVD., SUITE 745
AUSTIN, TX 78750
TEL: 512-750-0896

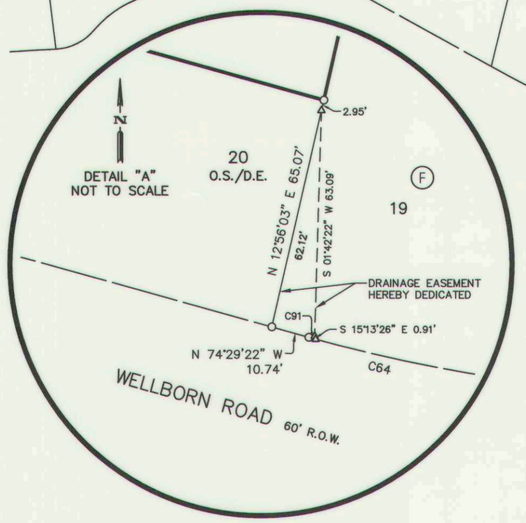
ENGINEER & SURVEYOR:
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400

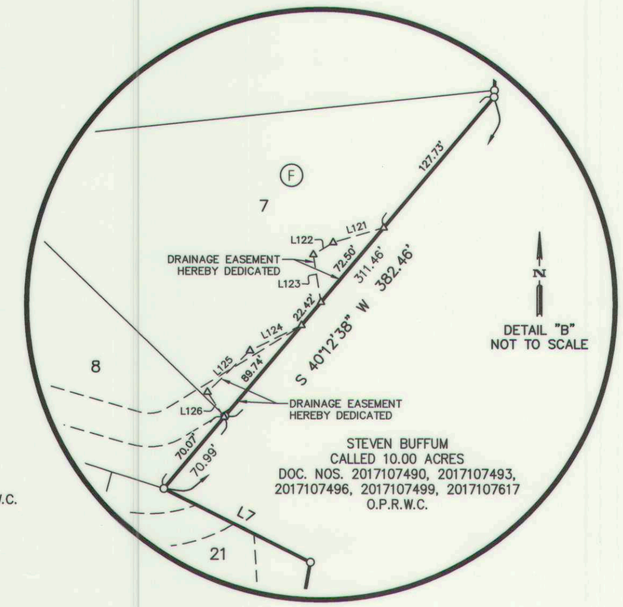
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Survey Projects\Northgate Ranch (River Oaks)\14495-00 River Oaks\04_Finals\Drawings\Ph 1- Sec 2_Plat\7052-00_NG PH1 Sec 2.dwg, 10/20/2020 9:40 AM, sborger, 1:0



MINIMUM FINISHED FLOOR ELEVATION TABLE		
BLOCK	LOT	F.F.E.
F	6	997.5'
F	7	1002.3'
F	8	1002.5'
F	17	1003.8'
F	19	1001.7'
F	20	1000.6'
F	21	995.2'
F	23	992.9'
F	24	992.8'
F	25	991.5'
F	26	990.7'
F	27	989.0'
F	29	985.7'
F	30	984.8'
F	31	981.1'
F	32	979.4'
F	38	1013.3'





FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 2

A SUBDIVISION OF 76.017 ACRES OF LAND
LOCATED IN THE
RICHARD WEST SURVEY, A-468, WILLIAM H.
McCULLOUGH SURVEY, A-465, WILLIAM M. MANGHAM
SURVEY, A-468 AND THE E, MATHER SURVEY, A-434,
IN WILLIAMSON COUNTY, TEXAS.

N

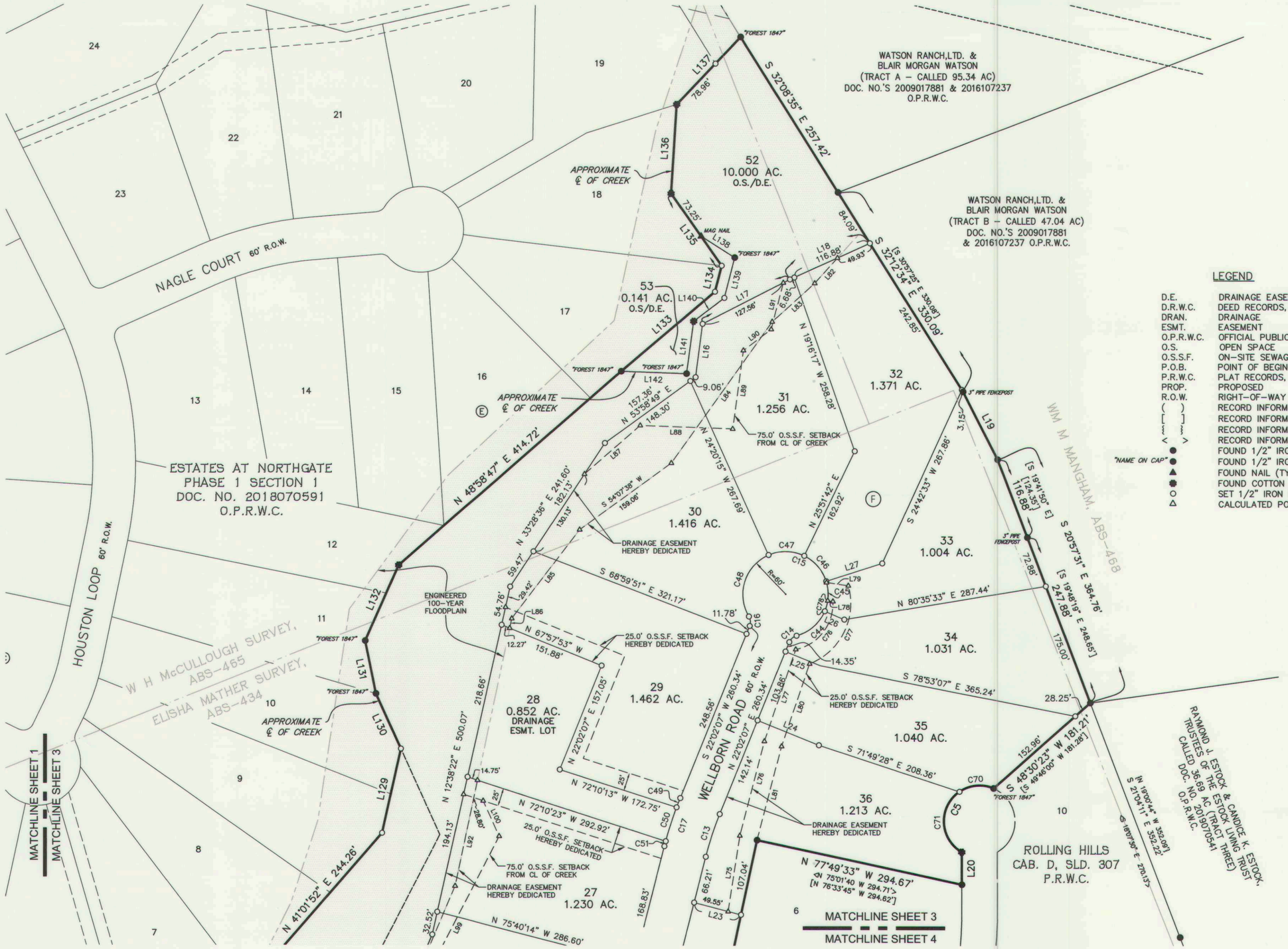
0 100 200 300

LEGEND

D.E.	DRAINAGE EASEMENT
D.R.W.C.	DEED RECORDS, WILLIAMSON COUNTY
DRAN.	DRAINAGE
ESMT.	EASEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
O.S.	OPEN SPACE
O.S.S.F.	ON-SITE SEWAGE FACILITY
P.O.B.	POINT OF BEGINNING
P.R.W.C.	PLAT RECORDS, WILLIAMSON COUNTY
PROP.	PROPOSED
R.O.W.	RIGHT-OF-WAY
( )	RECORD INFORMATION DOC. NO. 2016083415, O.P.R.W.C.
[ ]	RECORD INFORMATION DOC. NO. 2008064005, O.P.R.W.C.
{ }	RECORD INFORMATION DOC. NO. 2001060231, O.P.R.W.C.
< >	RECORD INFORMATION CAB. D, SLD. 307 & CAB. G, SLD. 308, P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS NOTED)
"NAME ON CAP" ●	FOUND 1/2" IRON ROD WITH CAP (CAP NOTED ON SURVEY)
▲	FOUND NAIL (TYPE NOTED ON SURVEY)
✸	FOUND COTTON GIN SPINDLE
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
△	CALCULATED POINT

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Survey Projects\Northgate Ranch (River Oaks)\4495-00 River Oaks\04_Finals\Drawings\Ph 1- Sec 2_Plat\7052-00_NG PH1 Sec 2.dwg, 10/20/2020 9:40 AM, sborger, 1:0



LEGEND

D.E.	DRAINAGE EASEMENT
D.R.W.C.	DEED RECORDS, WILLIAMSON COUNTY
DRAN.	DRAINAGE
ESMT.	EASEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
O.S.	OPEN SPACE
O.S.S.F.	ON-SITE SEWAGE FACILITY
P.O.B.	POINT OF BEGINNING
P.R.W.C.	PLAT RECORDS, WILLIAMSON COUNTY
PROP.	PROPOSED
R.O.W.	RIGHT-OF-WAY
( )	RECORD INFORMATION DOC. NO. 2016083415, O.P.R.W.C.
[ ]	RECORD INFORMATION DOC. NO. 2008064005, O.P.R.W.C.
{ }	RECORD INFORMATION DOC. NO. 2001060231, O.P.R.W.C.
< >	RECORD INFORMATION CAB. D, SLD. 307 & CAB. G, SLD. 308, P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS NOTED)
"NAME ON CAP" ●	FOUND 1/2" IRON ROD WITH CAP (CAP NOTED ON SURVEY)
▲	FOUND NAIL (TYPE NOTED ON SURVEY)
✸	FOUND COTTON GIN SPINDLE
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
△	CALCULATED POINT

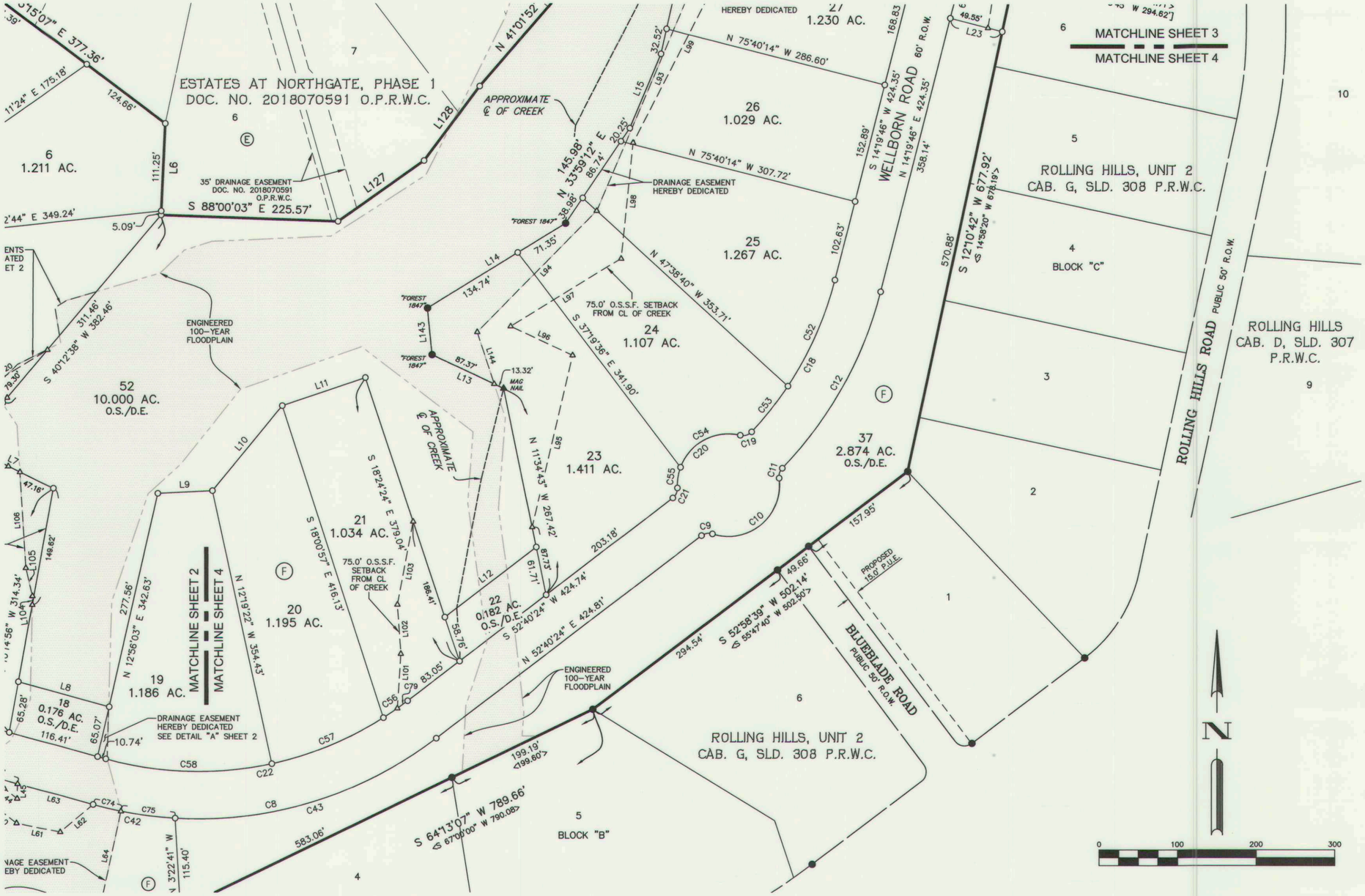
FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 2

A SUBDIVISION OF 76.017 ACRES OF LAND LOCATED IN THE RICHARD WEST SURVEY, A-468, WILLIAM H. McCULLOUGH SURVEY, A-465, WILLIAM M. MANGHAM SURVEY, A-468 AND THE E, MATHER SURVEY, A-434, IN WILLIAMSON COUNTY, TEXAS.

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Survey Projects\Northgate Ranch (River Oaks)\4495-00 River Oaks\04_Finals\Drawings\Ph 1- Sec 2_Plat\7052-00_NG PH1 Sec 2.dwg, 10/20/2020 9:41 AM, aberger, 1:0



LINE TABLE		
NUMBER	BEARING	DISTANCE
L58	S 70°16'34" E	67.20'
L59	S 73°46'40" E	129.33'
L60	S 52°12'48" E	34.37'
L61	S 77°52'09" E	56.56'
L62	N 50°10'36" E	54.55'
L63	N 74°29'22" W	99.57'
L64	S 12°15'31" W	118.85'
L65	S 32°14'04" W	64.28'
L66	S 23°23'23" W	26.15'
L67	S 64°13'07" W	44.73'
L68	N 79°40'10" W	61.05'
L69	N 12°09'53" E	21.34'
L70	N 14°57'00" W	89.85'
L71	N 59°00'32" W	58.86'
L72	N 03°43'18" E	24.49'
L73	N 44°44'41" E	30.61'
L74	N 21°40'43" E	75.11'
L75	N 08°51'02" E	107.56'
L76	N 14°34'14" E	136.98'
L77	N 18°48'25" E	135.88'
L78	N 81°29'24" W	7.42'
L79	S 81°29'24" E	30.94'
L80	S 18°48'25" W	122.11'
L81	S 14°34'14" W	136.06'
L82	S 42°08'04" W	47.85'
L83	S 47°50'07" W	80.55'
L84	S 35°33'41" W	243.98'
L85	S 37°25'56" W	157.25'
L86	S 11°57'39" W	13.87'
L87	N 48°58'47" E	103.87'
L88	S 87°56'12" E	130.26'
L89	N 07°43'12" E	111.11'
L90	N 52°49'39" E	49.12'
L91	N 14°31'31" E	67.54'
L92	S 11°57'39" W	151.85'
L93	S 23°03'39" W	290.78'
L94	S 44°38'54" W	216.38'
L95	N 13°19'48" E	223.91'
L96	N 64°59'04" W	86.98'
L97	N 58°30'40" E	164.85'
L98	N 05°51'09" E	147.94'
L99	N 27°19'14" E	282.57'
L100	N 24°29'57" W	54.54'
L101	N 03°44'07" E	69.43'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L102	N 04°05'35" W	62.48'
L103	N 10°50'31" E	107.10'
L104	N 01°11'23" E	11.06'
L105	N 13°06'02" W	36.68'
L106	N 03°32'35" W	121.69'
L107	N 73°47'39" W	305.98'
L108	S 15°30'38" W	173.07'
L109	S 38°00'38" W	33.73'
L110	N 38°00'38" E	54.44'
L111	N 15°30'38" E	173.07'
L112	S 73°47'39" E	305.98'
L113	N 58°35'17" E	42.46'
L114	N 73°47'39" W	305.98'
L115	S 15°30'38" W	173.07'
L116	S 38°00'38" W	23.37'
L117	N 38°00'38" E	64.79'
L118	N 15°30'38" E	173.07'
L119	S 73°47'39" E	305.98'
L120	N 58°35'17" E	117.71'
L121	S 73°43'13" W	39.26'
L122	S 58°37'57" W	17.40'
L123	S 09°14'15" E	35.76'
L124	S 63°49'51" W	43.06'
L125	S 45°45'08" W	44.32'
L126	S 33°47'33" E	22.40'
L127	N 54°48'02" E	133.92'
L128	N 36°56'16" E	117.79'
L129	N 12°38'22" E	120.92'
L130	N 24°29'57" W	85.00'
L131	N 11°31'53" W	75.65'
L132	N 23°54'58" E	115.99'
L133	N 49°40'35" E	172.94'
L134	N 14°31'31" E	37.70'
L135	N 35°08'24" W	123.49'
L136	N 03°35'04" E	125.26'
L137	N 43°37'30" E	130.54'
L138	S 57°52'01" E	55.91'
L139	S 14°31'31" W	58.52'
L140	S 52°49'39" W	54.23'
L141	S 07°43'12" W	74.32'
L142	N 87°56'12" W	91.93'
L143	N 05°41'08" W	59.36'
L144	S 18°14'09" E	69.17'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°48'13" W	91.24'
L2	N 03°20'02" W	16.36'
L3	N 86°39'58" E	60.00'
L4	N 86°39'58" E	121.20'
L5	S 80°56'49" E	26.62'
L6	S 02°38'05" W	116.34'
L7	S 63°32'55" E	122.62'
L8	S 74°29'22" E	119.47'
L9	N 87°03'57" E	69.68'
L10	N 39°30'10" E	139.91'
L11	N 71°20'12" E	111.76'
L12	N 52°40'24" E	146.27'
L13	N 64°59'04" W	100.69'
L14	N 58°30'40" E	206.09'
L15	N 22°53'46" E	102.46'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L16	N 07°28'06" E	75.68'
L17	N 63°06'10" E	137.81'
L18	N 65°47'05" E	123.56'
L19	S 26°56'46" E	106.95'
	[S 26°03'07" E]	[98.67']
L20	S 00°12'02" E	45.69'
	[S 1°01'35" W]	[45.55']
	<S 2°35'10" W>	<45.55'>
L21	S 03°20'02" E	63.03'
L22	N 03°20'02" W	79.39'
L23	S 75°40'14" E	68.29'
L24	S 67°57'53" E	92.85'
L25	S 67°57'53" E	53.06'
L26	S 66°48'35" E	29.73'
L27	S 72°15'25" W	82.86'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L28	S 09°29'24" E	28.55'
L29	S 43°52'03" E	79.43'
L30	S 42°12'09" E	16.29'
L31	S 03°20'02" E	40.07'
L32	S 23°40'24" W	219.67'
L33	S 54°59'20" W	19.69'
L34	S 22°29'40" W	62.17'
L35	S 75°15'14" E	25.85'
L36	S 70°33'54" E	29.56'
L37	S 36°26'03" E	26.00'
L38	S 69°02'22" E	39.65'
L39	N 88°27'46" E	24.68'
L40	N 59°11'28" E	22.18'
L41	S 74°57'07" E	316.86'
L42	S 70°16'34" E	67.45'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L43	S 73°46'40" E	133.32'
L44	N 52°12'48" W	20.74'
L45	N 01°26'56" E	18.66'
L46	S 42°12'09" E	27.62'
L47	S 03°20'02" E	31.25'
L48	S 23°40'24" W	212.67'
L49	S 54°59'20" W	19.97'
L50	S 22°29'40" W	69.45'
L51	S 75°15'14" E	24.83'
L52	S 70°33'54" E	20.87'
L53	S 36°26'03" E	25.64'
L54	S 69°02'22" E	51.93'
L55	N 88°27'46" E	36.18'
L56	N 59°11'28" E	18.13'
L57	S 74°57'07" E	305.26'

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 2

A SUBDIVISION OF 76.017 ACRES OF LAND
LOCATED IN THE
RICHARD WEST SURVEY, A-468, WILLIAM H.
McCULLOUGH SURVEY, A-465, WILLIAM M. MANGHAM
SURVEY, A-468 AND THE E, MATHER SURVEY, A-434,
IN WILLIAMSON COUNTY, TEXAS.

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Survey Projects\Northgate Ranch (River Oaks)\4495-00 River Oaks\04_Finals\Drawings\Ph 1- Sec 2_Plat\7052-00_NG PH1 Sec 2.dwg, 10/20/2020 8:41 AM, aborger, 1:0

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	14.60'	15.00'	55°46'16"	N 24°33'06" E	14.03'
C2	24.44'	65.00'	21°32'32"	N 41°39'58" E	24.30'
C3	14.60'	15.00'	55°46'16"	N 58°46'50" E	14.03'
C4	95.13'	440.00'	12°23'13"	S 87°08'26" E	94.94'
C5	151.57'	50.00'	173°41'09"	S 26°38'06" W	99.85'
	[151.61']	[50.00']		[S 27°53'28" W]	[99.85']
C6	207.40'	440.00'	27°00'26"	S 10°10'11" W	205.49'
C7	736.70'	430.00'	98°09'46"	N 25°24'29" W	649.85'
C8	461.09'	500.00'	52°50'14"	S 79°05'31" W	444.93'
C9	14.59'	15.00'	55°43'23"	S 80°32'06" W	14.02'
C10	131.96'	65.00'	116°19'00"	N 50°14'17" E	110.44'
C11	13.61'	15.00'	52°00'17"	S 18°04'56" W	13.15'
C12	259.66'	500.00'	29°45'19"	S 29°12'26" W	256.76'
C13	63.21'	470.00'	7°42'21"	N 18°10'56" E	63.16'
C14	13.91'	15.00'	53°07'48"	N 48°36'01" E	13.42'
C15	299.77'	60.00'	286°15'37"	S 67°57'53" E	72.00'
C16	13.91'	15.00'	53°07'48"	S 04°31'48" E	13.42'
C17	71.28'	530.00'	7°42'21"	N 18°10'56" E	71.23'
C18	222.53'	440.00'	28°58'37"	S 28°49'04" W	220.16'
C19	15.74'	15.00'	60°07'18"	S 73°22'02" W	15.03'
C20	120.90'	65.00'	106°34'25"	N 50°08'28" E	104.21'
C21	14.61'	15.00'	55°49'09"	S 24°45'50" W	14.04'
C22	405.76'	440.00'	52°50'14"	S 79°05'31" W	391.53'
C23	633.91'	370.00'	98°09'46"	N 25°24'29" W	559.17'
C24	23.56'	15.00'	90°00'00"	N 68°40'24" E	21.21'
C25	27.29'	970.00'	1°36'42"	S 65°31'15" E	27.28'
C26	13.91'	15.00'	53°07'48"	S 38°09'00" E	13.42'
C27	299.77'	60.00'	286°15'37"	S 25°17'06" W	72.00'
C28	13.91'	15.00'	53°07'48"	S 88°43'12" W	13.42'
C29	28.97'	1,030.00'	1°36'42"	S 65°31'15" E	28.97'
C30	22.27'	15.00'	85°02'51"	N 23°48'11" W	20.28'
C31	192.46'	500.00'	22°03'17"	S 07°41'36" W	191.28'
C32	160.32'	440.01'	20°52'36"	N 07°06'16" E	159.44'
C33	47.08'	440.01'	6°07'50"	N 20°36'29" E	47.06'
C34	60.79'	430.00'	8°06'01"	S 19°37'23" W	60.74'
C35	133.46'	430.00'	17°46'58"	S 06°40'53" W	132.92'
C36	127.43'	430.00'	16°58'47"	S 10°41'59" E	126.97'
C37	95.85'	430.00'	12°46'19"	S 25°34'32" E	95.65'
C38	70.48'	430.00'	9°23'26"	S 36°39'25" E	70.40'
C39	89.61'	430.00'	11°56'26"	S 47°19'21" E	89.45'
C40	119.47'	430.00'	15°55'07"	S 61°15'08" E	119.08'
C41	39.61'	430.00'	5°16'41"	S 71°51'02" E	39.60'
C42	106.06'	500.00'	12°09'12"	S 80°33'58" E	105.86'
C43	355.03'	500.00'	40°41'01"	N 73°00'55" E	347.62'
C44	54.43'	60.00'	51°58'30"	N 49°10'40" E	52.58'
C45	42.87'	60.00'	40°56'00"	N 02°43'25" E	41.96'
C46	48.59'	60.00'	46°23'44"	N 40°56'27" W	47.27'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C47	51.61'	60.00'	49°17'09"	N 88°46'53" W	50.04'
C48	102.28'	60.00'	97°40'14"	S 17°44'25" W	90.34'
C49	13.92'	530.00'	1°30'19"	S 21°16'57" W	13.92'
C50	50.01'	530.00'	5°24'23"	S 17°49'36" W	49.99'
C51	7.35'	530.00'	0°47'39"	S 14°43'35" W	7.35'
C52	148.04'	440.00'	19°16'37"	N 23°58'05" E	147.34'
C53	74.49'	440.00'	9°41'59"	N 38°27'23" E	74.40'
C54	94.24'	65.00'	83°04'00"	S 61°53'40" W	86.20'
C55	26.67'	65.00'	23°30'25"	S 08°36'28" W	26.48'
C56	37.59'	440.00'	4°53'44"	N 55°07'16" E	37.58'
C57	154.42'	440.00'	20°06'30"	N 67°37'23" E	153.63'
C58	213.74'	440.00'	27°49'59"	S 88°24'22" E	211.65'
C59	115.34'	370.00'	17°51'39"	S 65°33'33" E	114.87'
C60	165.73'	370.00'	25°39'48"	S 43°47'49" E	164.34'
C61	189.09'	370.00'	29°16'50"	S 16°19'30" E	187.03'
C62	163.75'	370.00'	25°21'29"	S 10°59'39" W	162.42'
C63	92.05'	60.00'	87°54'18"	S 55°32'15" E	83.29'
C64	36.00'	60.00'	34°22'39"	N 63°19'16" E	35.46'
C65	54.55'	60.00'	52°05'13"	N 20°05'20" E	52.69'
C66	56.21'	60.00'	53°40'33"	N 32°47'33" W	54.18'
C67	60.96'	60.00'	58°12'53"	N 88°44'16" W	58.37'
C68	178.75'	500.01'	20°29'01"	N 08°28'44" E	177.80'
C69	13.71'	500.01'	1°34'16"	N 02°32'54" W	13.71'
C70	50.22'	50.00'	57°32'42"	S 84°42'20" W	48.13'
C71	101.35'	50.00'	116°08'27"	S 02°08'15" E	84.87'
C72	733.59'	430.00'	97°44'55"	S 26°22'47" E	647.81'
C73	776.25'	455.00'	97°44'55"	S 26°22'47" E	685.47'
C74	36.38'	500.00'	4°10'06"	S 76°34'25" E	36.37'
C75	69.68'	500.00'	7°59'06"	S 82°39'02" E	69.63'
C76	92.64'	65.63'	80°52'50"	N 37°55'21" E	85.14'
C77	134.10'	90.63'	84°46'39"	S 26°25'09" W	122.20'
C78	15.37'	60.00'	14°40'49"	N 15°51'01" E	15.33'
C79	16.17'	440.00'	2°06'19"	N 53°43'34" E	16.17'
C80	64.66'	100.00'	37°02'59"	S 87°40'51" W	63.54'
C81	39.57'	25.00'	90°41'43"	S 60°51'29" W	35.57'
C82	88.36'	225.00'	22°30'00"	S 26°45'38" W	87.79'
C83	68.72'	175.00'	22°30'00"	N 26°45'38" E	68.28'
C84	118.72'	75.00'	90°41'43"	N 60°51'29" E	106.71'
C85	41.55'	50.00'	47°37'04"	N 82°23'49" E	40.37'
C86	102.31'	125.00'	46°53'43"	S 82°45'29" W	99.48'
C87	98.17'	250.00'	22°30'00"	S 26°45'38" W	97.55'
C88	58.90'	150.00'	22°30'00"	N 26°45'38" E	58.53'
C89	158.29'	100.00'	90°41'43"	N 60°51'29" E	142.28'
C90	20.78'	25.00'	47°37'04"	N 82°23'49" E	20.18'
C91	1.98'	440.00'	0°15'30"	S 74°37'07" E	1.98'
C92	220.36'	467.50'	27°00'26"	S 10°10'11" W	218.33'

DESCRIPTION OF A 76.017 ACRE TRACT OF LAND SITUATED
WILLIAMSON COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE RICHARD WEST SURVEY, ABSTRACT NO. 468, WILLIAM H. McCULLOUGH SURVEY, ABSTRACT NO. 465, WILLIAM M. MANGHAM SURVEY, ABSTRACT NO. 468 AND E. MATHER SURVEY, ABSTRACT NO. 434, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 201.375-ACRE TRACT AND ALL OF A 25.530-ACRE TRACT AS CONVEYED TO RIVER OAKS LAND PARTNERS, LLC BY SPECIAL WARRANTY DEEDS RECORDED IN DOCUMENT NUMBERS 2016083415 AND 2017107562, RESPECTIVELY, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A 10.000-ACRE TRACT OF LAND AS CONVEYED TO STEVEN BUFFUM BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017107490, KATHERINE MAYER BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017107493, MICHAEL MOYER BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017107496, MARGARET RIGGINS BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017107499 AND ELTON W. ROUSE BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017107617, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE INC" set at the most southerly southeast corner of Lot 5, Block A, Estates at Northgate, Phase 1, Section 1, a subdivision as recorded in Document No. 2018070591 of the Official Public Records of Williamson County, Texas, on the south line of said River Oaks Land Partners 201.375-acre tract, on the north line of Lot 2, Block "A" of Rolling Hills, Unit 2, a subdivision recorded in Cabinet G, Slide 308 of the Plat Records of Williamson County, Texas, for the southwest corner and POINT OF BEGINNING of the herein described tract, from which a 5/8-inch iron rod found at the common north corner of Lot 1 and said Lot 2 of said Block "A", Rolling Hills, Unit 2 bears N 82°44'16" W a distance of 131.76 feet;

THENCE, with an easterly line of said Estates at Northgate, Phase 1, Section 1, N 00°53'06" E, a distance of 834.85 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing with an easterly line of said Estates at Northgate, Phase 1, Section 1, N 21°48'13" W, a distance of 91.24 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the common east corner of Lots 9 and 10, Block A, of said Estates at Northgate, Phase 1, Section 1, for an exterior corner of the herein described tract;

THENCE, continuing with an easterly line of said Estates at Northgate, Phase 1, Section 1, N 25°42'03" E, a distance of 321.02 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing with a southerly line of said Estates at Northgate, Phase 1, Section 1, the following fourteen (14) courses:

1) N 75°07'05" E, a distance of 155.15 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

2) N 86°39'58" E, a distance of 185.93 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southeast corner of said Lot 10, Block A, Northgate, Phase 1, Section 1, for a northerly interior corner of the herein described tract;

3) N 03°20'02" W, a distance of 16.36 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest terminus of Houston Loop (60' right-of-way) for a northerly exterior corner of the herein described tract;

4) N 86°39'58" E, a distance of 60.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southeast terminus of said Houston Loop, for a northerly interior corner of the herein described tract;

5) Along a curve to the right, an arc distance of 14.60 feet, having a radius of 15.00 feet, a central angle of 55°46'16" and a chord which bears N 24°33'06" E, a distance of 14.03 feet to 1/2-inch iron rod with cap stamped "BGE INC" set on the southerly right-of-way line of said Houston Loop, at a point of reverse curvature;

6) Along said curve to the left, an arc distance of 24.44 feet, having a radius of 65.00 feet, a central angle of 21°32'32" and a chord which bears N 41°39'58" E, a distance of 24.30 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the southerly right-of-way line of said Houston Loop, at a point of reverse curvature;

7) Along said curve to the right, an arc distance of 14.60 feet, having a radius of 15.00 feet, a central angle of 55°46'16" and a chord which bears N 58°46'50" E, a distance of 14.03 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the southerly right-of-way line of said Houston Loop, at a point of tangency;

8) N 86°39'58" E, a distance of 121.20 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the southerly right-of-way line of said Houston Loop, at the point of curvature of a curve to the right;

9) Along said curve to the right, an arc distance of 95.13 feet, having a radius of 440.00 feet, a central angle of 12°23'13" and a chord which bears S 87°08'26" E, a distance of 94.94 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the southerly right-of-way line of said Houston Loop, for a point of tangency;

10) S 80°56'49" E, a distance of 26.62 feet to a 1/2-inch iron-rod with cap stamped "BGE INC" set on the southerly right-of-way line of said Houston Loop, at the northwest corner of Lot 2, Block E, of said Estates at Northgate, Phase 1, Section 1, for a northerly exterior corner of the herein described tract;

11) S 09°03'11" W, a distance of 205.83 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest corner of said Lot 2, Block E, for a northerly corner of the herein described tract;

12) S 75°14'39" E, a distance of 373.86 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

13) S 53°15'07" E, a distance of 377.36 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southeast corner of Lot 5, Block E, being on the west line of Lot 6, Block E, of said Estates at Northgate, Phase 1, Section 1, for a northerly exterior corner of the herein described tract; and

14) S 02°38'05" W, a distance of 116.34 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest corner of Lot 6, Block E of said Estates at Northgate, Phase 1, Section 1, for a northerly interior corner of the herein described tract, being a north corner of said 10.000-acre tract;

THENCE, with the southerly lines of said Estates at Northgate, Phase 1, Section 1 and the northerly lines of said 10.000-acre tract, the following nine (9) courses:

1) S 88°00'03" E, a distance of 225.57 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the common south corner of Lot 6, Block E, and Lot 7, Block E of said Estates at Northgate, Phase 1, Section 1, for an angle point;

2) N 54°48'02" E, a distance of 133.92 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

3) N 36°56'16" E, a distance of 117.79 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

4) N 41°01'52" E, a distance of 244.26 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;

5) N 12°38'22" E, a distance of 120.92 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point; and

6) N 24°29'57" W, a distance of 85.00 feet to a 1/2-inch iron rod with cap stamped "FOREST 1847" found at the common east corner of Lots 10 and 11 for an angle point;

7) N 11°31'53" W, a distance of 75.65 feet to a 1/2-inch iron rod with cap stamped "FOREST 1847" found for an angle point;

8) N 23°54'58" E, a distance of 115.99 feet to a cotton gin spindle found for an angle point; and

9) N 48°58'47" E, a distance of 414.72 feet to 1/2-inch iron rod with cap stamped "FOREST 1847" found on the easterly line of Lot 17, Block E, of said Estates at Northgate, Phase 1, Section 1, at the west corner of a 0.141-acre portion of said 201.375-acre tract, for an angle point of the herein described tract;

THENCE, with the southerly lines of said Estates at Northgate, Phase 1, Section 1, and the northerly lines of said 0.141-acre portion of the 201.375-acre tract, the following three (3) courses:

1) N 49°40'35" E, a distance of 172.94 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;

2) N 14°31'31" E, a distance of 37.70 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the common easterly corner of Lots 17 and 18, for a northerly interior corner of the herein described tract; and

3) N 35°08'24" W, a distance of 50.24 feet to a mag nail found at the common north corner of said 0.141-acre tract and a northwesterly corner of said 10.000-acre tract;

THENCE, with the southerly lines of said Estates at Northgate, Phase 1, Section 1, and the northerly lines of said 10.000-acre tract, the following three (3) courses:

1) N 35°08'24" W, a distance of 73.25 feet to a cotton gin spindle found on the easterly line of said Lot 18 for an angle point;

2) N 03°35'04" E, a distance of 125.26 feet to a cotton gin spindle found at the common easterly corner of Lots 18 and 19 for an angle point; and

3) N 43°37'30" E, passing at a distance of 78.96 feet a 1/2-inch iron rod with cap stamped "BGE INC" set at the east corner of Lot 19, Block E of said Estates at Northgate, Phase 1, Section 1, for an exterior corner of said Estates at Northgate, Phase 1, Section 1, and continuing for a total distance of 130.54 feet to a 1/2-inch iron rod with cap stamped "FOREST 1847" found on the west line of a called 95.34-acre tract of land described as "Tract A" and conveyed to Watson Ranch, Ltd. by General Warranty Deed recorded in Document No. 2009017881 and Correction Deed recorded in Document Number 2016107237, both of the Official Public Records of Williamson County, Texas, at the northeast corner of said 10.000-acre tract, for the northerly east corner of the herein described tract;

THENCE, with the west line of said Watson Ranch, Ltd. 95.34-acre tract (Tract A) and an east line of said 10.000-acre tract, S 32°08'35" E, a distance of 257.42 feet to a 1/2-inch iron rod found at the southwest corner of said Watson Ranch, Ltd. 95.34-acre tract (Tract A) and the northwest corner of a called 47.04-acre tract of land described as "Tract B" and conveyed to Watson Ranch, Ltd. by General Warranty Deed recorded in Document No. 2009017881 and Correction Deed recorded in Document Number 2106107237, both of the Official Public Records of Williamson County, Texas, for an angle point;

THENCE, continuing with an east line of said 10.000-acre tract with the west line of said Watson Ranch, Ltd. 47.04-acre tract (Tract B), S 32°12'34" E, passing at a distance of 84.09 feet a 1/2-inch iron rod with cap stamped "BGE INC" set at the most easterly corner of said 10.000-acre tract, and continuing with the west line of said Watson Ranch, Ltd. 47.04-acre tract (Tract B) a total distance of 330.09 feet to a 3-inch pipe fencepost found for an angle point;

THENCE, continuing with the west line of said Watson Ranch, Ltd. 47.04-acre tract (Tract B), S 26°56'46" E, a distance of 106.95 feet to a 1/2-inch iron rod found for an angle point;

THENCE, continuing with the west line of said Watson Ranch, Ltd. 47.04-acre tract (Tract B), S 20°57'31" E, passing at a distance of 116.88 feet a 3-inch pipe fencepost found, and continuing for a total distance of 364.76 feet to a 1/2-inch iron rod found at the southwest corner of said Watson Ranch, Ltd. 47.04-acre tract (Tract B), and the northwest corner of a called 36.69-acre tract of land described as "Tract Three" and conveyed to Raymond J. Estock and Candice K. Estock, Trustees of the Estock Living Trust by General Warranty Deed recorded in Document Number 2019070541 of the Official Public Records of Williamson County, Texas, for the most easterly corner of the herein described tract;

THENCE, with the southeasterly line of said River Oaks Land Partners 25.530-acre tract, generally as fenced, S 48°30'23" W a distance of 181.21 feet to a 1/2-inch iron rod found with cap stamped "Forest 1847" on the curving east right-of-way line of the Rolling Hills Road cul-de-sac for corner;

THENCE, with the northerly right-of-way of said Rolling Hills Road cul-de-sac, along a curve to the left, an arc distance of 151.57 feet, having a radius of 50.00 feet, a central angle of 173°41'09" and a chord which bears S 26°38'06" W a distance of 99.85 feet to a cotton gin spindle found for corner;

THENCE, with the west right-of-way line of said Rolling Hills Road, S 00°12'02" E a distance of 45.69 to a 1/2-inch iron rod found at the northeast corner of Lot 6, Block "C", of said Rolling Hills Unit 2, for an easterly exterior corner of the herein described tract;

THENCE, with the north line of said Lot 6, Block "C", Rolling Hills Unit 2 and a south line of said River Oaks Land Partners 25.530-acre tract, N 77°49'33" W a distance of 294.67 feet to a 1/2-inch iron rod found at the northwest corner of said Lot 6, Block "C", Rolling Hills Unit 2, at an interior corner of said River Oaks Land Partners 25.530-acre tract, for an interior corner of the herein described tract;

THENCE, with the northerly line of said Rolling Hills Unit 2 and the south line of said River Oaks Land Partners 25.530-acre tract, the following three (3) courses:

1) S 12°10'42" W a distance of 677.92 feet to a 1/2-inch iron rod found at the common north corner of Lots 1 and 2, Block "C" of said Rolling Hills Unit 2, for an angle point;

2) S 52°58'39" W, pass a 1/2-inch iron rod found at a distance of 157.95 feet, pass a 1/2-inch iron rod found at a distance of 207.60 feet, and continuing on for a total distance of 502.14 feet to a 1/2-inch iron rod found at the common north corner of Lots 5 and 6, Block "B" of said Rolling Hills Unit 2, for an angle point; and

3) S 64°13'07" W, passing at a distance of 199.19 feet a 1/2-inch iron rod found at the common north corner of Lots 4 and 5, Block "B" of said Rolling Hills Unit 2 and continuing for a total distance of 789.66 feet to a 1/2-inch iron rod found at the common north corner of Lots 1 and 2, Block "B" of said Rolling Hills Unit 2, being the southeast corner of said River Oaks Land Partners 201.375-acre tract;

THENCE with the northerly line of said Rolling Hills Unit 2 and the south line of said River Oaks Land Partners 201.375-acre tract, the following three (3) courses:

1) N 79°40'10" W, passing at a distance of 131.12 feet a 1/2-inch iron rod with cap stamped "Forest 1847" found, passing at a distance of 202.13 feet a mag nail found, and continuing for a total distance of 272.35 feet to a 1/2-inch iron rod with cap stamped "JPH Surveying" found at the northeast terminus of Bluestem Road (50' right-of-way), for an angle point of the herein described tract;

2) N 74°45'58" W, passing at a distance of 49.30 feet a 3/8-inch iron rod found at the northwest terminus of said Bluestem Road, passing at a distance of 247.89 feet a 1/2-inch iron rod found at the common north corner of Lots 6 and 7, Block "A" of said Rolling Hills Unit 2, passing at a distance of 400.97 feet a 1/2-inch iron rod found at the common north corner of Lots 5 and 6, Block "A" of said Rolling Hills Unit 2, passing at a distance of 553.91 feet a 1/2-inch iron rod found at the common north corner of Lots 4 and 5, Block "A" of said Rolling Hills Unit 2, passing at a distance of 706.28 feet a 1/2-inch iron rod found at the common north corner of Lots 3 and 4, Block "A" of said Rolling Hills Unit 2, and continuing for a total distance of 863.83 feet to a 1/2-inch iron rod found at the common north corner of Lots 2 and 3, Block "A" of said Rolling Hills Unit 2, for an angle point of the herein described tract; and

3) N 82°44'16" W, a distance of 153.42 feet to the POINT OF BEGINNING and containing 76.017 acres of land, more or less.

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 2

A SUBDIVISION OF 76.017 ACRES OF LAND
LOCATED IN THE
RICHARD WEST SURVEY, A-468, WILLIAM H.
McCULLOUGH SURVEY, A-465, WILLIAM M. MANGHAM
SURVEY, A-468 AND THE E, MATHER SURVEY, A-434,
IN WILLIAMSON COUNTY, TEXAS.

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Survey Projects\Northgate Ranch (River Oaks)\4495-00 River Oaks\04_Finals\Drawings\Ph 1- Sec 2_Plat\7052-00_NG PH1 Sec 2.dwg, 10/20/2020 10:11 AM, aberger, 1:0

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

THAT RIVER OAKS LAND PARTNERS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING HEREIN BY AND THROUGH WRR INTEREST, LLC, A TEXAS LIMITED LIABILITY COMPANY, BY RANDY ROLLO, IT'S MANAGER, OWNER OF 66.017 ACRES OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND CONVEYED TO IT BY SPECIAL WARRANTY DEEDS AS RECORDED IN DOCUMENT NOS. 2016083415 AND 2017107562 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND STEVEN BUFFUM, KATHERINE MAYER, MICHAEL MOYER, MARGARET RIGGINS AND ELTON W. ROUSE, OWNERS OF 10.000 ACRES OF LAND AS CONVEYED TO THEM BY SPECIAL WARRANTY DEEDS AS RECORDED IN DOCUMENT NOS. 2017107490, 2017107493, 2017107496, 2017107499 AND 2017107617, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LAND BEING OUT OF THE RICHARD WEST SURVEY, ABSTRACT 468, WILLIAM H. McCULLOUGH SURVEY, ABSTRACT 465, WILLIAM M. MANGHAM SURVEY, ABSTRACT 468 AND THE E. MATHER SURVEY, ABSTRACT 434, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

ESTATES AT NORTHGATE PHASE 1, SECTION 2.

WITNESS MY HAND, THIS THE 2 DAY OF DECEMBER, 2020 A.D.

RIVER OAKS LAND PARTNERS, LLC, A TEXAS LIMITED LIABILITY COMPANY
13809 RESEARCH BLVD., SUITE 745
AUSTIN, TX 78750

BY: WRR INTERESTS, LLC, A TEXAS LIMITED LIABILITY COMPANY
IT'S MANAGER

Randy Rollo
RANDY ROLLO, MANAGER

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED RANDY ROLLO, MANAGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Natalie A. Abbott
NOTARY PUBLIC, STATE OF TEXAS

NATALIE A. ABBOTT
Notary Public, State of Texas
Comm. Expires 09-17-2022
Notary ID 131724883

Natalie A. Abbott
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 09-17-2022

WITNESS MY HAND, THIS THE 30th DAY OF November, 2020 A.D.

STEVEN BUFFUM

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED STEVEN BUFFUM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Natalie A. Abbott
NOTARY PUBLIC, STATE OF TEXAS

NATALIE A. ABBOTT
Notary Public, State of Texas
Comm. Expires 09-17-2022
Notary ID 131724883

Natalie A. Abbott
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 09-17-2022

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 2

A SUBDIVISION OF 76.017 ACRES OF LAND
LOCATED IN THE
RICHARD WEST SURVEY, A-468, WILLIAM H.
McCULLOUGH SURVEY, A-465, WILLIAM M. MANGHAM
SURVEY, A-468 AND THE E, MATHER SURVEY, A-434,
IN WILLIAMSON COUNTY, TEXAS.

WITNESS MY HAND, THIS THE 30th DAY OF November, 2020 A.D.

KATHERINE MAYER

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED KATHERINE MAYER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Natalie A. Abbott
NOTARY PUBLIC, STATE OF TEXAS

NATALIE A. ABBOTT
Notary Public, State of Texas
Comm. Expires 09-17-2022
Notary ID 131724883

Natalie A. Abbott
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 09-17-2022

WITNESS MY HAND, THIS THE 24th DAY OF November, 2020 A.D.

MICHAEL MOYER

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MICHAEL MOYER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Natalie A. Abbott
NOTARY PUBLIC, STATE OF TEXAS

NATALIE A. ABBOTT
Notary Public, State of Texas
Comm. Expires 09-17-2022
Notary ID 131724883

Natalie A. Abbott
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 09-17-2022

WITNESS MY HAND, THIS THE 1st DAY OF December, 2020, A.D.

MARGARET RIGGINS

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MARGARET RIGGINS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Natalie A. Abbott
NOTARY PUBLIC, STATE OF TEXAS

NATALIE A. ABBOTT
Notary Public, State of Texas
Comm. Expires 09-17-2022
Notary ID 131724883

Natalie A. Abbott
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 09-17-2022

WITNESS MY HAND, THIS THE 27th DAY OF November, 2020 A.D.

ELTON W. ROUSE

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ELTON W. ROUSE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Natalie A. Abbott
NOTARY PUBLIC, STATE OF TEXAS

NATALIE A. ABBOTT
Notary Public, State of Texas
Comm. Expires 09-17-2022
Notary ID 131724883

Natalie A. Abbott
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 09-17-2022

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP NO.'S 48491C0235F AND 48491C0245F, DATED DECEMBER 20, 2019.

A PORTION OF THIS SUBDIVISION LIES WITHIN THE STUDIED 100-YEAR FLOODPLAIN AS SHOWN ON THIS PLAT.

I, RICHARD L. RYCHLIK, JR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

RICHARD L. RYCHLIK, JR, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 123927
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

12/1/2020
DATE

STATE OF TEXAS
RICHARD L RYCHLIK JR
123927
LICENSED
PROFESSIONAL ENGINEER

I, JONATHAN O. NOBLES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY UNDER MY SUPERVISION.

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

12/01/2020
DATE

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

BGE

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Survey Projects\Northgate Ranch (River Oaks)\4495-00 River Oaks\04_Finals\Drawings\Ph 1- Sec 2_Plat\7052-00_NG PH1 Sec 2.dwg, 10/20/2020 9:42 AM, aborger, 1:0

NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY GEORGETOWN UTILITY SYSTEMS.
3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
4. ELECTRIC SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
5. WHERE RURAL ROUTE MAILBOXES ARE IN USE, SUCH BOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
6. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF THE INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET WHICHEVER IS LESS.
7. A 25 FOOT BUILDING SETBACK ALONG ALL RIGHT-OF-WAYS IS HEREBY DEDICATED.
8. A 15 FOOT PUBLIC UTILITY EASEMENT ALONG ALL RIGHT-OF-WAYS IS HEREBY DEDICATED.
9. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
10. IT IS THE RESPONSIBILITY OF THE OWNERS, 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.
11. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
12. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE WHICHEVER IS HIGHER.
13. 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.
14. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
15. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
16. LOT 24, BLOCK F SHALL NOT TAKE DRIVEWAY ACCESS TO THE TRAFFIC CIRCLE.
17. THE MAXIMUM IMPERVIOUS COVER PER LOT IS 20%.
18. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO.'S 48491C0235F AND 48491C0245F, DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
19. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
20. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOTS 5-7, 17, 19-21, 23-27, 29-32 AND LOT 38, BLOCK F, PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.

THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY FRANCISCO A. ARCE, PROJECT NO. 4679-00 DATED MARCH, 2017 AND AMENDED BY RICHARD L RYCHLIK DATED MARCH 2020.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 2 DAY OF December, 2020 A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

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

FOR Adam D. Boatright Adam D. Boatright December 10, 2020
J. TERRON EVERTSON, PE, DR, CFM — DATE
COUNTY ENGINEER

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

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

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, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

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

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF_____ A.D., 20___, AT _____ O'CLOCK ____M. AND DULY RECORDED ON THE ____DAY OF _____, A.D., 20___, AT _____O'CLOCK ____M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO._____.

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

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 2

A SUBDIVISION OF 76.017 ACRES OF LAND LOCATED IN THE RICHARD WEST SURVEY, A-468, WILLIAM H. McCULLOUGH SURVEY, A-465, WILLIAM M. MANGHAM SURVEY, A-468 AND THE E, MATHER SURVEY, A-434, IN WILLIAMSON COUNTY, TEXAS.

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Survey Projects\Northgate Ranch (River Oaks)\4495-00 River Oaks\04_Finals\Drawings\Ph 1- Sec 2_Plat\7052-00_NG PH1 Sec 2.dwg, 10/20/2020 9:42 AM, aborger, 1:0

Commissioners Court - Regular Session **43.**

Meeting Date: 12/15/2020

Final plat for the Santa Rita Ranch Ph 3 Sec 1 subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 3 Section 1 subdivision – Precinct 3.

