NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
April 13, 2021
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 – 24)

4. Discuss, consider, and take appropriate action on a line item transfer for the Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004212	Postage	$4,000.00
To	0100.0560.004350	Printed Forms	$4,000.00

5. Discuss, consider, and take appropriate action on a line item transfer for the Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005008	LE Equipment >$5,000	$14,111.00

From	0100.0560.005740	Computer Equipment >5,000	$7,755.00
From	0100.0560.004500	Maintenance Services	$1,992.00
To	0100.0560.004509	Facility Enhancements	$23,858.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003001	Small Equip. & Tools < $5,000	$5,500.00
To	0200-0210-005711	Heavy Equipment > $5,000	$5,500.00

7. 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	$650.00
TO	0100-0499-003006	Office Equipment	$650.00

8. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including Four (4) Chevy Tahoes, One (1) Inflatable water rescue raft, One (1) Magnum boat trailer and Two (2) Cargo Trailers, pursuant to Tx. Local Gov't Code 263.152.

9. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 04/07/2021 for the Williamson County Tax Assessor/Collector.

10. Discuss, consider, and take appropriate action on approving property tax collections for the month of March 2021 for the Williamson County Tax Assessor/Collector.

11. Discuss, consider and take appropriate action on an addendum to the agreement with Nineveh Ministries, Inc. d/b/a Jail to Jobs to provide animal support services to the Williamson County Regional Animal Shelter.

12. Discuss, consider and take appropriate action on a Second Amendment to that Certain Williamson County Exposition Center Operation and Use Agreement between Williamson County, Texas and Taylor Rodeo Association, Inc.

13. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Queuing Software under RFP #T3838.

14. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for a narrow aisle forklift under IFB #T3822.

15. Discuss consider and take appropriate action on approving agreement between Williamson County and Building Abatement Demolition Company, Inc. for parking lot clean up at the Williamson County Sheriff's Office located at 508 South Rock Street, Georgetown, TX 78626 in the amount of $5,500.00 per the terms of TIPS contract #191002 authorizing the execution of this agreement.

16. Discuss, consider and take appropriate action on approving a report on the Williamson County Justice Center ADA Crosswalk Work Authorization #6 with Reliance Architecture, LLC, in the amount of $23,410 to expire on October 5, 2021. This project will be funded under 100.1009.4509.

17. Discuss, consider and take appropriate action on ratifying purchase of two (2) Solar Tech Full Matrix Message Boards (126" x 76") and two (2) Solar Tech Full Matrix Message Boards (92" x 54") from Pathmark Traffic Equipment LLC, in the amount of $64,700.00, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).

18. Discuss, consider and take appropriate action on awarding IFB #T3332 Cul-de-sac Fog Seal (Chandler Creek and Milwood) to the lowest responsive bidder Alpha Paving Industries, LLC. and authorizing execution of the agreement.

19. Discuss, consider and take appropriate action on a temporary construction easement with Gauntlet Holdings, LLC for vegetation clearing on CR 221.

20. Discuss, consider and take appropriate action on approval of the preliminary plat for the Schwertner Ranch Phase 3 subdivision – Precinct 3.

21. Discuss, consider and take appropriate action on approval of the preliminary plat for the Boggy Creek Acres subdivision – Precinct 4.

22. Discuss, consider and take appropriate action on approval of the preliminary plat for the Saddleback at Santa Rita Ranch Phase 1 subdivision – Precinct 2.

23. Discuss, consider and take appropriate action on approval of the final plat for the Star Ranch Apartments subdivision – Precinct 4.

24. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Santa Rita Ranch Phase 3 subdivision – Precinct 3.

REGULAR AGENDA

25. Discuss, consider, and take appropriate action on recognizing Paramedic Dena Jaeger for her 25 years of service to Williamson County EMS.

26. Discuss and take appropriate action on a Proclamation recognizing April 18 - 24, 2021 as CRIME VICTIMS' RIGHTS WEEK.

27. Discuss, consider and take appropriate action concerning the Commissioners Court holiday schedule.

28. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act of 2021 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 American Rescue Plan funding, as well as possible future funding and allocation plans in relation to CARES Act and American Rescue Plan funds.

29. Discuss, consider and take appropriate action on matters relating to Coronavirus (COVID-19) vaccinations in Williamson County, to include, but not be limited to hearing an update on administration of vaccines in Williamson County, coordination and programming of vaccination sites, locations and/or clinics, amending vaccination administration agreements with vaccination service providers Curative Medical Associates PA and Family Emergency Room, LLC and communication and outreach efforts regarding vaccinations.

30. Discuss, consider and take appropriate action regarding the Notice of Service Termination for Queuing Software services to NEMO-Q, Inc, and authorizing execution of the notice.

31. Discuss, consider and take appropriate action on appointing a selection committee for the Williamson County Employee of the Year Program.

32. Discuss, consider and take appropriate action on updates to the Employee Policy Manual to be effective October 1, 2021.

33. Discuss, consider, and take appropriate action on approving a new concept to provide departments with long term staffing support while current employees are on approved leave under the Uniformed Services Employment and Reemployment Rights act (USERRA).

34. Discuss, consider, and take appropriate action on awarding RFP T2795 Juvenile Justice Center RTU Replacement to Tradesman Services, Ltd and authorizing the execution of the agreement.

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

36. Discuss, consider and take appropriate action on ratifying Purchase Order #177330 for emergency towing services provided by S.A.S. Truck & Trailer, LLC in the amount of $9,922.50 and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).

37. Discuss, consider and take appropriate action on Contract Amendment No. 1 to the On-Call Traffic Engineering Services contract between Williamson County and Alliance Transportation Group, Inc. relating to the 2019 Road Bond Program.
Project: As Needed Fund Source: Road Bonds

38. Discuss, consider and take appropriate action on Contract Amendment No. 1 to the Liberty Hill (SH29) Bypass contract between Williamson County and LJA Engineering, Inc. relating to the 2019 Road Bond Program. Project: P346 Fund Source: Road Bonds

39. Discuss, consider and take appropriate action on a real estate contract with Casey Pezold for right of way needed on the Liberty Hill Bypass project (Parcel 39). Funding: Road Bonds P346

40. Discuss, consider and take appropriate action on a real estate contract with NPC Management, LLC for right of way needed on the SE Loop project (Parcel 21). Funding Source: Road Bonds P463

41. Discuss, consider and take appropriate action on a Redesignation and Vacation of Access Rights Denial with Bridge Community Church of the Assemblies of God.

42. Discuss, consider and take appropriate action on a letter agreement with Marion Shipman regarding an exchange of property needed for the construction of the SH 29 Bypass project. Funding Source: Road Bonds P457

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)."

43. 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: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.

g) Discuss the acquisition of real property for CR 366.
h) Discuss the acquisition of real property for N. Mays.
i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
j) Discuss the acquisition of real property for CR 111.
k) Discuss the acquisition of real property for Corridor H
l) Discuss the acquisition of real property for future SH 29 corridor.
m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
n) Discuss the acquisition of right-of-way for Corridor C.
o) Discuss the acquisition of right-of-way for Corridor F.
p) Discuss the acquisition of right-of-way for Corridor D.
q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
r) Discuss the acquisition of right-of-way for Reagan extension.
s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
t) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
u) Discuss the acquisition of the MKT Right of Way
v) Discuss acquisition of drainage easement in relation to County Road 176

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

44. 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) Project Cedar
c) Project Expansion
d) Project Arcos
e) Project Woods
f) Project Liberty
g) Project Long Haul
h) Project Bon Jovi
i) Project Crystal
j) Project Link
k) Project Winston
l) Project Solo
m) Project Stamp

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

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) 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.
h) 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
i) Claim of Regina Wright.
j) 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.
k) 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.
l) 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.
m) 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.
n) 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.
o) 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.
p) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
q) Claim, of Ramsey Mitchell.
r) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
s) Shamona Harris - EEOC Charge #451-2021-00812.
t) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
u) Notice of Charge of Discrimination - Bhavani Madisetti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
v) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.

w) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
x) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.
y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.
z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.

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

REGULAR AGENDA (continued)

47. Discuss and take appropriate action concerning economic development.

48. Discuss and take appropriate action concerning real estate.

49. 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 No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) 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.
h) 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
i) Claim of Regina Wright.
j) 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.
k) 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.
l) 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.
m) 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.
n) 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.
o) 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.
p) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
q) Claim, of Ramsey Mitchell.
r) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
s) Shamona Harris - EEOC Charge #451-2021-00812.
t) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
u) Notice of Charge of Discrimination - Bhavani Madisetti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
v) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
w) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
x) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.
y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.
z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.

50. 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.

51. 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 9th day of April 2021 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: 04/13/2021

Line Item Transfer

Submitted For: Mike Gleason **Submitted By:** Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Sheriff's Office.

Background

The transfer provides funding to purchase business cards and required forms for a newly elected Sheriff. There is currently money in postage due to a reduction in pre-trial and corrections mailing.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004212	Postage	$4,000.00
To	0100.0560.004350	Printed Forms	$4,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/06/2021 04:41 PM
Budget Office	Ashlie Koenig	04/06/2021 05:03 PM
Form Started By: Peggy Braun		Started On: 04/05/2021 01:57 PM
Final Approval Date: 04/06/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 04/13/2021

Line Item Transfer

Submitted For: Mike Gleason **Submitted By:** Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Sheriff's Office.

Background

This transfer is to move budget monies to complete the upgrade of three interview rooms at the Sheriff's Office. This project has been approved by ITS and will be purchased utilizing DIR-TSO-4132 contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005008	LE Equipment >$5,000	$14,111.00
From	0100.0560.005740	Computer Equipment >5,000	$7,755.00
From	0100.0560.004500	Maintenance Services	$1,992.00
To	0100.0560.004509	Facility Enhancements	$23,858.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 08:55 AM
Budget Office	Ashlie Koenig	04/08/2021 11:30 AM
Form Started By: Peggy Braun		Started On: 04/07/2021 03:26 PM
Final Approval Date: 04/08/2021		

Commissioners Court - Regular Session **6.**

Meeting Date: 04/13/2021

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to replace a mowing tractor that sustained fire damage. Insurance proceeds are paying for the majority of the replacement.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003001	Small Equip. & Tools < $5,000	$5,500.00
To	0200-0210-005711	Heavy Equipment > $5,000	$5,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/06/2021 04:42 PM
Budget Office	Ashlie Koenig	04/06/2021 05:03 PM
Form Started By: Kelly Murphy		Started On: 04/06/2021 01:36 PM
Final Approval Date: 04/06/2021		

Commissioners Court - Regular Session **7.**

Meeting Date: 04/13/2021

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 003006 Office Equipment. This budget transfer is requested to purchase a loudspeaker system equipment and installation at the Taylor Tax Office. The Taylor Tax Office has a small lobby, and a minimum number of customers can fit in that area. This means that taxpayers sometimes have to stand either in the building's foyer or outside the building. The loudspeaker system will allow those individuals to hear when their numbers are called for service inside the Tax Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0499-003005	Office Furniture	$650.00
TO	0100-0499-003006	Office Equipment	$650.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 08:54 AM
Budget Office	Ashlie Koenig	04/08/2021 11:28 AM
Form Started By: Judy Kocian		Started On: 04/07/2021 09:27 AM
Final Approval Date: 04/08/2021		

Commissioners Court - Regular Session **8.**

Meeting Date: 04/13/2021

V/E Assets for Sale 4.13.21

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including Four (4) Chevy Tahoes, One (1) Inflatable water rescue raft, One (1) Magnum boat trailer and Two (2) Cargo Trailers, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Auction 4.13.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/08/2021 08:29 AM
County Judge Exec Asst.	Andrea Schiele	04/08/2021 09:07 AM
Form Started By: Mary Watson		Started On: 04/05/2021 08:16 AM
Final Approval Date: 04/08/2021		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	47ZFB12171X015575
Equipment/Door Number	SF0128
License Plate	9065104
Year	2001
Make	Pace American
Model	WS612SHD
Comments (mileage, mechanical issues, other info)	cargo trailer
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 3/30/2021 12:18 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/1/2021 1:56 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 3/30/2021 3:09 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/31/2021 2:30 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/1/2021 2:00 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	4D6EB12142C004123
Equipment/Door Number	SF0213
License Plate	9062371
Year	2002
Make	Cargo Craft
Model	cargo trailer
Comments (mileage, mechanical issues, other info)	cargo trailer
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 3/30/2021 12:18 PM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/1/2021 1:57 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 3/30/2021 3:12 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/31/2021 2:33 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/1/2021 2:11 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1V5AA151351115817
Equipment/Door Number	SF0578
License Plate	69112L
Year	2005
Make	Magnum
Model	boat trailer
Comments (mileage, mechanical issues, other info)	trailer to SV0860
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 3/30/2021 12:20 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/1/2021 2:00 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 3/30/2021 3:13 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/31/2021 2:37 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/1/2021 2:16 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	ACH00278C808
Equipment/Door Number	SV0860
License Plate	TX-5351-AV
Year	2008
Make	Fiberworks
Model	SG-156
Comments (mileage, mechanical issues, other info)	inflatable water rescue raft
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 3/30/2021 12:19 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/1/2021 1:58 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 3/30/2021 3:08 PM
Auditor's Authorized Employee Digital Signature	✘
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/1/2021 2:13 PM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC6GR304896
Equipment/Door Number	SB1638
License Plate	1309512
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	104,840 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 3/30/2021 12:16 PM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/1/2021 1:42 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 3/30/2021 3:06 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/31/2021 2:02 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/1/2021 1:44 PM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLCDEC0GR306711
Equipment/Door Number	SB1640
License Plate	1309514
Year	2016
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	106,536 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 3/30/2021 12:17 PM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/1/2021 1:53 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 3/30/2021 3:11 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/31/2021 2:05 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/1/2021 1:55 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E01ER213834
Equipment/Door Number	SB1419
License Plate	1175656
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	89k mi. Patrol Tahoe Taxi painted 1/2 yellow from Chody admin. ; promotes Yellow Cab of Austin. Not feasible to make ready for patrol use.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 4/1/2021 12:18 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/1/2021 1:40 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 4/1/2021 1:48 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/5/2021 2:20 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/5/2021 2:28 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E07ER214955
Equipment/Door Number	SB1432
License Plate	1183389
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	106,610 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 4/1/2021 10:01 AM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/1/2021 2:01 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 4/1/2021 10:57 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 4/5/2021 2:16 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 4/5/2021 2:26 PM

Commissioners Court - Regular Session **9.**

Meeting Date: 04/13/2021

Property Tax Refunds – Over 2500 – Thru 04/07/2021

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 04/07/2021 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

040121-040721 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 09:16 AM
Form Started By: Renee Clark		Started On: 04/07/2021 04:13 PM
Final Approval Date: 04/08/2021		

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: April 7, 2021

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

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

Annex Locations:

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

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

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

Property Tax
Account QuickReport
As of April 7, 2021

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	04/06/2021	79741	CORELOGIC TAX SERVICES, LLC	R584253 - Erroneous payment	-4,513.80
Total Refunds Payable - Taxpayers					-4,513.80
TOTAL					**-4,513.80**

Commissioners Court - Regular Session **10.**

Meeting Date: 04/13/2021

Property Tax Collections – March 2021

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of March 2021 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

030121-033121 GWI-RFM

030121-033121 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 10:48 AM
Form Started By: Renee Clark		Started On: 04/08/2021 10:37 AM
Final Approval Date: 04/08/2021		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
March 31, 2021

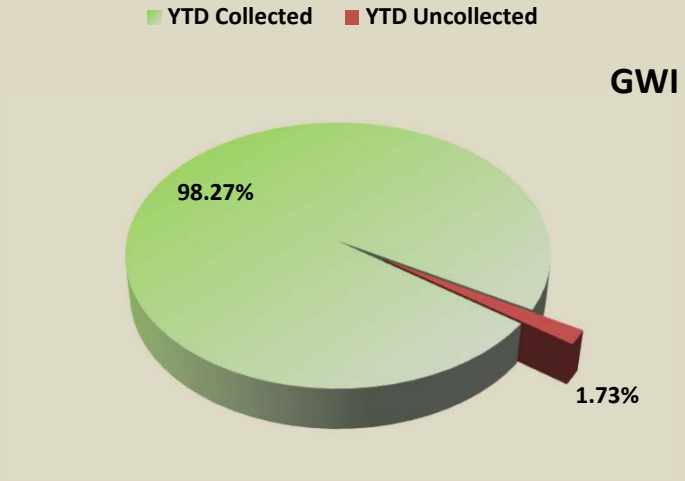
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2020	$308,158,968.52	($257,635.75)	$307,901,332.77	$2,933,407.43	$142,934.75	$90.47	$5,338,748.13	$302,562,584.64	98.27%	98.37%	98.66%
2019 & Prior	$2,639,554.36	($122,235.49)	$2,517,318.87	$38,330.74	$10,744.01	$925.55	$2,071,012.26	$446,306.61	17.73%	22.48%	
Rollbacks	$205,016.50	$244,055.33	$449,071.83	$25,317.00	$1,446.72	$0.00	$115,505.17	$333,566.66	74.28%	74.61%	
Total All	$311,003,539.38	($135,815.91)	$310,867,723.47	$2,997,055.17	$155,125.48	$1,016.02	$7,525,265.56	$303,342,457.91	97.58%	97.72%	

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	($18,297.63)	$29,306,131.63	$278,467.10	$13,600.01	$7.39	$503,877.14	$28,802,254.49	98.28%	98.38%	98.67%
2019 & Prior	$236,694.34	($10,089.48)	$226,604.86	$3,972.20	$1,033.43	$88.99	$183,625.76	$42,979.10	18.97%	23.90%	
Rollbacks	$19,357.23	$23,073.59	$42,430.82	$2,395.67	$137.27	$0.00	$10,939.13	$31,491.69	74.22%	74.55%	
Total All	$29,580,480.83	($5,313.52)	$29,575,167.31	$284,834.97	$14,770.71	$96.38	$698,442.03	$28,876,725.28	97.64%	97.78%	

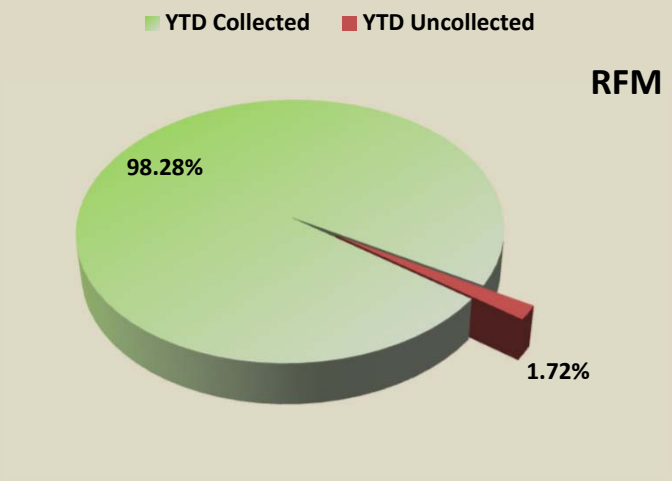
2020 COMBINED MONTHLY BREAKDOWN

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
Dec-20	$340,573,402.43	($2,584.05)	$340,570,818.38	$178,144,338.83	$26,270.02	($0.05)	$128,743,750.07	$211,827,068.31
Jan-21	$340,570,818.38	($72,663.42)	$340,498,154.96	$113,388,008.11	$20,791.57	$2,172.71	$15,280,905.83	$325,217,249.13
Feb-21	$340,498,154.96	$29,724.36	$340,527,879.32	$3,788,835.33	$196,844.15	($69,903.81)	$11,591,698.67	$328,936,180.65
Mar-21	$340,527,879.32	($84,988.54)	$340,442,890.78	$3,281,890.14	$169,896.19	$1,112.40	$8,223,707.59	$332,219,183.19

Year to Date Collection Report
Thru March, 2021



Year to Date Collection Report
Thru March, 2021



Percent of Roll Collected Comparison
2016-2020



Percent of Roll Collected Comparison
2016-2020



Commissioners Court - Regular Session **11.**

Meeting Date: 04/13/2021

Jail to Jobs

Submitted For: Misty Valenta **Submitted By:** Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an addendum to the agreement with Nineveh Ministries, Inc. d/b/a Jail to Jobs to provide animal support services to the Williamson County Regional Animal Shelter.

Background

Jail to Jobs will continue to provide services as an independent contractor and supply one supervisor and up to three participants five day a week from 8:00 am to 3:00 pm. All participants will be vetted to ensure that no participants have been convicted of any crime consisting of sexual crimes, and/or animal cruelty crimes.

This Addendum will extend the term through the end of the current fiscal year, while keeping all other terms and conditions the same. The costs associated with this partnership will continue to be funded through the lifesaving grant from the Petco Foundation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail to Jobs Addendum

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/05/2021 01:24 PM
Animal Services (Originator)	Misty Valenta	04/06/2021 11:27 AM
County Judge Exec Asst.	Andrea Schiele	04/08/2021 09:08 AM
Form Started By: Misty Valenta		Started On: 04/05/2021 12:06 PM
Final Approval Date: 04/08/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

FIRST ADDENDUM FOR SERVICES CONTRACT BETWEEN WILLIAMSON COUNTY, TEXAS AND NINEVEH MINISTRIES D/B/A JAIL TO JOBS FOR SUPPORT OF ANIMAL SHELTER OPERATIONS

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 CONTRACT #1911 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 **Nineveh Ministries d/b/a Jail to Jobs** (hereinafter "Program"), a non-profit religious organization operating in the State of Texas with an address located at 5 Indian Meadows Dr, Round Rock, TX 78665. The County and Program agree to the following additional terms to the Agreement between the parties:

I.

Term: The term of this Agreement shall be extended to September 30, 2021. Following September 30, 2021, the parties must confirm available grant funding and enter into a new Addendum for the following fiscal year in order to renew another term for this Agreement.

II.

In all other respects, the Agreement remains the same and 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: _____, 2021

PROGRAM: Sail To Jobs
Eddie Franz

_____
Authorized Signature
Date: 4/6/_____, 2021

Commissioners Court - Regular Session **12.**

Meeting Date: 04/13/2021

Second Amendment to Expo Center Agreement with Taylor Rodeo Association

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Second Amendment to that Certain Williamson County Exposition Center Operation and Use Agreement between Williamson County, Texas and Taylor Rodeo Association, Inc.

Background

Due to the strain and very unique circumstances that COVID-19 has placed on food and alcohol vendors, Williamson County desires to allow the Taylor Rodeo Association (TRA) to contract with its own food and alcohol vendors, with no charges or fees assessed from the County for the two booked TRA events occurring in 2021. Contracted food and alcohol vendors must comply with the policies and procedures set forth, to include identified amounts of liquor liability insurance. This agreement was coordinated with Legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Second Amendment to Expo Center Operation and Use Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 08:58 AM
Form Started By: Russell Fishbeck		Started On: 04/07/2021 04:36 PM
Final Approval Date: 04/08/2021		

SECOND AMENDMENT TO WILLIAMSON COUNTY EXPOSITION CENTER OPERATION AND USE AGREEMENT

THIS SECOND AMENDMENT TO THAT CERTAIN WILLIAMSON COUNTY EXPOSITION CENTER OPERATION AND USE AGREEMENT ("Second Amendment") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("Owner") and TAYLOR RODEO ASSOCIATION, INC., a not-for-profit Texas corporation ("TRA").

RECITALS

WHEREAS, Owner and TRA executed that certain agreement entitled Williamson County Exposition Center Operation and Use Agreement hereinafter the "Agreement", which became effective as of July 22, 2015, for the operation and use of designated areas of the Williamson County Expo Center for specific events held by TRA;

WHEREAS, due to the strain and very unique circumstances that COVID-19 has placed on alcohol and food vendors, it has become necessary to amend the Agreement to allow TRA to contract with its own food and alcohol vendors for its TRA Booked Events occurring in 2021;

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

AGREEMENTS

1. **Consumable Concessions.** TRA acknowledges that during Booked TRA Events, Owner events and third-party events, Owner has the exclusive right to license, sell, display, distribute and store (in locations reasonably convenient to Owner or its concessionaire and, as designated by Owner) all consumable concessions, which includes, but is not limited to food, food product, candy and any other edible items; nonalcoholic beverages; and alcoholic beverages; and TRA does not have any rights to any revenues generated from the sale of the above referenced items during any Booked TRA Event.

   However, due to the strain and very unique circumstances that COVID-19 has placed on food and alcohol vendors, Owner hereby agrees to allow TRA to contract with its own food and alcohol vendors, with no charges or fees assessed from the Owner, for the two Booked TRA Events occurring in 2021 provided that such food and alcohol vendors comply with the policies and procedures of the Owner and the Williamson County Expo Center; and upon the condition that any vendor providing alcohol shall provide the following Liquor Liability Insurance:

   Liquor Liability Insurance in the amount of at least $1,000,000.00. Said insurance shall be written by a company or companies acceptable to Owner, authorized to engage in the business of liquor liability insurance in the state of Texas, and name Owner as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. TRA shall deliver to Owner certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

2. To the extent necessary and for only the TRA Booked Events occurring in 2021, the amendment set out above in relation to consumable concessions shall control and take precedent over any conflicting term of the Agreement relating to consumable concessions. Following 2021, the above stated amendment relating to consumable concessions shall not be effective and all terms of the Agreement shall control thereafter.

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

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

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

WILLIAMSON COUNTY, TEXAS:

By:_____
Signature

_____
Printed Name

_____
Title

_____, 20___
Date

TAYLOR RODEO ASSOCIATION, INC.:

By: Edwin Stojawic
Signature

EDWIN STOJAWIC
Printed Name

PRESIDENT
Title

April 6, 2021
Date

Commissioners Court - Regular Session **13.**

Meeting Date: 04/13/2021

Advertise Queuing Software RFP T3838

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Queuing Software under RFP #T3838.

Background

Approval of this item will support the operations of the Williamson County Tax Office. The Tax Office would like to issue an RFP to solicit proposals for a new contract for queuing software as the market has changed. Department contact is Matt Johnson. This expenditure will be charged to 01.0100.0499.004500 and 01.0100.0499.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/08/2021 09:20 AM
County Judge Exec Asst.	Andrea Schiele	04/08/2021 09:29 AM
Form Started By: Erica Smith		Started On: 04/07/2021 02:04 PM
Final Approval Date: 04/08/2021		

Commissioners Court - Regular Session **14.**

Meeting Date: 04/13/2021

Advertise RFP T3822 Narrow Aisle Forklift

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for a narrow aisle forklift under IFB #T3822.

Background

Approval of this item will support the operations of the Williamson County Elections Department. The Elections Department is in need of a narrow aisle forklift for their new warehouse space. Traditional forklifts will not work in their narrow aisles. Cooperative options have been exhausted and it has been determined there is a need for a solicitation. Department contact is Jerry Michalek. This expenditure will be charged to 01.0100.0492.005711.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/08/2021 08:52 AM
County Judge Exec Asst.	Andrea Schiele	04/08/2021 09:14 AM
Form Started By: Erica Smith		Started On: 04/07/2021 01:45 PM
Final Approval Date: 04/08/2021		

Commissioners Court - Regular Session **15.**

Meeting Date: 04/13/2021

Sheriff's Office Parking Lot Cleanup TIPS #191002

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss consider and take appropriate action on approving agreement between Williamson County and Building Abatement Demolition Company, Inc. for parking lot clean up at the Williamson County Sheriff's Office located at 508 South Rock Street, Georgetown, TX 78626 in the amount of $5,500.00 per the terms of TIPS contract #191002 authorizing the execution of this agreement.

Background

This proposal will provide the removal and proper disposal of Steel Pipes, Beams, Large Rocks and Brush at the Williamson County Sheriffs Office Parking Lot per the attached quote. Department point of contact is Dale Butler. Funding Source is 01.0100.1008.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract & quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/08/2021 08:22 AM
County Judge Exec Asst.	Andrea Schiele	04/08/2021 08:59 AM
Form Started By: Andrew Portillo		Started On: 03/30/2021 11:42 AM
Final Approval Date: 04/08/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(Sheriff's Office Parking Lot Cleanup)
(TIPS #191002)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to 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 CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Building Abatement Demolition Company, Inc.** (hereinafter "Service Provider"), with offices at 1621 CR 269, Leander, TX 78641 (ph. 512-778-6069). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Proposal, which is dated March 19, 2021 and designated as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $5,500.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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. This Williamson County Services Contract;
B. Proposal, which is dated March 19, 2021 and designated as Exhibit "A" and incorporated herein as if copied in full;
C. TIPS #19100201; and

D. Any required insurance certificates.

VII.

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

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

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

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

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

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

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

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

VIII.

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

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

IX.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service

Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in original Proposal, which is dated February 24, 2021 and designated as Exhibit "A" and incorporated herein as if copied in full and as described in supplemental Proposal, which is dated March 1, 2021 and designated as Exhibit "B" and incorporated herein as if copied in full

X.

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

XI.

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

XII.

Termination: 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. The County will only be liable for its pro rata share of services rendered and goods actually received.

XIII.

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

XIV.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XII above.

XV.

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

XVI.

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

XVII.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2021

SERVICE PROVIDER:

Pedro Meza
Authorized Signature

Pedro Meza
Printed Name

Date: April 1, 2021

Exhibit “A”
Proposal Dated March 19, 2021
(Incorporated herein as if copied in full)

BUILDING ABATEMENT DEMOLITION COMPANY, INC.

MARCH 19, 2021

TIPS #191002

Reference: Proposal for the Parking Lot Clean Up @ Williamson County Sheriff's Office, South Rock Street, Georgetown, TX

In accordance with your request Building Abatement Demolition Company, Inc. is pleased to submit the proposal pricing to furnish labor, equipment and materials needed for the structure demolition at the above-mentioned property.

SCOPE OF WORK DEMOLITION:

- Removal and proper disposal of the **Steel Pipes and Beams**
- Removal and proper disposal of the **Large Rocks**
- Removal and proper disposal **of Brush**

Steel Pipes/Beams: $ 1,500.00

Large Rocks/Brush: $ 4,000.00

Lump Sum Bid: $ 5,500.00

EXCLUSIONS ARE AS FOLLOWS:

- **Permits/Fees**
- **Sidewalk/Street Barriers/Permits**
- **Site/Silt/Security Fence**
- **Tree Removal/Protection Unless Noted Above**
- **Cutting/Capping of Utilities or Make Safe**
- **Any concealed conditions**
- **Backfill/Compaction/Grass**
- **SWPPP**
- **Slab Dirt Removal**
- **Slab Removal**
- **Sidewalk Removal**
- **Street Demolition**

AUSTIN OFFICE 1621 CR 269 LEANDER, TX. 78641 OFFICE 512-778-6069
PEDRO@BADCOMPANY-INC.COM

BID NOTES AND CLARIFICATIONS:

- This proposal is good for sixty- (60) days from the date of this proposal.
- Removal and clean up will be in accordance with all federal, state and local regulations that are specifically applicable to this job and are in effect at the time of this proposal.
- It will be the owner's responsibility to remove all non-stationary items such as tools, supplies, furniture and equipment to be salvaged or reused prior to any demolition activities.
- Provide transportation and disposal of all debris to an approved landfill by an insured and licensed hauler.
- The notification fee is **not** included in this bid price. Those fees will be billed direct to the owner from the state.
- Building Abatement Demolition Company, Inc. does not hereby assume responsibility nor indemnify the general contractor and / or owner for their sole negligence. In the event of concurrent negligence, Building Abatement Demolition Company, Inc. indemnity will apply to the extent of Building Abatement Demolition Company, Inc. negligence.

TERMS:

The terms of payment of the material, equipment and labor based on the original scope of work described herein will be due: Net 30 Days

We sincerely appreciate the opportunity to submit this proposal and look forward to being of other service on this project.

Sincerely;

Building Abatement Demolition Company, Inc. **ACCEPTED BY:**

Pedro Meza

PROJECT MANAGER

SIGNATURE DATE

AUSTIN OFFICE 1621 CR 269 LEANDER, TX. 78641 OFFICE 512-778-6069

PEDRO@BADCOMPANY-INC.COM

Commissioners Court - Regular Session **16.**

Meeting Date: 04/13/2021

Justice Center ADA Crosswalk Reliance WA6

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 approving a report on the Williamson County Justice Center ADA Crosswalk Work Authorization #6 with Reliance Architecture, LLC, in the amount of $23,410 to expire on October 5, 2021. This project will be funded under 100.1009.4509.

Background

On November 24, 2020, the Williamson County Commissioners Court approved the First Amended and Restated Agreement for Architectural and Engineering Services which modifies the compensation method of the original agreement by setting forth that payment of fees will be based on a percentage of completion of a scope of services as opposed to the current hourly billing basis for services; sets forth that a maximum cap will be set on the amount of reimbursable expenses that may be paid for an assigned scope of services on each specific project; provides invoicing requirements in relation to payment requests to the County; and revises the Work Authorization template that is to be used under the agreement. The remainder of the original agreement will remain in place and continue in full force as per Agreement for Architectural and Engineering Services dated effective January 30, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CJC ADA Crosswalk Reliance WA6

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/07/2021 09:38 AM
County Judge Exec Asst.	Andrea Schiele	04/08/2021 09:13 AM
Form Started By: Wendy Danzoy		Started On: 04/07/2021 08:20 AM
Final Approval Date: 04/08/2021		

WORK AUTHORIZATION NO. 6

PROJECT: **Justice Center ADA Crosswalk** ("Project")

ARCHITECT/ ENGINEER: **Reliance Architecture, LLC** ("A/E")
Antonio Naylor, AIA, ALEP, Principal Architect
1306 Barrington Dr
Austin, Texas 78753

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

THIS WORK AUTHORIZATION NO. 6, is made pursuant to the terms and conditions of the **First Amended and Restated Agreement for Architectural and Engineering Services** dated **November 24, 2020**, and becomes 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 body corporate and politic under the laws of the State of Texas ("County") and A/E.

ARTICLE 1

A/E shall provide Design and Engineering Services set forth in **Attachment A** of this Work Authorization.

ARTICLE 2

The maximum amount payable to A/E for Basic Services under this Work Authorization without modification is **Twenty-Three Thousand Four Hundred Ten Dollars ($23,410)**, as set forth in **Attachment B** of this Work Authorization. Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

ARTICLE 3

This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **October 5, 2021**, as set forth in **Attachment C** of this Work Authorization. The Design and Engineering Services set forth in **Attachment A** of this

Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

ARTICLE 4

This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

ARTICLE 5

By execution of this Work Authorization, A/E and County agree that ALL previous Work Authorizations related to this Project are terminated and shall be supplanted by this Work Authorization.

ARTICLE 6

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 7

This Work Authorization is hereby accepted and acknowledged below.

A/E:	**COUNTY:**
Reliance Architecture, LLC	Williamson County, Texas
By: _____ Signature	By: _____ Signature
Antonio Naylor Printed Name	Printed Name
Prresiden/Principal Title	Title
Date Signed: March 30, 2021	Date Signed: _____

ATTACHMENT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, civil, landscape and irrigation, cost estimates and construction administration,

and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Attachment C – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice

until County accepts the submittal as reasonably complete.

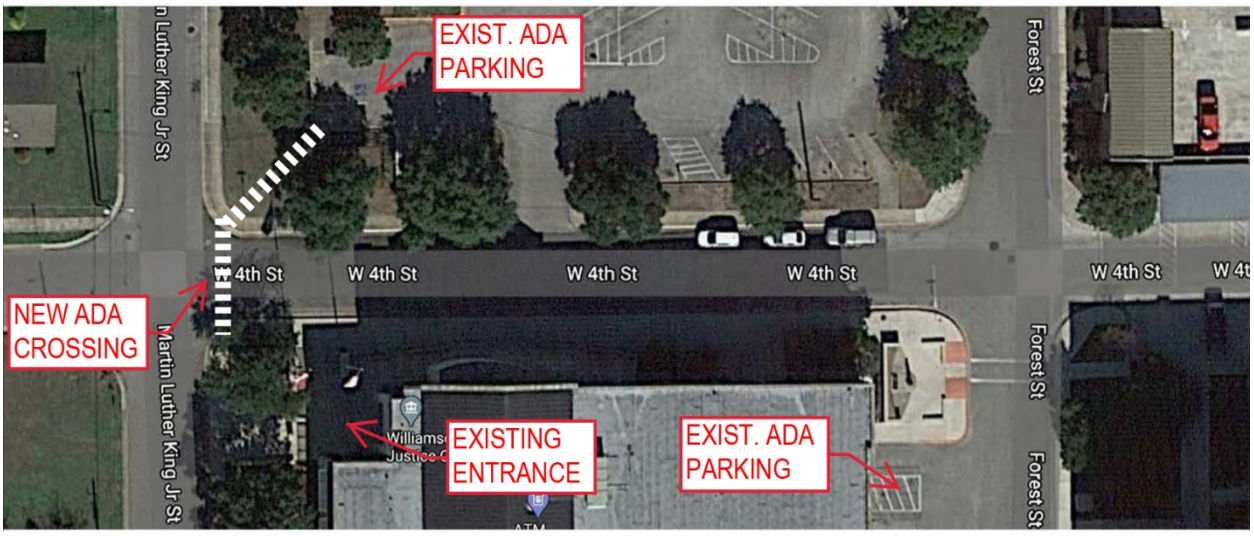
Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

SCOPE OF WORK:

Williamson County Justice Center
405 MLK
Georgetown, TX 78626
Funding Source: 4509

Reconstruct crossing at 4th St. and Martin Luther King St. to create accessible pedestrian crossing to connect building entrance to nearest accessible parking location.



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment / C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement, Work Authorization, or Supplemental Work Authorization thereto.

Phase I - SCHEMATIC DESIGN – Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Perform site Survey.

B. Investigate site/facility and verify known existing or available utility locations.

C. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

D. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT - Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS - Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications, and engineering calculations (without professional seals) setting forth in detail the work required for the structural, mechanical, plumbing, and electrical work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

B. Receive and respond to permitting comments by the local jurisdiction having review authority.

C. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.

C. Conduct site visits with personnel technically qualified by education and

experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

D. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

E. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

F. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

G. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

H. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**23,410**	100%
38%	**Reliance Architecture**	**$**	**8,910**	
62%	**Civil Engineering Services**	**$**	**14,500**	
Phase I - SCHEMATIC DESIGN/ SURVEY		**$**	**3,325**	14%
	Reliance Architecture	$	825	
	Civil Engineering Services	$	2,500	
Phase II - DESIGN DEVELOPMENT		**$**	**6,150**	26%
	Reliance Architecture	$	1,650	
	Civil Engineering Services	$	4,500	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**8,300**	35%
	Reliance Architecture	$	3,300	
	Civil Engineering Services	$	5,000	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**-**	0%
	Reliance Architecture	$	-	
	Civil Engineering Services	$	-	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**1,485**	6%
	Reliance Architecture	$	1,485	
	Civil Engineering Services	$	-	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**4,150**	18%
	Reliance Architecture	$	1,650	
	Civil Engineering Services	$	2,500	
Phase VII - PROJECT CLOSE-OUT		**$**	**-**	0%
	Reliance Architecture	$	-	
	Civil Engineering Services	$	-	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within **One Hundred Eighty-Two (182) calendar days** from the date of this Work Authorization.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (5) business days minimum.