Background

This is the first section of the Santa Rita Ranch Phase 3 development. It consists of 50 single family lots, 1 open space/drainage easement/water quality/landscape/utility lot and 2,361 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $2,307,459.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2020-05-21 – Initial submittal of final plat
2020-06-20 – 1st review complete with comments
2020-11-25 – 2nd submittal of final plat
2020-12-07 – 2nd review complete with all comments cleared except for completing construction
2020-12-07 – receipt of final plat with all signatures
2020-12-09 – receipt of a performance bond for the amount of the remaining construction
2020-12-10 – final plat placed on the December 15, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

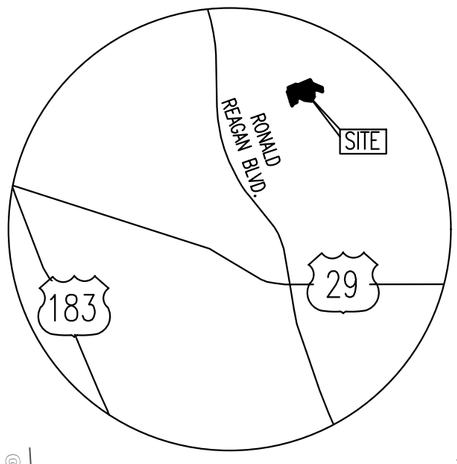
final plat - Santa Rita Ranch Ph 3 Sec 1

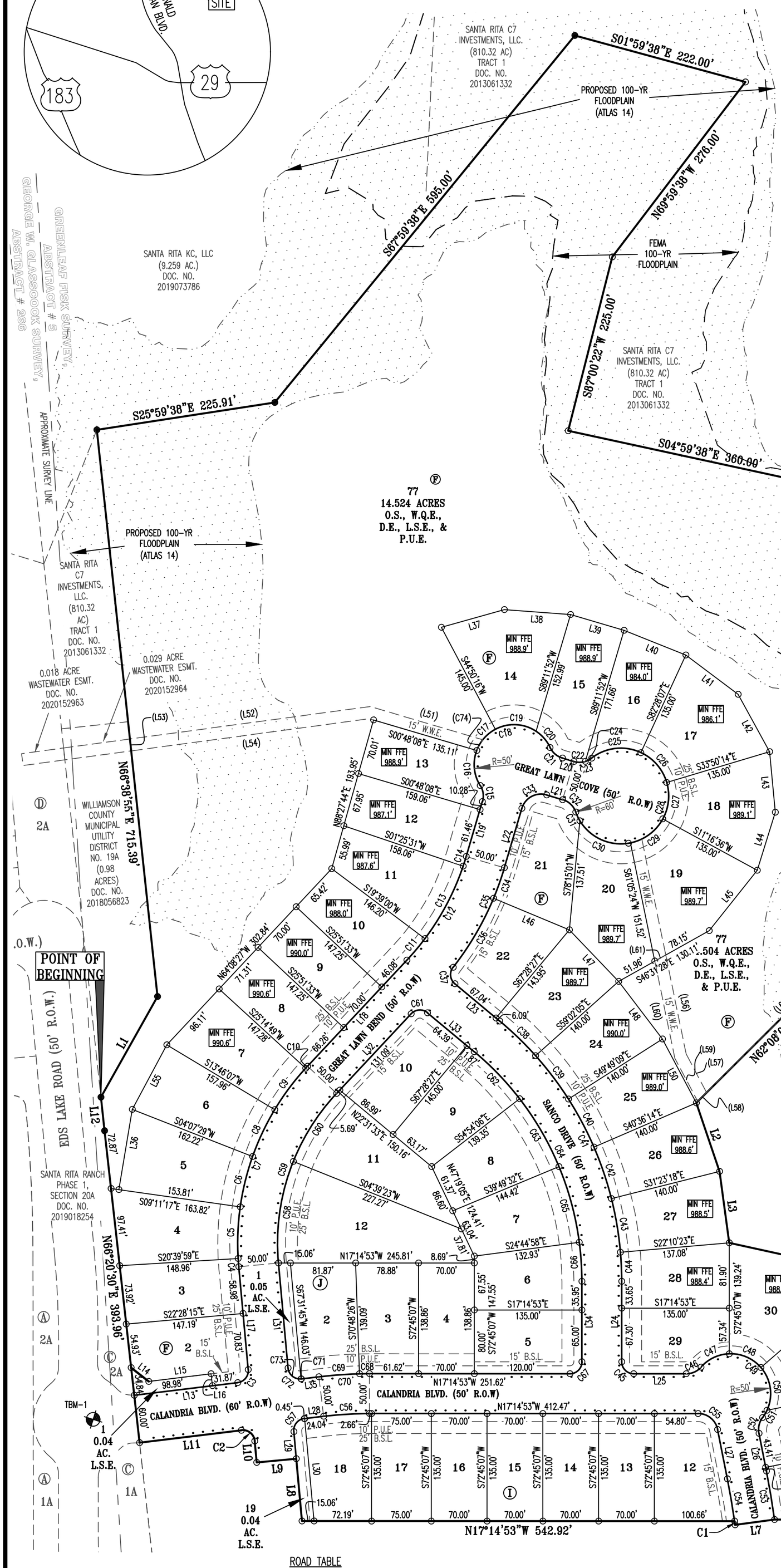
Form Review

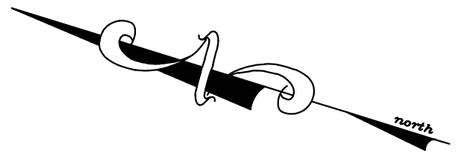
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 11:17 AM
Form Started By: Adam Boatright		Started On: 12/10/2020 10:48 AM
Final Approval Date: 12/10/2020		

SANTA RITA RANCH PHASE 3 SECTION 1

FINAL PLAT







SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- S.L.E. SIGHT LINE EASEMENT
- APPROXIMATE LOCATION OF PROPOSED SIDEWALK
- PROPOSED 100 YEAR FLOODPLAIN (ATLAS 14)
- 100 YEAR FEMA FLOODPLAIN
- MIN FFE XXX.X MINIMUM FINISHED FLOOR ELEVATION

DATE: DECEMBER 3, 2020

OWNER:
SANTA RITA KC, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 31.420 ACRES
SURVEY: GREENLEAF FISK SURVEY, ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: DECEMBER 20, 2019

TOTAL OF LOTS:	54
NO. OF SINGLE FAMILY LOTS:	50
NO. OF L.S.E. LOTS:	3
NO. OF OPEN SPACE, W.Q.E., D.E., L.S.E. & P.U.E. LOTS:	1

BENCHMARK:

TBM-1: SQUARE CUT IN SIDEWALK WITH PUNCH HOLE.
N: 10215209.44, E: 3084220.44
ELEV = 1002.68' (NAVD88)

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
CALANDRIA BLVD	170'	60' R.O.W.	40' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
CALANDRIA BLVD.	742'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
GREAT LAWN BEND	973'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
GREAT LAWN COVE	140'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
SANCO DRIVE	606'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	2,631'					

SANTA RITA KC, LLC.
(155.03 ACRES)
DOC NO 2020084484

SHEET NO. 1 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5167\Survey\PLAT - SANTA RITA RANCH PHASE 3 SECTION 1

SANTA RITA RANCH PHASE 3 SECTION 1

FINAL PLAT

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS EXCEPT LOT 63, BLOCK F, WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE PROPOSED 100-YR FLOODPLAIN BOUNDARY PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CALRSON, BRIGANCE & DOERING, INC., DATED JULY 17, 2020. THE FEMA 100-YR FLOODPLAIN SHOWN ON THE PLAT WAS TAKEN FROM THE FEMA FIRM No. 48491C 0278E, EFFECTIVE DECEMBER 20, 2019, AND THE FEMA L.O.M.R. No 16-06-0501P, EFFECTIVE MARCH 2, 2017. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THE PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO EITHER THE BASE FLOOD ELEVATION OF THE PROPOSED 100-YR FLOODPLAIN BOUNDARY PER ATLAS 14, OR BY ADDING ONE (1) FOOT TO THE 100-YR WATER SURFACE ELEVATION OF THE WATER QUALITY/DETENTION POND DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED JULY 17, 2020.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
5. NO STRUCTURE OR LAND SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR LOTS 7-28, & LOT 30, BLOCK F.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19B/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19B/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	4.84	975.00	N64°48'13"E	4.84	2.42	0°17'05"
C2	24.01	15.00	N21°40'09"E	21.53	15.46	91°43'10"
C3	23.11	15.00	S68°19'51"E	20.89	14.56	88°16'50"
C4	10.24	325.00	S68°25'53"W	10.24	5.12	1°48'16"
C5	65.11	325.00	S75°04'22"W	65.00	32.66	11°28'42"
C6	65.11	325.00	S86°33'04"W	65.00	32.66	11°28'42"
C7	274.14	325.00	N88°18'21"W	266.09	145.82	48°19'49"
C8	65.11	325.00	N81°58'14"W	65.00	32.66	11°28'42"
C9	65.11	325.00	N70°29'32"W	65.00	32.66	11°28'42"
C10	3.47	325.00	N64°26'49"W	3.47	1.74	0°36'45"
C11	35.22	325.00	S67°14'44"E	35.20	17.63	6°12'34"
C12	151.23	325.00	S77°28'17"E	149.87	77.01	26°39'41"
C13	103.38	325.00	S79°27'45"E	102.94	52.13	18°13'29"
C14	12.63	325.00	S89°41'19"E	12.63	6.32	2°13'38"
C15	21.03	25.00	N65°06'11"E	20.41	11.18	48°11'23"
C16	45.87	50.00	S67°17'25"W	44.28	24.69	52°33'51"
C17	36.01	50.00	N65°47'42"W	35.24	18.83	41°15'56"
C18	162.65	50.00	N45°48'08"W	99.85	897.21	186°22'46"
C19	53.60	50.00	N14°27'14"W	51.07	29.70	61°24'59"
C20	27.17	50.00	N31°49'15"E	26.84	13.93	31°08'00"
C21	21.03	25.00	S23°17'34"W	20.41	11.18	48°11'23"
C22	14.58	25.00	S17°30'17"E	14.37	7.50	33°24'18"
C23	23.55	25.00	S27°47'10"E	22.69	12.73	53°58'05"
C24	8.97	25.00	S44°29'20"E	8.92	4.53	20°33'47"
C25	65.24	60.00	N23°37'10"W	62.08	36.27	62°18'06"
C26	50.93	60.00	N31°50'50"E	49.41	27.11	48°37'53"
C27	47.24	60.00	N78°43'11"E	46.03	24.92	45°06'49"
C28	301.53	60.00	N89°11'52"E	70.59	43.64	287°56'10"
C29	52.16	60.00	S53°49'00"E	50.54	27.86	49°48'49"
C30	73.88	60.00	S06°21'46"W	69.30	42.44	70°32'44"
C31	12.07	60.00	S47°24'03"W	12.05	6.06	11°31'49"
C32	23.55	25.00	N26°10'55"E	22.69	12.73	53°58'05"
C33	39.27	25.00	N45°48'08"W	35.36	25.00	90°00'00"
C34	40.59	375.00	S87°42'06"E	40.57	20.31	6°12'05"
C35	141.30	375.00	S80°00'28"E	140.47	71.50	21°35'20"
C36	100.71	375.00	S76°54'25"E	100.41	50.66	15°23'16"
C37	23.11	15.00	S66°39'23"W	20.89	14.55	88°15'39"

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C38	62.60	425.00	N26°44'44"E	62.54	31.36	8°26'22"
C39	68.36	425.00	N35°34'23"E	68.28	34.25	9°12'56"
C40	68.36	425.00	N44°47'18"E	68.28	34.25	9°12'56"
C41	372.56	425.00	N47°38'20"E	360.74	199.20	50°13'34"
C42	68.36	425.00	N54°00'14"E	68.28	34.25	9°12'56"
C43	68.36	425.00	N63°13'10"E	68.28	34.25	9°12'56"
C44	36.53	425.00	N70°17'22"E	36.52	18.28	4°55'29"
C45	23.56	15.00	S27°45'07"W	21.21	15.00	90°00'00"
C46	21.03	25.00	S41°20'35"E	20.41	11.18	48°11'23"
C47	40.17	50.00	N42°25'21"W	39.10	21.24	46°01'51"
C48	44.76	50.00	N06°14'23"E	43.28	24.01	51°17'37"
C49	152.83	50.00	N22°07'37"E	99.91	1175.64	175°07'46"
C50	57.17	50.00	N64°38'30"E	54.10	32.17	65°30'35"
C51	10.73	50.00	S76°27'21"E	10.71	5.39	12°17'42"
C52	21.03	25.00	S85°35'48"W	20.41	11.18	48°11'23"
C53	61.61	1025.00	N63°13'26"E	61.60	30.82	3°26'39"
C54	53.77	975.00	N63°04'54"E	53.76	26.89	3°09'34"
C55	34.36	25.00	N22°07'37"E	31.72	20.52	78°45'00"
C56	57.55	475.00	N20°43'10"W	57.52	28.81	6°56'33"
C57	23.11	15.00	N68°19'51"W	20.89	14.56	88°16'50"
C58	130.20	275.00	S81°05'34"W	128.99	66.34	27°07'38"
C59	231.97	275.00	N88°18'21"W	225.15	123.39	48°19'49"
C60	101.77	275.00	N74°44'32"W	101.19	51.47	21°12'11"
C61	22.69	15.00	N20°48'27"W	20.59	14.15	86°40'00"
C62	82.29	375.00	N28°48'44"E	82.12	41.31	12°34'21"
C63	98.67	375.00	N42°38'11"E	98.39	49.62	15°04'34"
C64	328.73	375.00	N47°38'20"E	318.30	175.77	50°13'34"
C65	98.67	375.00	N57°42'45"E	98.39	49.62	15°04'34"
C66	49.10	375.00	N69°00'04"E	49.06	24.58	7°30'05"
C67	23.56	15.00	S62°14'53"E	21.21	15.00	90°00'00"
C68	12.54	525.00	N17°55'56"W	12.54	6.27	1°22'06"
C69	51.08	525.00	N21°24'13"W	51.05	25.56	5°34'27"
C70	63.61	525.00	N20°43'10"W	63.57	31.85	6°56'33"
C71	0.45	15.00	S23°19'51"E	0.45	0.23	1°43'10"
C72	24.01	15.00	S21°40'09"W	21.53	15.46	91°43'10"
C73	23.56	15.00	S22°31'45"W	21.21	15.00	90°00'00"

Line Table

Line #	Length	Direction
L1	144.85	S77°54'37"E
L2	90.78	S54°00'14"W
L3	90.59	S65°03'49"W
L4	166.13	S04°52'57"E
L5	219.33	S65°51'23"W
L6	205.87	N17°14'52"W
L7	50.00	N25°03'14"W
L8	78.49	N67°31'45"E
L9	50.00	N22°28'15"W
L10	26.87	N67°31'45"E
L11	128.70	N24°11'26"W
L12	42.48	N66°38'56"E
L13	130.84	S24°11'26"E
L14	28.02	S20°48'35"W
L15	78.84	S24°11'26"E
L16	15.02	S65°48'34"W
L17	129.80	S67°31'45"W

Line Table

Line #	Length	Direction
L18	182.34	N64°08'27"W
L19	71.74	S89°11'52"W
L20	15.00	N00°48'08"W
L21	20.90	N00°48'08"W
L22	77.64	S89°11'52"W
L23	73.14	N22°31'33"E
L24	100.95	N72°45'07"E
L25	65.98	N17°14'53"W
L26	48.23	N61°30'07"E
L27	63.10	N61°30'07"E
L28	24.49	S24°11'26"E
L29	34.28	S67°31'45"W
L30	129.15	S67°31'45"W
L31	132.40	N67°31'45"E
L32	136.78	N64°08'27"W
L33	76.27	N22°31'33"E
L34	100.95	N72°45'07"E

Line Table

Line #	Length	Direction
L35	22.09	S24°11'26"E
L36	102.06	S82°11'00"W
L37	82.21	N32°59'36"W
L38	83.31	N12°58'59"W
L39	70.00	N00°48'08"W
L40	83.61	N04°35'07"E
L41	82.14	N19°41'21"E
L42	82.14	N44°00'18"E
L43	76.28	N67°26'29"E
L44	76.28	S89°59'53"W
L45	96.94	N68°42'08"W
L46	103.06	N05°23'57"E
L47	89.58	N28°58'40"E
L48	90.78	N35°34'23"E
L50	90.78	N44°47'18"E
L55	91.96	S79°03'21"E

Easement Line Table

Line #	Length	Direction
(L51)	147.46	N00°48'08"W
(L52)	304.34	N24°56'47"W
(L53)	15.01	S66°38'55"W
(L54)	301.55	S24°56'47"E

Easement Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C74)	15.47	50.00	S77°33'48"E	15.41	7.80	17°43'43"

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 3 SECTION 1
FINAL PLAT

FIELD NOTES

BEING ALL OF THAT CERTAIN 31.420 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF A PORTION OF A CALLED 155.03 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2020084484, AND BEING ALL OF A CALLED 0.195 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2020150047, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.TX.), SAID 31.420 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT THE NORTHERNMOST CORNER OF SAID 0.195 ACRE TRACT OF LAND, BEING A SOUTHERN CORNER OF LOT 2A, BLOCK C OF SANTA RITA RANCH, PHASE 1, SECTION 20A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2019018254 (O.P.R.W.C.TX.), SAME BEING IN THE NORTH LINE OF A CALLED 0.98 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 19A IN DOCUMENT NUMBER 2018056823, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR A NORTHERLY WEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, S77°54'37"E, OVER AND ACROSS SAID 0.98 ACRE TRACT AND WITH A NORTHERN LINE OF SAID 0.195 ACRE TRACT, A DISTANCE OF 144.85 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE EASTERNMOST CORNER OF SAID 0.195 ACRE TRACT OF LAND, BEING IN THE SOUTH LINE OF SAID 0.98 ACRE TRACT OF LAND,

THENCE, N66°38'55"E, WITH THE SOUTH LINE OF SAID 0.98 ACRE TRACT, WITH A NORTHERN LINE OF SAID 155.03 ACRE TRACT, AND OVER AND ACROSS A CALLED 810.32 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO SANTA RITA C7 INVESTMENTS IN DOCUMENT NUMBER 2013061332, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A DISTANCE OF 715.39 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT A WESTERN CORNER OF A CALLED 9.259 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2019073786, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 810.32 ACRE TRACT, WITH THE COMMON LINE OF SAID 9.259 ACRE TRACT OF LAND AND SAID 155.03 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) S25°59'38"E, A DISTANCE OF 225.91 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AND
2) S67°59'38"E, PASSING THE SOUTHEAST CORNER OF SAID 9.259 ACRE TRACT OF LAND, AND CONTINUING FOR A TOTAL DISTANCE OF 595.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,

THENCE, CONTINUING OVER AND ACROSS SAID 810.32 ACRE TRACT AND WITH AN EASTERN LINE OF SAID 155.03 ACRE TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

1) S01°59'38"E, A DISTANCE OF 222.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
2) N69°59'38"W, A DISTANCE OF 276.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
3) S87°00'22"W, A DISTANCE OF 225.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
4) S04°59'38"E, A DISTANCE OF 360.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
5) S30°00'22"W, A DISTANCE OF 265.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
6) N83°59'38"W, A DISTANCE OF 387.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",

THENCE, OVER AND ACROSS SAID 155.03 ACRE, THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES, NUMBERED 1 THROUGH 15,

1) N62°08'03"W, A DISTANCE OF 307.63 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
2) S54°00'14"W, A DISTANCE OF 90.78 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
3) S65°03'49"W, A DISTANCE OF 90.59 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
4) S04°52'57"E, A DISTANCE OF 166.13 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
5) S65°51'23"W, A DISTANCE OF 219.33 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
6) S34°26'36"W, A DISTANCE OF 119.65 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
7) N17°14'52"W, A DISTANCE OF 205.87 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
8) N25°03'14"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
9) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 975.00 FEET, AN ARC LENGTH OF 4.84 FEET, AND WHOSE CHORD BEARS N64°48'13"E, A DISTANCE OF 4.84 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
10) N17°14'53"W, A DISTANCE OF 542.92 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
11) N67°31'45"E, A DISTANCE OF 78.49 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
12) N22°28'15"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
13) N67°31'45"E, A DISTANCE OF 26.87 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
14) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.01 FEET, AND WHOSE CHORD BEARS N21°40'09"E, A DISTANCE OF 21.53 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE", AND
15) N24°11'26"W, A DISTANCE OF 128.70 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" IN THE SOUTHEAST LINE OF LOT 1A, BLOCK C, OF SAID SANTA RITA RANCH, PHASE 1, SECTION 20A, BEING IN THE NORTH LINE OF SAID 155.03 ACRE TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 155.03 ACRE TRACT, AND SAID SANTA RITA RANCH, PHASE 1, SECTION 20A, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) N66°20'30"E, A DISTANCE OF 393.96 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AND
2) N66°38'56"E, A DISTANCE OF 42.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 31.420 ACRES OF LAND.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 3 SECTION 1
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT OF, SANTA RITA KC, LLC, OWNER OF THAT CALLED 155.03 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2020084484, AND THAT CALLED 0.195 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT 2020150047, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID 31.420 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY CERTIFY THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS, 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:

"SANTA RITA RANCH PHASE 3 SECTION 1"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 1st DAY OF DECEMBER, 2020.

SANTA RITA KC, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 1st DAY OF DECEMBER, 2020 A.D.

Susan O. Martin
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042693-4

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: Nick Fuhrman
TITLE: Senior Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Nick Fuhrman, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 2 DAY OF December, A.D., 2020.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Grace Marie Jared

MY COMMISSION EXPIRES 03/23/24

GRACE MARIE JARED
Notary Public, State of Texas
Commission Expires 03-23-2024
Notary ID 132413510

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 12/1/2020
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 01Dec2020
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND/PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 12.2.2020
~~DAVID J. STALLWORTH~~, AICP DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 2 DAY OF December, 2020 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WIILIAMSON COUNTY, TEXAS
Cindy Bridges
PRINTED NAME

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 COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

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

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 4 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

Commissioners Court - Regular Session **44.**

Meeting Date: 12/15/2020

Supplemental Historical Plaque

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 submitting a wording change to the Texas Historical Commission for the supplemental plaque located on the south side of the Historical Williamson County Courthouse.

Background

Williamson County Historical Commission recommends the following language revision: “African-Americans comprised ten percent of the population in 1850, more than nineteen percent by 1860 and were Williamson County’s largest ethnic group”.

The Commission felt this language modification better reflects the African-American contribution to Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Plaque Executive Summary

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:47 AM
Form Started By: Rachel Rull		Started On: 12/03/2020 09:27 AM
Final Approval Date: 12/10/2020		

Executive Summary

Prepared by the Courthouse Supplemental Plaque Review Committee

<u>For consideration by the Williamson County Commission</u>

A committee of Williamson County Historical Commission members were charged with reviewing the supplemental plaque on the County Courthouse referencing African-American settlement of Williamson County for revisions due to potential inaccuracies.

Current supplemental plaque reads: "African Americans, the largest ethnic group among pioneer settlers, comprised 10 percent of the County's population in 1850 and more than nineteen percent in 1860."

Courthouse Supplemental Plaque Timeline Summary:

11/1970 – Historical Marker is installed on the Williamson County Courthouse.

10/1998 – Supplemental plaque referencing African Americans requested by WCHC and approved by THC.

8/25/16 – Email to THC requesting information on the procedure to change the language on the plaque.

5/9/19 – WCHC began work on language revisions to the plaque.

6/2020 – WCHC approves language revisions to submit to Williamson County Commission.

Williamson County Historical Commission recommends the following language revision:

"African-Americans comprised ten percent of the population in 1850, more than nineteen percent by 1860 and were Williamson County's largest ethnic group".

The Commission felt this language modification better reflects the African-American contribution to Williamson County.

Texas Historical Commission advised the cost of the replacement plaque would be approximately $500.00. The Williamson County Historical Commission has allocated the funds for a replacement plaque.

Commissioners Court - Regular Session **45.**

Meeting Date: 12/15/2020

Rivery TIRZ appointment

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 reappointing Commissioner Valerie Covey to the Rivery TIRZ board.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:28 AM
Form Started By: Rachel Rull		Started On: 12/10/2020 09:37 AM
Final Approval Date: 12/10/2020		

Commissioners Court - Regular Session **46.**

Meeting Date: 12/15/2020

Cancellation of the January 5th Commissioners Court Session

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 cancelling the Tuesday, January 5, 2021 session of the Williamson County Commissioners Court.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	12/10/2020 12:44 PM
Form Started By: Andrea Schiele		Started On: 12/10/2020 12:03 PM
Final Approval Date: 12/10/2020		

Commissioners Court - Regular Session **47.**

Meeting Date: 12/15/2020

Special Session

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 holding a Special Session of the Williamson County Commissioners Court on January 1, 2021 to consider and take appropriate action on business of the county, to include and not be limited to, approving the applications for authority to appoint employees from newly elected Officials of Williamson County, approving the official bonds and oaths of newly elected Officials of Williamson County; and authorizing the payment of bills.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	12/10/2020 12:44 PM
Form Started By: Andrea Schiele		Started On: 12/10/2020 12:42 PM
Final Approval Date: 12/10/2020		

Commissioners Court - Regular Session **48.**

Meeting Date: 12/15/2020

Issuance of a burn ban.

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Special Operations

Department: Fire Marshal Special Operations

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a county wide burn ban for a period not to exceed 90 days and to authorize the County Judge the authority to lift the order banning outdoor burning if conditions improve.

Background

The current conditions in Williamson County are: Average KBDI value of 620 (Scale of 1-800) with portions of the county experiencing KBDI values exceeding 700. After review of the burn ban matrix analytics, and current conditions, the current order allowing outdoor burning should expire due to the determination from the Williamson County Fire Marshal that the circumstances present in the unincorporated areas of Williamson County create a public safety hazard that would be exacerbated by outdoor burning.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:20 AM
Form Started By: Hank Jones		Started On: 12/08/2020 07:21 PM
Final Approval Date: 12/10/2020		

Commissioners Court - Regular Session **49.**

Meeting Date: 12/15/2020

Approving the purchase of (3) 2021 Chevy Tahoe for EMS

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase from Holliday Chevrolet utilizing contracted upfitter Defender Supply for three (3) 2021 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle for Williamson County EMS in the total amount of $146,230.00 per the terms of Texas SmartBuy Contract #070-A1 and authorizing the execution of the purchase.

Background

This Purchase is for Emergency Management Service. Purchase Order will be issued to Holliday Chevrolet. See quote for details. Point of contact is Mike Knipstein. Funding source is 01.0100.0540.005700.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/10/2020 10:50 AM
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:54 AM
Form Started By: Andrew Portillo		Started On: 12/02/2020 10:51 AM
Final Approval Date: 12/10/2020		

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	4/6/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX EMS Commander Dan Ketchum 3189 SE Inner Loop Georgetown, Texas 78626 512-699-7773

Customer Contact	Dan Ketchum
Customer Phone	512-699-7773
Customer E-mail	DKetchum@wilco....
Estimate #	27732

2021 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - White

Description	Location	Qty.	Cost	Total
2021 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle with EcoTec3 5.3-liter, 10-Speed Auto Trans with Heavy Duty Cooler, Heavy Duty Clutch Type Locking Differential, Dual Batteries with 760-amp Auxiliary Battery, High-output Alternator, 20-inch Steel Wheels, Brembo Front Calipers with 16-inch rotors, Keyless Entry & Push-to-Start Ignition, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight) Purchased Through Holiday Chevrolet on TX SmartBuy Contract # 070-A1 Series XS135PUR		1	33,360.00	33,360.00
Lightbar Patrol Units Color of Vehicle - White 5T5 - Rear Seat - N/C				
AMF - 1 Additional Key FOB Option		1	75.00	75.00
V76 - Recovery Hooks Option		1	50.00	50.00
Vin #'s				
Vehicle is Purchased Through Holiday Chevrolet - Make Payment to Holiday Chevrolet - Purchased Through Holiday Chevrolet on Texas Contract # 070-A1 Series XS135PUR				
Customer PO #				
Price per Unit is $49,536.00				

Vehicle and Emergency Equipment Total

Quantity Ordered	1

Total Vehicle Order Cost **$49,536.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	4/6/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX EMS Commander Dan Ketchum 3189 SE Inner Loop Georgetown, Texas 78626 512-699-7773

Customer Contact	Dan Ketchum
Customer Phone	512-699-7773
Customer E-mail	DKetchum@wilco....
Estimate #	27732

2021 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - White

Description	Location	Qty.	Cost	Total
Contact: Dan Ketchum Commander WCEMS 512-699-7773 Vehicle Titles: Williamson County Attn: Williamson County Auditor's Office 710 Main Street, Suite 301 Georgetown, TX 78626 Payment: Williamson County EMS PO Box 873 Georgetown, TX 78627 Paperwork: Kevin Teller – Fleet Director c/o Williamson County EMS 3151 SE Inner Loop-Suite B Georgetown, TX 78626				
Williamson Co TX SO - WO # - Work Order				
No Paint or Graphics on these Units.				
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
2 Year Texas State Inspection Certificate		1	7.00	7.00
Federal Signal Valor 51" lightbar only - 51" Valor, All 2-color except positions 15, 16, 25 & 26 (no interface module).		1	1,980.00	1,980.00
Federal Signal Pathfinder siren controller w/ remote head		1	770.00	770.00
Federal Signal Pathfinder Siren Controller		1	0.00	0.00
FS-OBDcable25-1		1	88.00	88.00
Federal Signal DynaMax 100W Speaker		1	0.00	0.00
Federal Signal ES100 Speaker Bracket, Universal Bail		1	0.00	0.00
Federal Signal Pair of Rumbler Woofers		1	0.00	0.00
Federal Signal Valor Light Bar Hook Kit for a 2015+ Chevrolet Tahoe 9C1		1	34.98	34.98

Vehicle and Emergency Equipment Total

Quantity Ordered 1

Total Vehicle Order Cost $49,536.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	4/6/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX EMS Commander Dan Ketchum 3189 SE Inner Loop Georgetown, Texas 78626 512-699-7773

Customer Contact	Dan Ketchum
Customer Phone	512-699-7773
Customer E-mail	DKetchum@wilco....
Estimate #	27732

2021 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - White

Description	Location	Qty.	Cost	Total
Federal Signal LED Opticom ® Emitter, Infrared System - Low-Profile LED Emitter - External Use		1	1,189.00	1,189.00
Federal Signal Low Frequency Rumbler Siren System		1	432.00	432.00
Federal Signal Rumbler Mounting Brackets for a 2015+ Chevrolet Tahoe 9C1		1	26.95	26.95
Federal Signal Micropulse Ultra 24 LED lighthead Dual Color Surface Mount Light in Red/Blue - Mounted on Each Side of the Rear License Plate - Vertical - Up & Down		2	106.185	212.37
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) .& White Lights to Function as Alley Lights too.		4	90.0125	360.05
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights too.		4	90.0125	360.05
Federal Signal Micropulse 620 - 12LED Lighthead Dual Color Red/Blue - Mounted on Bottom of Liftgate		2	89.475	178.95
Federal Signal Headlight/Taillight Flasher for 2015+ Chevrolet Tahoe 9C1		1	89.95	89.95
Federal Signal - Dual Color and with 6 LEDs Corner Lights with In-Line Flasher in Red/Blue - Mounted on Front Corners of Front Bumper - See Pictures		2	58.75	117.50
Havis Contour Console for 2015+ Chevrolet Tahoe 9C1		1	362.80	362.80
Magnetic Mic Clip		2	13.00	26.00
Havis Console Cup Holder		1	40.00	40.00
Havis Console Side Mount Arm Rest		1	50.69	50.69
Havis 8.5" Heavy Duty Telescoping Pole, Side Mount, Short Handle - Note: Mounted Externally Per Customer		1	108.57	108.57
Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter		1	202.29	202.29
Havis Docking Station with Dual Pass-through Antenna and Power Supply for Panasonic's Toughbook 54 and 55 Rugged Laptop		1	1,008.00	1,008.00
Tech Note: Make sure the power to the dock is constant-on power please				

Vehicle and Emergency Equipment Total

Quantity Ordered	1

Total Vehicle Order Cost **$49,536.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	4/6/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX EMS Commander Dan Ketchum 3189 SE Inner Loop Georgetown, Texas 78626 512-699-7773

Customer Contact	Dan Ketchum
Customer Phone	512-699-7773
Customer E-mail	DKetchum@wilco....
Estimate #	27732

2021 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - White

Description	Location	Qty.	Cost	Total
3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console - Wired Hot All the Time		3	6.00	18.00
Compartment Light, Split Red/White - Mounted over Console with On/Off switch		1	48.71	48.71
Make & Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire for One Piece Radios Does the Customer Supplied Police Radio need to be "Hot", Powered all the time or on Ignition - On Ignition Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece What is the Frequency of Customer Supplied Police Radio - 800Mhz & VHF WilCo will install the radios in all of our units in house. Defender only needs to install the antennas, battery lead wire, and ignition lead wire to the console. Pre-Wire to Console for Radio Power, Ground & Roof Antenna.				
Panasonic Toughbook CF-54 The current Lap Top does have docking capabilities we are using a Havis DS-PAN-421 Docking station I don't know about RF information I can ask our IT/Computer department We would be using the 110v supplied power cord to plug into the docking station so we would not need a power supply.				
Motorola 13-Watt Police Radio Speaker with Mounting Bracket - Mounted inside Console to the back of the Console Speaker Grill on Driver's Side.		1	79.00	79.00
Two Way 800 MHZ Radio Antenna & Coax Cable - Roof Mount		1	30.67	30.67

Vehicle and Emergency Equipment Total

Quantity Ordered 1

Total Vehicle Order Cost $49,536.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	4/6/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX EMS Commander Dan Ketchum 3189 SE Inner Loop Georgetown, Texas 78626 512-699-7773

Customer Contact	Dan Ketchum
Customer Phone	512-699-7773
Customer E-mail	DKetchum@wilco....
Estimate #	27732

2021 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - White

Description	Location	Qty.	Cost	Total
Tahoe Roof Antenna Placement 800 MhZ Antenna – Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Panasonic Arbitrator Antenna - Mounted between the A-B pillars. Multi Purpose GPS Cradlepoint Antenna - Mount between the C-D pillars. Note - Cradle Point Mounting Placement: On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat. On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please. CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock Red Cable - CP to VPU (LAN PORT)				
Compartment Light, Split Red/White - Mounted on Rear Liftgate		2	48.71	97.42
Kussmaul Auto Charge 11- Mounted on Driver's Side Rear Bumper in White # 091-11-12		1	625.00	625.00
Kussmaul Auto Eject - White - Mounted on Driver's Side Rear Bumper # 091-55-20-120		1	352.43	352.43
Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately).		1	310.00	310.00
Whelen LED 8 Degree Spotlight Replacement		1	110.97	110.97
Tremco Anti-Theft Device for 2007+ Chevrolet Tahoe 9C1 - Mounted on driver side floor upper left with bypass switch under steering column		1	133.65	133.65
Window Tint - For Two Front Windows - 20.0% Tint Please		1	85.00	85.00
Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00

Vehicle and Emergency Equipment Total

Quantity Ordered 1

Total Vehicle Order Cost $49,536.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	4/6/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX EMS Commander Dan Ketchum 3189 SE Inner Loop Georgetown, Texas 78626 512-699-7773

Customer Contact	Dan Ketchum
Customer Phone	512-699-7773
Customer E-mail	DKetchum@wilco....
Estimate #	27732

2021 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - White

Description	Location	Qty.	Cost	Total
Shipping of Above Emergency Parts for Upfit		1	140.00	140.00
Defender Supply Custom Made Vehicle Wiring Harness, Power Distribution Module & Blue Sea Battery Management System Designed for Heavy Duty Use		1	639.00	639.00
Installation of Above Emergency Equipment and Customer Supplied: CAT 6 Cables - Red Cable, Blue Cable & White Cable Customer will install their own radio, radio speaker, Panasonic Arbitrator 360 video system, please run Power, Ground & Antenna Wiring to Console. For Customer Supplied Parts, Tech Support or Panasonic Camera Assistance contact: Paul Best Public Safety Systems Administrator Williamson County ITS Office – (512) 943-1481 Fax – (512) 943-1474 Paul.Best@wilco.org Customer is doing their own Graphics.		48	100.00	4,800.00
Delivery to Department		1	776.00	776.00
Ship to: Fleet Maintenance 3151 SE Inner Loop-Suite B 508 South Rock Street Georgetown, TX 78626 512-943-3368 Call 30 minutes before arrival.				

Vehicle and Emergency Equipment Total	**$49,536.00**
Quantity Ordered	1

Total Vehicle Order Cost	**$49,536.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE _____

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/17/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX EMS Commander Dan Ketchum 3189 SE Inner Loop Georgetown, Texas 78626 512-699-7773

Customer Contact	Dan Ketchum
Customer Phone	512-699-7773
Customer E-mail	DKetchum@wilco....
Estimate #	28886

2021 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - White

Description	Location	Qty.	Cost	Total
2021 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle with EcoTec3 5.3-liter, 10-Speed Auto Trans with Heavy Duty Cooler, Heavy Duty Clutch Type Locking Differential, Dual Batteries with 760-amp Auxiliary Battery, High-output Alternator, 20-inch Steel Wheels, Brembo Front Calipers with 16-inch rotors, Keyless Entry & Push-to-Start Ignition, OnStar with Bluetooth Connectivity, Additional Key FOBs & Radio Suppression. (No Spotlight) Purchased Through Holiday Chevrolet on TX SmartBuy Contract # 070-A1 Series XS135PUR Options: Color of Vehicle - White 5T5 - Rear Seat – N/C		1	33,360.00	33,360.00
AMF - 1 Additional Key FOB Option		1	75.00	75.00
V76 - Recovery Hooks Option		1	50.00	50.00
2 Year Texas State Inspection Certificate		1	7.00	7.00
Vin #'s				
Make Payment to Holiday Chevrolet - Purchased Through Holiday Chevrolet on Texas Contract # 070-A1 Series XS135PUR				
Customer PO #				
Price per Unit is $48,347.00				

Vehicle and Emergency Equipment Total

Quantity Ordered	2

Total Vehicle Order Cost **$96,694.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/17/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX EMS Commander Dan Ketchum 3189 SE Inner Loop Georgetown, Texas 78626 512-699-7773

Customer Contact	Dan Ketchum
Customer Phone	512-699-7773
Customer E-mail	DKetchum@wilco....
Estimate #	28886

2021 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - White

Description	Location	Qty.	Cost	Total
Contact: Dan Ketchum Commander WCEMS 512-699-7773				
Vehicle Titles: Williamson County Attn: Williamson County Auditor's Office 710 Main Street, Suite 301 Georgetown, TX 78626				
Payment: Williamson County EMS PO Box 873 Georgetown, TX 78627				
Paperwork: Kevin Teller – Fleet Director c/o Williamson County EMS 3151 SE Inner Loop-Suite B Georgetown, TX 78626				
Williamson Co TX SO - WO # - Work Order				
No Paint or Graphics on these Units.				
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
Federal Signal Valor 51" lightbar only - 51" Valor, All 2-color except positions 15, 16, 25 & 26 (no interface module).		1	1,980.00	1,980.00
Federal Signal Pathfinder siren controller w/ remote head		1	770.00	770.00
Federal Signal Pathfinder Siren Controller		1	0.00	0.00
FS-OBDcable25-1		1	88.00	88.00
Federal Signal DynaMax 100W Speaker		1	0.00	0.00
Federal Signal ES100 Speaker Bracket, Universal Bail		1	0.00	0.00
Federal Signal Pair of Rumbler Woofers		1	0.00	0.00
Federal Signal Valor Light Bar Hook Kit for a 2015+ Chevrolet Tahoe 9C1		1	34.98	34.98
Federal Signal Low Frequency Rumbler Siren System		1	432.00	432.00
Federal Signal Rumbler Mounting Brackets for a 2015+ Chevrolet Tahoe 9C1		1	26.95	26.95

Vehicle and Emergency Equipment Total

Quantity Ordered 2

Total Vehicle Order Cost $96,694.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/17/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX EMS Commander Dan Ketchum 3189 SE Inner Loop Georgetown, Texas 78626 512-699-7773

Customer Contact	Dan Ketchum
Customer Phone	512-699-7773
Customer E-mail	DKetchum@wilco....
Estimate #	28886

2021 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - White

Description	Location	Qty.	Cost	Total
Federal Signal Micropulse Ultra 24 LED lighthead Dual Color Surface Mount Light in Red/Blue - Mounted on Each Side of the Rear License Plate - Vertical - Up & Down		2	106.185	212.37
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) .& White Lights to Function as Alley Lights too.		4	90.0125	360.05
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted on Running Boards (Four per Side - Front to Back is RW/BW/RW/BW) & White Lights to Function as Alley Lights too.		4	90.0125	360.05
Federal Signal Micropulse 620 - 12LED Lighthead Dual Color Red/Blue - Mounted on Bottom of Liftgate		2	89.475	178.95
Federal Signal Headlight/Taillight Flasher for 2015+ Chevrolet Tahoe 9C1		1	89.95	89.95
Federal Signal - Dual Color and with 6 LEDs Corner Lights with In-Line Flasher in Red/Blue - Mounted on Front Corners of Front Bumper - See Pictures		2	58.75	117.50
Havis Contour Console for 2015+ Chevrolet Tahoe 9C1		1	362.80	362.80
Magnetic Mic Clip		2	13.00	26.00
Havis Console Cup Holder		1	40.00	40.00
Havis Console Side Mount Arm Rest		1	50.69	50.69
Havis 8.5" Heavy Duty Telescoping Pole, Side Mount, Short Handle - Note: Mounted Externally Per Customer		1	108.57	108.57
Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter		1	202.29	202.29
Havis Docking Station with Dual Pass-through Antenna and Power Supply for Panasonic's Toughbook 54 and 55 Rugged Laptop		1	1,008.00	1,008.00
Tech Note: Make sure the power to the dock is constant-on power please				
3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console - Wired Hot All the Time		3	6.00	18.00
Compartment Light, Split Red/White - Mounted over Console with On/Off switch		1	48.71	48.71

Vehicle and Emergency Equipment Total

Quantity Ordered 2

Total Vehicle Order Cost $96,694.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/17/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX EMS Commander Dan Ketchum 3189 SE Inner Loop Georgetown, Texas 78626 512-699-7773

Customer Contact	Dan Ketchum
Customer Phone	512-699-7773
Customer E-mail	DKetchum@wilco....
Estimate #	28886

2021 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - White

Description	Location	Qty.	Cost	Total
Make & Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire for One Piece Radios Does the Customer Supplied Police Radio need to be "Hot", Powered all the time or on Ignition - On Ignition Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece What is the Frequency of Customer Supplied Police Radio - 800Mhz & VHF WilCo will install the radios in all of our units in house. Defender only needs to install the antennas, battery lead wire, and ignition lead wire to the console. Pre-Wire to Console for Radio Power, Ground & Roof Antenna.				
Panasonic Toughbook CF-54 The current Lap Top does have docking capabilities we are using a Havis DS-PAN-421 Docking station I don't know about RF information I can ask our IT/Computer department We would be using the 110v supplied power cord to plug into the docking station so we would not need a power supply.				
Motorola 13-Watt Police Radio Speaker with Mounting Bracket - Mounted inside Console to the back of the Console Speaker Grill on Driver's Side.		1	79.00	79.00
Two Way 800 MHZ Radio Antenna & Coax Cable - Roof Mount		1	30.67	30.67

Vehicle and Emergency Equipment Total

Quantity Ordered 2

Total Vehicle Order Cost $96,694.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/17/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX EMS Commander Dan Ketchum 3189 SE Inner Loop Georgetown, Texas 78626 512-699-7773

Customer Contact	Dan Ketchum
Customer Phone	512-699-7773
Customer E-mail	DKetchum@wilco....
Estimate #	28886

2021 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - White

Description	Location	Qty.	Cost	Total
Tahoe Roof Antenna Placement 800 MhZ Antenna – Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Panasonic Arbitrator Antenna - Mounted between the A-B pillars. Multi Purpose GPS Cradlepoint Antenna - Mount between the C-D pillars. Note - Cradle Point Mounting Placement: On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat. On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please. CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock Red Cable - CP to VPU (LAN PORT)				
Compartment Light, Split Red/White - Mounted on Rear Liftgate		2	48.71	97.42
Kussmaul Auto Charge 11- Mounted on Driver's Side Rear Bumper in White # 091-11-12		1	625.00	625.00
Kussmaul Auto Eject - White - Mounted on Driver's Side Rear Bumper # 091-55-20-120		1	352.43	352.43
Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately).		1	310.00	310.00
Whelen LED 8 Degree Spotlight Replacement		1	110.97	110.97
Tremco Anti-Theft Device for 2007+ Chevrolet Tahoe 9C1 - Mounted on driver side floor upper left with bypass switch under steering column		1	133.65	133.65
Window Tint - For Two Front Windows - 20.0% Tint Please		1	85.00	85.00
Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00

Vehicle and Emergency Equipment Total

Quantity Ordered 2

Total Vehicle Order Cost $96,694.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	9/17/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX EMS Commander Dan Ketchum 3189 SE Inner Loop Georgetown, Texas 78626 512-699-7773

Customer Contact	Dan Ketchum
Customer Phone	512-699-7773
Customer E-mail	DKetchum@wilco....
Estimate #	28886

2021 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - White

Description	Location	Qty.	Cost	Total
Shipping of Above Emergency Parts for Upfit		1	140.00	140.00
Defender Supply Custom Made Vehicle Wiring Harness, Power Distribution Module & Blue Sea Battery Management System Designed for Heavy Duty Use		1	639.00	639.00
Installation of Above Emergency Equipment and Customer Supplied: Panasonic Arbitrator 360 video system CAT 6 Cables - Blue Cable & White Cable Customer will install their own radio, radio speaker, please run Power, Ground & Antenna Wiring to Console. For Customer Supplied Parts, Tech Support or Panasonic Camera Assistance contact: Paul Best Public Safety Systems Administrator Williamson County ITS Office – (512) 943-1481 Fax – (512) 943-1474 Paul.Best@wilco.org Customer is doing their own Graphics.		48	100.00	4,800.00
Delivery to Department		1	776.00	776.00
Ship to: Fleet Maintenance 3151 SE Inner Loop-Suite B 508 South Rock Street Georgetown, TX 78626 512-943-3368 Call 30 minutes before arrival.				

Vehicle and Emergency Equipment Total	$48,347.00
Quantity Ordered	2

Total Vehicle Order Cost	$96,694.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE _____

Commissioners Court - Regular Session **50.**

Meeting Date: 12/15/2020

Exempt Stryker as Sole Source provider for Lucas CPR Device and Maintenance program

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting Stryker Medical from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for Lucas CPR Device and Maintenance Program for the Williamson County EMS and authorizing the purchase.

Background

The device allows consistent, high-quality chest compressions at the recommended levels. It allows providers to avoid potentially dangerous situations when performing CPR during patient transport. It potentially reduces CPR-related injuries to CPR providers. These devices are replacing current equipment that is due for life-cycle replacement with initial cost of $59,511.80. The Sole Source posting was in Negometrix4 for 14 days with no competitive responses received. The requested Sole Source designation would be applicable for a period of 36 months. Point of contact is Mike Knipstein. Funding Source FY 2021: 0100-0540-005000

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PA Sole Source Recommendation
Supplier Letter of Sole Source justification
Supplier Sole Source Affidavit
Department Head recommendation
Statement of Opening Negometrix

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/10/2020 10:46 AM
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:53 AM
Form Started By: Johnny Grimaldo		Started On: 12/09/2020 03:25 PM
Final Approval Date: 12/10/2020		

Randy Barker
CPPO, CPPB
PURCHASING AGENT / DIRECTOR

12/9/20

Williamson County Commissioners Court

Re: Sole Source recommendation for Stryker Lucas 3CPR

Dear County Judge and Commissioners,

Recently our EMS Department made a request to upgrade and purchase the Lucas 3CPR Device and Maintenance Program from Stryker. These actions require qualification as a sole source purchase as the product and services are supplied only by Stryker in the United States market.

After reviewing all documentation requested and submitted, I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7).

After reviewing all documentation requested and provided to me, **I recommend qualifying this request as a sole source purchase, per Texas Local Government Code sections 262.003(a) and 262.024.(a)(7).**

The process has included the following:

- A signed Sole Source Justification Request
- A letter of justification from the supplier, establishing why their product/service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Mike Knipstein, Director, Williamson County EMS
- Posting on Negometrix website for a period of fourteen (14) days to invite potential competition, with no responses received from alternate vendors

If you have any questions or concerns, please contact me at any time.

Sincerely,

Randy Barker

Randy Barker
Williamson County Purchasing Agent / Director

WILLIAMSON COUNTY
512.943.1555
randy.barker@wilco.org
100 Wilco Way, Ste. P101
Georgetown, Texas 78626

To whom it may concern:

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New Emergency Relief Patient Cover
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR® coaching devices
- CODE-STAT™ data review software and service
- Power-PRO XT ambulance cot
- Performance-PRO XT ambulance cot
- Power-LOAD cot fastener
- Stair-PRO stair chair
- Performance-LOAD cot fastener
- LIFEPAK CR2 automated external defibrillator
- LIFEPAK CR Plus automated external defibrillator
-

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.net® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe Solution℠ Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

Copyright © 2020 Stryker

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFEPAK, LUCAS, TrueCPR, CODE-STAT, RELI, LIFENET, HealthEMS, HomeSolutions.net, Heart Safe Solution, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Williamson County Purchasing Department
100 Wilco Way, Ste P101
Georgetown, Texas 78626 (512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Jordan Costello, who after being duly sworn on oath stated the following:

My name is Jordan Costello. My title is Account Manager, Stryker. I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Lucas 3.1 Chest Compressions. Device I am the sole-source supplier of this item because: Third Parties are not authorized to sell this product. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 2nd day of November, 2020.

[Signature]

Jordan Costello Account Manager
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on November 2nd, 2020, by Jordan Costello.
[Printed Name]

[Signature] Notary Public

State of Texas
My Commission expires on 04/14/2021

JUSTIN SCOTT SHEAREN
Notary ID #131091058
My Commission Expires
April 14, 2021

Williamson County Emergency Medical Services

To Respect, Care and Serve

November 5, 2020

Randy Barker
Purchasing Agent
Williamson County Purchasing

Re: Letter of Recommendation for Stryker Lucas CPR Device and Maintenance Program

Mr. Barker,

Please accept this letter as my formal recommendation that Williamson County accept Stryker as the sole source supplier for the Lucas 3 CPR Device and factory-authorized inspection and repair service provider.

Sincerely,

Mike Knipstein
Director
Williamson County EMS

P.O. Box 873
3189 SE Inner Loop, Ste. A
Georgetown, Texas 78627

Main: (512) 943-1264
Fax: (512) 943-1269
www.wilco.org/ems

Statement of opening of offers

The registration period for the purchase process SS Stryker LUCAS products is closed on 09 Dec 2020 (Wed), 2:00 PM.

On 09 Dec 2020 (Wed), 2:02:00 PM, Johnny Grimaldo opened the registrations.

Entries submitted after the closing date, 09 Dec 2020 (Wed), 2:00 PM, will not be included in the procedure.

Registrations received:

Registration prices:

Reported by Johnny Grimaldo on 09 Dec 2020 (Wed), 2:03 PM

Commissioners Court - Regular Session **51.**

Meeting Date: 12/15/2020

TeamMate Cloud Hosting Upgrade

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 exempting Wolters Kluwer Financial Services, Inc. from competitive bidding requirements per Texas Local Government Code § 262.024(a)(7)(D) captive replacement parts or components for equipment for TeamMate software and services and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Auditor's Office. The Auditor's Office has been using the TeamMate software for some time. The attached agreement outlines the details of a software upgrade as well as a transition to cloud hosting. IT has reviewed and approved this technology request. This expenditure was budgeted for FY2021. This expenditure will be charged to 01.0100.0495.004100 for the software upgrade in the amount of $30,000 and the cloud hosting to 01.0100.0495.004505 in the amount of $8,460. Department contact is Jalyn Morris.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/10/2020 10:24 AM
County Judge Exec Asst.	Andrea Schiele	12/10/2020 10:25 AM
Form Started By: Erica Smith		Started On: 12/04/2020 10:41 AM
Final Approval Date: 12/10/2020		

Wolters Kluwer

Wolters Kluwer Financial Services, Inc.
6815 Saukview Dr.
St Cloud, MN 56303
USA

Rita Weir
rita.weir@wolterskluwer.com
(813) 392-5272

Order Information

Order Number	00001289	Order Created Date	12/1/2020

Contact Information

Contact Name	Jalyn Morris	Email	jalynmorris@wilco.org
Phone	512-943-1572	Fax	(512) 943-3881
Bill To Name	Williamson County, TX	Ship To Name	Williamson County, TX
Bill To	710 S. Main St., Suite 301 Georgetown, TX 78626 USA		

Product	Product Price Tier	Quantity	Total Price
Guided Migration		1.00	$30,000.00
TeamMate+ Audit - Offline Subscription	1 to 5	1.00	$0.00
TeamMate+ Audit Software	6 to 10	8.00	$0.00
TeamMate+ Reporting Online Service API	3 Year - 20 GB per month	1.00	$0.00
TeamMate+ TeamCloud Hosting Gold	6 to 10	8.00	$8,640.00
TeamMate+ TeamCloud Hosting Gold Setup		2.00	$0.00

Total Price	$38,640.00
Grand Total	$38,640.00

*Applicable taxes are extra

Local Currency

USD	38,640.00

Current License Count

Total # TeamMate AM licenses	8
Total # TeamMate TMA licenses	6

Transferred License Count

Transferred Users 8	Transfer to License Product TeamMate+ Audit

Agreement Terms

License Agreement. The TeamMate Software, Support and related Services are provided under the TeamMate® Global License, Support and Services Agreement, incorporated herein by reference and located at

http://www.teammatesolutions.com/teammate/glssa/en/glssa-en-112017.pdf

except to the extent there already exists a written agreement between Customer and Licensor covering such Software, Support and related Services, in which case the Software, Support and related Services are provided under such existing written agreement (as applicable, the "Agreement").

Support. The Parties mutually agree for the purpose hereof; maintenance fees will be adjusted to the current TeamMate+ pricing schedule for the number of users indicated in section 2, at time of Renewal. A new maintenance contract will be initiated, which will include 12 months of TeamMate+ maintenance. The Support Fee for each license is presently set at twenty percent (20%) of the then-current License Fee. The License Fee and Support Fee for future periods are subject to change by Licensor without notice to Customer.

Hosting Storage (if applicable). Hosting includes one gigabyte (1GB) of production storage per User. Additional gigabytes may be subject to additional fees.

Execution of Order Form. By executing this Order Form, Customer is hereby agreeing to be bound to the terms of the Agreement. This Order Form may contain additional terms and conditions which are not consistent with the terms of the Agreement and which are agreed to by the parties herein ("Additional Terms"). Acceptance of the Agreement will not be deemed to amend or supersede any such Additional Terms, which shall be deemed to be incorporated into the Agreement by the parties. Any defined terms not defined in the Order Form, shall be as defined in the Agreement.

Out-of-pocket Expenses. Out-of-pocket expenses, including but not limited to printing, copying, and meeting space rental, will be billed to the Customer on a monthly basis as incurred.

TRAINING. End-User Training: For each session purchased, maximum class size is 20; for each virtual session purchased, maximum class size is 10.
Champion Training: For each session purchased, maximum class size is 5.

Additional Business Terms

• Customer may also be referred to as "The County" or "Williamson County."

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

• Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

• Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

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

• Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

• Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

• Proprietary Information and 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 Vendor does not desire proprietary information 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. 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. 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 Vendor, 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 Vendor.

To the extent, if any, that any provision in the Vendor's Quote 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 Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson 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 Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Other Services

Order Form is Confidential and Proprietary.

Authorized Representative	Williamson County, TX
Joshua Skattum Manager, Customer Support Print Name and Title	Authorized Representative (1)
Dec 2, 2020 Effective Date (date signed by Licensor)	Print Name and Title
	Date Signed
	Authorized Representative (2)
	Print Name and Title
	Date Signed

TO BE PROVIDED BY CUSTOMER

PO Required	☐	Tax Exempt	☐

FOR WK USE ONLY

SAP #	100067923	Initial Order	☐

CN 100067923 Williamson County Texas Case 709706 ref:_00D30W70._5001T1RN7Ca:ref

Final Audit Report 2020-12-02

Created:	2020-12-02
By:	Wolters Kluwer Contract Admin (contractadmin@wolterskluwer.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAehjXL7yu8cJ3agm5iRK0srCHfg1bRRHb

"CN 100067923 Williamson County Texas Case 709706 ref:_00D30W70._5001T1RN7Ca:ref" History

Document created by Wolters Kluwer Contract Admin (contractadmin@wolterskluwer.com)
2020-12-02 - 8:47:42 PM GMT- IP address: 160.109.104.44

Document emailed to Joshua Skattum (joshua.skattum@wolterskluwer.com) for signature
2020-12-02 - 8:48:51 PM GMT

Email viewed by Joshua Skattum (joshua.skattum@wolterskluwer.com)
2020-12-02 - 8:57:26 PM GMT- IP address: 148.9.24.36

Document e-signed by Joshua Skattum (joshua.skattum@wolterskluwer.com)
Signature Date: 2020-12-02 - 9:06:54 PM GMT - Time Source: server- IP address: 148.9.24.36

Agreement completed.
2020-12-02 - 9:06:54 PM GMT

INGRAM MICRO Partner Smart Services™
POWERED BY Adobe Sign

Commissioners Court - Regular Session **53.**

Meeting Date: 12/15/2020

EPM

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a change to the Employee Policy Manual.

Background

The change would be to the Job Specific Policy on page 24. The Policy section would be deleted and the chart would still function as a career ladder for the Courts system, as it does today. HR recommends revising the experience on the job descriptions to allow for hiring a person based on experience in the workplace, regardless of where the experience is acquired. This would delete the Wilco specific requirement. All other policies regarding available funding and hiring in at 15% maximums would still apply. All County Court at Law and District Judges are in support of this change.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

courtadmin

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/07/2020 11:12 AM

Form Started By: Rebecca Clemons Started On: 12/03/2020 01:43 PM

Final Approval Date: 12/07/2020

Compensation

Pay Frequency and Work Week

- Payday is every other Friday, or the last business day prior to any holiday that falls on a Friday.
- A pay period consists of two weeks' pay ending on the Thursday of the previous week before pay day.
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified.
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday.
- The payroll calendar is located on the Auditor's Portal.

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours of regular pay (excludes OT or supplemental pay) or less will be processed on the following pay cycle.

Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.

Deductions: Every effort is made to apply deductions accurately. If you have any questions about insurance/benefits deductions, contact the HR Benefits Department. If you have questions about any other deductions from your pay, please contact the Auditor Payroll Department immediately.

Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (pay charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

~~**Job Specific Policies**~~

~~Court Administrator (District and CCL Courts)~~

~~When a Court Administrator vacancy occurs in the District or County Court at Law Courts, the position can only be filled as a Court Administrator I (one) unless the selected applicant is a current Court Administrator/Coordinator for:~~

~~Williamson County. Below are the Court Administrator/Coordinator titles with corresponding required years of experience:~~

~~Title~~	~~Required District Court/CCL Experience~~	~~Pay Grade~~
~~Court Admin I CCL/District~~	~~1 year or no expr Wilco~~	~~B.22~~
~~Court Admin II CCL/District~~	~~3 years Court Admin expr Wilco~~	~~B.24~~
~~Specialty Program Coordinator~~	~~3 years experience~~	~~B.24~~
~~Court Admin III CCL/District~~	~~5 years Court Admin expr Wilco~~	~~B.26~~
~~Court Admin IV CCL/District~~	~~7 Years Court Admin expr Wilco~~	~~B.28~~

Don't forget to check pay slips online at any County Computer!





Commissioners Court - Regular Session **54.**

Meeting Date: 12/15/2020

Succession Planning Position Request

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approval of a succession planning position for the 395th District Court.

Background

Judge Larson is requesting a succession planning position be approved for his office to allow for the shadowing of his court administrator who is retiring. Based on the budget for one of the three succession planning positions budgeted in Non-Departmental for FY 21, funding is more than ample to cover the four weeks of vacation payout (as per policy) and four weeks of shadowing (current policy is two weeks). Budgeted funds are $13,333.33, Four weeks of vacation payout and four weeks of shadowing will leave remaining funds of $1,456.85 on this slot.

Succession Planning Policy:

1. Funding may be requested via the budget process for known “Succession Planning”. In the event an existing FTE submits a letter of intent to separate employment with Williamson County and funding is necessary to bring in a replacement prior to the departure of the existing FTE, funding may be available. Succession planning/funding applies as follows:

- Applies to any position directly supervised by an elected official, appointed official, senior director or the commissioners court
- Official letter of intent to depart/resign/retire must be received from/by the above
- Maximum funding of 2 weeks (80 hours, five 8-hour days per week) for shadowing/training prior to current FTE departure
- Maximum funding of 4 additional weeks (160 hours, five 8-hour days per week) to allow for accrual payouts (only if funding is not already available in the salary line due to attrition). Vacancy dollars will be applied first
- Maximum total funding of 6 weeks’ pay (240 hours, five 8-hour days per week)
- Funding will be based on the current rate of pay for the current FTE and will include fringe/benefits as applicable
- Once a new hire is in place, he/she will move into the existing FTE slot while the current FTE will move into the succession slot
- Succession funding/dollars may not be transferred for any other purpose
- Internal candidates/promotions are not eligible for succession planning funding

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/07/2020 08:32 AM
Form Started By: Ashlie Koenig		Started On: 12/04/2020 11:47 AM
Final Approval Date: 12/07/2020		

Commissioners Court - Regular Session **55.**

Meeting Date: 12/15/2020

Line Item Transfer for Succession Planning Position

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the 395th District Court.

Background

This transfer is subject to approval of the above agenda item to approve a succession planning position in the 395th District court.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-001100	Non Dept/FT Salary	$11,876.48
From	0100-0409-002010	Non Dept/FICA	$908.55
From	0100-0409-002020	Non Dept/Retirement	$1,729.22
From	0100-0409-002030	Non Dept/Insurance	$1,688.00
To	0100-0439-001100	395th Dist Ct/FT Salary	$11,876.48
To	0100-0439-002010	395th Dist Ct/FICA	$908.55
To	0100-0439-002020	395th Dist Ct/Retirement	$1,729.22
To	0100-0439-002030	395th Dist Ct/Insurance	$1,688.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/07/2020 08:40 AM
Form Started By: Ashlie Koenig		Started On: 12/04/2020 12:13 PM
Final Approval Date: 12/07/2020		

Commissioners Court - Regular Session **56.**

Meeting Date: 12/15/2020

policy exception

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a policy exception for a new hire for the Sheriff's office effective 1/1/2021.

Background

I have submitted this item by request of Sheriff elect Mike Gleason. He would like to onboard his Chief Deputy at the same rate as the current Chief Deputy, $132,705.30. Policy allows a hire at 15% over minimum for external hires which would be $110,778.49 for a B.40. There would be no fiscal impact, as the money is already budgeted on the position.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/07/2020 11:14 AM

Form Started By: Rebecca Clemons Started On: 12/07/2020 09:25 AM

Final Approval Date: 12/07/2020

Commissioners Court - Regular Session **57.**

Meeting Date: 12/15/2020

PCN list

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on either approving a list of position control numbers (PCN's) to have their vacation time, in excess of 160 hours as of 12/31/2020, paid out through the CARES funding or to extend the expanded vacation accrual deadline into 2021.