Work Authorization Execution Date	**04/06/21**

Phase I - SCHEMATIC DESIGN/ SURVEY

Preliminary Scope and Budget analysis deliverables	04/13/21
30% Plans, Specifications and Estimate & Survey deliverables	04/20/21
County written authorization to proceed to next phase	04/27/21

Phase II - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	05/04/21
County written authorization to proceed to next phase	05/11/21

Phase III - CONSTRUCTION DOCUMENTS

Site Development Plans application submittal to City	04/16/21
Complete Plans, Specifications and Estimate deliverables	05/25/21
County written authorization to proceed to next phase	06/01/21

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	06/02/21
Plans submittal to TDLR and Permit application submittal to City	06/02/21
Construction Permits received from City	06/16/21

Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	06/17/21
County advertises project for Bid	06/24/21
Contract Award	07/08/21
Phase VI - CONSTRUCTION ADMINISTRATION⚜	
Contractor Notice to Proceed	07/15/21
Construction Substantial Completion	09/01/21
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	09/01/21
Agreement Termination Date	**10/05/21**

Commissioners Court - Regular Session **17.**

Meeting Date: 04/13/2021

Pathmark Traffic Equipment Message Boards

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying purchase of two (2) Solar Tech Full Matrix Message Boards (126" x 76") and two (2) Solar Tech Full Matrix Message Boards (92" x 54") from Pathmark Traffic Equipment LLC, in the amount of $64,700.00, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).

Background

These message boards will be for the vaccination sites as the boards currently utilized at these locations must be returned to Road and Bridge. Department point of contact is Bob Daigh. Funding Source 418P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Justification email

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/08/2021 08:28 AM
County Judge Exec Asst.	Andrea Schiele	04/08/2021 09:15 AM
Form Started By: Andrew Portillo		Started On: 04/07/2021 02:58 PM
Final Approval Date: 04/08/2021		

PATHMARK TRAFFIC
EQUIPMENT
P.O. BOX 1066
SAN MARCOS, TX 78667

Price Quote

Date	Estimate #
3/29/2021	Q7783

Name / Address	Ship To
WILLIAMSON COUNTY ACCOUNTS PAYABLE 3151 S. E. INNER LOOP STE B GEORGETOWN TX 78626	WILLIAMSON COUNTY ROAD DEPT 3151 SE INNER LOOP SUITE B GEORGETOWN, TX 78626 HERB 512-943-3360 512-914-4072

Terms	FOB	Ship Date	Project	Rep
NET 30 DAYS	DELIVERED	10-14 DAYS ARO		JH

Item #	Quantity	U/M	Description	Price	Total
Non-inventory I...	2		SOLAR TECH FULL MATRIX (126" X 76") TRAILER MOUNTED MESSAGE BOARD W/ LIFETIME CELLULAR DATA PLAN	16,450.00	32,900.00
Non-inventory I...	2		SOLAR TECH FULL MATRIX SILENT MESSENGER II (92" X 54") TRAILER MOUNTED MESSAGE BOARD W/ LIFETIME CELLULAR DATA PLAN	15,900.00	31,800.00

Phone #	Fax #	E-mail
(800) 547-0874	(800) 352-2092	sales@pathmark.net

Subtotal	$64,700.00
Sales Tax (0.0%)	$0.00
Total	$64,700.00

Price is good through 30 days.
Prices quoted are for above quanities shipped at one time.
Prices may change if quantities differ from those shown above.

From:	Bob Daigh
To:	Joy Simonton; Cynthia Long
Cc:	Kerstin Hancock
Subject:	RE: Pathmark Message Boards (Traffic Control Boards) - CARES Funds Purchasing
Date:	Wednesday, April 7, 2021 12:38:35 PM
Attachments:	image003.png

These are a rush so we have them for vaccination sites. Bob

From: Joy Simonton <joy.simonton@wilco.org>
Sent: Wednesday, April 7, 2021 9:32 AM
To: Cynthia Long <clong@wilco.org>; Bob Daigh <bdaigh@wilco.org>
Cc: Kerstin Hancock <khancock@wilco.org>
Subject: Pathmark Message Boards (Traffic Control Boards) - CARES Funds Purchasing

Good morning Commissioner Long and Mr. Daigh,

We have a requisition here to purchase the **message boards** (traffic control boards) for our vaccine stations from Pathmark for $64,700 using CARES funding. It's a good application of those funds for sure. My understanding is that this is Commissioner Long's initiative and that the boards can be put to use by R&B once the vaccine stations no longer need them.

What is our timeline and urgency for the boards? We are being told it's an emergency purchase. Pathmark is not a part of a co-op, so our purchasing path is to exempt the purchase as an emergency or to issue a bid.

I pause only because continued exemptions for Covid related purchases should be reviewed carefully as things slow down a bit.

If I need to speak to someone else just let me know. Thank you for any insight.

JOY SIMONTON Purchasing Agent
MPA, CPPB
512-943-1555 | 100 Wilco Way, Suite P101, Georgetown, TX 78626 | joy.simonton@wilco.org
Website: Bids (wilco.org)

WILLIAMSON COUNTY
1848

Purchasing Department

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete the message.

Commissioners Court - Regular Session **18.**

Meeting Date: 04/13/2021

Awarding IFB # T3332 Cul-De-Sac Fog Seal 2021 (Chandler Creek and Milwood)

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #T3332 Cul-de-sac Fog Seal (Chandler Creek and Milwood) to the lowest responsive bidder Alpha Paving Industries, LLC. and authorizing execution of the agreement.

Background

The Purchasing Department solicited bids for Cul-De-Sac Fog Seal 2021 (Chandler Creek and Milwood). Two (2) suppliers participated with one (1) supplier submitting a response. A review of the bid was conducted by the Road & Bridge Department and it was determined that Alpha Paving Industries LLC did submit the lowest responsive bid. Total contracted amount will be $325,476.00. Department point of contact is Kon Kwan. Funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

award letter

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/08/2021 09:22 AM
County Judge Exec Asst.	Andrea Schiele	04/08/2021 09:30 AM
Form Started By: Andrew Portillo		Started On: 04/07/2021 03:43 PM
Final Approval Date: 04/08/2021		

WILLIAMSON COUNTY
1848

April 6, 2021

Ms. Joy Simonton
Director/Purchasing Agent
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for T3332 – Spring 2021 Fog Seal (Chandler Creek and Milwood)

Below is the bid tabulation for the subject-referenced project. The bid has been reviewed and the apparent overall best value for the IFB T3332 – Spring 2021 Fog Seal (Chandler Creek and Milwood). The bid (Alpha Paving Industries LLC) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid total:

1. Alpha Paving Industries LLC - $325,476.00

The Contractor's base bid is $9,963.00 above the Engineer's Estimate, a cost increase of 1.03%.

In addition to meeting the bid qualifications subject to being overall best value bidder, Alpha Paving Industries LLC has performed similar work on other projects and received positive references from those contacted. Based on the bid of $325,476.00 and the passed favorable experience with the bidder, I recommend to the Williamson County Commissioners' Court that they award Alpha Paving Industries LLC the contract for the Spring 2021 Fog Seal (Chandler Creek and Milwood) project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer
Williamson County

Agreement for Construction Services

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB **Solicitation #** T3332, Spring 2021 Fog Seal (Chandler Creek and Millwood)**; including the specifications set forth therein, which is incorporated herein as if copied in full.**

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Three hundred twenty five thousand four hundred seventy six and zero cents. ($325,476.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB **Solicitation #** T3332**, including the specifications set forth therein, which is incorporated herein as if copied in full.**

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. 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 terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before** TBD; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of Two Hundred Dollars per day ($200/day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

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

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

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

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

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

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

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

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

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

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the 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 the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. 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.

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

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "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 Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

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

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, 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 Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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

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

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

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

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to 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.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. 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.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that 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.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement 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 this Agreement.

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

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

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

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: Bill Gravell, Jr.

Title: County Judge

Date: ____ / ____ /2021

CONTRACTOR:

By: Andrew Kim

Printed Name: Andrew Kim

Title: President

Date: April / 7 /2021

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

John Ross Schnelting
PO Box 6565
Round Rock, TX
78683
Phone 512-810-6033
Fax 512-677-9002

Commissioners Court - Regular Session **19.**

Meeting Date: 04/13/2021

Temporary Construction Easement for vegetation clearing on CR 221

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a temporary construction easement with Gauntlet Holdings, LLC for vegetation clearing on CR 221.

Background

Removal of vegetation in this area will reduce long-term maintenance needs and costs on CR 221.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCE- CR 221

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 09:17 AM
Form Started By: Kelly Murphy		Started On: 04/08/2021 08:48 AM
Final Approval Date: 04/08/2021		

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Gauntlet Holdings, LLC, Parcel No. R586099, hereafter referred to as Grantor(s), whether one or more, in consideration of Five Dollars ($5.00) and other good and valuable consideration paid by Director of Road and Bridge, or designee, the receipt of which is hereby acknowledged, does hereby grant to Williamson County, its agents, contractors, successors and assigns (referred to as "County"), a temporary construction easement (TCE) for the purpose of clearing vegetation, tree or plant therewith, in, along, upon and across the property as necessary to carry out the purposes of this TCE. The clearing on the property shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements of restrictions as shown on Exhibit "A".

The parties agree further as follows:

Following completion of work within the TCE area described in Exhibit "A", County shall place the cleared vegetation debris on the Grantor's property adjacent to the TCE. It is the responsibility of the Grantor(s) to haul off or burn the cleared vegetation debris in accordance with local laws and regulations.

This TCE shall be in full force and effect at all times during the accomplishment and completion of the clearing activities described above. This TCE shall terminate and the easement rights shall revert to and become the responsibility of the Grantor(s), Grantor's successors, and assigns, all interest conveyed shall terminate twelve months after the beginning of the clearing work upon the property, or on the date of completion of clearing, whichever occurs first.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 11 day of March, 2021.

Kimberly Erler

By: _____

Its: CEO & PRESIDENT

Acknowledgment

State of Texas §
§
County of Williamson §

This instrument was acknowledged before me on this the 11 day of March, 2021 by Kimberly Erler, in the capacity and for the purposes and consideration recited herein.

Kimberly Erler
Notary Public, State of Texas

KIMBERLY ERLER
Notary ID #130465619
My Commission Expires
December 10, 2023

WILLIAMSON COUNTY | Exhibit "A"





Legend

Address
- Address

Road & Bridge Roads
- Wilco Roads
  - WILLIAMSON MAINTAINED

Streets
- Streets

Development Boundaries
- WCAD Parcels

Hydrology
- Lake24k NHD

Notes

0 250 500 ft

1:2257

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

3/9/2021 11:36:25 AM

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Commissioners Court - Regular Session **20.**

Meeting Date: 04/13/2021

Preliminary plat for the Schwertner Ranch Phase 3 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 preliminary plat for the Schwertner Ranch Phase 3 subdivision – Precinct 3.

Background

This proposed subdivision consists of 133 lots and 4,702 feet of new public roads on 64.07 acres.

Timeline

2020-03-23 – initial submittal of the preliminary plat
2020-04-22 – 1st review complete with comments
2020-10-29 – 2nd submittal of preliminary plat
2020-11-13 – 2nd review complete with comments
2021-02-26 – 3rd submittal of preliminary plat
2021-03-08 – 3rd review complete with comments
2021-03-29 – 4th submittal of preliminary plat
2021-04-02 – 4th review complete with minor comments
2021-04-02 – 5th submittal of preliminary plat
2021-04-07 – 5th review complete with comments cleared
2021-04-08 – preliminary plat placed on the April 13, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preliminary Plat - Schwertner Ranch Phase 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 11:59 AM
Form Started By: Adam Boatright		Started On: 04/01/2021 10:57 AM
Final Approval Date: 04/08/2021		

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	158.45'	99.99'	S 12°24'58" E	181°34'18"
C2	50.00'	155.71'	99.99'	N 12°24'58" W	178°25'42"
C3	180.00'	47.20'	47.06'	S 84°18'36" W	15°01'25"
C4	180.00'	72.88'	72.39'	S 80°13'19" W	23°11'59"
C5	180.00'	239.29'	222.06'	S 59°27'46" E	76°10'11"
C6	50.00'	78.54'	70.71'	S 23°37'20" W	90°00'00"
C7	180.00'	91.02'	90.05'	S 83°06'28" W	28°58'16"
C8	180.00'	18.13'	18.12'	S 85°17'33" E	5°46'17"
C9	200.00'	52.44'	52.29'	N 84°18'36" E	15°01'25"
C10	60.00'	50.37'	48.91'	S 75°19'42" E	48°06'08"
C11	60.00'	68.14'	64.54'	S 18°44'32" E	65°04'11"
C12	65.50'	48.79'	47.67'	N 12°19'09" E	42°40'34"
C13	101.50'	160.63'	144.39'	N 11°40'51" W	90°40'33"
C14	90.50'	49.62'	49.00'	N 28°54'35" W	31°24'57"
C15	65.50'	51.37'	50.06'	N 31°29'10" W	44°56'04"
C16	101.50'	149.81'	136.58'	N 11°40'09" W	84°34'06"
C17	65.50'	50.09'	48.88'	N 08°42'24" E	43°49'01"
C18	15.00'	23.56'	21.21'	N 58°12'07" W	90°00'00"
C19	205.00'	41.49'	41.42'	S 82°35'47" W	11°35'48"
C20	205.00'	12.26'	12.26'	N 89°53'30" W	3°25'37"
C21	155.00'	3.10'	3.10'	S 88°45'03" E	1°08'43"
C22	155.00'	59.66'	59.30'	S 79°38'58" W	22°03'16"
C23	15.00'	23.56'	21.21'	S 23°37'20" W	90°00'00"
C24	155.00'	69.26'	68.69'	S 34°10'44" E	25°36'08"
C25	155.00'	133.23'	129.17'	S 71°36'16" E	49°14'55"
C26	155.00'	3.57'	3.57'	S 83°06'43" W	1°19'08"
C27	15.00'	15.12'	14.49'	N 53°34'04" E	57°46'09"
C28	60.00'	33.48'	33.05'	N 40°40'14" E	31°58'29"
C29	60.00'	44.10'	43.12'	N 77°42'57" E	42°06'56"
C30	60.00'	35.82'	35.29'	S 64°07'19" E	34°12'33"
C31	60.00'	35.82'	35.29'	S 29°54'45" E	34°12'33"
C32	60.00'	35.82'	35.29'	S 04°17'48" W	34°12'33"
C33	60.00'	45.94'	44.83'	S 43°20'17" W	43°52'25"
C34	60.00'	60.24'	57.74'	N 85°57'39" W	57°31'43"
C35	60.00'	18.24'	18.17'	N 48°29'15" W	17°25'04"
C36	15.00'	15.12'	14.49'	N 68°39'47" W	57°46'09"
C37	205.00'	12.59'	12.59'	S 84°12'43" W	3°31'10"
C38	205.00'	44.65'	44.57'	N 87°47'17" W	12°28'49"
C39	205.00'	44.65'	44.57'	N 75°18'28" W	12°28'49"
C40	205.00'	44.65'	44.57'	N 62°49'39" W	12°28'49"
C41	205.00'	44.65'	44.57'	N 50°20'50" W	12°28'49"
C42	205.00'	44.65'	44.57'	N 37°52'01" W	12°28'49"
C43	205.00'	36.67'	36.62'	S 26°30'09" E	10°14'56"
C44	15.00'	23.56'	21.21'	S 66°22'40" E	90°00'00"
C45	205.00'	42.46'	42.39'	N 74°33'22" E	11°52'04"
C46	205.00'	40.54'	40.48'	S 86°09'21" W	11°19'55"
C47	155.00'	40.64'	40.53'	N 84°18'36" E	15°01'25"
C48	15.00'	23.56'	21.21'	N 31°47'53" E	90°00'00"
C49	15.00'	23.56'	21.21'	N 58°12'07" W	90°00'00"
C50	225.00'	33.65'	33.62'	S 81°04'59" W	8°34'12"
C51	225.00'	25.34'	25.33'	S 88°35'42" W	6°27'13"
C52	205.00'	8.00'	8.00'	N 87°03'37" W	2°14'10"
C53	205.00'	12.65'	12.65'	N 84°10'28" W	3°32'07"
C54	155.00'	78.37'	77.54'	N 83°06'28" E	28°58'16"
C55	25.00'	39.27'	35.36'	S 23°37'20" W	90°00'00"
C56	15.00'	13.62'	13.16'	N 47°23'17" W	52°01'12"
C57	50.00'	29.63'	29.20'	S 56°25'08" E	33°57'30"
C58	50.00'	39.34'	38.33'	S 16°54'07" E	45°04'32"
C59	50.00'	33.98'	33.33'	N 25°06'25" E	38°56'33"
C60	50.00'	40.78'	39.66'	N 67°56'33" E	46°43'43"
C61	50.00'	25.60'	25.32'	S 74°01'32" E	29°20'08"
C62	15.00'	13.62'	13.16'	S 85°22'06" E	52°01'13"
C63	205.00'	17.20'	17.20'	N 71°01'33" E	4°48'27"
C64	205.00'	44.65'	44.57'	N 79°40'11" E	12°28'49"
C65	205.00'	41.80'	41.73'	S 88°14'54" E	11°41'00"
C66	155.00'	15.61'	15.61'	S 85°17'33" E	5°46'17"
C67	175.00'	45.89'	45.76'	N 84°18'36" E	15°01'25"
C75	15.00'	13.62'	13.16'	N 12°48'29" E	52°01'12"
C76	15.00'	22.56'	20.49'	S 56°17'27" E	86°10'38"
C77	60.00'	111.05'	95.87'	N 46°21'22" W	106°02'48"
C78	60.00'	43.29'	42.35'	N 27°20'04" E	41°20'05"
C79	60.00'	35.82'	35.29'	N 65°06'23" E	34°12'33"
C80	60.00'	35.82'	35.29'	S 80°41'03" E	34°12'33"
C81	60.00'	35.82'	35.29'	S 46°28'30" E	34°12'33"
C82	60.00'	16.93'	16.88'	S 21°17'10" E	16°10'07"
C83	25.00'	39.27'	35.36'	S 58°12'07" E	90°00'00"
C84	15.00'	23.56'	21.21'	S 31°47'53" W	90°00'00"
C85	50.00'	169.33'	99.25'	N 58°12'07" W	194°02'25"
C86	15.00'	13.62'	13.16'	S 50°47'17" W	52°01'12"
C87	50.00'	78.54'	70.71'	N 58°12'07" W	90°00'00"

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BELL §

We, WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128, sole owner of the certain 64.07 ACRES tract of land shown hereon and described in a deed recorded in Document # 2019092046, 09/27/2019 of the Official Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide, said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as SCHWERTNER RANCH PHASE III.

TO CERTIFY WHICH, WITNESS by my hand this ____day of _____, 20___.

WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128,
a Texas Series Limited Liability Company

By: _____
Bruce Whitis, President

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BELL

This instrument was acknowledged before me on _____, by Bruce Whitis, in his capacity as President of WBW Single Development Group, LLC—Series 128, a separate series of WBW Single Development Group, LLC, a Texas series limited liability Company, on behalf of said series.

_____
Notary Public, State of Texas

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BELL

I, Mike W. Kriegel, Registered Professional Land Surveyor in the State of Texas, do hereby certify that to the best of my knowledge and belief, this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the subdivision regulations of the Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Killeen, Bell County, Texas, this____ day of 20__.

_____
MIKE W. KRIEGEL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4330

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

I, Keith A. Caldwell, am authorized under the laws of the State of Texas to practice the profession of engineering and hereby certify that to the best of my knowledge and belief, this plat complies with the applicable ordinance of Williamson County, Texas and that portions of this subdivision are contained within the 100 year flood plain as identified on the Federal Emergency Management Agency flood insurance rate map, community panel number 48491C0150F, dated December 20, 2019 for Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Killeen, Bell County, Texas, this___ day of _____, 20__.

_____
KEITH A. CALDWELL
REGISTERED PROFESSIONAL
ENGINEER NO. 101956

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF KEITH A. CALDWELL, P.E. 101956 ON 04/02/2021. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

Notes:

1. Residential driveways are to be located no closer to the corner of intersecting rights of way than 60 percent of the parcel frontage or 50 feet, whichever is less.
2. The bearings recited hereon are grid bearings derived from GPS observations based on the Texas State Plane Coordinate System, NAD1983 (2011) datum, Texas Central Zone No. 4203. All distances are horizontal ground distances. The average Combined Correction Factor (CCF) is 0.9998522. Grid distance = Ground Distance x CCF. Permanent iron rods set for corner are 1/2 inch iron rods with cap marked "YALGO 6200", unless otherwise noted herein. All coordinates can be referenced to a benchmark described as cotton spindle set in the north margin of County Road 313, bearing N 68° 32' 31" W, 492.74 feet from the most southerly corner of this tract. Observed GPS coordinates for said "X" in concrete benchmark are N=10269021.77, E=3160972.32 Z=820.52' (NAVD88-Geoid12A).
3. 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.
4. A de facto certificate of compliance is hereby issued for all lots within this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.
5. No buildings, fences, landscaping or other structures and / or obstructions which impede flow are permitted within the drainage easements shown.
6. Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by regulatory authorities.
7. All easements on private property shall be maintained by the property owner or their assigns.
8. This subdivision is not located within the contributing zone of the Edwards Aquifer.
9. Building setback lines shall be in accordance with setbacks shown hereon, applicable owner restrictions recorded in county records or applicable ordinances.
10. No structure or improvement on any lot in this subdivision shall be occupied until connected to a water supply system approved by the Texas Commission on Environmental Quality.
11. No structure or improvement on any lot in this subdivision shall be occupied until connected to a wastewater collection system approved by the Texas Commission on Environmental Quality.
12. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
13. Water and wastewater systems serving this subdivision shall be designed and installed in accordance with the design and construction standards of the Texas Commission on Environmental Quality or Williamson County. Plans and specifications shall be submitted to TCEQ and other agencies as appropriate at the time such plans are prepared.
14. All streets are to be dedicated for public use.
15. Driveway access to lots within this subdivision from side streets is prohibited.
16. Improvements within the county road right-of-way including, but not limited to, landscaping, irrigation, lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson County.
17. This subdivision is subject to storm-water management controls as required by Williamson County subdivision regulations, section B11.1, on new development that would evoke such controls beyond existing conditions
18. 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 homeowners association shall have assessment authority to insure the proper funding for the maintenance.
19. In approving this plat by the Commissioner's 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 Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
20. Tracts A, B, and C shall be owned and maintained by the Home Owners Association and will contain a blanket drainage easement.
21. Storm water runoff must flow directly from all adjacent upstream lots to the downstream lots, without impediment or diversion to other lots and this restriction constitutes an easement in favor of the upstream lots for the same. The homebuilder/property owner must ensure that drainage for each individual lot allow storm water to pass from upstream lots to the downstream lots without impediment. This restriction is to be enforced by the HOA/The Village at Schwertner Ranch Residential Community, Inc. pursuant to Sec. 2.14 of the Declaration of Covenants, Conditional and Restrictions recorded in Doc # 2020088555.
22. Any future subdivision connection to this phase of Schwertner Ranch must contain an additional connection to a public road that is adequately sized to accommodate the anticipated ADT created by the future subdivision. Future subdivision connections shall be via Wyatt Way and may not exceed 1,000 ADT.
23. The roundabout is located in the right-of-way and shall be owned by Williamson County and maintained by the Home Owners Association.
24. All sidewalks within this subdivision are to be maintained by each of the adjacent property owners.

PRELIMINARY PLAT OF SCHWERTNER RANCH PHASE III

BEING PART OF THE G. Schneider Survey, Abstract No. 580
WILLIAMSON COUNTY, TEXAS

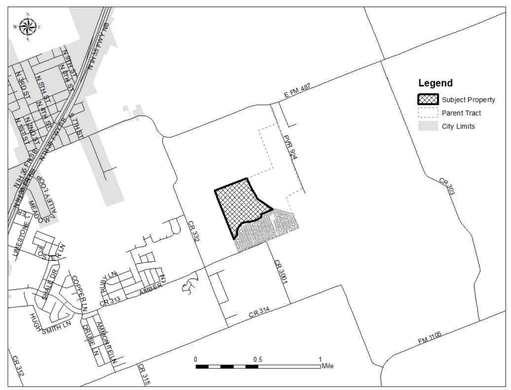
Portions of this tract are shown to be within a Special Flood Hazard Area per FEMA's Flood Insurance Rate Map (FIRM) Panel for Bell County, Texas Dated December 20, 2019, panel numbers 48491C0150F. The Surveyor does not certify as to the accuracy or inaccuracy of said information and does not warrant, or imply, that structures placed within the Special Flood Hazard Areas shown hereon, or any of the platted areas, will be free from flooding or flood damage.

Road Table

Name	Design Speed (mph)	Length (ft)	ROW Width (ft)	Pavement Width (ft)	Classification	Designation	Type
Anconia Court	25	411	50	30	Local	Public	Urban
Rearden Boulevard	35	735	60	37	Collector	Public	Urban
Rearden Boulevard	35	463	110	37	Collector	Public	Urban
Willers Way	25	816	50	30	Local	Public	Urban
Wyatt Way	25	2277	50	30	Local	Public	Urban

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 88°10'42" E	22.14'
L2	N 76°47'53" E	21.70'
L3	N 21°22'40" W	14.27'
L4	S 82°24'24" E	3.20'
L5	S 88°10'42" E	4.61'
L6	S 24°43'30" E	38.05'



LOCATION MAP
N.T.S

LEGEND

AE	PEDESTRIAN ACCESS EASEMENT
BM	BENCHMARK
DA	DRAINAGE AREA
DE	DRAINAGE EASEMENT
ELEV	ELEVATION
NTS	NOT TO SCALE
NO	NUMBER
POB	POINT OF BEGINNING
RE	REFERENCE
REV	REVISION
TBM	TEMPORARY BENCH MARK
TYP	TYPICAL
OHE	OVERHEAD OR UNDERGROUND EASEMENT
UE	UTILITY EASEMENT
WWE	WATER AND WASTEWATER EASEMENT
FWLE	FENCE WALL AND LANDSCAPE EASEMENT
BFE	BASE FLOOD ELEVATION
FFE	FINISHED FLOOR ELEVATION
FE	FENCE EASEMENT
	½" IRON ROD FOUND
	½" IRON ROD
	CHANGE IN BEARING
NO. # EL. ###	BENCHMARK
	LOTS WITH MINIMUM FFE (SEE BFE/FFE TABLE)

REV.	DESCRIPTION	DATE	BY
5	UPDATED ROADWAY TABLE	04/02/2021	NMP
4	UPDATED NOTES 22-24 AND SURVEYOR INFORMATION	03/29/2021	NMP
3	MOVED UTILITIES TO SEPARATE SHEETS	02/26/2021	NMP
2	REVISED TO INCLUDE ONLY PHASE III	10/29/2020	NMP
1	ORIGINAL RELEASE	03/06/2020	DMM

PROJECT NUMBER: SW03	CLIENT NAME:
CHECKED BY: NMP	WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128
APPROVED BY: KAC	CLIENT LOCATION: KILLEEN, TX
AUTHORIZED BY: WBW	

PROJECT INFORMATION

TOTAL SIZE: 64.07 ACRES
TOTAL BLOCKS: 3
TOTAL LOTS: 133
TOTAL TRACTS: 3

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing
S 61°37'56" E, 762.55 feet from the most southerly corner of this tract:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

PRELIMINARY PLAT OF
SCHWERTNER RANCH PHASE III
WILLIAMSON COUNTY, TEXAS

OWNER INFORMATION

WBW SINGLE DEVELOPMENT GROUP LLC-SERIES 128
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543
254-953-5353
dpeter@wbdevelopment.com

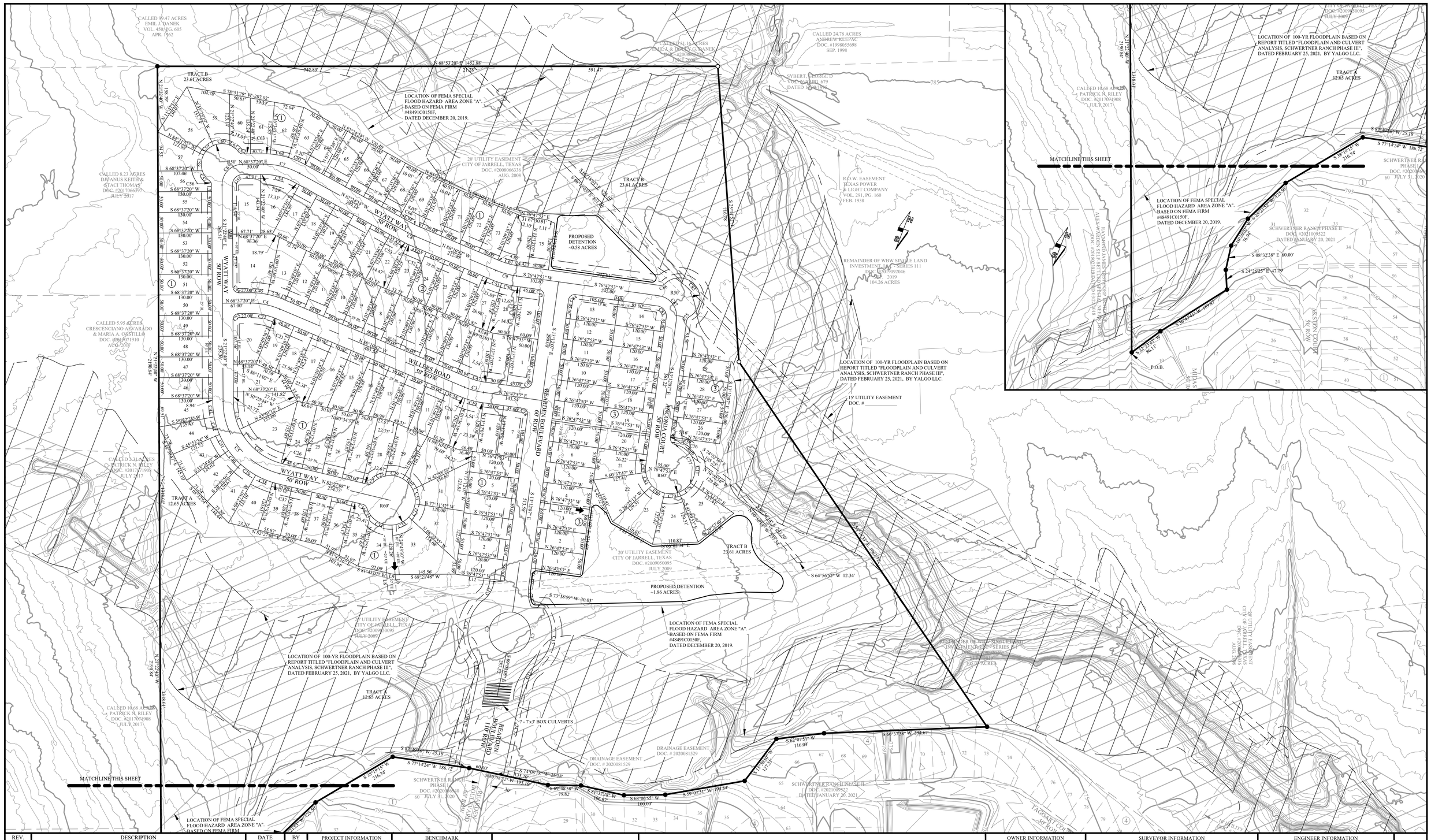
SURVEYOR INFORMATION

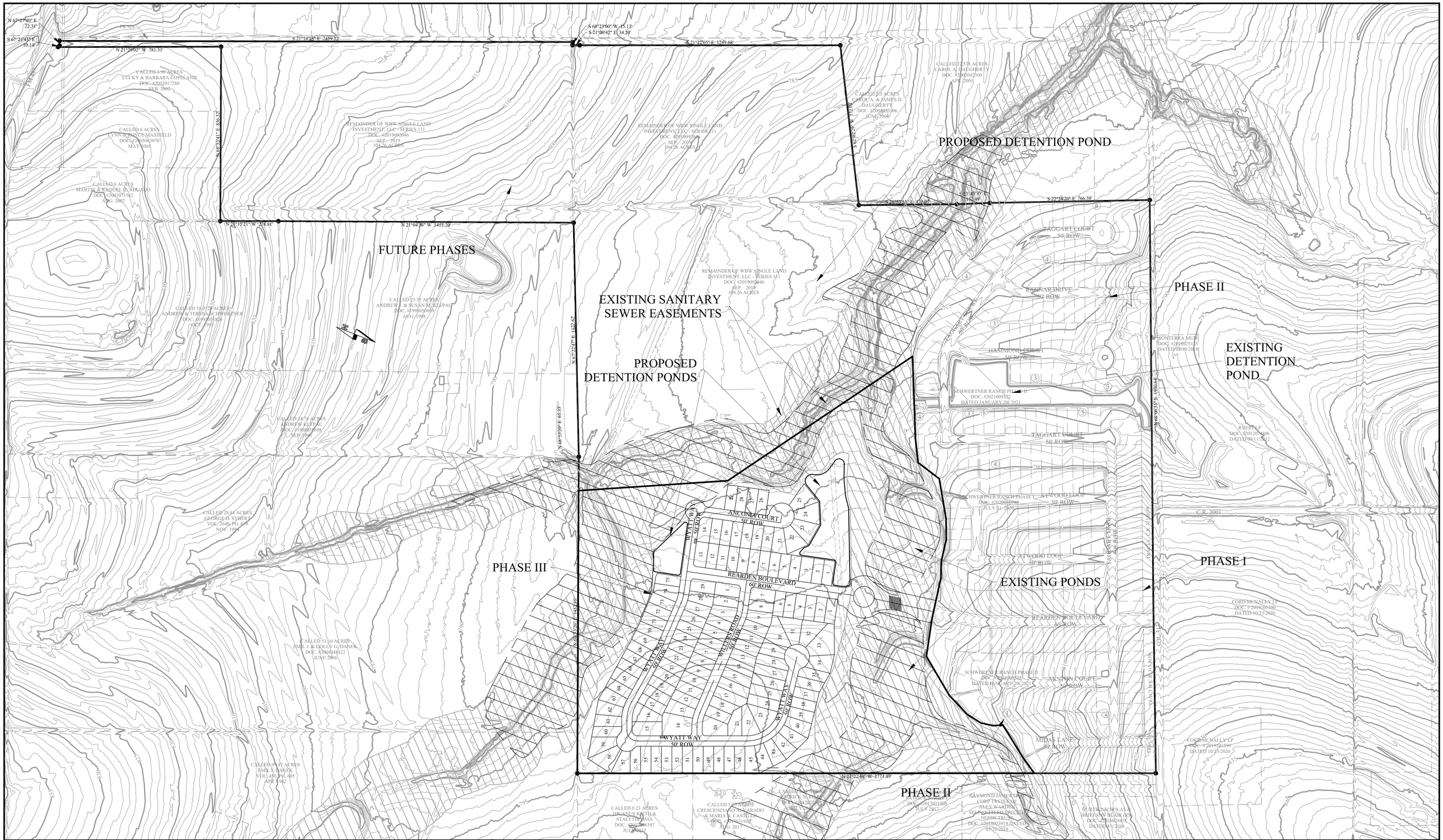
MITCHELL & ASSOCIATES, INC.
MIKE W. KRIEGEL, R.P.L.S. NO. 4330
102 N. COLLEGE
KILLEEN, TEXAS 76541
PHONE: (254) 634-5541
FAX: (254) 634-2141
T. B. P. L. S. FIRM REGISTRATION NO. 100204-00

ENGINEER INFORMATION

Yalgo, LLC
KEITH A. CALDWELL
P.E. NO. 101956
3000 Illinois Ave., Suite 100
Killeen, TX 76543
PH (254) 953-5353
FX (254) 953-5057
keith@yalgoengineering.com
Texas Registered Engineering Firm F-10264

SHEET 1 OF 5


TRACT B
23.61 ACRES
TRACT A
12.65 ACRES
LOCATION OF FEMA SPECIAL FLOOD HAZARD AREA ZONE "A". BASED ON FEMA FIRM 48491C0150F, DATED DECEMBER 20, 2019.
LOCATION OF 100-YR FLOODPLAIN BASED ON REPORT TITLED "FLOODPLAIN AND CULVERT ANALYSIS, SCHWERTNER RANCH PHASE III", DATED FEBRUARY 25, 2021, BY YALGO LLC.
PROPOSED DETENTION ~0.58 ACRES
PROPOSED DETENTION ~1.86 ACRES
WYATT WAY 50' ROW
WILBRS ROAD 50' ROW
BRIARDEN BOULEVARD 100' ROW
SECOND COURT 50' ROW
TACHART COURT 50' ROW
MATCHLINE THIS SHEET
P.O.B.
15' UTILITY EASEMENT DOC. #
20' UTILITY EASEMENT CITY OF JARRELL, TEXAS DOC. #2009050095 JULY 2009
R.O.W. EASEMENT TEXAS POWER & LIGHT COMPANY VOL. 291, PG. 160 FEB. 1938
DRAINAGE EASEMENT DOC. # 2020081529
7 - 7'x3' BOX CULVERTS
REMAINDER OF WBW SINGLE LAND INVESTMENT LLC—SERIES 111 DOC. #2019092046 2019 104.26 ACRES
SCHWERTNER RANCH PHASE II DOC. #2021009322 DATED JANUARY 20, 2021
SCHWERTNER RANCH PHASE III DOC. #2020086340 JULY 31, 2020
CALLED 99.47 ACRES EMIL J. DANEK VOL. 450/PG. 605 APR. 1962
CALLED 51.16 ACRES EMIL J. & DORIS O. DANEK DOC. #2008066322 JUNE 2008
CALLED 24.78 ACRES ANDREW KLETZ JR. DOC. #1999055698 SEP. 1998
SYBERT, GEORGE D VOL. 654, PG. 679 DATED 1/4/1956
CALLED 8.23 ACRES DIVANUS KEITH & STACI THOMAS DOC. #2017066397 JULY 2017
CALLED 5.95 ACRES CRESCENCIANO ARVARADO & MARIA A. CASTILLO DOC. #2017071910 AUG. 2017
CALLED 3.33 ACRES PATRICK N. RILEY DOC. #2017071908 JULY 2017
CALLED 10.68 ACRES PATRICK N. RILEY DOC. #2017071908 JULY 2017
N 68°53'20" E 1452.88'
S 68°53'20" W 1452.88'
591.47'
342.89'
N 21°06'40" E 1318.40'
S 21°06'40" W 1318.40'
N 21°32'40" W 2198.84'
S 21°32'40" E 2198.84'
S 21°06'40" E 1316.87'
N 21°06'40" W 1316.87'
S 21°32'40" E 2198.84'
N 21°32'40" W



REV.	DESCRIPTION	DATE	BY
3	MOVED UTILITIES TO SEPARATE SHEETS	02/26/2021	NMP
2	REVISED TO INCLUDE ONLY PHASE III	10/29/2020	NMP
1	ORIGINAL RELEASE	03/06/2020	DMM

PROJECT NUMBER: SW03	CLIENT NAME:
	WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 128
APPROVED BY: KAC	CLIENT LOCATION: KILLEEN, TX
AUTHORIZED BY: WBW	

PROJECT INFORMATION

TOTAL SIZE: 64.07 ACRES
TOTAL BLOCKS: 3
TOTAL LOTS: 133
TOTAL TRACTS: 3

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing
S 61°37'56" E, 762.55 feet from the most southerly corner of this tract:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

GRAPHIC SCALE
0 200' 400' 600'
0 1" 2" 3"
IN FEET

PRELIMINARY PLAT OF SCHWERTNER RANCH PHASE III WILLIAMSON COUNTY, TEXAS

OWNER INFORMATION

WBW SINGLE DEVELOPMENT GROUP LLC-SERIES 128
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543
254-953-5353
dpeter@wbdevelopment.com

SURVEYOR INFORMATION

MITCHELL & ASSOCIATES, INC.
MIKE W. KRIEGEL, R.P.L.S. NO. 4330
102 N. COLLEGE
KILLEEN, TEXAS 76541
PHONE: (254) 634-5541
FAX: (254) 634-2141
T. B. P. L. S. FIRM REGISTRATION NO. 100204-00

ENGINEER INFORMATION

Yalgo, LLC
KEITH A. CALDWELL
P.E. NO. 101956
3000 Illinois Ave., Suite 100
Killeen, TX 76543
PH (254) 953-5353
FX (254) 953-5057
keith@yalgoengineering.com
Texas Registered Engineering Firm F-10264

SHEET 3 OF 5

□□□□□C□MM□□□□□ □ □□ □□□□□□□M□□□□L □ □□□L□□Y □ □□□□ □□□□□□□□□□□□
□Y□□□M □ □□□□□□L C□ □□□□□C□□□ □ □□□□□

1. This water distribution system must be constructed in accordance with the current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D. When conflicts are noted with local standards, the more stringent requirement shall be applied. At a minimum, construction for public water systems must always meet TCEQ's "Rules and Regulations for Public Water Systems."
2. All newly installed pipes and related products must conform to American National Standards Institute (ANSI)/NSF International Standard 61 and must be certified by an organization accredited by ANSI [§290.44(a)(1)].
3. Plastic pipe for use in public water systems must bear the NSF International Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less [§290.44(a)(2)].
4. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply [§290.44(a)(3)].
5. All water line crossings of wastewater mains shall be perpendicular [§290.44(e)(4)(B)].
6. Water transmission and distribution lines shall be installed in accordance with the manufacturer's instructions. However, the top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface [§290.44(a)(4)].
7. The maximum allowable lead content of pipes, pipe fittings, plumbing fittings, and fixtures is 0.25 percent [§290.44(b)].
8. The contractor shall install appropriate air release devices with vent openings to the atmosphere covered with 16-mesh or finer, corrosion resistant screening material or an acceptable equivalent [§290.44(d)(1)].
9. The contractor shall not place the pipe in water or where it can be flooded with water or sewage during its storage or installation [§290.44(f)(1)].
10. When waterlines are laid under any flowing or intermittent stream or semi-permanent body of water the waterline shall be installed in a separate watertight pipe encasement. Valves must be provided on each side of the crossing with facilities to allow the underwater portion of the system to be isolated and tested [§290.44(f)(2)].
11. Pursuant to 30 TAC §290.44(a)(5), the hydrostatic leakage rate shall not exceed the amount allowed or recommended by the most current AWWA formulas for PVC pipe, cast iron and ductile iron pipe. Include the formulas in the notes on the plans.