Background

Please see attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PCN list

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:10 AM

Form Started By: Rebecca Clemons Started On: 12/07/2020 09:31 AM

Final Approval Date: 12/10/2020

Vac Time - 11.27	Primary Labor	Position	Organization
240:00:00	01/0100/0570/001100/0/0/0	Lieutenant CO.0573.001105.	Corrections
240:00:00	01/0100/0570/001100/0/0/0	Medical Sergeant.0580.001105.	Corrections
240:00:00	01/0100/0570/001100/0/0/0	Corrections Officer.0503.001105.	Corrections
239:06:00	01/0100/0570/001100/0/0/0	Corrections Officer.0452.001105.	Corrections
238:03:00	01/0100/0570/001100/0/0/0	Sergeant CO.0612.001105.	Corrections
234:38:00	01/0100/0570/001100/0/0/0	Adm Tech Jail.0327.001100.	Corrections
232:16:00	01/0100/0570/001100/0/0/0	Adm Tech Jail.0330.001100.	Corrections
222:11:00	01/0100/0570/001100/0/0/0	Corrections Officer.0460.001105.	Corrections
221:36:00	01/0100/0570/001100/0/0/0	Medical Sergeant.0581.001105.	Corrections
215:30:00	01/0100/0570/001100/0/0/0	Medical Sergeant.0582.001105.	Corrections
214:25:00	01/0100/0570/001100/0/0/0	Corrections Officer.0585.001105.	Corrections
211:35:00	01/0100/0570/001100/0/0/0	Adm Tech Jail.0322.001100.	Corrections
207:45:00	01/0100/0570/001100/0/0/0	Corrections Officer.0500.001105.	Corrections
207:00:00	01/0100/0570/001100/0/0/0	Assistant Chief Deputy CO.0338.001100.	Corrections
206:09:00	01/0100/0570/001100/0/0/0	Commissioned Corr Officer.0340.001105.	Corrections
203:50:00	01/0100/0570/001100/0/0/0	Lieutenant CO.0574.001105.	Corrections
203:00:00	01/0100/0570/001100/0/0/0	Commander CO.0354.001105.	Corrections
201:30:00	01/0100/0570/001100/0/0/0	Office Adm Jail.0583.001100.	Corrections
201:15:00	01/0100/0570/001100/0/0/0	Sergeant CO.0606.001105.	Corrections
201:15:00	01/0100/0570/001100/0/0/0	Corrections Officer.0522.001105.	Corrections
198:50:00	01/0100/0570/001100/0/0/0	Sergeant CO.0615.001105.	Corrections
197:00:00	01/0100/0570/001100/0/0/0	Corrections Officer.0376.001105.	Corrections
196:20:00	01/0100/0570/001100/0/0/0	Lieutenant CO.0577.001105.	Corrections
195:45:00	01/0100/0570/001100/0/0/0	Sergeant CO.0613.001105.	Corrections
194:51:00	01/0100/0570/001100/0/0/0	Corrections Officer.0397.001105.	Corrections
191:15:00	01/0100/0570/001100/0/0/0	Corrections Officer.0475.001105.	Corrections
189:20:00	01/0100/0570/001100/0/0/0	Commissioned Corr Officer.0348.001105.	Corrections
188:05:00	01/0100/0570/001100/0/0/0	Commissioned Corr Officer.0550.001105.	Corrections
187:02:00	01/0100/0570/001100/0/0/0	Corrections Officer.0436.001105.	Corrections
186:55:00	01/0100/0570/001100/0/0/0	Corrections Officer.0414.001105.	Corrections
186:23:00	01/0100/0570/001100/0/0/0	Corrections Officer.0366.001105.	Corrections
186:00:00	01/0100/0570/001100/0/0/0	Lieutenant CO.0220.001105.	Corrections
185:25:00	01/0100/0570/001100/0/0/0	Corrections Officer.0489.001105.	Corrections
184:45:00	01/0100/0570/001100/0/0/0	Corrections Officer.0412.001105.	Corrections
184:13:00	01/0100/0570/001100/0/0/0	Sergeant CO.0605.001105.	Corrections

184:00:00	01/0100/0570/001100/0/0/0	Corrections Officer.0480.001105.	Corrections
183:28:00	01/0100/0570/001100/0/0/0	Corrections Officer.0506.001105.	Corrections
183:10:00	01/0100/0570/001100/0/0/0	Lieutenant CO.0570.001105.	Corrections
183:07:00	01/0100/0570/001100/0/0/0	Commissioned Cor Officer.1872.001105.	Corrections
181:38:00	01/0100/0570/001100/0/0/0	Corrections Medical Officer.0597.001105.	Corrections
181:30:00	01/0100/0570/001100/0/0/0	Corrections Officer.0478.001105.	Corrections
180:45:00	01/0100/0570/001100/0/0/0	Corrections Officer.0356.001105.	Corrections
178:35:00	01/0100/0570/001100/0/0/0	Corrections Officer.0497.001105.	Corrections
178:10:00	01/0100/0570/001100/0/0/0	Corrections Officer.0508.001105.	Corrections
177:13:00	01/0100/0570/001100/0/0/0	Corrections Officer.0510.001105.	Corrections
176:30:00	01/0100/0570/001100/0/0/0	Corrections Officer.0427.001105.	Corrections
176:10:00	01/0100/0570/001100/0/0/0	Corrections Officer.0408.001105.	Corrections
175:50:00	01/0100/0570/001100/0/0/0	Commissioned Corr Officer.0539.001105.	Corrections
175:06:00	01/0100/0570/001100/0/0/0	Corrections Officer.0404.001105.	Corrections
174:15:00	01/0100/0570/001100/0/0/0	Corrections Officer.0499.001105.	Corrections
174:10:00	01/0100/0570/001100/0/0/0	Corrections Officer.0386.001105.	Corrections
173:57:00	01/0100/0570/001100/0/0/0	Adm Tech Jail.0317.001100.	Corrections
172:47:00	01/0100/0570/001100/0/0/0	Corrections Officer.0515.001105.	Corrections
171:45:00	01/0100/0570/001100/0/0/0	Sergeant CO.0617.001105.	Corrections
171:30:00	01/0100/0570/001100/0/0/0	Corrections Officer.0455.001105.	Corrections
170:20:00	01/0100/0570/001100/0/0/0	Adm Tech Jail.0335.001100.	Corrections
170:10:00	01/0100/0570/001100/0/0/0	Sergeant CO.0610.001105.	Corrections
170:00:00	01/0100/0570/001100/0/0/0	Lieutenant CO.0578.001105.	Corrections
170:00:00	01/0100/0570/001100/0/0/0	Corrections Officer.0413.001105.	Corrections
169:51:00	01/0100/0570/001100/0/0/0	Corrections Officer.0359.001105.	Corrections
169:25:00	01/0100/0570/001100/0/0/0	Commissioned Corr Officer.0564.001105.	Corrections
169:20:00	01/0100/0570/001100/0/0/0	Lieutenant CO.0575.001105.	Corrections
169:20:00	01/0100/0570/001100/0/0/0	Corrections Officer.0504.001105.	Corrections
166:50:00	01/0100/0570/001100/0/0/0	Corrections Officer.0363.001105.	Corrections
166:07:00	01/0100/0570/001100/0/0/0	Corrections Officer.0390.001105.	Corrections
164:45:00	01/0100/0570/001100/0/0/0	Corrections Officer.0483.001105.	Corrections
164:10:00	01/0100/0570/001100/0/0/0	Corrections Officer.0447.001105.	Corrections
163:10:00	01/0100/0570/001100/0/0/0	Commissioned Corr Officer.0558.001105.	Corrections
162:57:00	01/0100/0570/001100/0/0/0	Corrections Officer.0445.001105.	Corrections
162:30:00	01/0100/0570/001100/0/0/0	Corrections Officer.0490.001105.	Corrections
162:20:00	01/0100/0570/001100/0/0/0	Commissioned Corr Officer.0555.001105.	Corrections
162:05:00	01/0100/0570/001100/0/0/0	Corrections Officer.0416.001105.	Corrections

161:35:00	01/0100/0570/001100/0/0/0	Corrections Officer.0431.001105.	Corrections
161:30:00	01/0100/0570/001100/0/0/0	Corrections Officer.0479.001105.	Corrections
161:10:00	01/0100/0570/001100/0/0/0	Sergeant CO.0619.001105.	Corrections
161:08:00	01/0100/0570/001100/0/0/0	Sergeant CO.0608.001105.	Corrections
161:06:00	01/0100/0570/001100/0/0/0	Corrections Officer.0401.001105.	Corrections
161:05:00	01/0100/0570/001100/0/0/0	Corrections Officer.0364.001105.	Corrections
160:45:00	01/0100/0570/001100/0/0/0	Corrections Officer.0423.001105.	Corrections
160:42:00	01/0100/0570/001100/0/0/0	Commissioned Corr Officer.0546.001105.	Corrections
160:00:00	01/0100/0570/001100/0/0/0	Corrections Officer.0472.001105.	Corrections
197:10:00	01/0100/0450/001100/0/0/0	Ch Dep Dist Clk.0736.001100.	District Clerk
240:00:00	01/0100/0540/001100/0/0/0	EMS Lieutenant.0788.001100.	Emergency Medical Services
237:07:00	01/0100/0540/001100/0/0/0	EMS Field Commander.1641.001100.	Emergency Medical Services
230:48:00	01/0100/0540/001100/0/0/0	EMS Field Commander.0794.001100.	Emergency Medical Services
228:56:00	01/0100/0540/001100/0/0/0	EMS Paramedic.0815.001100.	Emergency Medical Services
227:06:00	01/0100/0540/001100/0/0/0	EMS Paramedic.1625.001100.	Emergency Medical Services
224:20:00	01/0100/0540/001100/0/0/0	EMS Administrative Manager.0902.001100.	Emergency Medical Services
223:24:00	01/0100/0540/001100/0/0/0	EMS Paramedic.0875.001100.	Emergency Medical Services
219:54:00	01/0100/0540/001100/0/0/0	EMS Paramedic.0893.001100.	Emergency Medical Services
204:52:00	01/0100/0540/001100/0/0/0	Sr Medical Officer.0841.001100.	Emergency Medical Services
201:30:00	01/0100/0540/001100/0/0/0	EMS Paramedic.0890.001100.	Emergency Medical Services
200:39:00	01/0100/0540/001100/0/0/0	EMS Paramedic.0824.001100.	Emergency Medical Services
198:30:00	01/0100/0540/001100/0/0/0	EMS Captain.1652.001100.	Emergency Medical Services
197:05:00	01/0100/0540/001100/0/0/0	EMS Paramedic.0811.001100.	Emergency Medical Services
195:54:00	01/0100/0540/001100/0/0/0	EMS Paramedic.0874.001100.	Emergency Medical Services
195:54:00	01/0100/0540/001100/0/0/0	EMS Paramedic.0814.001100.	Emergency Medical Services
191:06:00	01/0100/0540/001100/0/0/0	EMS Paramedic.0867.001100.	Emergency Medical Services
190:50:00	01/0100/0540/001100/0/0/0	EMS Lieutenant.0804.001100.	Emergency Medical Services
189:42:00	01/0100/0540/001100/0/0/0	EMS Paramedic.0865.001100.	Emergency Medical Services
188:51:00	01/0100/0540/001100/0/0/0	Asst Office Administrator.0903.001100.	Emergency Medical Services
188:24:00	01/0100/0540/001100/0/0/0	Sr Medical Officer.0802.001100.	Emergency Medical Services
187:28:00	01/0100/0540/001100/0/0/0	EMS Paramedic.0833.001100.	Emergency Medical Services
186:39:00	01/0100/0540/001100/0/0/0	EMS Paramedic.0845.001100.	Emergency Medical Services
185:20:00	01/0100/0540/001100/0/0/0	Demand Paramedic.0900.001100.	Emergency Medical Services
181:04:00	01/0100/0540/001100/0/0/0	EMS Lieutenant.0808.001100.	Emergency Medical Services
178:57:00	01/0100/0540/001100/0/0/0	EMS Paramedic.0860.001100.	Emergency Medical Services
177:20:00	01/0100/0540/001100/0/0/0	EMS Field Commander.0795.001100.	Emergency Medical Services
177:20:00	01/0100/0540/001100/0/0/0	EMS Field Commander.0792.001100.	Emergency Medical Services

175:50:00	01/0100/0540/001100/0/0/0	EMS Ops Division Commander.0785.001100	Emergency Medical Services
175:20:00	01/0100/0540/001100/0/0/0	EMS Compliance Officer.0780.001100.	Emergency Medical Services
175:00:00	01/0100/0540/001100/0/0/0	EMS Paramedic.0882.001100.	Emergency Medical Services
174:15:00	01/0100/0540/001100/0/0/0	Director of EMS.0779.001100.	Emergency Medical Services
170:37:00	01/0100/0540/001100/0/0/0	EMS Paramedic.1829.001100.	Emergency Medical Services
168:20:00	01/0100/0540/001100/0/0/0	Demand Paramedic.0889.001100.	Emergency Medical Services
167:32:00	01/0100/0540/001100/0/0/0	EMS Field Commander.0790.001100.	Emergency Medical Services
167:15:00	01/0100/0540/001100/0/0/0	EMS Clinical Div Commander.0797.001100.	Emergency Medical Services
164:36:00	01/0100/0540/001100/0/0/0	EMS Field Commander.0793.001100.	Emergency Medical Services
162:57:00	01/0100/0540/001100/0/0/0	Demand Paramedic.0812.001100.	Emergency Medical Services
162:32:00	01/0100/0540/001100/0/0/0	EMS Lieutenant.0807.001100.	Emergency Medical Services
160:54:00	01/0100/0540/001100/0/0/0	EMS Paramedic.1830.001100.	Emergency Medical Services
207:30:00	01/0340/0341/001100/0/0/0	Director of Outreach.1181.001100.	Mobile Outreach
215:56:00	01/0340/0341/001100/0/0/0	Lead Crisis Paramedic Grant.1710.001100.	MOT GRANTS - Payroll
163:15:00	01/0340/0341/001100/0/0/0	Comm Crisis Paramedic Grant.1639.001100.	MOT GRANTS - Payroll
222:32:00	01/0340/0341/001100/0/0/0	Qual Improvement Clinician.1186.001100.	Mobile Outreach
240:00:00	01/0100/0401/001100/0/0/0	General Counsel.0717.001100.	Commissioners Court
183:00:00	01/0100/0401/001100/0/0/0	Public Affairs Mgr.0720.001100.	Commissioners Court
211:49:00	01/0100/0400/001100/0/0/0	Customer Service Admin I.0718.001100.	County Judge
203:35:00	01/0100/0400/001100/0/0/0	Exec Asst Co Judge.0714.001100.	County Judge
183:00:00	01/0100/0503/001100/0/0/0	IT Manager.1756.001100.	Information Systems
176:06:00	01/0100/0503/001100/0/0/0	IT Architect.0952.001100.	Information Systems
201:00:00	01/0100/0503/001100/0/0/0	System Administrator I.1682.001100.Y	Information Systems

Commissioners Court - Regular Session **58.**

Meeting Date: 12/15/2020

DOI Projects and Issues

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/04/2020 10:21 AM
Form Started By: Vicky Edwards		Started On: 11/04/2020 09:37 AM
Final Approval Date: 11/04/2020		

Commissioners Court - Regular Session **59.**

Meeting Date: 12/15/2020

December 2020 Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the December 2020 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

December 2020 Construction Summary Report

December 2020 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 11:30 AM
Form Started By: Dawn Haggard		Started On: 12/08/2020 02:00 PM
Final Approval Date: 12/10/2020		

ROAD BOND PROGRAM

Construction Summary Report

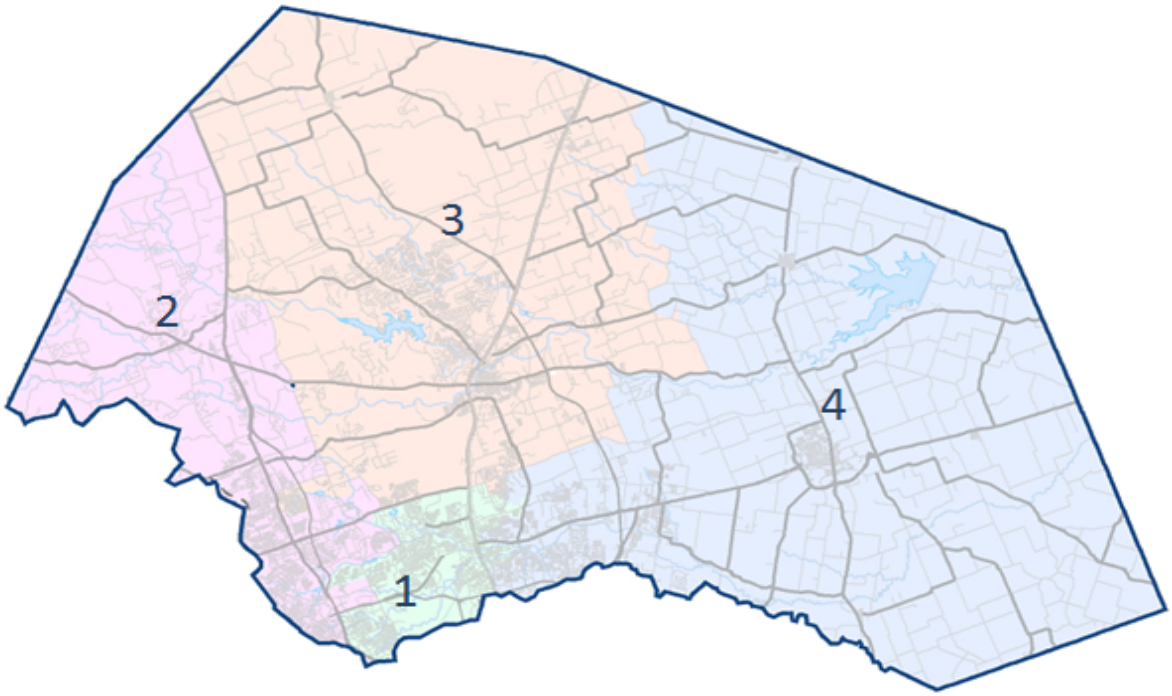
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

December 2020

WWW.ROADBOND.ORG

Volume XIX - Issue No.12



Presented By: HNTB

Table of Contents



Completed Projects 1

PRECINCT No. 1 – Commissioner Terry Cook 5

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive) 8

Great Oaks Water Line Relocations 10

Forest North Drainage Improvements Phase 3 11

O'Connor Traffic Signals (Morgan Hill, Liberty Walk, Great Oaks) 13

PRECINCT No. 2 – Commissioner Cynthia Long 15

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) 18

Seward Junction Improvements (SH 29 to CR 266 & CR 266 south of CR 259 to SH 29) 19

PRECINCT No. 3 – Commissioner Valerie Covey 21

CR 176 at RM 2243 (RM 2243 at Parkside Parkway) 24

PRECINCT No. 4 – Commissioner Russ Boles 25

CR 110 Middle (Limmer Loop to CR 107) 28

CR 101 (US 79 to north of Chandler Road) 30

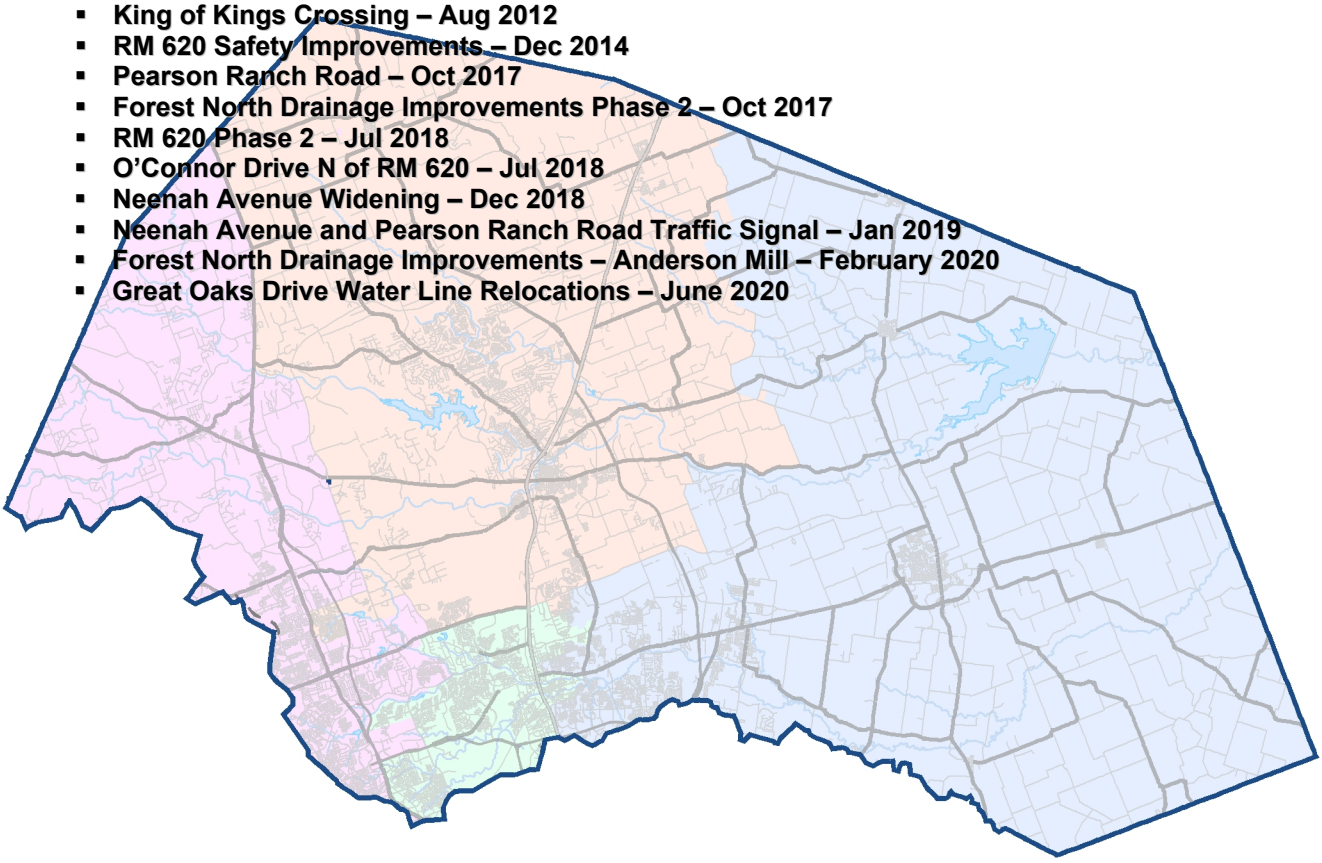
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2020

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**
- **Forest North Drainage Improvements – Anderson Mill – February 2020**
- **Great Oaks Drive Water Line Relocations – June 2020**



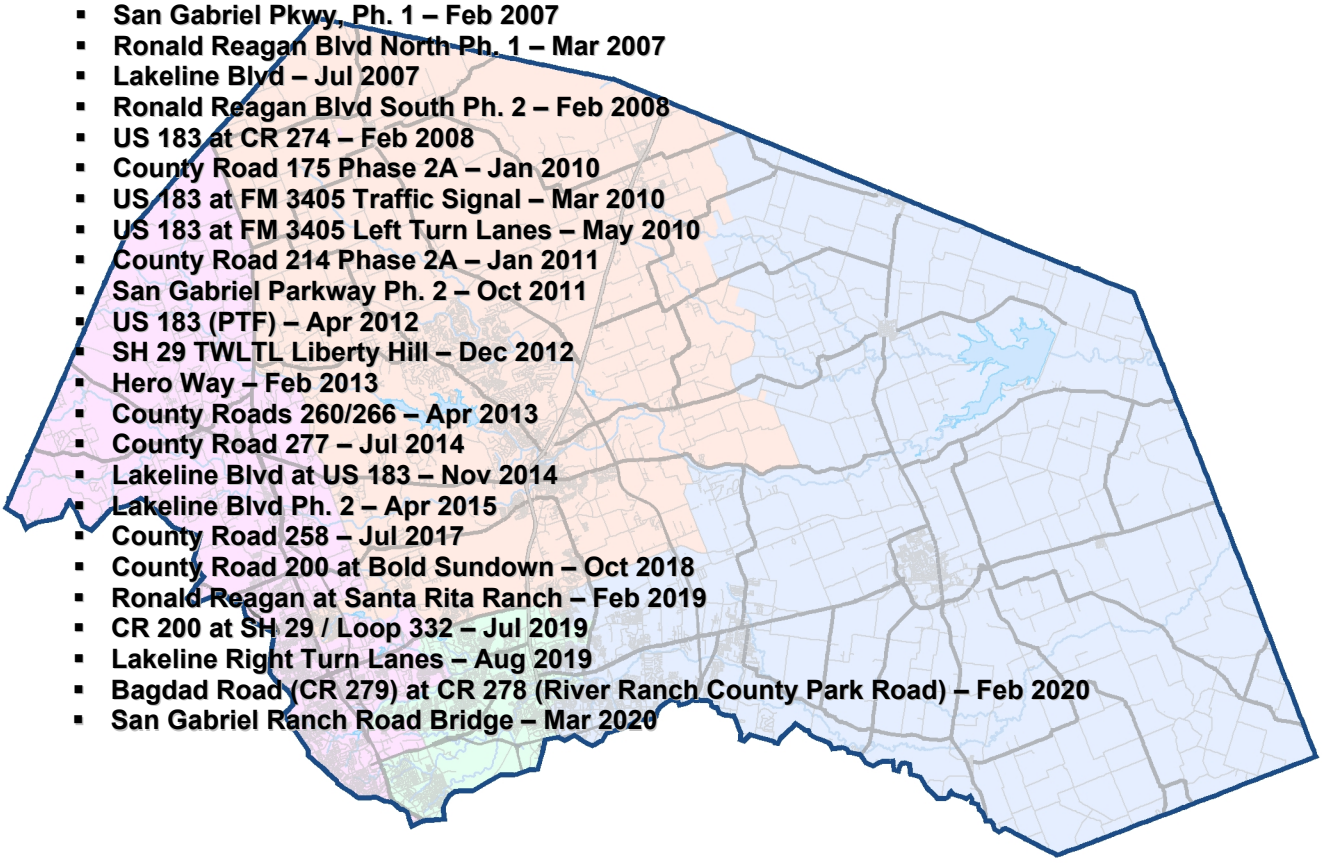
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2020

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**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**



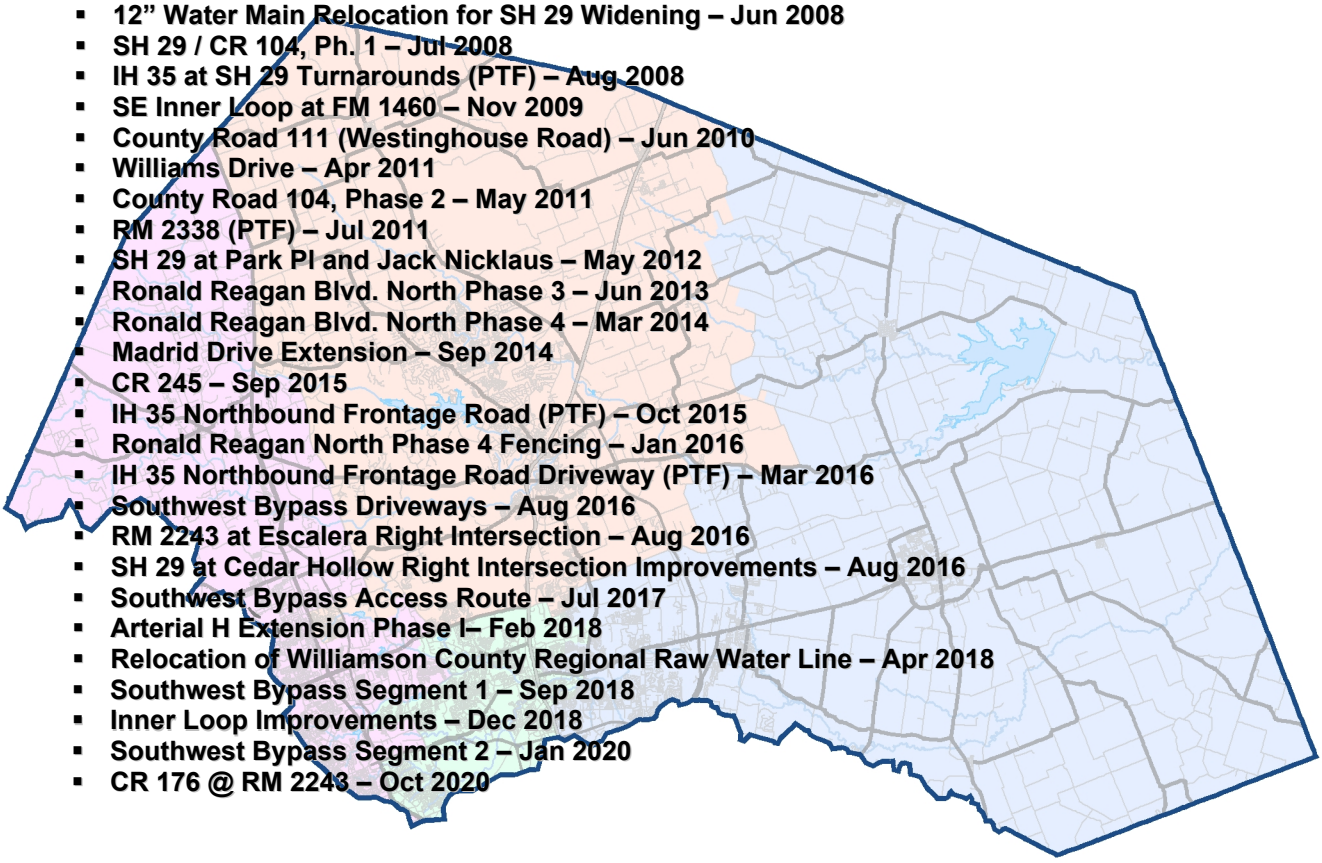
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2020

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**
- **Southwest Bypass Segment 2 – Jan 2020**
- **CR 176 @ RM 2243 – Oct 2020**



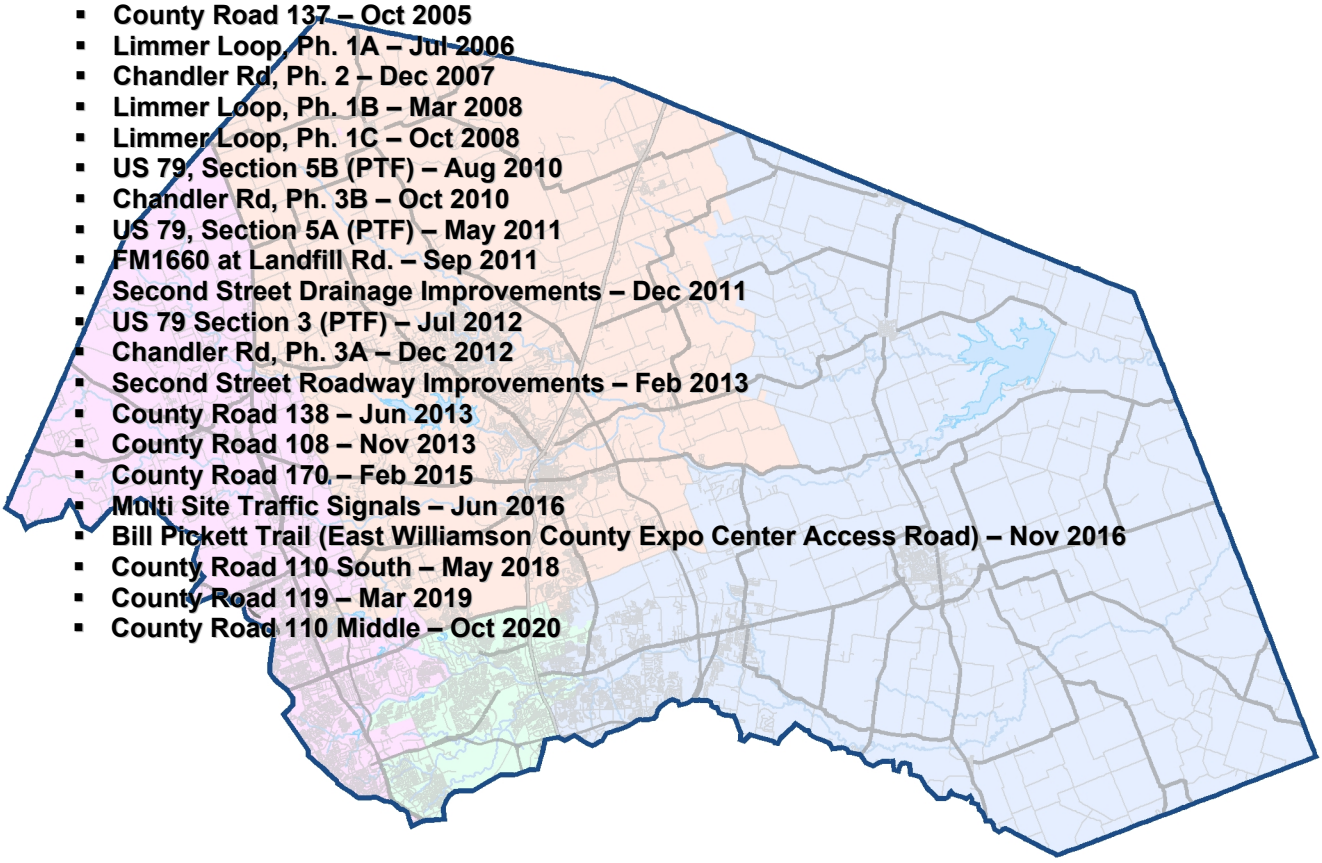
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

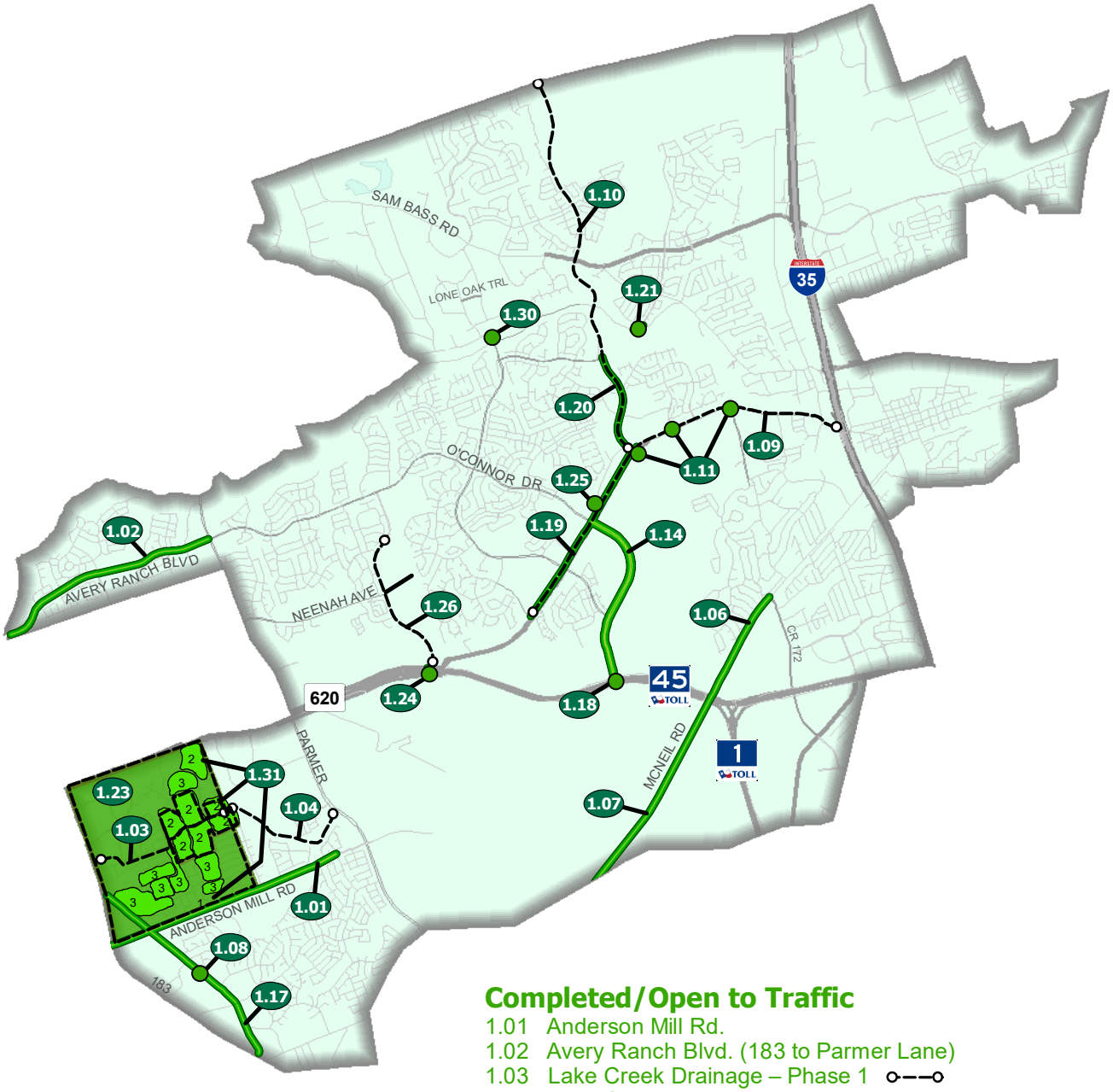
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2020

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**
- **County Road 110 Middle – Oct 2020**



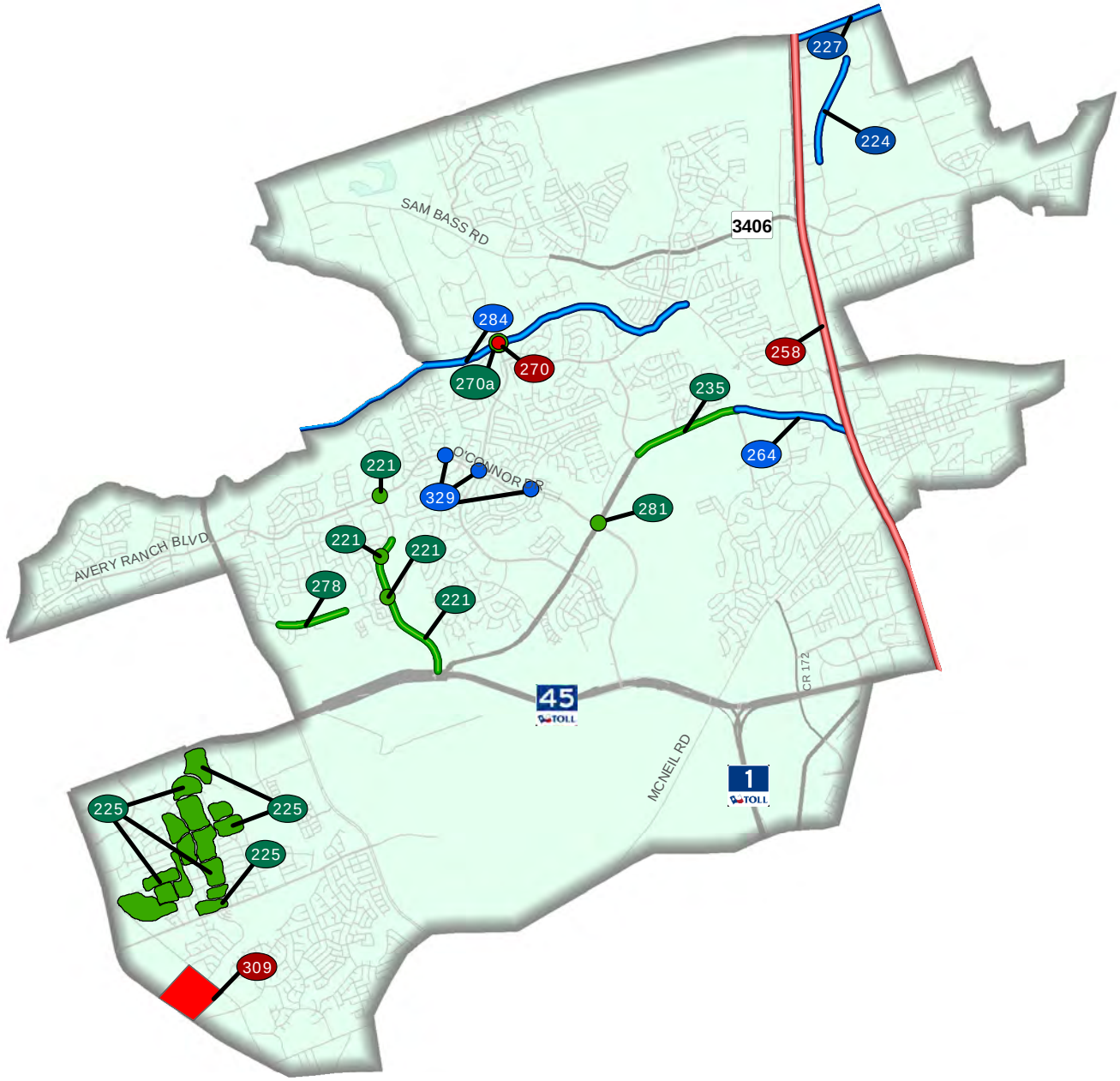
2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



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 Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221 Pearson Ranch Road and Iveans Way Pedestrian Crossing
221 Neenah Avenue and Pearson Ranch Road Traffic Signal
225 Forest North Drainage Improvements Phase 2
225 Forest North Drainage Improvements Phase 3 (Design)
225 Forest North Drainage Improvements Anderson Mill Zone
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
270a Great Oaks Drive Waterline Relocations
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620

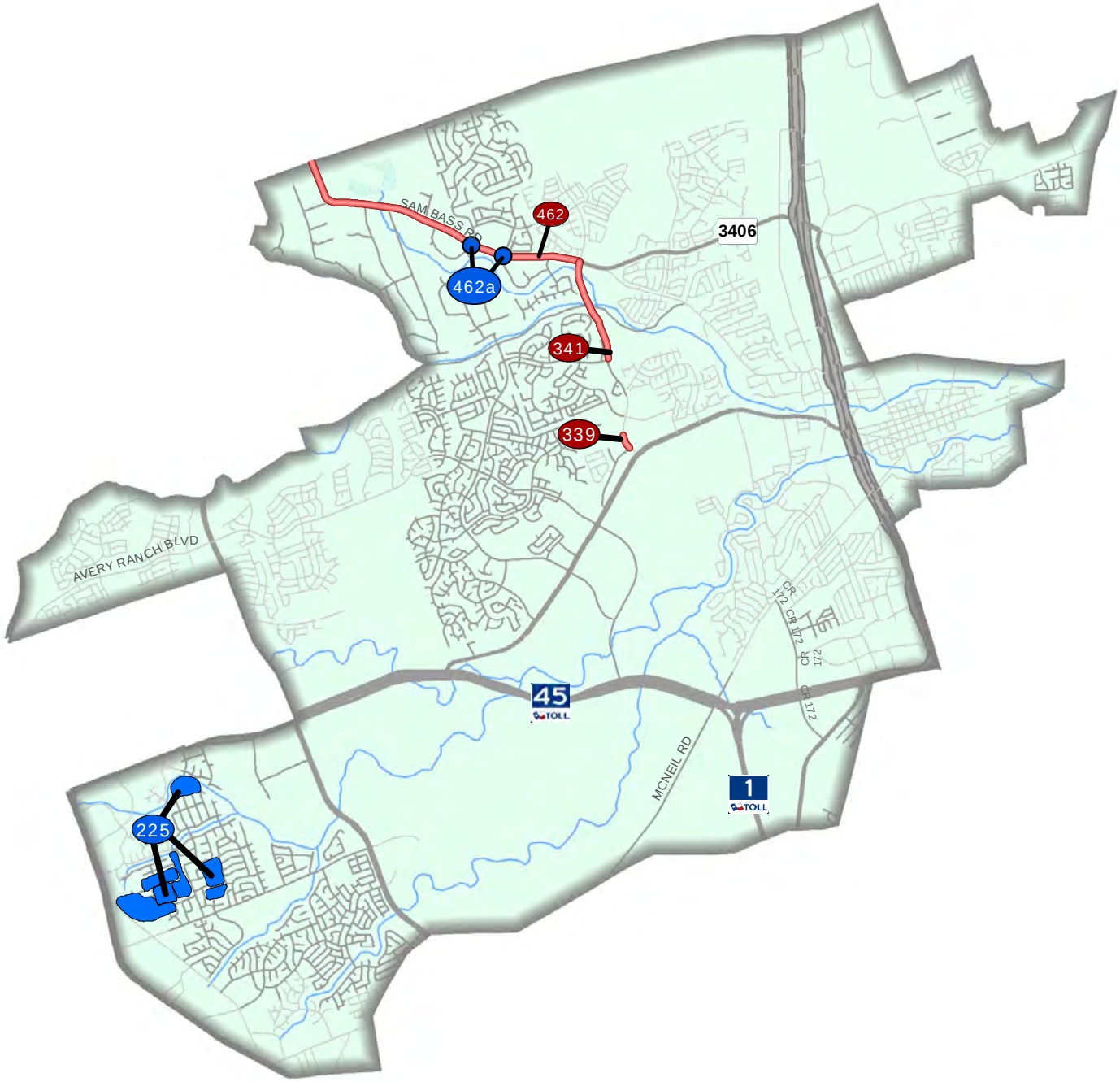
Under Construction/Bidding

224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
227 University Boulevard Widening (IH 35 to Sunrise Road)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

In Design

258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
270 Great Oaks Drive Bridge at Brushy Creek
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)

2019 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Under Construction/Bidding

225 Forest North Drainage Improvements Phase 3

462a Corridor H/Sam Bass Road Interim Traffic Signals

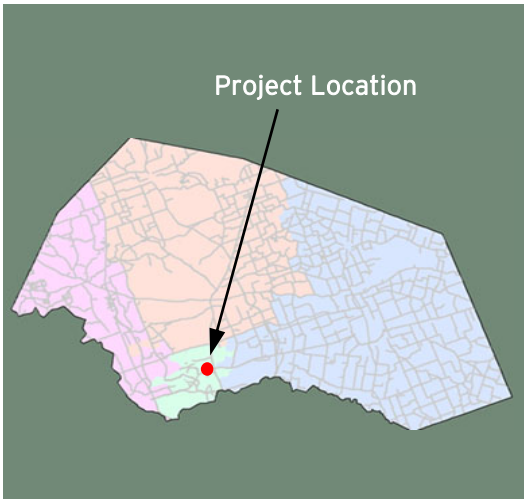
In Design

339 Wyoming Springs Intersection Improvements (At Smyers Lane)

341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)

462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)





North Mays Street Extension Phase 1
(Paloma Drive to Oakmont Drive)

Project Length: 1 mile
Roadway Classification: Arterial Collector

Project Schedule: January 2019 - December 2020
Estimated Construction Cost: $10.9 Million



NOVEMBER 2020 IN REVIEW

11/06/2020: Capital Excavation placed flexible base at the north tie-in of North Mays and on the new Oakmont Drive alignment. Curb and gutter was completed at the north tie-in and on Oakmont Drive. Subcontractor ESSI placed seed and soil retention blankets.

11/13/2020: Concrete was poured for the sidewalk on North Mays Street at the north end of the job and on westbound Oakmont Drive. The curb ramps were poured at the North Mays Street and Oakmont Drive intersection.

11/20/2020: Concrete was completed for the sidewalk. Driveways 3 and 4 were formed and poured on westbound Oakmont Drive. The curb wall on northbound North Mays Street at the north tie-in was formed and poured. Subcontractor Landscape America began building the rock wall on the backside of the sidewalk in front of the City of Round Rock Training Center.

11/27/2020: Riprap was poured over the water line at the north tie-in and around the drop inlet on northbound North Mays Street. The bridge clearance signs and the bolts for the illumination foundations were installed on the Chandler Branch Bridge. Subcontractor Landscape America completed building the rock wall in front of the City of Round Rock Training Center.



Design Engineer: LJA Engineering
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

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

Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019			410	0	410

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	23
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	12	30
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	14	38
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	20	45
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	27	53
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	51	60
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	59	68
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	63	75
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	66	82
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	69	90
13	2/1/2020	2/28/2020	28	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	71	97
14	3/1/2020	3/31/2020	31	$176,371.44	$7,094,276.06	$19,596.83	$788,252.90	72	104
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	76	112
16	5/1/2020	5/31/2020	31	$277,797.27	$7,767,549.49	$30,866.36	$863,061.05	79	119
17	6/1/2020	6/30/2020	30	$385,340.38	$8,152,889.87	$42,815.60	$905,876.65	83	127
18	7/1/2020	7/31/2020	31	$418,604.43	$8,571,494.30	$46,511.61	$952,388.26	87	134
19	8/1/2020	8/31/2020	31	$202,731.51	$8,774,225.81	$22,525.72	$974,913.98	90	142
20	9/1/2020	9/30/2020	30	$117,670.32	$8,891,896.13	$13,074.48	$987,988.46	91	149
21	10/1/2020	10/31/2020	31	$305,827.52	$9,197,723.65	$33,980.83	$1,021,969.29	94	157
22	11/1/2020	11/30/2020	30	$190,635.28	$9,388,358.93	$21,181.70	$1,043,150.99	96	164

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$ -

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Change Order Number	Approved	Cost This CO	Total COs
02	5/5/2020	$24,898.11	$ 24,898.11

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

Change Order Number	Approved	Cost This CO	Total COs
3	10/6/2020	$67,872.45	$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

Change Order Number	Approved	Cost This CO	Total COs
4	10/6/2020	$21,002.40	$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

Adjusted Price = $10,889,608.71

Great Oaks Water Line Relocations
Project No. 3185

Original Contract Price = $1,325,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
1/7/2020	2/4/2020	2/19/2020	2/24/2020	6/18/2020		60	0	60

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/24/2020	3/2/2020	8	$336,836.04	$336,836.04	$37,426.23	$37,426.23	25	13
2	3/2/2020	3/27/2020	26	$359,779.20	$696,615.24	$39,975.46	$77,401.69	52	57
3	3/28/2020	5/5/2020	39	$493,633.29	$1,190,248.53	$54,848.15	$132,249.84	88	122

11/27/2020 Comments - Substantial Completion was granted as of 6/18/20. The Cerificate of Completion has been issued.

Change Order Number	Approved	Cost This CO	Total COs
01	6/2/2020	$30,099.11	$ 30,099.11

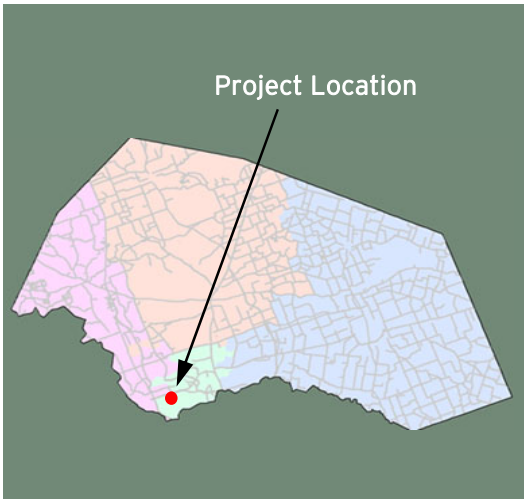
3F: County Convenience. Additional work desired by the County. This Change Order adds work to prevent bats from roosting under the Great Oaks Bridge over Brushy Creek. This item is being added to the project so that the work can be performed during the winter season.

Change Order Number	Approved	Cost This CO	Total COs
02	6/2/2020	$140,830.73	$ 170,929.84

4B: Third Party Accommodation. Third party requested work. This Change Order adds revisions to the Brushy Creek MUD water line design that did not make it into the original plans.

Adjusted Price = $1,495,929.84





Forest North Phase 3
(Residential Drainage of the Forest North subdivision)

Project Length: Residential Neighborhood
Roadway Classification: Drainage Improvements

Project Schedule: June 2020 - January 2022
Estimated Construction Cost: $4.8 Million



NOVEMBER 2020 IN REVIEW

11/06/2020: DeNucci Constructors installed the 8" City of Austin (COA) water line on Newberry Street in the Woodvale Zone. The installation of the 4'x3' box culvert and drop inlets were completed across Stillforest and installation of the 30" RCP and inlets on Norchester Court began.

11/13/2020: Installation continued on the 8" COA water line on Newberry Street in the Woodvale Zone. Excavation and placement of flexible base began in the COA water line trenches along Braes Valley Street.

11/20/2020: The 8" COA Water Line "C" and water service crossings on Newberry Street in the Woodvale Zone were completed. Installation of the 30" RCP and inlets along Broadmeade continued from Norchester Court to Barryknoll in the Norchester Zone. Excavation and placement of flexible base continued in the COA water line trenches in the Braes Valley Zone.

11/27/2020: The 8" COA Water Line "B" on Newberry Street in the Woodvale Zone was installed. Installation of the 30" and 24" RCP, drop inlets, and flowable fill backfill at crossings along Broadmeade were completed in the Norchester Zone. Driveway's #10a and #2 were excavated and poured, and the fence was installed along Perthshire Street in the Braes Valley Zone.



Design Engineer: K. Friese & Associates
Contractor: DeNucci Contractors
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

Forest North Phase 3
Project No. 3866

Original Contract Price = $4,793,058.15

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
4/23/2020	5/5/2020	6/1/2020	6/11/2020			600	0	600

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/11/2020	6/30/2020	20	$162,371.70	$162,371.70	$18,041.30	$18,041.30	4	3
2	7/1/2020	7/31/2020	31	$312,289.20	$474,660.90	$34,698.80	$52,740.10	11	9
3	8/1/2020	8/31/2020	31	$290,125.80	$764,786.70	$32,236.20	$84,976.30	18	14
4	9/1/2020	9/30/2020	30	$287,032.05	$1,051,818.75	$31,892.45	$116,868.75	24	19
5	10/1/2020	10/31/2020	31	$468,464.76	$1,520,283.51	$52,051.64	$168,920.39	35	24
6	11/1/2020	11/30/2020	30	$206,112.42	$1,726,395.93	$22,901.38	$191,821.77	40	29

Change Order Number	Approved	Cost This CO	Total COs
01	10/6/2020	$22,353.00	$ 22,353.00

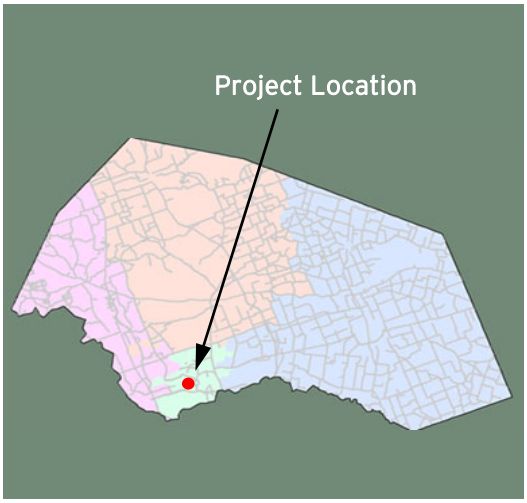
2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order makes various changes to the City of Austin (COA) water line layout on Perthshire Street and Broadmeade Avenue in the Braes Valley Zone. 4B: Third Party Accommodation. Third Party requesed work. The cost of this change order is being paid for by the City of Austin and they have reviewed and approved this revision and additional cost.

Change Order Number	Approved	Cost This CO	Total COs
02	10/6/2020	$5,019.92	$ 27,372.92

3F: County Convenience. Additional work desired by the County. This Change Order modifies the grate elevation of an existing drop inlet and regrades the ditches to improve drainage at 9615 Moorberry Street. The drop inlet was installed in a previous Forest North drainage improvement project.

Adjusted Price = $4,820,431.07





O'Connor Traffic Signals
(Morgan Hill, Great Oaks, and Liberty Walk Intersections)

Project Length: .1 miles
Roadway Classification: Residential Intersections

Project Schedule: October 2019 - January 2021
Estimated Construction Cost: $0.9 Million



NOVEMBER 2020 IN REVIEW

11/06/2020: Champion Infrastructure installed conduits and ground boxes behind curbs at the Great Oaks intersection. The controller pad at the northwest corner of the Great Oaks intersection was formed and poured. The replacement of curb and gutter and sidewalk continued at the Great Oaks intersection.

11/13/2020: Installation continued on the conduits and ground boxes behind curbs at the Great Oaks intersection. Replacement of curb and gutter and sidewalk continued at the Great Oaks intersection.

11/20/2020: Conduits and ground boxes and replacement of curb and gutter and sidewalk were completed at the Great Oaks intersection. The concrete foundation for the electric service pedestal at Great Oaks was formed.

11/27/2020: Concrete foundation for electric service pedestal were formed at the northeast corner of the Great Oaks intersection. The Contractor began laying out conduits and foundations and began preparing for open cutting conduit crossings at the Morgan Hill intersection.



Design Engineer: Kimley-Horn
Contractor: Champion Infrastructure
Construction Observation:
Clayton Weber / Feng Chen, HNTB

Williamson County
Road Bond Program

HNTB

O'Connor Traffic Signals
Project No. 1907-333

Original Contract Price = $853,503.50

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
8/20/2019	9/17/2020	10/3/2019	10/14/2019			210	0	210

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/1/2020	6/30/2020	30	$91,850.40	$91,850.40	$10,205.60	$10,205.60	11	14
2	7/1/2020	7/31/2020	31	$56,002.50	$147,852.90	$6,222.50	$16,428.10	18	29
3	8/1/2020	8/31/2020	31	$80,984.74	$228,837.64	$8,998.30	$25,426.40	28	44
4	9/1/2020	9/30/2020	30	$41,649.50	$270,487.14	$4,627.73	$30,054.13	33	58
5	10/1/2020	10/31/2020	31	$78,278.28	$348,765.42	$8,697.59	$38,751.72	43	73
6	11/1/2020	11/30/2020	30	$24,011.05	$372,776.47	$2,667.90	$41,419.62	46	87

Change Order Number	Approved	Cost This CO	Total COs
01	9/29/2020	$19,683.04	$ 19,683.04

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds a new item to compensate the Contractor for extra work to install conduit crossings via open-cut method and to repair storm sewer pipes that were damaged while attempting directional drilling. This Change Order also subtracts bid quantities for conduit items that will not be used at Liberty Walk intersection after switching to open-cut method.