- The hydrostatic leakage rate for polyvinyl chloride (PVC) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-605 as required in 30 TAC §290.44(a)(5). Please ensure that the formula for this calculation is correct and most current formula is in use;

  Q = (LD√P)/148,000

Where:
- Q = the quantity of makeup water in gallons per hour,
- L = the length of the pipe section being tested, in feet,
- D = the nominal diameter of the pipe in inches, and
- P = the average test pressure during the hydrostatic test in pounds per square inch (psi).

- The hydrostatic leakage rate for ductile iron (DI) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-600 as required in 30 TAC §290.44(a)(5). Please ensure that the formula for this calculation is correct and most current formula is in use;

  L = (SD√P)/148,000

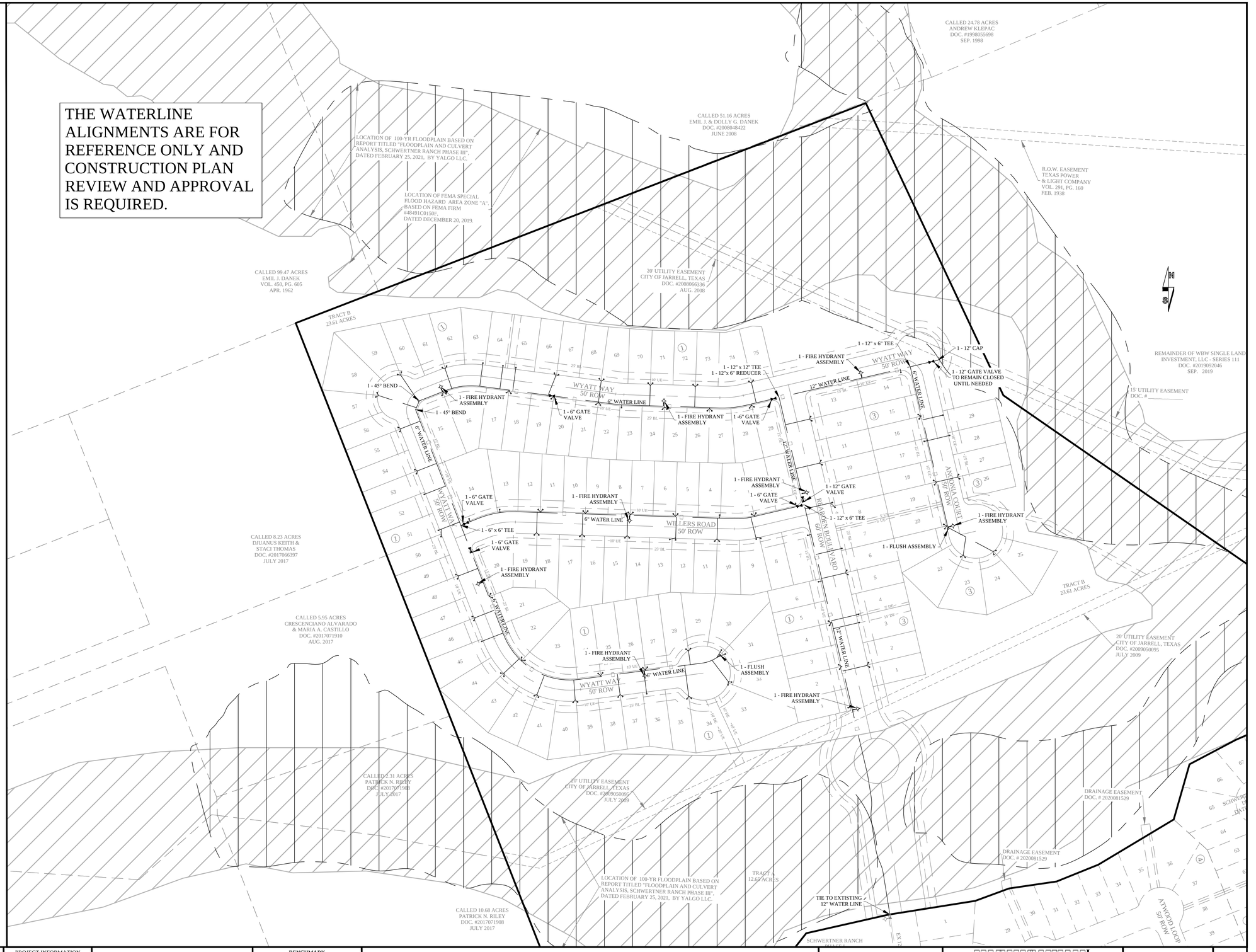
Where:
- L = the quantity of makeup water in gallons per hour,
- S = the length of the pipe section being tested, in feet,
- D = the nominal diameter of the pipe in inches, and
- P = the average test pressure during the hydrostatic test in pounds per square inch (psi).

12. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed waterline and wastewater collection facilities including manholes. If this distance cannot be maintained, the contractor must immediately notify the project engineer for further direction. Separation distances, installation methods, and materials utilized must meet §290.44(e)(1)-(4).
13. The separation distance from a potable waterline to a wastewater main or lateral manhole or cleanout shall be a minimum of nine feet. Where the nine-foot separation distance cannot be achieved, the potable waterline shall be encased in a joint of at least 150 psi pressure class pipe at least 18 feet long and two nominal sizes larger than the new conveyance. The space around the carrier pipe shall be supported at five-foot intervals with spacers or be filled to the springline with washed sand. The encasement pipe shall be centered on the crossing and both ends sealed with cement grout or manufactured sealant [§290.44(e)(5)].
14. Fire hydrants shall not be installed within nine feet vertically or horizontally of any wastewater line, wastewater lateral, or wastewater service line regardless of construction [§290.44(e)(6)].
15. Suction mains to pumping equipment shall not cross wastewater mains, wastewater laterals, or wastewater service lines. Raw water supply lines shall not be installed within five feet of any tile or concrete wastewater main, wastewater lateral, or wastewater service line [§290.44(e)(7)].
16. Waterlines shall not be installed closer than ten feet to septic tank drainfields [§290.44(e)(8)].
17. The contractor shall disinfect the new waterlines in accordance with AWWA Standard C651-14 or most recent, then flush and sample the lines before being placed into service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed waterline will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer [§290.44(f)(3)].
18. Dechlorination of disinfecting water shall be in strict accordance with current AWWA Standard C655-09 or most recent.

GENERAL NOTES:

1. ALL WORK DETAILED ON THESE PLANS SHALL BE CONSTRUCTED TO THE SATISFACTION OF THE DIRECTOR OF PUBLIC WORKS IN ACCORDANCE WITH THE STANDARD CONSTRUCTION SPECIFICATIONS AND REGULATIONS OF THE CITY OF TEMPLE, UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL COMPLY WITH ALL CURRENT O.S.H.A. REQUIREMENTS REGARDING TRENCH SAFETY AND SHORING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DRAFT AND ADHERE TO A TRENCH SAFETY PLAN.
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL T.C.E.Q. RULES AND REGULATIONS IN CHAPTER 290 OF PUBLIC DRINKING WATER IN THE TEXAS ADMINISTRATION CODE, MANUFACTURERS RECOMMENDATIONS AND GENERAL INDUSTRY PRACTICES.
4. THE PROPOSED WATERLINES SHALL BE PVC WATER PIPE AND SHALL MEET THE REQUIREMENTS OF AWWA STANDARD FOR POLYVINYL CHLORIDE (PVC) PRESSURE PIPE FOR WATER, AWWA STANDARD C900, WITH CAST-IRON OUTSIDE DIMENSIONS. THE PIPE WILL BE CLASS 150 (DR-18).
5. ALL WATER MAINS MUST BE 42" BELOW FINISHED GRADE.
6. ALL WATER LINES SHOWN ARE PROPOSED UNLESS OTHERWISE NOTED.

THE WATERLINE ALIGNMENTS ARE FOR REFERENCE ONLY AND CONSTRUCTION PLAN REVIEW AND APPROVAL IS REQUIRED.



REV.	DESCRIPTION	DATE	BY
1	ORIGINAL RELEASE	2/25/2021	NMP

PROJECT NUMBER: SW03	CLIENT NAME: WBW Single Development Group, LLC—Series 128
CHECKED BY: NMP	CLIENT LOCATION: KILLEEN, TX
APPROVED BY: KAC	
AUTHORIZED BY: WBW	

PRINTED ON April 2, 2021

PROJECT INFORMATION

TOTAL SIZE: 64.07 ACRES
TOTAL BLOCKS: 3
TOTAL LOTS: 133
TOTAL TRACTS: 3

GRAPHIC SCALE

0 100' 200' 300'
0 1" 2" 3"
IN FEET

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing
S 61°37'56" E, 762.55 feet from the most southerly corner of this tract:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

WATER LAYOUT
SCHWERTNER RANCH PHASE III
WILLIAMSON COUNTY, TEXAS

□□□□□□□□□□□□□□□L

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF KEITH A. CALDWELL, P.E. 101956 ON 04/02/2021. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

Yalgo, LLC
3000 Illinois Ave., Suite 100
Killeen, TX 76543
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering Firm F-10264

SHEET 4 OF 5

THE SEWERLINE ALIGNMENTS ARE FOR REFERENCE ONLY AND CONSTRUCTION PLAN REVIEW AND APPROVAL IS REQUIRED.



REV.	DESCRIPTION	DATE	BY
1	ORIGINAL RELEASE	2/25/2021	NMP

PROJECT NUMBER: SW03	CLIENT NAME: WBW Single Development Group, LLC—Series 128
CHECKED BY: NMP	CLIENT LOCATION: KILLEEN, TX
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SEWER LAYOUT
SCHWERTNER RANCH PHASE III
WILLIAMSON COUNTY, TEXAS

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF KEITH A. CALDWELL, P.E. 1019560N 04/02/2021. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

Yalgo, LLC
3000 Illinois Ave., Suite 100
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PH (254) 953-5353
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Commissioners Court - Regular Session **21.**

Meeting Date: 04/13/2021

Preliminary plat for the Boggy Creek Acres subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Boggy Creek Acres subdivision – Precinct 4.

Background

This proposed subdivision consists of 9 lots and no new public roads.

Timeline

2021-02-17 – initial submittal of the preliminary plat
2021-03-19 – 1st review complete with comments
2021-03-24 – 2nd submittal of preliminary plat
2021-04-05 – 2nd review complete with comments
2021-04-07 – 3rd submittal of preliminary plat
2021-04-08 – 3rd review complete with comments cleared
2021-04-08 – preliminary plat placed on the April 13, 2021 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

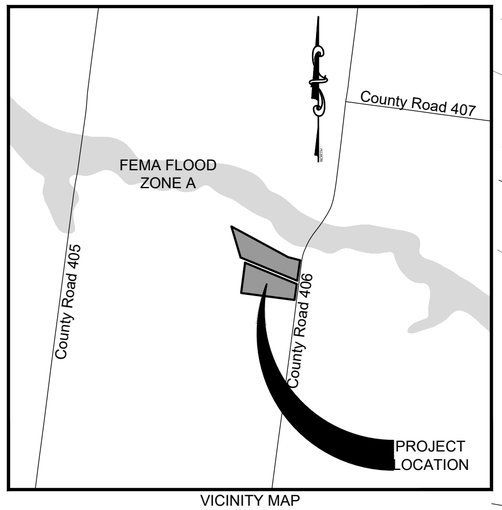
Attachments

preliminary plat - Boggy Creek Acres

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 12:00 PM
Form Started By: Adam Boatright		Started On: 04/01/2021 10:58 AM
Final Approval Date: 04/08/2021		

PRELIMINARY PLAT
OF
BOGGY CREEK ACRES



VICINITY MAP
SCALE: 1"=2,000'

LEGEND

- IRON ROD SET, CAPPED "TLS"
- IRON ROD FOUND

NOTES:
1. LOTS 2, 3, 4 BLOCK A AND LOTS 2, 3 BLOCK B MAY NOT BE FURTHER SUBDIVIDED.
2. THE FOLLOWING EASEMENTS COULD NOT BE IDENTIFIED GRAPHICALLY, BUT MAY APPLY TO THESE PROPERTIES:
   - 2.1. APRIL 1, 1946 TEXAS POWER AND LIGHT - VOL 337 PG 346
   - 2.2. MARCH 23, 1951 TEXAS POWER AND LIGHT - VOL 371 PG 587
   - 2.3. MARCH 9, 1955 TEXAS POWER AND LIGHT - VOL 404 PG 532
   - 2.4. MARCH 31, 1981 SEMINOLE PIPELINE COMPANY - VOL 833 PG 638
   - 2.5. SEPTEMBER 24, 1992 SEMINOLE PIPELINE COMPANY - VOL 2195 PG 725
3. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

OWNER: SCOTT SENTENEY
BOGGY CREEK ACRES, LLC.
100 E. WHITESTONE BLVD. STE 148, #218
CEDAR PARK, TEXAS 78613
PHONE 512.595.1976

SURVEYOR: KENNETH L. CRIDER, RPLS
TEXAS LAND SURVEYING, INC.
3613 WILLIAMS DR. 903
GEORGETOWN, TX 78628
PHONE 512.930.1600

ENGINEER: JENNIFER HENDERSON, PE
HENDERSON PROFESSIONAL ENGINEERS
FIRM F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TEXAS 78681
PHONE 512.350.6228

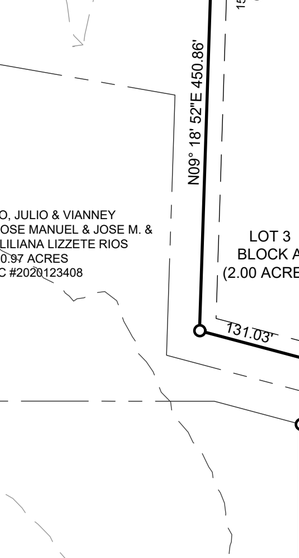
SUBMITTAL DATE: 11/24/2020

ORIGINAL SURVEY: BUFFALO BAYOU, BRAZOS, AND COLORADO RAILROAD COMPANY SURVEY, ABSTRACT NO. 109

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0700F, DATED DECEMBER 12, 2019

NEW STREETS: NO NEW STREETS ARE PLANNED

PROPERTY CURVE TABLE			
CURVE #	LENGTH	RADIUS	CHORD
C1	43.08'	1,144.17'	S08° 34' 10"W 43.08'



INSET #01
SCALE:1"=20'

BARRIGA, ARTURO & ADRIANA & GUADALUPE GARCIA BARRIAG
11.13 ACRES
DOC #2020129965

N=10,156,167.48
E=3,212,391.76

FACUNDO, JESUS & KENIA
11.13 ACRES
DOC #2020131039

PUENTE, HECTOR
10.62 ACRES
DOC #2020122805

DEL TORO, JULIO & VIANNEY & GUERRERO JOSE MANUEL & JOSE M. & OLIVEROS LILIANA LIZZETE RIOS
10.97 ACRES
DOC #2020123408

OLIVAREZ, JUAN PEREZ & MARIA HERNANDEZ DE PEREZ & JUAN CARLOS PEREZ
10.02 ACRES
DOC #2020122215

BOTELLO, DANIEL SERVIN & MARIA GUADALUPE PEREZ HERNANDEZ
10.02 ACRES
DOC #2020121745

STEVEN RAESEZ
(118.94 ACRES)
DOCUMENT NO. 2006060220
O.P.R.W.C.

RINCON, BENJAMIN ALBA
11.13 ACRES
DOC #2020115967

NORMAN ESTATES, LOT 1
CABINET Z, SLIDE 130-131
P.R.W.C.

WAYNE T SVADLENAK & ET AL
49 AC.
DOC #2013117742
P.R.W.C.

THE ROY AND MARY WYNETTE LESSNER TRUST
ROY LESSNER & MARY WYNETTE LESSNER, TRUSTEES
(113.66 ACRES, PROPERTY 8)
DOCUMENT NO. 2018049538
O.P.R.W.C.

N=10,155,061.63
E=3,212,327.46

N=10,154,927.95
E=3,213,343.17

N=10,155,670.63
E=3,213,425.52

APPROX. N26° 07' 33"E 3,161.01' TO NORTHEAST CORNER OF BUFFALO BAYOU, BRAZOS, AND COLORADO RAILROAD COMPANY SURVEY, ABSTRACT NO. 109

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

SCALE: 1"=100'

BLOCK A

LOT 1 BLOCK A (2.00 ACRES)
LOT 2 BLOCK A (2.00 ACRES)
LOT 3 BLOCK A (2.00 ACRES)
LOT 4 BLOCK A (2.00 ACRES)
LOT 5 BLOCK A (2.00 ACRES)

BLOCK B

LOT 1 BLOCK B (2.48 ACRES)
LOT 2 BLOCK B (2.50 ACRES)
LOT 3 BLOCK B (2.50 ACRES)
LOT 4 BLOCK B (2.48 ACRES)

N61° 37' 20"W 924.44'
391.02'
398.39'
S75° 22' 54"E 227.78'
N09° 18' 52"E 450.86'
135.03'
131.03'
N09° 10' 59"E 202.07'
N09° 10' 59"E 203.36'
S64° 50' 04"E 1,015.77'
S64° 50' 04"E 1,017.58'
N64° 50' 04"W 663.17'
S64° 50' 04"E 659.16'
N21° 45' 51"E 142.60'
N07° 48' 42"E 155.08'
N67° 37' 47"W 1,139.54'
358.48'
352.34'
N67° 37' 47"W 680.02'
650.03'
680.02'
S07° 29' 51"W 566.89'
S07° 29' 51"W 207.91'
S07° 29' 51"W 208.05'
283.45'
283.44'
N74° 56' 55"W 1,006.69'
S74° 56' 54"E 663.40'
N74° 56' 55"W 663.14'
340.36'
656.52'
N82° 30' 09"W 1,024.47'
S07° 48' 42"W 342.33'
S07° 54' 31"W 301.88'
S07° 55' 26"W 301.02'
C1
43.08'
126.18'
121.86'
120.54'
30.23'
120.88'
31.43'
20'-0 1/2"
39'-11 1/2" ℄ OF ROAD TO EDGE OF ℄
91'-8" ROW TIE
64'-8" ROW TIE
9'-0 1/4"
6'-3 1/4"
20.64'
16'-7 1/2"
16'-4 1/2" EDGE OF ASPHALT TO PROPERTY LINE
26'-1 1/2" ℄ OF ROAD TO EDGE OF ℄
33'-8" EDGE OF ASPHALT TO PROPERTY LINE
SEE INSET #01

15' P.U.E. (TYP.)
20' P.U.E.
50' BUILDING SETBACK
30'
90'
VARIABLE WIDTH JOINT ACCESS AND PUBLIC UTILITY EASEMENT FOR LOTS 2, 3 AND 4
60' JOINT ACCESS AND PUBLIC UTILITY EASEMENT FOR LOTS 2, 3 AND 4
VARIABLE WIDTH RIGHT-OF-WAY EASEMENT
RIGHT-OF-WAY DEDICATION (0.19 ACRES)

APPROX. 15' ROW EASEMENT MANVILLE WATER SUPPLY CORPORATION DOC. #2009007805

CR-406
R.O.W. VARIES

Henderson Professional Engineers
HPE Civil Engineering
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com
WBE210166 | HUB 1853873845300

Commissioners Court - Regular Session **22.**

Meeting Date: 04/13/2021

Preliminary plat for the Saddleback at Santa Rita Ranch Phase 1 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 preliminary plat for the Saddleback at Santa Rita Ranch Phase 1 subdivision – Precinct 2.

Background

This proposed subdivision consists of 631 single family lots, 1 amenity lot, 5 open space/water quality/drainage/landscape/utility lots, 7 open space/landscape/utility lots and 28,931 feet of new public roads on 170.121 acres.

Timeline

2020-12-23 – initial submittal of the preliminary plat
2021-01-22 – 1st review complete with comments
2021-02-10 – 2nd submittal of preliminary plat
2021-02-25 – 2nd review complete with comments
2021-03-18 – 3rd submittal of preliminary plat
2021-03-24 – 3rd review complete with comments
2021-03-29 – 4th submittal of preliminary plat
2021-04-08 – 4th review complete with comments cleared
2021-04-08 – preliminary plat placed on the April 13, 2021 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Saddleback at Santa Rita Ranch Ph 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 12:00 PM
Form Started By: Adam Boatright		Started On: 04/08/2021 11:29 AM
Final Approval Date: 04/08/2021		

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.

DRAINAGE AND FLOODPLAIN:

4. THE DEVELOPED 100-YR FLOODPLAIN BY ATLAS 14 SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED DECEMBER 23, 2020. THE FEMA 100-YR FLOODPLAIN SHOWN ON THE PRELIMINARY PLAT WAS TAKEN FROM FEMA FIRM No. 48491C 0275E, EFFECTIVE SEPTEMBER 26, 2008.

WATER AND WASTEWATER:

5. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/GEORGETOWN UTILITY SYSTEMS
6. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/CITY OF LIBERTY HILL
7. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT OF WAY:

8. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

TOTAL: 631 SF LOTS

DATE: DECEMBER 23, 2020

OWNER:
SANTA RITA INVESTMENTS, LTD.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

OWNER:
AUSTERRA STABLE GROWTH FUND, LP
10119 LAKE CREEK PARKWAY, SUITE 202
AUSTIN, TEXAS 78729

DEVELOPER:
SANTA RITA INVESTMENTS, LTD.
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

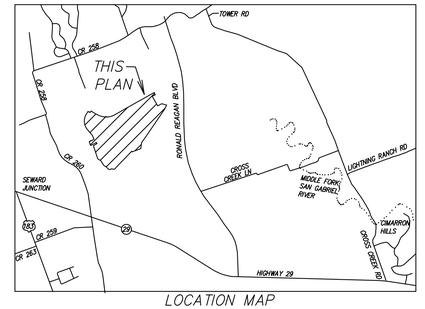
TOTAL ACREAGE: 170.121 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

0 300' 600'

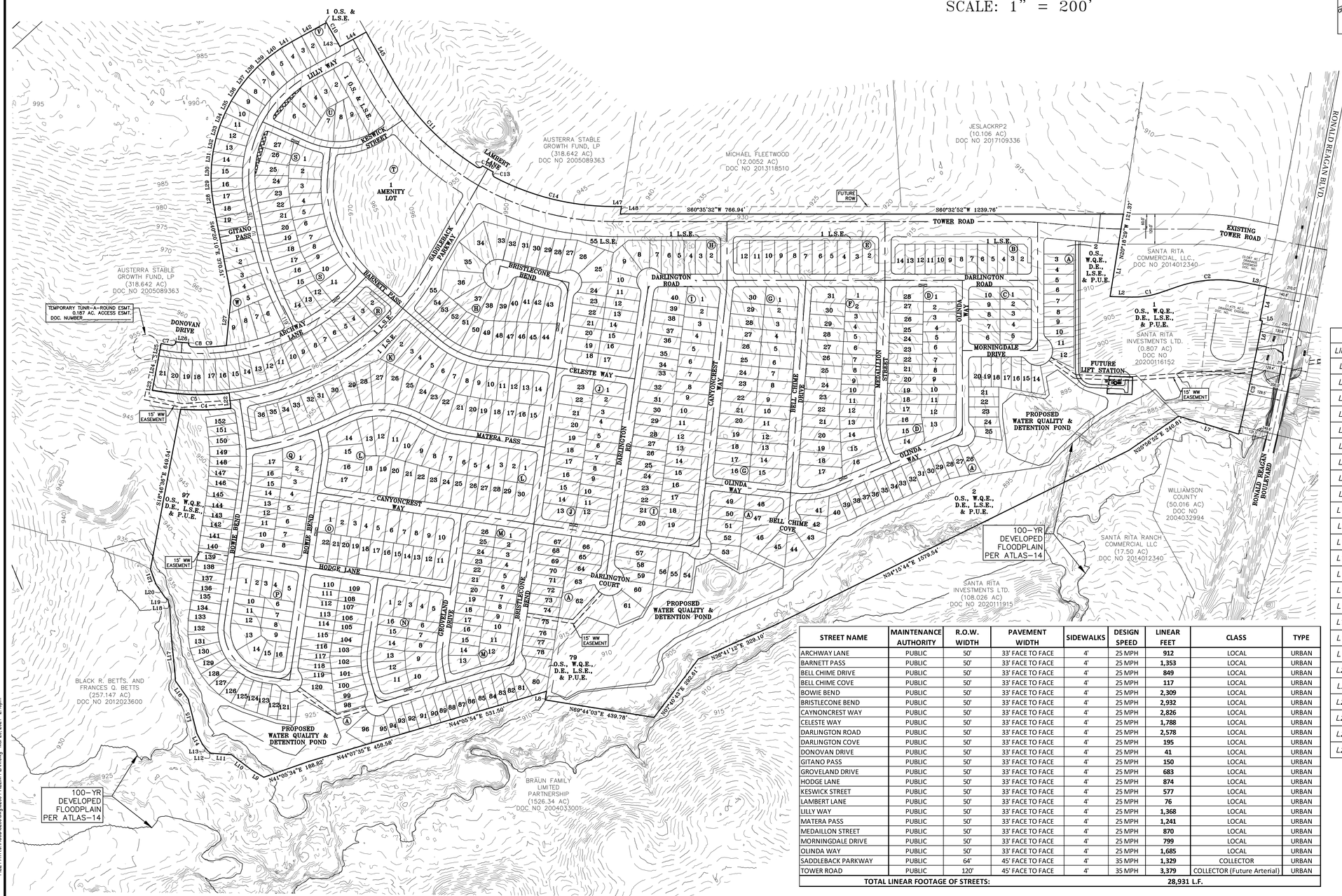
SCALE: 1" = 200'

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK



LOCATION MAP



Curve Table

Curve #	Radius	Tangent	Delta	Chord	Arc Length
C1	300.00'	54.21'	020°29'14"	106.70'	107.27'
C2	503.93'	136.69'	030°21'06"	263.84'	266.95'
C3	8400.00'	168.53'	002°17'55"	336.99'	337.01'
C4	1090.00'	100.68'	010°33'16"	200.51'	200.79'
C5	1030.00'	155.06'	017°07'19"	306.66'	307.80'
C7	15.00'	15.75'	092°46'45"	21.72'	24.29'
C8	15.00'	15.75'	092°46'45"	21.72'	24.29'
C9	840.00'	68.60'	009°20'16"	136.75'	136.90'
C10	3440.00'	42.37'	001°24'41"	84.74'	84.74'
C11	1020.00'	262.13'	028°49'32"	507.77'	513.16'
C12	15.00'	15.65'	092°25'20"	21.66'	24.20'
C13	15.00'	15.81'	092°59'08"	21.76'	24.35'
C14	1020.00'	251.32'	027°40'59"	488.04'	492.82'

LINE TABLE

LINE	BEARING	LENGTH
L1	N20°18'29.15"W	212.06
L2	S61°59'01.89"W	90.14
L3	S71°51'16.16"W	93.78
L4	N18°30'42.56"W	136.32
L5	S71°28'58.79"W	10.03
L6	N18°30'45.19"W	124.68
L7	N77°12'59.65"E	250.46
L8	S20°15'57.39"E	34.59
L9	S88°33'39.85"E	56.67
L10	S82°07'42.29"E	100.69
L11	N64°42'42.71"E	82.79
L12	S83°26'54.09"E	13.21
L13	S69°40'35.09"E	33.73
L14	S56°27'14.19"E	51.09
L15	S43°43'19.85"E	141.67
L16	S64°31'04.23"E	88.32
L17	S35°17'25.14"E	136.30
L18	S44°11'59.14"E	30.26
L19	S79°36'22.64"E	14.13
L20	S64°03'32.19"E	65.25
L21	S49°22'37.81"E	63.48
L22	S35°56'43.53"E	60.00
L23	S18°50'07.29"E	30.00
L24	S18°50'07.29"E	110.02
L25	S18°50'07.29"E	50.00

LINE TABLE

LINE	BEARING	LENGTH
L26	S65°28'45.93"W	50.00
L27	S23°53'13.04"E	197.91
L28	S37°19'20.16"E	53.74
L29	S32°20'16.24"E	53.74
L30	S27°19'47.36"E	53.74
L31	S22°19'18.48"E	53.74
L32	S17°18'49.61"E	53.74
L33	S12°18'20.73"E	53.74
L34	S07°17'51.85"E	53.74
L35	S02°17'22.97"E	53.74
L36	S03°11'25.77"W	63.86
L37	S08°40'14.52"W	53.74
L38	S13°40'43.40"W	53.74
L39	S18°41'12.28"W	53.74
L40	S24°10'01.02"W	63.86
L41	S29°35'00.97"W	52.81
L42	S31°37'39.97"W	157.89
L43	N58°22'53.62"W	25.24
L44	S31°37'06.38"W	120.00
L45	N58°22'53.62"W	193.77
L46	N89°39'15.75"W	50.00
L47	S60°32'51.87"W	31.38
L48	N20°31'20.36"W	29.77

STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASS	TYPE
ARCHWAY LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**912**	LOCAL	URBAN
BARNETT PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,353**	LOCAL	URBAN
BELL CHIME DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**849**	LOCAL	URBAN
BELL CHIME COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**117**	LOCAL	URBAN
BOWIE BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**2,309**	LOCAL	URBAN
BRISTLECONE BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**2,932**	LOCAL	URBAN
CAYNONCREST WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**2,826**	LOCAL	URBAN
CELESTE WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,788**	LOCAL	URBAN
DARLINGTON ROAD	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**2,578**	LOCAL	URBAN
DARLINGTON COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**195**	LOCAL	URBAN
DONOVAN DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**41**	LOCAL	URBAN
GITANO PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**150**	LOCAL	URBAN
GROVELAND DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**683**	LOCAL	URBAN
HODGE LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**874**	LOCAL	URBAN
KESWICK STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**577**	LOCAL	URBAN
LAMBERT LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**76**	LOCAL	URBAN
LILLY WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,368**	LOCAL	URBAN
MATERA PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,241**	LOCAL	URBAN
MEDAILLON STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**870**	LOCAL	URBAN
MORNINGDALE DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**799**	LOCAL	URBAN
OLINDA WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,685**	LOCAL	URBAN
SADDLEBACK PARKWAY	PUBLIC	64'	45' FACE TO FACE	4'	35 MPH	**1,329**	COLLECTOR	URBAN
TOWER ROAD	PUBLIC	120'	45' FACE TO FACE	4'	35 MPH	**3,379**	COLLECTOR (Future Arterial)	URBAN
TOTAL LINEAR FOOTAGE OF STREETS:						**28,931 L.F.**		

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. Austin, Texas 78749
Phone No. (512) 280-5160
North Office
1212 RR 620 N. Suite 300 Austin, Texas 78734
Fax No. (512) 280-5165

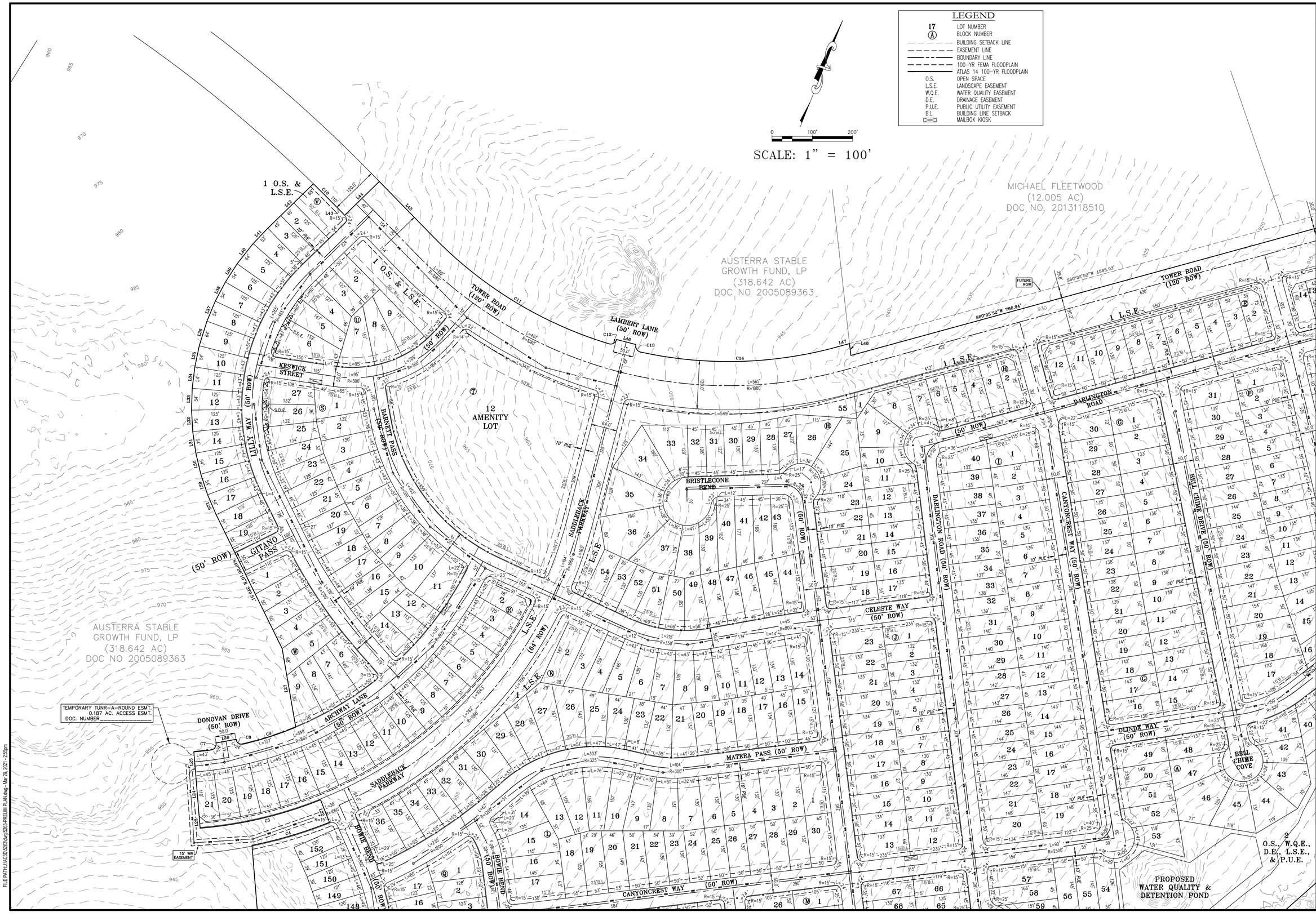
DESIGNED BY: SPC
DRAFTED BY: MB
DATE
REVISION

SHEET NAME: OVERALL PRELIMINARY PLAT
JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 1
PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
PROFESSIONAL LICENSED ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
3-29-2021

DATE: NOV 2020
JOB NUMBER: 5263
SHEET: 1 OF 4
SHEET NO.: 1

FILE PATH: J:\ACD\DS263\dwg\5263-PRELIM PLAN.dwg - Mar 29, 2021 - 2:45pm



DESIGNED BY:	DRAFTED BY:
SPC	MB

DATE	REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749 Phone No. (512) 280-5160
North Office: 12129 RR 620 N. #300, Austin, Texas 78750 Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE (1 OF 3)

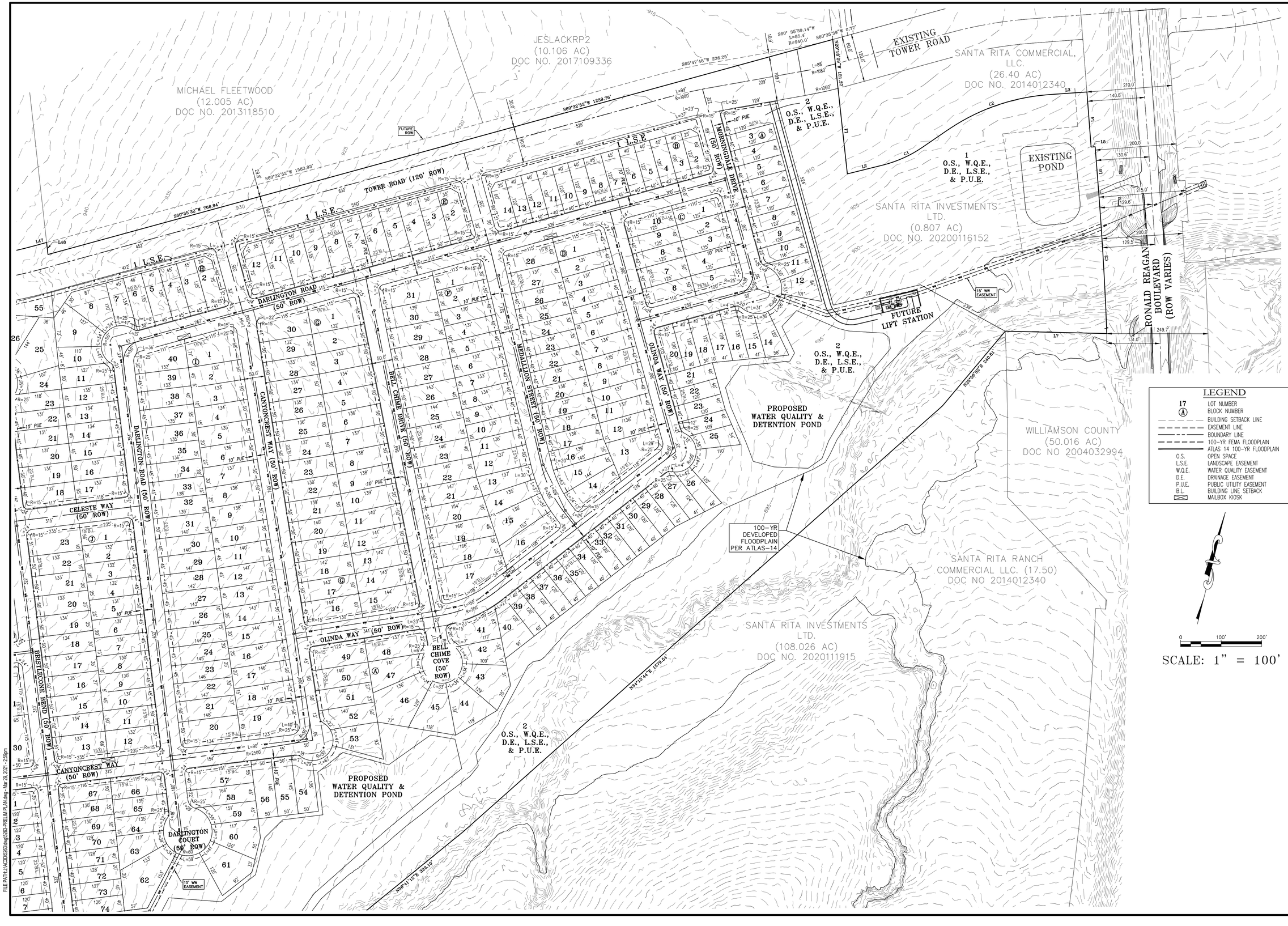
JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 1

PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID F3791
3-29-2021

DATE	NOV 2020
JOB NUMBER	5263
SHEET	2 OF 4
SHEET NO.	2

FILE PATH: J:\ACD\5263\dwg\5263-PRELIM PLAN.dwg - Mar 29, 2021 - 2:55pm



LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

0 100' 200'

SCALE: 1" = 100'

DESIGNED BY: SPC
DRAFTED BY: MB

DATE
REVISION

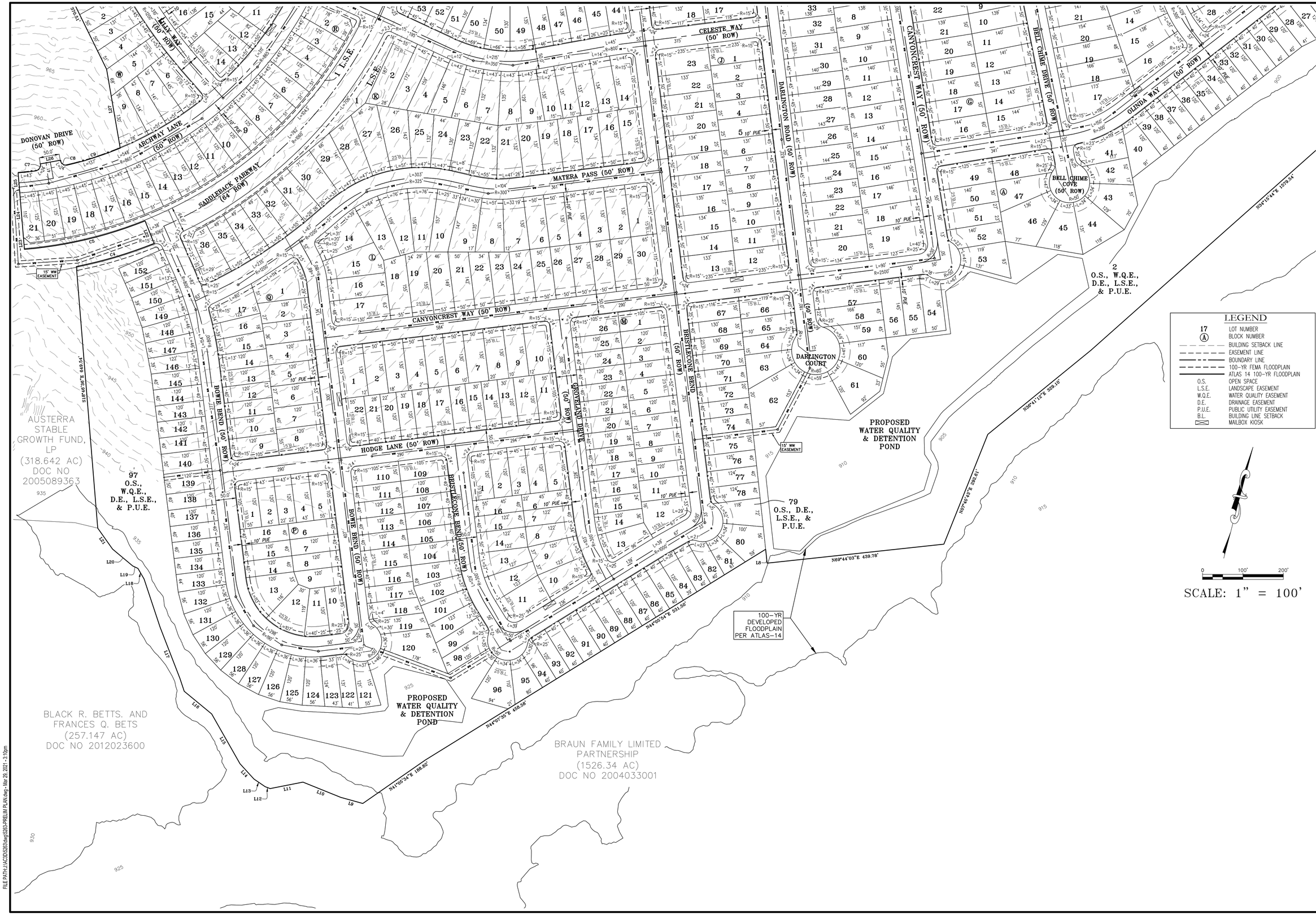
Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. (512) 280-5160 Fax No. (512) 280-5165
Austin, Texas 78749
North Office
12129 Rieger Rd. (830) 625-8700
Austin, Texas 78726

SHEET NAME: PRELIMINARY PLAT 100 SCALE (2 OF 3)
JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 1
PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
3-29-2021

DATE: NOV 2020
JOB NUMBER: 5263
SHEET: 3 OF 4
SHEET NO.: 3

FILE PATH:J:\AC3D\5263\dwg\5263-PRELIM PLAN.dwg - Mar 29, 2021 - 2:59pm



DESIGNED BY: SPC | DRAFTED BY: MB

DATE | REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749
North Office: 121 29 RR 620 N. #200 Austin, Texas 78726
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE (3 OF 3)

JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 1

PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

3-29-2021

DATE: NOV 2020

JOB NUMBER: 5263

SHEET: 4 OF 4

SHEET NO.: 4

FILE PATH:J:\ACD\5263\dwg\5263-PRELIM PLAN.dwg - Mar 29, 2021 - 3:10pm

Commissioners Court - Regular Session **23.**

Meeting Date: 04/13/2021

Final plat for the Star Ranch Apartments subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Star Ranch Apartments subdivision – Precinct 4.

Background

This subdivision consists of 1 lot and no new public roads.

Timeline

2018-08-03 – initial submittal of the final plat
2018-10-02 – 1st review complete with comments
2018-10-23 – 2nd submittal of final plat
2018-12-21 – 2nd review complete with comments
2019-01-11 – 3rd submittal of final plat
2019-02-01 – 3rd review complete with comments
2021-02-11 – 4th submittal of final plat
2021-02-26 – 4th review complete with comments clear
2021-03-28 – final plat singed by the City of Hutto
2021-04-07 – receipt of final plat with all signatures
2021-04-08 – final plat placed on the April 13, 2021 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

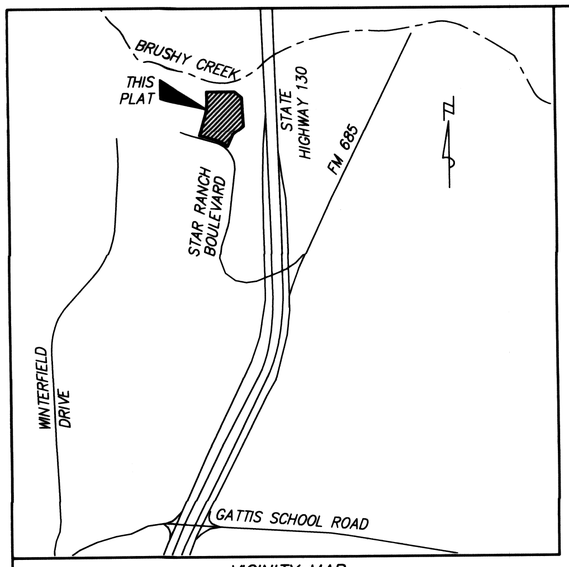
Attachments

final plat - Star Ranch Apartments

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 12:01 PM
Form Started By: Adam Boatright		Started On: 04/08/2021 11:29 AM
Final Approval Date: 04/08/2021		

FINAL PLAT OF
STAR RANCH APARTMENTS
WILLIAMSON COUNTY, TEXAS



VICINITY MAP
SCALE: 1"=2000'

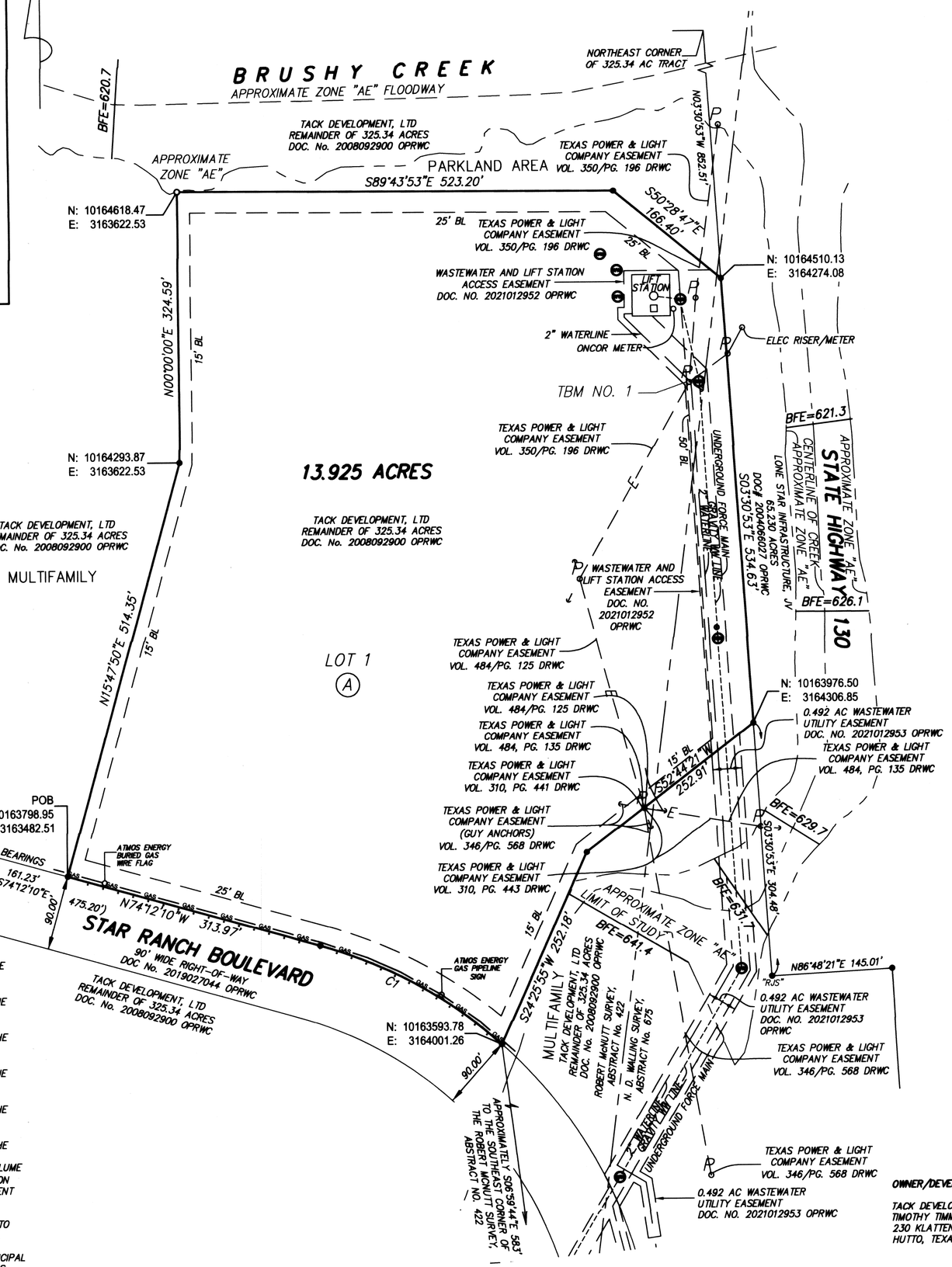
SITE BENCHMARKS:

TBM NO. 1 – COTTON SPINDLE SET IN POWER POLE
EL: 625.18 FEET (NAVD '88)

SCALE: 1"=100'

0 100' 200' 300' 400'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	249.69'	545.00'	26°15'00"	N61°04'40"W	247.51'



LEGEND:

- o = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- ● = FOUND 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- (A) = BLOCK NAME
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCING
- BL = BUILDING SETBACK LINE
- PUE = PUBLIC UTILITY EASEMENT
- · · · = 5' SIDEWALK REQUIRED
- — GAS — = BURIED ATMOS ENERGY GAS PIPELINE
- –E– = CENTERLINE OF ELECTRICAL EASEMENTS
- P = UTILITY POLE
- ● = WATER VALVE
- ● = WASTEWATER MANHOLE
- ✓ = GUY ANCHOR

EASEMENT LIST:

1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY – VOLUME 310/PAGE 441 DRWC – AFFECTS THE SUBJECT PLAT. BLANKET EASEMENT. SHOWN ON PLAT.
2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY – VOLUME 310/PAGE 443 DRWC – AFFECTS THE SUBJECT PLAT. BLANKET EASEMENT. SHOWN ON PLAT.
3. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY – VOLUME 346/PAGE 568 DRWC – AFFECTS THE SUBJECT PLAT. BLANKET EASEMENT. SHOWN ON PLAT.
4. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY – VOLUME 350/PAGE 196 DRWC – AFFECTS THE SUBJECT PLAT. BLANKET EASEMENT. SHOWN ON PLAT.
5. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY – VOLUME 484/PAGE 125 DRWC – AFFECTS THE SUBJECT PLAT. BLANKET EASEMENT. SHOWN ON PLAT.
6. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY – VOLUME 484/PAGE 135 DRWC – AFFECTS THE SUBJECT PLAT. BLANKET EASEMENT. SHOWN ON PLAT.
7. EASEMENT AND RIGHT-OF-WAY TO MANVILLE WATER SUPPLY CORP. – VOLUME 591/PAGE 978 DRWC – MAY AFFECT THE SUBJECT PLAT. NOT DEPICTED ON THE PLAT. BLANKET EASEMENT WITH AN ADDITIONAL 15 FEET WIDE EASEMENT CENTERED ON THE WATER LINE WHERE THE LINE IS CONSTRUCTED. NOT LOCATABLE.
8. 0.8352 ACRE WASTEWATER UTILITY AND LIFT STATION ACCESS EASEMENT TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22 – DOCUMENT NO. 2021012952, OPRWC – AFFECTS THE SUBJECT PLAT. SHOWN ON PLAT.
9. 0.492 ACRE WASTEWATER UTILITY EASEMENT TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22 – DOCUMENT NO. 2021012953, OPRWC – ADJOINS THE SUBJECT PLAT. SHOWN ON PLAT.

PLAT NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACK LINES SHALL CONFORM TO THE APPLICABLE DEVELOPMENT AGREEMENT.
3. A 10' PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
4. A 5' PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
5. A 5' PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
7. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE APPLICABLE DEVELOPMENT AGREEMENT.
8. SIDEWALKS SHALL BE CONSTRUCTED ON THE SUBDIVISION SIDE OF ALL STREETS BOUNDING THIS SUBDIVISION.
9. THIS LOT IS RESTRICTED TO MULTI–FAMILY APARTMENT USE, UNLESS OTHERWISE INDICATED.
10. UTILITY PROVIDERS: WATER AND WASTEWATER – WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22; GAS – ATMOS; AND ELECTRIC – ONCOR.
11. WATER AND WASTEWATER WILL BE AVAILABLE THROUGH THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22 AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22 ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
12. THE MAXIMUM IMPERVIOUS COVER PER THE DRAINAGE REPORT FOR MULTI–FAMILY LOTS IS 60%.
13. THE MINIMUM FINISHED FLOOR SLAB ELEVATIONS SHALL BE A MINIMUM OF 2 FEET ABOVE THE ULTIMATE 100–YEAR FLOODPLAIN.
14. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, GENERAL ACCEPTED ENGINEERING STANDARDS, AND THE DEVELOPMENT AGREEMENT.
15. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN; UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
16. NO PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0515F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
17. THE BASE FLOOD ELEVATIONS (BFE) SHOWN HEREON ARE FROM THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0515F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
18. THIS PLAT LIES WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT No. 22. DEVELOPMENT WITHIN DISTRICT EASEMENTS OR DISTRICT PROPERTY SHALL REQUIRE DISTRICT APPROVAL PRIOR TO CONSTRUCTION.
19. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2003012152 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
20. 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.
21. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
22. 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.
23. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
24. ALL ELEVATIONS SHOWN HEREON ARE BASED ON LEICA'S SMARTNET NORTH AMERICA REFERENCE NETWORK TXGEOID12B–GRS80 (NAVD '88).
25. THE WATER AND WASTEWATER EASEMENT SHOWN HEREON IS HEREBY DEDICATED PER PLAT.
26. DIRECT ACCESS TO THE PROPERTY FROM STATE HIGHWAY 130 IS PROHIBITED. ACCESS TO THE PROPERTY WILL BE BY MEANS OF STAR RANCH BOULEVARD PER DOC. NO. 2019027044, OPRWC.
27. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE WC MUD NO. 22. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.

SURVEYS: ROBERT McNUTT SURVEY, ABSTRACT No. 422
N.D. WALLING SURVEY, ABSTRACT No. 675

DATE: SEPTEMBER 8, 2020 SCALE: 1"=100'

OWNER/DEVELOPER:

TACK DEVELOPMENT, LTD.
TIMOTHY TIMMERMAN, PRESIDENT
230 KLATTENHOFF LANE, SUITE 100
HUTTO, TEXAS 78634

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836–4793 FAX: (512) 836–4817 F–9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836–4793 FAX: (512) 836–4817
F–10015400

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FINAL PLAT OF

STAR RANCH APARTMENTS

WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION:

THAT PART OF THE ROBERT McNUTT SURVEY, ABSTRACT No. 422 AND THE N.D. WALLING SURVEY, ABSTRACT NO. 675, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 325.34 ACRE TRACT OF LAND CONVEYED TO TACK DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT No. 2008092900 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2"IRON ROD FOUND ON THE NORTH LINE OF THAT 7.182 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY BY DEED RECORDED IN DOCUMENT NO. 2019027044, OPRWC, BEING THE NORTH RIGHT-OF-WAY LINE OF STAR RANCH BOULEVARD (90-FOOT WIDE);

THENCE ALONG THE NORTH LINE OF SAID 7.182 ACRE TRACT, BEING THE NORTH RIGHT-OF-WAY LINE OF SAID STAR RANCH BOULEVARD, S74°12'10"E (BASIS OF BEARINGS) A DISTANCE OF 161.23 FEET TO A 1/2"IRON ROD FOUND FOR THE POINT OF BEGINNING;

THENCE ACROSS SAID 325.34 ACRE TRACT THE FOLLOWING FOUR (4) COURSES:

1. N15°47'50"E A DISTANCE OF 514.35 FEET TO A 1/2"IRON ROD FOUND;
2. N00°00'00"E A DISTANCE OF 324.59 FEET TO A 1/2"IRON ROD SET;
3. S89°43'53"E A DISTANCE OF 523.20 FEET TO A 1/2"IRON ROD FOUND;
4. S50°28'47"E A DISTANCE OF 166.40 FEET TO A 1/2"IRON ROD FOUND ON THE EAST LINE OF SAID 325.34 ACRE TRACT, BEING THE WEST LINE OF THAT 65.230 ACRE TRACT CONVEYED TO LONE STAR INFRASTRUCTURE, JV BY DEED RECORDED IN DOCUMENT NO. 2004066027, OPRWC, FROM WHICH POINT THE NORTHWEST CORNER OF SAID 65.230 ACRE TRACT BEARS N03°30'53"W A DISTANCE OF 852.51 FEET, BEING ALSO THE NORTHEAST CORNER OF SAID 325.34 ACRE TRACT;

THENCE ALONG THE WEST LINE OF SAID 65.230 ACRE TRACT AND THE EAST LINE OF SAID 325.34 ACRE TRACT, S03°30'53"E A DISTANCE OF 534.63 FEET TO A 1/2" IRON ROD FOUND, FROM WHICH A 1/2"IRON ROD FOUND FOR AN ANGLE POINT OF SAID 65.230 ACRE TRACT BEARS S03°30'53"E A DISTANCE OF 304.48 FEET;

THENCE ACROSS SAID 325.34 ACRE TRACT THE FOLLOWING TWO (2) COURSES:

1. S52°44'21"W A DISTANCE OF 252.91 FEET TO A 1/2"IRON ROD FOUND;
2. S24°25'55"W A DISTANCE OF 252.18 FEET TO A 1/2"IRON ROD FOUND AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, BEING THE NORTH ARC OF SAID 7.182 ACRE TRACT AND THE NORTH RIGHT-OF-WAY OF SAID STAR RANCH BOULEVARD, FROM WHICH THE SOUTHEAST CORNER OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422 BEARS APPROXIMATELY S06°59'44"E A DISTANCE OF 583 FEET;

THENCE ALONG THE NORTH ARC OF SAID 7.182 ACRE TRACT AND THE NORTH RIGHT-OF-WAY OF SAID STAR RANCH BOULEVARD THE FOLLOWING TWO (2) COURSES:

1. NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 249.69 FEET, HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 26°15'00" AND A CHORD BEARING N61°04'40"W, 247.51 FEET TO A 1/2"IRON ROD FOUND;
2. N74°12'10"W A DISTANCE OF 313.97 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 13.925 ACRES OF LAND, MORE OR LESS.
ALL IRON RODS FOUND OR SET HAVE "RJ SURVEYING" CAPS UNLESS NOTED OTHERWISE.
ALL BEARINGS ARE BASED ON NORTH LINE OF THAT 7.182 ACRE TRACT, CALLED AS S74°12'10"E IN THE DEED TO WILLIAMSON COUNTY RECORDED IN DOCUMENT NO. 2019027044, OPRWC. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.
WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NUMBERS R020742 AND R457873.

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

WE, TACK DEVELOPMENT, LTD., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2008092900 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS STAR RANCH APARTMENTS.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18 DAY OF March, 20 21.

TACK DEVELOPMENT, LTD., A TEXAS LIMITED PARTNERSHIP

BY: _____
TIMOTHY TIMMERMAN, PRESIDENT
TACK DEVELOPMENT, LTD.
230 KLATTENHOFF LANE, SUITE 100
HUTTO, TEXAS 78634

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TIMOTHY TIMMERMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 18 DAY OF March, 20 21 A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Casandra Jordan

MY COMMISSION EXPIRES: 2/25/25

CASANDRA JORDAN
My Notary ID # 125209932
Expires February 25, 2025

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 17 DAY OF March, 20 21.

Teresa Baker
TERESA BAKER
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

I, ISRAEL RAMIREZ, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS 3 DAY OF MARCH, 20 21.

_____ 03/03/2021
ISRAEL RAMIREZ DATE
LICENSED PROFESSIONAL ENGINEER No. 114495
STATE OF TEXAS

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET
ROUND ROCK, TX 78664
PHONE (512) 836-4793
FIRM NO. 9784

STATE OF TEXAS
ISRAEL RAMIREZ
114495
LICENSED
PROFESSIONAL ENGINEER

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

I, JOHN D. KIPP, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5844, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS 2 DAY OF MARCH, 20 21.

BY: John D. Kipp 03/02/2021
JOHN D. KIPP DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5844
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET
ROUND ROCK, TEXAS 78664
PHONE (512) 836-4793
FIRM NO. 10015400

STATE OF TEXAS
REGISTERED
JOHN DAVID KIPP
5844
PROFESSIONAL
LAND SURVEYOR

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE 17 DAY OF December, 20 20

_____ _____ 3/26/21
MIKE SNYDER, MAYOR ~~PRO TEM~~ DATE HOLLY NAGY, CITY SECRETARY DATE

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS THE 23 DAY OF March, 20 21.

_____ 3-28-2021
ASHBY GROUNDMAN, DEVELOPMENT SERVICES DIRECTOR DATE

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

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

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 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.

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

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: SEPTEMBER 8, 2020

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

S:\LAND\2601-2650\2650\dwg\2650-Plat-2018.dwg, 3/2/2021 2:58:19 PM

Commissioners Court - Regular Session **24.**

Meeting Date: 04/13/2021

Revised preliminary plat for the Santa Rita Ranch Phase 3 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 revised preliminary plat for the Santa Rita Ranch Phase 3 subdivision – Precinct 3.

Background

This is a revision to the preliminary plat of the Santa Rita Ranch Phase 3 subdivision that was previously approved on June 16, 2020. Since the last approval, the developer has requested changes to the roadway and lot layout within the development. With this revision, the proposed subdivision consists of 405 single family lots, 9 landscape easement lots, 4 open space/water quality/detention lots, 2 open space/landscape/public utility lots and 17,751 feet of new public roads.

Timeline

2021-02-11 – Initial submittal of revised preliminary plat
2021-03-12 – 1st review complete with comments
2021-03-31 – 2nd submittal of revised preliminary plat
2021-04-07 – 2nd review complete with comments
2021-04-07 – 3rd submittal of revised preliminary plat
2021-04-07 – 3rd review complete with comments cleared
2021-04-08 – revised preliminary plat placed on April 13, 2021 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

revised preliminary plat - Santa Rita Ranch Ph 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 12:01 PM
Form Started By: Adam Boatright		Started On: 04/08/2021 11:55 AM
Final Approval Date: 04/08/2021		

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.

DRAINAGE AND FLOODPLAIN:

4. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAT 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.
5. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
6. THE EXISTING 100-YR FLOODPLAIN SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED APRIL 22, 2020. THE FEMA 100-YR FLOODPLAIN SHOWN ON THE PRELIMINARY PLAT WAS TAKEN FROM FEMA FIRM No. 48491C 0275E, EFFECTIVE SEPTEMER 26, 2008, AND THE FEMA L.O.M.R. No. 16-06-0501P, EFFECTIVE MARCH 2, 2017.
7. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1 RULES ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
8. 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 BLOCK B LOTS 1-3, & 15-44, 46-56, AND BLOCK F LOTS 7-20, 24-27, 30-31, 45-62.

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 19/GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT OF WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONER'S 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 COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S 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 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. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
3. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
4. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
5. 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 LICENSED AGREEMENT WITH WILLIAMSON COUNTY.
6. 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.
7. 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 HOMEOWNER'S ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
8. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

TOTAL: 405 SF LOTS

DATE: OCTOBER 16, 2019
OWNER:
SANTA RITA C7 INVESTMENTS, 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: 153.956 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

0 300' 600'

SCALE: 1" = 200'

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

LINE TABLE

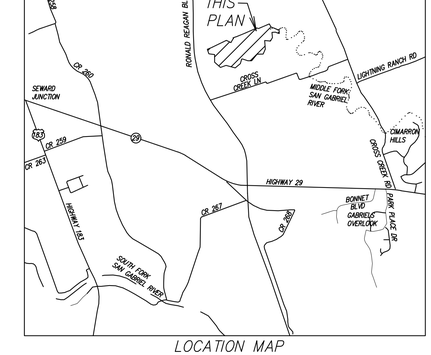
LINE	BEARING	LENGTH
L1	N28°44'31.92"E	195.72
L2	N36°21'05.92"E	131.25
L3	N32°18'04.08"W	49.40
L4	N69°39'03.92"E	177.01
L5	S14°40'05.08"E	6.73
L6	N66°39'13.65"E	42.47
L7	N66°38'54.92"E	715.39
L8	S67°59'38.08"E	595.00
L9	S01°59'38.08"E	222.00
L10	N69°59'38.08"W	276.00
L11	S87°00'21.92"W	225.00
L12	S04°59'38.08"E	360.00
L13	S30°00'21.92"W	265.00
L14	S39°00'21.92"W	565.00
L16	S72°45'06.82"W	63.83
L17	S17°13'25.26"E	407.80

Curve Table

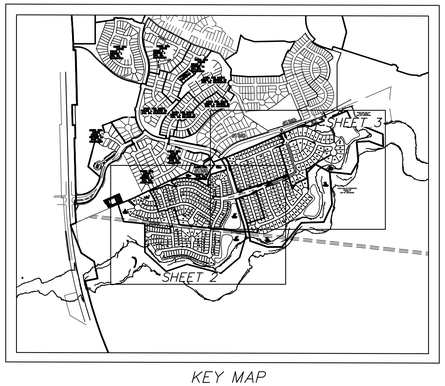
Curve #	Radius	Tangent	Delta	Chord	Arc Length
C2	2032.00'	199.18'	011°11'47"	396.45'	397.08'
C3	1968.00'	143.84'	008°21'39"	286.92'	287.17'

STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASS
AHERN COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	445	LOCAL
BEREAN LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,525	LOCAL
BRISA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	275	LOCAL
CALANDRIA BLVD.	PUBLIC	90'	66' FACE TO FACE	4'	35 MPH	261	RESIDENTIAL COLLECTOR
CALANDRIA BLVD.	PUBLIC	VARIES	VARIES	4'	35 MPH	282	RESIDENTIAL COLLECTOR
CALANDRIA BLVD.	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	170	RESIDENTIAL COLLECTOR
CALANDRIA BLVD.	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,209	LOCAL
CALMO COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	342	LOCAL
DYCUS BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,058	LOCAL
GERONA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	464	LOCAL
GREAT LAWN BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	3,837	LOCAL
GREAT LAWN COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	140	LOCAL
LENERA DRIVE	PUBLIC	90'	66' FACE TO FACE	4'	35 MPH	122	RESIDENTIAL COLLECTOR
LENERA DRIVE	PUBLIC	VARIES	VARIES	4'	35 MPH	463	RESIDENTIAL COLLECTOR
LENERA DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,314	LOCAL
LOTTI LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,155	LOCAL
MONROVIA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	343	LOCAL
MONROVIA WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	755	LOCAL
POOLE LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,213	LOCAL
SANCO DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	606	LOCAL
TIERRA ROSA BOULEVARD	PUBLIC	64'	44' FACE TO FACE	4'	35 MPH	773	RESIDENTIAL COLLECTOR
TOTAL LINEAR FOOTAGE OF STREETS:						17,751 L.F.	

LOCATION MAP



KEY MAP
N.T.S



DESIGNED BY: SPC
DRAFTED BY: MB

REVISION	DATE
REVISED 231 SINGLE FAMILY LOTS	2/11/2021

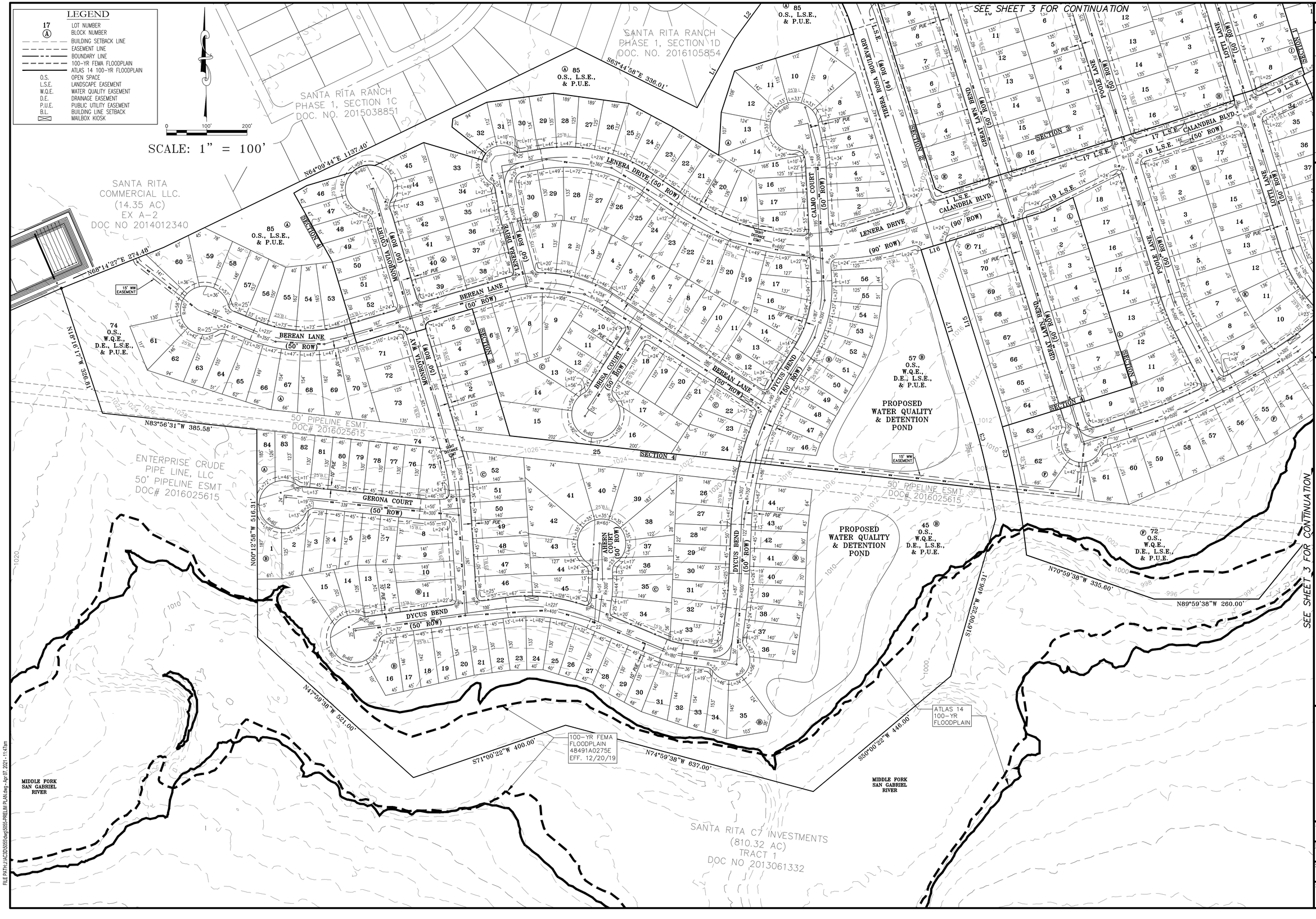
Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. 120
Austin, Texas 78749
Phone No. (512) 280-5160
North Office
4201 FM 1460, Suite 600
Austin, Texas 78754
Fax No. (512) 280-5165

SHEET NAME: OVERALL PRELIMINARY PLAT REVISION #1
JOB NAME: SANTA RITA RANCH PHASE 3
PROJECT: PRELIMINARY PLAT REVISION #1

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
4-7-2021

DATE: AUG 2019
JOB NUMBER: 5055
SHEET: 1 OF 3
SHEET NO.: 1

FILE PATH:J:\ACD\5055\dwg\5055-PRELIM PLAN.dwg - Apr 07, 2021 - 11:47am



FILE PATH: J:\ACD\5055\dwg\5055-PRELIM PLAN.dwg - Apr 07, 2021 - 11:47am

DESIGNED BY:	SPC
DRAFTED BY:	MB

DATE	REVISION
2/11/2021	REVISED 231 SINGLE FAMILY LOTS

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
5501 West William Cannon Dr. Austin, Texas 78749
Main Office 512.280.5160
North Office 12120 RR 620 N, 200-600 Austin, Texas 78750
Phone No. (512) 280-5160 Fax No. (512) 280-5165
FIRM ID #F3791

SHEET NAME: PRELIMINARY PLAT 100 SCALE (1 OF 2) REVISION #1

JOB NAME: SANTA RITA RANCH PHASE 3

PROJECT: PRELIMINARY PLAT REVISION #1

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
@ F3791

4-7-2021

DATE	AUG 2019
JOB NUMBER	5055
SHEET	2 OF 3
SHEET NO.	2

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

0 100' 200'

SCALE: 1" = 100'

SANTA RITA RANCH PHASE 1, SECTION 20A DOC. No. 2019018254

SANTA RITA RANCH PHASE 1, SECTION 6B DOC. No. 2018079546

WILLIAMSON CO MUD 19A DOC. No. 2018065823

SANTA RITA KC, LLC (9.259 ACRES) DOC. No. 2019073786

SANTA RITA C7 INVESTMENTS (810.32 AC) TRACT 1 DOC. No. 2013061332

EDS LAKE ROAD

FREEMAN LOOP

BOULEVARD

TUSCANY MEADOWS BOULEVARD (60' ROW)

CALANDRIA BLVD. (60' ROW)

GREAT LAWN BEND (50' ROW)

SANCO DRIVE (50' ROW)

GREAT LAWN COVE (50' ROW)

CALMO COURT (50' ROW)

LENERA DRIVE (90' ROW)

DYCUS BEND (50' ROW)

BEREAN LANE (50' ROW)

PORTOLE LANE (50' ROW)

DANE LANE (50' ROW)

MIDDLE FORK SAN GABRIEL RIVER

PROPOSED WATER QUALITY & DETENTION POND

75 O.S., W.Q.E., D.E., L.S.E., & P.U.E.

72 O.S., W.Q.E., D.E., L.S.E., & P.U.E.

85 O.S., L.S.E., & P.U.E.

57 (B) O.S., W.Q.E., D.E., L.S.E., & P.U.E.