Change Order Number	Approved	Cost This CO	Total COs
02	10/6/2020	$33,656.00	$ 53,339.04

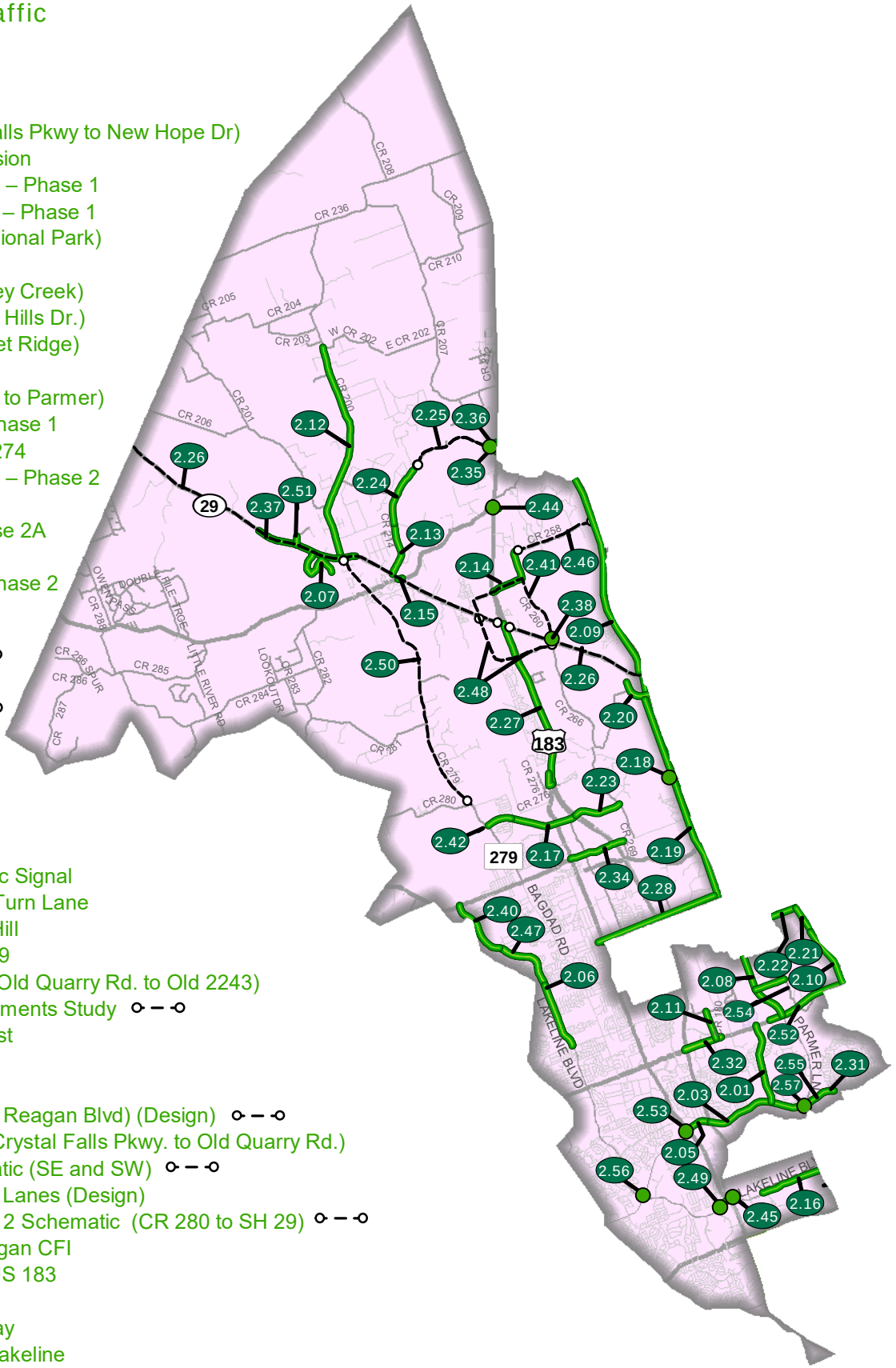
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order changes the method of construction from directional boring to open trenching for the installation of conduits under the existing roadway for the signals at the intersection of O'Connor Drive and Great Oaks Drive. This change in the method of construction was necessary due to the location of existing utilities within the right of way and in the roadway. To accommodate the open cut trench method, the designer changed the conduit from 2 - 3" and 1 - 2" conduits to 4 - 2" conduits. The conduit run equals approximately 300 feet and this change order adds an additional 2" run to the project, totalling 1200 linear feet. This Change Order also adds a new Force Account item to pay for off-duty police officers and vehicles for traffic control during open trenching operations at the Great Oaks and Morgan Hill intersections.

Adjusted Price = $906,842.54

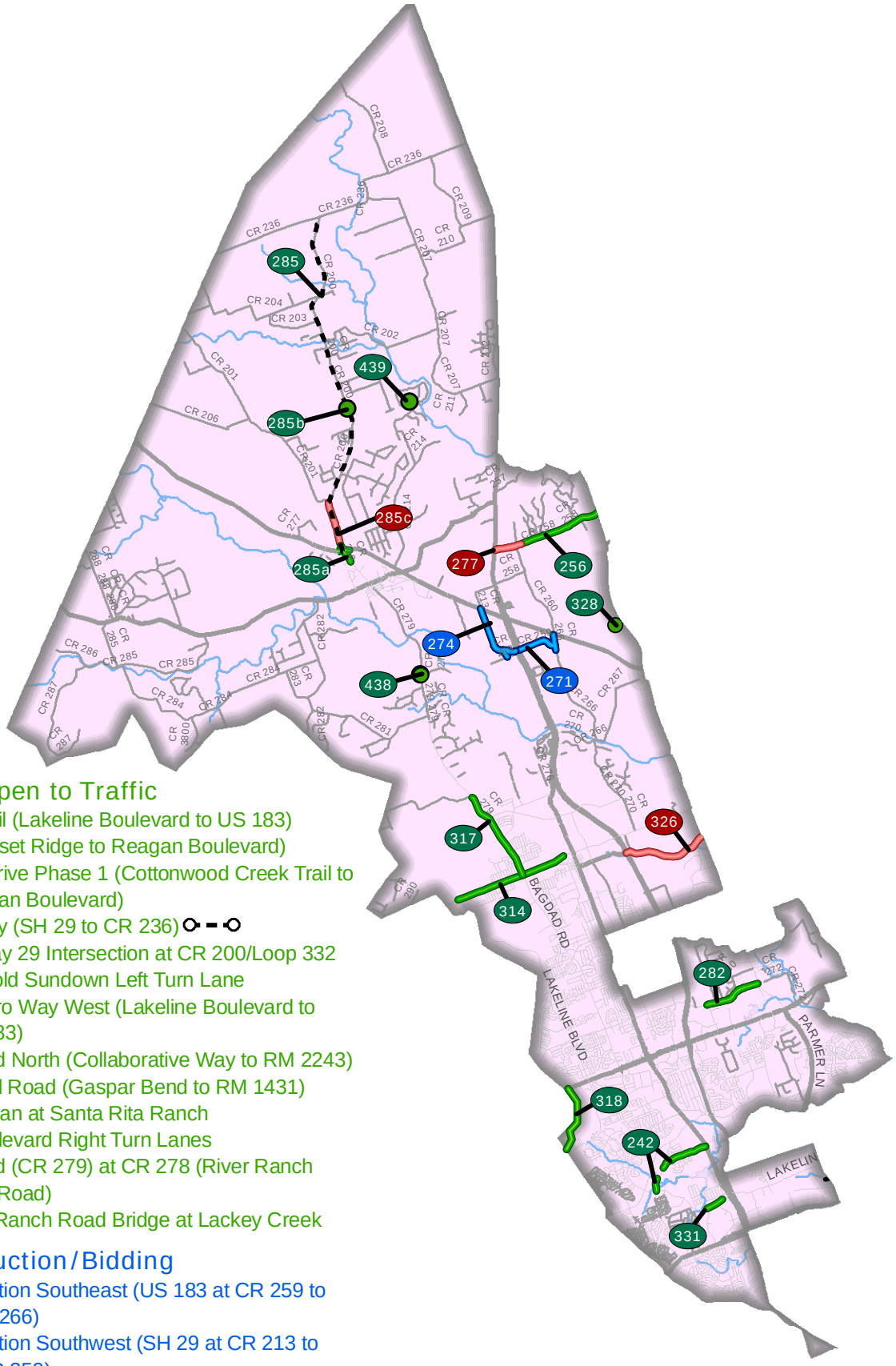
2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

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)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita Ranch
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

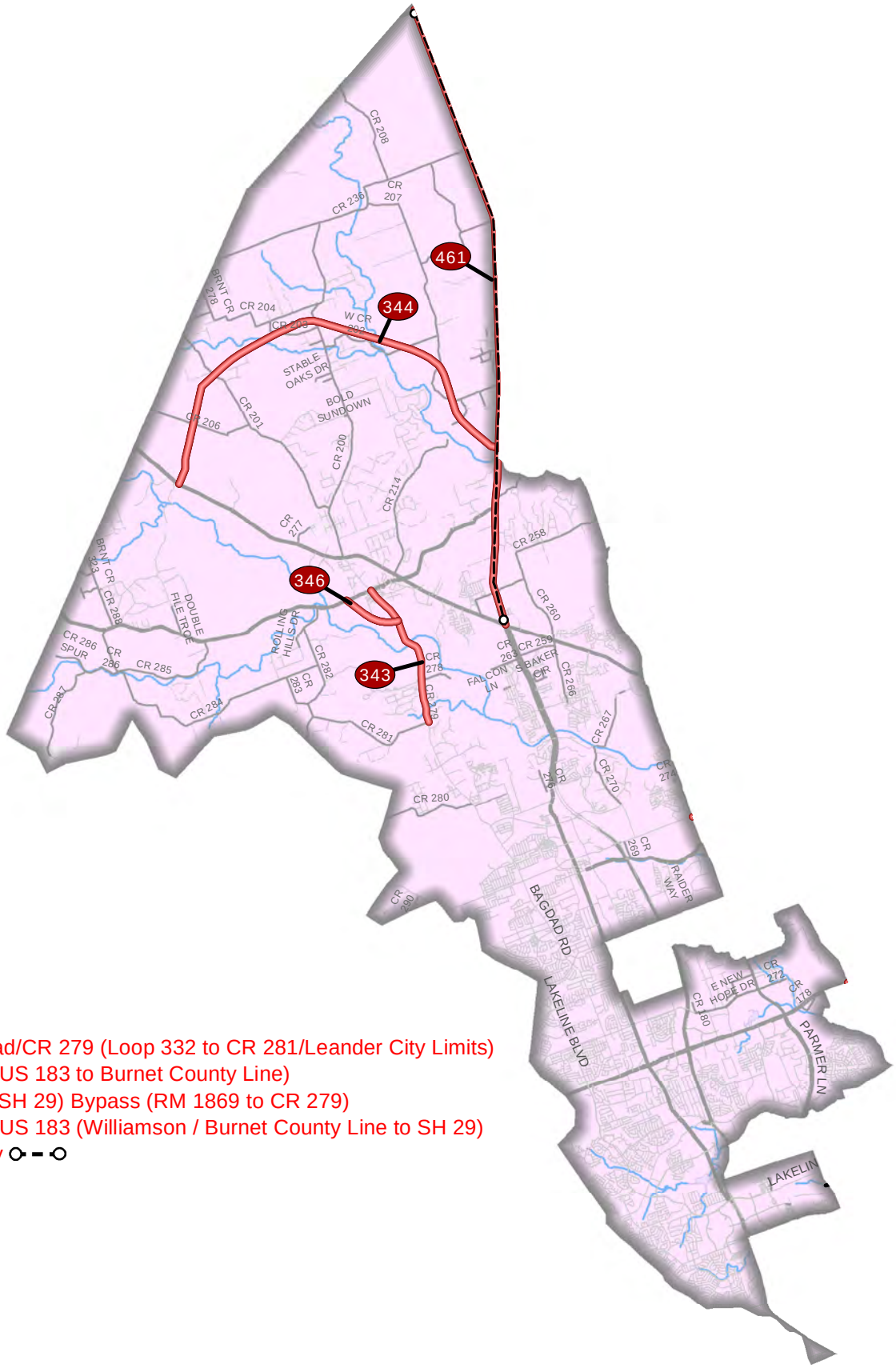
Under Construction/Bidding

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)

In Design

277 CR 258 Extension (US 183 to Sunset Ridge Drive)
285c CR 200 (CMTA Railroad to CR 201)
326 RM 2243 Realignment (183A to Southwest Bypass)

2019 Road Bond Program Projects
Precinct 2 - Commissioner Long



In Design

343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
344 Corridor I2 (US 183 to Burnet County Line)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
461 Corridor F / US 183 (Williamson / Burnet County Line to SH 29)
Traffic Study

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

Original Contract Price = $2,959,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
8/15/2018	9/11/2018	10/18/2018	10/28/2018	2/13/2020		480		480

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/28/2018	12/31/2018	65	$7,296.69	$7,296.69	$810.74	$810.74	0	14
2	1/1/2019	1/31/2019	31	$204,653.21	$211,949.90	$22,739.25	$23,549.99	8	20
3	2/1/2019	2/28/2019	28	$159,772.72	$371,722.62	$17,752.52	$41,302.51	14	26
4	3/1/2019	3/31/2019	31	$137,964.55	$509,687.17	$15,329.40	$56,631.91	20	32
5	4/1/2019	4/30/2019	30	$194,875.30	$704,562.47	$21,652.81	$78,284.72	27	39
6	5/1/2019	5/31/2019	31	$136,748.31	$841,310.78	$15,194.26	$93,478.98	33	45
7	6/1/2019	6/30/2019	30	$1,833.75	$843,144.53	$203.75	$93,682.73	33	51
8	7/1/2019	7/31/2019	31	$52,512.42	$895,656.95	$5,834.67	$99,517.40	35	58
9	8/1/2019	8/31/2019	31	$200,547.82	$1,096,204.77	$22,283.13	$121,800.53	43	64
10	9/1/2019	9/30/2019	30	$207,014.36	$1,303,219.13	$23,001.60	$144,802.13	51	70
11	10/1/2019	10/31/2019	31	$236,499.39	$1,539,718.52	$26,277.71	$171,079.84	60	77
12	11/1/2019	11/30/2019	30	$123,864.67	$1,663,583.19	$13,762.74	$184,842.58	65	83
13	12/1/2019	12/31/2019	31	$137,437.19	$1,801,020.38	$15,270.80	$200,113.38	70	90
14	1/1/2020	1/31/2020	31	$603,824.45	$2,404,844.83	$67,091.60	$267,204.98	93	96
15	2/1/2020	2/29/2020	14	$78,833.21	$2,483,678.04	$8,759.25	$275,964.23	96	99
16	3/1/2020	3/31/2020	0	$22,139.83	$2,505,817.87	$2,459.98	$278,424.21	97	99
17	4/1/2020	4/30/2020	0	$2,202.31	$2,508,020.18	$244.70	$278,668.91	97	99
18	5/1/2020	5/31/2020	0	$23,494.25	$2,531,514.43	$2,610.47	$281,279.38	98	99
19	6/1/2020	6/30/2020	0	$7,866.87	$2,539,381.30	$874.10	$282,153.48	99	99
20	7/1/2020	7/31/2020	0	$30,656.69	$2,570,037.99	$3,406.30	$285,559.78	100	99

11/27/2020 Comments - Awaiting grass growth.

Change Order Number	Approved	Cost This CO	Total COs
01	11/26/2019	$53,416.00	$ 53,416.00

1A: Design Error or Omission. Incorrect PS&E. This change order adds new bid items for the design revision to add a service meter to the 12" waterline. This change order also replaces the DR-18 waterline pipe called for in the plans with a DR-14 pipe inside the park. 3F: County Convenience. Additional work desired by the County. This change order adds new bid items for the connection of 12" waterline to the waterline installed by others at the west end of the park road, for additional tapping saddle for landscape irrigation, and 4" PVC sleeves under roadway for future irrigation and electrical needs in the park. This change order also replaces the Type 1 ground box with a Type D ground box for the communication line along the park road.

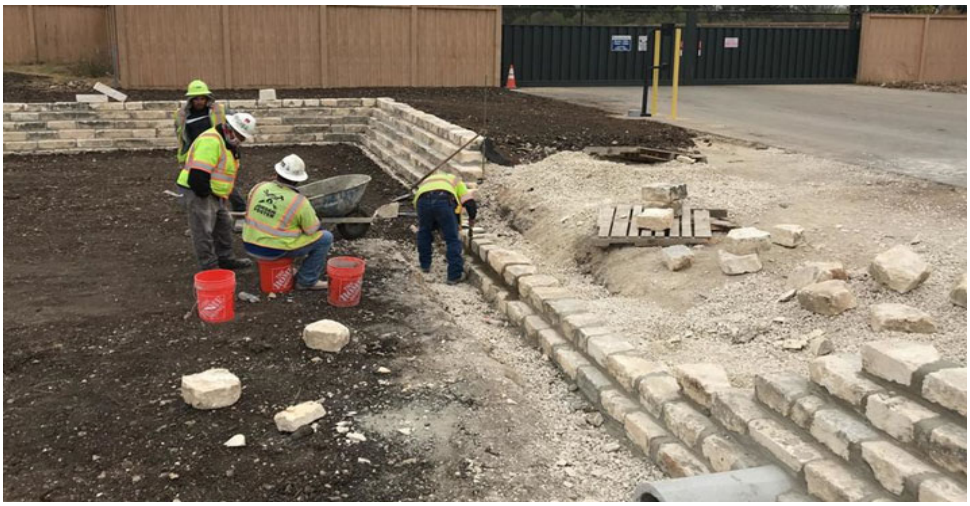
Change Order Number	Approved	Cost This CO	Total COs
02	5/19/2020	$7,944.11	$ 61,360.11

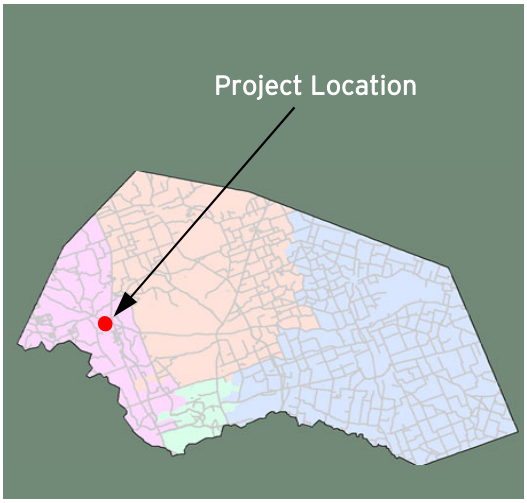
3F: County Convenience. Additional work desired by the County. This Change Order adds new property fence on the south side of the River Ranch Park Road to replace the existing old wire fence as requested by the County's Parks Department. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) This Change Order adjusts the quantities of Type D fencing and Type 1 gate as a result of addressing difference in site conditions. The proposed wire fence and gate on west side right of way in front of Highland Oaks subdivision is no longer needed. Also, the driveways at Sta 549+19 and 566+64 have recessed gates and do not require new gates to be installed.

Change Order Number	Approved	Cost This CO	Total COs
03	11/17/2020	-$158,852.09	$ (97,491.98)

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

Adjusted Price = $2,861,508.02





Seward Junction Improvements
(SH 29 to CR 266 & CR 266 South of 259 to SH 29)

Project Length: 2.9 Miles
Roadway Classification: Minor Urban Collector

Project Schedule: May 2019 - January 2021
Estimated Construction Cost: $13.7 Million



NOVEMBER 2020 IN REVIEW

11/06/2020: Southwest: Jordan Foster fine graded the final course of flexible base from SH 29 to 600' south of SH 29 and at the turn lane along eastbound SH 29. Subcontractor Texas Materials placed the prime coat, the 1" of Type D hot mix bond breaker on the finished flexible base, and the Type B hot mix on the turn lane along eastbound SH 29. **Southeast:** Subcontractor GK tied steel for the eastbound lane near PEC and the northbound lane on CR 266 in preparation for concrete pavement. The ditch was excavated along the west side of CR 266 at the south end of the project.

11/20/2020: Southwest: Subcontractor GK completed tying steel for the center turn lane across old Tx Materials driveway. Jordan Foster placed 500' of concrete for the reinforced concrete pavement (CRCP) on the northbound lane. The center turn lane and a portion of the radii at SH 29 tie-in were formed and poured. **Southeast:** The Contractor excavated the subgrade at the south end of CR 266. Subcontractor Tx Materials placed the 8" of Ty B hot mix asphalt for the CR 266 tie-in to the CRCP and the temporary hot mix asphalt for the driveway at the gas station near northbound US 183. **US 183 Crossover:** Subcontractor Austin Traffic Signal set the ground boxes and formed for the concrete aprons. **PEC Pond:** The Contractor continued to build the masonry stone wall in the big pond. The walls were backfilled.



Design Engineer: K Friese and Aguirre & Fields
Contractor: Jordan Foster Construction
Construction Observation:
Steven Shull / Feng Chen, HNTB

Williamson County
Road Bond Program

HNTB

Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282

Original Contract Price = $13,270,258.10

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
12/19/2018	3/5/2019	4/22/2019	5/2/2019			540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/2/2019	6/30/2019	60	$1,138,506.71	$1,138,506.71	$126,500.75	$126,500.75	9	11
2	7/1/2019	7/31/2019	31	$900,193.70	$2,038,700.41	$100,021.52	$226,522.27	17	17
3	8/1/2019	8/31/2019	31	$500,440.00	$2,539,140.41	$55,604.44	$282,126.71	21	23
4	9/1/2019	9/30/2019	30	$781,187.35	$3,320,327.76	$86,798.60	$368,925.31	27	28
5	10/1/2019	10/31/2019	31	$629,436.02	$3,949,763.78	$69,937.33	$438,862.64	32	34
6	11/1/2019	11/30/2019	30	$278,357.53	$4,228,121.31	$30,928.62	$469,791.26	34	39
7	12/1/2019	12/31/2019	31	$499,295.12	$4,727,416.43	$55,477.23	$525,268.49	38	45
8	1/1/2020	1/31/2020	31	$507,587.04	$5,235,003.47	$56,398.56	$581,667.05	42	51
9	2/1/2020	2/29/2020	29	$495,830.37	$5,730,833.84	$55,092.26	$636,759.31	47	56
10	3/1/2020	3/31/2020	31	$1,495,940.26	$7,226,774.10	-$256,402.78	$380,356.53	56	62
11	4/1/2020	4/30/2020	30	$925,168.98	$8,151,943.08	$48,693.11	$429,049.64	63	68
12	5/1/2020	5/31/2020	31	$751,064.06	$8,903,007.14	$39,529.68	$468,579.32	68	73
13	6/1/2020	6/30/2020	30	$728,210.17	$9,631,217.31	$38,326.85	$506,906.17	74	79
14	7/1/2020	7/31/2020	31	$418,630.14	$10,049,847.45	$22,033.17	$528,939.34	77	85
15	8/1/2020	8/31/2020	31	$266,456.21	$10,316,303.66	$14,024.01	$542,963.35	79	90
16	9/1/2020	9/30/2020	30	$216,227.68	$10,532,531.34	$11,380.40	$554,343.75	81	96
17	10/1/2020	10/31/2020	31	$121,663.91	$10,654,195.25	$6,403.38	$560,747.13	82	102
18	11/1/2020	11/30/2020	30	$386,714.54	$11,040,909.79	$20,353.38	$581,100.51	85	107

Change Order Number	Approved	Cost This CO	Total COs
01	2/28/2020	$112,306.36	$ 112,306.36

1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$9,946.75	$ 122,253.11

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a pay item to adjust existing manholes located within the ROW to match finish grade. The manholes are on the existing LCRA line that runs through the project. The manholes were shown in the plans but a bid item to cover the cost of the adjustments to these manholes were not included in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$3,372.67	$ 125,625.78

2G: Differing Site Conditions (Unforseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to lower an existing wastewater line that is in conflict with the proposed driveway culvert located on CR 266 approximately 500 feet south of the SH 29 intersection on the east side of the roadway. The location of the line was not identified in the plans and the Contractor damaged the line while excavating for the driveway culvert. This work is located in the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2020	$17,647.04	$ 143,272.82

2J: Differing Site Conditions (unforeseeable). Other. This Change Order adds Work Zone Pavement Mark Removeable pay items to the contract. The plans included Work Zone Pavement Mark Non-Removeable items that worked with the asphalt pavement section. Since the roadway is concrete paving, Work Zone Pavement Mark Removeable items needed to be added for the different phases and traffic switches called for in the plans. This applies to the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
05	8/4/2020	$272,222.65	$ 415,495.47

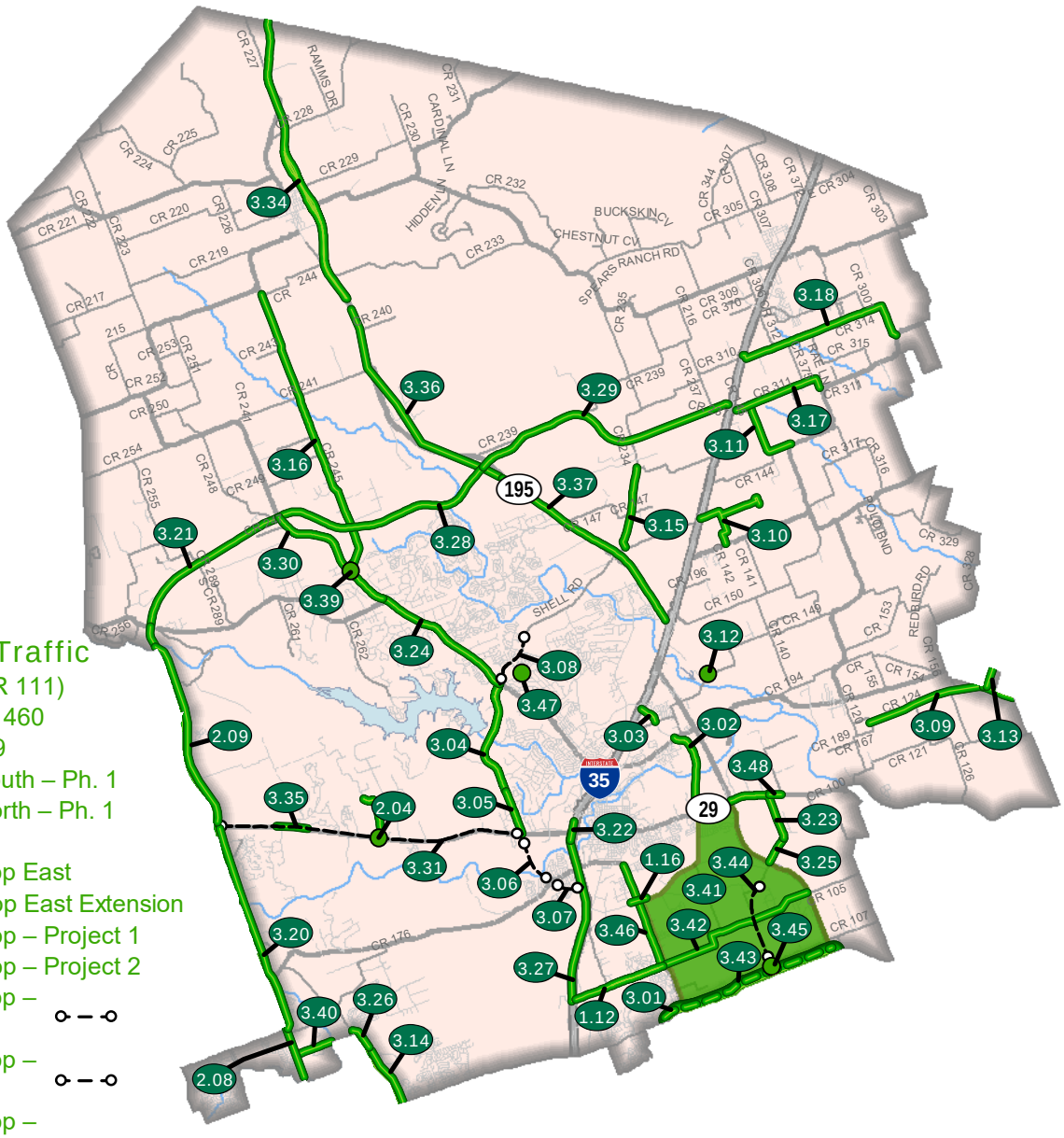
2G: Differing Site Conditions (Unforseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities are necessary because the existing lines are in conflict with the proposed construction at the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

Change Order Number	Approved	Cost This CO	Total COs
06	10/6/2020	$681.04	$ 416,176.51

2C: Differing Site Conditions (unforseable) New development (conditions changing after PS&E completed). This Change Order adds the latest Guardrail End Treatment (MSKT) standard to the contract. 2E: Differeing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds work to extend a storm sewer pipe, revises the slope on some SET's from 4:1 to 3:1 (RFI 28), due to a change in the PGL of the roadway. A pipe underdrain system was added to the contract to address groundwater encountered during construction of the roadway (RFI #29). Construction Exit items that were not used on the project were deleted from the contract. This Change Order is for work in the Southeast portion of the project.

Adjusted Price = $13,686,434.61

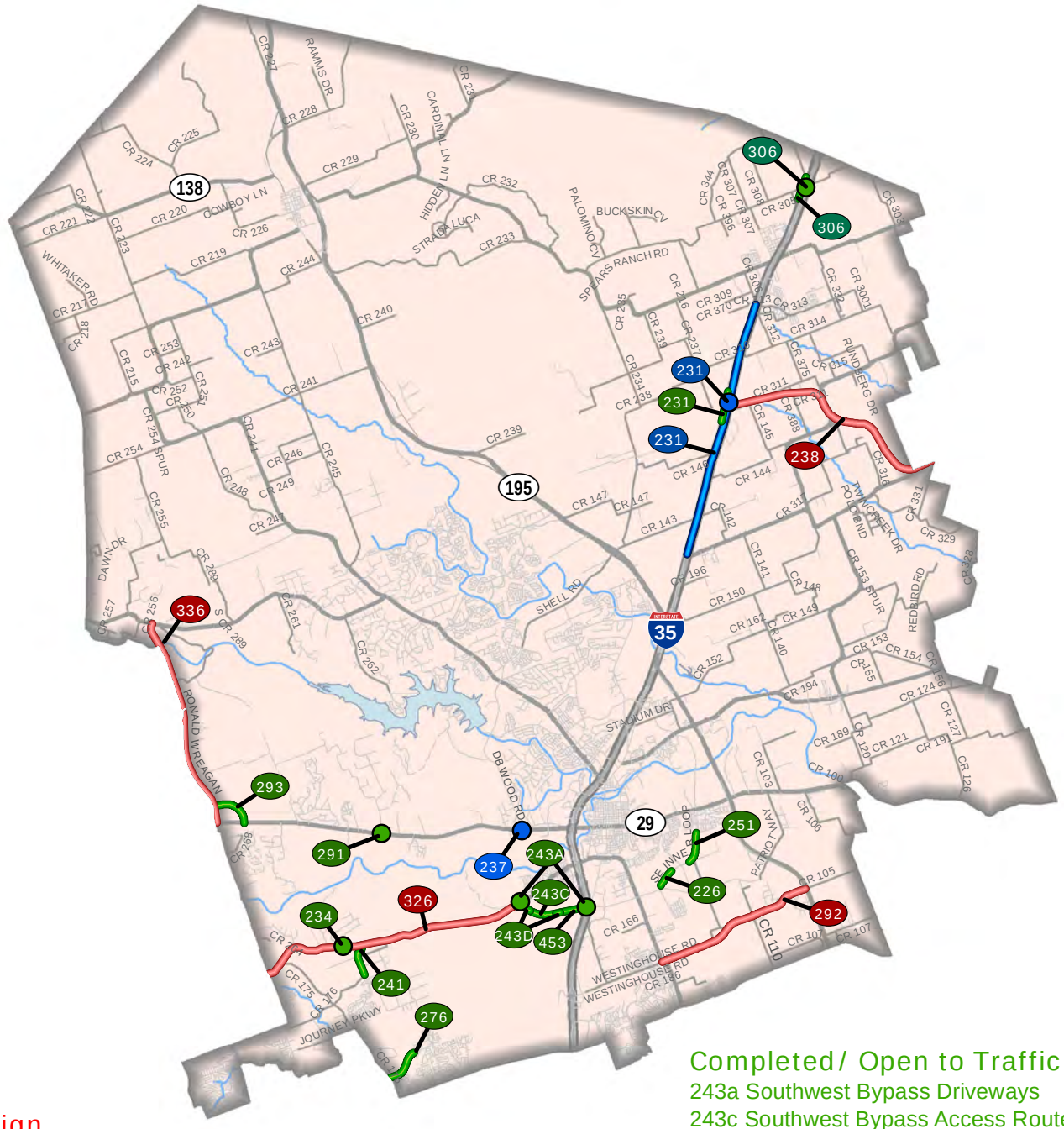
2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



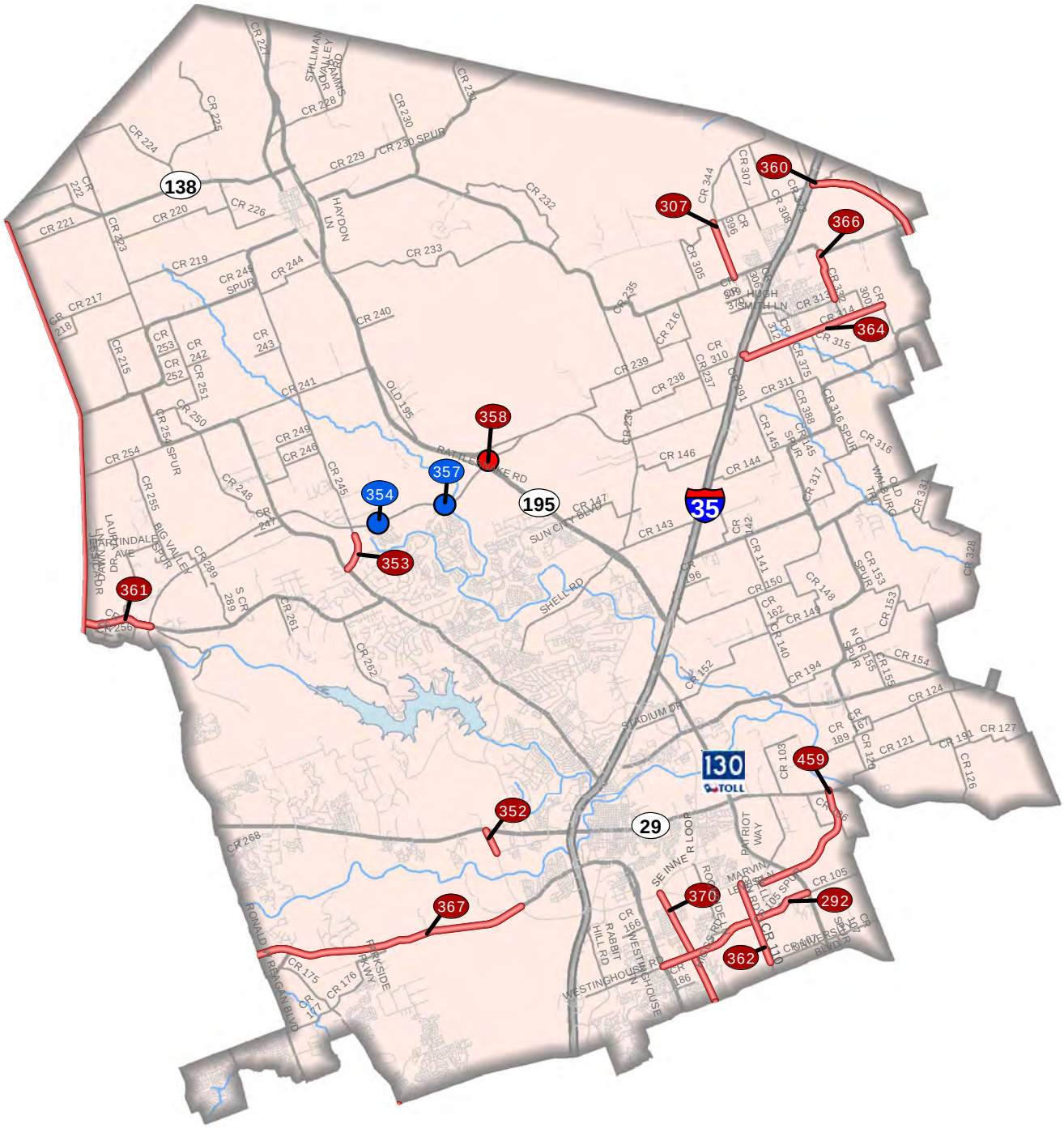
Completed / Open to Traffic

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



2019 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
307 Bud Stockton Extension (CR 305 to FM 487)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
358 SH 195 at Ronald Reagan Boulevard
360 Corridor E5 (Ronald Reagan Extension/Corridor D to IH 35/CR 305)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
362 CR 110 North (CR 107 to Patriot Way/Sam Houston Avenue)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
367 RM 2243 (Ronald Reagan Boulevard to Southwest Bypass)
370 MoKan (Georgetown Inner Loop to University Boulevard)
459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)

Under Construction/Bidding

354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard

CR 176 at RM 2243 (RM 2243 at Parkside Parkway)
Project No. 1901-285

Original Contract Price = $2,447,560.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
1/8/2019	3/26/2019	7/26/2019	8/5/2019	10/15/2020			229	60	289

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/5/2019	8/7/2019	3	$72,005.40	$72,005.40	$8,000.60	$8,000.60	3	1
2	8/8/2019	8/31/2019	24	$182,903.40	$254,908.80	$20,322.60	$28,323.20	10	9
3	9/1/2019	9/30/2019	30	$256,030.43	$510,939.23	$28,447.83	$56,771.03	19	20
4	10/1/2019	10/31/2019	31	$404,602.62	$915,541.85	$44,955.84	$101,726.87	34	30
5	11/1/2019	11/30/2019	30	$172,401.65	$1,087,943.50	$19,155.74	$120,882.61	41	41
6	12/1/2019	12/31/2019	31	$49,862.16	$1,137,805.66	$5,540.24	$126,422.85	43	52
7	1/1/2020	1/31/2020	31	$4,983.70	$1,142,789.36	$553.75	$126,976.60	43	62
8	2/1/2020	2/29/2020	29	$350,483.90	$1,493,273.26	-$48,383.27	$78,593.33	53	72
9	3/1/2020	3/31/2020	31	$148,264.69	$1,641,537.95	$7,803.40	$86,396.73	58	83
10	4/1/2020	4/30/2020	30	$232,512.45	$1,874,050.40	$12,237.50	$98,634.23	66	93
11	5/1/2020	5/31/2020	31	$20,527.25	$1,894,577.65	$1,080.38	$99,714.61	67	104
12	6/1/2020	6/30/2020	30	$239,695.54	$2,134,273.19	$12,615.56	$112,330.17	76	115
13	7/1/2020	7/31/2020	31	$32,529.38	$2,166,802.57	$1,712.07	$114,042.24	77	125
14	8/1/2020	8/31/2020	31	$40,322.75	$2,207,125.32	$2,122.25	$116,164.49	78	136
15	9/1/2020	9/30/2020	30	$162,165.00	$2,369,290.32	$8,535.00	$124,699.49	84	146
16	10/1/2020	10/31/2020	31	$227,976.42	$2,597,266.74	$11,998.76	$136,698.25	92	157
17	11/1/2020	11/30/2020	30	$1,839.00	$2,599,105.74	$96.79	$136,795.04	92	167

Change Order Number	Approved	Cost This CO	Total COs
01	12/17/2019	$208,869.67	$ 208,869.67

4B: Third Party Accommodation. Third party requested work. This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$63,776.63	$ 272,646.30

3F: County Convenience. Additional work desired by the County. This Change Order adds various items of work to the contract, including: removal of an existing driveway, a mail box turnout, a pedestrian curb ramp, wire mesh fencing and gates, realigns a ditch to improve drainage, widens driveway radii, water pumping, storm sewer pipe and safety end treatments at a driveway and milling of asphalt on RM 2243. 2E: County Convenience. Differing site conditions. Miscellaneous difference in site condition (unforeseeable). This change order compensates the contractor for work necessary to find the existing cave and removes a driveway along RM 2243 that was constructed before the job started and not addressed in the plans.

Change Order Number	Approved	Cost This CO	Total COs
03	8/4/2020	($204,858.75)	$ 67,787.55

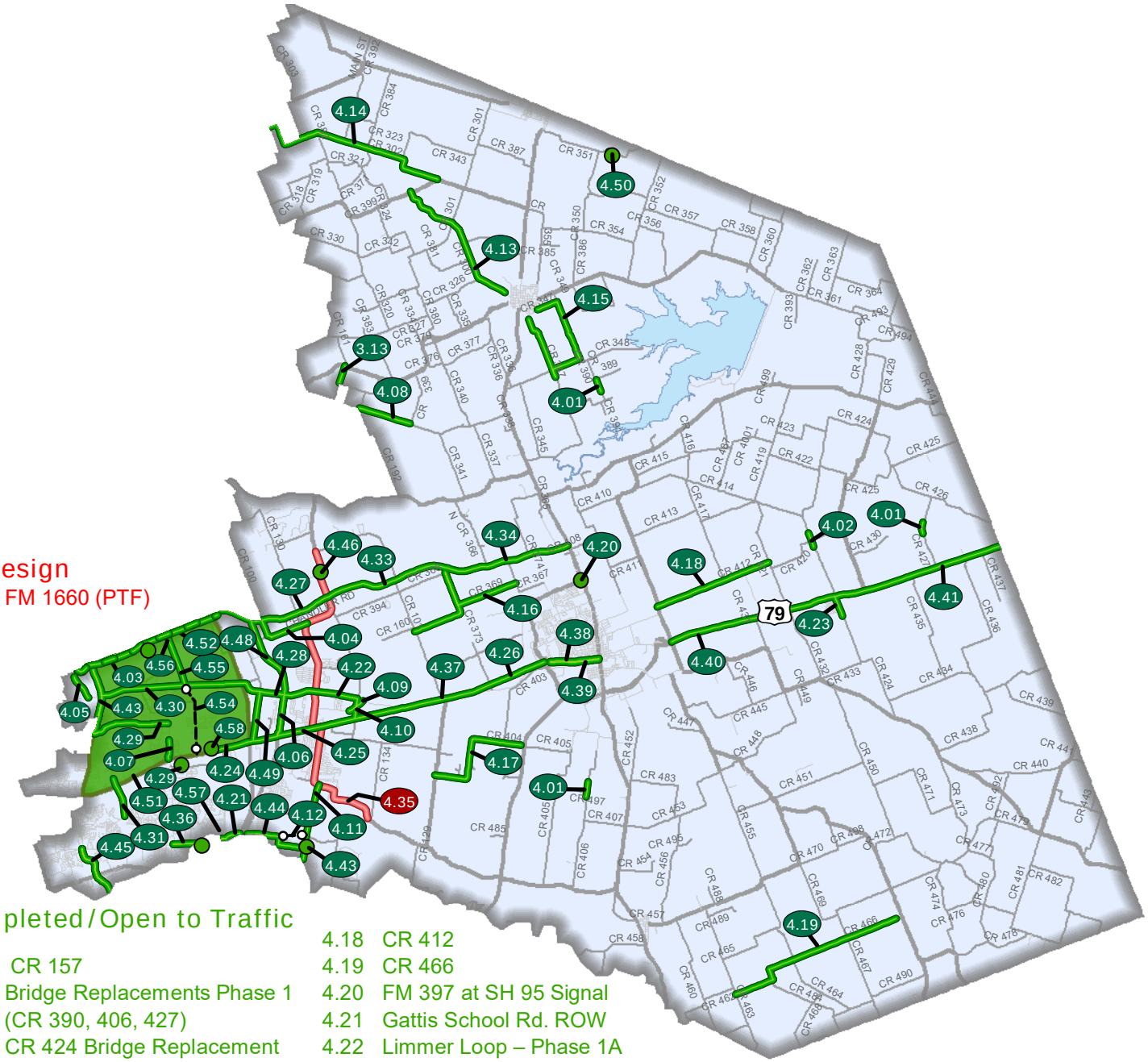
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforseeable). This Change Order deletes the quantity for Item 162 Mulch Topdressing and Items 260 related to the Lime Treated Subgrade. The Contractor was able to salvage high quality topsoil from the project limits and reuse that material on the final project. The topsoil used did not require the addition of mulch to establish vegetation or prevent erosion. The Lime Treated Subgrade items were deleted due to the high quality of existing material encountered at subgrade elevation. Lab testing determined that the existing material contained a low enough PI that lime treatment of the subgrde was not necessary.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2020	$452,885.58	$ 520,673.13

3F: County Convenience. Additional work desired by the County. This Change Order adds a Shared Use Path to (SUP) the project at the request of the County. The path extends from RM 2243 (Leander Road) to CR 176 and is located along the west right of way. The SUP required a pedestrian crossing of Parkside

Adjusted Price = $2,968,233.13

2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



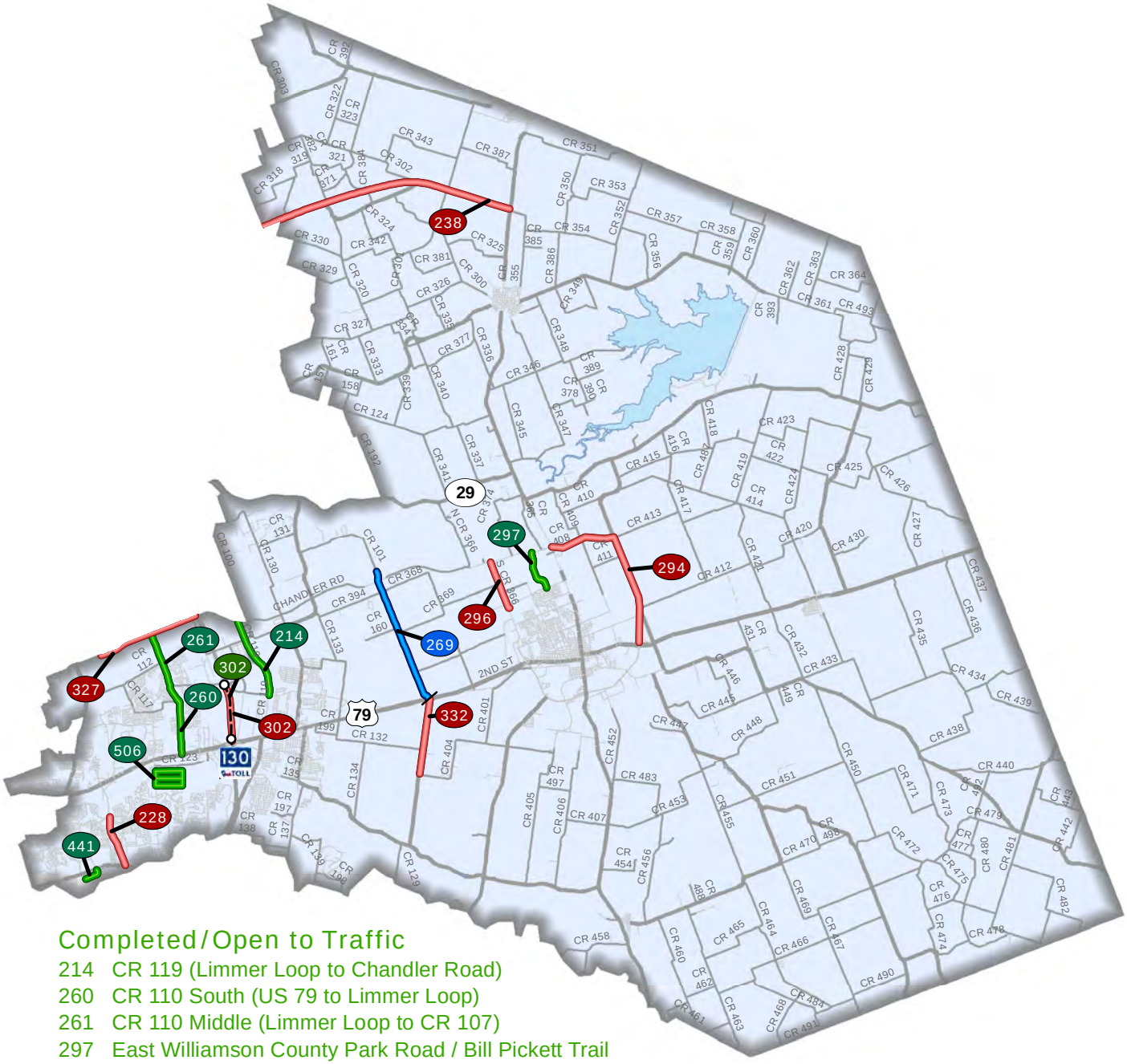
In Design

4.35 FM 1660 (PTF)

Completed / Open to Traffic

3.13 CR 157
4.01 Bridge Replacements Phase 1 (CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
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)
4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
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
4.54 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)
261 CR 110 Middle (Limmer Loop to CR 107)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302 SH 130 Traffic Study
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)
506 Oak Bluff and Greenfield Drainage Improvements

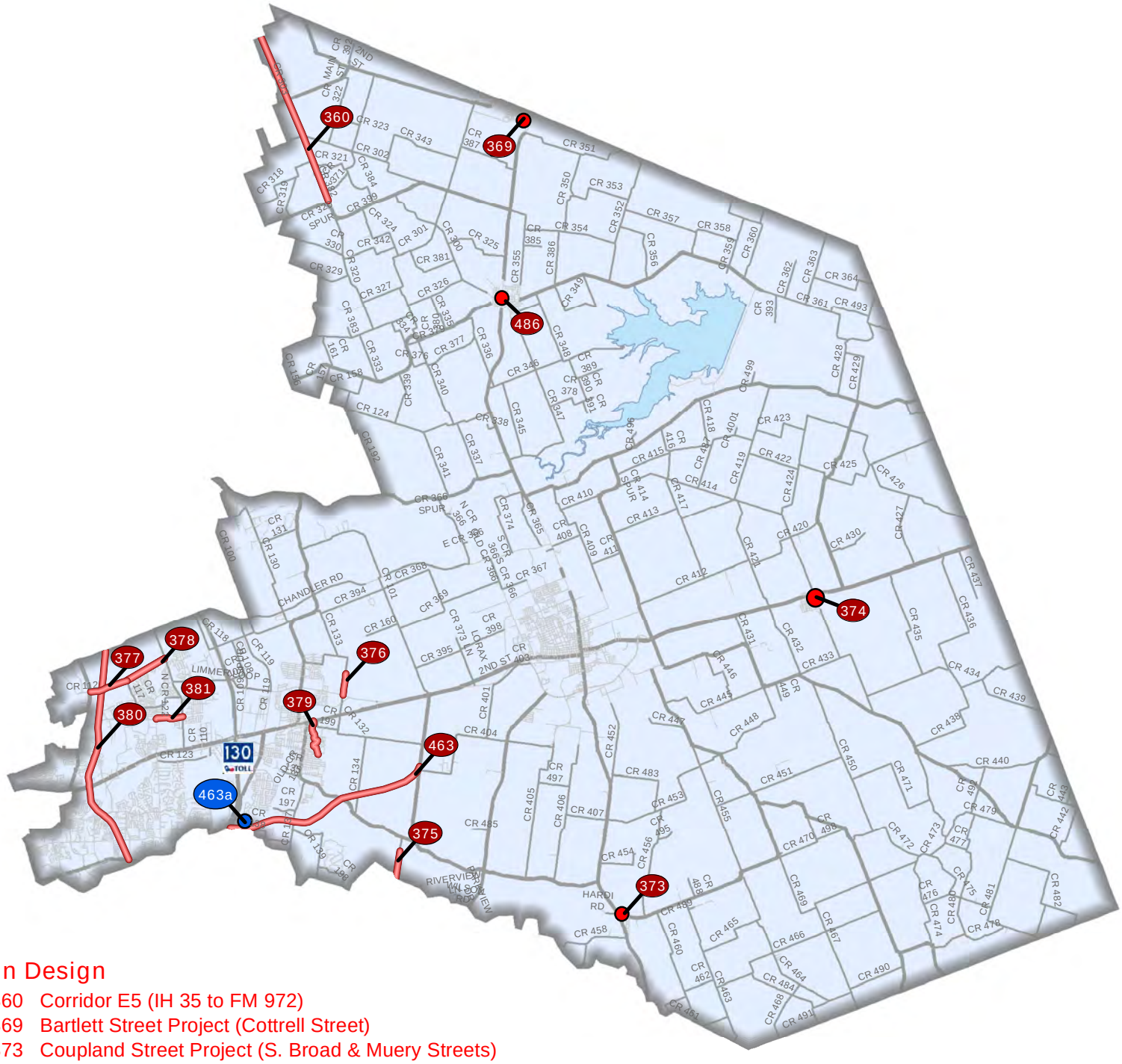
Under Construction/Bidding

269 CR 101 (US 79 to North of Chandler Road)

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)
294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
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)
332 FM 3349/US 79 Interchange

2019 Road Bond Program Projects
Precinct 4 - Commissioner Boles



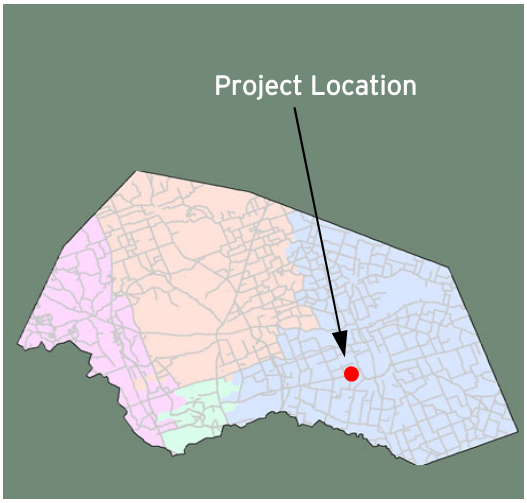
In Design

360 Corridor E5 (IH 35 to FM 972)
369 Bartlett Street Project (Cottrell Street)
373 Coupland Street Project (S. Broad & Muery Streets)
374 Thrall Street Project - S Bounds Street
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
379 Cottonwood Creek Drainage Improvements
380 MoKan (University Boulevard to SH 45)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
463 Southeast Loop (Corridor E1) (CR 138 to CR 137)
486 Granger Project - Davilla Street Culvert

Under Construction/Bidding

463a Southeast Loop (Corridor E1) Demolition Phase 1





CR 110 Middle
(Limmer Loop to CR 107)

Project Length: 2.2 Miles
Roadway Classification: Urban Arterial

Project Schedule: May 2019 -November 2020
Estimated Construction Cost: $9.0 Million



NOVEMBER 2020 IN REVIEW

11/06/2020: James Construction continued general clean up throughout the project. The sidewalk on DeSoto Loop north and south was removed. Subcontractor Flasher striped arrows, words and 24" stop bars at CR 110 and Limmer Loop. Subcontractor RSI installed small signs and relocated mailboxes. Substantial Completion was requested as of 10/20/20.

11/13/2020: The new Jonah water line was chlorinated. Subcontractor RSI seeded, fertilized and placed soil retention blankets on the east side of project. Subcontractor Elite Concrete placed sidewalk and handicap ramps at DeSoto Loop north and south and replacement sidewalk at Toscana Trace. Subcontractor Texas Materials milled and placed Type D asphalt on University Boulevard, east of CR 110. Subcontractor Austin Traffic Signal located electrical ground boxes buried by James Construction.

11/20/2020: Water line tie ins were made at the Storage Unit, Toscana Trace and Builders First. A Notice of Substantial Completion has been issued to the Contractor.

11/27/2020: Water line tie ins continued at the Storage Unit, Toscana Trace and Builders First.



Design Engineer: Kimley Horn
Contractor: James Construction
Construction Observation:
Dave Thomas, HNTB

Williamson County
Road Bond Program

HNTB

CR 110 Middle (Limmer Loop to CR 107)
Project No. 1809-261

Original Contract Price = $8,910,862.73

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
12/14/2018	2/5/2019	4/26/2019	5/6/2019	10/20/2020		390		390

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/6/2019	5/31/2019	26	$719,064.06	$719,064.06	$79,896.01	$79,896.01	9	7
2	6/1/2019	6/30/2019	30	$327,805.09	$1,046,869.15	$36,422.78	$116,318.79	13	14
3	7/1/2019	7/31/2019	31	$406,884.79	$1,453,753.94	$45,209.43	$161,528.22	18	22
4	8/1/2019	8/31/2019	31	$391,244.33	$1,844,998.27	$43,471.59	$204,999.81	23	30
5	9/1/2019	9/30/2019	30	$88,385.54	$1,933,383.81	$9,820.61	$214,820.42	24	38
6	10/1/2019	10/31/2019	31	$295,167.52	$2,228,551.33	$32,796.39	$247,616.81	27	46
7	11/1/2019	11/30/2019	30	$424,033.35	$2,652,584.68	$47,114.82	$294,731.63	33	54
8	12/1/2019	12/31/2019	31	$511,268.18	$3,163,852.86	$56,807.57	$351,539.20	39	62
9	1/1/2020	1/31/2020	31	$385,342.62	$3,549,195.48	$42,815.85	$394,355.05	44	69
10	2/1/2020	2/29/2020	29	$514,688.36	$4,063,883.84	$57,187.60	$451,542.65	50	77
11	3/1/2020	3/31/2020	31	$344,124.14	$4,408,007.98	$38,236.01	$489,778.66	54	85
12	4/1/2020	4/19/2020	19	$293,737.21	$4,701,745.19	$32,637.47	$522,416.13	58	90
13	4/20/2020	5/19/2020	30	$277,306.64	$4,979,051.83	$30,811.87	$553,228.00	61	97
14	5/20/2020	6/24/2020	36	$726,652.00	$5,705,703.83	$80,739.12	$633,967.12	70	107
15	6/25/2020	7/25/2020	31	$410,122.34	$6,115,826.17	$45,569.15	$679,536.27	75	115
16	7/26/2020	8/25/2020	31	$254,747.98	$6,370,574.15	$28,305.33	$707,841.60	78	123
17	8/26/2020	9/23/2020	29	$111,839.24	$6,482,413.39	$12,426.58	$720,268.18	80	130
18	9/24/2020	10/25/2020	32	$962,394.02	$7,444,807.41	-$568,333.33	$151,934.85	84	138
19	10/26/2020	11/25/2020	31	$88,804.62	$7,533,612.03	$1,812.34	$153,747.19	85	146

Change Order Number	Approved	Cost This CO	Total COs
01	10/8/2019	$66,291.83	$ 66,291.83

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

Change Order Number	Approved	Cost This CO	Total COs
02	12/17/2019	$31,881.14	$ 98,172.97

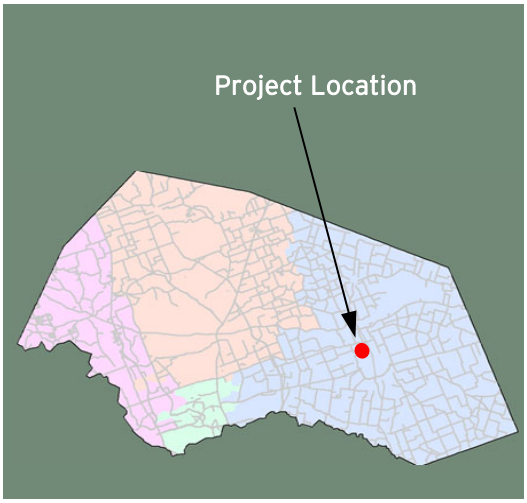
2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer.