71 O.S., W.Q.E., D.E., L.S.E., & P.U.E.

15' WW EASEMENT

50' PIPELINE ESMT. DOC# 2016025615

100YR FEMA FLOODPLAIN 48491A0275E EFF. 12/20/19

ATLAS 14 100-YR FLOODPLAIN

S25°59'38"E 2225.91'

S77°54'37"E 144.85'

N66°20'29"E 897.19'

N67°43'01"E 656.61'

N83°59'38"W 387.00'

S03°59'38"E 568.00'

S26°00'22"W 355.00'

S88°00'22"W 408.00'

SEE SHEET 2 FOR CONTINUATION

SECTION 1 | SECTION 2 | SECTION 3 | SECTION 4

REVISION	DATE	DESIGNED BY:	DRAFTED BY:
REVISED 231 SINGLE FAMILY LOTS	2/11/2021	SPC	MB

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749
North Office: 12129 RR 620 N. Suite 600 Austin, Texas 78750
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE (2 OF 2) REVISION #1

JOB NAME: SANTA RITA RANCH PHASE 3

PROJECT: PRELIMINARY PLAT REVISION #1

STATE OF TEXAS
STEVEN P. CATES
93648
PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
4-7-2021

DATE: AUG 2019

JOB NUMBER: 5055

SHEET: 3 OF 3

SHEET NO.: 3

FILE PATH=J:\ACD\5055\dwg\5055-PRELIM PLAN.dwg - Apr 07, 2021 - 11:47am

Commissioners Court - Regular Session **25.**

Meeting Date: 04/13/2021

Dena Jaeger Retirement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on recognizing Paramedic Dena Jaeger for her 25 years of service to Williamson County EMS.

Background

Williamson County EMS would like to recognize the retirement of Paramedic Dena Jaeger and her 25 years of service to Williamson County citizens.

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	03/23/2021 06:31 PM
Form Started By: Michael Knipstein		Started On: 03/23/2021 09:20 AM
Final Approval Date: 03/23/2021		

Commissioners Court - Regular Session **26.**

Meeting Date: 04/13/2021

PROCLAMATION - NATIONAL CRIME VICTIMS' RIGHTS WEEK

Submitted For: D. Hobbs **Submitted By:** Peggy Vasquez, County Attorney

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Proclamation recognizing April 18 - 24, 2021 as CRIME VICTIMS' RIGHTS WEEK.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

National Crime Victims Rights Week

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/31/2021 06:13 PM
Form Started By: Peggy Vasquez		Started On: 03/31/2021 05:50 PM
Final Approval Date: 03/31/2021		

NATIONAL CRIME VICTIMS' RIGHTS WEEK, APRIL 18–24, 2021

WHEREAS being a victim of crime and navigating the criminal justice system can be a frightening and confusing experience;

WHEREAS progress in improving the treatment of crime victims has been made through the efforts of thousands of victims and survivors who have turned their own experiences into a force for positive change, ensuring that others can receive justice, meaningful assistance, and compassionate treatment before the law;

WHEREAS since the passage of the Victims of Crime Act of 1984, and through the dedicated work of advocates, lawmakers, and victim service providers, there is a growing array of services and resources available to victims and their loved ones;

WHEREAS honoring the rights of victims—including the rights to be heard and to be treated with fairness, dignity, and respect—and working to meet their needs rebuilds their trust in the criminal justice and social service systems;

WHEREAS individuals' trust in the compassion, understanding, and support of their communities is achieved through sustained, deep-rooted, and coordinated outreach;

WHEREAS identifying, reaching, and serving all victims of crime—especially those from groups that often have less access to healing services and avenues to justice—is essential;

WHEREAS our community's continued engagement with the challenges faced by victims of crime will ensure that the progress made to date is not lost, and that new ground is broken to gain greater justice and healing for all victims;

WHEREAS National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that accessible, appropriate, and trauma-informed services are offered to all victims of crime; and

WHEREAS Williamson County is hereby dedicated to supporting victims and survivors in the aftermath of crime, building trust among our clients; collaborating with other service providers, and engaging our community in response efforts;

NOW THEREFORE, BE IT PROCLAIMED THAT the Commissioners Court of Williamson County, State of Texas, hereby proclaims the week of April 18–24, 2021, as

CRIME VICTIMS' RIGHTS WEEK

And does hereby reaffirm this Counties commitment to continuing to create a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

PROCLAIMED this ____ day of _____, 2021

_____

Williamson County Judge

Commissioners Court - Regular Session **27.**

Meeting Date: 04/13/2021

Commissioners Court Holiday Schedule

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 concerning the Commissioners Court holiday schedule.

Background

The following Commissioners Court meeting dates are recommended for cancelation due to the County holiday schedule:

June 1, 2021
July 6, 2021
September 7, 2021

The cut-off to submit agenda items for all regular/non-canceled meeting dates will remain as noon on the Thursday preceding the meeting date.

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	04/09/2021 12:41 PM
Form Started By: Andrea Schiele		Started On: 04/09/2021 11:54 AM
Final Approval Date: 04/09/2021		

Commissioners Court - Regular Session **30.**

Meeting Date: 04/13/2021

Nemo-Q Termination Letter

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the Notice of Service Termination for Queuing Software services to NEMO-Q, Inc, and authorizing execution of the notice.

Background

Approval of this item will support the operations of the Williamson County Tax Assessor Collector's Office. Nemo-Q is the current provider of queuing software for the Tax Office. This notice of service termination will terminate the current services at the end of the current fiscal year, September 30th, 2021. Notice of Service Termination is attached. The Tax Office is currently working with Purchasing on the issuance of a new Request for Proposals and welcomes NEMO-Q to submit a proposal for the upcoming fiscal year. Department contact is Matt Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Notice of Service Termination

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/08/2021 09:23 AM
County Judge Exec Asst.	Andrea Schiele	04/08/2021 09:31 AM
Form Started By: Erica Smith		Started On: 04/07/2021 04:38 PM
Final Approval Date: 04/08/2021		

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

April 6, 2021

NEMO-Q, Inc.
Attn: Michael Berg, President
4023 W. University Dr., Bldg. B
McKinney, TX 75071

Via e-mail: accounting@nemo-q.com

In re: ***Notice of Service Termination for Williamson County, Texas (Tax Assessor Collector) Effective September 30, 2021***

To Whom It May Concern:

As you are aware, Williamson County is currently receiving services from your company for the Tax Assessor Collector's Office under Request for Proposals 2009 (Customer Flow Queuing /Management System) and subsequent sole source findings to exempt from bidding. The Williamson County Commissioners Court, as the legislative body for the county, has approved a termination of these services at the end of the current fiscal year. **As a result, the services received from your company will terminate effective at the end of business (5:00 p.m. Central Time) on September 30, 2021.**

Please update your records accordingly so that services only remain in effect through September 30, 2021.

Also, please note that the current Tax Assessor Collector intends to ask the commissioners court for issuance of a new Request for Proposals later this year, and you are welcome to submit a proposal for the next fiscal year, which begins on October 1, 2021. Additional information on pending solicitations is available on the Williamson County Purchasing Department's website at the following link:

https://www.wilco.org/Departments/Purchasing/Bids

Thank you for your attention, assistance and usual courtesies in this regard.

Sincerely,

_____

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Tax Assessor Collector

BG/me

Commissioners Court - Regular Session **31.**

Meeting Date: 04/13/2021

Selection Committee

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 appointing a selection committee for the Williamson County Employee of the Year Program.

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	04/08/2021 09:08 AM

Form Started By: Rebecca Clemons Started On: 04/06/2021 10:15 AM

Final Approval Date: 04/08/2021

Commissioners Court - Regular Session **32.**

Meeting Date: 04/13/2021

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 updates to the Employee Policy Manual to be effective October 1, 2021.

Background

This is the first round of proposed changes to the Employee Policy Manual. My intent is to place it on the agenda for your review several more times before the final draft is ready. In addition to the red-lined changes notated, I would request to discuss compensation policies regarding transfers between departments, vacation accrual maximums, potential merit allocation policy for employees for FY22, lateral move policy, compensation changes process and timelines, and the maximum increases per employees per year. These items were hard to red line as I have received different feedback on each one.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

draftEPM

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 09:11 AM

Form Started By: Rebecca Clemons Started On: 04/06/2021 10:20 AM

Final Approval Date: 04/08/2021

WILLIAMSON COUNTY
1848



Employee Policy Manual

Effective December 15, 2020

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Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.



Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice
- Williamson County may terminate the employment relationship at any time with or without cause or notice
- Williamson County may change the terms and conditions of employment at any time, with or without notice

Equal Employment Opportunity & ADA Compliance;

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, promotions, terminations, compensation, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay
- **Temporary**: Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, holidays, benefits or leave time including longevity pay

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act. (FLSA)

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy



Employment

Overtime

Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation.
Non-Exempt	YES	• Time and a half pay or compensatory time after 40 hours actually worked in a work week. • Determination of pay vs comp time is based on departmental budget.
Non-Exempt: Department of Infrastructure	YES	• Time and a half compensatory time after 40 hours actually worked • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor.
Non-Exempt: Public Safety Positions	YES	Time and a half overtime pay or compensatory time after 40 hours worked.
Non-Exempt: Law Enforcement and Corrections Officers	YES	Time and a half overtime pay or compensatory time after 86 hours worked in a 14 day pay period. The hours worked between 80 and 86 hours, for this period, are compensated at straight overtime pay or compensatory time.
Non-Exempt Catastrophic Event Pay	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded.

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime as it is based on hours actually worked. Sick leave, vacation, holidays, and other absences from the work place do not count toward the accrual of overtime. Time sheets must be balanced to the number of hours scheduled per pay period. As used above, overtime may refer to accruals of compensatory time or payments.
Compensatory time is limited to 240 hours, all hours above this limit will be paid at time and one-half.
*EMS and Emergency Communications use leave based on scheduled shift hours, rather than the pay period.



Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a similar position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options

Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources.	A request to post must be sent to Human Resources.	Position will be posted through online hiring system for a minimum of 5 calendar days.
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only.	An email or manual written posting may be used to notify employees of the vacancy.	• Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.). • Applications should be accepted for a minimum of 5 calendar days.
Applicant Pool	Applications are reviewed from a previous posting for the same or similar position.	Contact Human Resources to request applications from the previous posting.	Applications will be provided through the online hiring system for the hiring manager to review.

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the Texas Government Code Chapter 573 outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573(Relationships by Consanguinity or by Affinity) for additional clarification. In compliance with its own policies, the Commissioners Court will not affirm any Officer who is related to another employee within the same department.

Changes in relationships which may violate this policy, must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules. If the retiree is on Williamson County retiree health benefits, the waiting period still applies.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job specific screening, prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire

New Employee Orientation



All new employees must attend new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is strongly recommended. The first pay check will be mailed to the address of record, as could the first paycheck whenever changing banking institutions or account information. Pay remittance slips can be viewed and printed online located on the Wilco Self Service site in Oracle.

Texas County and District Retirement System Contributions (TCDRS)

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System (TCDRS) as a condition of employment. Temporary employees are exempt from participation as provided by Retirement System regulations. The required contribution is deducted from an employees pay each pay period.



Employment

Transfers

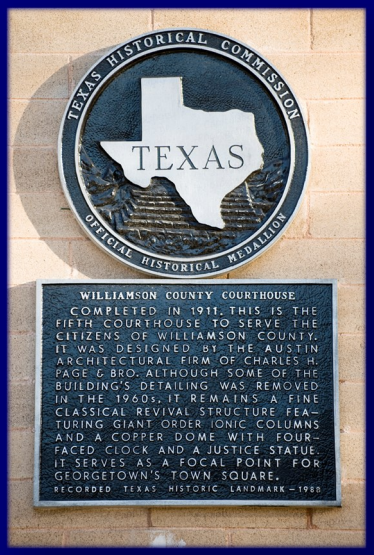
Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.



Separation of Employment

Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees.
The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Eligible accrued vacation time
- Comp time
- Unused holiday time banked prior to October 1, 2014



Adjusted Service Dates for Rehired Employees (non-retirement)

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, knowledge skills and ability's of a former employee or other special circumstances)



Refer to the Uniformed Services Employment and Re-employment Rights Act (USERRA) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.

Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

Don't forget to check County email daily!

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time
- Breaks of more than 20 minutes (i.e. errands) will require non-exempt employees to clock out and not to perform any work during that time
- Lunch breaks will be for a period of not less than 30 minutes, during which the employee may not perform any work

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks as listed above. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.



Reporting Time Worked and Leave Time

Timesheets must be approved and signed off by the employee and department designee, on the day indicated on the payroll calendar by the time indicated by the Auditor Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system.
- Exempt: Employees do not enter the hours worked, must record leave time such as sick, vacation, and FMLA in the timekeeping system. Holiday time is preloaded for all exempt employees. Payroll must be contacted to adjust holiday time if an exempt employee works on the holiday.

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave on the last day of each pay period. The leave hours will be adjusted when employees have any unpaid leave, with the exception of workers compensation. The leave chart on the next page provides the policies related to the various leave types authorized by the County.

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Pay Out	Policy
VACATION 160 hours accrual max	< 5 years= 3 Hours 5 minutes per pay period	80 hours	• Leave is accrued at the end of the pay period. • Changes in work schedules, may result in adjustments to leave balances & accruals. • Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees (Effective 10/1/16). • Proration may occur for full-time employees that work less than 30 hours per week. • Contact Human Resources for more information.
	5 to < 10 Years= 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24 hour Shifts) 168 hours accrual max	< 10 years= 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	• May only be used for illness or medical appointment for employee or *qualifying* family member, as defined by FMLA. • May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician, of the child having a serious medical condition. • May be required to provide documentation. • Not a substitute for vacation. • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16).
SICK LEAVE (EMS Paramedics on 24 hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
FLOATING HOLIDAY*	2 (8 hours) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• Only available to full time employees. • Must be used by the end of the fiscal year. • EMS Paramedics on </= 12 hour shifts will receive 2 days/hours based on normal shift assignment.
HOLIDAY*	• Part time employees receive 4 hours • Full-time employees 8 hours	N/A (Not paid at termination)	• Dates are established by Commissioners Court annually, subject to change. • Employee must work or be on approved paid leave the day before and after the holiday. • EMS Paramedics will receive up to 12 hours based on normal shift assignment.
BEREAVEMENT LEAVE*	2 (8 hour) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• May be granted following the death of a friend or family member at the discretion of your departments leadership. • Documentation may be required. • EMS paramedics will receive 2 days/hours based on normal shift assignment .
Non– Exempt PUBLIC SAFETY ADJUSTMENT	64 hours per fiscal year, does not roll over	N/A (Not paid at termination)	• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions. • Max of 4 hours per shift and must be used with 8 hours of holiday/floating holiday/bereavement to cover shift as scheduled.

*Refer to Non-Exempt Public Safety Adjustment policy

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court. • Time off to vote may be approved due to unusual circumstances, please see Texas State Regulations. • Leave may be approved when an employee is summoned to testify for a case that is work related only. • The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay. • Contact HR for further information related to USERRA leave and benefit continuation.
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure. • Employees on approved leave of any type are not eligible. • If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Leave is granted when exempt employees must work during office closure that has been declared by the County Judge. • EP leave must be used before the end of the current fiscal year.



Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday.	200 hours	• Will not be paid upon termination if earned after 10/1/14.
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual.	240 hours	• Must be used before vacation time.
WORKERS COMPENSATION LEAVE	Used by employees that must miss work due to an on the job injury.	N/A	• Any on the job injury must be reported immediately, failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001). • HR will coordinate leave and medical care with the Worker's Compensation carrier. • Contact HR for more information.

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee, leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave, other than workers compensation, in the pay week.

A list of County Holidays can be found on wilco.org



For more information on FMLA visit: http://www.dol.gov/whd/fmla

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Eligibility	• Worked for the County for at least 12 months. • Worked a minimum of 1250 hours in the last 12 months.
Entitlement	**Qualifying Reasons/Policy**
Basic FMLA	
• 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules	• FMLA is unpaid time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool, without certification of the child having a serious medical condition. • To care for spouse, child, or parent of the employee who has a serious health condition. • Employee's own serious health condition. • Employees requesting leave to care for an immediate family member with a serious health condition, may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is <u>not</u> related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday. • Holiday leave will not bank, it will be utilized in the week earned.
Military Family Leave– Qualifying Exigency Leave	
• Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty.	Qualifying exigency is unpaid time off and may include: • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave. • Attending certain military events related to the call to duty. • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty. • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty. • In some instances, to attend counseling arising from the covered active duty or ca\1 to covered active duty status of a military member. • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation. • To attend post-deployment activities during the 90 days after the termination of the military member's covered active duty status or to address issues related to the death of a military member while on covered active duty. • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility. • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee. • Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday.

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Entitlement	Policy
Military Family Leave– Service Member Caregiver Leave	
• Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member. • If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave. • The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave. • The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 workweeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis.	The term "covered service member" for purposes of Service member Caregiver Leave means: • A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. • A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran. The term "serious injury or illness": • In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. • In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. • Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

- *Since the laws and regulations governing military leave and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules*

- Restoration of Employment
- Employee Benefits
- Group Health Benefits
- Relationship to PTO
- Notification
- Certification of Health
- Status Reports
- Intermittent Leave
- Failure to Return from FMLA Leave

Administrative Leave

Situations where administrative leave with pay are rare, but may be appropriate when the Department Head believes immediate action is necessary to protect an employee, the Department, the public, and/or needs additional time to investigate an employee's performance or behavior.

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	• May not be used during or to extend FMLA. • Paid Admin Leave lasting more than ten days will require approval of the County Judge for non-elected offices only. • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court. • The employee will be paid base wages, this will not count as hours worked for overtime purposes. • Medical benefits will continue at active employee rates. • The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice. • If the employee returns to work, he/she shall receive full credit for any suspended accruals/longevity/supplemental pay, unless determined otherwise. • Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty. • Leave will be applied as follows: compensatory time, vacation, banked holiday.
Administrative Leave (without pay)	Non-Elected & Elected Offices	• Temporarily suspends employees job duties. • Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies. • Full days/full week periods are administered for Exempt employees on admin leave with out pay (partial days will not be granted). • Employees may not substitute accrued paid leave during unpaid admin leave. • Employee must coordinate payment of medical and dental benefits with the HR Department. • Employees may be required to periodically contact their supervisor.
Administrative Leave (with or with out pay)	Elected Offices County Auditor's Office Juvenile Services	• Must provide the Senior Director of HR with a written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave. • If the employee is reinstated or terminated the Elected Official/Appointed Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/ termination.
Administrative Leave (with or with out pay)	Non-Elected Offices	• Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation. • Subject to the oversight of Commissioners Court. • HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave.
Reinstatement	Non-Elected & Elected Offices	• The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave.
Other Information	Non-Elected & Elected Offices	• Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods. • Longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods. • Supplemental pay is defined in the budget order.

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

To view the full policy visit: policy center

Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	• Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the County sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled. • Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave. • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP.
ENROLLMENT	• One year of full-time employment must be completed as of first day of open enrollment. • A minimum of 8 Hours and no more than 40 hours must be contributed. • Must enroll each year during benefits open enrollment. • Contributed sick leave hours will be deducted on the 1st day of the pay period which includes January 1st.
QUALIFICATION	• An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own serious medical condition. • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act. • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max). • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute. • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated.
PROCEDURE	• Employees must apply for permission to receive SLP benefits. (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the FMLA documentation.
UTILIZATION	• The number of hours granted through the SLP will be based on the FMLA documentation. • SLP time may only be used for approved workdays and for holidays. • SLP benefit end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave.
CONTRIBUTIONS	• Employee contributions of sick leave hours are irrevocable. • Sick leave hours that are contributed become the property of the SLP and cannot be returned. •Time contributed to the SLP cannot be designated to a particular employee. • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership. • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP. • All unused time that was granted to an employee from the SLP shall be returned to the pool.
DISCLAIMER	• The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees. • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion. • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment.

Work Environment

Benefits

Williamson County offers an excellent comprehensive benefits package to all full time employees. Benefits are administered by the Benefits Administration team which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below:

Benefits

- Full time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental/ benefits coverage on the first of the month, following the completion of 60 days of employment.
- Current employees can make changes to benefits only during open enrollment or due to a qualified life event.

Type	Policy	Premium Payment
Medical **Vision, Dental**	• Full-time employees must enroll during initial open enrollment period and/or subsequent open enrollments.	• Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay(LWOP), for any reason, unpaid premiums must be paid through payroll deductions upon return to work. • Employees who do not return to work, after LWOP, are responsible for unpaid premiums. • Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction. • Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.
Voluntary Term Life	• Full time employees may purchase additional voluntary life insurance for themselves and their dependents during initial enrollment or during open enrollment.	
Short Term/Long Term Disability (STD/LTD)	• Full time employees may select STD/LTD during open enrollment. If STD/LTD are not selected during the initial open enrollment, or if there is a gap in coverage, an application will need to be submitted prior to coverage enrollment.	
Flex Spending Account (FSA) Health & Dependent Care	• Full time employees may elect FSA during initial benefit enrollment or subsequent open enrollments. • Maximums may apply.	• If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year of the elected benefit. • Contributions may be paid by the employee: • After tax payment during leave without pay • Pre-tax payroll deduction upon return • If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.
Group Term Life	• Full time employees receive group life insurance for themselves and covered spouse/children at no cost.	• Premiums paid by employer regardless of active employee status.
Voluntary Supplemental/ Benefits	• Full time employees may purchase these additional offerings during initial open enrollment or during a subsequent open enrollment.	• If an employee is on a leave without pay, premiums must be paid directly to vendors to avoid cancellation. • Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled.
EAP	• EAP services are provided at no cost to all full time employees.	• n/a
Retirement	• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period.	• n/a

Expenditure Guidelines

Type	Policy
Continuing Education & Training	• If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam, or licensing fees. • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County. • Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period. • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed. • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification. • The funds for these items must be available in the departments training budget.
Tuition Reimbursement	• The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full time employees. • The training class/work must provide the skills and/or knowledge that is directly related to the job description. • A copy of the job description and the course/certification description must be submitted with the approval request. • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. • After completing the course(s)/testing and achieving a passing grade, per course requirements, employees may apply for reimbursement of 100% tuition or testing fees not to exceed that which would be payable at a state supported college or university.
Off-Site Staff Development	• Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert. • Off-site staff development is limited to once per fiscal year, per department/division. • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee). • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign up sheet is required).
Seminars & Conferences	• All training should be obtained at the closest possible location. • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place or request a refund. • Only job related training will be processed for payment. • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing. • Employees will not be reimbursed for registration fees until after the conference/training has taken place. • A receipt is required for all fees related to the conference/training.

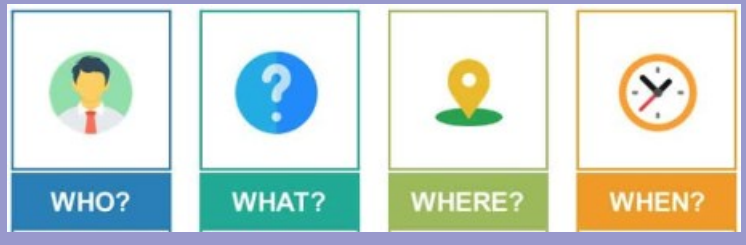
Expenditure Guidelines

Type	Policy
Airfare	• Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required). • Airfare must be paid directly to the airline or Accent Travel, (i.e. no other travel agencies such as Expedia). • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed. • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging. • The County will not issue reimbursements for tickets purchased with frequent flyer miles. • A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable. • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc.
Car Rental	• Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation. • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed). • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office. • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required. • The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option. • Rental cars must be rented from a nationally recognized company. (i.e. Hertz, Enterprise, etc.) • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request. • Insurance purchased when renting a vehicle may also be reimbursed. • The County has a government account with Enterprise, which includes insurance. Contact the Auditor's Office for the account number. It is strictly for business purposes. • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal).
Personal Car Usage	• Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to an alternate work location, or returning home from the alternate work location. • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour). • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc. • Reimbursement for mileage is prohibited between place of residence and usual place of work. • Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar. • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement. • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled. • Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement. • Airport parking fees are limited to $15 per day (ABIA economy lots B-G are least expensive). • It is the responsibility of the employee to keep track of mileage. • Employees assigned to a County vehicle are not eligible for mileage reimbursement. • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable.

Expenditure Guidelines

Type	Policy
Lodging	• Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626. • Government rate or least expensive rate should be requested at all times. • Hotel accommodations require an itemized hotel folio as a receipt. • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt. • Personal telephone charges, whether local or long distance, are not reimbursable. • Single room rate charge plus any applicable tax is reimbursable, no exceptions.
Meals	• The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income. • Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County. • Meal reimbursements are limited to a maximum of $50.00 per day: •$20.00 for meals when traveling outside the County for day trips. •$20.00 for meals on day of return for overnight travel (unless returning after 8pm). •$50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required). •If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the $50.00 overnight allowance for meals, lodging will not be reimbursed. •$50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required). • Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor. • All meals not associated with an overnight stay are taxable. • Meal receipts are not required for per-diem. • Alcoholic beverages are not reimbursed. • If employment duties require traveling to alternate work locations within the County, meals are not reimbursable. • Meals purchased for entertainment/business purposes are not allowed. • Meal reimbursements are paid for County employees only.







Expenditure Guidelines

Type	Policy
General Travel Information	• An advance will not be issued for travel expenditures. • All travel expenses must be supported with an itemized receipt. • Purchases for airfare, hotels, car rentals, and expense reimbursements, all require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. • Reimbursement for transportation costs will be at the most reasonable means of transport, such as purchasing Southwest Airlines tickets at the Wanna Get Away rate. • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense. • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Accent Travel is available for booking airfare, and there is an account setup for the County. • Cancellation fees or unused travel expenses, are not reimbursable unless due to a business related expense, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancelation fees related to lodging, or unused travel arrangements. • Personal purchases using a p-card are not allowed. If a charge is made on a p-card for a personal purchase (by mistake), employees must include a check made payable to Williamson County, with the p-card statement. • Expense reimbursements & p-card statements both require their own backup documentation (who, what, when, where) as applicable.
Expense Reimbursement	• With the exception of per diem and mileage, all requests for reimbursement require itemized receipts. • Each expense reimbursement must have the employee signature and department head approval. • All expense reimbursements must be received in the Auditor's Office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement; unless specifically approved by the County Judge. • Tax for meals, airline tickets, hotel stays and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditor's Portal. • Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. • Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request. • The Auditor's Office may request additional documentation for any or all reimbursements. • Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (who, what when, where) • Hotel folios should be included as backup when possible.

Non-Reimbursable Expenses

Type	Examples
Personal Purchases	• Damage to personal items (clothing, vehicles/auto repairs, etc.). • Personal phone calls. • Laundry services or personal clothing. • Personal doctor bills, prescriptions, and other medical services. • Entertainment, movie rentals, saunas, massages, or exercise facilities. • Baby-sitter fees, personal kennel costs, pet or house sitting fees. • Expenses incurred by a spouse or other individual accompany you on a business trip.
Meals Food Drink	• Coffee, tea, and other related items used by employees while in the office. • Alcoholic beverages/tobacco products. • Drinking water services. • Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events).
Travel	• Short term or valet parking at the airport (other than short term parking related to prison transports). • Parking should not exceed $15 per day. Economy B-G lots are long term parking lots at ABIA, and are approved for County Employee Parking. • Non-Airport Parking: Valet service is not an option unless safety is a concern. • Mileage to/from County functions, not related to official County business (ex: retirement party). • Transportation to places of entertainment or similar personal activities. • Excessive weight baggage fees or cost associated with more than two airline bags. • Upgrades to airfare, hotel or car rental.
Miscellaneous	• Expenses related to County Government Week or holiday decorations. • Flowers/Plants • Greeting, thank you, or holiday cards. • Fines and or penalties. • Credit card delinquency or service fees. • Lifetime memberships to any association. • Donations to other entities. • Any items or fees that could be construed as campaigning, i.e., Chamber of Commerce dues or other civic organization dues, fees for parade entry, items with elected officials name (other than letterhead). • Sales tax on goods purchased. • Community outreach items exceeding $2 per item.

Per section 52 of the Texas State Constitution, all items using County Funds must serve a direct benefit to the County. Any non-reimbursable expense or charge on the County Procurement Card, must be reimbursed to the County as soon as possible.

Expenditure Guidelines

Type	Policy
Uniforms	The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County–wide policy*: 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement. 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time. 4. All uniforms and other County property must be promptly returned if County employment ends. 5. Employees will not be issued a uniform without written acknowledgment of this policy. 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy. 7. Footwear including the type/brand for all departments must be approved during the budget process. *The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy.
Other Expenses	• A department may purchase small appliances (i.e. microwaves, refrigerators) for the convenience of their employees. • Only paid receipts will be reimbursed. • For additional details on ineligible expense items refer to the County Budget Order. • If a receipt is unattainable or is lost, a written statement must be submitted for the expense. • Reasonable tips are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides.
Employee Recognition Expenses	• Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order. • Employees can be taxed for these items. • In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable for the following: Employee Recognition: · Plaques, awards or certificates of recognition for service · Plaques, awards or certificates of recognition for retirement · Plaques, awards or certificates of recognition for exemplary job performance • Employee requirements: • $40 for employees with up to 15 years of service • $80 for employees with more than 15 years of service • No reimbursement of sales tax will be allowed. • Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses. • The purchase of gift cards, refreshments, except as indicated in the Budget Order (cakes, drinks, etc.), or meals is not allowable as they are taxable items.

Compensation

Compensation Philosophy

The objective of the County compensation system is to demonstrate the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our minimum salaries on the market median
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every five fiscal years. Some positions may be reviewed more often based on factors including high turnover, recruitment difficulty or market demand.

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds.	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions. • Works closely with departments/offices to clearly understand structure & how each position fits within the organization. • Identifies positions to be reviewed during the current salary study. • Gathers & analyzes market data. • Provides recommendations to the Commissioners Court.	• The position classifications that have been identified for the study will be presented to Commissioners Court. • Kick-off & other meetings as necessary will occur between HR & participating departments/offices throughout the salary study. • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection. • Requests will be sent to the identified market entities. (see Market below) • Data received will be analyzed & compiled. • Pre-recommendation meetings will occur between HR & department/offices. • Recommendations will be presented to Commissioners Court. • Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court. • All changes will be effective in the new fiscal year following Commissioners Court approval.
Departments/Offices	• Each department/office will select a designated point of contact. • Works closely with HR to ensure that the organization structure and positions are fully understood.	• Attends meetings throughout the process. • Completes job analysis tools as needed.
Market (based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions.	Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock *This list may be amended as needed based on unique attributes of some position classifications

Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	• Titles may be recommended for change when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards. • Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Officer" can only exist within the Sheriff's Office)
Pay Grade Increase	• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median. • Employee's moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount.
Pay Grade Decrease	• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median. • An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump sum merit.
FLSA Exemption Status	• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law. • The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt. • Compensatory time will be paid at the time of the update, for positions changing status from non-exempt to exempt.

Compensation

Don't forget to check pay slips online at any County Computer!

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.

Compensation

Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County that perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked, or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- Transcripts Prepared During Working Hours
  Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.

- Transcripts Prepared Outside of Hours Worked
  Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.

- Private Paid Transcripts
  Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department merit line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court.

Salary/Position Changes

Type	Description/ Policy	Pay +	Pay -	Approval Process	Additional Information
Merit	• Merit funding can only be used for performance pay increases. • Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase. • An employee is eligible for merit after 90 days in their current position.	Max of 5% per employee, per budget year* authorized as a merit percentage amount and issued as a lump sum only.	N/A	• Oracle workflow required • Each processing period will have a cut off date. Employee must have completed 90 days of employment by that date • A line item transfer form must be submitted in addition to the workflow • Merit can only be transferred out of the merit line item • Merit is not transferrable between positions	• District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases. • Merit for small departments with 4 or less merit eligible employees that do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5%. (i.e. if the Court approves merit at 3%, the small departments will receive 4%) • Verification of evaluation required.
Position Salary Surplus	• Cannot be used for merit increases. • Cannot be requested to be moved between positions after February 15th.	Refer to filling a vacancy, promotion and or reclassification policies.	N/A	• Refer to filling a vacancy, promotion and reclassification policies.	• Contact HR for additional requirements.
Lateral Moves	When an employee moves to a new or like position with the same grade.	Can utilize money on new position up to employee's current salary.	Can utilize money on new position up to employee's current salary.	Oracle workflow required	Employees cannot receive a salary increase when they move laterally, outside of merit. Normal merit policies apply.
Filling a Vacancy	When a current employee separates from employment or position Applies to B Chart only	A vacant position may be filled with a salary up to 15% above the minimum of the pay grade, effective 10/1/2018. See promotion for current employees (no additional pay increases in the first 12 months with the exception of merit)	N/A	Oracle workflow required	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year. (i.e. budgeted salary = $30,000, position vacant 6 months = $15,000 not used, when filled the maximum salary cannot exceed $30,000 even though $15,000 is unused).
Retention	An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.	Maximum of 10% above the current salary*	N/A	Approval by Commissioners Court, public hearing required Change will be effective on the first pay period after Court approval Oracle workflow required Verification required	Contact HR for additional requirements.

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization and reclassification, does not include promotions or salary study changes). Multiple pay changes cannot be processed on the same day.

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Add'l Info
Promotion	• When a current employee is hired into a different position with a higher pay grade. • No additional pay increases in the first 12 months with the exception of merit.	Max 15% above minimum of the pay grade, effective 10/1/2018,or 10% above current salary, including overtime average, whichever is greater. [Cannot exceed maximum of pay grade or budgeted amount for position]	N/A	• Oracle workflow required • HR will partner with Payroll and provide an overtime rate.	Promotions and Merit cannot be processed during the same pay period
Demotion	• When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade.	N/A	Maximum decrease to the minimum of the new pay grade	Oracle workflow required	• Written justification required • Salary may remain the same if within the new pay grade
Shift Transfer	• Current employee is transferred to a different shift with a higher pay grade. • Viewed as lateral move.	Cannot exceed max of pay grade or budgeted amount on the position	N/A	Oracle workflow required	
Reclassification	A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following: **1.A position conversion is a significant change (defined as 40% or more) to the job description that includes the addition or deletion of significant duties and/or responsibilities. Will include title, grade, and/ or FLSA status change If the conversion results in a position change that is not consistent with the original intent of the position, it will be reviewed by the Budget Office.** **2.A minor reclassification (less than 40%) cannot occur outside of the Salary Study process, with the exception of changes that are due to turnover in a key position (elected/ appointed official, department head or director) or a change to FLSA status as determined by HR.** **3. Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval.** A position can only be reviewed for reclassifications during the annual budget, or between November 1st and February 15th. *May require a public hearing	Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process	Maximum decrease to the minimum of the new pay grade	• Submission of reclassification request through the budget software or HR Sharepoint, as determined by the type of request with back up documentation	Support documentation required: • Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.)
Career Ladder Advancement	• A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process, or between November 1st and February 15th.	Based on the steps in the chart or career ladder approved by Commissioners Court. No additional funding is allocated for career ladders.	Based on the steps (when appropriate)	• Submission of request through budget software or during Nov 1-Feb 15th timeline, with backup documentation	• Documentation of each position that will advance along with the approved career ladder plan

Compensation

Longevity Pay (excludes Commissioned Officers)

Longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

· Full-time employees will accrue the following per pay period:

$24.00 per pay period after five years of employment
$48.00 per pay period after ten years of employment
$72.00 per pay period after fifteen years of employment
$96.00 per pay period after twenty years of employment
$120.00 per pay period after twenty-five years of employment

· Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration).
· Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly.

Part-time employees will no longer be eligible for longevity effective November 18, 2016.

Statutory Longevity Pay – Commissioned Officers

Commissioned officers in the Sheriff's Office are eligible to accrue statutory longevity pay (Texas Code – 152.074), at the rate of $5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.

Longevity for Commissioned Officers is paid bi-weekly.

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget or available position budget, depending on the time of year. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

Compensation

Tenure Salary/Position Changes

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court. Employees with less than six (6) months of service as of the first full pay period in October will advance to the next step after 6 months of service at Williamson County, and following the first full pay period after Commissioner Court approval. Step/tenure progression ends at the top step of each position rank.	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion	When ~~an~~ current employee is promoted to a higher ranking position, the tenured grade is based on years of service, pending budget availability.	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee is demoted to a lower ranking position, the tenured grade is based on years of service.	See Tenured Pay Chart	Oracle workflow required	May be required

Tenure Salary/ Position Changes

Type	Policy	Pay+ Pay -	Approval Process	Additional Documents
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. This pay must be added into the regular rate of pay when calculating overtime. Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	• Law enforcement officers--$60 per month for Advanced Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Corrections officers--$60 per month for Advanced • Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Certification pay may move with the employee to accommodate promotions/ position changes within the department.	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit	Credits for Prior Service may apply- See Prior Service Credit	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit	• Maximum amount for external hire is current funding on vacant position • Prior service credit is only granted at original date of hire or when an existing employee receives a promotion.	TCOLE service verification must be submitted	TCOLE Service Verification required
Transfer from Law Enforcement To Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous of tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

Employee Responsibilities

Personal Conduct

Type	Policy	
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to an including termination of employment.	
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department.	
	Refusal	Refusal to submit to a drug test may result in immediate termination of employment
	Positive Results	
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)	
	Pre-Employment	An applicant with a confirmed positive drug/alcohol test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	First Offense - An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/ treatment will result in immediate termination of employment. Once documentation is provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. Post-Accident/Near Accident- Any employee with a confirmed post-accident drug/ alcohol test will be terminated immediately.
	Reasonable Suspicion	First Offense - An employee with a confirmed reasonable suspicion positive drug/ alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.

Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment. *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment. *Off duty actions may constitute sexual harassment. Examples of sexual harassment: • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks. • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches. • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings. Other prohibited harassment: • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment. *Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs.* Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals: o Their Supervisor o The next level of management above their Supervisor o The Human Resources Department Reporting: All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated. Disciplinary Measures Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.

Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may not: • Use official authority or influence to interfere with, or affect the result of an election or nomination for office. • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose. County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.
Solicitation	Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy located in the Policy Center
Retaliation	If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice.
Gifts/Gratuities	The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 include specific definitions and details regarding gifts, gratuities and bribery for public servants. A public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following: (even if they have not yet qualified for office or assumed duties) • An officer, employee, or agent of government • A juror or grand juror • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy • An attorney at law or notary public when participating in the performance of a government function • A candidate for nomination or election to public office • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium.
Outside Employment	Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.

Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Conviction of a crime
- Violence in the work place
- Poor attendance
- Theft
- Poor job performance
- Harassment
- Discrimination
- Retaliation

This list is not all inclusive

Grievance Policy and Procedure

Summary

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance.

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code

Informal Grievances

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor.
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department.
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed.

Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

1) Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within ten business days after the alleged issue occurred. A statement of the specific corrective action that requested must be included in the written grievance.
    - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the department head or elected official
    - If the department head or elected official is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity, the employee should contact Human Resources
2) After being presented with a written and signed grievance, the supervisor will:
    - Meet with the employees involved and other people necessary to gather the facts
    - Immediately notify the Department Head and the Human Resource Department
    - Attempt to resolve the grievance with the employee
    - Communicate the decision in writing within ten business days after the receipt of the grievance
    - Send a copy of the proposed resolution to the elected official/department head and the Human Resources Department
3) If the employee filing the grievance does not receive a written resolution from the supervisor within ten business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
    - They must file a written appeal, within ten business days, with the department head along with a copy to the Human Resource Department.
4) The Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
    - The person(s) conducting the investigation may meet with the parties involved.
    - The Department Head/ Elected official will respond in writing to the employee within ten business days of the date the appeal was received.
5) If the Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Department Head within ten business days of the date the grievance was appealed, (or if unsatisfied with the appointed Department Heads proposed resolution)
    - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, or District Judges) through the Human Resource Department.
6) The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 10 day response time, accordingly.

Social Media

While Williamson County encourages employees to enjoy and make good use of your off-duty time, certain activities may become a problem if they affect their work. An employee's online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If an employee is posting to personal networking sites and speaking about job- related content or about the County, the employee should identify him/herself and use a disclaimer to make it clear that the views are not reflective of the views of County. Subject to the restrictions below, generally, employees may use personal social media any way they choose. With these goals in mind, employees must follow these rules in their use of social media, both on and off duty:

- Employees are prohibited from publishing any personal information about themselves, another employee of Williamson County, applicants, or an associate of Williamson County in any public medium (print, broadcast, digital, or online) in any format (written, video or image) that:
    - Has the potential or effect of involving themselves, co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties.
    - Interferes with the work of any employee.
    - May create a harassing, demeaning, or hostile working environment for any employee.
    - Disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers.
    - Harms the reputation of Williamson County among its taxpayers or in the community at large.
    - States falsities or is defamatory of others and the County.
    - Reveals information that should be treated as confidential (by law) and/or information regarding the personal or private conduct, health information, and affairs of that person and interaction with other people that is unrelated to the person's job performance or official duties for Williamson County is personal information.

- Workplace personal conduct standards, including but not limited to equal opportunity, anti-harassment and anti-discrimination, apply at all times. This prohibits posts containing obscene or sexually explicit language, images, acts and statements. Other forms of postings that ridicule, malign, disparage or otherwise express bias against any race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals are also prohibited.
- Employees may not use County equipment or facilities for non-work-related activities or business including social media. Personal social media activities should not be conducted while working or on the clock.
- Conducting oneself in such a way that his/her actions and relationships with others could become the object of gossip in the office, or causing unfavorable publicity for Williamson County in the community, is prohibited.
- If an employee creates a personal blog, they must provide a clear disclaimer that the views expressed in the blog are theirs alone, and do not represent the views of Williamson County. All information published on any blog(s) or other posting(s) should comply with Williamson County confidentiality and disclosure policies. This also applies to comments posted on other social networking sites, blogs and forums
- The Commissioners Court strongly recommends all County Departments/Offices abide by the Social Media Policy above.
- <u>Any violations of this policy are subject to disciplinary action, up to and including termination.</u>



DOT Regulated Drug & Alcohol Testing

Introduction

This policy outlines the responsibilities of employees, supervisors and managers with regard to drug and alcohol testing of employees in safety-sensitive positions in accordance with U.S. Department of Transportation regulations, issued under the Omnibus Transportation Employee Testing Act of 1991.

Policy Statement

It is the policy of the County to comply fully with the regulations mandating pre-use, random, reasonable suspicion and post-accident drug and alcohol testing in accordance with regulations issued by the U.S. Department of Transportation. This policy applies to employees whose job requires them to obtain and retain a Commercial Drivers License (CDL) and operate a Commercial Motor Vehicle (CMV) and/or perform safety-sensitive functions.

Designated Employee Representative:

Human Resource Generalist II

Servicing the Departments of Infrastructure, Unified Road Systems and Fleet Services.

512-943-1533, humanresources@wilco.org

Definitions

Performing a Safety-Sensitive Function: Any period in which the employee is actually performing, ready to perform, or immediately able to perform any safety-sensitive functions.

Safety-Sensitive Function: Any of the on-duty functions set forth in 49 CFR 395.2, and on-duty time.

On Duty Time: All the time from the time a driver begins work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. On-duty time shall include:

- All time at the County or shipper plant, terminal, facility, or other property of the County or shipper, or on public property, waiting to be dispatch, unless the driver has been relieved from duty by the County.
- All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle.
- All time, other than driving time, spent on or in a commercial motor vehicle.
- All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time spent performing the driver requirements associated with an accident.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- All time spent providing a breath sample or urine specimen, including travel time to and from the collections site, to comply with the random, reasonable suspicion, post-accident, or follow up testing required by 49 CFR 385.2.
- Performing any other work in the capacity, employ, or service of the County.
- Performing any compensated work for a person who is not the County.

DOT Regulated Drug & Alcohol Testing

Prohibited Conduct

Alcohol Concentration

No employee shall report for duty or remain on duty requiring the performance of a safety-sensitive functions while having an alcohol concentration of 0.02 or greater, or perform or continue to perform safety-sensitive functions.

On-Duty Use

No employee shall use alcohol while performing safety-sensitive functions.

Pre-Duty Use

No employee shall perform safety-sensitive functions within four hours after using alcohol.

Use following an accident

No employee required to take a post accident alcohol test, shall use alcohol for eight hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first.

Refusal to Submit a Required Alcohol or Controlled Substance Test

No applicant shall refuse to submit to a pre-employment controlled substance test required under 382.301. No employee shall refuse to submit to a post accident alcohol or controlled substance test required under 382.303, a random alcohol or controlled substances test under 382.305, a reasonable suspicion alcohol or controlled substance test required under 382.307, a return-to-duty alcohol or controlled substances test required under 382.309, or a follow -up alcohol or controlled substance test required under 382.311. No employee shall perform or continue to perform safety-sensitive functions, who refuses to submit to such tests.

Controlled Substance Use

No employee shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drugs or substances identified in 21 CFR 1308.11 Schedule I.

No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-schedule I drug or substance that is identified in the other schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 382.107, who is familiar with the employees medical history and has advised the driver that the substance will not adversely affect the employees ability to safely operate a commercial motor vehicle. Employees that perform safety-sensitive functions are required to inform Human Resources of any therapeutic drug use.

Controlled Substance Testing

No employee shall report for duty, remain on duty or perform a safety-sensitive function, if the employee tests positive or has adulterated or substituted a test specimen for controlled substances.

Employee violations of prohibited conduct are not authorized by Williamson County to operate a commercial motor vehicle or perform any safety-sensitive functions.

DOT Regulated Drug & Alcohol Testing

Circumstances for Testing

Types of Tests: To the extent practicable, all tests will be conducted during employees' normally scheduled work hours. All testing required by this policy will be conducted in accordance with the Omnibus Transportation Employee Testing Act of 1991 and drug testing guidelines and regulations issued by the Department of Transportation. The following tests are performed by 3rd party medical personnel and are required:

- **Pre-employment:** All applicants with a bona-fide job offer for employment in CDL positions or that perform safety-sensitive functions, candidates for transfer or promotion to such positions are subject to screening for improper use of alcohol or controlled substances.
- **Post-Accident.** Conducted following an occurrence involving a County owned commercial motor vehicle, while performing a safety–sensitive function, whose performance could have contributed to the accident, as determined by a citation for a moving traffic violation, or resulted in bodily injury to any person, or disables one or more motor vehicles as a result of the accident, and for all fatal accidents even if the driver is not cited for a moving traffic violation. Employee must remain available for such testing or will be deemed a refusal.
    - Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours, after the accident.
    - Any Employee required to be tested but needs medical assistance, must get the needed medical assistance first.
    - CDL employees must refrain from all alcohol use until the test is complete.
    - Post-accident drug tests must be conducted within 32 hours.
    - Employee is placed on paid administrative leave until the results are confirmed.
- **Reasonable Suspicion.** Conducted when a trained supervisor or manager observes behavior or appearance that is characteristic of alcohol or illicit drug misuse.
    - If a CDL employee's behavior or appearance suggests alcohol or drug misuse, a reasonable suspicion test must be conducted.
    - If a test cannot be administered, the employee must be removed from performing safety-sensitive duties for at least 24 hours.
    - Testing for alcohol abuse must be based upon suspicion which arises just before, during or just after the time when the employee is performing safety-sensitive duties.
    - Testing for substance abuse may occur at any time upon suspicion.
    - Reasonable suspicion testing may only be conducted after consultation with the Senior Director of Human Resources and/or DER.
- **Random**: Conducted on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for drugs.
    - Each year, the number of random alcohol tests conducted by the County must equal at least 25% of all the safety-sensitive CDL employees.
    - Random drug tests conducted by the County must equal at least 50% of all employees that require a CDL or perform safety-sensitive functions.
- **Return to Duty:** Conducted when an individual who has violated the prohibited alcohol or drug standards returns to performing safety-sensitive duties after successful complying with the recommended treatment and education, verified by the 3rd party substance abuse professional (SAP).
    - The Sap will develop the employees follow-up testing plan; outlining for the County the number and frequency of follow-up testing that will take place. Follow-up tests are random within the follow up period.
    - Must test negative for Drug and Alcohol prior to returning to duty.
    - Follow-up testing may be extended for up to sixty (60) months following the return to duty, determined by the SAP.

DOT Regulated Drug & Alcohol Testing

Testing Procedures

- **Alcohol:** DOT rules require breath testing using evidential breath testing (EBT) devices.
    - Two breath tests are required to determine if a person has a prohibited alcohol concentration.
    - A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. Therefore, any result with a 0.02 alcohol concentration or greater is considered a "positive" test. If the alcohol concentration is 0.02 or greater, a second, confirmation test must be conducted.
- **Drugs:** Drug testing is conducted by analyzing a employee's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility, which may conduct onsite collections.
    - Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.

    DOT rules require a split specimen procedure.

    - Each urine specimen is subdivided into two bottles labeled as primary and split.
    - Both bottles are sent to the laboratory.
    - Only the primary specimen is opened and used for the urinalysis.
    - The split specimen remains sealed at the laboratory.
    - If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

    All urine specimens are currently analyzed for the following drugs:

    Marijuana (THC), Amphetamines, Opioids, Phencyclidine (PCP) and Cocaine.

Testing is conducted using a two-stage process.

- First, a screening test is performed.
- If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug.
- Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a 3rd party physician designated as a Medical Review Officer (MRO) before they are reported to the County.

- If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen.
- For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. The MRO will take into consideration when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- If the MRO determines that the drug use is legitimate, the test will be reported to the Designated Employer Representative and the Senior Director of Human Resources as a negative result.
- Failure to cooperate with MRO requests will be considered a positive result.

DOT Regulated Drug & Alcohol Testing

Refusal to Submit to an Alcohol or Drug Test

Refusal to submit to an alcohol or controlled substances test means that a CDL employee:

- Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy.
- Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this policy.
- Refuses to wash his or her hands after being directed to do so during collection of a urine sample.
- Admits to the collector of a urine sample that he or she has adulterated or substituted their specimen.
- An observed collection of a urine sample, fails to follow the observer's instructions to raise his or her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if he or she has any type of prosthetic or other device that could be used to interfere with the collection process.
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- Behaves in a confrontational way that disrupts the collection process or otherwise engages in conduct that clearly obstructs the testing process.

The examples above are not all inclusive as there are other acts and circumstances that may be deemed as a refusal under Part 40 and DOT regulations. Refusal to test is considered a positive result. Employees who refuse to submit to an alcohol or drug test are prohibited from performing safety-sensitive functions and will be placed on unpaid administrative leave.

Consequences of Alcohol/Drug Misuse and Refusals

Employees who perform safety-sensitive function that violate any of the prohibited conduct under the DOT Regulated Drug & Alcohol Testing policy or violates any other provisions of the DOT testing rules, the employee will be immediately removed from performing such duties.

- Disciplinary action, up to and including termination, may be imposed upon an employee who performs safety-sensitive functions that engages in prohibited alcohol or drug conduct or refuses to test.
    - A positive post-accident alcohol or drug test will result in termination.
    - The first time an employee alcohol test result is 0.02 or greater, but less than 0.04 will be placed on unpaid administrative leave for a minimum of 24 hours.
    - A second alcohol test with a result of 0.02 or greater, but less than 0.04 must be evaluated by a DOT approved substance abuse professional, and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
- The first time a safety-sensitive employee tests positive for alcohol use greater than 0.04 or drug use, or refuses to test, and is not terminated, they must be evaluated by an DOT approved substance abuse professional (SAP), and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
    - If this employee has agreed to participate in the SAP program and Return–to-Duty testing, he/she will be placed on unpaid administrative leave, unless FMLA qualifications are met, until the SAP program has been deemed successfully completed by the substance abuse professional.
    - After successfully completing the SAP requirements, the employee may be eligible to return to work.
    - If this employee tests positive for alcohol greater than 0.02 or drug use, a second time during the return to duty testing or after successful completion of the SAP/Return to Duty program, will be terminated.

DOT Regulated Drug & Alcohol Testing

Information/Training

- All personnel responsible for supervising and managing CDL employees must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.
    - Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy.
- Educational information will be made available on Wilco 365 which will focus on the potentially dangerous effects of drug and alcohol use and abuse, the effects on job performance measured in loss of productivity, and the potential safety hazards presented to the individual employee, other employees and the public.

Employee Assistance Program

- All employees have access to Williamson County's EAP where they may receive assistance for alcohol or drug misuse.

This Policy is a summary of the various rules and requirements that apply under the DOT and Federal Motor Carrier Act to certain employees. In all circumstances the applicable federal rules and regulations, as they may appear from time to time, control over any contrary, ambiguous, or omission related to the County Policy. Employees with questions about any issues related to the County's Policy or applicable rules should consult with the Designated Employer Representative or the Senior Director of Human Resources.

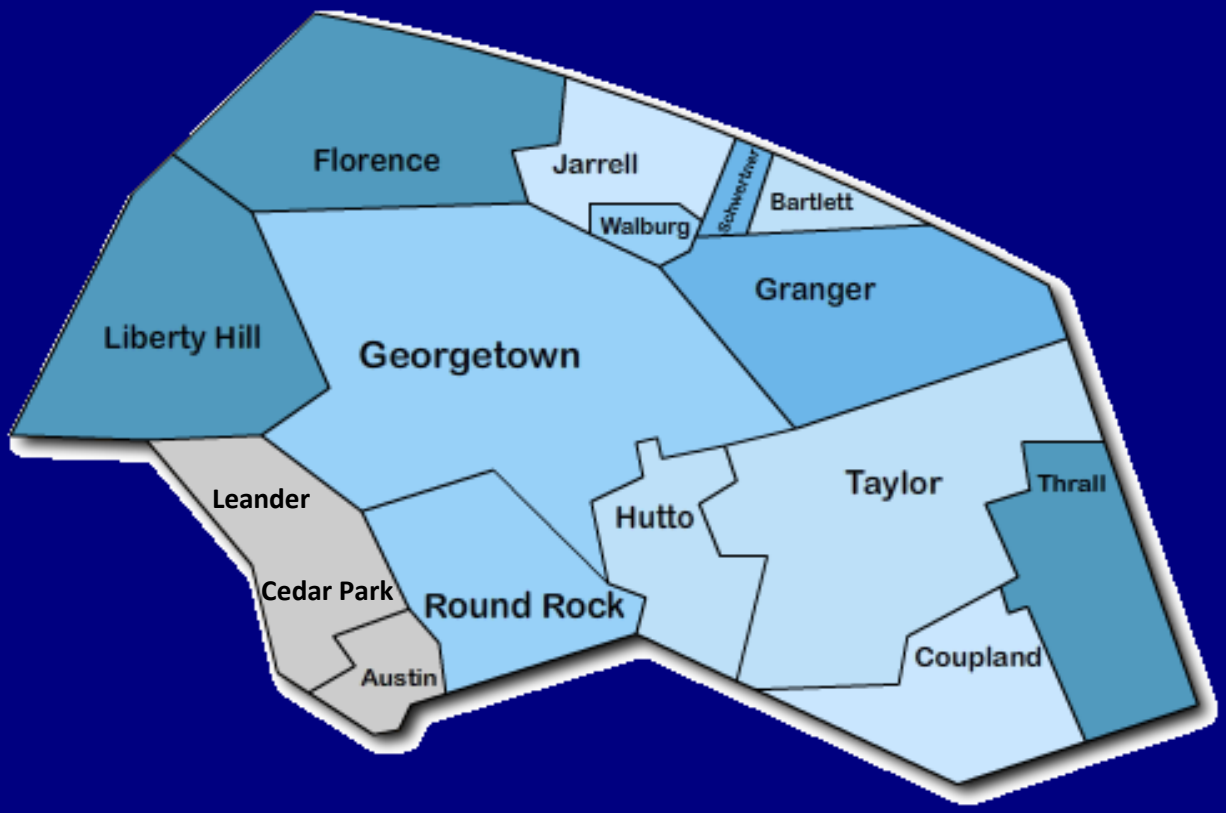
For additional policy information contact the Human Resources Department or visit the policy center.

100 Wilco Way Suite HR101

Georgetown, TX 78626

512-943-1533

HUMAN RESOURCES



Commissioners Court - Regular Session **33.**

Meeting Date: 04/13/2021

USERRA

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 approving a new concept to provide departments with long term staffing support while current employees are on approved leave under the Uniformed Services Employment and Reemployment Rights act (USERRA).

Background

The proposal is to provide duplicate positions in Non-Departmental to mirror the current employee's job. Position would be held for current employee on leave, and they would reinstate upon their return. The Court may determine the applicant notification process. This would only be for long term absences, as anything under 6 months could be covered in office or with the possibility of temp. funding. There is a current long term need in two offices. No funding would be requested at this time, but 15 days of funding for each slot shall be requested during the annual budget process top be paid October1st.

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	04/08/2021 09:12 AM

Form Started By: Rebecca Clemons Started On: 04/06/2021 01:14 PM

Final Approval Date: 04/08/2021

Commissioners Court - Regular Session **34.**

Meeting Date: 04/13/2021

Award RFP T2795 Juvenile Justice Center RTU

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP T2795 Juvenile Justice Center RTU Replacement to Tradesman Services, Ltd and authorizing the execution of the agreement.

Background

The Purchasing Department solicited suppliers to remove & repair the existing Rooftop HVAC Units on the Williamson County Juvenile Justice Center, along with all associated electrical, plumbing & building automation controls related items. Eleven (11) suppliers participated in the RFP with three (3) submitting offers. One (1) submittal was deemed unresponsive. The amount resulting through negotiations and Best and Final Offer (BAFO) is $1,846,503.00. Angel Gomez is the point of contact. Funding source is P533.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement

Scoresheet

Best and Final Offer

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/08/2021 08:27 AM
County Judge Exec Asst.	Andrea Schiele	04/08/2021 09:14 AM
Form Started By: Johnny Grimaldo		Started On: 04/07/2021 08:53 AM
Final Approval Date: 04/08/2021		

CONTRACT FOR GENERAL CONSTRUCTION

PROJECT: **JJC RTU Replacement** ("Project")

GENERAL CONTRACTOR: **Tradesman Services LTD.** ("GC")
Josh Haldenstein, Partner/Operations Manager
3573 Beheler Road
El Mott, TX 76640

ARCHITECT& ENGINEERS: **Reliance Architecture, LLC** ("A/E")
Antonio Naylor, President/Principal
1306 Barrington Drive
Austin, TX 78753

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

THIS CONTRACT FOR GENERAL CONSTRUCTION ("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 body corporate and politic under the laws of the State of Texas ("County") and GC.

R E C I T A L S

WHEREAS, County desires to retain a GC for the **Juvenile Justice Center ("JJC") Rooftop Unit ("RTU") Replacement** (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the

Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in 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, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
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, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent" and "General Contractor," "Contractor," or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES
GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC'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.

2.3 GENERAL CONDITIONS

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1

County shall provide a Notice to Proceed in which a date for commencement of the work shall be started. GC shall achieve Substantial Completion of the Work within **One-Hundred and Sixty (160) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **Thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES

GC 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 GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC 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. The exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1

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

3.2.2

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC 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.

3.2.3

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 GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

3.2.4

The parties also recognize the uniqueness of the facility being a juvenile holding facility that houses a population of juveniles that changes daily and, due to such unique situation, the County will sustain extensive damages and serious loss as a result of GC's failure to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time and that the exact amount of such damages will be extremely difficult to

ascertain under this unique situation.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **[One million eight hundred forty-three thousand and five hundred three] Dollars ($ [1,843,503.00])**.

5.1.1 Base Bid:

LENNOX RTU'S AS SCHEDULED	=	$	1,150,000.00
Base Bid Total	=	$	**1,150,000.00**

5.1.2 Bid Alternates:

Bid Alternate 02	=	$	8,890.00
Bid Alternate 03A	=	$	11,420.00
Bid Alternate 04A	=	$	55,190.00
Bid Alternate 04B	=	$	96,117.00
Bid Alternate 04C	=	$	106,101.00
Bid Alternate 04D	=	$	81,075.00
Bid Alternate 04E	=	$	108,312.00
Mechanical Units Applied 04A-04E	=	$	23,000.00
Bid Alternate 05A	=	$	139,150.00
Bid Alternate 05B	=	$	2,616.00
Bid Alternate 06	=	$	61,632.00
Alternate Bid Total	=	$	**693,503,00**

5.1.3 Total
One million eight hundred forty-three thousand and five hundred three Dollars ($ 1,843,503.00).

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.3.1
For Work performed directly by GC with its Own Employees: GC may add up to **15%** for Work performed directly by GC for any specific change.

5.3.2
For Managing Subcontracted Work: GC may add up to **10 %)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed

only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
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 GC 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 GC 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.

GC's Designated Representative for purposes of this Contract is as follows:

Tradesman Services LTD. ("GC")
Josh Haldenstein, Partner/Operations Manager
3573 Beheler Road
El Mott, TX 76640

GC shall have the right, from time to time, to change GC'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 GC under this Contract, GC'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 GC's Designated Representative on behalf of GC 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 GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

ARTICLE 7
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 GC 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 78641 / 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

GC: **Tradesman Services LTD. ("GC")**
Josh Haldenstein, Partner/Operations Manager
3573 Beheler Road
El Mott, TX 76640

Attention: **Josh Haldenstein,**
Partner/Operations Manager

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

ARTICLE 8
DISPUTE RESOLUTION

8.1
Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in this **Article 15 of the UGCs**.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 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.

9.4 ASSIGNMENT
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1
GC 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.

ARTICLE 10
SCOPE OF THE CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC 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 GC.

10.2
The following documents comprise this Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
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

10.3
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) the Contract between County and GC; (2) the Special Conditions or Supplementary Conditions (if any); (3) Williamson County Uniform General Conditions; (4) all addenda issued prior to the Effective Date of the Contract between County and GC; and (5) the Construction Documents.

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC 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, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
Tradesman Services, LTD

By: _____
Signature

John Haldenstein
Printed Name

CEO
Title

Date Signed: 04/05/2021

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

Exhibit A

CONSTRUCTION DOCUMENTS

Construction Drawing & Specifications,
prepared by Reliance Architecture, LLC – dated 10/23/2020

Architect's Addendum No. 1 - Dated 1/27/21

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	**$ 500,000** per Accident
Bodily Injury by Disease	**$ 500,000** per Employee
	$ 500,000 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 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 Contractor'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 Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

C. Contractor 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 Contractor's bid bond.

D. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.

E. Contractor 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 Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

F. Contractor shall retain all required certificates of coverage for the duration of the Project and for **one (1) year** thereafter.

G. Contractor shall notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

H. Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of **Texas Labor Code, 401.011(44)** for all of its employees providing services on the Project, for the duration of the Project;

(2) provide to Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

(3) provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to Contractor:
- **a.** a certificate of coverage, prior to the other person beginning work on the Project; and
- **b.** a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for **one (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, Contractor is representing to County that all employees of Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles County to declare the Contract void if Contractor 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, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

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 Contractor'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. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor 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 Contractor'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 shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

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 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. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2
The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3
The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4
Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the

Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1
Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.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 ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **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) 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. The parties also recognize the uniqueness of the facility being a juvenile holding facility that houses a population of juveniles that changes daily and, due to such unique situation, the County will sustain extensive damages and serious loss as a result of GC's failure to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time and that the exact amount of such damages will be extremely difficult to ascertain under this unique situation.

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**.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or

implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8
The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect.

When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9
Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10
When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK
If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME
TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED
Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE
Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete

the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2

Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1

Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2

When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3
Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph 8.5.2.2.D** and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY
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 **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2
Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3
The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an

Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

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

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

9.4 CERTIFICATES FOR PAYMENT

9.4.1
The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2
The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or

continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1
The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1
The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized

by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2
Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3
Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1
Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2
Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required **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 shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **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 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 provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be

adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4
The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1
Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included

in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1
The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2
A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4
Warranty Bond. Prior to final payment, Contractor shall provide Owner with a Warranty Bond in the sum of **ten percent (10%)** of the Contract Sum or **ten percent (10%)** of the GMP for Construction Manager-At-Risk Contracts for the entire warranty period for **eighteen (18) months** from final completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10
Claims on Payment Bonds. Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with **Texas Government Code, §2253.041**. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11
Payment Claims when Payment Bond not Required. When the value of the Contract between Owner and the Contractor is less than **twenty-five thousand dollars ($25,000)**, claimants and their rights are governed by **Texas Property Code, §53.231-239**. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under 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 10.1.3 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 Architect; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **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.

RFP T2795 Juvenile Justice Center RTU 02.11.2021				
	Max Points	**STR Constructors LLC**	**Tradesman Services LTD**	**Texas Chiller Systems ***
Prior Experience with Wilco New Vendors with Wilco will be given 1/2 the Item points. Prior Vendors will be graded on their past preformances	**30**	22	21	0
Proposed Staff	**15**	13	11	0
Proposed Project Mgr = 10 pts		*8*	*8*	
Proposed Project Supt = 5 pts		*5*	*3*	
References	**10**	10	4	0
Price	**25**	20.2 $ 2,303,800.00	25 $ 1,861,168.00	0
Schedule (time in cal days)	**20**	**15.0**	**20**	0
days		238	**160**	
TOTAL	**100**	80.2	81.0	0

** Non Responsive submittal*



Column1	Column2	Column4
Bid Items	**Additional Descriptions**	**BID in FIGURES**
<u>BASE BID:</u> (LENNOX RTU'S AS SCHEDULED or Equal)		**$ 1,150,000.00**
	A. REPLACE ALL ROOF TOP UNITS (RTU'S) MARKED BASE BID APPROXIMATELY 52 UNITS. PROVIDE NEW EQUIPMENT TO MATCH EXISTING CURBS WHEN POSSIBLE OR PROVIDE WITH CURB ADAPTERS AS REQUIRED.	
	B. PROVIDE BIPOLAR IONIZATION UNITS ON ALL RTU'S	
	C. FOR UNITS BEING REPLACED, REPLACE GAS PIPING FROM SHUT-OFF VALVE AT UNIT PER DETAIL ONLY. (APPROXIMATELY LAST 5FT - 10FT OF PIPE). ALL OTHER EXISTING GAS PIPING AND SUPPORTS TO REMAIN AS IS. TEST / CLEAN / REUSE EXISTING GAS REGULATORS	
	D. FOR UNITS BEING REPLACED REPLACE CONDENSATE PIPING TO JUST PAST UNIT TRAP OR TO CLOSEST CONNECTION POINT TO EXISTING PIPING, WHICHEVER IS FARTHER. ALL OTHER EXISTING CONDENSATE PIPING IS TO REMAIN AS IS.	
	E. EXISTING EXHAUST FANS TO REMAIN UNLESS OTHERWISE NOTED.	
	F. KITCHEN HOOD SUPPLY/EXHAUST FANS AND COOLER/FREEZERS AND CONDENSING UNIT EXISTING TO REMAIN.	
	G. MDF ROOM: MODIFY DUCTWORK AND AIR DEVICES AS SHOWN IN CONJUNCTION WITH REPLACEMENT RTU-1P IN MDF ROOM.	

	H. CONTRACTOR TO REPLACE EXISTING BAS CONTROL SYSTEM FOR ENTIRE CAMPUS WITH NEW UPGRADED ALC SYSTEM WITH CONTROL VERSION AND GRAPHICS TO MATCH OUTSIDE AIR UNITS COUNTIES CURRENT REQUIREMENTS. PROVIDE NEW CONTROLS FOR ALL ROOFTOP UNITS, FANS CURRENTLY CONTROLLED OF BAS AS DESCRIBED IN CONTROL SPECIFICATIONS AND TEMPERATURE MONITORING OF FREEZER/COOLER.
	I. FIRE ALARM: REFERENCE FIRE ALARM SCOPE BOX: REPLACE ALL EXISTING DUCT DETECTORS. ADD CO DETECTION TO FIRE ALARM SYSTEMS FOR ALL AREAS SERVED BY UNITS WITH GAS HEAT.
	J. ROOF AREAS LOOSELY CORRELATE WITH EXISTING FLOORPLAN SECTION DRAWINGS
	K. INTAKE AREA, KITCHEN AND CAFETERIAS TO HAVE DOWNTIME MINIMIZED
	L. WORK MUST FOLLOW SEQUENCE
	M. ONLY 1 GYM UNITCAN BE DOWN AT ONE TIME
	N. REFERENCE ARCHITECTURAL PHASING PLANS FOR ADDITIONAL JOB TIMING AND PHASING PARAMETERS
	O. MAJOR EQUIPMENT SUBMITTALS ARE DUE WITHIN 7 DAYS OF BID.
	P. MAP WITH SUGGESTED CRANE LOCATIONS FOR REVIEW ARE DUE WITHIN 7 DAYS OF BID.
	Q. REVEGETATION MUST OCCUR AT ANY DISTURBED AREAS.
	R. PROVIDE UNIT LEVEL TEST AND BALANCING.

BID ALTERNATES:

BID ALTERNATE 01: PROVIDE ADD/DEDUCT PRICE TO BASE SCOPE WITH TRANE RTU'S, or equal.	**ADD / DEDUCT** Not Using Trane

BID ALTERNATE 02: PROVIDE COMPLETE NEW 5 TON, 2 STAGE UPFLOW SPLIT SYSTEM COOLING ONLY UNIT FOR MDF ROOM BACK A/C UNIT.		$	**8,890.00**
BID ALTERNATE 03: REPLACE 1 ADDITIONAL AAON - RTU-1J, NOTED IN RTU SCHEDULE WITH ACCESSORIES / NOTE 22 ON SHEET MEP1.1.			
	BID ALTERNATE 03A: LENNOX or equal	$	**11,420.00**
	BID ALTERNATE 03B: TRANE or equal	**Not Using Trane**	
BID ALTERNATE 04: CONTRACTOR TO PROVIDE AND INSTALL NEW VALENT OUTSIDE AIR UNITS AS SCHEDULED INCLUDING CURB ADAPTERS AS REQUIRED. PROVIDE PRICE FOR EACH UNIT BY UNIT DESIGNATION AS LISTED SEPARATELY BELOW FOR THE OWNER'S CONSIDERATION.			
	BID ALTERNATE 04A: MAU-2A	$	**55,190.00**
	BID ALTERNATE 04B: MAU-3A	$	**96,117.00**
	BID ALTERNATE 04C: MAU-4A	$	**106,101.00**
	BID ALTERNATE 04D: MAU-5A	$	**81,075.00**
	BID ALTERNATE 04E: MAU-6A	$	**108,312.00**
BID ALTERNATE 05: CONTRACTOR TO PROVIDE AND INSTALL CURB EXTENSION FOR ALL NEW RTU'S TO ENABLE FUTURE ROOF REPLACEMENT WITHOUT LIFTING RTU'S IN THE FUTURE. REFERENCE CURB EXTENSION DETAIL ON PLANS.			
	BID ALTERNATE 05A: FOR CURB EXTENSION AT ALL MECHANCIAL UNITS AS PART OF THE BASE BID REPLACEMENT.	$	**139,150.00**

	BID ALTERNATE 05B: FOR CURB EXTENSION AT MECHANCIAL UNIT AS PART OF THE BID ALTERNATE 03 REPLACEMENT.	$	**2,616.00**
	BID ALTERNATE 05C: FOR CURB EXTENSION AT ALL MECHANCIAL UNITS AS PART OF THE BID ALTERNATE 04 REPLACEMENT. (PRICE PER UNIT TO APPLIED INDIVIDUALLY FOR BID ALTERNATE 04A - 04E AS APPROVED BY OWNER)	$	**4,600.00**
BID ALTERNATE 06: CONTRACTOR TO ADD ACCESSORY16 ON RTU SCHEDULE, SHEET MEP1.1 HOT GAS REHEAT, AND ADD CONTROLS AS REQUIRED TO ALL RTU'S 2.5 TONS AND LARGER FOR RTU'S NOT ALREADY SCHEDULED TO HAVE THIS DEHUMIDIFICATION ACCESSORY.		$	**61,632.00**
CONTRACT TIME: PROVIDE PROPOSED NUMBER OF CALENDAR DAYS OF CONTRACT TIME FOR THE PROJECT	**Note: Proposed Time to include Mobilization; Submittal Prep, Review & Approvals; Fabrication & Delivery; Construction Installation, Automatic Buidling Controls; and any other necessary project tasks for a fully substantially completed project. Close Out Documents & Punch List will be handled within the 30 calendars that follow**		**160 Days**
	Area 6 to be completed over 1 weekend.		2 Weeks
	Area 5 to be completed over 1 weekend		2 weeks
			10 Weeks
			1 Week
			3 Weeks
			3 weeks
	Total for LENNOX & VALENT with All Alternates.	$	**1,843,503.00**

Column5
BID in WORDS
One Million, one hundred fifty thousand, and 00 cents.





Calendar days from NTP to Subst Completion

Submittal Prep/Pre-construction verification of existing curbs

Submittal Review

VALENT Lead Time

Equipment delivery & staging

Unit replacements(Remove old units and new units back up and running)

Additional time for ALC/TAB

This Saves $36,065.00 from the original bid submission.

Commissioners Court - Regular Session **35.**

Meeting Date: 04/13/2021

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	03/17/2021 04:12 PM
Form Started By: Vicky Edwards		Started On: 03/17/2021 01:33 PM
Final Approval Date: 03/17/2021		

Commissioners Court - Regular Session **36.**

Meeting Date: 04/13/2021

Emergency Towing Services

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying Purchase Order #177330 for emergency towing services provided by S.A.S. Truck & Trailer, LLC in the amount of $9,922.50 and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).

Background

This wrecker was called to the scene of an accident, and is not our normal heavy truck wrecker service. Per direction from the Auditor's Office this will be paid out of Road and Bridge Funding Source: 01.0200.0210.004541: Vehicle Maint & Repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

invoice and support email

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	04/08/2021 11:31 AM
County Judge Exec Asst.	Andrea Schiele	04/08/2021 11:35 AM
Form Started By: Kerstin Hancock		Started On: 04/08/2021 09:49 AM
Final Approval Date: 04/08/2021		

S.A.S. Truck & Trailer, LLC

600 S Hangar Dr Ste. 300, Georgetown Texas (TX) 78628
Phone: (512) 943-2778 | Fax: (512) 233-0880

UMS2104

Invoice

Call #	11921
Tow Reason	Accident
Driver	Lee Giampietro - TDLR IM 26086
Driver	Justin Neusaenger- TDLR IM 51704
Driver	Michael Whitney
Driver	Michael Whitney, Jr.
Truck	#16_2019 KW_25T_VIN:KJ370419 (The Duke)
Truck	#1_2016_PB_FB_VIN:GM348712 (Carrier)
Truck TDLR#	TDLR0006472794017IM
Truck	HH1_ 2016_Mack Titan_VIN:GM001766
Truck	2019_FORD_F250_ VIN:KEF01957(SWR)
Date/Time Requested	4/1/2021 @ 7:58 AM

Bill To	Willimson County Road & Bridge Division 3151 S. E. Inner Loop, Suite B, Georgetown, Texas 78626 TX 78626
Authorized by	Williamson County Sheriff Department 508 S ROCK ST , GEORGETOWN TX 78626 Phone: (512) 943-1300
Tow From	5510 SH-29, Georgetown, 78626, TX
Tow To	3151 Southeast Inner Loop, Georgetown, TX, USA

Notes

WCSO requested a large wrecker for an overturned commercial vehicle. Vehicle was "wheels-ups" on its roof and weighing approximately 60,000 lbs., loaded with 13 tons of cement powder. The casualty was positioned in a ditch approx. 4 feet below road-level with its nose facing away from the road (see attached pictures). Given the casualty's weight and position- it was decided another large wrecker would be necessary to perform a safe and controlled up-right/recovery. S.A.S did not have another large wrecker available, neither did Bohanan Towing, so the assistance of Cedar Park Wrecker ("CPW") was secured by S.A.S. During the interim while waiting for CPW, S.A.S cut up and removed damaged guardrail, picked up debris, removed casualty's batteries, deployed absorbent pads to capture small hydraulic fluid leak, removed drive-line, deployed traffic control, etc. Upon CPW's arrival – CPW positioned their truck in the ditch center with casualty; S.A.S centered its truck up on the roadway centered with casualty. CPW's truck was utilized for lift and catch; S.A.S truck was utilized for upright and hold. Once the unit was upright – S.A.S held unit (to prevent from rolling back over again) while CPW repositioned their truck to the opposite side of roadway facing the rear of the causality to winch casualty out of the ditch up onto roadway. Once Unit was up on the roadway, the unit was repositioned into a single lane to allow backed up traffic to be released. In efforts to mitigate secondary damage and to prevent any additional delay- S.A.S choose to put the casualty on a lowboy trailer versus towing it (multiple blown tires, shifted suspension, top heavy, load shifted, unknown possible integrity issues, etc.,); therefore, the casualty was pushed up onto lowboy with a large wrecker and tied down. CPW large wrecker and S.A.S lowboy transported casualty to Wilco Road & Bridge yard on NE Inner Loop. CPW large wrecker was used to unload casualty from lowboy at drop. After causality left the scene S.A.S utilized a skid steer to remove large debris items (chunks of concrete, soiled dirt, guardrail pieces, broken posts, etc.) into roll off dumpster, and remediate accident scene. Before leaving the scene S.A.S confirmed with TxDOT worker onsite- the scene was cleaned up to his approval.