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$10,419.60	$ 108,592.57

3F: County Convenience. Additional work desired by the County. This Change Order adds Traffic Control Phase 2 Step 2 to the project. This step consists of shifting traffic from the existing lanes to the new lanes f rom just south of CR 112 to the north end of the project.

Adjusted Price = $9,019,455.30





CR 101
(US 79 to north of Chandler Road)

Project Length: 3.8 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2020 - October 2021
Estimated Construction Cost: $13 Million



NOVEMBER 2020 IN REVIEW

11/06/2020: James Construction formed and poured Columns 4 and 5 on Bent 2 and Columns 1-5 on Bent 3 of the bridge at the South Fork of Mustang Creek. Concrete was poured for three walls on the bridge class culvert at the North Fork of Mustang Creek. Subcontractor Fuquay placed seed and soil retention blanket in the ditch line.

11/13/2020: Subgrade was lime-treated the south end of the project. The cap on Bent 2 of the bridge was formed and embankment was placed for the south abutment of the bridge at the South Fork of Mustang Creek. The low-profile traffic barrier was placed on the east side of CR 101.

11/20/2020: Embankment was placed on the north side of Culvert 4. The caps on Bent 2, Abutment 1, and Abutment 4 of the bridge were formed and poured at the South Fork of Mustang Creek. The last two walls were formed and poured on the bridge class culvert at the North Fork of Mustang Creek.

11/27/2020: The first lift of flexible base was placed from the north side of the South Fork of Mustang Creek to CR 368. The forms were removed from Abutment 4 of the bridge at the South Fork of Mustang Creek. The deck was formed at the bridge class culvert at the North Fork of Mustang Creek.



Design Engineer: BGE, Inc.
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

CR 101 (US 79 to Chandler Road)
Project No. 2138

Original Contract Price = $13,092,842.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
10/9/2019	11/5/2019	6/26/2020	7/6/2020				540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/6/2020	7/25/2020	20	$366,881.43	$366,881.43	$40,764.60	$40,764.60	3	4
2	7/26/2020	8/30/2020	36	$2,072,374.48	$2,439,255.91	$230,263.83	$271,028.43	21	10
3	9/1/2020	9/23/2020	23	$66,831.99	$2,506,087.90	$7,425.78	$278,454.21	21	15
4	9/24/2020	10/25/2020	32	$531,044.64	$3,037,132.54	$59,004.96	$337,459.17	26	21
5	10/26/2020	11/29/2020	35	$424,017.35	$3,461,149.89	$47,113.04	$384,572.21	29	27

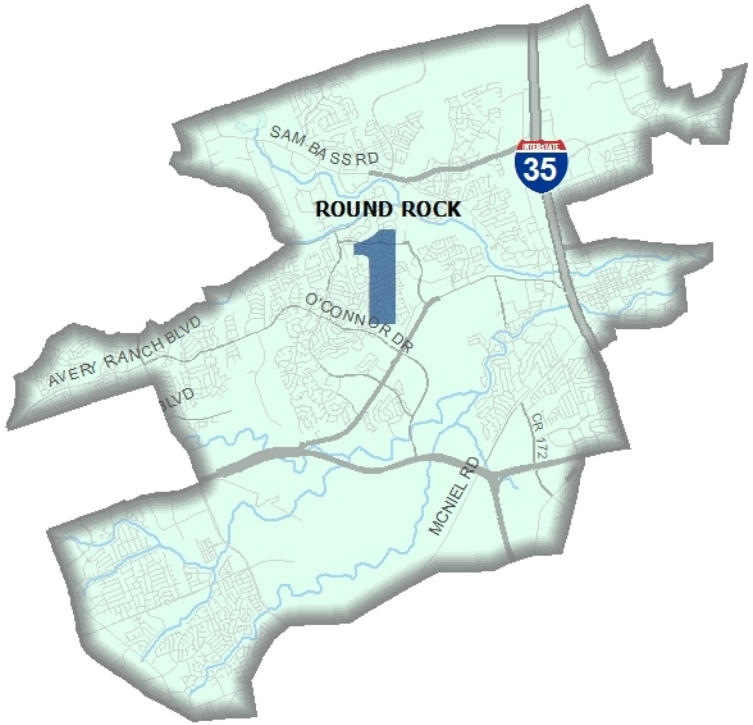
Adjusted Price = $13,092,842.00

Williamson County Commissioners Court

Road Bond Program

December 15, 2020

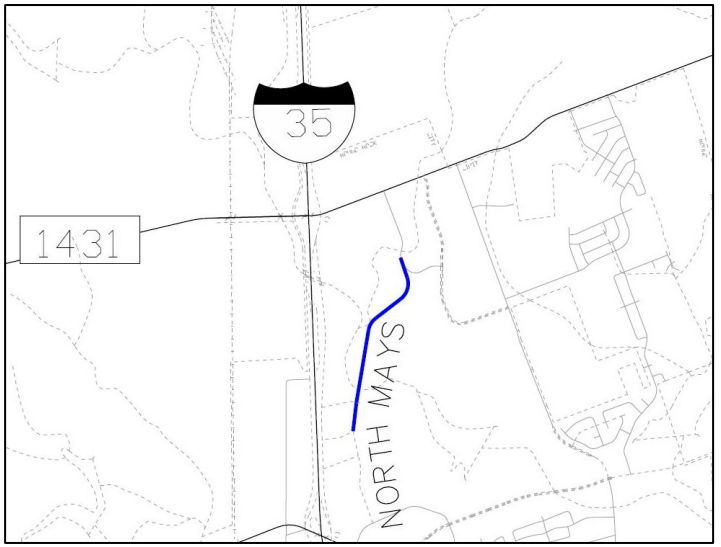
Precinct 1


SAM BASS RD
35
ROUND ROCK
1
O'CONNOR DR
AVERY RANCH BLVD
MCNIEL RD
CR 172

North Mays Extension
(Paloma Drive to Oakmont Drive)

Anticipated Completion

Late 2020



Original Contract Price = $10,775,835.75

Total Change Orders to Date = $113,772.96

Adjusted Contract Price = $10,889,608.71

Expenditures to Date = $10,431,509.92 (96%)

North Mays Extension
(Paloma Drive to Oakmont Drive)



North Mays Extension
(Paloma Drive to Oakmont Drive)



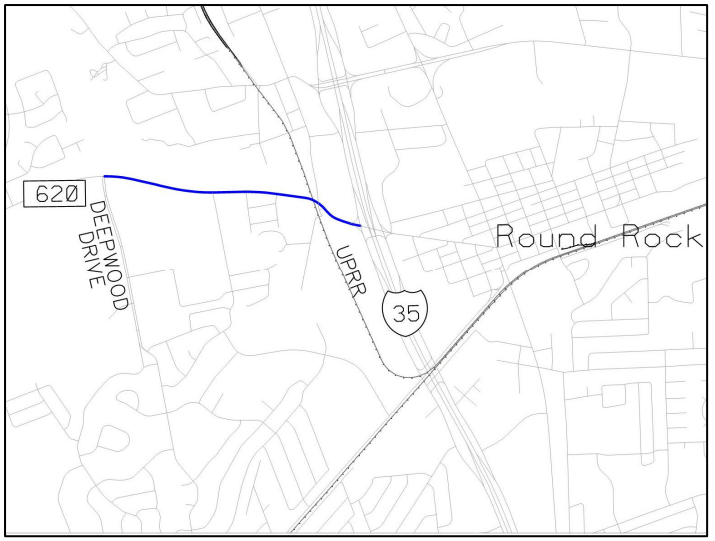
North Mays Extension
(Paloma Drive to Oakmont Drive)



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Summer 2022



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



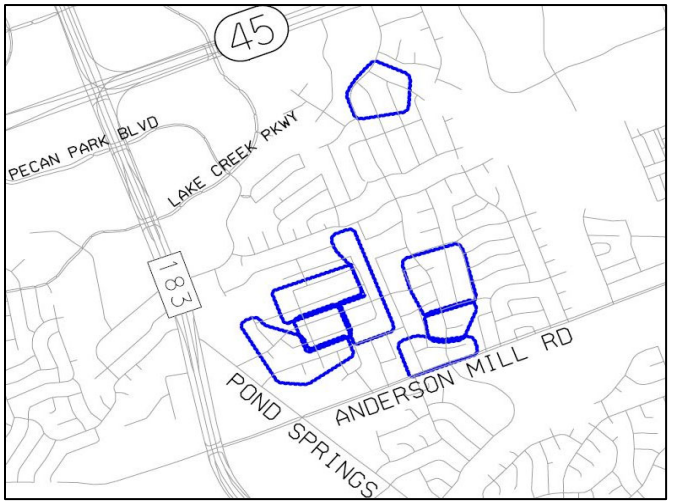
RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



Forest North Phase 3
Drainage Improvements

Anticipated Completion

Early 2022



Original Contract Price = $4,793,058.15

Total Change Orders to Date = $27,370.92

Adjusted Contract Price = $4,820,429.07

Expenditures to Date = $1,918,217.70 (40%)

Forest North Phase 3
Drainage Improvements



Forest North Phase 3
Drainage Improvements



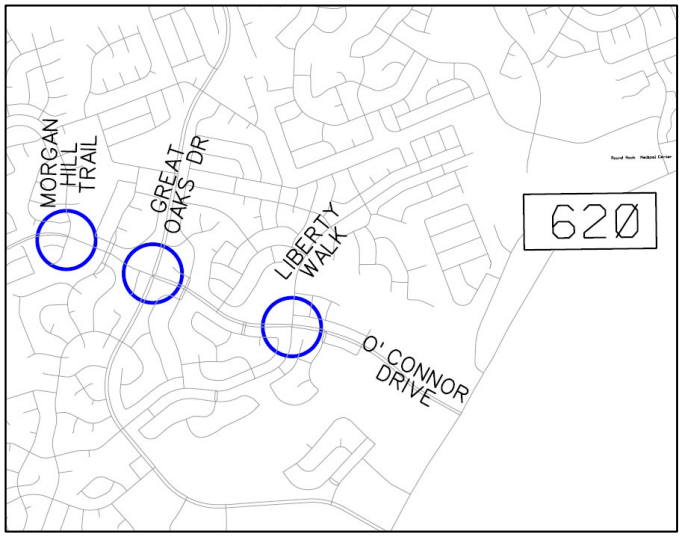
Forest North Phase 3
Drainage Improvements



O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)

Anticipated Completion

Early 2021



Original Contract Price = $853,503.50

Total Change Orders to Date = $53,339.04

Adjusted Contract Price = $906,842.54

Expenditures to Date = $414,196.08 (46%)

O'Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)



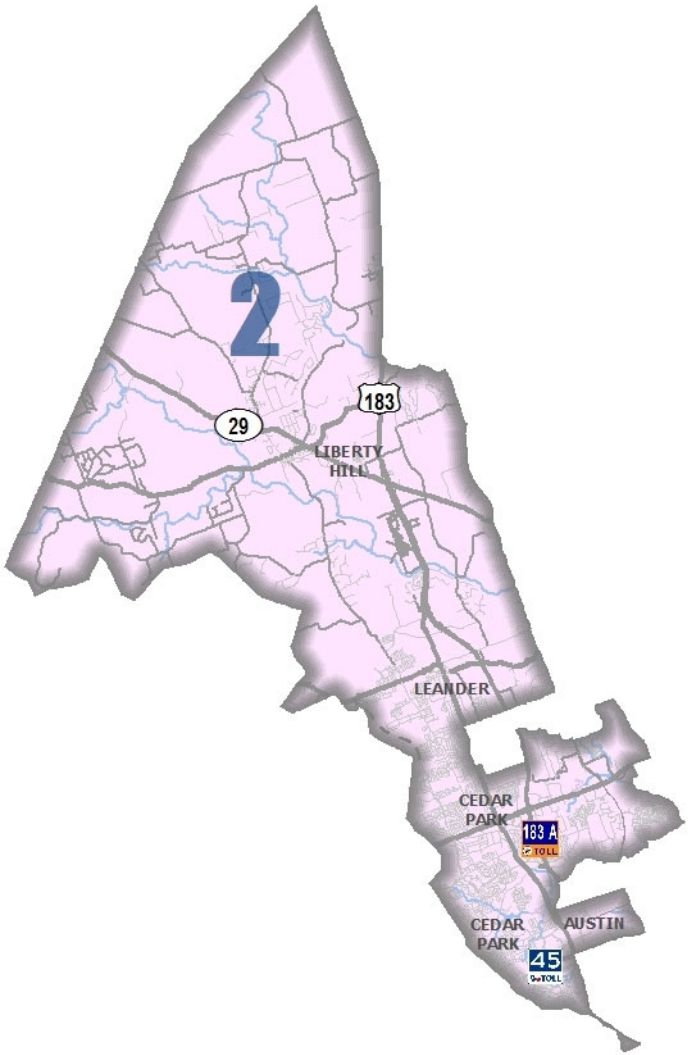
O'Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)



O’Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)



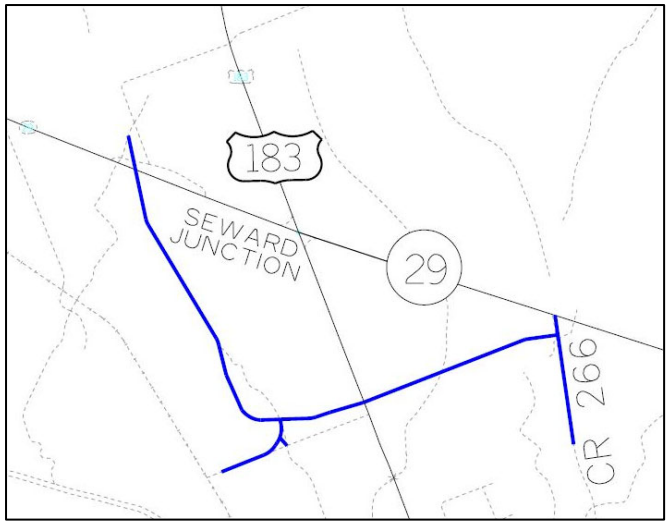
Precinct 2


2
183
29
LIBERTY HILL
LEANDER
CEDAR PARK
183 A
TOLL
CEDAR PARK
AUSTIN
45
TOLL

Seward Junction Improvements

Anticipated Completion

Early 2021



Original Contract Price = $13,270,258.10

Total Change Orders to Date = $416,176.51

Adjusted Contract Price = $13,686,434.61

Expenditures to Date = $11,622,010.30 (85%)

Seward Junction Improvements



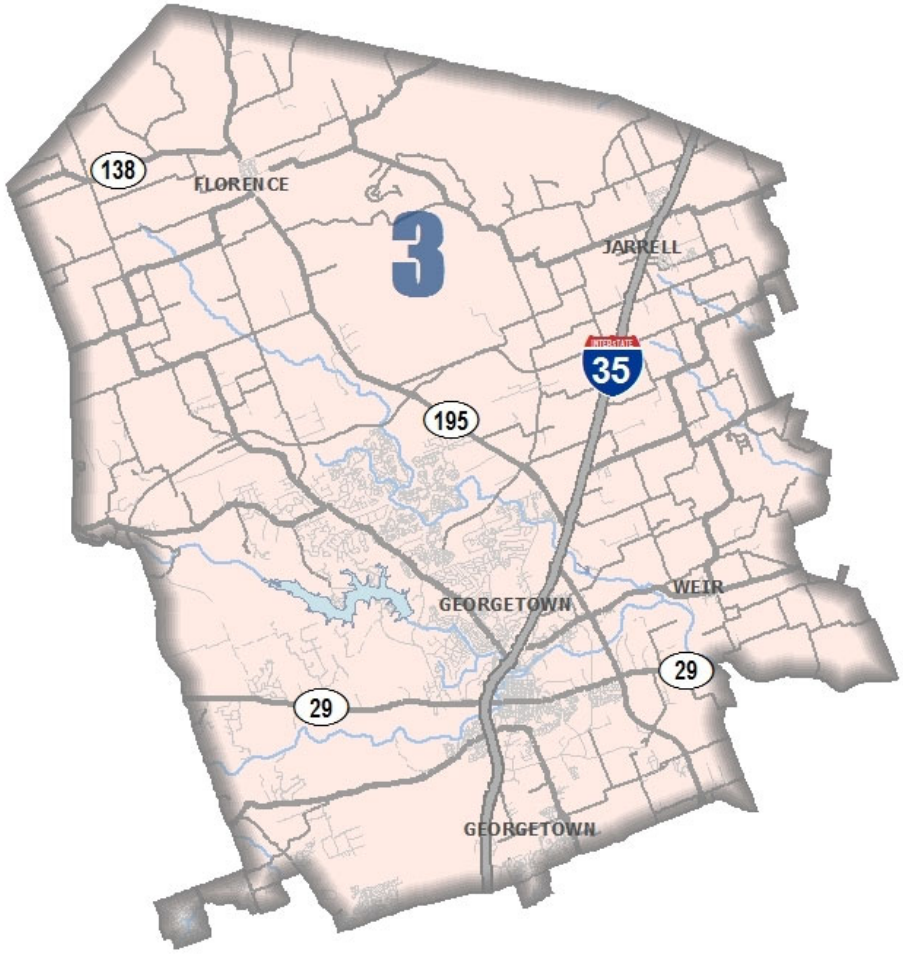
Seward Junction Improvements



Seward Junction Improvements



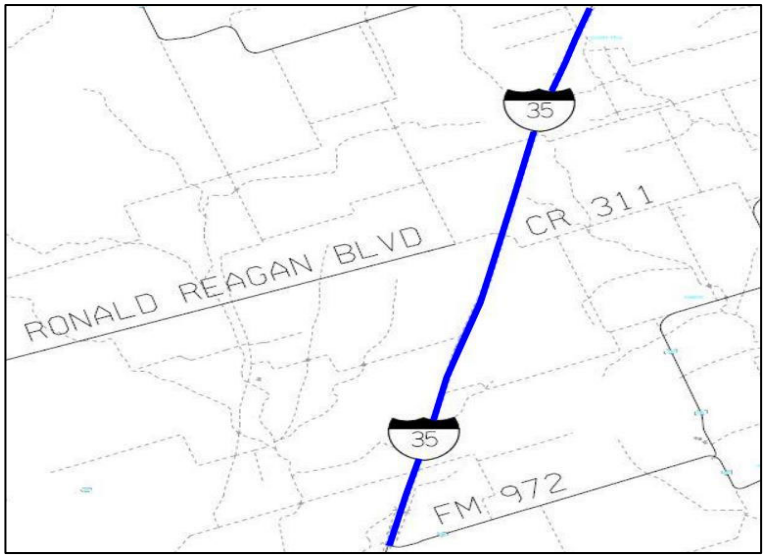
Precinct 3


138
FLORENCE
3
JARRELL
35
195
GEORGETOWN
WEIR
29
29
GEORGETOWN

IH 35 Ramp Reversals and Frontage Road Conversion

Anticipated Completion

Late 2020



Partnership with TxDOT

Original Contract Amount = $13,145,762.51

Construction is managed by TxDOT

IH 35 Ramp Reversals and Frontage Road Conversion



IH 35 Ramp Reversals and Frontage Road Conversion



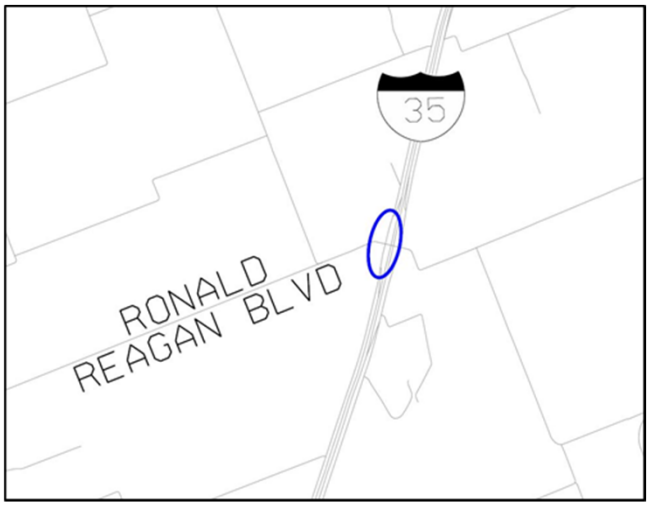
IH 35 Ramp Reversals and Frontage Road Conversion



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Anticipated Completion

Fall 2021



Partnership with TxDOT

Original Contract Amount = $15,048,229.93

Construction is managed by TxDOT

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



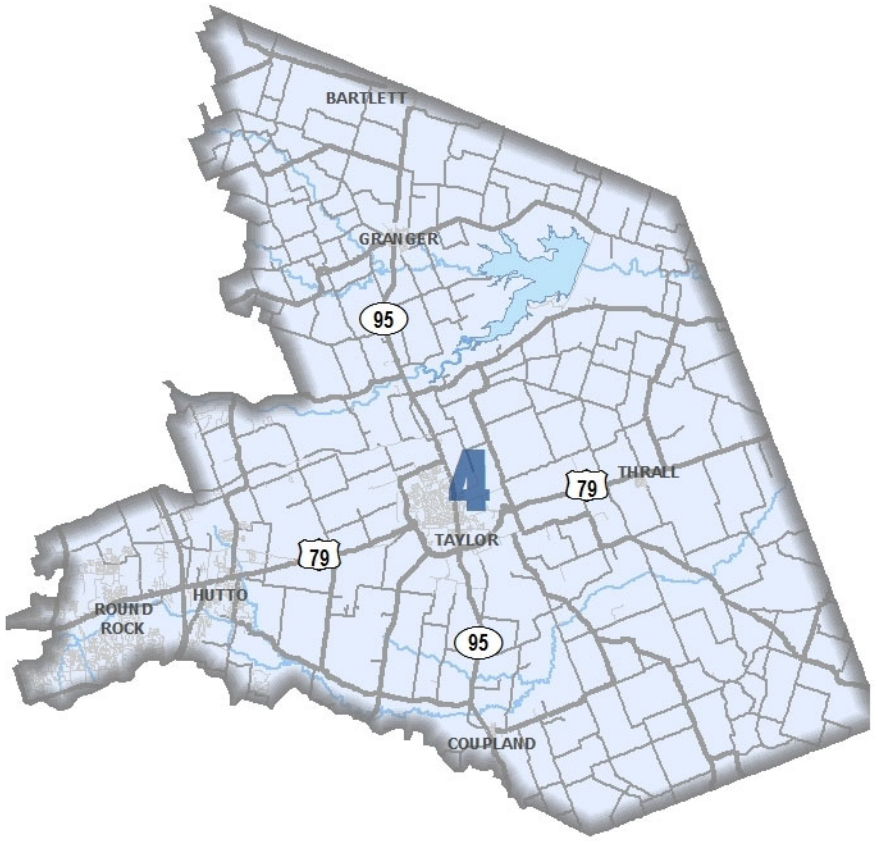
Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

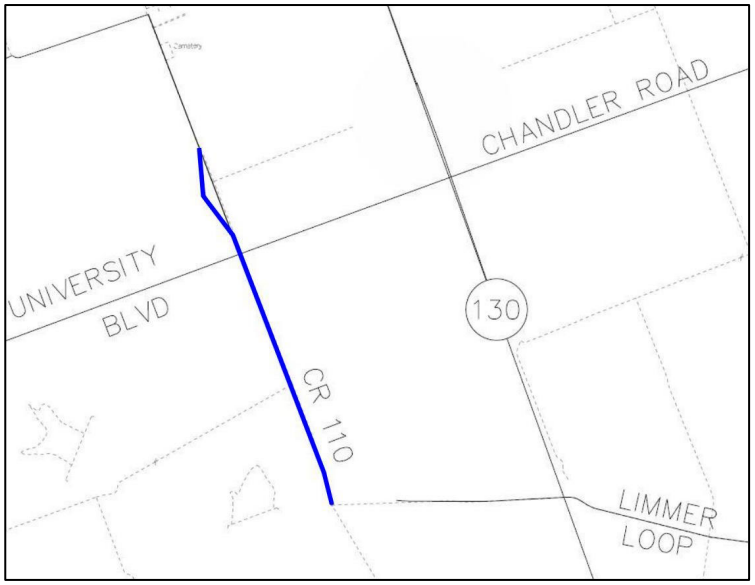


Precinct 4


BARTLETT
GRANGER
95
4
79
THRALL
TAYLOR
79
HUTTO
ROUND ROCK
95
COUPLAND

CR 110 Middle
(Limmer Loop to CR 107)

Substantially Complete



Original Contract Amount = $8,910,862.73

Total Change Orders = $108,592.57

Adjusted Contract Price = $9,019,455.30

Expenditures to Date = $7,687,359.22 (85%)

CR 110 Middle
(Limmer Loop to CR 107)



CR 110 Middle
(Limmer Loop to CR 107)



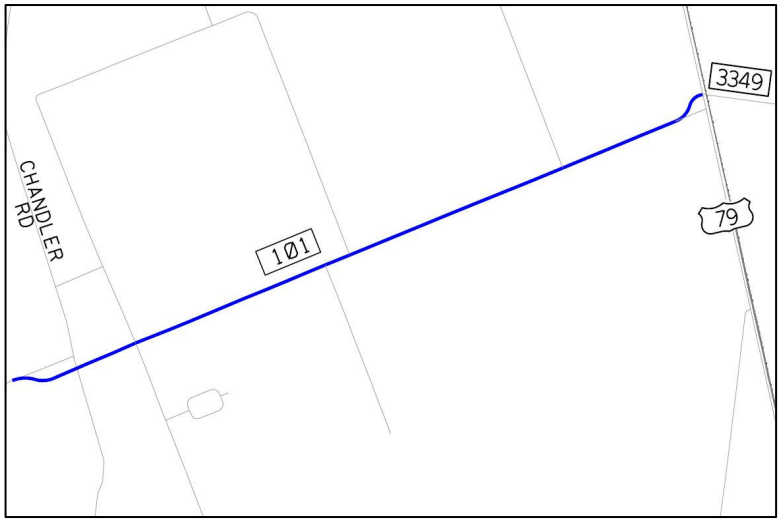
CR 110 Middle
(Limmer Loop to CR 107)



CR 101
(US 79 to North of Chandler Road)

Anticipated Completion

Fall 2021



Original Contract Amount = $13,092,842.00

Total Change Orders = $0.00

Adjusted Contract Price = $13,092,842.00

Expenditures to Date = $3,845,722.10 (29%)

CR 101
(US 79 to North of Chandler Road)



CR 101
(US 79 to North of Chandler Road)



CR 101
(US 79 to North of Chandler Road)



Commissioners Court - Regular Session **60.**

Meeting Date: 12/15/2020

CR 176 at RM 2243 Supplemental Utility Agreement with PEC

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Supplemental to the Standard Utility Agreement with Pedernales Electric Cooperative (PEC) for utility adjustments on the CR 176 at RM 2243 project, a Road Bond project in Commissioner Pct.3.
P: 241 Funding Source: Road Bond

Background

This supplemental agreement is necessary to reimburse PEC an additional $43,443.74 for costs incurred due to additional design and construction work for revised construction phasing and right-of-way (ROW) constraints. The ROW had to be cleared before relocations began and an adjacent landowner's fence also had to be removed and reinstalled for access, all prior to the start of the relocation work. The actual cost of the relocations increased by $43,443.74 to a new total cost of $182,308.74, with 100% being reimbursed by the County for a total reimbursement amount of $182,308.74.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 176 at RM 2243 Supplemental Utility Agreement with PEC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 11:31 AM
Form Started By: Dawn Haggard		Started On: 12/08/2020 02:02 PM
Final Approval Date: 12/10/2020		

County: Williamson
Location: CR 176 at RM2243
Limits: RM 2243 to Parkside Parkway

STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT No. 1

This Supplemental Agreement is made pursuant to the terms and conditions of the Agreed entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (***the "County"***) and Pedernales Electric Cooperative, Inc. (***the "Utility"***) and shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

Whereas, the **County** and **Utility** executed a Standard Utility Agreement on January 30, 2019 concerning the adjustment, relocation, or removal of certain **Utility's** facilities;

Whereas, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

Whereas, due to the newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

Whereas, the statement of work contained in the Standard Utility Agreement shall be supplemented to include additional design, internal labor and materials as detailed in the attached backup documents, which are attached to this supplemental agreement as Attachment "A".

Now, Therefore, Be It Agreed:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional design and construction work found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **increased** by **$43,443.74**for a total of **$182,308.74.** The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

STANDARD UTILITIY AGREEMENT
SUPPLEMENTAL AGREEMENT No 1
(con't.)

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY	**WILLIAMSON COUNTY**
Utility: Pedernales Electric Cooperative *Name of Utility*	By: _____
By: _____ *Authorized Signature*	_____ *Judge Bill Gravell, Jr.*
Title: Electrical Distribution Designer & Planning Manager	Title: Williamson Country Judge
Date: 12/3/2020	Date: _____

ATTACHMENT "A"

Backup Documents to Supplemental:

Summary of Reasons for Supplemental Agreement:

External Services-Engineering/Staking:

Costs increased because of the following:

- Due to conflicts on the Diaz and Gordon properties, Schneider Engineering worked with property owners to come up with different scenarios and solutions that would appease all parties. Project had to be re-staked after changes were made.

External Services-Utility Construction:

Costs increased because of the following:

- Original Agreement did not include external utility construction crew costs. Job was built by Linetech Services, as PEC in house crews were unable to build project, due to magnitude of project and time constraints.

- Construction crew's coordination with members due to conflicts. Changes were made mid-project, which extended construction times.

External Services-Vegetation Mgmt/Other:

Costs increased because of the following:

- Due to the County's request, ROW clearing had to be cleared in advance of project. Project could not be built until vegetation was removed.

- Member's fence had to be removed and reinstalled for access to line.

Indirect Materials/External Services/Overhead :

Costs increased because of the following:

- These costs are calculated upon completion of charging materials and labor. Post construction costs.

See following summary of additional costs.

Date :	1/30/2019	9/3/2020	12/1/2020
Document :	PEC Reimbursement Agreement	PEC Statement of Charges	Difference
Internal Labor :	$ 19,181.70		$ (19,181.70)
Indirect Internal Labor & Indirect PL OH :	$ 33,903.67	$ 21,570.67	$ (12,333.00)
Inventory Materials :	$ 27,758.09	$ 25,250.87	$ (2,507.22)
CONCRETE POLE	$ 19,000.00		$ (19,000.00)
Indirect Materials :		$ 1,708.23	$ 1,708.23
Materials OH :	$ 3,330.98	$ 4,415.79	$ 1,084.81
Indirect OH :		$ 16,693.76	$ 16,693.76
External Services-Engineering/Staking :	$ 35,690.56	$ 35,414.48	$ (276.08)
External Services-Utility Construction :		$ 69,765.95	$ 69,765.95
External Services-Vegetation Mgmt/Other :		$ 3,800.00	$ 3,800.00
Indirect External Services :		$ 3,688.99	$ 3,688.99
Total Costs :	$ 138,865.00	$ 182,308.74	$ 43,443.74
Eligibility Ratio:			
100%	$ 138,865.00	$ 182,308.74	**$ 43,443.74**

POWER OF COMMUNITY
PEDERNALES ELECTRIC COOPERATIVE

STATEMENT OF CHARGES

Received
Sep 03, 2020
HNTB Corporation
Round Rock

Liberty Hill District
10825 W. State Hwy 29
Liberty Hill, Texas 78642
512-778-5470 X 7025

RE: CR 176 and Rm 2243

RECIPIENT:

Name	Williamson County c/o HNTB Corporation
Address	505 East Huntland Drive, Suite 485
City, State, ZIP	Austin, Texas 78752

STATEMENT DATE: September 3, 2020

Sales Tax Rate: Exempt

PEC Work Order	Invoice	DESCRIPTION	AMOUNT
114353		Material Cost Plus Overhead	$ 31,374.89
		Internal Labor Cost Plus Overhead	$ 38,264.43
		Transportation Costs	$ -
		Indirect External Services	$ 3,688.99
	Subtotal	**$ 73,328.31**	
	39477	Schneider Engineering LTD	$ 1,507.50
	39815	Schneider Engineering LTD	$ 3,869.50
	40296	Schneider Engineering LTD	$ 630.00
	40744	Schneider Engineering LTD	$ 1,505.50
	41218	Schneider Engineering LTD	$ 887.00
	41643	Schneider Engineering LTD	$ 1,636.25
	42058	Schneider Engineering LTD	$ 500.00
	43260	Schneider Engineering LTD	$ 238.75
	43762	Schneider Engineering LTD	$ 4,365.40
	44094	Schneider Engineering LTD	$ 1,397.50
	44735	Schneider Engineering LTD	$ 950.00
	44944	Schneider Engineering LTD	$ 4,110.41
	45378	Schneider Engineering LTD	$ 675.00
	45525	Schneider Engineering LTD	$ 4,920.25
	45928	Schneider Engineering LTD	$ 2,198.75
	46314	Schneider Engineering LTD	$ 1,123.75
	47004	Schneider Engineering LTD	$ 67.20
	47824	Schneider Engineering LTD	$ 1,812.27
	48368	Schneider Engineering LTD	$ 2,565.09
	49004	Schneider Engineering LTD	$ 248.75
	3441	Arbol Tree Services	$ 945.00
	3433	Arbol Tree Services	$ 945.00
	94655330	LineTec Services LLC	$ 69,971.56
	7170	CWC Right Of Way	$ 1,910.00
	Subtotal	**$ 108,980.43**	

SUBTOTAL	$ 182,308.74
TAX	
Estimated Project Total	
Eligibility Ratio	100.00%
Estimated Total Reimbursable	**$ 182,308.74**

DIRECT ALL INQUIRIES TO:
Vance Hoy
512-778-5470 ext 7037
Vance.Hoy@peci.com

WILLIAMSON COUNTY INVOICE

Approved by: _____

Project #: **P241-3**

Date: **10/6/2020**

Invoice Summary

10/6/2020

Charge Code	Construction Actual	Retirement Actual	Wilco Comments	PEC Comments
31 - Internal Labor	$ -	$ -		Direct internal labor - 31 hours
39 - Indirect Internal Labor & Indirect PL OH	$ 21,570.67	$ -		Indirect labor for internal engineering & administrative labor - spread monthly with basis of direct labor & direct construction services.
41 - Inventory Materials	$ 25,250.87	$ -		Materials directly charged to WO
49 - Indirect Materials	$ 1,708.23	$ -		Indirect miscellaneous charges such as property tax, insurance, easements/ROW, etc.
51 - Benefits Overhead	$ -	$ -		Covers employee benefits, basis is direct internal labor - comes directly from payroll module, covers benefits such as insurance, pension, disability, unemployment, PTO, etc.
52 - Materials Overhead	$ 4,415.79	$ -	16.4%	Based on materials charged - covers warehouse employees & equipment, grab bag materials, handling of materials, etc.
53 - Transportation Overhead	$ -	$ -		Transportation overhead based on fleet usage keyed with labor
54 - Crew Clearing Overhead	$ -	$ -		Covers crew tools, supplies used in construction of line
[redacted]	$ 16,693.76	$ -	77.4%	Indirect spread of benefits overheads for internal engineering & administrative labor in charge code 39 above
61 - External Services-Engineering/Staking	$ 35,414.48	$ -		External engineering - see invoices attached.
62 - External Services-Utility Construction	$ 69,971.56	$ -		External construction contractor - see invoices attached.
63 - External Services-Vegetation Management	$ 1,890.00	$ -		Tree trimming, ROW clearing - see invoices attached.
64 - External Services-Other	$ 1,910.00			Fence work - see invoices attached.
69 - Indirect External Services	$ 3,688.99	$ -		Indirect spread of external engineering or consultants not related to one particular project - such as for material standards, system equipment inventories, etc.
	$ 182,514.35			
spartan inv- not refundable	$ (205.61)		Non-reimbursable	
	$ 182,308.74			

No internal PEC labor for this invoice.

Work Order	Description	Date	Period	Charge Code	Item Description	Quantity	UOM	Amount
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Anchor 10000 - 12000 LB	3	EA - EACH	$ 30.16
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Insulator Susp Poly 35kV CL	6	EA - EACH	$ 85.41
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Bracket DA Clevis	2	EA - EACH	$ 7.87
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Cable Guy 3/8" EHS	132	FT - FEET	$ 39.59
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Cable Triplex 1/0 Al XLP	126.1	FT - FEET	$ 96.62
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Clamp DE 336 - 795 ACSR	18	EA - EACH	$ 330.91
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Clamp DE S/L Strt - 1/0 - 336 ACSR	6	EA - EACH	$ 55.53
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Clamp DE S/L Strt - 6 - 2/0 ACSR	10	EA - EACH	$ 62.06
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Clevis Anchor Shackle Sml Distribution	10	EA - EACH	$ 34.44
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Conn HL Gp 8 - 2/0 - 8 - 1/0	3	EA - EACH	$ 21.98
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Cutout 14.4 - 24.9 100A	1	EA - EACH	$ 59.07
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Cutout 24.9kV 200A w/LB	1	EA - EACH	$ 114.12
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Ground Enhancement	125	LB - POUND	$ 88.74
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Guard Bird Lg	1	EA - EACH	$ 3.96
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Guard Bird Arrester	1	EA - EACH	$ 3.95
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Guard Fused Cutout Cover	1	EA - EACH	$ 13.38
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Insulator Lnk Ext Fbgls 12"C - TE	5	EA - EACH	$ 51.84
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Insulator Pin Type CL 55 - 7	20	EA - EACH	$ 167.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Insulator Spool CL 53 - 2	2	EA - EACH	$ 1.16
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Insulator Susp Poly 35kV CL	23	EA - EACH	$ 327.40
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Marker Guy 8'	3	EA - EACH	$ 8.95
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Pin Pole Top 20" - 1 3/8" Thd	3	EA - EACH	$ 21.83
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Pin Pole Top Fbrgls 1 3/8" Thd x 12"	1	EA - EACH	$ 22.63
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Pin Xarm 1 3/8" Thd Clamp Type	12	EA - EACH	$ 176.15
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Pin Xarm 1 3/8" Thd Reg	4	EA - EACH	$ 36.09
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Plate Pole Ground Full Electrd	5	EA - EACH	$ 293.52
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Pole 35 CL4 Wood	1	EA - EACH	$ 208.76
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Pole 45 CL4 Wood	1	EA - EACH	$ 280.50
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Pole 55 Concrete	2	EA - EACH	$ 9,995.23
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Pole 60 Concrete	1	EA - EACH	$ 8,216.81
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Rod Anchor 3/4" x 8' Twin Eye	3	EA - EACH	$ 48.63
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Stirrup HL 4 - 2/0 ACSR	1	EA - EACH	$ 15.88
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Stirrup Hot Line 795	1	EA - EACH	$ 18.45
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Wire AAC 795 MCM	888.9	FT - FEET	$ 1,234.06
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Wire ACSR 1/0	1,804.90	FT - FEET	$ 420.90
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Wire Copper Bare 6 Sol SD	15	LB - POUND	$ 55.86
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Xarm DE Fbgls 8' 3Wire	4	EA - EACH	$ 673.40
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Xarm Fbgls 10' Tangent	4	EA - EACH	$ 503.56
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Insulator Guy Strain 144" CR - CR	3	EA - EACH	$ 74.68
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/6/2019	Jun-19	41 - Inventory Materials	Wire Copper Bare 2 7 Str	50	LB - POUND	$ 185.91
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Wire Copper Bare 6 Sol SD	10	LB - POUND	$ 37.24
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Wire AAC 336.4 MCM	296.3	FT - FEET	$ 160.71
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Tran OH 14.4 120/240 25 1B	1	EA - EACH	$ 776.48
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Xarm DE Fbgls 8' 3Wire	1	EA - EACH	$ 168.28
114353	MR_LA250_CR 176 AND RM 2243 WILCO	6/5/2019	Jun-19	41 - Inventory Materials	Attachment Guy Strain Ins	3	EA - EACH	$ 20.96
								$ 25,250.87

Work Order	Description	Period	Charge Code	GL Reference	GL Activity	Amount	GL Account	GL Department
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Jun-19	52 - Materials Overhead	Material Overhead	2051 - Stores Overhead Costs	$4,415.79	107.21	100 - CO-OP Wide costs (Non-Dept. cost)

No Transportation overhead charges for this invoice.

Work Order	Description	Transaction Type	Date	Period	Module	Charge Code	GL Reference	Amount	GL Account
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.31	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 54.44	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.13	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 26.40	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.23	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 39.89	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ (6.38)	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ (0.02)	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.01	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 2.75	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.01	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 1.13	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 1.32	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.01	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 33.22	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.22	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.09	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.01	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.10	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 19.46	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.21	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 65.66	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.03	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.01	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.01	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.15	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	9/30/2019	Sep-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 23.81	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.03	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 43.44	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 3,429.79	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 1,596.06	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 17.16	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 46.66	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 2,434.48	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ (384.30)	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ (20.72)	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 173.15	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 2.02	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 70.99	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.85	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 1.13	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 85.73	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 35.27	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 2,387.01	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 5.71	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.86	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 13.52	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 1,189.98	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.02	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 24.52	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 33.55	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 3,443.41	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 1.52	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.81	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.36	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.21	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 18.19	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	8/31/2019	Aug-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 1,522.07	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.10	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 61.09	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 25.56	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.04	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 44.17	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.07	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ (0.01)	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ (7.05)	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 3.08	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 1.26	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 1.42	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 37.65	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.07	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.10	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 19.49	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.03	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.02	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.07	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 42.55	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.08	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.02	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 0.04	107.21
114353	MR_LA250_CR 176 AND RM 2243 WILCO	Construction	6/30/2019	Jun-19	Work Order	59 - Indirect Overhead	Work Order Allocation	$ 27.22	107.21

$ 16,693.76

Commissioners Court - Regular Session **61.**

Meeting Date: 12/15/2020

Seward Junction Southeast Supplemental Utility Agreement with PEC

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Supplemental to the Standard Utility Agreement with Pedernales Electric Cooperative (PEC) for utility adjustments on the Seward Junction Southeast project, a Road Bond project in Commissioner Pct. 2.
P: 271 Funding Source: Road Bond

Background

This supplemental agreement is necessary to reimburse PEC an additional $68,444.18 for costs incurred due to additional design and construction work caused by right-of-way (ROW) constraints. Multiple mobilizations were also required to complete the relocations, due to the communication companies delaying removal of their lines from the old PEC poles. The actual cost of the relocations increased by $68,444.18 to a new total cost of $147,016.45, with 100% being reimbursed by the County for a total reimbursement amount of $147,016.45.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Seward Junction Southeast Supplemental Utility Agreement with PEC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 11:32 AM
Form Started By: Dawn Haggard		Started On: 12/08/2020 02:17 PM
Final Approval Date: 12/10/2020		

County: Williamson
Location: Seward Junction Southeast
Limits: US 183 at CR 259 to SH 29 at CR 266

STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT No. 1

This Supplemental Agreement is made pursuant to the terms and conditions of the Agreed entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (***the "County"***) and Pedernales Electric Cooperative, Inc. (***the "Utility"***) and shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

Whereas, the **County** and **Utility** executed a Standard Utility Agreement on December 8, 2016 concerning the adjustment, relocation, or removal of certain **Utility's** facilities;

Whereas, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

Whereas, due to the newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

Whereas, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: additional design, internal labor and materials as detailed in the attached backup documents, which are attached to this supplemental agreement as Attachment "A".

Now, Therefore, Be It Agreed:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional design and construction work found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **increased** by **$68,444.18** for a total of **$147,016.45.** The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

County: Williamson
Location: Seward Junction Southeast
Limits: US 183 at CR 259 to SH 29 at CR 266

STANDARD UTILITIY AGREEMENT
SUPPLEMENTAL AGREEMENT No 1
(con't.)

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY	**WILLIAMSON COUNTY**
Utility: Pedernales Electric Cooperative *Name of Utility*	By: _____
By: Derek Field *Authorized Signature*	_____ *Judge Bill Gravell, Jr.*
Title: Electrical Distribution Designer & Planning Manager	Title: Williamson Country Judge
Date: 12/3/2020	Date: _____

ATTACHMENT "A"

Backup Documents to Supplemental:

Summary of Reasons for Supplemental Agreement:

External Services-Engineering/Staking:

Costs increased because of the following:

- Member conflict on guy wire location. Multiple trips and changes were made to incorporate member's requests.

External Services-Utility Construction:

Costs increased because of the following:

- Original Agreement did not include external utility construction crew costs. Job was built by Linetech Services, as PEC in house crews were unable to build project, due to magnitude of project and time constraints.

- Construction crew's coordination with members due to conflicts. Changes were made mid-project, which extended construction times.

- Utilities attached to poles were not removed in time allowed, delayed removal of pole. This required multiple trips for construction to complete tasks.

- Construction of road started before powerline project was finished. PEC/Linetech had to coordinate with road construction to complete project.

Indirect Materials/External Services/Overhead :

Costs increased because of the following:

- These costs are calculated upon completion of charging materials and labor. Post construction costs.

See following summary of additional costs.

Date :	12/8/2016	10/2/2020	12/1/2020
Document :	PEC Reimbursement Agreement	PEC Statement of Charges	Difference
Indirect Internal Labor & Indirect PL OH :	$ 32,644.38	$ 12,608.69	$ (20,035.69)
Inventory Materials :	$ 10,922.93	$ 10,927.80	$ 4.87
Indirect Materials :		$ 919.06	$ 919.06
Materials OH :	$ 1,294.13	$ 1,399.32	$ 105.19
Indirect OH :		$ 10,586.69	$ 10,586.69
External Services-Engineering/Staking :	$ 28,600.70	$ 50,493.80	$ 21,893.10
External Services-Utility Construction :	$ 2,110.88	$ 49,242.57	$ 47,131.69
External Services-Vegetation Mgmt :	$ 2,999.25	$ 4,940.00	$ 1,940.75
Indirect External Services :		$ 5,898.52	$ 5,898.52
Total Costs :	$ 78,572.27	$ 147,016.45	$ 68,444.18
Eligibility Ratio:			
100%	$ 78,572.27	$ 147,016.45	**$ 68,444.18**

POWER OF COMMUNITY
PEDERNALES ELECTRIC COOPERATIVE

STATEMENT OF CHARGES

Received
Sep 30, 2020
HNTB Corporation
Round Rock

Liberty Hill District
10825 W. State Hwy 29
Liberty Hill, Texas 78642
512-778-5470 X 7025

RE: RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29

RECIPIENT:

Name: Williamson County
c/o HNTB Corporation
Address: 505 East Huntland Drive, Suite 485
City, State, ZIP: Austin, Texas 78752

STATEMENT DATE: October 2, 2020

Sales Tax Rate: Exempt

PEC Work Order	Invoice	DESCRIPTION	AMOUNT
102205		Material Cost Plus Overhead	$ 13,246.18
		Internal Labor Cost Plus Overhead	$ 23,195.38
		Transportation Costs	
		Indirect External Services	$ 5,898.52
		Subtotal $ 42,340.08	
	30994	SCHNEIDER ENGINEERING LTD	3,412.98
	31440	SCHNEIDER ENGINEERING LTD	395.00
	32005	SCHNEIDER ENGINEERING LTD	2,866.35
	32286	SCHNEIDER ENGINEERING LTD	2,334.79
	33095	SCHNEIDER ENGINEERING LTD	3,293.75
	33580	SCHNEIDER ENGINEERING LTD	5,546.50
	33829	SCHNEIDER ENGINEERING LTD	1,114.51
	34248	SCHNEIDER ENGINEERING LTD	1,208.58
	34695	SCHNEIDER ENGINEERING LTD	1,806.05
	36341	SCHNEIDER ENGINEERING LTD	909.77
	36723	SCHNEIDER ENGINEERING LTD	1,549.11
	35850	SCHNEIDER ENGINEERING LTD	1,374.70
	37300	SCHNEIDER ENGINEERING LTD	274.50
	37772	SCHNEIDER ENGINEERING LTD	50.00
	39813	SCHNEIDER ENGINEERING LTD	324.50
	40294	SCHNEIDER ENGINEERING LTD	50.00
	40742	SCHNEIDER ENGINEERING LTD	1,519.25
	41216	SCHNEIDER ENGINEERING LTD	160.00
	42056	SCHNEIDER ENGINEERING LTD	6,126.00
	42550	SCHNEIDER ENGINEERING LTD	105.00
	42912	SCHNEIDER ENGINEERING LTD	412.50
	43257	SCHNEIDER ENGINEERING LTD	1,346.25
	43760	SCHNEIDER ENGINEERING LTD	6,043.35
	44091	SCHNEIDER ENGINEERING LTD	4,695.54
	44733	SCHNEIDER ENGINEERING LTD	842.50
	44942	SCHNEIDER ENGINEERING LTD	2,422.32
	45376	SCHNEIDER ENGINEERING LTD	310.00
	650	DOYLE ELECTRIC LLC	4,562.00
	20911	LINETEC SERVICES LLC	44,680.57
	5811	CWC RIGHT OF WAY INC	4,940.00
		Subtotal $ 104,676.37	

SUBTOTAL	$ 147,016.45
TAX	
Estimated Project Total	
Eligibility Ratio	100.00%
Estimated Total Reimbursable	**$ 147,016.45**

WILLIAMSON COUNTY INVOICE

Approved by: _____
P271: $73,508.23
Project #: P274: $73,508.23
Date: 10/6/2020

DIRECT ALL INQUIRIES TO:
Vance Hoy
512-778-5470 ext 7037
Vance.Hoy@peci.com

Invoice Summary

10/6/2020

Charge Code	Construction Actual	Retirement Actual		Wilco Comments	PEC Comments
31 - Internal Labor	$ -	$ -			Direct internal labor - 31 hours
39 - Indirect Internal Labor & Indirect PL OH	$ 12,608.69	$ -			Indirect labor for internal engineering & administrative labor - spread monthly with basis of direct labor & direct construction services.
41 - Inventory Materials	$ 10,927.80	$ -			Materials directly charged to WO
49 - Indirect Materials	$ 919.06	$ -			Indirect miscellaneous charges such as property tax, insurance, easements/ROW, etc.
51 - Benefits Overhead	$ -	$ -			Covers employee benefits, basis is direct internal labor - comes directly from payroll module, covers benefits such as insurance, pension, disability, unemployment, PTO, etc.
	$ 1,399.32	$ -	11.8%		Based on materials charged - covers warehouse employees & equipment, grab bag materials, handling of materials, etc.
53 - Transportation Overhead	$ -	$ -			Transportation overhead based on fleet usage keyed with labor
54 - Crew Clearing Overhead	$ -	$ -			Covers crew tools, supplies used in construction of line
59 - Indirect Overhead	$ 10,586.69	$ -	84.0%		Indirect spread of benefits overheads for internal engineering & administrative labor in charge code 39 above
61 - External Services-Engineering/Staking	$ 50,493.80	$ -			External engineering - see invoices attached
62 - External Services-Utility Construction	$ 34,442.57	$ 14,800.00		Total matches, but what does $14,800 amount represent?	External construction contractor - see invoices attached
63 - External Services-Vegetation Management	$ 4,940.00	$ -			Tree trimming, ROW clearing - see invoices attached
69 - Indirect External Services	$ 5,898.52	$ -			Indirect spread of external engineering or consultants not related to one particular project - such as for material standards, system equipment inventories, etc.
	$ 147,016.45				

No internal PEC labor for this invoice.

Work Order	Description	Transaction Type	Charge Code	Amount	Item	Item Description	Quantity	UOM
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 187.58	2001860	Insulator Guy Strain 144" CR - CR	8	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (30.89)	2000578	Marker Guy 8'	-12	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (438.86)	2000639	Pole 40 CL5 Wood	-2	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (517.22)	2000640	Pole 45 CL1 Wood	-1	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (2,524.96)	2000643	Pole 45 CL4 Wood	-9	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (492.63)	2000647	Pole 50 CL1 Wood	-1	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (183.66)	2000841	Rod Anchor 3/4" x 8' Twin Eye	-12	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (564.10)	2001061	Tran OH 14.4 120/240 10 1B	-1	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (751.93)	2001065	Tran OH 14.4 120/240 25 1B	-1	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (824.97)	2001287	Wire ACSR 1/0	-4,183.40	FT - FEET
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (37.95)	2001289	Wire ACSR 4	-378.03	FT - FEET
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 43.16	2001295	Wire Copper Bare 6 Sol SD	11	LB - POUND
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (725.69)	2001317	Xarm DE Fbgls 8' 3Wire	-5	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (490.07)	2001324	Xarm Fbgls 10' Tangent	-4	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (403.82)	2001328	Xarm Fbgls 8' Tangent	-4	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (277.08)	2001860	Insulator Guy Strain 144" CR - CR	-12	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 834.59	2001287	Wire ACSR 1/0	4,183.40	FT - FEET
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 137.49	2000195	Cable Guy 3/8" EHS	528	FT - FEET
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 279.50	2000491	Ground Enhancement	325	LB - POUND
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 30.89	2000578	Marker Guy 8'	12	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 438.86	2000639	Pole 40 CL5 Wood	2	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 517.22	2000640	Pole 45 CL1 Wood	1	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 2,524.89	2000643	Pole 45 CL4 Wood	9	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 492.16	2000647	Pole 50 CL1 Wood	1	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 183.66	2000841	Rod Anchor 3/4" x 8' Twin Eye	12	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 37.92	2001289	Wire ACSR 4	378.03	FT - FEET
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 740.11	2001317	Xarm DE Fbgls 8' 3Wire	5	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 490.07	2001324	Xarm Fbgls 10' Tangent	4	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 403.82	2001328	Xarm Fbgls 8' Tangent	4	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 277.08	2001860	Insulator Guy Strain 144" CR - CR	12	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (137.49)	2000195	Cable Guy 3/8" EHS	-528	FT - FEET
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (282.62)	2000491	Ground Enhancement	-325	LB - POUND
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 53.37	2000262	Clevis Anchor Shackle Sml Distribution	18	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 56.03	2000278	Conn HL Gp 8 - 2/0 - 8 - 1/0	9	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 404.16	2000426	Cutout 24.9kV 200A w/LB	4	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 297.44	2000491	Ground Enhancement	325	LB - POUND
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 7.32	2000494	Guard Bird Lg	2	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 5.66	2000495	Guard Bird Arrester	2	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 18.24	2000539	Insulator Lnk Ext Fbgls 12"C - TE	2	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 401.33	2000541	Insulator Pin Type CL 55 - 7	41	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 4.94	2000544	Insulator Spool CL 53 - 2	9	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 274.59	2000551	Insulator Susp Poly 35kV CL	22	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 32.48	2000578	Marker Guy 8'	12	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 6.69	2000621	Pin Pole Top 20" - 1 3/8" Thd	1	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 153.63	2000625	Pin Xarm 1 3/8" Thd Clamp Type	12	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 110.14	2000626	Pin Xarm 1 3/8" Thd Reg	14	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 749.02	2000631	Plate Pole Ground Full Electrd	13	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 438.95	2000639	Pole 40 CL5 Wood	2	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 517.72	2000640	Pole 45 CL1 Wood	1	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 2,524.96	2000643	Pole 45 CL4 Wood	9	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 493.16	2000647	Pole 50 CL1 Wood	1	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 183.93	2000841	Rod Anchor 3/4" x 8' Twin Eye	12	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 44.50	2000899	Stirrup HL 4 - 2/0 ACSR	3	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 48.98	2000904	Stirrup Hot Line 795	3	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 826.64	2001287	Wire ACSR 1/0	4,183.40	FT - FEET
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 38.22	2001289	Wire ACSR 4	378.03	FT - FEET
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 153.07	2001295	Wire Copper Bare 6 Sol SD	39	LB - POUND
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 732.20	2001317	Xarm DE Fbgls 8' 3Wire	5	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 490.07	2001324	Xarm Fbgls 10' Tangent	4	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 404.29	2001328	Xarm Fbgls 8' Tangent	4	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 281.12	2001860	Insulator Guy Strain 144" CR - CR	12	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 117.01	2000004	Anchor 10000 - 12000 LB	12	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 230.81	2000248	Clamp DE S/L Strt - 6 - 2/0 ACSR	40	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 107.50	2000423	Cutout 14.4 - 24.9 100A	2	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 23.97	2000496	Guard Fused Cutout Cover	2	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 130.82	2000624	Pin Pole Top Offset 20" - 1 3/8"	14	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 56.44	2000013	Arrester Dist 18kV Off Pole	1	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 71.63	2000032	Attachment Guy Strain Ins	12	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 7.34	2000148	Bracket DA Clevis	2	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 46.52	2000166	Bracket Standoff 18" 3 Pos Fbgls	2	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 136.70	2000195	Cable Guy 3/8" EHS	528	FT - FEET
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 559.22	2001061	Tran OH 14.4 120/240 10 1B	1	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 751.93	2001065	Tran OH 14.4 120/240 25 1B	1	EA - EACH
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ 11,992.74			0	
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	41 - Inventory Materials	$ (11,992.74)			0	

TOTAL	$ 10,927.80

Work Order	Description	Transaction Type	Charge Code	GL Reference	GL Activity	Amount	BU Project Description
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	52 - Materials Overhead	Material Overhead	2051 - Stores Overhead Costs	$ 24.11	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	52 - Materials Overhead	Material Overhead	2051 - Stores Overhead Costs	$ (158.36)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	52 - Materials Overhead	Material Overhead	2051 - Stores Overhead Costs	$ 1,533.57	Road Widening Relocates Contingency
					TOTAL	$ 1,399.32	

No Transportation overhead charges for this invoice.