Year	Make	Model	Color	VIN	Plate	Odometer	Unit Number
2021	Freightliner	114SD	White	3ALHG3DV4MDMM7518	1426465 TX	-	-

Charge Description	Quantity	Price	Line Total
WILCO HD - CALL OUT FEE	1	$800.00	$800.00
WILCO HD - WINCHING, TOW, OR WAIT-TIME HRLY	4	$300.00	$1,200.00
WILCO MD - LARGE SLIDE TRUCK (Transport Skid Steer)	1	$500.00	$500.00
WILCO - SKID STEER MACHINE - HRLY	4	$175.00	$700.00
WILCO - HAUL TRUCK W/LOWBOY CALL OUT	1	$800.00	$800.00
WILCO - HAUL TRUCK W/LOWBOY - HRLY	4	$300.00	$1,200.00
MISC. RESPONSE TRUCK - HRLY	4	$175.00	$700.00
MISC. ROLL OFF DUMPSTER - FLAT RATE	1	$625.00	$625.00
MISC. LANDFILL RUN W/DUMPSTER	1	$400.00	$400.00
MISC. LANDFILL DUMP FEE	1	$285.00	$285.00
MISC - SUB-CONTRACTED SERVICES	1	$2,712.50	$2,712.50
		Grand Total	**$9,922.50**
		Amount Due:	**$9,922.50**

PAYMENT DUE UPON RECEIPT

Signature: _____

View photos for this tow online at http://app.towbook.com/PublicAccess/Invoice2.aspx?id=87741223&sc=7123db6fd1

Created with Towbook Management Software | www.towbook.com

Created with Towbook Management Software | www.towbook.com



Photo taken: 4/1/2021 8:09 AM



Photo taken: 4/1/2021 11:21 AM



Photo taken: 4/1/2021 11:21 AM



Photo taken: 4/5/2021 9:09 AM



Photo taken: 4/5/2021 9:09 AM



Photo taken: 4/5/2021 9:10 AM



Photo taken: 4/5/2021 9:10 AM



Photo taken: 4/5/2021 9:10 AM



Photo taken: 4/5/2021 9:10 AM

From: Daribel Texidor
To: Kerstin Hancock
Subject: FW: UMS2104
Date: Tuesday, April 6, 2021 9:48:14 AM
Attachments: Fleet_20210405_104524.pdf
Fleet_20210406_092123.pdf

Hi Kerstin,

Is it possible to use the Purchasing card for this transaction?

Thank you,

Daribel Texidor
Department of Infrastructure
3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Main Line: (512) 943-3330
Direct Line: (512) 943-3353

-----Original Message-----
From: Kevin Teller <kevin.teller@wilco.org>
Sent: Tuesday, April 6, 2021 9:46 AM
To: Kerstin Hancock <khancock@wilco.org>; Daribel Texidor <dtexidor@wilco.org>
Cc: Julie Kiley <jkiley@wilco.org>; Malea Schmitt <Malea.schmitt@wilco.org>; Shea Webb <shea.webb@wilco.org>
Subject: FW: UMS2104

Good Morning All,

Attached is the tow bill invoice from an accident that happened last Thursday on one of the Road & Bridge vehicles. (UMS2104)

Daribel & Kerstin,
Per direction from Julie, Road and Bridge is to pay this invoice and code it to line item 4541: Vehicle Maint & Repairs.
The tow company is not set up in Oracle from what I found, therefore most likely will need to be paid with P-card.
The vendor is SAS Heavy Haul.
The contact is Jeremy McClintock, phone number 512-680-8088, he is the owner.
Email on his business card is sasheavyhaul@gmail.com, please see the second attachment.

This wrecker was called to the scene of the accident, and is not our normal heavy truck wrecker service.

Please let me know if you have any questions.

Thank you for your time,

Kevin Teller
Director of Fleet Services
Williamson County
512-943-3368
kevin.teller@wilco.org

Commissioners Court - Regular Session **37.**

Meeting Date: 04/13/2021

Traffic Eng On-Call ATG Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 1 to the On-Call Traffic Engineering Services contract between Williamson County and Alliance Transportation Group, Inc. relating to the 2019 Road Bond Program.
Project: As Needed Fund Source: Road Bonds

Background

Alliance Transportation Group, Inc. (ATG) Contract Amendment No. 1 amends Exhibit D Rate Schedule according to the CPI Rate Adjustment language shown in the master contract. A complete/updated rate schedule is attached to the amendment. No other changes are requested at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TrafficEngOnCall-ATG-ContractAmendment1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 11:38 AM
Form Started By: Marie Walters		Started On: 04/08/2021 10:29 AM
Final Approval Date: 04/08/2021		

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
2019 Road Bond Program "On-Call" Traffic Engineering Services ("Project")

THIS CONTRACT AMENDMENT NO. _1_ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 10, 2020 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $300,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

ENGINEER:

By: _____
Signature

Clinton Jumper, P.E., PTOE
Printed Name

Vice President
Title

3/29/2021
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

4/7/2021

Alliance Transportation Group

Labor Classification	Labor Rate	1.016 CPI Adjustment
Project Principal	$ 290	$ 294
Senior Project Manager	$ 274	$ 278
Project Manager	$ 248	$ 252
Senior Engineer	$ 213	$ 216
Project Engineer	$ 194	$ 197
Traffic Engineer	$ 162	$ 165
Engineer-in-Training	$ 125	$ 127
Senior Engineering Technician	$ 145	$ 147
Engineering Technician	$ 105	$ 107
Jr Engineering Technician	$ 65	$ 66
Project Administrator	$ 109	$ 111
Clerical	$ 86	$ 87
Planner I/II	$ 105	$ 107
Planner III	$ 135	$ 137
Travel Demand Modeler I/II	$ 140	$ 142
Travel Demand Modeler III	$ 180	$ 183
Sr Travel Demand Modeler/Planner	$ 213	$ 216

Cobb Fendley

Traffic Engineering		
Labor Classification	**Labor Rate**	**1.016 CPI Adjustment**
Senior Engineer V or Principal	$ 290	$ 295
Senior Engineer IV or Project Manager V	$ 270	$ 274
Senior Engineer III or Project Manager IV	$ 235	$ 239
Senior Engineer II or Project Manager III	$ 220	$ 224
Senior Engineer I or Project Manager II	$ 195	$ 198
Engineer III or Project Manager I	$ 170	$ 173
Engineer II	$ 150	$ 152
Engineer I	$ 125	$ 127
Graduate Engineer	$ 105	$ 107
Senior Technician III (GIS, Telecom, Utility, CAD Field)	$ 165	$ 168
Senior Technician II (GIS, Telecom, Utility, CAD Field)	$ 145	$ 147
Senior Technician I (GIS, Telecom, Utility, CAD Field)	$ 125	$ 127
Technician III (GIS, Telecom, Utility, CAD Field)	$ 100	$ 102
Technician II (GIS, Telecom, Utility, CAD Field)	$ 80	$ 81
Technician I (GIS, Telecom, Utility, CAD Field)	$ 60	$ 61
Construction Manager III	$ 280	$ 284
Construction Manager II	$ 230	$ 234
Construction Manager I	$ 185	$ 188
Construction Observer III	$ 155	$ 157
Construction Observer II	$ 130	$ 132
Construction Observer I Sr Right-of-Way Agent III or ROW Project Manager III	$ 250	$ 254
Sr Right-of-Way Agent II or ROW Project Manager II	$ 200	$ 203
Sr Right-of-Way Agent I or ROW Project Manager I	$ 180	$ 183
Right-of-Way Agent III or ROW Attorney	$ 160	$ 163
Right-of-Way Agent II	$ 140	$ 142
Right-of-Way Agent I	$ 110	$ 112
Right-of-Way Technician	$ 100	$ 102
Administrative	$ 105	$ 107
Clerical	$ 80	$ 81
Field Data Device	$ 40	$ 41

Subsurface Utility Engineering		
Labor Classification	**Labor Rate**	**1.016 CPI Adjustment**
Two-Man Designating Crew (4-Hour Minimum)	$ 170	$ 173
One-Man Designating Crew (4-Hour Minimum)	$ 110	$ 112
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	$ 315	$ 320
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 8000) (4-Hour Minimum)	$ 295	$ 300
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	$ 260	$ 264

Survey		
Labor Classification	**Labor Rate**	**1.016 CPI Adjustment**
Licensed State Land Surveyor	$ 235	$ 239
Senior Registered Professional Land Surveyor	$ 210	$ 213
Registered Professional Land Surveyor	$ 170	$ 173
4 Person Survey Crew	$ 190	$ 193
3 Person Survey Crew	$ 170	$ 173
2 Person Survey Crew	$ 145	$ 147
1 Person Survey Crew	$ 105	$ 107
2 Person Hy-Drone Crew	$ 340	$ 345
2 Person UAV Drone Crew	$ 235	$ 239
Helicopter Flight Crew Rotary Wing Aircraft (Includes Pilot and LiDAR Operator)	$ 2,500	$ 2,540
Helicopter Mobilization Rate - From Base South of Houston	$ 1,500	$ 1,524
LiDAR Mobile Mapping System, (Includes Vehicle Operator, LiDAR Technician mileage on project and fuel)	$ 6,150	$ 6,248

CJHensh		
Labor Classification	**Labor Rate**	**1.016 CPI Adjustment**
Administrative/Clerical	$ 52	$ 53
Support Manager 10+	$ 131	$ 133
Traffic Technician 5-15	$ 48	$ 49
Traffic Technician - Junior 1-5	$ 42	$ 43
Traffic Technician - Senior 15+	$ 59	$ 60

Surveying and Mapping

Labor Classification	Labor Rate	1.016 CPI Adjustment
Principal	$ 200	$ 203
Senior Project Manager	$ 175	$ 178
Project Manager	$ 150	$ 152
Senior Survey Technician	$ 110	$ 112
Survey Technician	$ 98	$ 100
Two (2) Person Survey Field Crew	$ 155	$ 157
Three (3) Person Survey Field Crew	$ 195	$ 198
Additional Rodperson, Chainperson, Flagperson	$ 30	$ 30
One (1) Person Survey Field Crew	$ 115	$ 117
Project Coordinator - Mobile LiDAR	$ 120	$ 122
Mobile LiDAR Processing Technician	$ 120	$ 122
Project Coordinator - AM	$ 120	$ 122
Certified Photogrammetrist	$ 125	$ 127
Analytical Triangulation Specialist	$ 110	$ 112
Aerial Mapping Technician	$ 98	$ 100
Orthophoto Specialist	$ 98	$ 100
Mapping Editor	$ 98	$ 100
Aerial Office Technician	$ 65	$ 66
Project Coordinator - AP	$ 120	$ 122
Aerial Processing Technician	$ 100	$ 102
Project Coordinator - FWAL	$ 120	$ 122
Airborne LiDAR Processing Technician	$ 100	$ 102
HAL Processing Technician	$ 98	$ 100
Project Coordinator - HAL	$ 120	$ 122
Helicopter Flight Crew Rotary Wing Aircraft	$ 205	$ 208
Helicopter LiDAR Processing Technician	$ 125	$ 127
Department Manager (SUE)	$ 200	$ 203
Sr. Project Manager (SUE)	$ 195	$ 198
Project Manager (SUE)	$ 177	$ 180
Senior Engineer (SUE)	$ 177	$ 180
Utility Coordinator	$ 125	$ 127
Senior Utility Coordinator	$ 165	$ 168
Utilities Field Inspector	$ 109	$ 111
Senior Utilities Field Inspector	$ 129	$ 131
Engineer in Training	$ 124	$ 126
Phase Manager (SUE)	$ 124	$ 126
Senior Office Technician (SUE)	$ 124	$ 126
Office Technician (SUE)	$ 102	$ 104
Administrative Assistant	$ 78	$ 79
Field Coordinator/ Field Supervisor	$ 150	$ 152
Three (3) Person SUE Locating Crew (W/Equipment)	$ 279	$ 283
Two (2) Person SUE Field Crew (W/Equipment)	$ 190	$ 193
One (1) Person SUE Designating Crew (W/Equipment)	$ 100	$ 102
Vac Crew Rate (includes 1 unit with 2-man crew)	$ 247	$ 251
Vac Crew Rate (overtime) (weekends, work exceeding 8 hours)	$ 265	$ 269

LJA

Labor Classification	Labor Rate	1.016 CPI Adjustment
Principal	$ 285	$ 290
Project Manager	$ 235	$ 239
Deputy Project Manager	$ 220	$ 224
Senior Technical Advisor	$ 205	$ 208
Quality Manager	$ 220	$ 224
Senior Engineer	$ 223	$ 227
Project Engineer	$ 197	$ 200
Design Engineer	$ 166	$ 169
Utility Engineer	$ 153	$ 155
Engineer-In-Training	$ 121	$ 123
Senior Engineer Tech	$ 137	$ 139
Engineer Tech	$ 128	$ 130
Junior Engineer Tech	$ 86	$ 87
Senior CADD Operator	$ 118	$ 120
CADD Operator	$ 102	$ 104
Junior CADD Operator	$ 83	$ 84
Admin/Clerical	$ 80	$ 81

Commissioners Court - Regular Session **38.**

Meeting Date: 04/13/2021

Liberty Hill (SH29) Bypass LJA Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 1 to the Liberty Hill (SH29) Bypass contract between Williamson County and LJA Engineering, Inc. relating to the 2019 Road Bond Program. Project: P346 Fund Source: Road Bonds

Background

LJA Contract Amendment No. 1 adds the sub-consultant Raba-Kistner Consultants, Inc. rate schedule to Exhibit D of the master contract. No other changes are proposed at this time and there are no increases in labor rates.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LibertyHill(SH29)Bypass-LJA-ContractAmendment1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 11:40 AM
Form Started By: Marie Walters		Started On: 04/08/2021 10:55 AM
Final Approval Date: 04/08/2021		

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
Liberty Hill (SH 29) Bypass ("Project")

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

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective April 7, 2020 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $2,000,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

ENGINEER:

By: Kenneth G Schrock
Signature

Kenneth G. Schrock
Printed Name

Senior Vice President
Title

4/1/2021
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

4/8/2021

EXHIBIT D

RATE SCHEDULE

See Attached Rates

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D - RATE SCHEDULE

LJA ENGINEERING RATES	
Postion	**Rate ($/hr)**
Project Principal	$ 275
Project Manager	$ 245
Quality Manager	$ 230
Senior Engineer	$ 215
Project Engineer	$ 170
Design Engineer	$ 155
Engineer-in-Training	$ 135
Senior Structural Engineer	$ 220
Structural Engineer	$ 195
Senior Engineering Technician	$ 140
Senior CADD Operator	$ 125
CADD Operator	$ 100
Utility Engineer	$ 150
GIS Analyst/Cartography	$ 130
GIS Technician	$ 115
Admin	$ 80

EXHIBIT D - RATE SCHEDULE

LJA ENVIRONMENTAL	
Postion	**Rate ($/hr)**
Professional Staff V	$ 250
Professional Staff V/Principal	$ 235
Project Director/Principal/ Professional Staff V	$ 235
Project Director/Principal/Professional Staff V	$ 215
Senior Associate/Prof Geologist/ Professional Staff V	$ 190
Senior Associate/Professional Staff V	$ 190
Sr. Project Manager/Professional Staff IV	$ 185
Sr. Project Manager/Health Safety Officer/Professional Staff IV	$ 180
Project Manager/Professional Staff III	$ 170
Project Manager/Professional Staff III	$ 170
Project Manager/Professional Staff III	$ 170
Project Manager/Professional Staff III	$ 170
Professional Staff II/ Cultural Specialist	$ 160
Professional Staff II/Professional Historian	$ 160
Professional Staff II/Historian	$ 155
Project Manager/Professional Staff II	$ 160
Project Manager/Professional Staff II	$ 155
Project Coordinator/Soil Scientist/Professional Staff I	$ 155
Project Coordinator/Professional Staff I	$ 140
Project Coordinator/Professional Staff I	$ 140
Project Coordinator/Professional Staff I	$ 130
Professional Staff I	$ 150
Sr. GIS Analyst/Project Staff II	$ 130
Sr. GIS Analyst/Project Staff II	$ 130
Project Staff II	$ 130
Project Staff II	$ 130
Project Staff II	$ 130
Project Staff I	$ 110
Project Staff I	$ 110
Technician III	$ 110
In-House Technician/Administrator	$ 105
In-House Technician/Administrator	$ 80
In-House Technician/Administrator	$ 80
Technician II	$ 110
Technician II	$ 110
Technician I	$ 75
Technician I	$ 60
Technician I	$ 60
Technician I	$ 60
Technical Editor	$ 105
Admin III	$ 135
Administrative/Word Processing	$ 65
Administrative/Word Processing	$ 65
Admin II	$ 85
Admin I	$ 65

EXHIBIT D - RATE SCHEDULE

HALFF AND ASSOCIATES RATES	
Postion	**Rate**
Technical Advisor	$ 350.00
Quality Manager	$ 230.00
Senior Engineer	$ 220.00
Project Engineer	$ 180.00
Design Engineer	$ 155.00
Junior Engineer	$ 130.00
Engineer-In-Training	$ 118.00
Senior Engineer Tech	$ 130.00
Engineer Tech	$ 100.00
Senior CADD Operator	$ 115.00
CADD Operator	$ 90.00
Senior GIS Operator	$ 150.00
GIS Operator	$ 120.00
GIS Technician	$ 95.00
Admin/Clerical	$ 80.00

EXHIBIT D - RATE SCHEDULE

AGUIRRE AND FIELDS RATES	
Postion	**Rate ($/hr)**
Manager	$ 220
Senior Structural Engineer	$ 220
Structural Engineer	$ 180
Project Engineer	$ 150
Graduate Engineer (EIT)	$ 120
Senior Technician	$ 140
Technician	$ 120
CAD Operator	$ 95
Administrative Specialist	$ 95

EXHIBIT D - RATE SCHEDULE

ALLIANCE TRANSPORTATION GROUP RATES	
Postion	**Rate ($/hr)**
Project Principal	$ 290
Senior Project Manager	$ 274
Project Manager	$ 248
Senior Engineer	$ 215
Project Engineer	$ 194
Traffic Engineer	$ 162
Engineer-in-Training	$ 125
Senior Engineering Technician	$ 145
Engineering Technician	$ 105
Jr Engineering Technician	$ 65
Project Administrator	$ 110
Clerical	$ 86
Planner I/II	$ 105
Planner III	$ 135
Travel Demand Modeler I/II	$ 140
Travel Demand Modeler III	$ 180
Sr Travel Demand Modeler/Planner	$ 213

EXHIBIT D - RATE SCHEDULE

INLAND GEODETICS RATES	
Postion	**Rate**
Two (2) Person Field Crew	$150.00 per hour
Three (3) Person Field Crew	$170.00 per hour
Four (4) Person Field Crew	$190.00 per hour
Additional Crewmember	$ 54.00 per hour
GPS Field Operator & Vehicle & GPS Receiver	$120.00 per hour
All Terrain Vehicle	$ 55.00 per day
Additional Vehicle	$ 60.00 per day
Project Manager	$140.00 per hour
Licensed State Land Surveyor	$150.00 per hour
Registered Professional Land Surveyo	$135.00 per hour
Survey Technician	$ 102.00 per hour
Clerical Support	$ 58.00 per hour

EXHIBIT D - RATE SCHEDULE

SWCA RATES	
Postion	**Rate ($/hr)**
Principal-in Charge	$ 285
Project Manager XII	$ 205
Project Manager XI	$ 187
Project Manager X	$ 171
Project Manager IX	$ 153
Project Manager VIII	$ 142
Project Manager VII	$ 131
Project Manager VI	$ 119
Project Manager V	$ 109
Project Manager IV	$ 99
Project Manager III	$ 89
Subject Matter Expert	$ 210
Specialist XII	$ 205
Specialist XI	$ 187
Specialist X	$ 171
Specialist IX	$ 153
Specialist VIII	$ 142
Specialist VII	$ 131
Specialist VI	$ 119
Specialist V	$ 109
Specialist IV	$ 99
Specialist III	$ 89
Specialist II	$ 79
Specialist I	$ 67
Administrative VIII	$ 125
Administrative VII	$ 113
Administrative VI	$ 101
Administrative V	$ 89
Administrative IV	$ 77
Administrative III	$ 66
Administrative II	$ 53
Administrative I	$ 42

EXHIBIT D - RATE SCHEDULE

DIRECT EXPENSES		
Photocopies B/W (8 1/2" X 11") / each	$	0.12
Photocopies B/W (11" X 17") / each	$	0.20
Photocopies Color (8 1/2" X 11") / each	$	0.75
Photocopies Color (11" X 17") / each	$	1.50
Digital Ortho Plotting / sheet	$	2.00
Plots (B/W on Bond) / square foot	$	2.00
Plots (Color on Bond) / square foot	$	5.00
Plots (Color on Photographic Paper) / square foot	$	6.00
Color Graphics on Foam Board / square foot	$	18.00

NEW RATE SCHEDULE

Raba Kistner Consultants, Inc.	
Postion	**Rate ($/hr)**
Principal	$ 220
Senior Geotechnical Engineer	$ 195
Project Manager/Professional Staff II	$ 185
Geotechnical Engineer	$ 165
Engineer in Training	$ 135
Geologist	$ 120
Geotechnical Logger	$ 110
CADD Technician	$ 95
Senior Geotechnical Engineering Technician	$ 80
Geotechnical Laboratory Technician	$ 75
Geotecnhical Engineering Technician	$ 70
Admin/Clerical	$ 60
Direct Expenses	
Drill Rig Mobilization (min charge)	$ 495.00 each
Drill Rig Mobilization	$ 6.50 per mile
Logger Truck	$ 0.85 per mile
Drilling & Sampling (Cohesive/Granular Soils)	$ 19.50 per ft
Hollow Stem Drilling (Granular Soils)	$ 28.00 per ft
Drilling & Sampling (Soft Rock - Limestone)	$ 35.00 per ft
Drilling & Sampling (Hard Rock - Limestone)	$ 42.00 per ft
Texas Cone Penetrometer	$ 25.00 per test
Standard Penetration Testing	$ 20.00 per test
Bentonite Backfill	$ 3.50 per ft
Driller Standby	$ 195.00 per hour
Traffic Control	$ 3,000.00 per day
Lab Testing (Moisture Content)	$ 15.00 per test
Lab Testing (Atterberg Limit)	$ 105.00 per test
Lab Testing (Percent Passing No. 200 Sieve)	$ 58.00 per test
Lab Testing (Sieve Analysis)	$ 85.00 per test
Lab Testing (Hydrometer)	$ 355.00 per test
Lab Testing (Corrosivity: Chloride,pH,Resisitivity)	$ 175.00 per test
Lab Testing (Unconfined Compression –Soil)	$ 32.00 per test
Lab Testing (Unconfined Compression – Rock)	$ 38.00 per test
Lab Testing (Sulfate Testing)	$ 98.00 per test
Lab Testing (Lime Series Curve)	$ 410.00 per test
Lab Testing (Moisture/Density Test)	$ 295.00 per test
Lab Testing (Resilient Modulus)	$ 1,800.00 per test
Lab Testing (California Bearing Ratio Test)	$ 185.00 per test

Commissioners Court - Regular Session **39.**

Meeting Date: 04/13/2021

Bypass 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 Casey Pezold for right of way needed on the Liberty Hill Bypass project (Parcel 39). Funding: Road Bonds P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pezold Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 10:45 AM

Form Started By: Charlie Crossfield Started On: 04/08/2021 10:22 AM

Final Approval Date: 04/08/2021

REAL ESTATE CONTRACT
Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CASEY PEZOLD** (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 0.248 acre tract of land in the Joseph M. Glasscock Survey, Abstract No. 254, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 39**);

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 shall be the sum of TEN THOUSAND FOUR HUNDRED THIRTY and 00/100 Dollars ($10,430.00).

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 Independence Title Company on or before May 31, 2021, 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:

Casey Pezold

Address: 3607 Ranch Road 1869
Liberty Hill, TX. 78642

Date: 4/5/2021

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.: 39ROW
Tax ID: R022215
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION

PARCEL 39ROW

FOR A 0.248 ACRE (10,788 SQ. FT.) TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS. AND BEING OUT OF THE CALLED 15.692 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO CASEY PEZOLD, RECORDED IN DOCUMENT NO. 2018072328 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.248 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF NOVEMBER 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Surface Coordinates: N=10213084.07, E=3052864.70) monumenting the southwest corner of the called 10.00 acre tract of land conveyed to Terrell K. Gauny, recorded in Document No. 2015018466 of the Official Public Records of Williamson County, Texas and the southeast corner of the called 21.63 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2018056429 of the Official Public Records of Williamson County, Texas, same being on a point in the north boundary line of the called 106.42 acre tract of land conveyed to Martha Jane Beiter, recorded in Document No. 2014093155 of the Official Public Records of Williamson County, Texas, from which a 1/2" iron rod found monumenting an angle point in the west boundary line of said 10.00 acre Gauny tract and the east boundary line of said 21.63 acre Williamson County, Texas tract, bears N 16°18’40” W for a distance of 145.38 feet;

THENCE, N 68°53’08” E with the south boundary line of said 10.00 acre Gauny tract and said north boundary line of the 106.42 acre Beiter tract for a distance of 426.25 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" (Surface Coordinates: N=10213237.62, E=3053262.33) on the southeast corner of said 10.00 acre Gauny tract and the southwest corner of said 15.692 acre Pezold tract, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 13°35’56” W** with the west boundary line of said 15.692 acre Pezold tract and the east boundary line of said 10.00 acre Gauny tract for a distance of **170.69 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the north corner hereof, from which a 1/2" iron rod found monumenting the most westerly northwest corner of said 15.692 acre Pezold tract and an exterior ell corner of said 10.00 acre Gauny tract, same being on an angle point in the south boundary line of the called 3 acre tract of land

County: Williamson
Parcel No.: 39ROW
Tax ID: R022215
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

conveyed to Clara A. Cantrell and John N. Cantrell, recorded in Volume 483, Page 629 of the Deed Records of Williamson County, Texas, bears N 13°35'56' W for a distance of 295.69 feet;

THENCE, **S 52°24'35" E** through the interior of said 15.692 acre Pezold tract for a distance of **209.07 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the south boundary line of said 15.692 acre Pezold tract and said north boundary line of the 106.42 acre Beiter tract, for the southeast corner hereof, from which a 1/2" iron rod found monumenting an angle point on said south boundary line of the 15.692 acre Pezold tract and said north boundary line of the 106.42 acre Beiter tract, bears N 78°12'17" E for a distance of 14.53 feet;

THENCE, with said south boundary line of the 15.692 acre Pezold tract and said north boundary line of the 106.42 acre Beiter tract, the following two (2) courses and distances:

1. **S 78°12'17" W** for a distance of **66.43 feet** to a 1/2" iron rod found, for an angle point hereof;

2. **S 67°42'57" W** for a distance of **65.39 feet** to the **POINT OF BEGINNING** hereof and containing 0.248 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

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

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NUMBER 10006900

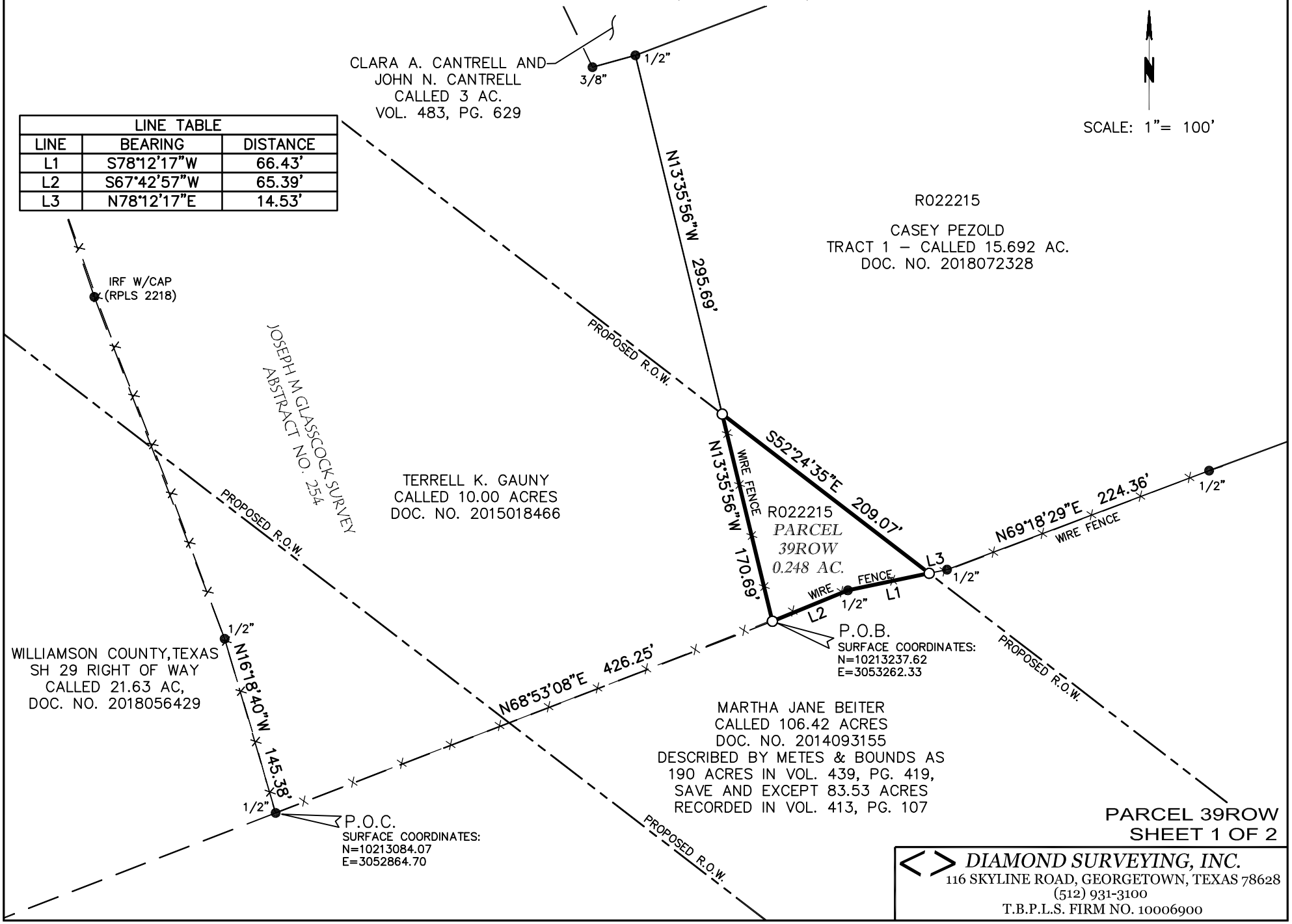
November 16, 2020

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



Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 Liberty Hill SH 29 Bypass WA#1_PARCELS FINAL LTS SURVEYS\PARCEL 39 ROW LTS\PARCEL 39ROW SH 29 BYPASS LH.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.248 ACRE (10,788 SQ. FT.) TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE CALLED 15.692 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO CASEY PEZOLD, RECORDED IN DOCUMENT NO. 2018072328 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 3607 RR 1869, LIBERTY HILL, TX 78642



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S78°12'17"W	66.43'
L2	S67°42'57"W	65.39'
L3	N78°12'17"E	14.53'

PARCEL 39ROW
SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 Liberty Hill SH 29 Bypass WA#1_PARCELS FINAL LTS SURVEYS\PARCEL 39 ROW LTS\PARCEL 39ROW SH 29 BYPASS LH.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.248 ACRE (10,788 SQ. FT.) TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE CALLED 15.692 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO CASEY PEZOLD, RECORDED IN DOCUMENT NO. 2018072328 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 3607 RR 1869, LIBERTY HILL, TX 78642

LEGEND

●	IRON ROD FOUND
○	IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING
—— x —— x —— x ——	WIRE FENCE
— — — ——— — — —	PROPOSED RIGHT-OF-WAY
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 2053497-KFD, which bears an effective date of September 22, 2020 and an issued date of September 30, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10d) Easement:
Recorded: Volume 473, Page 353, Deed Records, Williamson County, Texas.
To: Liberty Hill Water Supply Corp.
Purpose: Water Line
Not a part of subject tract.

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

To: Williamson County, Texas, and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on November 12, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

NOVEMBER 16, 2020

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

PARCEL 39ROW
SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 Liberty Hill SH 29 Bypass WA#1_PARCELS FINAL LTS SURVEYS\PARCEL 39 ROW LTS\PARCEL 39ROW SH 29 BYPASS LH.dwg

EXHIBIT "B"

Parcel 39

DEED
Liberty Hill Bypass 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 CASEY PEZOLD, 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 0.248 acre (10,788 square foot) tract of land in the Joseph M. Glasscock Survey, Abstract No. 254, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 39**)

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 Liberty Hill Bypass.

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 _____, 2021.

[signature page follows]

GRANTOR:

_____
Casey Pezold

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Casey Pezold, 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 **40.**

Meeting Date: 04/13/2021

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 NPC Management, LLC for right of way needed on the SE Loop project (Parcel 21). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NPC Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 10:46 AM

Form Started By: Charlie Crossfield Started On: 04/08/2021 10:23 AM

Final Approval Date: 04/08/2021

REAL ESTATE CONTRACT

Southeast Loop—Corridor A1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **NPC MAAGEMENT, LLC (Nexus Management, LLC a Delaware limited liability company)** (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 2.910 acre (128,771 Sq. Ft.) tract of land in the J. Kelsey Survey, Abstract 377, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 21**);

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 EIGHT HUNDRED FIFTY THOUSAND and 00/100 Dollars ($850,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Additional Consideration: Access

2.03. As an additional form of consideration for this transaction, Purchaser agrees that if Seller desires to construct an access drive/road to its remaining property prior to completion of the construction of the realigned Southeast Loop Project facility proposed on the Property that Seller, and its successors and assigns, shall be entitled to a permanent accessway in the location and with the specifications shown in Exhibit "B", or as otherwise required by any regulatory jurisdiction governing the remaining property of Seller or its successors. Seller shall construct and maintain said accessway at Seller's sole cost and expense.

Purchaser agrees that upon construction of the Southeast Loop project, Purchaser, by and through its contractors, shall ensure that the then existing driveway apron and connection within the Property is reconstructed by Purchaser and reconnected to the Southeast Loop in the general location and according to the design and specifications as shown in Exhibit "C" attached hereto and incorporated herein and as existing access is typically reestablished during highway construction. If Seller has not constructed an access drive/road to its remaining property prior to construction of the proposed Southeast Loop interim roadway facility, then any future connection to the new Project facility shall be in the alignment, location and specifications as shown in Exhibit "C", or as otherwise required by any regulatory jurisdiction governing the remaining property of Seller or its successors.

Non-Merger. Each party hereby agrees that all provisions of this Article 2 shall survive the execution, delivery, and performance of this Agreement, the Closing or Closing Date, and the execution, delivery, and performance of any and all documents delivered in connection with this Agreement. The covenants, representations, and warranties of Article 2 shall not merge on, and shall survive, 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 acquired as public right of way and 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 Independence Title Company on or before May 31, 2021, 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 monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "D" 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.

SELLER:

NPC MANAGEMENT LLC
(Nexus Management, LLC at Delaware limited liability company)

By: _____

Name: Cortlandt Chalfant

Its: Manager

Date: 4/7/21

Address: 809 S. Lamar Blvd. Suite D
Austin, TX 78704

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

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

EXHIBIT "A"

County: Williamson
Parcel No.: 21
Tax ID: R505476
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

February 10, 2021

PROPERTY DESCRIPTION FOR PARCEL 21

DESCRIPTION OF A 2.910 ACRE (126,771 SQ. FT.) PARCEL OF LAND LOCATED IN THE J. KELSEY SURVEY, ABSTRACT 377, WILLIAMSON COUNTY, BEING A PORTION OF A CALLED 49.950 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO P4 HUTTO PARTNERS, LLC, RECORDED SEPTEMBER 30, 2019 IN DOCUMENT NO. 2019093769, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 2.910 ACRE (126,771 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 with a plastic cap found 209.41 feet left of Corridor A1 Engineer's Centerline Station (E.C.S.) 125+83.60 on the west line of said 49.950 acre tract, for the southeast corner of Lot 6, Block B-1, Lakeside Estates Subdivision, Section Two, a subdivision of record in Cabinet T, Slide 19, Plat Records of Williamson County, Texas, described in a deed to Kenneth Man, recorded in Document No. 2006071699, O.P.R.W.C.TX., same being the northeast corner of Lot 5, of said Lakeside Estates Subdivision, described in a deed to Roberta A. Bolieu-Peak, recorded in Document No. 2006065422, O.P.R.W.C.TX.;

THENCE S 07°36'59" W, with the west line of said 49.950 acre tract, a distance of 94.45 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,157,995.83, E=3,166,680.48) set 120.00 feet left of Corridor A1 E.C.S 125+51.68 on the proposed north right-of-way line of Corridor A1, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the left;

1) **THENCE** departing the west line of said 49.950 acre tract, with the proposed north right-of-way line of said Corridor A1 and said curve to the left, over and across said 49.950 acre tract, an arc distance of 448.30 feet, through a central angle 07°33'17", having a radius of 3,400.00 feet, and a chord that bears N 75°18'28" E, a distance of 447.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 120.00 feet left of Corridor A1 E.C.S 130+15.80 on the common line of said 49.950 acre tract and the remainder of a called 73.35 acre tract of land, described in a deed to Central Assembly of God, recorded in Document No. 2007040774, O.P.R.W.C.TX., now known as The Bridge Community Church of the Assemblies of God as described and recorded in Document No. 2009007804, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

2) **THENCE** S 07°36'59" W, departing the proposed north right-of-way line of said Corridor A1, with the common line of said 49.950 acre tract and said remainder of a called 73.35 acre tract, passing at a distance of 279.30 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 132.91 feet right of Corridor A1 E.C.S 128+97.44, and continuing for a total distance of 390.41 feet to a 1/2-inch iron rod found on the existing north right-of-way line of C.R. 138, a variable width right-of-way, recorded in Document No. 2009062923, O.P.R.W.C.TX., for the southwest corner of said remainder of a called 73.35 acre tract, same being the southeast corner of said 49.950 acre tract and the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 21
Tax ID: R505476
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

February 10, 2021

THENCE departing the common line of said 49.950 acre tract and said remainder of a called 73.35 acre tract, with the existing north right-of-way line of said C.R. 138, the following two (2) courses and distances numbered 3-4:

3) N 83°08'20" W, a distance of 59.43 feet to a 5/8-inch iron rod with a plastic cap stamped "WILLIAMSON COUNTY" found, said point being the beginning of a curve to the left, and

4) With said curve to the left, an arc distance of 355.41 feet, through a central angle 03°29'33", having a radius of 5,830.63 feet, and a chord that bears N 84°53'04" W, a distance of 355.36 feet to a 1/2-inch iron rod with an aluminum cap stamped "CHAPPARAL 4995", for the southeast corner of Lot 1, of said Lakeside Estates Subdivision, described in a deed Christopher and Amanda Robinson, husband and wife, recorded in Document No. 2016088854, O.P.R.W.C.TX., also being the southwest corner of the said 49.950 acre tract and of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap found, for the most westerly southwest corner of said Lot 1, bears N 86°35'13" W, a distance of 95.09 feet, and with a curve to the right, an arc distance of 39.14 feet, through a central angle 89°42'44", having a radius of 25.00 feet, and a chord that bears N 41°07'42" W, a distance of 35.27 feet;

5) **THENCE** N 07°36'59"E, departing the existing north right-of-way line of said C.R. 138, with west line of said 49.950 acre tract, a distance of 236.65 feet to the **POINT OF BEGINNING**, and containing 2.910 acres (126,771 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.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 2/10/21

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

FN 46817

SAM Job No. 38140A

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07°36'59"W	94.45'
(L1)	(S07°36'41"W)	(3,019.17')
L2	N83°08'20"W	59.43'
(L2)	(S83°08'52"E)	(703.18')
L3	N86°35'13"W	95.09'
(L3)	(S84°17'52"E)	(95.00')
L4	N07°36'59"E	236.65'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°33'17"LT	3,400.00'	448.30'	447.98'	N75°18'28"E
C2	03°29'33"LT	5,830.63'	355.41'	355.36'	N84°53'04"W
(C2)	(03°29'31")	(5,830.63')	(355.35')	(355.29')	(S84°53'37"E)
C3	89°42'44"RT	25.00'	39.14'	35.27'	N41°07'42"W
(C3)	(90°00'00")	(25.00')	(39.27')	(35.36')	(N39°17'52"W)

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 124+58.76
N = 10,157,790.10
E = 3,166,613.85
Δ = 22°48'35" (LT)
D = 01°37'40"
L = 1,401.33'
T = 710.07'
R = 3,520.00'
PC Sta 117+48.69
PT Sta 131+50.02

P4 HUTTO
PARTNERS, LLC
RECORDED SEPTEMBER 30, 2019
CALLED 49.950 AC.
DOC. NO. 2019093769
O.P.R.W.C.TX.