Work Order	Description	Transaction Type	Charge Code	GL Reference	Amount	GL Department	BU Project Description
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.01	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 1,473.78	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 7.40	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 2.48	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 612.65	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 3.97	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 2,724.91	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 1.57	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ (1,945.69)	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ (323.76)	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.34	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 69.53	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.14	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 28.65	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 39.10	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.18	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 9.13	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 1,127.40	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.01	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 2.45	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 1.63	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 470.52	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 1.45	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 4.24	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 1,470.55	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.01	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 53.84	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 15.53	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 2.95	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 569.93	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.04	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 5.59	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 609.41	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 2.36	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 181.71	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 274.86	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 4.19	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.39	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 165.29	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.26	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 28.94	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 11.92	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.11	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.14	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 14.06	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 3.69	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 895.66	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.01	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 1.01	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 1.74	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 119.00	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 305.60	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 3.71	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.77	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.05	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.01	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.19	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 2.42	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 225.74	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.01	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 1.96	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 264.37	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 130.68	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.85	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 1.79	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 192.23	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.21	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 24.07	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.09	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 11.73	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.05	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 5.25	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.06	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 8.07	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 174.25	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 1.36	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.45	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.97	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 1.82	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 1.60	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 106.57	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.47	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 233.34	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 1.33	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.05	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.37	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.01	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.08	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 0.96	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	59 - Indirect Overhead	Work Order Allocation	$ 138.07	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency

TOTAL	$ 10,586.69

Work Order	Description	Transaction Type	Module	Charge Code	GL Reference	Amount	GL Department	BU Project Description
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 3,045.98	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 6,479.30	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 316.83	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 143.22	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 14.25	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 9.54	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 22.65	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 221.21	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.65	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 375.24	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ (2,641.41)	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 4.89	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 1.38	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 174.49	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 1,956.49	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 421.68	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 2.15	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.63	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.09	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.04	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.08	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 1.84	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.06	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 194.77	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.06	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.71	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 1,580.39	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 144.66	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.25	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.14	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.01	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.01	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.30	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.18	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 135.37	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.39	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TO 29	Construction	Work Order	39 - Indirect Internal Labor & Indirect PL OH	Work Order Allocation	$ 0.17	100 - CO-OP Wide costs (Non-Dept. cost)	Road Widening Relocates Contingency
					totals	$ 12,608.69		

Work Order	Description	Transaction Type	Module	Charge Code	GL Reference	Amount	GL Departme	BU Project Description
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 9.26	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 440.15	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 1.75	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 0.17	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 49.99	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 0.66	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 101.56	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 0.01	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 124.99	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 1.80	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 16.57	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 0.05	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 0.82	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 39.59	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 0.11	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 87.23	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 0.71	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 0.02	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 3.26	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 39.96	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 TC	Construction	Work Order	49 - Indirect Materials	Work Order Allocation	$ 0.40	100 - CO-OP	Road Widening Relocates Contingency
					total	$ 919.06		

Work Order	Description	Transaction Type	Module	Charge Code	GL Reference	Amount	GL Departme	BU Project Description
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 1.55	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 753.34	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 179.05	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 0.01	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 3,029.18	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 8.11	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 33.29	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 498.63	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 0.34	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 0.85	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 94.14	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 0.01	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 629.99	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 6.71	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 0.03	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 36.84	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 0.15	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 8.21	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 112.96	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 0.47	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 502.58	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 2.05	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 0.02	100 - CO-OP	Road Widening Relocates Contingency
102205	RW_SOUTHEAST SJ- 183 TO 259 TO 266 T(	Construction	Work Order	69 - Indirect External Services	Work Order Allocation	$ 0.01	100 - CO-OP	Road Widening Relocates Contingency
					total	$ 5,898.52		

Meeting Date: 12/15/2020

3185 Great Oaks Water Line Relocations Change Order No. 3

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of -$55,892.02 for the Great Oaks Water Line (QA Construction), a Road Bond project in Commissioner Pct. 1. P: 270 Funding Source: Road Bond

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project, as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to the Contract for the Fern Bluff MUD 12" water line connections made after Substantial Completion was achieved for the rest of the project. This Change Order also corrects various item quantities to match the work shown in the plans and installed in the field and adds Item 999-WC07 to assess liquidated damages on the Contractor.

Fern Bluff MUD was not able to shut off the flow of water in the water line during the project. After further investigation of the water line system, the Fern Bluff MUD found a way to turn off the water supply so that the connections to the new water line could be made. The Contractor agreed to re-mobilize back to the project to complete this work. Additional items were added to the contract to pay the Contractor for this work.

The Contractor will be assessed 56 days of liquidated damages because they did not achieve Substantial Completion of the project within the planned contract duration. There were no changes to the contract that would justify additional time.

The following summarizes the new Contract items required for this Change Order.

Item 502-WC01 Water Barrier at Bore Pit - Water filled barriers were added along Brushy Creek Road at the bore pit to protect traffic from the excavated open hole that was located within the clear zone.

Item 506-WC01 Rock Filter Dams (Install) (Ty I) - Added for use in ditch lines to prevent sediment from entering Brushy Creek.

Item 510-W-45 Encasement at Wastewater Line Crossing - The Fern Bluff 12" water line crossed an existing gas line. An encasement was added to the water line to provide the necessary protection between the lines.

Item 999-WC03 BCMUD 8" Water Line for Maintenance Yard - Due to the changes for the water lines on the project, the 8" water line within the BCMUD Maintenance Yard had to be relocated to connect to the new water line.

Item 999-WC04 Stainless Steel Bell Joint Restraints - The Designer required stainless steel bell joint restraints on the Fern Bluff 12" water line. The Contractor's bid did not include the cost for stainless steel materials and provided justification from other projects that indicated that the City of Round Rock does not require stainless steel bell joints restraints. This Change Order pays the difference in the cost of the materials only.

Item 999-WC05 Fern Bluff Standby - The Contractor incurred standby costs when Fern Bluff MUD was unable to shutout the flow of water in their lines at the scheduled time for the water line connection. Contractor crews and equipment waited to give Fern Bluff a chance to turn the water off. Payment of the standby costs is according to Item 4.6 Scope of work and Item 9.7 Measurement and Payment in the TxDOT Standard Specifications.

Item 999-WC06 Extend Encasement pipe - The 24" encasement pipe for the 12" Fern Bluff water line was extended 76'. The plans called for a bore with no encasement pipe in this portion. Adding encasement pipe to this portion will facilitate any maintenance required in the future.

Item 500-WC01 Fern Bluff Mobilization - Pays the Contractor to re-mobilize back to the project after achieving Substantial Completion on the rest of the project.

Item 502-WC02 Fern Bluff Barricades - Pays the Contractor for barricades and traffic control devices used for lane closures during the water line connection work.

Item 105-WC01 Fern Bluff Remove Sidewalk - Pays the Contractor to remove sidewalk at the location of the Fern Bluff water line connection.

Item 531-WC01 Fern Bluff Sidewalks (4") - Pays the Contractor to replace sidewalk that had to be removed to make the Fern Bluff water line connection.

Item 999-WC8 Fern Bluff Bell Joint Restraints - Due to the possibility that water pressure will remain in the abandoned water line, caps and joint restraints will be installed on the ends of the abandoned water line, near the water line connections.

Item 999-WC09 Fern Bluff Bell Flush and Chlorinate Water Line - The new water line will be flushed and re-chlorinated because it has been unused for three months prior to the new water line connections.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

3185 Great Oaks Water Line Relocations Change Order No. 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 11:33 AM
Form Started By: Dawn Haggard		Started On: 12/09/2020 03:23 PM
Final Approval Date: 12/10/2020		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project:	*Great Oaks WL Relocation*
Roadway:	
CSJ Number:	*3185*

1. CONTRACTOR: **QA Construction Services Inc.**
2. Change Order Work Limits: Sta. **10+00** to Sta. **19+00**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **2E, 4B, 1A** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

2E: Differing Site Contions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing of the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. **4B: Third Party Accommodation. Third party requested work.** This Change Order adds items to the contract for the Fern Bluff 12" water line connections made after substantial completion was acheived for the rest of the project. **1A: Design Error or Omission. Incorrect PS&E.** This Change Order corrects item quantities from the bid form that did not match the plans. This Change Order also adds an item to access liquidated damages on the Contractor.

6. Work to be performed in accordance with Items: **see attached**
7. New or revised plan sheet(s) are attached and numbered:
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).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 12/4/20

By

Typed/Printed Name Aida Reyalado

Typed/Printed Title Account Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: **($55,892.02)**

RECOMMENDED FOR EXECUTION:

12/9/20
Project Manager Date

N/A
Design Engineer Date

12/10/20
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 ***Project # Great Oaks WL Relocation***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM-LINE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
400-6008	CUT & RESTORE ASPH PAVING	SY	$95.00	100.00	$9,500.00	(18.00)	82.00	$7,790.00	($1,710.00)
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.50	1,800.00	$6,300.00	(300.00)	1,500.00	$5,250.00	($1,050.00)
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$1.50	1,800.00	$2,700.00	(1,400.00)	400.00	$600.00	($2,100.00)
501-W-9	JACKING OR BORING, 24" STEEL PIPE, ASTM A134	LF	$375.00	228.00	$85,500.00	5.00	233.00	$87,375.00	$1,875.00
505-W-11	ENCASEMENT PIPE 24" DIA., STEEL (3/8" THICK WITH END SEALS & CASING SPACERS)	LF	$130.00	285.00	$37,050.00	(6.00)	279.00	$36,270.00	($780.00)
510-W-16	PIPE, 6" DIA., DI CL-350 (ALL DEPTHS), INCLUDING RESTRAINED JOINTS, EXCAVATION, BACKFILL, AND TEMPORARY AND PERMANENT PAVEMENT AND CONCRETE REPAIRS	LF	$75.00	603.00	$45,225.00	(218.00)	385.00	$28,875.00	($16,350.00)
510-W-17	PIPE, 12" DIA., DI CL-350 (ALL DEPTHS), INCLUDING RESTRAINED JOINTS, EXCAVATION, BACKFILL, AND TEMPORARY AND PERMANENT PAVEMENT AND CONCRETE REPAIRS	LF	$115.00	839.00	$96,485.00	36.43	875.43	$100,674.45	$4,189.45
510-W-18	PIPE,12"DIA., PVC C-900 (ALL DEPTHS), INCLUDING RESTRAINED JOINTS, EXCAVATION, BACKFILL, AND TEMPORARY AND PERMANENT PAVEMENT AND CONCRETE REPAIRS.	LF	$90.00	878.00	$79,020.00	40.00	918.00	$82,620.00	$3,600.00
510-W-19	PIPE,24"DIA., DI CL-250 (ALL DEPTHS), INCLUDING RESTRIANED JOINTS, EXCAVATION, BACKFILL, AND TEMPORARY AND PERMANENT PAVEMENT AND CONCRETE REPAIRS	LF	$210.00	851.00	$178,710.00	40.00	891.00	$187,110.00	$8,400.00
510-W-22	WET CONNECTION, 12" DIA X 12" DIA	EA	$8,000.00	7.00	$56,000.00	(1.00)	6.00	$48,000.00	($8,000.00)
511-30	VALVE, GATE VALVE 6"	EA	$4,300.00	7.00	$30,100.00	(2.00)	5.00	$21,500.00	($8,600.00)
511-W-32	VALVE, GATE VALVE 12"	EA	$7,000.00	6.00	$42,000.00	(2.00)	4.00	$28,000.00	($14,000.00)
511-33	VALVE, GATE VALVE 24"	EA	$25,000.00	3.00	$75,000.00	(1.00)	2.00	$50,000.00	($25,000.00)
511-34	FIRE HYDRANT ASSEMBLY	EA	$5,000.00	4.00	$20,000.00	(2.00)	2.00	$10,000.00	($10,000.00)
TOTALS					$763,590.00			$694,064.45	($69,525.55)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 ***Project # Great Oaks WL Relocation***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
752-6005	TREE REMOVAL (4" - 12"DIA)	EA	$2,000.00	2.00	$4,000.00	2.00	4.00	$8,000.00	$4,000.00
752-6007	TREE REMOVAL (18" - 24"DIA)	EA	$5,000.00	2.00	$10,000.00	6.00	8.00	$40,000.00	$30,000.00
502-WCO1	WATER BARRIERS AT BORE PIT	LS	$5,371.38	0.00	$0.00	1.00	1.00	$5,371.38	$5,371.38
506-WC01	ROCK FILTER DAMS (INSTALL)(TY I)	LS	$1,953.69	0.00	$0.00	1.00	1.00	$1,953.69	$1,953.69
510-W-45	ENCASEMENT OF FERN BLUFF WATERLINE AT EXISTING WASTEWATER LINE CROSSING	LS	$6,959.50	0.00	$0.00	1.00	1.00	$6,959.50	$6,959.50
999-WC01	FORCE ACCOUNT	DOL	$1.00	25,000.00	$25,000.00	(25,000.00)	0.00	$0.00	($25,000.00)
999-WC03	BCMUD 8" WL FOR MAINTENANCE YARD	LS	$10,469.26	0.00	$0.00	1.00	1.00	$10,469.26	$10,469.26
999-WC04	STAINLESS STEEL BELL JOINT RESTRAINTS	LS	$7,585.79	0.00	$0.00	1.00	1.00	$7,585.79	$7,585.79
999-WC05	FERN BLUFF STANDBY	LS	$3,845.56	0.00	$0.00	1.00	1.00	$3,845.56	$3,845.56
999-WC06	EXTEND 24" ENCASEMENT	LS	$6,094.63	0.00	$0.00	1.00	1.00	$6,094.63	$6,094.63
999-WC07	LIQUIDATED DAMAGES	DAY	$935.00	0.00	$0.00	(56.00)	-56.00	($52,360.00)	($52,360.00)
500-WC01	FERN BLUFF MOBILIZATION	LS	$5,300.00	0.00	$0.00	1.00	1.00	$5,300.00	$5,300.00
502-WC02	FERN BLUFF BARRICADES	LS	$3,125.00	0.00	$0.00	1.00	1.00	$3,125.00	$3,125.00
104-WC01	FERN BLUFF REMOVE SIDEWALKS	SF	$6.00	0.00	$0.00	100.00	100.00	$600.00	$600.00
531-WC01	FERN BLUFF SIDEWALKS (4")	SF	$8.00	0.00	$0.00	100.00	100.00	$800.00	$800.00
999-WC08	FERN BLUFF BELL JOINT RESTRAINTS	LS	$1,388.72	0.00	$0.00	1.00	1.00	$1,388.72	$1,388.72
999-WC09	FERN BLUFF FLUSH AND CHLORINATE WATERLINE	LS	$3,500.00	0.00	$0.00	1.00	1.00	$3,500.00	$3,500.00
The "Totals" from Table B of the previous work sheet:					$763,590.00			$694,064.45	($69,525.55)
TOTALS					$802,590.00			$746,697.98	($55,892.02)

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Great Oaks Water Line Relocation
Williamson County Project No. 3185

Change Order No. 3

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project, as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to the Contract for the Fern Bluff MUD 12-inch water line connections made after Substantial Completion was achieved for the rest of the project. This Change Order also corrects various item quantities to match the work shown in the plans and installed in the field and adds Item 999-WC07 to assess liquidated damages on the Contractor.

Fern Bluff MUD was not able to shut off the flow of water in the water line during the project. After further investigation of the water line system, the Fern Bluff MUD found a way to turn off the water supply so that the connections to the new water line could be made. The Contractor agreed to re-mobilize back to the project to complete this work. Additional items were added to the contract to pay the contractor for this work.

The Contractor will be assessed 56 days of liquidated damages because they did not achieve Substantial Completion of the project within the planned contract duration. There were no changes to the contract that would justify additional time.

The following summarizes the new Contract item required for this Change Order.

ITEM-LINE	DESCRIPTION	QTY	UNIT
502-WC01	WATER BARRIERS AT BORE PIT	1.00	LS
506-WC01	ROCK FILTER DAMS (INSTALL) (TY I)	1.00	LS
510-W-45	ENCASEMENT OF FERN BLUFF WATER LINE AT EXISTING WASTEWATER LINE CROSSING	1.00	LS
999-WC03	BCMUD 8” WL FOR MAINTENANCE YARD	1.00	LS
999-WC04	STAINLESS STEEL BELL JOINT RESTRAINTS	1.00	LS
999-WC05	FERN BLUFF STANDBY	1.00	LS
999-WC06	EXTEND 24” ENCASEMENT	1.00	LS
999-WC07	LIQUIDATED DAMAGES	(56.00)	DAY
500-WC01	FERN BLUFF MOBILIZATION	1.00	LS
502-WC02	FERN BLUFF BARRICADES	1.00	LS

ITEM-LINE	DESCRIPTION	QTY	UNIT
104-WC01	FERN BLUFF REMOVE SIDEWALKS	100.00	SF
531-WC01	FERN BLUFF SIDEWALKS (4”)	100.00	SF
999-WC08	FERN BLUFF BELL JOINT RESTRAINTS	1.00	LS
999-WC09	FERN BLUFF FLUSH AND CHLORINATE WL	1.00	LS

Item 502-WC01 Water Barriers at Bore Pit – Water filled barriers were added along Brushy Creek Road at the bore pit to protect traffic from the excavated open hole that was located within the clear zone.

Item 506-WC01 Rock Filter Dams (Install) (Ty I) - Added for use in ditch lines to prevent sediment from entering Brushy Creek.

Item 510-W-45 Encasement at Wastewater Line Crossing – The Fern Bluff 12-inch water line crossed an existing gas line. An encasement was added to the water line to provide the necessary protection between the lines.

Item 999-WC03 BCMUD 8” Waterline for Maintenance Yard – Due to the changes to the water lines on the project, the 8-inch water line within the BCMUD Maintenance Yard had to be relocated to connect to the new water line.

Item 999-WC04 Stainless Steel Bell Joint Restraints - The Designer required stainless steel bell joint restraints on the Fern Bluff 12-inch water line. The Contractor’s bid did not include the cost for stainless steel materials and provided justification from other projects that indicated that the City of Round Rock does not require stainless steel bell joint restraints. This Change Order pays the difference in the cost of the materials only.

Item 999-WC05 Fern Bluff Standby – The Contractor incurred standby costs when Fern Bluff MUD was unable to shutout the flow of water in their lines at the scheduled time for the water line connection. Contractor crews and equipment waited to give Fern Bluff a chance to turn the water off. Payment of the standby costs is according to Item 4.6 Scope of Work and Item 9.7 Measurement and Payment in the TxDOT Standard Specifications.

Item 999-WC06 Extend Encasement pipe – The 24-inch encasement pipe for the 12-inch Fern Bluff water line was extended 76 feet. The plans called for a bore with no encasement pipe in this portion. Adding encasement pipe to this portion will facilitate any maintenance required in the future.

Item 500-WC01 Fern Bluff Mobilization – Pays the Contractor to re-mobilize back to the project after achieving Substantial Completion on the rest of the project.

Item 502-WC02 Fern Bluff Barricades – Pays the Contractor for barricades and traffic control devices used for lane closures during the water line connection work.

Item 105-WC01 Fern Bluff Remove Sidewalk – Pays the Contractor to remove sidewalk at the location of the Fern Bluff water line connection.

Item 531-WC01 Fern Bluff Sidewalks (4") – Pays the Contractor to replace sidewalk that had to be removed to make the Fern Bluff water line connection.

Item 999-WC08 Fern Bluff Bell Joint Restraints – Due to the possibility that water pressure will remain in the abandoned water line, caps and joint restraints will be installed on the ends of the abandoned water line, near the water line connections.

Item 999-WC09 Fern Bluff Flush and Chlorinate Water Line – The new water line will be flushed and re-chlorinated because it has been unused for three months prior to the new water line connections.

This Change Order results in a net decrease of $55,892.02 from the Contract amount, for an adjusted Contract total of $1,440,027.82. The original Contract amount was $1,325,000.00. As a result of this and all Change Orders to-date, $115,037.82 has been added to the Contract, resulting in an 8.68% net increase in the Contract cost. No (0) time will be added to the Contract for this Change Order.

HNTB Corporation

James Klotz, P.E.

QA Construction Services Inc.
5811 Blue Bluff Road
Austin, TX 78724
Phone: 512-637-6120

10/2/2020

Change Order No.4

Project: Great Oaks Drive Waterline Relocations
Owner: Williamson County

Re- Mobilization

ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
1	Bid Item #4 - Mobilization	EA	4%	$ 132,500.00	$ 5,300.00
	Total Cost for Additional MOBILIZATION				**$ 5,300.00**

500-WC02 NEW

BARRICADES, SIGNS, AND TRAFFIC HANDLING

ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
2	Bid Item #5 - BARRICADES, SIGNS, AND TRAFFIC HANDLING	Month	0.25	$ 12,500.00	$ 3,125.00
	Total Cost for Additional BARRICADES, SIGNS, AND TRAFFIC HANDLING				**$ 3,125.00**

502-WC02 NEW

Remove & Replace Sidewalks

ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
3	Remove & Haul-off Existing Concrete Sidewalks (20' x 5' x 4"H)	SF	100.00	$ 6.00	$ 600.00
	Cast in Place Concrete Sidewalks (20' x 5' x 4"H)	SF	100.00	$ 8.00	$ 800.00
	Total Cost for Additional Remove & Replace Sidewalks				**$ 1,400.00**

105-WC01
531-WC01 NEW

PIPE, 12" DIA., PVC C-900 (ALL DEPTHS),

ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
4	PIPE, 12" DIA., PVC C-900 (ALL DEPTHS),	LF	40.00	$ 90.00	$ 3,600.00
	Total Cost for Additional PIPE, 12" DIA., PVC C-900 (ALL DEPTHS)				**$ 3,600.00**

EXIST

BELL RESTRAINT - 304 SS Hardware

BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
5	12 JT REST RED 304 SS HARDWARE, 304 SS HARDWARE BLK COLOR - Material	EA	4	$ 201.88	$ 807.52
	No- SS Hardware bell joint restraints - Credit	EA	4	$ (57.00)	$ (228.00)
	SPLIT RESTRAINT 12 JT REST BLK 304 SS HARDWARE- Material	EA	4	$ 202.30	$ 809.20
	Total Cost for Additional BELL RESTRAINT - 304 SS Hardware				**$ 1,388.72**

999-WC09 NEW

Re-flush & Clorination 12" Waterline

ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
6	Re- flush & Clorination 12" Waterline	Ea	1.00	$ 3,500.00	$ 3,500.00
	Total Cost for Additional Re-flush & Clorination 12" Waterline				**$ 3,500.00**

999-WC10 NEW

WET CONNECTIONS, 12" DIA. X 12" DIA. (Item Removed in CO No.3)

BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
7	Bid Item #22 - WET CONNECTIONS, 12" DIA. X 12" DIA.	EA	2	$ 8,000.00	$ 16,000.00
	Total Cost for WET CONNECTIONS, 12" DIA. X 12" DIA				**$ 16,000.00**

EXIST

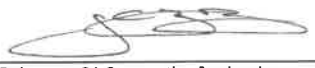
SEEDING FOR EROSION CONTROL (TEMP & COOL)(TY 4)

BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
8	Bid Item #2 - SEEDING FOR EROSION CONTROL (TEMP & COOL)(TY 4)	SY	1500	$ 1.00	$ 1,500.00
	Total Cost for SEEDING FOR EROSION CONTROL (TEMP & COOL)(TY 4)				**$ 1,500.00**

EXIST

Breakdown:

1	Re- Mobilization	$ 5,300.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING	$ 3,125.00
3	Remove & Replace Sidewalks	$ 1,400.00
4	PIPE, 12" DIA., PVC C-900 (ALL DEPTHS),	$ 3,600.00
5	BELL RESTRAINT - 304 SS Hardware	$ 1,388.72
6	Re-flush & Clorination 12" Waterline	$ 3,500.00
7	WET CONNECTIONS, 12" DIA. X 12" DIA. (Item Removed in CO No.3)	$ 16,000.00
8	SEEDING FOR EROSION CONTROL (TEMP & COOL)(TY 4)	$ 1,500.00
	Total Additional Cost	**$ 35,813.72**

By Contractor: 

Jose Ruiz/ Project Estimator - QA Construction Services Inc. — 10/2/2020 Date

Approved by:

Construction Observer: Clayton Weber, HNTB — Date

Program Manager: Michael Weaver, Prime Strategies — Date

Senior Director of Infrastructure: Robert B. Daigh, Williamson County — Date

QA CONSTRUCTION

QA Construction Services Inc.
5811 Blue Bluff Road
Austin, TX 78724
Phone: 512-637-6120

8/13/2020

Additional Work

Item 502 · WCO1

Project: Great Oaks Drive Waterline Relocations
Owner: Williamson County

ROCK BERMS

BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
N/A	Rock Berm - Material	TN	16	$ 25.00	$ 400.00
	Wire Mesh - Material	Roll	1	$ 25.00	$ 25.00
	Trucking Delivery - Equipment	HR	1	$ 150.00	$ 150.00
	Skitsteer - Equipment	HR	4	$ 85.00	$ 340.00
	Labor - Foreman	HR	4	$ 55.38	$ 221.52
	Labor - Operator	HR	4	$ 23.00	$ 92.00
	Labor - Pipe Layer	HR	4	$ 22.00	$ 88.00
	Labor - General Labor	HR	4	$ 22.00	$ 88.00
				Total Cost (Material & Labor)	$ 1,404.52

	Cost	Overhead	
Total Material Cost	$ 425.00	0%	$ -
Equipment	$ 490.00	55%	$ 269.50
Labor	$ 489.52	55%	$ 269.24
		Overhead Cost	$ 538.74
		Subtotal	$ 1,943.26
		Mark-up 15%	$ 291.49
		Insurance & Bond Adjustments 1.5%	$ 33.52
		Total Cost for Rock Berm	**$ 2,268.27**

Traffic Control

BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
N/A	Traffic Control Plan	EA	1	$ 1,800.00	$ 1,800.00
	Traffic Control Implementation	Month	2	$ 4,200.00	$ 8,400.00
	Remove Signs	EA	1	$ 600.00	$ 600.00
				Total Cost of Traffic Control Plan	**$ 10,800.00**

Water Barrier Rental & Installation

BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
N/A	BARRIER WALL 6' PLASTIC WATER FILL (Month 1)	LF	126	$ 21.00	$ 2,646.00
	BARRIER WALL 6' PLASTIC WATER FILL (Month 2)	LF	126	$ 21.00	$ 2,646.00
				Total Cost for Water Barrier Rental & Installation	**$ 5,292.00**

BELL RESTR

BID ITEM		Qty	UNIT PRICE	TOTAL PRICE
		46	$ 201.88	$ 9,286.48
		46	$ (57.00)	$ (2,622.00)
		4	$ 202.30	$ 809.20
N/A		10	$ 55.38	$ 553.80
		10	$ 28.00	$ 280.00
		10	$ 22.00	$ 220.00
		10	$ 22.00	$ 220.00
		10	$ 22.00	$ 220.00
			Total Cost (Material & Labor)	$ 8,967.48

WATER BARRIERS
$ 5292.00 x 1.015 BOND MARKUP
= $ 5371.38

Lead Time:
Time Loss:

	ost	Overhead	
	10,095.68	0%	$ -
	-	55%	$ -
Labor	$ 1,493.80	55%	$ 821.59
		Overhead Cost	$ 821.59
		Subtotal	$ 9,789.07
		Mark-up 15%	$ 1,468.36
		Insurance & Bond Adjustments 1.5%	$ 168.86
		Total Cost for BELL RESTRAINT - 304 SS Hardware	**$ 11,426.29**

Breakdown:

1 -	**ROCK BERMS**	$ 2,268.27
2 -	**Traffic Control**	$ 10,800.00
3 -	**Water Barrier Rental & Installation**	$ 5,292.00
4 -	**BELL RESTRAINT - 304 SS Hardware**	$ 11,426.29

Total Cost for Change Order No.4 **$ 29,786.56**

QA CONSTRUCTION

ITEM 506-WC01

QA Construction Services Inc.
5811 Blue Bluff Road
Austin, TX 78724
Phone: 512-637-6120

8/13/2020

Additional Work

Project: Great Oaks Drive Waterline Relocations
Owner: Williamson County

ROCK BERMS

BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
N/A	Rock Berm - Material	TN	16	$ 25.00	$ 400.00
	Wire Mesh - Material	Roll	1	$ 25.00	$ 25.00
	Trucking Delivery - Equipment	HR	1	$ 150.00	$ 150.00
	Skitsteer - Equipment	HR	4	$ 85.00	$ 340.00
	Labor - Foreman	HR	4	$ 55.38	$ 221.52
	Labor - Operator	HR	4	$ 23.00	$ 92.00
	Labor - Pipe Layer	HR	4	$ 22.00	$ 88.00
	Labor - General Labor	HR	4	$ 22.00	$ 88.00
				Total Cost (Material & Labor)	$ 1,404.52

	Cost	Overhead	
Total Material Cost	$ 425.00	0%	$ -
Equipment	$ 490.00	55%	$ 269.50
Labor	$ 489.52	55%	$ 269.24
		Overhead Cost	$ 538.74
		Subtotal	$ 1,943.26
		Mark-up 15%	$ 291.49
		Insurance & Bond Adjustments 1.5%	$ 33.52
		Total Cost for Rock Berm	$ 2,268.27

Traffic Control

BID ITEM #	DESCRIPTION
N/A	Traffic Control Plan
	Traffic Control Implementation
	Remove Signs

Water Barrier Rental & Installation

BID ITEM #	DESCRIPTION
N/A	BARRIER WALL 6' PLASTIC WATER FILL (Month 1)
	BARRIER WALL 6' PLASTIC WATER FILL (Month 2)

BELL RESTRAINT - 304 SS Hardware

BID ITEM #	DESCRIPTION
N/A	12 JT REST RED 304 SS HARDWARE, 304 SS HARDWARE BLK
	No- SS Hardware bell joint restraints - Credit
	SPLIT RESTRAINT 12 JT REST BLK 304 SS HARDWARE- Mater
	Labor - Foreman
	Labor - Operator
	Labor - Pipe Layer
	Labor - General Labor #1
	Labor - General Labor #2

Lead Time: 10 Days
Time Loss: 10 Days

Breakdown:

1 - **ROCK BERMS**
2 - **Traffic Control**
3 - **Water Barrier Rental & Installation**
4 - **BELL RESTRAINT - 304 SS Hardware**

ROCK FILTER DAMS (INSTALL)
ROCK BERMS

MATERIALS $425.00
x 1.15 Markup
$488.75

EQUIPMENT $490.00
x 1.15 Markup
$563.50

LABOR $489.52
x 1.55
758.76
x 1.15
$872.57

488.75 + 563.50 + 872.57 = 1924.82

$1924.82 x 1.015 = $1953.69

ENCASE 12" FBM WL

MATERIALS - ENCASEMENT PIPE	10 LF	85.00	850.00
- END SEALS	2 EA	78.02	156.04
- CASING SPACERS	2 EA	102.37	204.74
EQUIPMENT - TRUCKING	4 HR	125.00	500.00
- EXCAVATOR	2 DAY	650.00	1300.00
- LOADER	2 DAY	675.00	1350.00
LABOR - FOREMAN	6 HR	55.38	332.28
- OPERATOR	6 HR	28.00	168.00
- OPERATOR	6 HR	26.00	156.00
- PIPE LAYER	6 HR	22.00	132.00
- GEN. LABOR	6 HR	22.00	132.00
- GEN. LABOR	6 HR	22.00	132.00

MATERIALS 1210.78 x 1.15 = 1392.40

EQUIPMENT 3150.00 x 1.15 = 3622.50

LABOR 1052.28 x 1.55 = ~~1624.86~~ 1631.03 x 1.15 = 1875.69

TOTAL = 6890.59

6890.59 x 1.01 BOND = $ 6959.50

ITEM 999-WC03

CHANGE ORDER #4

Thursday, March 19, 2020

JOB NAME: Brushy Creek MUD - Maintenance Yard
JOB NO: 1936
Description of work: 8" Water line extened to final tie-in location, Approx 120 LF

COST ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTALS
Material non-quoted		LS	0	$ -	$ -
Material quoted	pipe,fittings,etc.	LS	1	$ 2,392.00	$ 2,392.00
Material total					**$ 2,392.00**
FOREMAN		HRS	8.00	$ 26.00	$ 208.00
EQUIPMENT OP		HRS	8.00	$ 22.00	$ 176.00
EQUIPMENT OP		HRS	8.00	$ 22.00	$ 176.00
PIPE LAYER-LABOR		HRS	8.00	$ 19.00	$ 152.00
PIPE LAYER-LABOR		HRS	8.00	$ 19.00	$ 152.00
Labor subtotal					**$ 864.00**
Labor burden					$ 276.48
Labor total					**$ 1,140.48**
Equipment (hourly)	trailer	HRS		$ 2.50	$ -
	skidsteer	HRS		$ 35.00	$ -
	backhoe	HRS	8	$ 40.00	$ 320.00
	breaker	HRS		$ 45.00	$ -
	excavator	HRS	4	$ 80.00	$ 320.00
	breaker	HRS		$ 105.00	$ -
	loader	HRS		$ 75.00	$ -
Trucking (f.o.b. jobsite)	equip move	LS		$ 275.00	$ -
	spoils removal	CY	25	$ 6.00	$ 150.00
Prime cost subtotal					**$ 4,322.48**
Contingencies					$ -
Prime cost total					**$ 4,322.48**
Bid Subtotal					**$ 4,322.48**
Operations and margin 15%					$ 648.37
Prime Bid					**$ 4,970.85**
Sales tax (exempt)					$ -
Bonds/ permits					$ -
Grand total					**$ 4,971.00**

PAYMENT SUMMARY

$ 4971.00
2007.00
2894.00
$ 9872.00

9872.00 x 1.05 = 10365.60 — 5% MARK UP
10365.60 x 1.01 = $10469.26 — 1% BOND

TOTAL PAY = $10,469.26

CHANGE ORDER #4B

Wednesday, March 11, 2020

JOB NAME: Brushy Creek MUD - Maintenance Yard
JOB NO: 1936
Description of work: 3/10/2020 Potholing existing utilty lines (5) to provide info for route to extend 8" Water line extened to final tie-in location

COST ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTALS
Material non-quoted		LS	0	$ -	$ -
Material quoted	pipe,fittings,etc.	LS			$ -
Material total					**$ -**
FOREMAN		HRS	10.00	$ 26.00	$ 260.00
EQUIPMENT OP		HRS	10.00	$ 22.00	$ 220.00
EQUIPMENT OP		HRS	10.00	$ 22.00	$ 220.00
PIPE LAYER-LABOR		HRS	10.00	$ 19.00	$ 190.00
PIPE LAYER-LABOR		HRS	10.00	$ 19.00	$ 190.00
Labor subtotal					**$ 1,080.00**
Labor burden					$ 345.60
Labor total					**$ 1,425.60**
Equipment (hourly)	trailer	HRS		$ 2.50	$ -
	skidsteer	HRS		$ 35.00	$ -
	mini excavator	HRS	8	$ 40.00	$ 320.00
	breaker	HRS		$ 45.00	$ -
	excavator	HRS		$ 80.00	$ -
	breaker	HRS		$ 105.00	$ -
	loader	HRS		$ 75.00	$ -
Trucking (f.o.b. jobsite)	equip move	LS		$ 275.00	$ -
	spoils removal	CY		$ 6.00	$ -
Prime cost subtotal					**$ 1,745.60**
Contingencies					$ -
Prime cost total					**$ 1,745.60**
Bid Subtotal					**$ 1,745.60**
Operations and margin 15%					$ 261.84
Prime Bid					**$ 2,007.44**
Sales tax (exempt)					$ -
Bonds/ permits					$ -
Grand total					**$ 2,007.00**

CHANGE ORDER #4C

Thursday, April 23, 2020

JOB NAME: Brushy Creek MUD - Maintenance Yard
JOB NO: 1936
Description of work: Remove and lower section of 8" Water line near existing utilities to avoid dry utilities as per BCMUD and Wilco engineering, No plans available or direction provided previously

COST ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTALS
Material non-quoted		LS	0	$ -	$ -
Material quoted	pipe,fittings,etc.	LS	1	$ 546.00	$ 546.00
Material total					**$ 546.00**
FOREMAN		HRS	8.00	$ 26.00	$ 208.00
EQUIPMENT OP		HRS	8.00	$ 22.00	$ 176.00
EQUIPMENT OP		HRS	8.00	$ 22.00	$ 176.00
PIPE LAYER-LABOR		HRS	8.00	$ 19.00	$ 152.00
PIPE LAYER-LABOR		HRS	8.00	$ 19.00	$ 152.00
LABOR		HRS	8.00	$ 18.00	$ 144.00
Labor subtotal					**$ 1,008.00**
Labor burden					$ 322.56
Labor total					**$ 1,330.56**
Equipment (hourly)	trailer	HRS		$ 2.50	$ -
	skidsteer	HRS		$ 35.00	$ -
	backhoe	HRS	8	$ 40.00	$ 320.00
	mini-ex	HRS	8	$ 40.00	$ 320.00
Trucking (f.o.b. jobsite)	equip move	LS		$ 275.00	$ -
	spoils removal	CY		$ 6.00	$ -
Prime cost subtotal					**$ 2,516.56**
Contingencies					$ -
Prime cost total					**$ 2,516.56**
Bid Subtotal					**$ 2,516.56**
Operations and margin 15%					$ 377.48
Prime Bid					**$ 2,894.04**
Sales tax (exempt)					$ -
Bonds/ permits					$ -
Grand total					**$ 2,894.00**

ITEM 999-WC04

QA Construction Services Inc.
5811 Blue Bluff Road
Austin, TX 78724
Phone: 512-637-6120

8/13/2020

Additional Work

Project: Great Oaks Drive Waterline Relocations
Owner: Williamson County

BELL JOINT RESTRAINTS

SS RESTRAINTS $9286.48
SS HARDWARE 809.20
$10095.68

ALLOY RESTRAINTS ($2622.00)
CREDIT
COST DIFFERENCE $7473.68
BOND 1.015
$7585.79

ROCK BERMS

BID ITEM #				RICE	TOTAL PRICE
N/A	Rock Berm - Mat			25.00	$ 400.00
	Wire Mesh - Ma			25.00	$ 25.00
	Trucking Delivery			150.00	$ 150.00
	Skitsteer - Equip			85.00	$ 340.00
	Labor - Foreman			55.38	$ 221.52
	Labor - Operator			23.00	$ 92.00
	Labor - Pipe Laye			22.00	$ 88.00
	Labor - General L			22.00	$ 88.00
				& Labor)	$ 1,404.52
				ead	
					$ -
				%	$ 269.50
				%	$ 269.24
				ad Cost	$ 538.74
					$ 1,943.26
				%	$ 291.49
				%	$ 33.52
				ck Berm	$ 2,268.27

Traffic Control

BID ITEM #		RICE	TOTAL PRICE
N/A	Traffic Control Pl	,800.00	$ 1,800.00
	Traffic Control In	,200.00	$ 8,400.00
	Remove Signs	600.00	$ 600.00
		rol Plan	$ 10,800.00

Water Barrier Rental & Installation

BID ITEM #		RICE	TOTAL PRICE
N/A	BARRIER WALL 6'	21.00	$ 2,646.00
	BARRIER WALL 6'	21.00	$ 2,646.00
		tallation	$ 5,292.00

BELL RESTRAINT - 304 SS Hardware

BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
N/A	12 JT REST RED 304 SS HARDWARE, 304 SS HARDWARE BLK COLOR - Material	EA	46	$ 201.88	$ 9,286.48
	No- SS Hardware bell joint restraints - Credit	EA	46	$ (57.00)	$ (2,622.00)
	SPLIT RESTRAINT 12 JT REST BLK 304 SS HARDWARE- Material	EA	4	$ 202.30	$ 809.20
	Labor - Foreman	HR	10	$ 55.38	$ 553.80
	Labor - Operator	HR	10	$ 28.00	$ 280.00
	Labor - Pipe Layer	HR	10	$ 22.00	$ 220.00
	Labor - General Labor #1	HR	10	$ 22.00	$ 220.00
	Labor - General Labor #2	HR	10	$ 22.00	$ 220.00
				Total Cost (Material & Labor)	$ 8,967.48

Lead Time: 10 Days
Time Loss: 10 Days

	Cost	Overhead	
Total Material Cost	$ 10,095.68	0%	$ -
Equipment	$ -	55%	$ -
Labor	$ 1,493.80	55%	$ 821.59
		Overhead Cost	$ 821.59
		Subtotal	$ 9,789.07
		Mark-up 15%	$ 1,468.36
		Insurance & Bond Adjustments 1.5%	$ 168.86
		Total Cost for BELL RESTRAINT - 304 SS Hardware	$ 11,426.29

Breakdown:

1 -	ROCK BERMS	$ 2,268.27
2 -	Traffic Control	$ 10,800.00
3 -	Water Barrier Rental & Installation	$ 5,292.00
4 -	BELL RESTRAINT - 304 SS Hardware	$ 11,426.29

Total Cost for Change Order No.4 $ 29,786.56

CONSTRUCTION

999-WC05

QA Construction Services Inc.
5811 Blue Bluff Road
Austin, TX 78724
Phone: 512-637-6120

8/13/2020

Time Loss Cost Impact

Project: Great Oaks Drive Waterline Relocations
Owner: Williamson County

Time Loss Cost Impact
There were delays with respect to shutouts for c

FERN BLUFF STANDBY TIME

LABOR $1713.80
1.35 MARKUP
$2313.63

EQUIPMENT $725.00
750.00
$1475.00 NO MARKUP

2313.63 + 1475.00 = $3788.63
3788.63 x 1.015 BOND = $3845.46

PAY = $3845.46

Date						TOTAL PRICE
	Day #1					
5/19/2020	Supervision					325.00
	Crew #1 (Manuel Guerrero)					
	Labor - Foreman					276.90
	Labor - Operator					140.00
	Labor - Pipe Layer					110.00
	Labor - General Labor #1					110.00
	Labor - General Labor #2					110.00
	Labor - General Labor #3					110.00
	Crew #2 (Lucas Villareal)					
	Labor - Foreman					276.90
	Labor - Operator					140.00
	Labor - Pipe Layer					110.00
	Labor - General Labor #1					110.00
	Labor - General Labor #2					110.00
	Labor - General Labor #3					110.00
	Excavator Rental Time Loss					750.00
	Wheel Loader (3CY Bucket)					725.00
	Day #2					
5/20/2020	Supervision					325.00
	Crew #1 (Manuel Guerrero)					
	Labor - Foreman					276.90
	Labor - Operator					140.00
	Labor - Pipe Layer					110.00
	Labor - General Labor #1					110.00
	Labor - General Labor #2					110.00
	Labor - General Labor #3					110.00
	Crew #2 (Lucas Villareal)					
	Labor - Foreman					276.90
	Labor - Operator					140.00
	Labor - Pipe Layer					110.00
	Labor - General Labor #1					110.00
	Labor - General Labor #2					110.00
	Labor - General Labor #3					110.00
	Excavator Rental Time Loss					750.00
	Wheel Loader (3CY Bucket)					725.00
	Day #3					
6/20/2020	Supervision					325.00
	Crew #1 (Manuel Guerrero)					
	Labor - Foreman					276.90
	Labor - Operator					140.00
	Labor - Pipe Layer					110.00
	Labor - General Labor #1					110.00
	Labor - General Labor #2					110.00
	Labor - General Labor #3	HR	5	$ 22.00	$	110.00
	Crew #2 (Lucas Villareal)					
	Labor - Foreman	HR	5	$ 55.38	$	276.90
	Labor - Operator	HR	5	$ 28.00	$	140.00
	Labor - Pipe Layer	HR	5	$ 22.00	$	110.00
	Labor - General Labor #1	HR	5	$ 22.00	$	110.00
	Labor - General Labor #2	HR	5	$ 22.00	$	110.00
	Labor - General Labor #3	HR	5	$ 22.00	$	110.00
	Excavator Rental Time Loss	Day	1	$ 750.00	$	750.00
	Wheel Loader (3CY Bucket)	Day	1	$ 725.00	$	725.00
	Day #4					
6/20/2020	Supervision	HR	5	$ 65.00	$	325.00
	Crew #1 (Manuel Guerrero)					
	Labor - Foreman	HR	5	$ 55.38	$	276.90
	Labor - Operator	HR	5	$ 28.00	$	140.00
	Labor - Pipe Layer	HR	5	$ 22.00	$	110.00
	Labor - General Labor #1	HR	5	$ 22.00	$	110.00
	Labor - General Labor #2	HR	5	$ 22.00	$	110.00
	Labor - General Labor #3	HR	5	$ 22.00	$	110.00
	Crew #2 (Lucas Villareal)					

	Labor - Foreman	HR	5	$ 55.38	$ 276.90
	Labor - Operator	HR	5	$ 28.00	$ 140.00
	Labor - Pipe Layer	HR	5	$ 22.00	$ 110.00
	Labor - General Labor #1	HR	5	$ 22.00	$ 110.00
	Labor - General Labor #2	HR	5	$ 22.00	$ 110.00
	Labor - General Labor #3	HR	5	$ 22.00	$ 110.00
	Excavator Rental Time Loss	Day	1	$ 750.00	$ 750.00
	Wheel Loader (3CY Bucket)	Day	1	$ 725.00	$ 725.00

	Total Material Cost	$ -	0%	$ -
	Equipment	$ 5,900.00	55%	$ 3,245.00
	Labor	$ 8,155.20	55%	$ 4,485.36
Time Loss: 4 Days			**Overhead Cost**	$ 7,730.36
	Subtotal			$ 21,785.56
	Mark-up		15%	$ 3,267.83
	Insurance & Bond Adjustments		1.5%	$ 375.80
	Total Cost for Time Loss with respect to shutouts for connections: Fern Bluff MUD Shutouts			**$ 25,429.19**

Breakdown:

1 -	**Time Loss Cost Impact**	$ 25,429.19
	Total Cost for Time Lost	**$ 25,429.19**

By Contractor:

Javier Barajas/ Project Manager - QA Construction Services Inc. — 8/13/2020 Date

Approved by:

Construction Observer: Clayton Weber, HNTB — Date

Program Manager: Michael Weaver, Prime Strategies — Date

Senior Director of Infrastructure: Robert B. Daigh, Williamson County — Date

ITEM 999-WC 06

QA Construction Services Inc.
5811 Blue Bluff Road
Austin, TX 78724
Phone: 512-637-6120

8/25/2020

Additional Work for Encasement 24"DIA Pipe

HNTB Response

Project: Great Oaks Drive Waterline Relocations
Owner: Williamson County

Encasement 24" Dia Pipe

1 -

BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
N/A	24 X .375 Steel CASING Pipe	LF	76	$ 65.85	$ 5,004.60
	12 X 24 Stainless Steel CASING SPACER W/ UHMW	EA	12	$ 83.33	$ 999.96
	12 X 24 End Sealant	EA	2	$ 48.89	$ 97.78
	Excavator Equipment (No Charge)	Day	0	$ 750.00	$ -
	Spacer & End Seals / Labor - Foreman	HR	4	$ 55.38	$ 221.52
	Spacer & End Seals /Labor - Operator	HR	4	$ 28.00	$ 112.00
	Spacer & End Seals /Labor - Pipe Layer	HR	4	$ 22.00	$ 88.00
	Spacer & End Seals /Labor - General Labor #1	HR	4	$ 22.00	$ 88.00
	Spacer & End Seals /Labor - General Labor #2	HR	4	$ 22.00	$ 88.00

	Cost	Overhead	
Total Material Cost	$ 6,102.34	0%	$ -
Equipment	$ -	55%	$ -
Labor	$ 597.52	55%	$ 328.64
		Overhead Cost	$ 328.64
		Subtotal	**$ 7,028.50**
		Mark-up 15%	$ 1,054.27
		Insurance & Bond Adjustments 1.5%	$ 121.24
		Total Cost for Encasement 24"DIA Pipe	**$ 8,204.01**

By Contractor:

Jose Ruiz/ Project Estimator - QA Construction Services Inc. — 8/25/2020 Date

Approved by:

Construction Observer: Clayton Weber, HNTB — Date

Program Manager: Michael Weaver, Prime Strategies — Date

Senior Director of Infrastructure: Robert B. Daigh, Williamson County — Date

Steel casing pipe 76.00 LF x $65.85/LF = $5004.60
casing spacers 12.00 EA x $83.33/EA = +999.96

= $6004.56
1.5% BOND + 90.07
$ 6094.63

FERGUSON Waterworks a WOLSELEY company

GREAT OAKS DRIVE WATERLINE RELOCATION (REVISED)

BIDTRACER MASTER BID ACCOUNT
BIDS ONLY!!!

NEWPORT NEWS, VA 23609

A) WATER

08) BORING, 12" PVC

Alt	Description/ Comments	UM	Qty	Final Bid Price	Extended Bid Price
DR14BP12	12 C900 DR14 PVC Gasket Joint Blue Pipe NOT FOUND ON PLANS	FT	76.00	$17.060	$1,296.56
08) BORING, 12" PVC Unit Price:	**Qty: 76**			**$17.06 / FT**	**Subtotal: $1,296.56**

09) BORING, 24" STEEL

Alt	Description/ Comments	UM	Qty	Final Bid Price	Extended Bid Price
DSCP37524FT	24 X .375 Steel CASING Pipe FOUND 265FT ON PLANS	FT	228.00	$65.850	$15,013.80
A12X24SSCASSPAC	12 X 24 Stainless Steel CASING SPACER W/ UHMW RUNNER	EA	36.00	$83.330	$2,999.88
CCES1220	12 X 24 End Sealant	EA	4.00	$48.890	$195.56
09) BORING, 24" STEEL Unit Price:	**Qty: 228**			**$79.87 /**	**Subtotal: $18,209.24**

10) BORING, 42" STEEL

Alt	Description/ Comments	UM	Qty	Final Bid Price	Extended Bid Price
42.375STL	42" x .500 STEEL CASING	FT	112.00	$104.900	$11,748.80
2442SSCS	24X42 SS CASING SPACER W/ UHMW RUNNER	EA	18.00	$155.560	$2,800.08
24X42ES	24X42 END SEAL	EA	2.00	$105.560	$211.12
10) BORING, 42" STEEL Unit Price:	**Qty: 112**			**$131.79 /**	**Subtotal: $14,760.00**

11) 24" STEEL ENCASEMENT

Alt	Description/ Comments	UM	Qty	Final Bid Price	Extended Bid Price
DSCP37524FT	24 X .375 Steel CASING Pipe	FT	285.00	$65.850	$18,767.25
A12X24SSCASSPAC	12 X 24 Stainless Steel CASING SPACER W/ UHMW RUNNER	EA	45.00	$83.330	$3,749.85
CCES1220	12 X 24 End Sealant	EA	10.00	$48.890	$488.90
11) 24" STEEL ENCASEMENT Unit Price:	**Qty: 285**			**$80.72 /**	**Subtotal: $23,006.00**

12) 42" STEEL ENCASEMENT

Alt	Description/ Comments	UM	Qty	Final Bid Price	Extended Bid Price
42.375STL	42" X .500 STEEL CASING	FT	166.00	$104.900	$17,413.40
2442SSCS	24X42 SS CASING SPACER W/ UHMW RUNNER	EA	27.00	$155.560	$4,200.12
24X42ES	24X42 END SEAL	EA	6.00	$105.560	$633.36
12) 42" STEEL ENCASEMENT Unit Price:	**Qty: 166**			**$134.02 /**	**Subtotal: $22,246.88**

QA Construction Services Inc.
5811 Blue Bluff Road
Austin, TX 78724
Phone: 512-637-6120

8/13/2020

Additional Work

Project: Great Oaks Drive Waterline Relocations
Owner: Williamson County

ROCK BERMS

BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
N/A	Rock Berm - Material	TN	16	$ 25.00	$ 400.00
	Wire Mesh - Material	Roll	1	$ 25.00	$ 25.00
	Trucking Delivery - Equipment	HR	1	$ 150.00	$ 150.00
	Skitsteer - Equipment	HR	4	$ 85.00	$ 340.00
	Labor - Foreman	HR	4	$ 55.38	$ 221.52
	Labor - Operator	HR	4	$ 23.00	$ 92.00
	Labor - Pipe Layer	HR	4	$ 22.00	$ 88.00
	Labor - General Labor	HR	4	$ 22.00	$ 88.00
				Total Cost (Material & Labor)	$ 1,404.52

	Cost	Overhead	
Total Material Cost	$ 425.00	0%	$ -
Equipment	$ 490.00	55%	$ 269.50
Labor	$ 489.52	55%	$ 269.24
		Overhead Cost	$ 538.74
	Subtotal		$ 1,943.26
	Mark-up	15%	$ 291.49
	Insurance & Bond Adjustments	1.5%	$ 33.52
		Total Cost for Rock Berm	**$ 2,268.27**

Traffic Control

BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
N/A	Traffic Control Plan	EA	1	$ 1,800.00	$ 1,800.00
	Traffic Control Implementation	Month	2	$ 4,200.00	$ 8,400.00
	Remove Signs	EA	1	$ 600.00	$ 600.00
				Total Cost of Traffic Control Plan	**$ 10,800.00**

Water Barrier Rental & Installation

BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
N/A	BARRIER WALL 6' PLASTIC WATER FILL (Month 1)	LF	126	$ 21.00	$ 2,646.00
	BARRIER WALL 6' PLASTIC WATER FILL (Month 2)	LF	126	$ 21.00	$ 2,646.00
				Total Cost for Water Barrier Rental & Installation	**$ 5,292.00**

BELL RESTRAINT - 304 SS Hardware

BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
N/A	12 JT REST RED 304 SS HARDWARE, 304 SS HARDWARE BLK COLOR - Material	EA	46	$ 201.88	$ 9,286.48
	No- SS Hardware bell joint restraints - Credit	EA	46	$ (57.00)	$ (2,622.00)
	SPLIT RESTRAINT 12 JT REST BLK 304 SS HARDWARE- Material	EA	4	$ 202.30	$ 809.20
	Labor - Foreman	HR	10	$ 55.38	$ 553.80
	Labor - Operator	HR	10	$ 28.00	$ 280.00
	Labor - Pipe Layer	HR	10	$ 22.00	$ 220.00
	Labor - General Labor #1	HR	10	$ 22.00	$ 220.00
	Labor - General Labor #2	HR	10	$ 22.00	$ 220.00
				Total Cost (Material & Labor)	$ 8,967.48

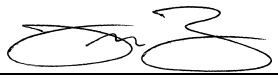
Lead Time: 10 Days
Time Loss: 10 Days

	Cost	Overhead	
Total Material Cost	$ 10,095.68	0%	$ -
Equipment	$ -	55%	$ -
Labor	$ 1,493.80	55%	$ 821.59
		Overhead Cost	$ 821.59
	Subtotal		$ 9,789.07
	Mark-up	15%	$ 1,468.36
	Insurance & Bond Adjustments	1.5%	$ 168.86
		Total Cost for BELL RESTRAINT - 304 SS Hardware	**$ 11,426.29**

Breakdown:

1 -	**ROCK BERMS**	$ 2,268.27
2 -	**Traffic Control**	$ 10,800.00
3 -	**Water Barrier Rental & Installation**	$ 5,292.00
4 -	**BELL RESTRAINT - 304 SS Hardware**	$ 11,426.29

Total Cost for Change Order No.4 **$ 29,786.56**

By Contractor: 

Javier Barajas/ Project Manager - QA Construction Services Inc.	8/13/2020 Date

Approved by:

Construction Observer: Clayton Weber, HNTB	Date
Program Manager: Michael Weaver, Prime Strategies	Date
Senior Director of Infrastructure: Robert B. Daigh, Williamson County	Date

ROUND ROCK TEXAS

SPL No: SPL-WT-105
PRODUCT: MECHANICAL RESTRAINTS
ISSUE DATE: 8/1/2018

DEPARTMENT: UTILITIES AND ENVIRONMENTAL SERVICES
SERVICE: WATER
STANDARD DETAIL: -
SPECIFICATION: 510

PRODUCT	MANUFACTURER	PRODUCT IDENTIFICATION	NOTES
DUCTILE IRON PIPE MECHANICAL JOINT RESTRAINT	EBBA IRON SALES INC. TYLER UNION SIGMA STAR PIPE PRODUCTS SIP INDUSTRIES	1100 MEGALUG 1000 TUFGRIP ONE-LOK SERIES SLDE (DI) STARGRIP SERIES 3000 EZDP	1,2,4
PVC PIPE MECHANICAL JOINT RESTRAINT	EBBA IRON SALES INC. TYLER UNION SIGMA STAR PIPE PRODUCTS FORD METER BOX CO. SIP INDUSTRIES	2000PV MEGALUG 2000 TUFGRIP ONE-LOK SERIES SLDE (PVC) PVC STARGRIP SERIES 4000 SERIES 1500-CA EZPVCP	1,3,4
DUCTILE IRON PIPE BELL RESTRAINT	TYLER UNION SIGMA STAR PIPE PRODUCTS	SERIES 3000 (DI) ONE-LOCK SLCEH (DI) SERIES 1000C AND SERIES 1100C	1,2
PVC PIPE BELL RESTRAINT	TYLER UNION SIGMA STAR PIPE PRODUCTS FORD METER BOX CO. SIP INDUSTRIES	SERIES 3000 (PVC) ONE-LOC SLCEH (PVC) SERIES 1000 AND SERIES 1100 UFR 1390 (SS BOLTS) PTPVC	1,3

REQUIREMENTS:

PRODUCTS MUST MEET ALL REQUIREMENTS LISTED IN THE CITY OF ROUND ROCK UTILITY CRITERIA MANUAL, TECHNICAL SPECIFICATIONS AND STANDARD DETAILS. ALL PRODUCTS MUST BE SUITABLE FOR USE IN POTABLE WATER.

1) RESTRAINT DEVICES SHALL HAVE A WORKING PRESSURE THAT EQUALS OR EXCEEDS THE PRESSURE OF THE PIPE, FITTINGS, OR VALVES ON WHICH THEY ARE USED.
2) RESTRAINT DEVICES FOR DI PIPE SHALL HAVE A BLACK COATING
3) RESTRAINT DEVICES FOR PVC PIPE SHALL HAVE A RED COATING
4) WEDGE-ACTION LUG-TYPE MECHANICAL JOINT RESTRAINTS SHALL NO BE ATTACHED TO CAST IRON OR ASBESTOS CONCRETE PIPE

Commissioners Court - Regular Session **63.**

Meeting Date: 12/15/2020

Agreement with City of Round Rock

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 an Agreement with the City of Round Rock, Texas and Williamson County Regarding Relocation of 10" City Wastewater along Hairy Man Rd.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hairy Man Rd Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:23 AM

Form Started By: Charlie Crossfield Started On: 12/10/2020 08:31 AM

Final Approval Date: 12/10/2020

AGREEMENT WITH CITY OF ROUND ROCK, TEXAS AND WILLIAMSON COUNTY REGARDING RELOCATION OF 10" CITY WASTEWATER ALONG HAIRY MAN ROAD

This Agreement ("Agreement") is entered into by and between the City of Round Rock, Texas. ("City"), a Texas political subdivision and Williamson County, Texas ("County"), a Texas political subdivision.

RECITALS

WHEREAS, a 10" wastewater pipeline (the "Pipeline") is currently located within the right-of-way of Hairy Man Road in Williamson County, Texas; and

WHEREAS, County is currently advertising the construction of improvements to Hairy Man Road (the "County Project"); and

WHEREAS, the parties desire to incorporate into the Project the construction to relocate approximately 130 linear feet of the Pipeline (the "Relocation Project"); and

WHEREAS, as the design of the Relocation Project was approved by the City, the County will incorporate the Relocation Project as a separate bid item in the County Project; and

WHEREAS, the parties desire to share costs for the Relocation Project as described herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, City and County agree as follows:

1. **Relocation Project**. This Agreement addresses the Relocation of approximately 130 linear feet of a 10" wastewater line including 50 linear feet of jacking and boring of a 20" steel encasement, and installation of required appurtenances associated with the Pipeline relocation. The plans including location of the Relocation Project is attached hereto as Exhibit "A".

2. **Construction**. The County will construct the Relocation Project in conjunction with the County Project and in conformity with the CobbFendley design approved by the City. The City will conduct inspections of the Relocation Project during construction and after acceptance of the Relocation Project, the City will resume responsibility for operation and maintenance of the Pipeline.

3. **Payment and Costs.**

   a. The initial cost estimate for construction of the Relocation Project is expected to be approximately $44,232.50 (the "Construction Costs"). The City agrees to be responsible for the Construction Costs of the Relocation Project after the Relocation Project is completed by the County and approved by the City. The engineer's opinion of probable cost is attached hereto as Exhibit "B".

   b. Any changes to any segment or phase of the Relocation Project may affect costs. City agrees to pay any additional costs resulting from any changes to the Relocation Project, if approved in advance, in writing, by the City.

4. **Communication**. City and County agree to hold periodic project status information meetings. County's official point of contact for the Relocation Project is Terron Evertson, County Engineer. City's official point of contact is Jeff Bell, Sr. Project Manager, City of Round Rock. City and County agree to include these designated points of contact in the chain of communication for all significant decisions and recommendations prepared by design engineers and other parties and representatives.

5. **Schedule.** Design and construction of the Relocation Project is expected to take approximately 24 months. The parties acknowledge that the timeframe is estimated and is subject to force majeure.

6. **Liability; No Waiver of Immunities.**

   a. City does not assume any liability for any property damage, injuries or death in connection with the design, engineering or construction of the Relocation Project. TO THE EXTENT PERMITTED BY LAW, COUNTY HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD CITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH THE DESIGN, ENGINEERING OR CONSTRUCTION OF THE RELOCATION PROJECT.

   b. Nothing in this Agreement shall be deemed to waive, modify or alter to any extent any defense or immunity available at law or in equity to City or County, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any non-party.

7. **Term.** The term of this Agreement is for a period of three (3) years from the Effective Date unless otherwise earlier terminated by the parties.

8. **Entire Agreement.** This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings.

9. **Governing Law**. This Agreement shall be construed and enforced in accordance with Texas law. The Parties acknowledge that Subchapter 1, Chapter 271 of the Texas Local Government Code is a legislative waiver of any sovereign immunity with the County to this Agreement, and each party waives immunity to suit for the purpose of adjudicating any claims under this Agreement. Venue for the litigation of any dispute arising hereunder shall be in Williamson County, Texas.

10. **Counterparts**. This Agreement may be executed in any number of counterparts, and it will not be necessary.

11. **No Joint Venture.** It is acknowledged and agreed by the parties that the terms herein are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its employees, elected officials and agents, do not assume any responsibilities or liabilities to any third party in connection with the Relocation Project.

Executed to be effective this 3rd day of DECEMBER, 2020 (the "Effective Date").

(SIGNATURES ON FOLLOWING PAGES)

WILLIAMSON COUNTY

By: _____

William Gravell, Jr., County Judge

Date: _____

Attest:

_____

Nancy Rister, County Clerk

ROUND ROCK, TEXAS

By:_____
Craig Morgan, Mayor

Date: 12.3.2020

Attest:

_____
Sara White, City Clerk

EXHIBIT A

Plans of the Relocation Project

EXHIBIT B

Preliminary Opinion of Probable Construction Costs

EXHIBIT "A"

INDEX OF SHEETS

C-001	TITLE SHEET
C-002	GENERAL NOTES AND SUMMARY OF QUANTITIES
C-100	KEY MAP
C-101	PROP. 10" WWL PLAN AND PROFILE STA. 10+00 TO END
C-102	EROSION CONTROL SHEET
C-501	STANDARD DETAILS - SHEET 1
C-502	STANDARD DETAILS - SHEET 2

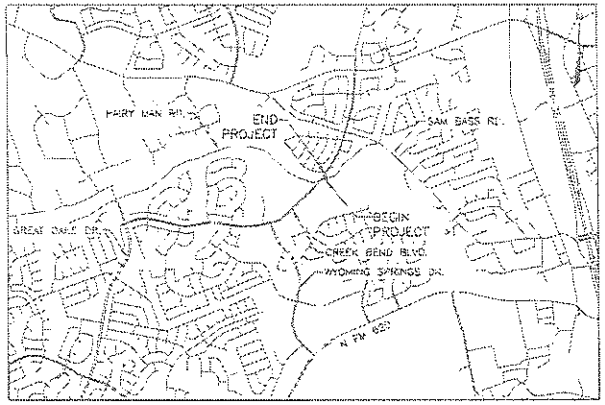
WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
HAIRY MAN RD./BRUSHY CREEK RD. IMPROVEMENTS
ROUND ROCK 10 INCH WWL RELOCATION

TOTAL LENGTH OF PROJECT: 130 LF

PROJECT LIMITS: 95 FT EAST OF HAIRY MAN RD./CREEK BEND BLVD. INTERSECTION, CROSSING HAIRY MAN RD.

RELOCATION OF 10" WASTEWATER LINE, INCLUDING OPEN CUT, INSTALLATION OF ASSOCIATED APPURTENANCES, AND RECONNECTION TO EXISTING MAIN



VICINITY MAP
(NOT TO SCALE)

OWNER INFORMATION

OWNER:
CITY OF ROUND ROCK, TEXAS
2008 ENTERPRISE DRIVE
ROUND ROCK, TEXAS 78664

CONTACT:
JEFF BELL
SENIOR PROJECT MANAGER
512-218-7076

DESIGNER:
COBB FENDLEY
505 E. HUNTLAND DR., SUITE 100
AUSTIN, TEXAS 78752

CONTACT
STANLEY FEES, P.E.
512-834-9798

100% SUBMITTAL

SUBMITTED FOR REVIEW:

STANLEY FEES, P.E.
COBB FENDLEY, INC.

DATE

APPROVALS:

3.6.20

JEFF BELL
CITY OF ROUND ROCK, TEXAS

DATE

NO.	REVISION DESCRIPTION	APPD. BY	DATE

Exhibit A

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.7277
WWW.COBBFENDLEY.COM

Dwg Info: \\austhearver\common\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\07_hairy-man-brushy-creek-road\DESIGN\C-001-GNOT.dwg - Tab: C-001 - Plotted: 10/15/2020 5:16 PM By: KRISTEN VAN HOOSIER

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ROUND ROCK STANDARD SPECIFICATIONS MANUAL.
2. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR DESTRUCTION OR REMOVAL THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED AT HIS EXPENSE.
3. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION, ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER WHO SHALL BE RESPONSIBLE FOR REVISING THE PLANS ARE APPROPRIATE.
4. MANHOLE FRAMES, COVERS, VALVES, CLEANOUTS, ETC. SHALL BE RAISED TO FINISHED GRADE PRIOR TO FINAL PAVING CONSTRUCTION.
5. THE CONTRACTOR SHALL GIVE THE CITY OF ROUND ROCK INSPECTOR AND CONSTRUCTION OBSERVER 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
6. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. REVEGETATION OF ALL DISTURBED OR EXPOSED AREAS SHALL CONSIST OF SODDING OR SEEDING, AT THE CONTRACTOR'S OPTION. HOWEVER, THE TYPE OF REVEGETATION MUST EQUAL OR EXCEED THE TYPE OF VEGETATION PRESENT BEFORE CONSTRUCTION. REVEGETATION SHALL BE INCLUDED IN THE MAIN ROADWAY PLANS.
7. PRIOR TO ANY CONSTRUCTION, THE ENGINEER SHALL CONVENE A PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF ROUND ROCK, HIMSELF, THE CONTRACTOR, OTHER UTILITY COMPANIES, THE COUNTY OBSERVER, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE.
8. THE CONTRACTOR AND THE ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. THE ENGINEER SHALL FURNISH THE CITY OF ROUND ROCK ACCURATE "AS-BUILT" DRAWINGS FOLLOWING COMPLETION OF ALL CONSTRUCTION. THESE "ASBUILT" DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT PRIOR TO FINAL ACCEPTANCE.
9. THE ROUND ROCK CITY COUNCIL SHALL NOT BE PETITIONED FOR ACCEPTANCE UNTIL ALL NECESSARY EASEMENT DOCUMENTS HAVE BEEN SIGNED AND RECORDED.
10. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND ANY TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE CITY ENGINEER.
11. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.

TRENCH SAFETY

1. IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE U. S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, ALL TRENCHES OVER 5 FEET IN DEPTH IN EITHER HARD AND COMPACT OR SOFT AND UNSTABLE SOIL SHALL BE SLOPED,SHORED, SHEETED, BRACED OR OTHERWISE SUPPORTED. FURTHERMORE, ALL TRENCHES LESS THAN 5 FEET IN DEPTH SHALL ALSO BE EFFECTIVELY PROTECTED WHEN HAZARDOUS GROUND MOVEMENT MAY BE EXPECTED. TRENCH SAFETY SYSTEMS TO BE UTILIZED FOR EACH PROJECT WILL BE PROVIDED TO CONTRACTOR.
2. IN ACCORDANCE WITH THE U. S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, WHEN PERSONS ARE IN TRENCHES 4 FEET DEEP OR MORE, ADEQUATE MEANS OF EXIT,SUCH AS A LADDER OR STEPS, MUST BE PROVIDED AND LOCATED SO AS TO REQUIRE NO MORE THAN 25 FEET OF LATERAL TRAVEL.
3. IF TRENCH SAFETY SYSTEM DETAILS WERE NOT PROVIDED IN THE PLANS BECAUSE TRENCHES WERE ANTICIPATED TO BE LESS THANS FEET IN DEPTH AND DURING CONSTRUCTION IT IS FOUND THAT TRENCHES ARE IN FACT 5 FEET OR MORE IN DEPTH OR TRENCHES LESS THAN 5 FEET IN DEPTH ARE IN AN AREA WHERE HAZARDOUS GROUND MOVEMENT IS EXPECTED, ALL CONSTRUCTION SHALL CEASE,THE TRENCHED AREA SHALL BE BARRICADED AND THE ENGINEER NOTIFIED IMMEDIATELY. CONSTRUCTION SHALL NOT RESUME UNTIL APPROPRIATE TRENCH SAFETY SYSTEM DETAILS, AS DESIGNED BY A PROFESSIONAL ENGINEER, ARE RETAINED AND COPIES SUBMITTED TO THE CITY OF ROUND ROCK.

STREET AND DRAINAGE

1. ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT THE OWNER'S EXPENSE. ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR. A CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS. TESTING SHALL BE COORDINATED WITH THE CITY INSPECTOR AND HE SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY TESTING. TELEPHONE 218-5555 (INSPECTIONS).
2. BACKFILL BEHIND THE CURB SHALL BE COMPACTED TO OBTAIN A MINIMUM OF 95%MAXIMUM DENSITY TO WITHIN 3" OF TOP OF CURB. MATERIAL USED SHALL BE PRIMARILY GRANULAR WITH NO ROCKS LARGER THAN 6" IN THE GREATEST DIMENSION. THE REMAINING 3" SHALL BE CLEAN TOPSOIL FREE FROM ALL CLODS AND SUITABLE FOR SUSTAINING PLANT LIFE.
3. DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING GAS, ELECTRIC, TELEPHONE, CABLE TV, WATER SERVICES, ETC., SHALL BE A MINIMUM OF 30" BELOW SUBGRADE.

WATER AND WASTEWATER

1. PIPE MATERIAL FOR WATER MAINS SHALL BE PVC (AWWA C-900, MIN. CLASS 200), OR DUCTILE IRON (AWWA C-100, MIN. CLASS 200). WATER SERVICES (2" OR LESS) SHALL BE POLYETHYLENE TUBING (BLACK, 200 PSI, DR 9).
2. PIPE MATERIAL FOR PRESSURE WASTEWATER MAINS SHALL BE PVC (AWWA C-900, MIN. CLASS 150), OR DUCTILE IRON (AWWA C-100, MIN. CLASS 200). PIPE MATERIAL FOR GRAVITY WASTEWATER MAINS SHALL BE PVC (ASTM D2241 OR D3034, MAX. DR-26). DUCTILE IRON (AWWA C-100, MIN. CLASS 200).
3. UNLESS OTHERWISE ACCEPTED BY THE CITY ENGINEER, DEPTH OF COVER FOR ALL LINES OUT OF THE PAVEMENT SHALL BE 42" MIN., AND DEPTH OF COVER FOR ALL LINES UNDER PAVEMENT SHALL BE A MIN. OF 30" BELOW SUBGRADE.
4. ALL FIRE HYDRANT LEADS SHALL BE DUCTILE IRON PIPE (AWWA C-100, MIN. CLASS 200).
5. ALL IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH MINIMUM 8-MIL POLYETHYLENE AND SEALED WITH DUCT TAPE OR EQUAL ACCEPTED BY THE CITY ENGINEER.
6. THE CONTRACTOR SHALL CONTACT THE CITY INSPECTOR AT 218-5555 TO COORDINATE UTILITY TIE-INS AND NOTIFY HIM AT LEAST 48 HOURS PRIOR TO CONNECTING TO EXISTING LINES.
7. ALL MANHOLES SHALL BE CONCRETE WITH CAST IRON RING AND COVER. ALL MANHOLES LOCATED OUTSIDE OF THE PAVEMENT SHALL HAVE BOLTED COVERS. TAPPING OF FIBERGLASS MANHOLES SHALL NOT BE ALLOWED.
8. THE CONTRACTOR MUST OBTAIN A BULK WATER PERMIT OR PURCHASE AND INSTALL A WATER METER FOR ALL WATER USED DURING CONSTRUCTION. A COPY OF THIS PERMIT MUST BE CARRIED AT ALL TIMES BY ALL WHO USE WATER.
9. LINE FLUSHING OR ANY ACTIVITY USING A LARGE QUANTITY OF WATER MUST BE SCHEDULED WITH INSPECTOR.
10. THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM STERILIZATION OF ALL POTABLE WATER LINES CONSTRUCTED AND SHALL PROVIDE ALL EQUIPMENT (INCLUDING TEST GAUGES), SUPPLIES (INCLUDING CONCENTRATED CHLORINE DISINFECTING MATERIAL), AND NECESSARY LABOR REQUIRED FOR THE STERILIZATION PROCEDURE. THE STERILIZATION PROCEDURE SHALL BE MONITORED BY CITY OF ROUND ROCK PERSONNEL. WATER SAMPLES WILL BE COLLECTED BY THE CITY OF ROUND ROCK TO VERIFY EACH TREATED LINE HAS ATTAINED AN INITIAL CHLORINE CONCENTRATION OF 50 PPM. WHERE MEANS OF FLUSHING IS NECESSARY, THE CONTRACTOR, AT HIS EXPENSE, SHALL PROVIDE FLUSHING DEVICES AND REMOVE SAID DEVICES PRIOR TO FINAL ACCEPTANCE BY THE CITY OF ROUND ROCK.
11. SAMPLING TAPS SHALL BE BROUGHT UP TO 3 FEET ABOVE GRADE AND SHALL BE EASILY ACCESSIBLE FOR CITY PERSONNEL. AT THE CONTRACTOR'S REQUEST, AND IN HIS PRESENCE, SAMPLES FOR BACTERIOLOGICAL TESTING WILL BE COLLECTED BY THE CITY OF ROUND ROCK NOT LESS THAN 24 HOURS AFTER THE TREATED LINE HAS BEEN FLUSHED OF THE CONCENTRATED CHLORINE SOLUTION AND CHARGED WITH WATER APPROVED BY THE CITY. CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF THE PRE- TESTING DUE TO FAILED TEST.
12. THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM QUALITY TESTING FOR ALL WASTEWATER PIPE INSTALLED AND PRESSURE PIPE HYDROSTATIC TESTING OF ALL WATER LINES CONSTRUCTED AND SHALL PROVIDE ALL EQUIPMENT (INCLUDING PUMPS AND GAUGES), SUPPLIES AND LABOR NECESSARY TO PERFORM THE TESTS. QUALITY AND PRESSURE TESTING SHALL BE MONITORED BY CITY OF ROUND ROCK PERSONNEL.
13. THE CONTRACTOR SHALL COORDINATE TESTING WITH THE CITY OF INSPECTOR AND PROVIDE NO LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION, QUALITY TESTING OR PRESSURE TESTING.
14. THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY THE CITY OF ROUND ROCK.
15. ALL VALVE BOXES AND COVERS SHALL BE CAST IRON.
16. ALL WATER SERVICE, WASTEWATER SERVICE AND VALVE LOCATIONS SHALL BE APPROPRIATELY MARKED AS FOLLOWS:

    WATER SERVICE "W" ON TOP OF CURB
    WASTEWATER SERVICE "S" ON TOP OF CURB
    VALVE "V" ON FACE OF CURB

    TOOLS FOR MARKING THE CURB SHALL BE PROVIDED BY THE CONTRACTOR. OTHER APPROPRIATE MEANS OF MARKING SERVICE AND VALVE LOCATIONS SHALL BE PROVIDED IN AREAS WITHOUT CURBS. SUCH MEANS OF MARKING SHALL BE AS SPECIFIED BY THE ENGINEER AND ACCEPTED BY THE CITY OF ROUND ROCK.
17. CONTACT CITY OF ROUND ROCK ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT FOR ASSISTANCE IN OBTAINING EXISTING WATER AND WASTEWATER LOCATIONS.
18. THE CITY OF ROUND ROCK FIRE DEPARTMENT SHALL BE NOTIFIED 48 HOURS PRIOR TO TESTING OF ANY BUILDING SPRINKLER PIPING IN ORDER THAT THE FIRE DEPARTMENT MAY MONITOR SUCH TESTING.
19. SAND, AS DESCRIBED IN SPECIFICATION ITEM 510 PIPE, SHALL NOT BE USED AS BEDDING FOR WATER AND WASTEWATER LINES. ACCEPTABLE BEDDING MATERIALS ARE PIPE BEDDING STONE, PEA GRAVEL AND IN LIEU OF SAND, A NATURALLY OCCURRING OR MANUFACTURED STONE MATERIAL CONFORMING TO ASTM C33 FOR STONE QUALITY AND MEETING THE FOLLOWING GRADATION SPECIFICATION:

SIEVE SIZE	PERCENT RETAINED BY WEIGHT
1/2"	0
3/8"	0-2
#4	40-85
#10	95-100

20. THE CONTRACTOR IS HEREBY NOTIFIED THAT CONNECTING TO, SHUTTING DOWN, OR TERMINATING EXISTING UTILITY LINES MAY HAVE TO OCCUR AT OFF-PEAK HOURS. SUCH HOURS ARE USUALLY OUTSIDE NORMAL WORKING HOURS AND POSSIBLY BETWEEN 12 A.M. AND 6 A.M.
21. ALL WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATIONS, 30 TAC CHAPTER 213 AND 317, AS APPLICABLE. WHENEVER TCEQ AND CITY OF ROUND ROCK SPECIFICATIONS CONFLICT, THE MORE STRINGENT SHALL APPLY.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY CONTRIBUTING ZONE PLAN GENERAL CONSTRUCTION NOTES

1. A WRITTEN NOTICE OF CONSTRUCTION MUST BE SUBMITTED TO THE TCEQ REGIONAL OFFICE AT LEAST 48 HOURS PRIOR TO THE START OF ANY GROUND DISTURBANCE OR CONSTRUCTION ACTIVITIES. THIS NOTICE MUST INCLUDE:
   THE NAME OF THE APPROVED PROJECT
   THE ACTIVITY START DATE; AND
   THE CONTACT INFORMATION OF THE PRIME CONTRACTOR
2. ALL CONTRACTORS CONDUCTING REGULATED ACTIVITIES ASSOCIATED WITH THIS PROJECT SHOULD BE PROVIDED WITH COMPLETE COPIES OF THE APPROVED CONTRIBUTING ZONE PLAN (CZP) AND THE TCEQ LETTER INDICATING THE SPECIFIC CONDITIONS OF ITS APPROVAL. DURING THE COURSE OF THESE REGULATED ACTIVITIES, THE CONTRACTOR(S) SHOULD KEEP COPIES OF THE APPROVED PLAN AND APPROVAL LETTER ON-SITE.
3. NO HAZARDOUS SUBSTANCE STORAGE TANK SHALL BE INSTALLED WITHIN 150 FEET OF A WATER SUPPLY SOURCE, DISTRIBUTION SYSTEM, WELL, OR SENSITIVE FEATURE.
4. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY, ALL TEMPORARY EROSION AND SEDIMENTATION (E&S) CONTROL MEASURES MUST BE PROPERLY INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS. IF INSPECTIONS INDICATE A CONTROL HAS BEEN USED INAPPROPRIATELY, OR INCORRECTLY, THE APPLICANT MUST REPLACE OR MODIFY THE CONTROL FOR SITE SITUATIONS. THESE CONTROLS MUST REMAIN IN PLACE UNTIL THE DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED.
5. ANY SEDIMENT THAT ESCAPES THE CONSTRUCTION SITE MUST BE COLLECTED AND PROPERLY DISPOSED OF BEFORE THE NEXT RAIN EVENT TO ENSURE IT IS NOT WASHED INTO SURFACE STREAMS, SENSITIVE FEATURES, ETC.
6. SEDIMENT MUST BE REMOVED FROM THE SEDIMENT TRAPS OR SEDIMENTATION BASINS WHEN IT OCCUPIES 50% OF THE BASIN'S DESIGN CAPACITY.
7. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORMWATER SHALL BE PREVENTED FROM BEING DISCHARGED OFFSITE.
8. ALL EXCAVATED MATERIAL THAT WILL BE STORED ON-SITE MUST HAVE PROPER E&S CONTROLS.
9. IF PORTIONS OF THE SITE WILL HAVE A CEASE IN CONSTRUCTION ACTIVITY LASTING LONGER THAN 14 DAYS, SOIL STABILIZATION IN THOSE AREAS SHALL BE INITIATED AS SOON AS POSSIBLE PRIOR TO THE 14TH DAY OF INACTIVITY, IF ACTIVITY WILL RESUME PRIOR TO THE 21ST DAY, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS POSSIBLE.
10. THE FOLLOWING RECORDS SHOULD BE MAINTAINED AND MADE AVAILABLE TO THE TCEQ UPON REQUEST:
    THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR
    THE DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE; AND THE DATES WHEN STABILIZATION MEASURES ARE INITIATED.
11. THE HOLDER OF ANY APPROVED CZP MUST NOTIFY THE APPROPRIATE REGIONAL OFFICE IN WRITING AND OBTAIN APPROVAL FROM THE EXECUTIVE DIRECTOR PRIOR TO INITIATING ANY OF THE FOLLOWING:
    ANY PHYSICAL OR OPERATIONAL MODIFICATION OF ANY BEST MANAGEMENT PRACTICES (BMPS) OR STRUCTURE(S), INCLUDING BUT NOT LIMITED TO TEMPORARY OR PERMANENT PONDS, DAMS, BERMS, SILT FENCES, AND DIVERSIONARY STRUCTURES;
    ANY CHANGE IN THE NATURE OR CHARACTER OF THE REGULATED ACTIVITY FROM THAT WHICH WAS ORIGINALLY APPROVED;
    ANY CHANGE THAT WOULD SIGNIFICANTLY IMPACT THE ABILITY TO PREVENT POLLUTION OF THE EDWARDS AQUIFER; OR
    ANY DEVELOPMENT OF LAND PREVIOUSLY IDENTIFIED AS UNDEVELOPED IN THE APPROVED CONTRIBUTING ZONE PLAN.

Austin Regional Office 12100 Park 35 Circle, Building A Austin, Texas 78753-1808 Phone (512) 339-2929 Fax (512) 339-3795 San Antonio Regional Office 14250 Judson Road San Antonio, Texas 78233-4480 Phone (210) 490-3096 Fax (210) 545-4329

SURVEY NOTES

1. BEARING VALUES BASED ON THE TEXAS STATE PLAN COORDINATE SYSTEM, NAD-83, CENTRAL (4203). COORDINATES ARE SURFACE VALUES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011. ELEVATIONS BASED UPON GEOID 2012A, PER WESTERN DATA GPS REFERENCE NETWORK.

SUMMARY OF QUANTITIES

505	Encasement Pipe, 20" Dia., Steel (ASTM A134)	50	LF
506-WW	Drop Manhole w/CIP Base, 5' Dia.	1	EA
509	Trench Safety Systems (All Depths)	83	LF
510-WW	Pipe, 10" Dia. PVC SDR-26 (All Depths)	83	LF
559	Concrete Box Culvert, 4 ft. x 4 ft. for temporary bypass	13	VF
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	165	LF
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	165	LF
SP506-BPWW	Temporary Wastewater Bypass Pumping	5	DAY

REV NO	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
8911 RESEARCH BLVD, STE 108 AUSTIN, TEXAS 78758 512.837.8303 FAX 512.837.8303 WWW.COBBFENDLEY.COM

GENERAL NOTES AND SUMMARY OF QUANTITIES

HAIRY MAN 10" WWL RELOCATION
ROUND ROCK, TEXAS

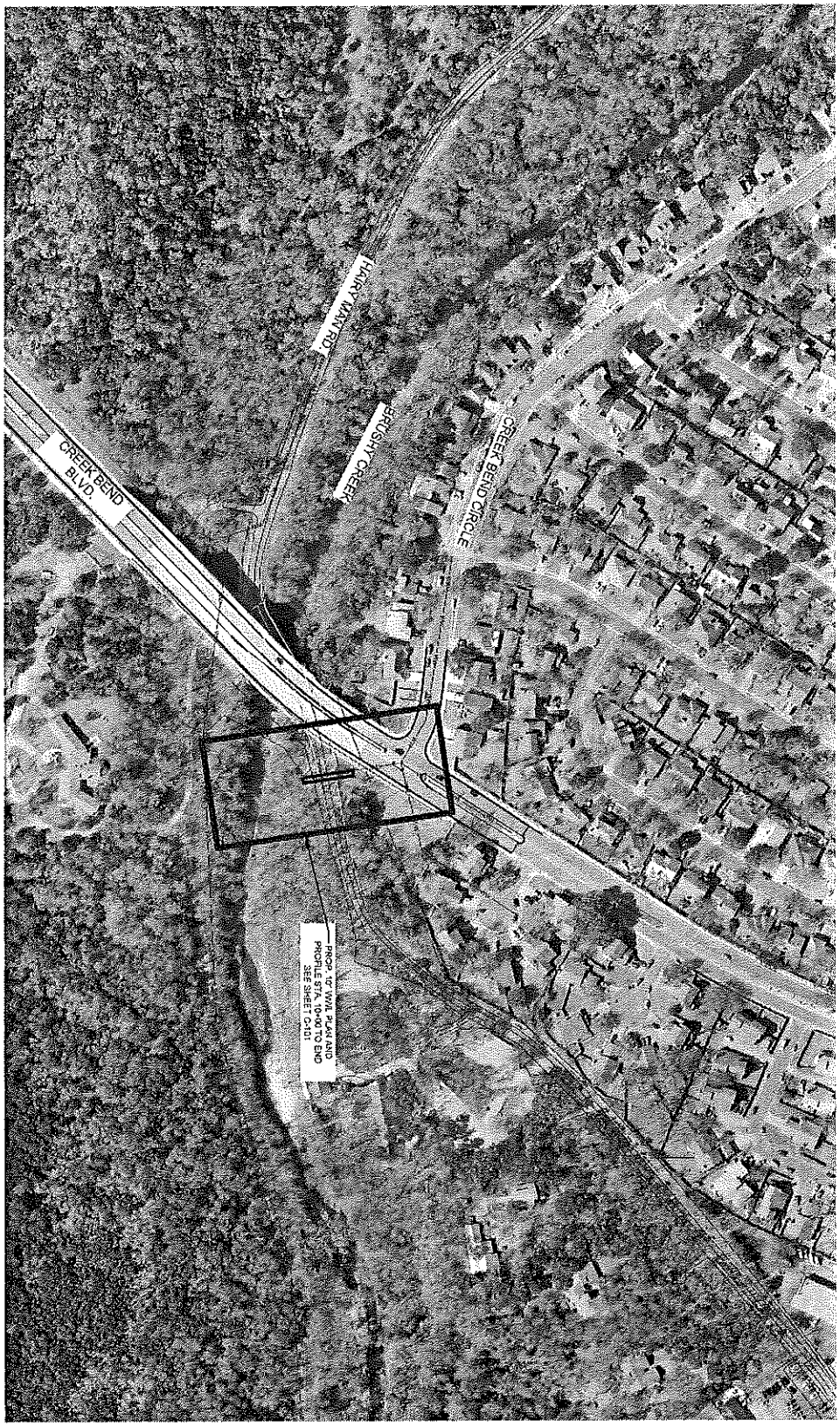
WILLIAMSON COUNTY

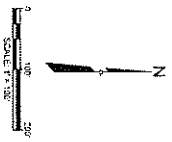
PROJ.NO. 17824-01-10
DESIGN: K. VAN HOOSIER
DRAWN: K. BYRNE
CHECK: L. PRINCE
APPR: S. FEES
DATE: OCTOBER 15, 2020

STATE OF TEXAS
STANLEY RAY FEES
63294
LICENSED
PROFESSIONAL ENGINEER
OCTOBER 15, 2020

SHEET
C-002
2 of 8

Dwg Info: \\austinserver\common\CFA\2014\0208801_williamson_county_2013_road_bond\MUN\07_hairy-man-brushy-creek-road\DESIGN\C-100-KEYM.dwg - Tab: KEY MAP - Plotted: 10/24/2019 4:43 PM By: ARDA MAST





SHEET C-100 3 of 8

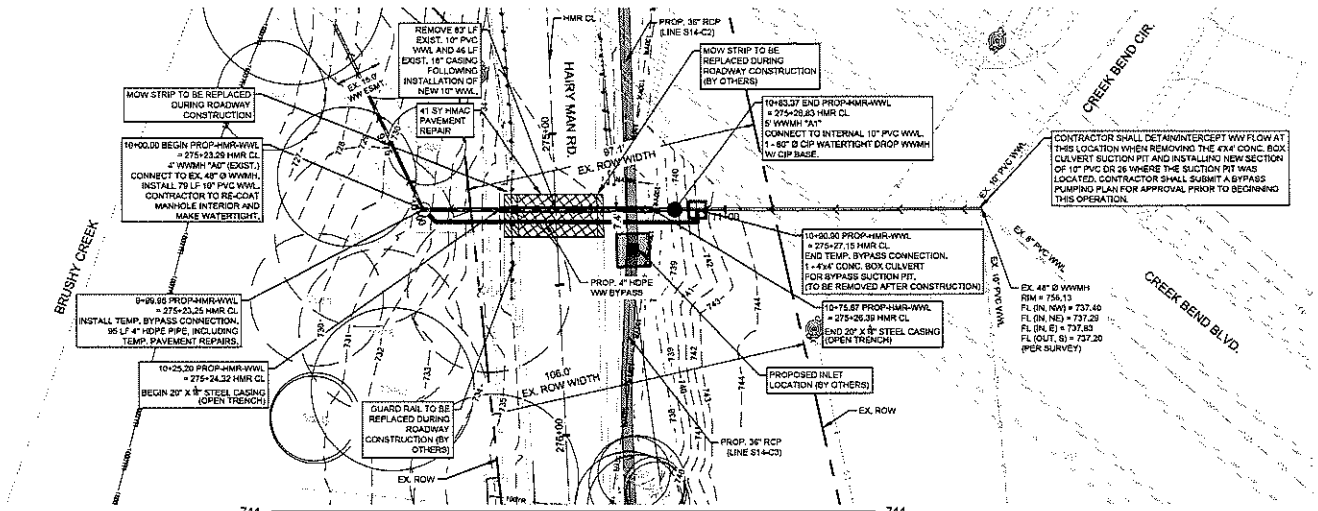
WILLIAMSON COUNTY

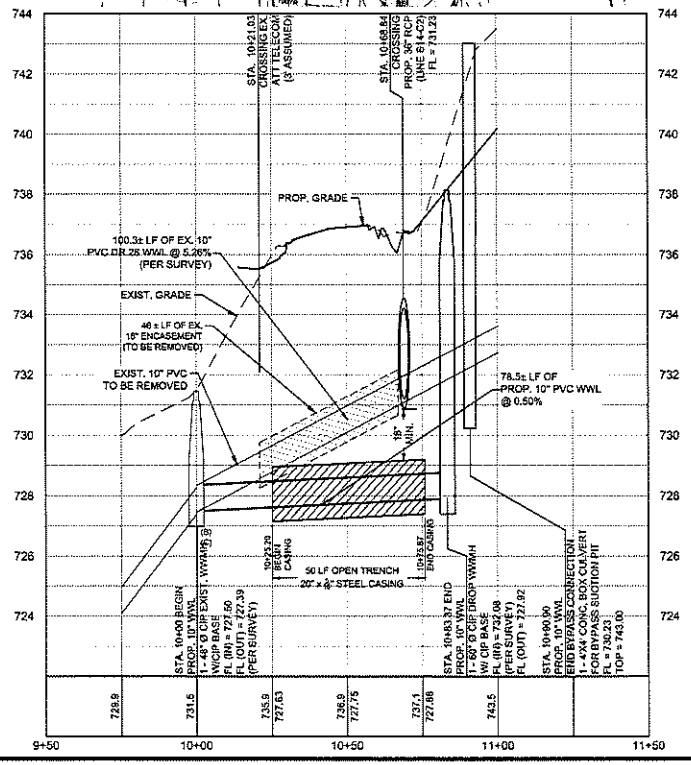
KEY MAP

HAIRY MAN 10" WWL RELOCATION
ROUND ROCK, TEXAS

CobbFendley

REV. NO.	REVISION DESCRIPTION	APPROVED BY	DATE





NOTE:
CONTRACTOR MUST MEET/EXCEED THE EXISTING PAVEMENT SECTION WHEN PERFORMING PAVEMENT REPAIRS.

THE CONTRACTOR SHALL HAVE FULL TIME (24 HOUR), ONSITE QUALIFIED PUMP PERSONNEL INCLUDING SUPERVISION FOR MONITORING THE ENTIRE BYPASS INSTALLATION WHILE IT IS IN OPERATION. THE ENTIRE LENGTH OF BYPASS PIPING SHALL BE WALKED AND INSPECTED HOURLY TO MONITOR FOR LEAKS. HIGH LEVEL ALARM NOTIFICATION TO CELL PHONES SHALL NOT ELIMINATE THIS REQUIREMENT. WHERE BYPASS PUMPING SYSTEMS EXCEED 1,500 FEET IN LENGTH CANNOT BE COMPLETELY OBSERVED FROM THE BYPASS PUMP LOCATION, AT LEAST ONE ATTENDANT SHALL BE ASSIGNED TO THE PUMP OPERATION, AND ONE ADDITIONAL ATTENDANT SHALL BE ASSIGNED TO WALK AND MONITOR THE PIPELINE.

ONCE ALL WORK IS COMPLETED AND THE BYPASS PUMPING OPERATION IS NO LONGER REQUIRED, THE CONTRACTOR MUST DISINFECT AND DRAIN THE ENTIRE BPP SYSTEM IN ACCORDANCE WITH APPROVED SUBMITTAL.

(B)

WWMH STA 10+00 TO STA 10+83.37 WITH A 20% SAFETY FACTOR	
PEAK WET WEATHER FLOW CAPACITY:	345,600 GPD / 240 GPM / 0.54 CFS
VELOCITY IN 10" PIPE @ 0.5% SLOPE:	2.18 FPS
DEPTH IN 10" PIPE @ 0.5% SLOPE:	0.38 FT

(C)

WWMH STA 10+00 TO STA 10+83.37 WITH FLOW OF 85% FLOW	
PEAK WET WEATHER FLOW CAPACITY:	864,000 GPD / 600 GPM / 1.61 CFS
VELOCITY IN 10" PIPE @ 0.5% SLOPE:	2.86 FPS
DEPTH IN 10" PIPE @ 0.5% SLOPE:	0.66 FT

LEGEND

- PROP. WASTEWATER
- PROP. ROW
- EXIST. ROW
- EASEMENT
- EXIST. EOP
- PROP. EOP
- W — W — EXIST. WATER LINE
- WW — WW — EXIST. WW LINE
- SD — SD — STORM DRAIN
- G — G — EXIST. GAS LINE
- UT — UT — U.C. TELECOM
- FO — FO — FIBER OPTIC
- OE — OE — OVERHEAD ELECTRIC
- E — E — U.C. ELECTRIC
- O — O — CHAINLINK FENCE
- ROCK FENCE
- X — X — WIRE FENCE

EXIST. TREE (TO REMAIN)

EXIST. TREE (TO BE REMOVED)

EXIST. TREE (TO REMAIN WITH PROTECTIVE TYPE A CHAIN LINK FENCE)

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. CONTRACTOR TO MAINTAIN 48" MINIMUM COVER OVER PROPOSED WASTEWATER LINE IN THE STREET AND 42" IN UNPAVED AREAS. CONTRACTOR TO MAINTAIN MINIMUM 18" VERTICAL AND 5' HORIZONTAL CLEARANCE BETWEEN PROPOSED AND EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE PLANS.
3. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BEGINNING WORK.
4. EXISTING WASTEWATER MAINS CONNECTED TO PROPOSED BYPASS CONNECTION, AND TO EXISTING MANHOLE AT STA 10+00 ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW MAINS ARE CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.

EXISTING
PROPOSED

EXISTING GRADE / CLOCK LINE OF PIPE
732.7 / 727.71

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE FIRM #1741 | TBPLS FIRM #10194377
655 EAST HUTTO DRIVE, SUITE 100
HUTTO, TEXAS 78634
512.238.7901 | FAX 512.238.7903
WWW.COBBFENDLEY.COM

PROP. 10" WWL PLAN AND PROFILE STA. 10+00 TO END

HAIRY MAN 10" WWL RELOCATION
ROUND ROCK, TEXAS

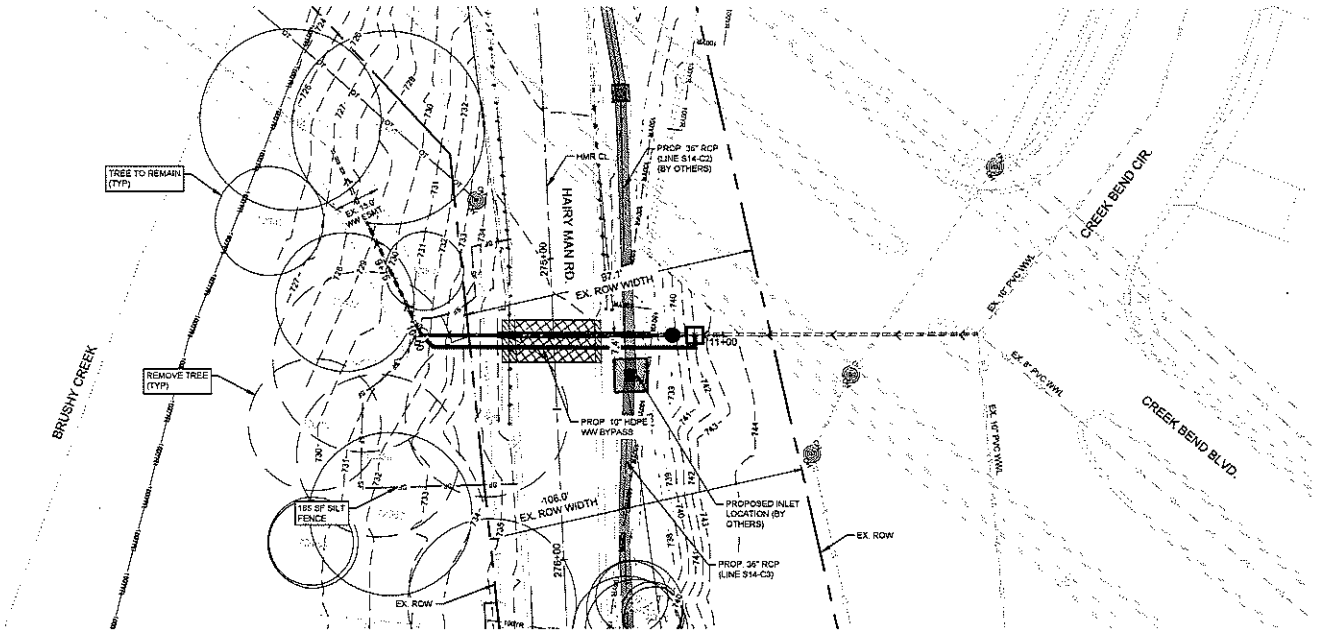
WILLIAMSON COUNTY

PROJ. NO.	1720-011-19
DESIGN:	K. VAN HOOSIER
DRAWN:	M. BYRNE
CHECK:	L. PRINCE
APPR:	S. FEES
DATE:	OCTOBER 7, 2020

STATE OF TEXAS
STANLEY RAY FEES
63294
LICENSED PROFESSIONAL ENGINEER
OCTOBER 7, 2020

SHEET
C-101
4 of 8

Dwg Info: \\austinsvr\common\CFA\2014\030880\1_williamson_county_2013_road_bond\MUN\07_hairy-man-brushy-creek-road\DESIGN\C-101-WTR.dwg - Tab: 10+00-END - Plotted: 10/7/2020 11:03 AM By: DANIEL MILTON



N

0 20' 40'
SCALE: 1" = 40'

LEGEND

- PROP. WASTEWATER
- PROP. ROW
- EXIST. ROW
- EASEMENT
- EXIST. EOP
- PROP. EOP
- W — W — EXIST. WATER LINE
- WW — WW — EXIST. WW LINE
- SD — SD — STORM DRAIN
- G — G — EXIST. GAS LINE
- UT — UT — U.G. TELECOM
- FO — FO — FIBER OPTIC
- OE — OE — OVERHEAD ELECTRIC
- E — E — U.G. ELECTRIC
- CHAINLINK FENCE
- ROCK FENCE
- X — X — WIRE FENCE
- EXIST. TREE (TO REMAIN)
- EXIST. TREE (TO BE REMOVED)

TREE LIST

POINT #	TAG #	DRIP DIA.	SIZE	DESCRIPTION	STATUS
735.486	12638	27'	27"	CEDAR ELM	REMOVE
725.175	12647	18'	18"	CEDAR ELM	-
729.087	12648	23'	23"	CEDAR ELM	-
731.331	12650	13'	13"	CEDAR ELM	-
730.720	12652	30'	30"	CEDAR ELM	REMOVE
729.972	12655	22'	22"	CEDAR ELM	REMOVE
732.031	12656	27'	27"	CEDAR ELM	REMOVE
730.342	12660	14'	14"	CEDAR ELM	-
732.762	12662	27'	27"	CEDAR ELM	-
730.831	12665	15'	15"	OAK	-
735.089	12671	28'	28"	OAK	-
737.791	12680	12',12'	12",12"	OAK	-
739.060	12681	16'	16"	OAK	-
738.237	12682	10',4'	10",4"	OAK	-
738.105	12683	10'	10"	OAK	-

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. CONTRACTOR TO MAINTAIN 48" MINIMUM COVER OVER PROPOSED WASTEWATER LINE IN THE STREET AND 42" IN UNPAVED AREAS. CONTRACTOR TO MAINTAIN MINIMUM 18" VERTICAL AND 5' HORIZONTAL CLEARANCE BETWEEN PROPOSED AND EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE PLANS.
3. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BEGINNING WORK.
4. EXISTING WASTEWATER MAINS CONNECTED TO PROPOSED BYPASS CONNECTION, AND TO EXISTING MANHOLE AT STA. 10+00 ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW MAINS ARE CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.

REV. NO.	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
TBPE FIRM F-1386 TBPLS FIRM 10046101
805 EAST HIGHLAND DRIVE SUITE 100
AUSTIN, TEXAS 78723
512.837.7800 FAX 512.837.7855
WWW.COBBFENDLEY.COM

EROSION CONTROL SHEET

HAIRY MAN 10" WWL RELOCATION
ROUND ROCK, TEXAS

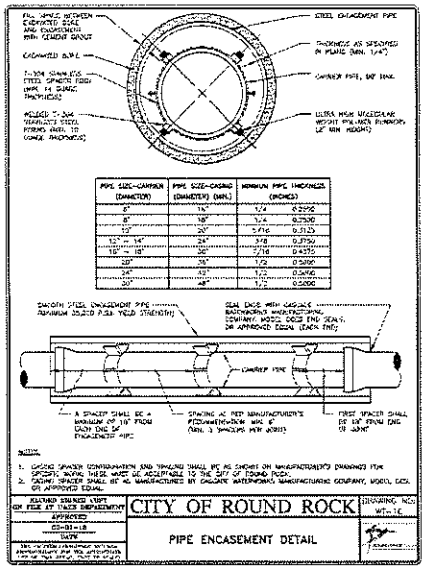
WILLIAMSON COUNTY TEXAS

PROJ. NO. 17834-01-10
DESIGN: K. VAN HOOSIER
DRAWN: R. BYRNE
CHECK: L. PRINCE
APPR: S. FEES
DATE: OCTOBER 15, 2020

STATE OF TEXAS
STANLEY RAY FEES
63294
LICENSED
PROFESSIONAL ENGINEER
OCTOBER 15, 2020

SHEET
C-102
5 of 8

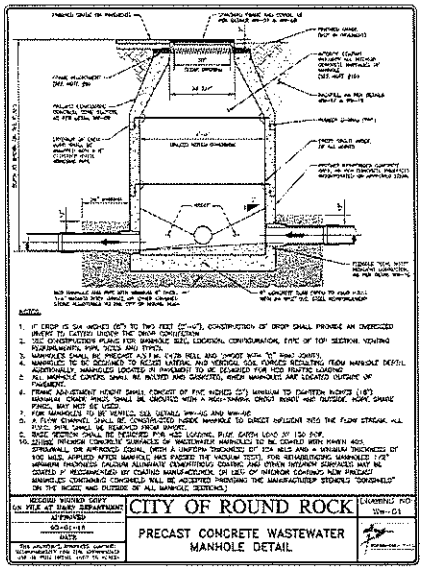
Dwg. Info: G:\CFA\2014\030801_Williamson_County_2013_Road_Bond\MUN\07_Hairy-Man-Brushy-Creek-Road\DESIGN\C-101-WWTR.dwg - Tab: EROSION CONTROL SHEET - Plotted: 10/15/2020 5:19 PM By: KRISTEN VAN HOOSIER



PIPE SIZE-CARRIER (DIAMETER)	PIPE SIZE-CASING (DIAMETER) (MIN.)	MINIMUM PIPE THICKNESS (INCHES)
4"	10"	1/4
6"	18"	1/4
10"	20"	5/16
12" - 14"	24"	3/8
16" - 18"	30"	7/16
20"	36"	1/2
24"	42"	1/2
30"	48"	1/2

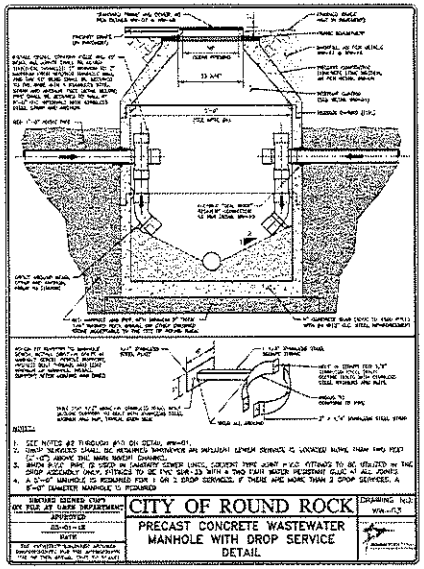
NOTES:
1. CASING SPACER CONFIGURATION AND SPACING SHALL BE AS SHOWN ON MANUFACTURER'S DRAWINGS FOR SPECIFIC WORK. SPACERS SHALL BE ACCEPTABLE TO THE OWNER PRIOR TO INSTALLATION.
2. CASING SPACER SHALL BE AS MANUFACTURED BY CALPIPE WATERWORKS MANUFACTURING COMPANY, MODEL CSCA, OR APPROVED EQUAL.

CITY OF ROUND ROCK
PIPE ENCASEMENT DETAIL
DRAWING NO: WW-06



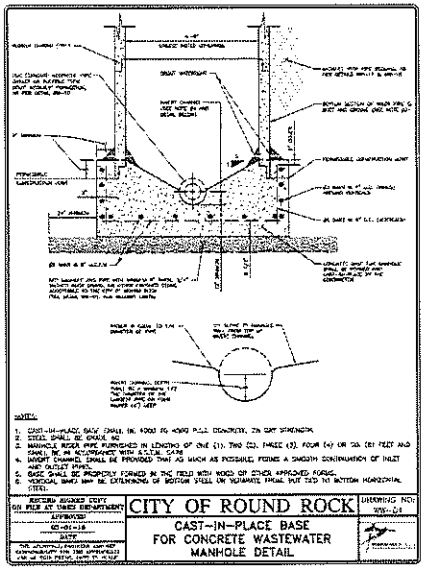
NOTES:
1. IF DROP IS SIX INCHES (6") TO TWO FEET (2'-0"), CONSTRUCTION OF DROP SHALL PROVIDE AN ENCASED INVERT TO LATTER UNDER THE SWEEP CONFIGURATION.
2. SEE CONSTRUCTION PLANS FOR MANHOLE SIZE, LOCATION, CONFIGURATION, TYPE OF TOP SECTION, VENTING REQUIREMENTS, PIPE, SIZES AND TYPES.
3. MANHOLES SHALL BE PRECAST, A.S.T.M. C478 REIN. AND CONCRETE WITH "O" RING JOINTS.
4. MANHOLES TO BE DESIGNED TO RESIST LATERAL AND VERTICAL SOIL FORCES RESULTING FROM MANHOLE DEPTH, ADDITIONALLY MANHOLES LOCATED IN PAVEMENT TO BE DESIGNED FOR H20 TRAFFIC LOADING.
5. ALL MANHOLE COVERS SHALL BE LOCATED AND DIRECTED, WHERE MANHOLES ARE LOCATED OUTSIDE OF PAVEMENT.
6. FINAL ADJUSTMENT HEIGHT SHALL CONSIST OF FIVE INCHES (5") MINIMUM TO EIGHTEEN INCHES (18") MAXIMUM GRADE RINGS. SHALL BE GROUTED WITH A NON-SHRINK GROUT INSIDE AND OUTSIDE. WORK SHALL FINISH WITH 45° SLOPE.
7. FOR MANHOLES TO BE VENTED, SEE DETAILS WW-04 AND WW-05.
8. A FLOW CHANNEL SHALL BE CONSTRUCTED THROUGH MANHOLE TO DIRECT EFFLUENT INTO THE FLOW STREAM. ALL FLOW PATH SHALL BE REMOVED FROM BENCH.
9. BASE SECTION SHALL BE DESIGNED FOR H20 LOADING, FLAT BOTTOM LOAD OF 150 PSF.
10. ALL INTERIOR CONCRETE SURFACES OF WASTEWATER MANHOLES TO BE COATED WITH RAVEN 405, SPRAYMASTIC, OR APPROVED EQUAL (WITH A UNIFORM THICKNESS OF 125 MILS AND A MINIMUM THICKNESS OF 100 MILS APPLIED WITCH BRUSHES AND PASSED THE VACUUM TEST). FOR REHABILITATING MANHOLES 1/4" MINIMUM THICKNESS CALCIUM ALUMINATE CEMENTITIOUS COATING AND OTHER INTERIOR SURFACES MAY BE COATED IF RECOMMENDED BY COATING MANUFACTURER OR LESS OR MICRONS CONTINUOUS NON PRODUCT MANUFACTURER CONTAINING CONCRETE WILL BE ACCEPTED PROVIDING THE MANUFACTURER STENCILS "CONCRETE" ON THE INSIDE AND OUTSIDE OF ALL MANHOLE SECTIONS.)

CITY OF ROUND ROCK
PRECAST CONCRETE WASTEWATER MANHOLE DETAIL
DRAWING NO: WW-01



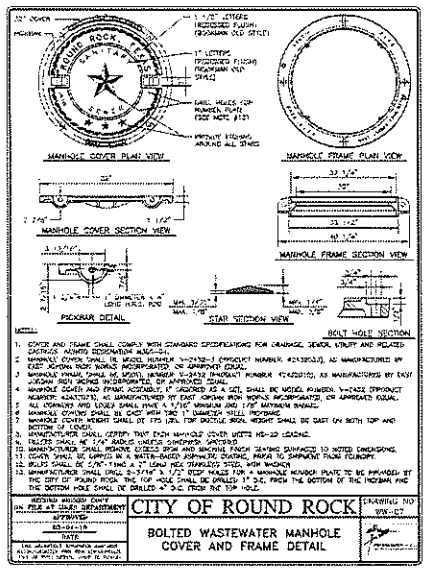
NOTES:
1. SEE NOTES #2 THROUGH #10 ON DETAIL WW-01.
2. DROP SERVICES SHALL BE REQUIRED WHENEVER AN INFLOW SEWER SERVICE IS LOCATED MORE THAN TWO FEET (2'-0") ABOVE INV. MAIN MANHOLE DIAMETER.
3. BENDS (1/2) SHALL BE USED IN LAUNDRY SEWER LINES. SEWERS THREE JOINT PVC FITTINGS TO BE UTILIZED IN THE DROP ASSEMBLY ONLY. FITTINGS TO BE SVC SHR-35 WITH 4 THU FLAT WATER RESISTANT GLUE AT ALL JOINTS.
4. A 5'-0" MANHOLE IS REQUIRED FOR 1 OR 2 DROP SERVICES. IF THERE ARE MORE THAN 2 DROP SERVICES, A 6'-0" DIAMETER MANHOLE IS REQUIRED.

CITY OF ROUND ROCK
PRECAST CONCRETE WASTEWATER MANHOLE WITH DROP SERVICE DETAIL
DRAWING NO: WW-02



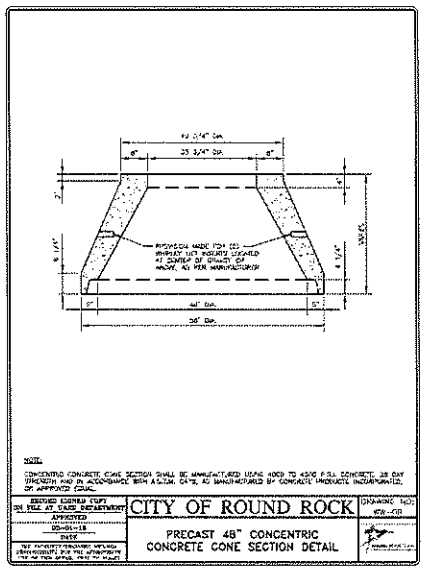
NOTES:
1. CAST-IN-PLACE BASE SHALL BE 4000 PSI 4000 P.S.I. CONCRETE, 28 DAY STRENGTH.
2. STEEL SHALL BE GRADE 60.
3. MANHOLE RISER PIPE, FURNISHED IN LENGTHS OF ONE (1), TWO (2), THREE (3), FOUR (4) OR SIX (6) FEET AND SHALL BE IN ACCORDANCE WITH A.S.T.M. C478.
4. WEIGHT CHANNEL SHALL BE PROVIDED THAT AS MUCH AS POSSIBLE FORMS A SMOOTH CONTINUATION OF INLET AND OUTLET PIPES.
5. BASE SHALL BE PROPERLY FORMED IN THE FIELD WITH WOOD OR STEEL APPROVED FORMS.
6. VERTICAL SHAFT SHALL BE EXTENSIONS OF BOTTOM STEEL OR ALTERNATE SPIRAL BUT TIED TO BOTTOM HORIZONTAL STEEL.

CITY OF ROUND ROCK
CAST-IN-PLACE BASE FOR CONCRETE WASTEWATER MANHOLE DETAIL
DRAWING NO: WW-04



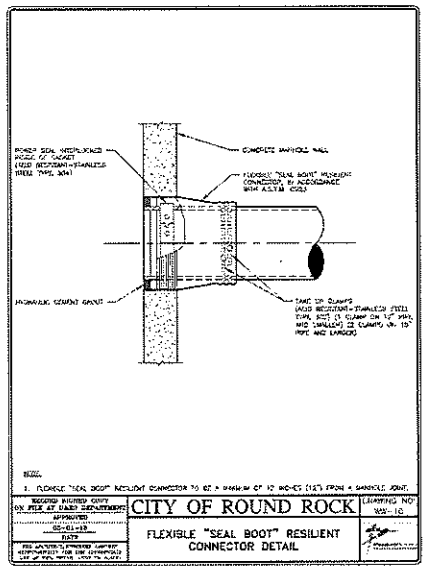
NOTES:
1. COVER AND FRAME SHALL COMPLY WITH STANDARD SPECIFICATIONS FOR DRAINAGE, SEWER, UTILITY AND RELATED CASTINGS AGAINST DESIGNATION A536-84.
2. MANHOLE COVER SHALL BE MODEL NUMBER Y-2782-1 (PRODUCT NUMBER 4243803), AS MANUFACTURED BY EAST JORDAN IRON WORKS INCORPORATED OR APPROVED EQUAL.
3. MANHOLE FRAME SHALL BE MODEL NUMBER Y-2432 (PRODUCT NUMBER 4242803), AS MANUFACTURED BY EAST JORDAN IRON WORKS INCORPORATED, OR APPROVED EQUAL.
4. MANHOLE COVER AND FRAME ASSEMBLY, IF ORDERED AS A SET, SHALL BE MODEL NUMBER Y-2432 (PRODUCT NUMBER 4243803), AS MANUFACTURED BY EAST JORDAN IRON WORKS INCORPORATED, OR APPROVED EQUAL.
5. ALL OPENINGS AND LOCKS SHALL HAVE A 1/16" MINIMUM AND 1/8" MAXIMUM CLEARANCE.
6. MANHOLE COVERS SHALL BE CAST WITH TWO 1" DIAMETER VENT HOLES.
7. MANHOLE COVER WEIGHT SHALL BE 175 LBS. FOR DUCTILE IRON. WEIGHT SHALL BE CAST ON BOTH TOP AND BOTTOM OF COVER.
8. MANUFACTURER SHALL CERTIFY THAT EACH MANHOLE COVER MEETS HS-20 LOADING.
9. FILLETS SHALL BE 1/4" RADIUS UNLESS OTHERWISE SPECIFIED.
10. MANUFACTURER SHALL MACHINE ENTIRELY BOTH AND MACHINE MATCH SEATING SURFACES TO NOTED DIMENSIONS.
11. COVER SHALL BE SUPPLIED IN A WATER-BASED ASPHALTIC COATING, PRIOR TO SHIPMENT FROM FOUNDRY.
12. BOLTS SHALL BE 5/8"-11NC x 3" LONG HEX STAINLESS STEEL, WITH WASHER.
13. MANUFACTURER SHALL DRILL 2-7/16" x 1/2" DEEP HOLES FOR A MANHOLE MONITOR PLATE TO BE PROVIDED BY THE CITY OF ROUND ROCK. THE TOP HOLE SHALL BE DRILLED 1" O.C. FROM THE BOTTOM OF THE PICKBAR, AND THE BOTTOM HOLE SHALL BE DRILLED 4" O.C. FROM THE TOP HOLE.

CITY OF ROUND ROCK
BOLTED WASTEWATER MANHOLE COVER AND FRAME DETAIL
DRAWING NO: WW-07



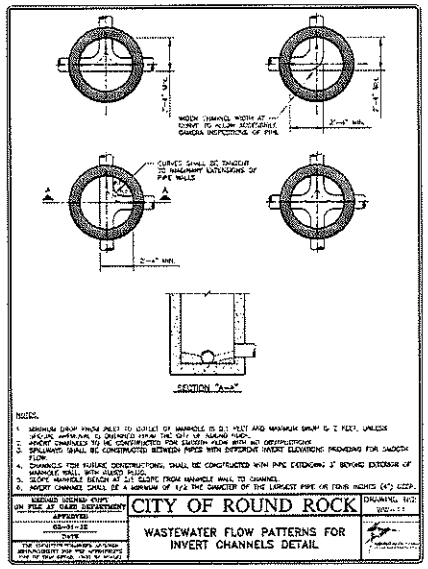
NOTE:
CONCENTRIC CONCRETE CONE SECTION SHALL BE MANUFACTURED USING 4000 TO 4500 P.S.I. CONCRETE, 28 DAY STRENGTH AND IN ACCORDANCE WITH A.S.T.M. C478, AS MANUFACTURED BY CONCRETE PRODUCTS INCORPORATED, OR APPROVED EQUAL.

CITY OF ROUND ROCK
PRECAST 48" CONCENTRIC CONCRETE CONE SECTION DETAIL
DRAWING NO: WW-08



NOTE:
1. FLEXIBLE "SEAL BOOT" RESILIENT CONNECTOR TO BE A MINIMUM OF 10 INCHES (10") FROM A MANHOLE JOINT.

CITY OF ROUND ROCK
FLEXIBLE "SEAL BOOT" RESILIENT CONNECTOR DETAIL
DRAWING NO: WW-10



NOTES:
1. MINIMUM DROP FROM INLET TO OUTLET OF MANHOLE IS 0.1 FEET AND MAXIMUM DROP IS 2 FEET, UNLESS SPECIAL APPROVAL IS OBTAINED FROM THE CITY OF ROUND ROCK.
2. INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.
3. SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOW.
4. ALL CHANGES IN PIPE SIZE, CONSTRUCTIONS, SHALL BE CONSTRUCTED WITH PIPE EXTENDING 3" BEYOND EXTERIOR OF MANHOLE WALL, WITH MUDED PLUG.
5. SEWER MANHOLE BENCH AT 1:1 SLOPE FROM MANHOLE WALL TO CHANNEL.
6. INVERT CHANNEL SHALL BE A MINIMUM OF 1/2 THE DIAMETER OF THE LARGEST PIPE OR FOUR INCHES (4") DEEP.

CITY OF ROUND ROCK
WASTEWATER FLOW PATTERNS FOR INVERT CHANNELS DETAIL
DRAWING NO: WW-11

REV NO.	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
TEXAS REGISTERED ENGINEERING FIRM F-2165
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.837.7800 FAX 512.837.7801
WWW.COBBFENDLEY.COM

STANDARD DETAILS - SHEET 1

HAIRY MAN 10" WWL RELOCATION
ROUND ROCK, TEXAS

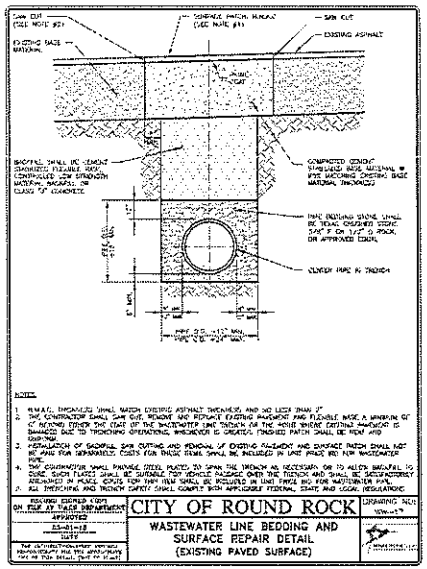
WILLIAMSON COUNTY, TEXAS

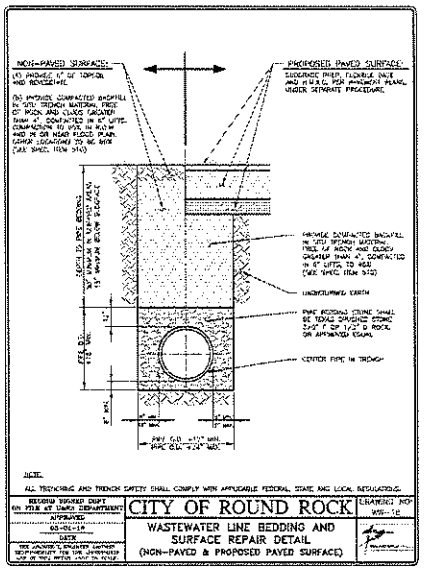
PROJ NO.: 1703-011-10
DESIGN: K. VANHOOSIER
DRAWN: K. BYRNE
CHECK: L. PRINCE
APPR: S. FEES
DATE: OCTOBER 7, 2020

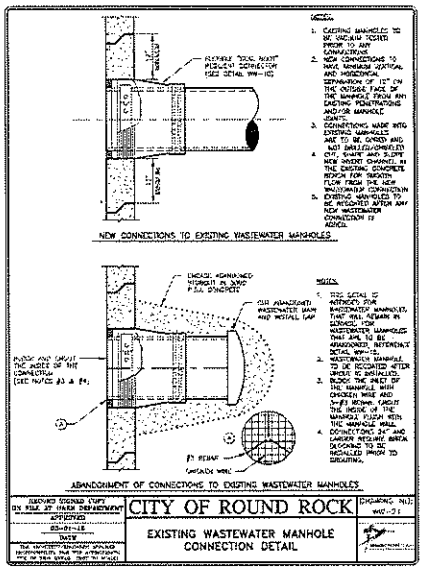
STATE OF TEXAS
STANLEY RAY FEES
63294
LICENSED PROFESSIONAL ENGINEER
OCTOBER 7, 2020

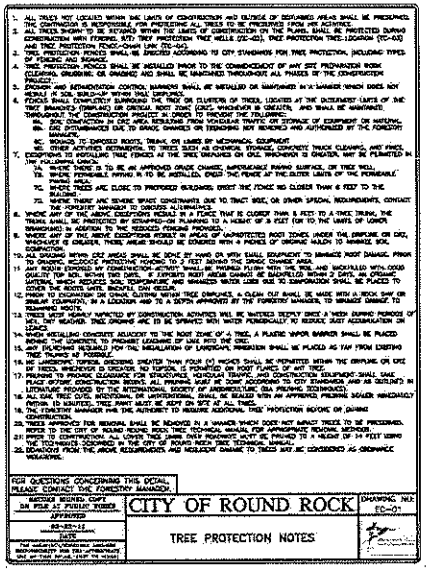
SHEET
C-501
6 OF 8

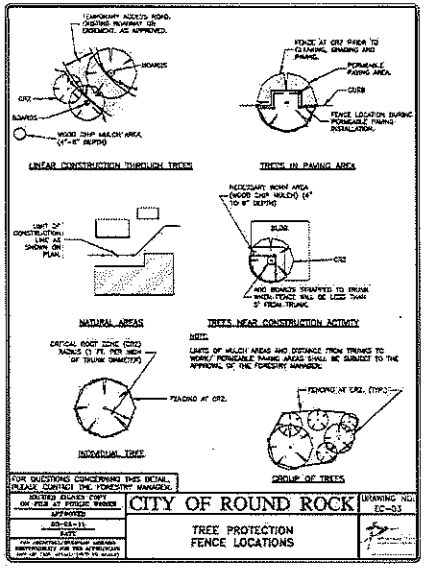
Dwg. Info: \\austinserver\common\CFA\2014\030880.01_williamson_county_2013_road_bond\MUN\07_hdry-mon-brushy-creek-road\DESIGN\C-501-DETL-CORR.dwg -- Tab: STANDARD DETAILS - SHEET 1 -- Plotted: 10/7/2020 11:04 AM By: DANIEL MILTON

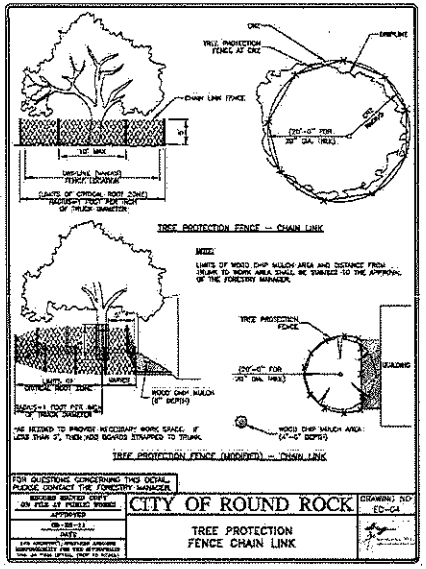


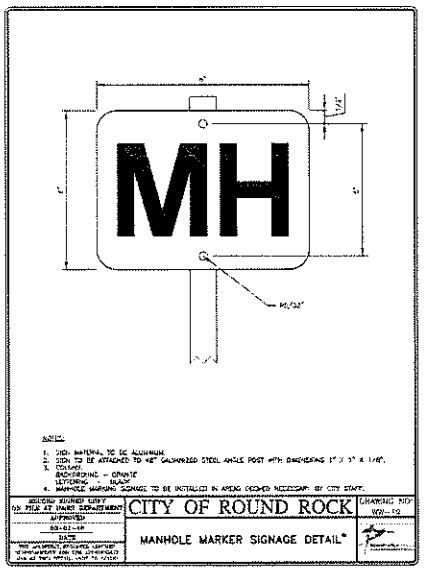












SPECIAL PROVISION NOTE

* WHEN DEEMED NECESSARY BY THE CITY OF ROUND ROCK STAFF, MANHOLE MARKER SIGNAGE SHALL BE MADE SUBSIDIARY TO PAYMENT FOR MANHOLE INSTALLATION.

NO.	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
505 E. HUNTLAND DRIVE, SUITE 300
AUSTIN, TEXAS 78752
512.837.7445 FAX 512.467.1023
WWW.COBBFENDLEY.COM

STANDARD DETAILS - SHEET 2

HAIRY MAN 10" WWL RELOCATION
ROUND ROCK, TEXAS

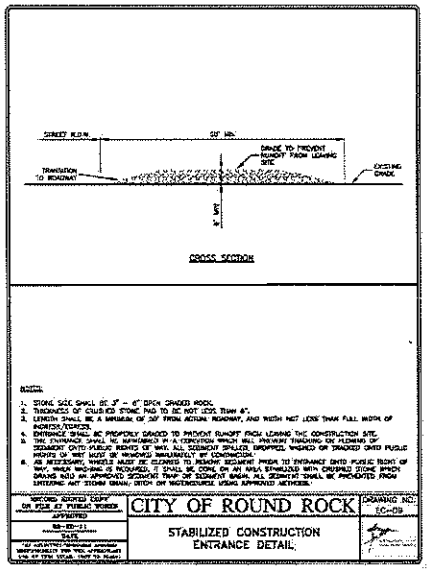
WILLIAMSON COUNTY

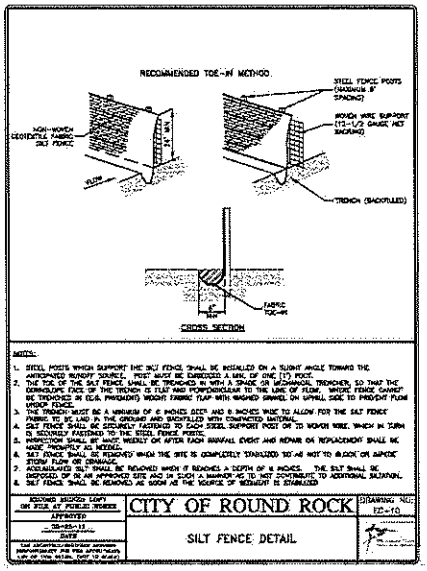
PROJ. NO. 5150-01-19
DESIGN: K. VANHOOSIER
DRAWN: N. BYRNE
CHECK: L. PENCE
APP'D: S. FEES
DATE: OCTOBER 7, 2020

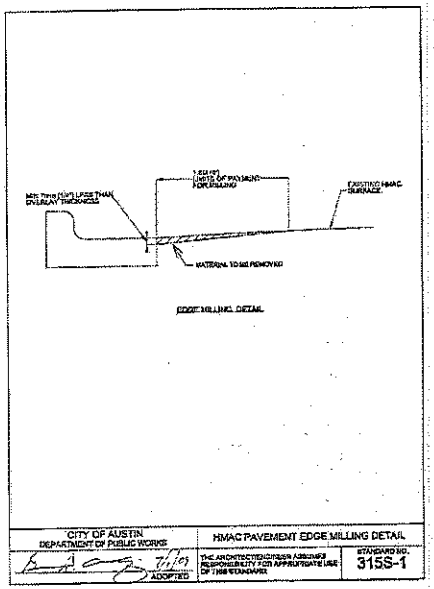
STANLEY RAY FEES
65294
LICENSED PROFESSIONAL ENGINEER
OCTOBER 7, 2020

SHEET
C-502
7 OF 8

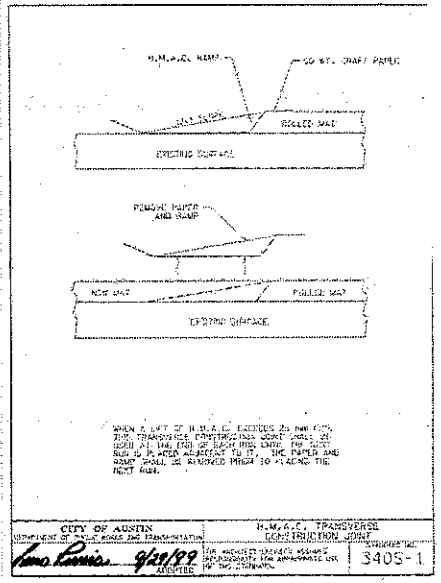
Dwg Info: \\austinserver\common\CFA\2014\030880\1_williamson_county_2013_road_bond\WUN\07_hairy-man-brushy-creek-road\DESIGN\C-501-DETL-CORR.dwg - Tab: STANDARD DETAILS - SHEET 2 - Plotted: 10/7/2020 11:04 AM By: DANIEL MILTON







CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS
HMAC PAVEMENT EDGE MILLING DETAIL
ADOPTED 7/1/03
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 315S-1



CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION
H.M.A.C. TRANSVERSE CONSTRUCTION JOINT
ADOPTED 6/29/99
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 3405-1

REV. NO.	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
TEXAS REGISTERED ENGINEERING FIRM F-2165
TEXAS REGISTERED LANDSCAPE ARCHITECTURE FIRM LA 2194
TEXAS BOARD OF PROFESSIONAL ENGINEERS REGISTERED SURVEYING FIRM 10194382
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.837.7800 FAX 512.837.3455
WWW.COBBFENDLEY.COM

STANDARD DETAILS - SHEET 3

HAIRY MAN 10" WWL RELOCATION
ROUND ROCK, TEXAS

WILLIAMSON COUNTY TEXAS

PROJ. NO. 17534011-10
DESIGN: K. VAN HOOSIER
DRAWN: H. BYRNE
CHECK: L. PRINCE
APPR: S. FEES
DATE: OCTOBER 7, 2020

STATE OF TEXAS
STANLEY RAY FEES
63294
LICENSED PROFESSIONAL ENGINEER
OCTOBER 7, 2020

SHEET
C-503
8 OF 8

Dwg Info: \\austinserver\common\CFA\2014\030BB01_williamson_county_2013_road_bond\WIP\07_hairy-man-brushy-creek-road\DESIGN\C-501-DETL-CORR.dwg - Tab: STANDARD DETAILS - SHEET 3 - Plotted: 10/1/2020 11:04 AM By: DANIEL MILTON

EXHIBIT B

Preliminary Opinion of Probable Construction Costs

EXHIBIT

"B"

CobbFendley

Williamson County 2013 Road Bond
Hairy Man Rd - City of Round Rock
10" WWL Relocation
Engineer's Opinion of Probable Cost - 100%

10/15/2020

Bid Item	Description	Quantity	Unit	Unit Cost	Total Cost
505	Encasement Pipe, 20" Dia., Steel (ASTM A134)	50	LF	$ 150.00	$ 7,500.00
506-WW	Drop Manhole w/CIP Base, 5' Dia.	1	EA	$ 7,000.00	$ 7,000.00
509	Trench Safety Systems (All Depths)	83	LF	$ 4.00	$ 332.00
510-WW	Pipe, 10" Dia. PVC SDR-26 (All Depths)	83	LF	$ 150.00	$ 12,505.50
559	Concrete Box Culvert, 4 ft. x 4 ft. for temporary bypass	13	VF	$ 300.00	$ 3,900.00
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	165	LF	$ 1.50	$ 247.50
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	165	LF	$ 1.50	$ 247.50
SP506-BPWW	Temporary Wastewater Bypass Pumping	5	DAY	$ 2,500.00	$ 12,500.00
Total					**$ 44,232.50**

Commissioners Court - Regular Session **64.**

Meeting Date: 12/15/2020

SE Loop 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 Shirley A. Pokorney a/k/a Shirley Ann Batto Pokorney regarding right of way needed on the SE Loop project (Parcel 15). Funding Source : Road Bond P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pokorney Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:24 AM

Form Started By: Charlie Crossfield Started On: 12/10/2020 08:42 AM

Final Approval Date: 12/10/2020

REAL ESTATE CONTRACT
Southeast Loop—Corridor A1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **SHIRLEY A. POKORNEY a/k/a Shirley Ann Batto Pokorney** (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.032 acre (1,396 Sq. Ft.) tract of land in the N.D. Walling Survey, Abstract No. 675, Williamson County, Texas, and the N.D. Walling Survey, Abstract No. 2722, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 15**);

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, and any damage to or cost to cure the remaining property of Seller shall be the sum of SEVEN THOUSAND SEVEN HUNDRED and 00/100 Dollars ($7,700.00).

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

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Stewart Title Company on or before December 31, 2020, or at such time, date, and place as Seller and Purchaser may otherwise agree, 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.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by 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.

[signature page follows]

SELLER:

By: Shirley A. Pokorney
Shirley A. Pokorney a/k/a
Shirley Ann Batto Pokorney

Address: 1117 White Moss Dr.
Hutto, TX 78634

Date: 12-09-2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 15
Tax ID: R20685
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

PROPERTY DESCRIPTION FOR PARCEL 15

DESCRIPTION OF A 0.032 ACRE (1,396 SQ. FT.) PARCEL OF LAND LOCATED IN THE N.D. WALLING SURVEY, ABSTRACT 2722, TRAVIS COUNTY, TEXAS AND N.D. WALLING SURVEY, ABSTRACT 675, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 19.96 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO RAYMOND J. POKORNEY AND WIFE, SHIRLEY A. POKORNEY, RECORDED OCTOBER 20, 1988 IN VOLUME 1719, PAGE 363, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 0.032 ACRE (1,396 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 216.34 feet right of Corridor A1 Engineer's Centerline Station (E.C.S.) 119+99.51 on the west line of said 19.96 acre tract, for the southeast corner of Lot 30, Block B, Ridge at Steeds Crossing, Section 1, a subdivision of record in Volume 98, Page 196, Plat Records of Travis County, Texas (P.R.T.C.TX.), described in a deed to Shirley Nell White, recorded in Document No. 20111049167, Official Public Records of Travis County, Texas (O.P.R.T.C.TX.), same being the northeast corner of Lot 31, of said Ridge at Steeds Crossing, described in a deed to Jeremy E. Lyrock, recorded in Document No. 2014042445, O.P.R.T.C.TX., from which a 1/2-inch iron rod found, for the southeast corner of said Lot 31 bears S 07°37'31" W, a distance of 124.82 feet;

THENCE N 07°37'31" E, with the common line of said Lot 30 and of said 19.96 acre tract, passing at a distance of 85.58 feet a 1/2-inch iron rod found on the existing south right-of-way line of C.R. 138, a variable width right-of-way, per plat recorded in Volume 98, Page 196, P.R.T.C.TX., and continuing for a total distance of 97.73 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,157,696.96, E=3,166,175.30) set 120.00 feet right of Corridor A1 E.C.S. 120+15.20 on the proposed south right-of-way of Corridor A1, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the proposed south right-of-way line of said Corridor A1, with existing south right-of-way line of said C.R. 138, a variable width right-of-way, no record information found, the following three (3) courses and distances numbered 1-3:

1) N 07°37'31" E, a distance of 18.00 feet to a calculated point, for the northwest corner of said 19.96 acre tract and the parcel described herein,

2) S 86°27'33" E, a distance of 99.02 feet to a calculated point, and

3) S 86°25'58" E, a distance of 47.92 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 120.00 feet right of Corridor A1 E.C.S. 121+59.58 on the proposed south right-of-way line of said Corridor A1, for the east corner of the parcel described herein, said point being the beginning of a curve to the right;

EXHIBIT "A"

County: Williamson
Parcel No.: 15
Tax ID: R20685
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

4) **THENCE** departing the existing south right-of-way line of said C.R. 138, with the proposed south right-of-way line of said Corridor A1 and said curve to the right, over and across said 19.96 acre tract, an arc distance of 149.30 feet, through a central angle of 02°21'01", having a radius of 3,640.00 feet, and a chord that bears S 86°38'33" W, a distance of 149.31 feet to the **POINT OF BEGINNING**, and containing 0.032 acre (1,396 sq. ft) of land more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 4/30/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

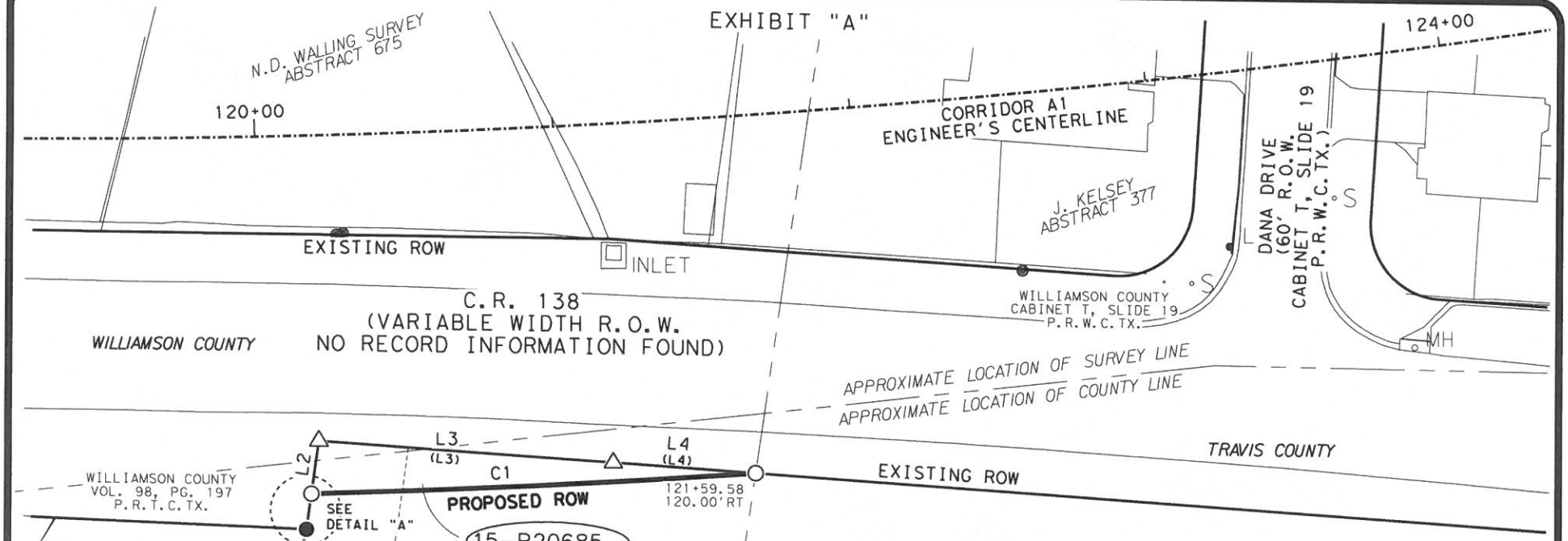
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



FN 46650

SAM Job No. 38140A

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°21'01"RT	3,640.00'	149.31'	149.30'	S86°38'33"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07°37'31"W	124.82'
L2	N07°37'31"E	18.00'
L3	S86°27'33"E	99.02'
(L3)	(N85°30'45"E)	(99.00')
L4	S86°25'58"E	47.92'
(L4)	(S85°29'10"E)	(362.75')

REF. FIELD NOTE NO. 46650

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\15\PLAT\00\P-15.dgn

EXISTING	19.96 AC.	ACQUIRE	0.032 AC.	REMAINING	19.928 AC. RIGHT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RAYMOND J. AND
SHIRLEY A. POKORNEY
PARCEL 15
TAX ID R20685
0.032 AC. (1,396 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)

A

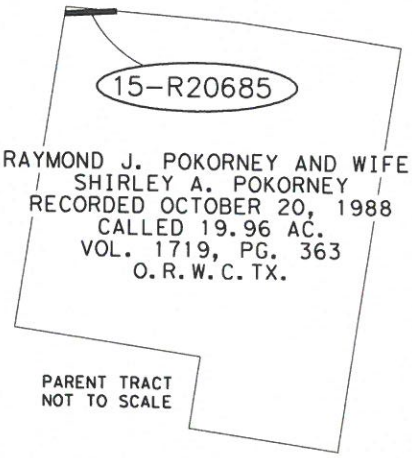
SHIRLEY NELL WHITE
DOC. NO. 20111049167
O.P.R.T.C.TX.

LOT 30, BLOCK B
RIDGE AT STEEDS CROSSING
SECTION 1
VOL. 98, PG. 196
P.R.T.C.TX.

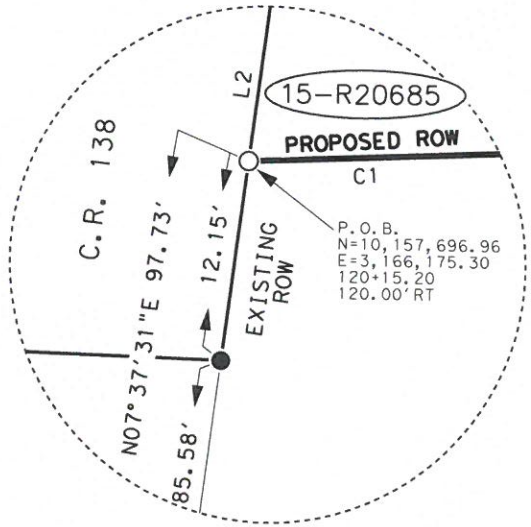
B

JEREMY E LYROCK
DOC. NO. 2014042445
O.P.R.T.C.TX.

LOT 31, BLOCK B
RIDGE AT STEEDS CROSSING
SECTION 1
VOL. 98, PG. 196
P.R.T.C.TX.



PARENT TRACT
NOT TO SCALE



DETAIL "A"
NOT TO SCALE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2011729, EFFECTIVE DATE MARCH 11, 2020, AND ISSUED DATE MARCH 23, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. CORRIDOR A1 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN DECEMBER, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

4/30/20

DATE

REF. FIELD NOTE NO. 46650

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\15\PLAT\00\P-15.dgn

EXISTING	19.96 AC.	ACQUIRE	0.032 AC.	REMAINING	19.928 AC. RIGHT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RAYMOND J. AND
SHIRLEY A. POKORNEY
PARCEL 15
TAX ID R20685
0.032 AC. (1,396 SQ. FT.)

EXHIBIT "B"

Parcel 15

DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That SHIRLEY A. POKORNEY a/k/a SHIRLEY ANN BATTO POKORNEY, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.032 acre (1,396 Sq. Ft.) tract of land in the N.D. Walling Survey, Abstract No. 675, Williamson County, Texas, and the N.D. Walling Survey, Abstract No. 2722, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 15**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

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 _____, 2020.

GRANTOR:

_____

Shirley A. Pokorney a/k/a
Shirley Ann Batto Pokorney

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Shirley A. Pokorney a/k/a Shirley Ann Batto Pokorney, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **65.**

Meeting Date: 12/15/2020

Condemnation Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.456 acres) required for the construction of Coridor C, and take appropriate action. (J.A. Davidson Holdings, L.P., a Texas limited partnership, Pamela G. Martin, Dennis L. Davidson and Jame A Davidson, Jr.).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:25 AM

Form Started By: Charlie Crossfield Started On: 12/10/2020 08:44 AM

Final Approval Date: 12/10/2020

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and adjacent public utility provider facilities, public necessity requires acquisition of a waterline easement interest in and to those two certain tracts of land being 0.456 acre (Parcel 11Part1-WE), described in further detail by metes and bounds in Exhibits "A-B", owned by **J.A. DAVIDSON HOLDINGS, L.P., a Texas limited partnership, PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON, JR.,** for the purpose of constructing, reconstructing, maintaining, and operating Corridor C roadway improvements and related public utility facility adjustments ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A-B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2020.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

PROPERTY DESCRIPTION FOR J.A. DAVIDSON HOLDINGS L.P. - 0.272 AC. EASEMENT

DESCRIPTION OF A 0.272 ACRE (11,829 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 89.1 ACRE TRACT 5 (DESCRIBED IN VOLUME 401, PAGE 221 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS) AND A PORTION OF THE REMAINDER OF THAT CALLED 92.0 ACRE TRACT 6 OF LAND (DESCRIBED IN VOLUME 401, PAGE 225 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), CITED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO CITED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.272 ACRE (11,829 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set 258.41 feet right of proposed Corridor C baseline station 221+02.15 in the proposed southeasterly Right-of-Way (ROW) line of Corridor C (ROW width varies), for an angle point and **POINT OF BEGINNING** of the herein described tract;

THENCE, with said proposed easterly ROW line of Corridor C, the following three (3) courses:

1) **N 89°08'28" E,** for a distance of **140.48** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed County Road (C.R.) 106 baseline station 105+68.91 and 386.61 feet right of proposed Corridor C baseline station 221+56.12, for the northerly corner of the herein described tract;

2) **S 21°22'42" E,** at a distance of 24.72 feet, pass the southerly boundary line of said remainder of Tract 6, same being the northerly boundary line of said Tract 5 and continuing for a total distance of **568.91** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 100+00.00 and 798.60 feet right of proposed Corridor C baseline station 218+05.05, for an ell corner

3) **N 68°37'18" E** for a distance of **61.56** feet to an iron rod with aluminum cap stamped "ROW 4933" set 18.70 feet left of proposed C.R. 106 baseline station 99+99.85 and 839.67 feet right of proposed Corridor C baseline station 218+44.45, for a point in the fenced ostensible westerly ROW line of said C.R. 106;

4) **THENCE**, departing said proposed southeasterly ROW of Corridor C, with said ostensible westerly ROW line, **S 21°51'32" E** for a distance of **25.00** feet to the easterly corner of the herein described tract, and from which a corner cedar fence post found, held as the southeasterly corner of said Tract 5, same being the northeasterly corner of that called 134.52 acre tract of land cited in Special Warranty Deed to Kathryn J. Carlton as Trustee of the Kathryn J. Carlton Revocable Living Trust recorded in Document No. 2016089829 and described in Document No. 2016027127 both of the Official Public Records of Williamson County, Texas bears, with said fenced ostensible westerly ROW line, S 21°51'32" E, at a distance of 757.39 feet;

THENCE, departing said ostensible westerly ROW line, through the interior of said Tract 5 and said remainder of Tract 6, the following five (5) courses:

5) **S 68°08'28" W** for a distance of **15.00** feet to a calculated ell corner;

6) **N 21°51'32" W** for a distance of **10.13** feet to a calculated ell corner;

7) **S 68°37'18" W** for a distance of **61.69** feet to the calculated southerly corner of the herein described tract;

8) **N 21°22'42" W,** at a distance of 558.96 feet, pass the northerly boundary line of said Tract 5, same being the southerly boundary line of said remainder of Tract 6 and continuing through the interior of said remainder of Tract 6, for a total distance of **573.51** feet to a calculated angle point;

9) **S 89°08'28" W,** for a distance of **135.74** feet to a calculated point in the curving proposed easterly ROW line of said Corridor C, for the westerly corner of the herein described tract;

10) **THENCE,** with said proposed southeasterly ROW line, along a curve to the left, having a delta angle of **00°16'27",** a radius of **3350.00** feet, an arc length of **16.03** feet and a chord which bears **N 19°47'51" E** for a distance of **16.03** feet to the **POINT OF BEGINNING**, containing 0.272 acre, (11,829 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 2 July 2020

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

07/01/20
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°16'27"	3350.00'	16.03'	16.03'	N19°47'51"E

NUMBER	DIRECTION	DISTANCE
L1	N89°08'28"E	140.48'
L2	N68°37'18"E	61.56'
L3	S21°51'32"E	25.00'
L4	S68°08'28"W	15.00'
L5	N21°51'32"W	10.13'
L6	S68°37'18"W	61.69'
L7	S89°08'28"W	135.74'
L8	S21°51'32"E	757.39'
L9	S21°22'42"E	24.72'

PROPOSED CORRIDOR C BASELINE
219+00

PROPOSED CORRIDOR C
(VARIABLE R.O.W. WIDTH)

P.O.B.
STA. 221+02.15
258.41' RT
GRID COORDINATES:
N=10,204,429.51
E=3,159,779.91

OSTENSIBLE R.O.W.

N

0 50 100
1" = 100'

CR 106
STA. 105+68.91
80.00' LT
STA. 221+56.12
386.61' RT

TRACT 2 LINE

PROPOSED R.O.W.

J.A. DAVIDSON HOLDINGS, L.P.
½ INTEREST
DOC. NO. 2001027783
O.P.R.W.C.T.
PAMELA G. MARTIN, DENNIS L. DAVIDSON & JAMES A. DAVIDSON, JR.
½ INTEREST
DOC. NO. 2001072772
O.P.R.W.C.T.
(REMAINDER OF 92.0 AC.)
TRACT 6
DESCRIBED IN
VOL. 401, PG. 225
D.R.W.C.T.

J.A. DAVIDSON HOLDINGS, L.P.
½ INTEREST
DOC. NO. 2001027783
O.P.R.W.C.T.
PAMELA G. MARTIN, DENNIS L. DAVIDSON & JAMES A. DAVIDSON, JR
½ INTEREST
DOC. NO. 2001072772
O.P.R.W.C.T.
(89.1 AC.)
TRACT 5
DESCRIBED IN VOL. 401, PG. 221
D.R.W.C.T.

PROPOSED EASEMENT
0.272 AC.
11,829 SQ. FT.

N21°22'42"W 573.51'
558.96'
S21°22'42"E 568.91'

PROPOSED R.O.W.

OSTENSIBLE R.O.W.

OSTENSIBLE SURVEY LINE

C.R. 106

JOHN F. FERGUSON SURVEY
ABSTRACT NO. 231

WOODRUFF STUBBLEFIELD SURVEY
ABSTRACT NO. 556

DETAIL
N.T.S.

CR 106
STA. 99+99.85
18.70' LT
STA. 218+44.45
839.67' RT

PROPOSED R.O.W.

R.O.W.

L2 L3 L4 L5 L6 L8

TRACT 5

C.R. 106

OSTENSIBLE

CR 106
STA. 100+00.00
80.00' LT
STA. 218+05.05
798.60' RT

CR 106
STA. 99+99.85
18.70' LT
STA. 218+44.45
839.67' RT

SEE DETAIL

KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST
DOC. NO. 2016089829 &
DESCRIBED IN
DOC. NO. 2016027127
O.P.R.W.C.T.

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL
0.272 ACRE EASEMENT

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	CORRIDOR C

PROPOSED EASEMENT

S:*ATKINS\CORRIDOR C\PARCELS\JONAH WATER EASEMENTS\DAVIDSON-ESMT-0.272 AC-PROPOSED.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
✡	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
◎	AXLE FOUND
℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 2 Dec 2020

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL
0.272 ACRE EASEMENT

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	CORRIDOR C

PROPOSED EASEMENT

S:*ATKINS\CORRIDOR C\PARCELS\JONAH WATER EASEMENTS\DAVIDSON-ESMT-0.272 AC-PROPOSED.dgn

EXHIBIT B

PROPERTY DESCRIPTION FOR J.A. DAVIDSON HOLDINGS L.P. - 0.184 AC. EASEMENT

DESCRIPTION OF A 0.184 ACRE (8,027 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 92.0 ACRE TRACT 6 OF LAND (DESCRIBED IN VOLUME 401, PAGE 225 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), CITED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO CITED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.184 ACRE (8,027 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set 481.68 feet left of proposed Corridor C baseline station 224+01.83, for a point in the fenced ostensible southerly Right-of-Way (ROW) line of County Road (C.R.) 106, same being in the proposed northwesterly ROW line of said proposed Corridor C (ROW width varies), for the northerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said ostensible southerly ROW line, with said proposed westerly ROW line, the following three (3) courses:

1) **S 70°31'29" E,** for a distance of **166.51** feet to an iron rod with aluminum cap stamped "ROW 4933" set 315.18 feet left of proposed Corridor C baseline station 224+03.95, being a point of non-tangency of a curve to the right, for the easterly corner of the herein described tract;

2) Along said curve to the right, having a delta angle of **07°33'34",** a radius of **1906.00** feet, an arc length of **251.47** feet and a chord which bears **S 15°14'14" W,** for a distance of **251.29** feet to an iron rod with aluminum cap stamped "ROW 4933" set 287.08 feet left of proposed Corridor C baseline station 221+38.20, for a point of non-tangent compound curvature;

3) Along said compound curve to the right, having a delta angle of **00°51'14",** a radius of **4510.00** feet, an arc length of **67.21** feet and a chord which bears **S 21°26'20" W,** for a distance of **67.21** feet to the calculated southerly corner of the herein described tract, and from which, an iron rod with aluminum cap stamped "ROW 4933" set, being a point of tangency in said proposed westerly ROW line bears, along said curve to the right having a delta angle of 23°23'25", a radius of 4510.00 feet, an arc length of 1841.14 feet and a chord which bears S 33°33'39" W for a distance of 1828.38 feet;

4) **THENCE**, departing said proposed westerly ROW line, through the interior of said remainder of Tract 6, **N 68°08'03" W,** for a distance of **15.00** feet to a calculated point, being the point of beginning of a non-tangent curve to the left;

THENCE, through the interior of said remainder of Tract 6, being parallel with and 15.00 feet from said proposed ROW line, the following three (3) courses:

5) Along said non-tangent curve to the left, having a delta angle of **00°51'02",** a radius of **4495.00** feet, an arc length of **66.73** feet and a chord which bears **N 21°26'26" E,** for a distance of **66.72** feet to a calculated point, for a non-tangent compound curve to the left;

6) Along said compound curve to the left, having a delta angle of **07°09'24",** a radius of **1891.00** feet, an arc length of **236.20** feet and a chord which bears **N 15°25'51" E,** for a distance of **236.05** feet to a calculated point of non-tangency;

7) **N 70°31'29" W,** for a distance of **148.93** feet to a calculated angle point;

8) **THENCE**, continuing through the interior of said remainder of Tract 6, being parallel with and 15.00 feet from said existing ostensible southerly ROW line of C.R. 106, **S 76°06'06" W,** for a distance of **64.28** feet to an ell corner;

9) **THENCE**, continuing through the interior of said remainder of Tract 6, **N 13°53'54" W,** for a distance of **15.00** feet to a calculated point in said ostensible southerly ROW line, for the westerly corner of the herein described tract;

10) **THENCE**, with said existing ostensible southerly ROW line, being the northerly line of said remainder of Tract 6, **N 76°06'06" E,** for a distance of **68.78** feet to the **POINT OF BEGINNING**, containing 0.184 acre, (8,027 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 2 July 2020

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

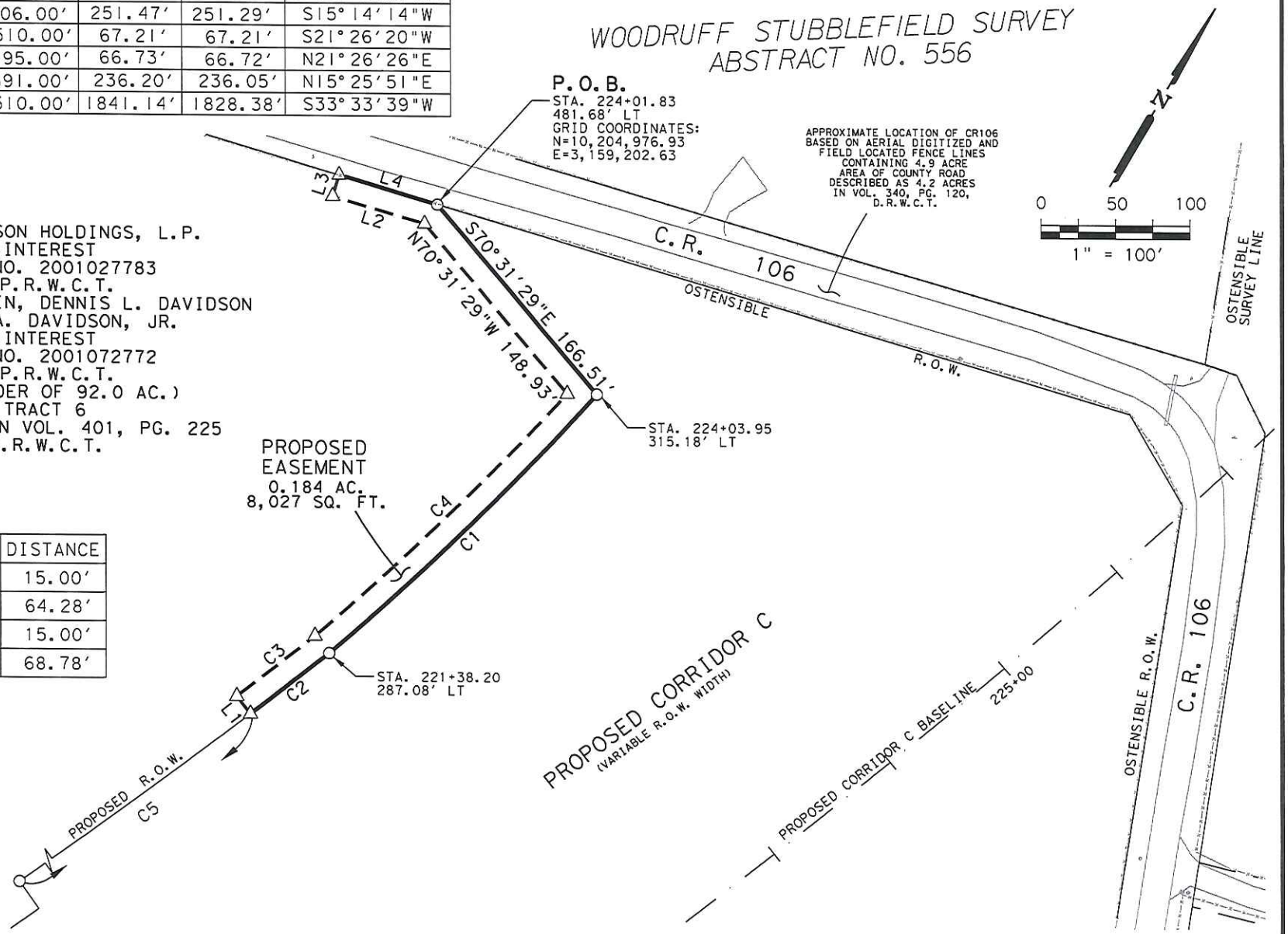
STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°33'34"	1906.00'	251.47'	251.29'	S15°14'14"W
C2	00°51'14"	4510.00'	67.21'	67.21'	S21°26'20"W
C3	00°51'02"	4495.00'	66.73'	66.72'	N21°26'26"E
C4	07°09'24"	1891.00'	236.20'	236.05'	N15°25'51"E
C5	23°23'25"	4510.00'	1841.14'	1828.38'	S33°33'39"W

NUMBER	DIRECTION	DISTANCE
L1	N68°08'03"W	15.00'
L2	S76°06'06"W	64.28'
L3	N13°53'54"W	15.00'
L4	N76°06'06"E	68.78'



INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL
0.184 ACRE EASEMENT

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	CORRIDOR C

PROPOSED EASEMENT

S:*ATKINS\CORRIDOR C\PARCELS\JONAH WATER EASEMENTS\DAVIDSON-ESMT-0.184 AC-PROPOSED.dgn

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■ TXDOT TYPE I CONCRETE MONUMENT FOUND	℄ CENTER LINE
□ IRON ROD FOUND W/TXDOT ALUMINUM CAP	ℙ PROPERTY LINE
● ½" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ ½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED	LINE BREAK
✡ FENCE POST FOUND	LAND HOOK
△ CALCULATED POINT	P.O.B. POINT OF BEGINNING
○ IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.O.C. POINT OF COMMENCEMENT
◉ IRON PIPE FOUND	N.T.S. NOT TO SCALE
◎ AXLE FOUND	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 2 May 2020

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL
0.184 ACRE EASEMENT

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	CORRIDOR C

PROPOSED EASEMENT

S:*ATKINS\CORRIDOR C\PARCELS\JONAH WATER EASEMENTS\DAVIDSON-ESMT-0.184 AC-PROPOSED.dgn

Commissioners Court - Regular Session **66.**

Meeting Date: 12/15/2020

Orenda Agreement

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 an Agreement Regarding Relocation of Wastewater Line Improvements (CR 111 Project) with Orenda Education.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Orenda Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:25 AM

Form Started By: Charlie Crossfield Started On: 12/10/2020 08:47 AM

Final Approval Date: 12/10/2020

AGREEMENT REGARDING
RELOCATION OF WASTEWATER LINE IMPROVEMENTS
(CR 111 PROJECT)

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS AGREEMENT REGARDING RELOCATION OF A WASTEWATER LINE ("**Agreement**") is entered into between Orenda Education ("**Orenda**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, Orenda and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County is and has been in the process of realigning and improving a portion of CR 111 (the "County Project"); and

WHEREAS, some of the proposed CR 111 roadway improvements include the widening of the right-of-way into easements in which the Orenda's existing wastewater line is located; and

WHEREAS, the parties have determined that, because of the re-alignment of CR 111, the relocation of Orenda's 3" wastewater line is necessary; and

WHEREAS, Orenda would like the 3" wastewater line to be replaced with an 8 inch diameter gravity wastewater line (the "Betterment"): and

WHEREAS, plans and specifications for the relocation of the Orenda wastewater line affected by the County Project are currently under design (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate Orenda's wastewater line within a certain segments of the County Project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
STATEMENT OF INTENT

1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of an Orenda wastewater line caused by the County's re-alignment of the CR 111.

1.02 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption of wastewater service to Orenda and the Gateway College Preparatory School.

1.03 Relocation of Wastewater line and Provision of Easement Rights. The County will, at its own expense (except for the reimbursement by Orenda described below) abandon in place or remove the existing 3" diameter pressure wastewater line (forcemain) and construct a new 8" diameter gravity wastewater line, at the location as shown on Exhibit "A", attached hereto, as described in the Plans and further:

(a) The plans will be reviewed and approved by Orenda prior to contract award and

(b) upon their approval of the plans and prior the construction, Orenda will reimburse the County 34.65% of the costs related to the design and construction of the Betterment 8" diameter gravity wastewater line.

II.
CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct the relocation of the Wastewater line concurrently with the construction of the construction of CR 111.

2.02 Construction Plans. The County shall submit the Plans related to relocation of the Wastewater line, and any changes or modifications thereto, to the Orenda for review and approval prior to commencing construction.

2.03 Inspection. Orenda may inspect the progress of the relocation of the wastewater line during construction. If the Orenda's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the Orenda, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the Orenda.

2.04 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the Orenda as an additional insured on any policies related to the County Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the Orenda for the Project in amounts satisfactory to the Orenda. The County shall transfer any warranties for the Project to the Orenda upon final completion and acceptance of the project.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion.

Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.02 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues available to the Party for such purpose.

4.03 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.04 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

4.05 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.06 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.07 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

ORENDA:

2951 Williams Drive
Georgetown, TX
78628

Telephone: (512) 869-3020

COUNTY:

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Bill Gravell
Telephone: (512) 943-1577

4.08 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.09 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ORENDA EDUCATION:

By: Richard N. Rickey

Printed Name: Richard N. Rickey

Title: C.E.O.

Date: Dec. 4, 2020

ATTEST:

Nancy Rister, County Clerk

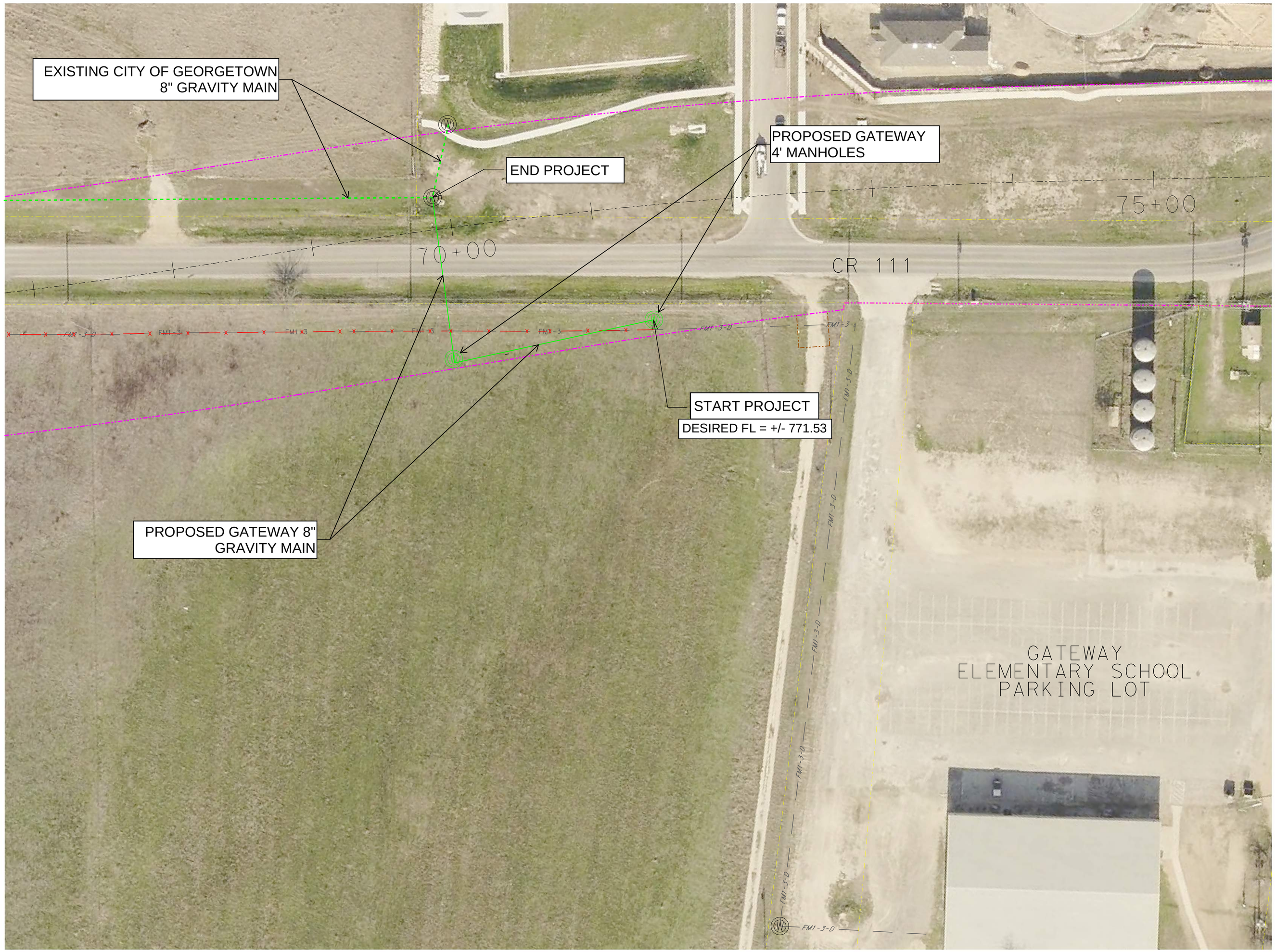
WILLIAMSON COUNTY:

By: _____

William Gravell, Jr., County Judge

Date: _____

Exhibit "A"



LEGEND

- PROPOSED ROW
- EASEMENTS
- PROPERTY LINES
- CITY OF GEORGETOWN 8" GRAVITY LINE
- PROPOSED ABANDONED FORCEMAIN
- EXISTING FORCEMAIN
- PROPOSED GATEWAY GRAVITY LINE 8"
- PROPOSED 4' GATEWAY MANHOLES
- EXISTING 4' COG MANHOLES

CobbFendley
Texas Registration No. 274

505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

GATEWAY SCHOOL FORCEMAIN RELOCATION EXHIBIT

DATE: 9/24/2020

SHEET: 1 OF 1

Commissioners Court - Regular Session **67.**

Meeting Date: 12/15/2020

FTZ Application

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 letter regarding Foreign Trade Zone Application of Warm Audio, LLC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FTZ Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:26 AM

Form Started By: Charlie Crossfield Started On: 12/10/2020 08:49 AM

Final Approval Date: 12/10/2020

BILL GRAVELL JR.
County Judge
WILLIAMSON COUNTY TEXAS

December 15, 2020

Mr. Andrew McGilvrary
Executive Secretary
Foreign Trade Zones Board
US Department of Commerce
1401 Constitution Avenue, NW, Room 2111
Washington, DC 20230

Re: **Foreign Trade Zone Application of Warm Audio, LLC.**

Dear Mr. McGilvrary:

The Foreign Trade Zone of Central Texas, Inc., grantee of Foreign Trade Zone No. 183, intends to apply for Foreign Trade Zone designation at the Warm Audio, LLC. facility. This facility is under the jurisdiction of Williamson County and the Williamson County R/FM taxing district, both of which are governed by Williamson County. Imported inventory and inventory held for export at the facility will be exempt from ad valorem tax. There is no objection to the grantee's effort to obtain Foreign Trade Zone designation at the Warm Audio facility located at 2120 Downing Lane Leander, Texas 78641.

Sincerely,

Bill Gravell Jr.
County Judge
Williamson County

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 bgravell@wilco.org

Meeting Date: 12/15/2020

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 SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: O'Connor Signal Project
d) Discuss the acquisition of real property: CR 278
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for CR 366.
i) Discuss the acquisition of real property for N. Mays.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of real property for future SH 29 corridor.
n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
o) Discuss the acquisition of right-of-way for Corridor C.
p) Discuss the acquisition of right-of-way for Corridor F.
q) Discuss the acquisition of right-of-way for Corridor D.
r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
y) Discuss the acquisition of the MKT Right of Way

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) Potential governmental uses for 8th Street downtown parking lot
c) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
d) Discuss property usage at Longhorn Junction
e) Discuss sale of excess 183A right of way to abutting property owner.
f) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
g) Discuss Blue Springs Boulevard
h) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:27 AM

Form Started By: Charlie Crossfield Started On: 12/10/2020 08:51 AM

Final Approval Date: 12/10/2020

Commissioners Court - Regular Session **69.**

Meeting Date: 12/15/2020

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
h) Project Arcos
i) Project Woods
j) Project Co-Op
k) Project Liberty
l) Project Long Haul
m) Project Bon Jovi

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/10/2020 09:28 AM

Form Started By: Charlie Crossfield Started On: 12/10/2020 08:52 AM

Final Approval Date: 12/10/2020