130+15.80
120.00'LT

P.O.C.
W/PCAP
125+83.60
209.41'LT

P.O.B.
N=10,157,995.83
E=3,166,680.48
125+51.68
120.00'LT

C1
PROPOSED ROW

N69°20'45"E
2,074.91'

130+00

21-R505476
(2.910 AC.)

J.KELSEY
ABSTRACT 377

(N07°28'52"E
2,977.83')

279.30'

S07°36'59"W
390.41'

CORRIDOR A1
ENGINEER'S CENTERLINE

125+00

128+97.44
132.91'RT

111.11'

CENTRAL ASSEMBLY OF GOD
REMAINDER OF A CALLED 73.35 AC.
DOC. NO. 2007040774
O.P.R.W.C.TX.

LOT 58
LOT 59
LOT 60
LOT 61
LOT 62

DANA DRIVE
(60' R.O.W.
CABINET T, SLIDE 19
P.R.W.C.TX.)

APPROXIMATE LOCATION
15' WATERLINE EASEMENT
DOC. NO. 2009007804
O.P.R.W.C.TX.

W/PCAP
"CHAPPARAL 4995"

5/8" W/PCAP
"WILLIAMSON COUNTY"

EXISTING ROW

C.R. 138
(VARIABLE WIDTH R.O.W.)

WILLIAMSON COUNTY
CABINET T, SLIDE 19
P.R.W.C.TX.

WILLIAMSON COUNTY
DOC. NO. 2009062923
O.P.R.W.C.TX.

REF. FIELD NOTE NO. 46817

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\21\PLAT\03\P-21.dgn

EXISTING	49.950 AC.	ACQUIRE	2.910 AC.	REMAINING	47.040 AC. LEFT

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

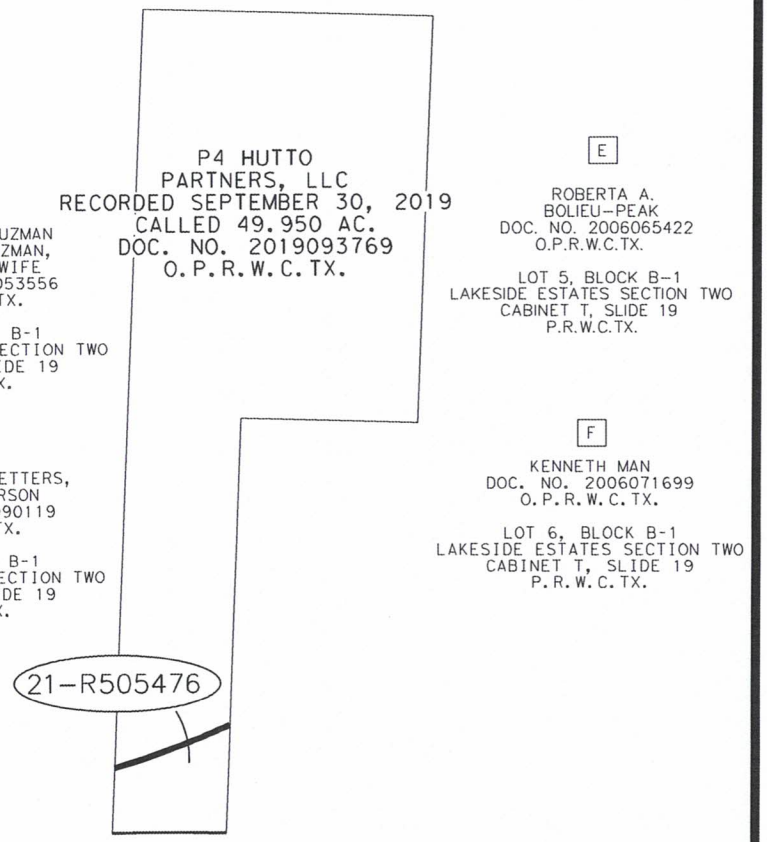
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
P4 HUTTO PARTNERS, LLC
PARCEL 21
TAX ID R505476
2.910 AC. (126,771 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

CHRISTOPHER AND AMANDA ROBINSON, HUSBAND AND WIFE
DOC. NO. 2016088854
O.P.R.W.C.TX.

LOT 1, BLOCK B-1
LAKESIDE ESTATES SECTION TWO
CABINET T, SLIDE 19
P.R.W.C.TX.

B

JUAN CARLOS GUZMAN AND THELMA GUZMAN, HUSBAND AND WIFE
DOC. NO. 2002053556
O.P.R.W.C.TX.

LOT 2, BLOCK B-1
LAKESIDE ESTATES SECTION TWO
CABINET T, SLIDE 19
P.R.W.C.TX.

C

KATHLEEN ANNE FETTERS, A MARRIED PERSON
DOC. NO. 2018090119
O.P.R.W.C.TX.

LOT 3, BLOCK B-1
LAKESIDE ESTATES SECTION TWO
CABINET T, SLIDE 19
P.R.W.C.TX.

D

TRAVIS DIXON
DOC. NO. 2017102601
O.P.R.W.C.TX.

LOT 4, BLOCK B-1
LAKESIDE ESTATES SECTION TWO
CABINET T, SLIDE 19
P.R.W.C.TX.

E

ROBERTA A. BOLIEU-PEAK
DOC. NO. 2006065422
O.P.R.W.C.TX.

LOT 5, BLOCK B-1
LAKESIDE ESTATES SECTION TWO
CABINET T, SLIDE 19
P.R.W.C.TX.

F

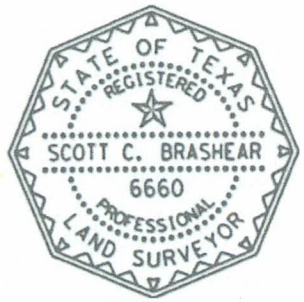
KENNETH MAN
DOC. NO. 2006071699
O.P.R.W.C.TX.

LOT 6, BLOCK B-1
LAKESIDE ESTATES SECTION TWO
CABINET T, SLIDE 19
P.R.W.C.TX.

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. 2011993, EFFECTIVE DATE MARCH 11, 2020, AND ISSUED DATE MARCH 19, 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.



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 — 2/10/21

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 46817

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\21\PLAT\02\P-21.dgn

EXISTING	49.950 AC.	ACQUIRE	2.910 AC.	REMAINING	47.040 AC. LEFT

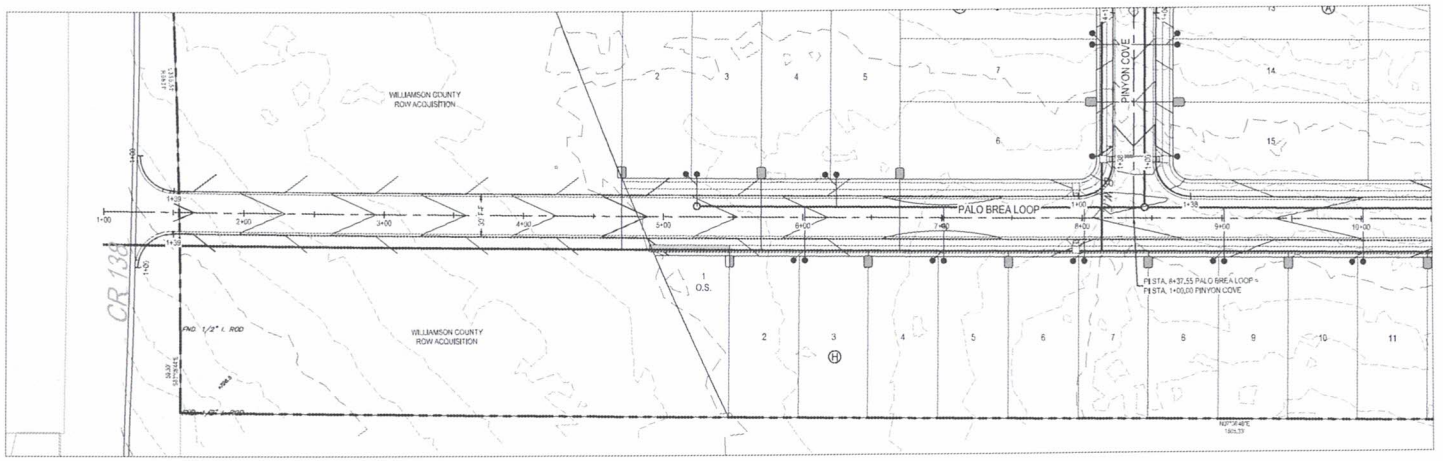
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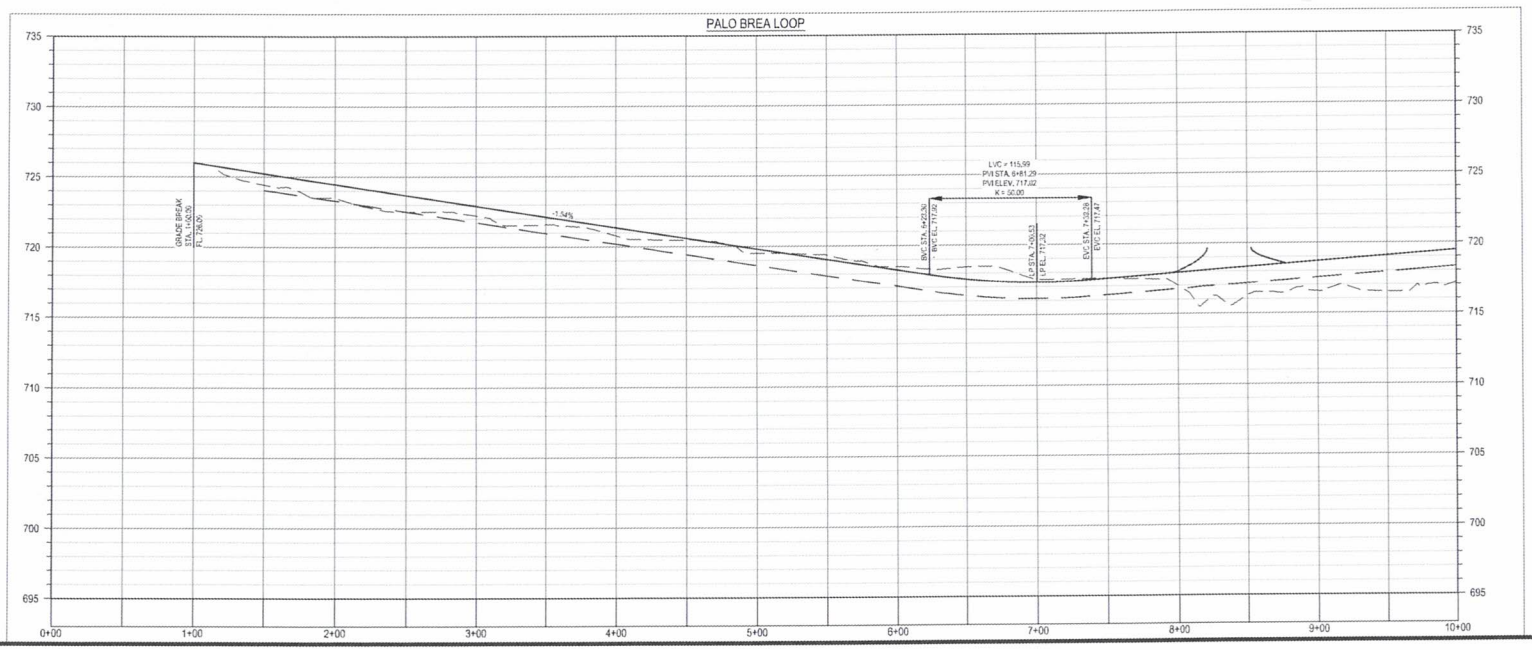
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
P4 HUTTO PARTNERS, LLC
PARCEL 21
TAX ID R505476
2.910 AC. (126,771 SQ. FT.)

COVERED BRIDGE

PALO BREA LOOP
CONCEPT PLAN
3/1/2021

EXHIBIT "B"





N

0 20' 40' 80'
SCALE: 1" = 40'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- OVERHEAD ELECTRIC
- 28 LOT NUMBER
- ROAD CENTERLINE
- RIBBON CURB
- CURB AND GUTTER
- DIRECTION OF FLOW
- CURB INLET
- 5' SIDEWALK TO BE CONSTRUCTED WITH SUBDIVISION IMPROVEMENTS
- 5' SIDEWALK TO BE CONSTRUCTED BY BUILDER
- CURB RAMP
- CONCRETE VALLEY GUTTER
- AVG ASPHALT VALLEY GUTTER

NOTES:
1. ALL CURB RETURN RADII TO BE 25' AT FACE OF CURB UNLESS OTHERWISE NOTED.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED WITH THE CONTRACTORS FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
3. SIDEWALKS ADJACENT TO SINGLE FAMILY LOTS ARE TO BE CONSTRUCTED CONCURRENTLY WITH EACH SINGLE FAMILY HOUSE.
4. ALL CURBS TO BE CURB AND GUTTER UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
6. ALL PAVEMENT MARKINGS SHALL BE PER THE CURRENT "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) PART III MARKINGS", ALL STRIPING TO BE THERMOPLASTIC.

PROFILE LEGEND

- PROPOSED GRADE
- PROPOSED SUBGRADE
- EXISTING GRADE
- PROPOSED CURB INLET

BGE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

G:\TXC\Projects\Pal_Dev\Engineering\7948-00-Covered_Bridge\LOD1_CA\30\05_Exhibits\Palo Brea Entry Exhibit.dwg Layout: Layout1 Plotted: 3/8/2021 11:25:28 AM By: THOLLAND

EXHIBIT "C"

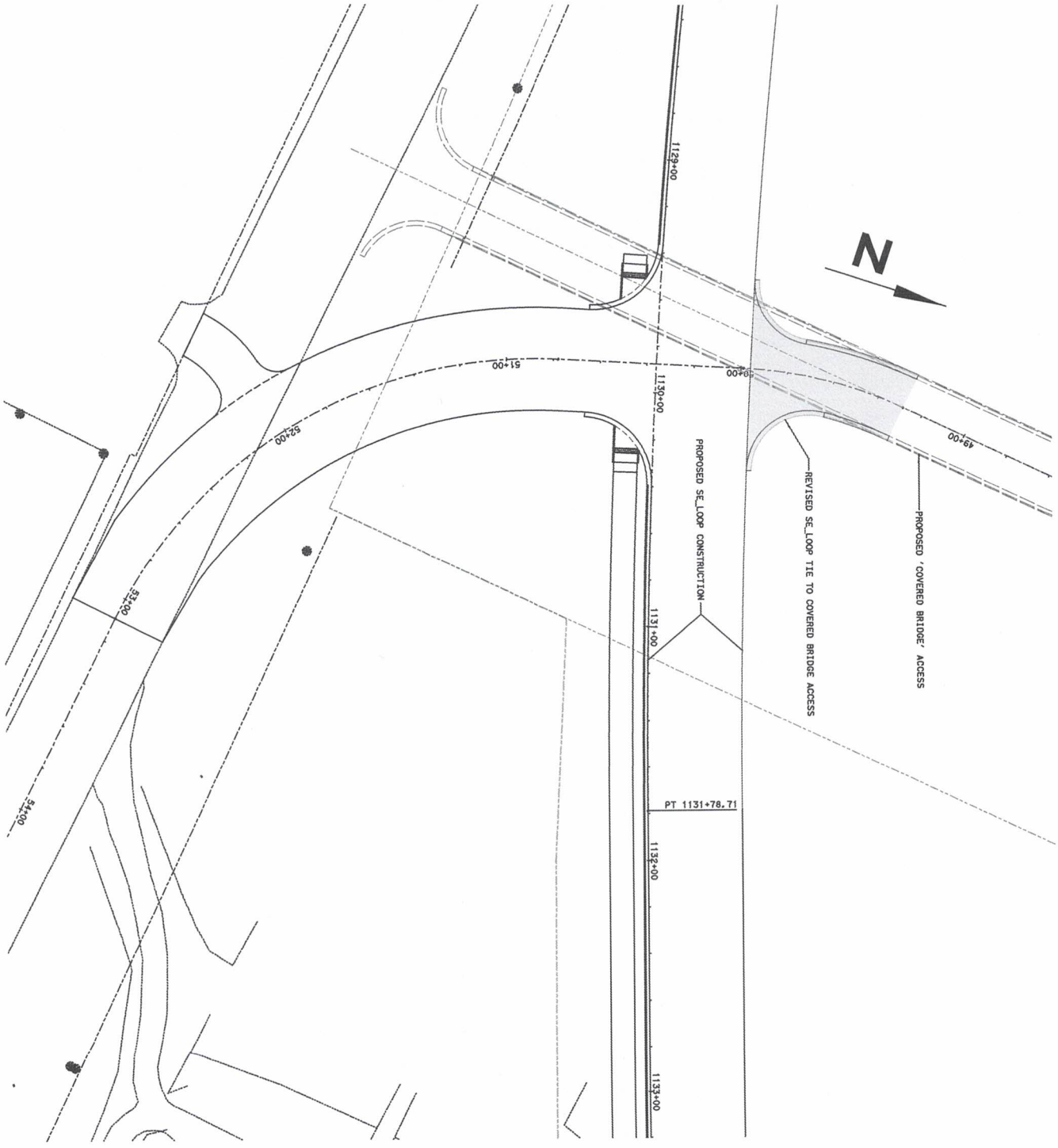

N
1129+00
1130+00
1131+00
1132+00
1133+00
PT 1131+78.71
PROPOSED SE_LOOP CONSTRUCTION
REVISED SE_LOOP TIE TO COVERED BRIDGE ACCESS
PROPOSED 'COVERED BRIDGE' ACCESS
49+00
50+00
51+00
52+00
53+00
54+00

EXHIBIT "D"

Parcel 21

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 **NPC MANAGEMENT, LLC (Nexus Management, LLC a Delaware limited liability company)**, 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 2.910 acre (126,771 Sq. Ft.) tract of land in the J. Kelsey Survey, Abstract 377, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 21**)

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 _____, 2021.

GRANTOR:

NPC MANAGEMENT, LLC
(Nexus Management, LLC a Delaware limited liability company)

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, 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 **41.**

Meeting Date: 04/13/2021

Redesignation and Vacation of Access Rights Denial

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 Redesignation and Vacation of Access Rights Denial with Bridge Community Church of the Assemblies of God.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redesignation and Vacation of Access Rights Denial

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 10:47 AM

Form Started By: Charlie Crossfield Started On: 04/08/2021 10:25 AM

Final Approval Date: 04/08/2021

REDESIGNATION AND VACATION OF ACCESS RIGHTS DENIAL
Corridor SE Loop

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 ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County (the "County") previously acquired that certain 4.428 acre tract of land in Williamson County, more particularly described in Exhibit "A" of a Deed to Williamson County, Texas recorded in **Document No. 2020100826** of the Official Public Records of Williamson County, Texas (the "Deed"), for the construction, maintenance and operation of the Southeast Loop Corridor arterial roadway facility project ("Project"), and with those grants or acquisitions also denied access to and from the northern remaining property not conveyed in the Deed to the abutting proposed right of way and Project facility at certain specific locations along the remaining common right of way boundary line.

WHEREAS, BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, formerly known as Central Assembly of God, a Texas non-profit corporation ("Owner") was the Grantor in the Deed, and is the current owner of that northern remaining property abutting the referenced 4.428 acre right of way parcel conveyed in the Deed, and where access to and from the proposed roadway facility is denied at certain locations along the common right of way boundary line. The remainder property subject to the access denial is further described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the County and Owner have determined that it prudent and desirable to redesignate, relocate, modify, permit and return certain legal access points and the owner's rights of ingress and egress along certain locations of the common northern right of way boundary line to said right of way and Project pursuant to V.T.C.A. Transportation Code, Chapter 203 and in accordance with the agreement of the parties;

NOW, THEREFORE, the County and Owner, for and in consideration of the agreements between the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby state and agree as follows:

1. Direct access and the right of ingress and egress to and from the Owner's Property and the abutting County right of way parcel and roadway Project facility shall now be permitted and denied in the areas shown in the field notes and Control of Access line ("COA") description contained in Exhibit "B" (Parcel 22) attached hereto and incorporated herein for purposes of identifying those locations where access is permitted or denied.

2. Access now permitted by this document in the redesignated and vacated areas shown in Exhibit "B" does not constitute a driveway permit for those areas, which shall be subject to such regulation as is determined the County or other entity having control of access management for the area designated herein to be necessary in the interest of public safety, and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements. This redesignation and vacation is not intended to affect the permitted use of any currently existing or previously approved driveway facilities.

3. This redesignation and vacation inures to the benefit of Owner and binds the County and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed on this the 31st day of March, 2021.

OWNER:

BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD,
formerly known as Central Assembly of God, a Texas non-profit corporation
a Texas limited liability company

By: _____

Name: DAVID McLAIN

Its: Pastor

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 31st day of March, 2021 by David Mclain, in the capacity and for the purposes and consideration recited therein.

ALEXIS HELFRICH
Notary Public
STATE OF TEXAS
Notary ID#131216646
My Comm. Exp. July 20, 2021

Alexis Helfrich
Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Acknowledgement

State of Texas
County of Williamson

This instrument was acknowledged before me on the _____ day of _____, 2021 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public—State of Texas

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"

All of that certain 73.35 acre tract of land conveyed to the Central Assembly of God (now known as The Bridge Community Church of the Assemblies of God) by deed filed for record under Document No. 2007040774 of the Official Records of Williamson County, Texas;

SAVE AND EXCEPT THE FOLLOWING:

All of that certain 49.950 acres, more or less, being a tract of land situated in the John Kelsey Survey, Abstract No. 377, conveyed by General Warranty Deed with Vendor's Lien dated September 30, 2019, from The Bridge Community Church of the Assemblies of God, formerly known as Central Assembly of God, a Texas non-profit corporation to P4 Hutto Partners, LLC, a Texas limited liability company, filed for record under Document No. 2019093769; and

All of that certain 4.428 acre (192,868 Sq. Ft.) tract of land in the John Kelsey Survey, Abstract No.377, Williamson County, Texas; said tract being conveyed to Williamson County, Texas by Special Warranty Deed recorded as Document No. 2020100826 of the Official Records of Williamson County, Texas (**Parcel 22**); and

All of that certain 3.996 acre (174,062 Sq. Ft.) tract of land in the John Kelsey Survey, Abstract No.377, Williamson County, Texas; said tract being conveyed to Williamson County, Texas by Special Warranty Deed recorded as Document No. 2020100826 of the Official Records of Williamson County, Texas (**Parcel 22R**)

EXHIBIT "A"

County: Williamson
Parcel No.: 22
Tax ID: R20682
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

PROPERTY DESCRIPTION FOR PARCEL 22

DESCRIPTION OF A 4.428 ACRE (192,868 SQ. FT.) PARCEL OF LAND LOCATED IN THE J. KELSEY SURVEY, ABSTRACT 377, WILLIAMSON COUNTY, BEING A PORTION OF THE REMAINDER OF A CALLED 73.35 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CENTRAL ASSEMBLY OF GOD, RECORDED MAY 16, 2007 IN DOCUMENT NO. 2007040774, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) NOW KNOWN AS THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, AS DESCRIBED AND RECORDED IN DOCUMENT NO. 2009007804, O.P.R.W.C.TX.; SAID 4.428 ACRE (192,868 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 234.57 feet right of Corridor A1 Engineer's Centerline Station (E.C.S.) 128+54.80 on the existing north right-of-way line of C.R. 138, a variable width right-of-way, as described in Document No. 2009062923, O.P.R.W.C.TX., for the southeast corner of a called 49.950 acre tract of land, described in a deed to P4 Hutto Partners, LLC, recorded in Document No. 2019093769, O.P.R.W.C.TX., same being the southwest corner of said remainder of a called 73.35 acre tract;

THENCE N 07°36'59" E, departing the existing north right-of-way line of said C.R. 138, with the common line of said 49.950 acre tract and said remainder of a called 73.35 acre tract, a distance of 124.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,157,846.64, E=3,167,078.66) set 120.00 feet right of Corridor A1 E.C.S 129+03.04 on the proposed south right-of-way line of Corridor A1, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 07°36'59" E, departing the proposed south right-of-way line of said Corridor A1, continuing with the common line of said 49.950 acre tract and said remainder of a called 73.35 acre tract, a distance of 265.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 120.00 feet left of Corridor A1 E.C.S 130+15.80 on the proposed north right-of-way line of said Corridor A1, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the left;

THENCE departing the common line of said 49.950 acre tract and said remainder of a called 73.35 acre tract, with the proposed north right-of-way line of said C.R. 138, over and across said remainder of a called 73.35 acre tract, the following two (2) courses and distances numbered 2-3:

> 2) With said curve to the left, passing at an arc distance of 197.43 feet a calculated point 120.68 feet left of Corridor A1 E.C.S. 132+17.91, for the beginning of a Control of Access (C.O.A.), and continuing for a total arc distance of 374.81 feet, through a central angle 06°18'58", having a radius of 3,400.00 feet, and a chord that bears N 68°22'20" E, a distance of 374.62 feet to a calculated point** 128.84 feet left of Corridor A1 E.C.S 133+94.98, and

3) N 64°44'00" E, passing at a distance of 121.88 feet a calculated point 138.64 feet left of Corridor A1 E.C.S 135+16.47, for the end of C.O.A., and continuing for a total distance of 375.07 feet to a calculated point** 159.00 feet left of Corridor A1 E.C.S 137+68.84 on the common line of said remainder of a called 73.35 acre tract and a called 118.971 acre tract of land, described in a deed to Hutto 117 Investors, LP., a Texas Limited Partnership, recorded in Document No. 2019079796, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

4) **THENCE** S 07°28'36" W, departing the proposed north right-of-way line of said C.R. 138, with the common line of said remainder of a called 73.35 acre tract and said 118.971 acre tract, a distance of 352.55 feet to a calculated point** 151.90 feet right of Corridor A1 E.C.S 136+02.62 on the proposed south right-of-way line of said C.R. 138, for the beginning of C.O.A., same being the southeast corner of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "RPLS4967" found, for the southeast corner of said remainder of a called 73.35 acre tract, bears S 07°28'36" W, a distance of 416.03 feet;

THENCE departing the common line of said remainder of a called 73.35 acre tract and said 118.971 acre tract, with the proposed south right-of-way line of said C.R. 138, the following two (2) courses and distances numbered 5-6:

5) S 72°37'31" W, passing at a distance of 91.91 feet a calculated point 146.65 feet right of Corridor A1 E.C.S 135+10.86, for the end of C.O.A., and continuing for a total distance of 661.91 feet to a calculated point** 120.00 feet right of Corridor A1 E.C.S 129+48.55, said point being the beginning of a curve to the right, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 22
Tax ID: R20682
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

6) With said curve to the right, an arc distance of 47.06 feet, through a central angle 00°44'26", having a radius of 3,640.00 feet, and a chord that bears S 72°59'44" W, a distance of 47.06 feet to **POINT OF BEGINNING**, and containing 4.428 acres (192,868 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.

**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

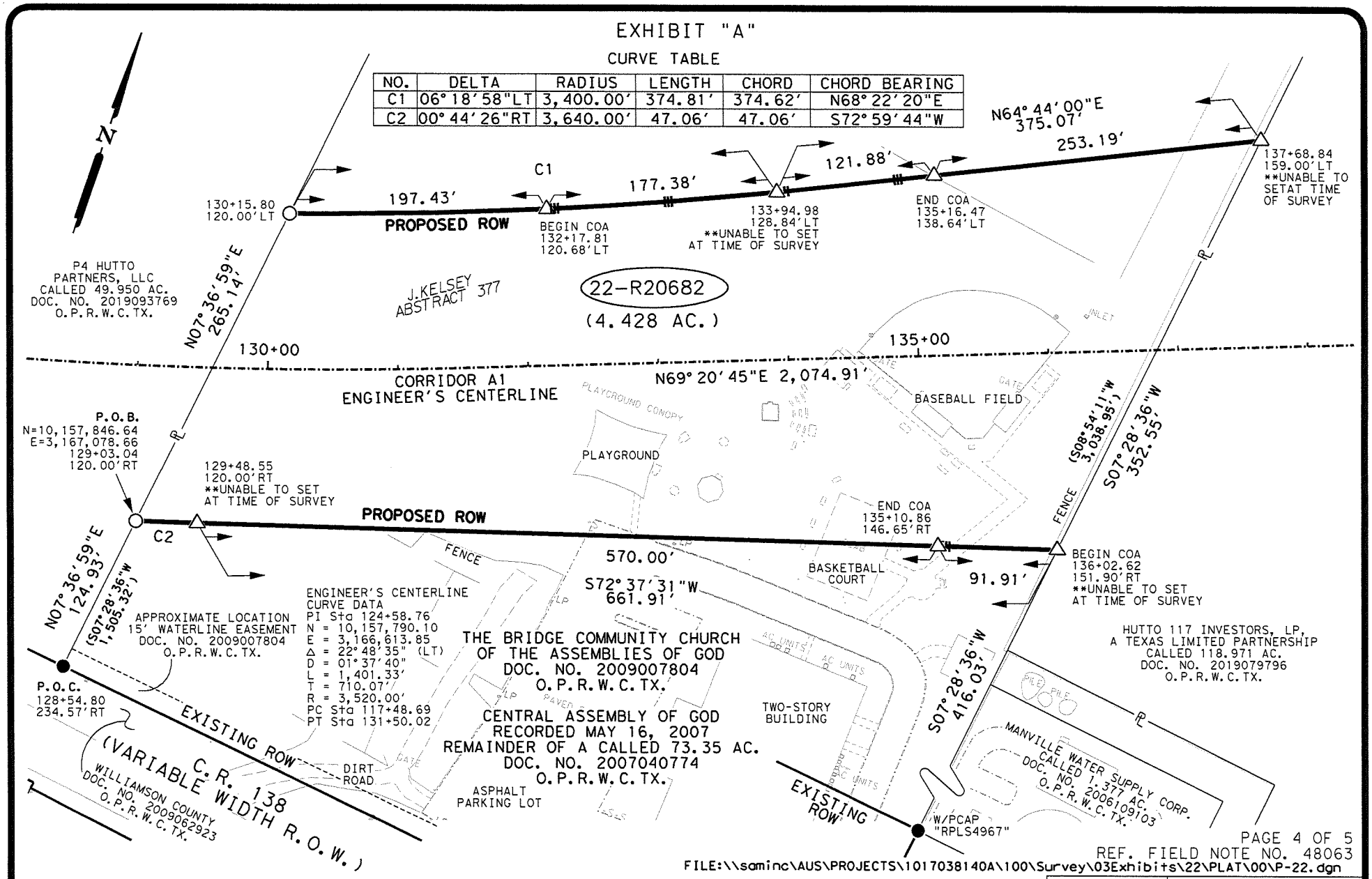
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 1/22/21

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



REF. FIELD NOTE NO. 48063

FILE:\\saminc\AUS\PROJECTS\101703814OA\100\Survey\03Exhibits\22\PLAT\00\P-22.dgn

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

EXISTING	*22.184 AC.	ACQUIRE	4.428 AC.	REMAINING	13.760 AC. LEFT
				REMAINING	3.996 AC. RIGHT

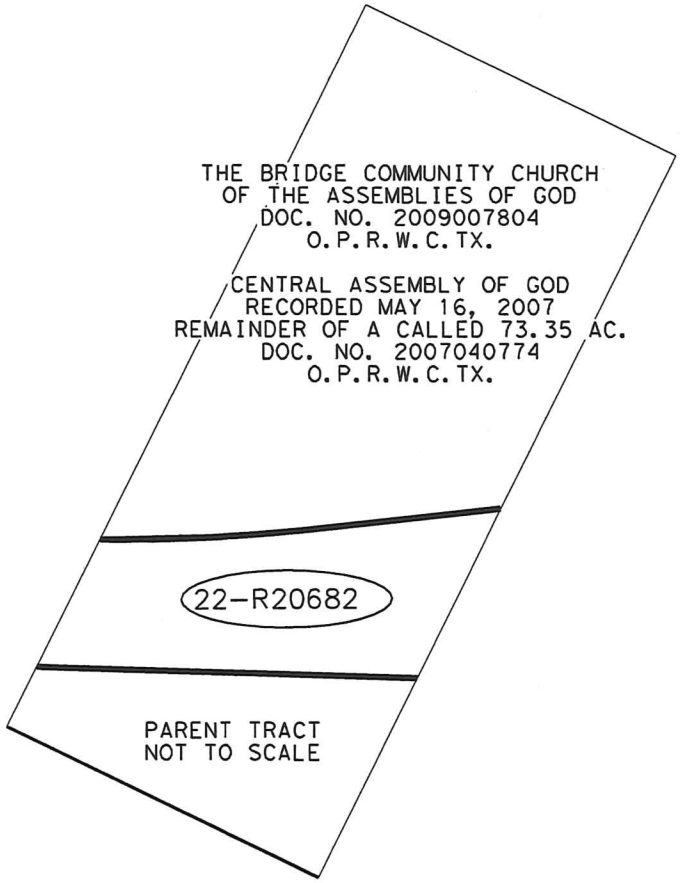
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
THE BRIDGE COMMUNITY CHURCH
OF THE ASSEMBLIES OF GOD
PARCEL 22
TAX ID R20682
4.428 AC. (192,868 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
———1——	DEED LINE (COMMON OWNERSHIP)

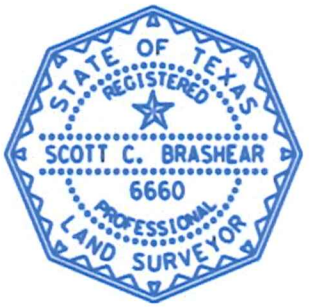


NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1937363, EFFECTIVE DATE SEPTEMBER 3, 2019, AND ISSUED DATE SEPTEMBER 11, 2019, 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.

**UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL 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

1/22/21

DATE

REF. FIELD NOTE NO. 48063
FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\22\PLAT\00\P-22.dgn

				REMAINING	13.760 AC. LEFT
EXISTING	*22.184 AC.	ACQUIRE	4.428 AC.	REMAINING	3.996 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
THE BRIDGE COMMUNITY CHURCH
OF THE ASSEMBLIES OF GOD
PARCEL 22
TAX ID R20682
4.428 AC. (192,868 SQ. FT.)

Commissioners Court - Regular Session **42.**

Meeting Date: 04/13/2021

SH 29 Right of Way Exchange

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 agreement with Marion Shipman regarding an exchange of property needed for the construction of the SH 29 Bypass project. Funding Source: Road Bonds P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Shipman Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/08/2021 10:47 AM

Form Started By: Charlie Crossfield Started On: 04/08/2021 10:29 AM

Final Approval Date: 04/08/2021

DocuSign Envelope ID: CB6CDFD4-301D-4CB8-9B88-D992F17F83BC

Sheets & Crossfield, PLLC
ATTORNEYS AT LAW
309 East Main Street • Round Rock, TX 78664-5246
Phone 512-738-8725 (D) • fax 512-255-8986
don@scrrlaw.com

March 15, 2021

Marion Shipman
1869 Ranch Holdings Ltd.
P.O. Box 1119
Cedar Park, Texas 78630

Re: Williamson County—SH 29
Right of Way exchange

Dear Mr. Shipman:

Please allow this letter to set out my understanding regarding our Agreement for the exchange of property in order to accomplish a corrective shift in the right of way alignment for the proposed SH 29 Bypass corridor roadway facility ("Project"), which had previously been acquired from you ("Owner") by Williamson County ("County") through condemnation.

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged Exchange Deed ("Deed") conveying marketable title to the parcel identified on Exhibit "A" attached hereto and incorporated herein (the "Exchange Property") free and clear of any monetary liens and encumbrances, County shall pay Owner the sum of **$80,000.00** in good funds.

2. The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

3. The Closing and completion of this transaction shall take place at Independence Title ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

4. Prior to Closing the County shall at its sole expense cause metes and bounds property surveys to be created for the Exchange Property, and which shall be attached to the Exchange Deed prior to recording in the Official Public Records. At Closing the County shall deliver a fully executed and acknowledged counterpart of the Exchange Deed conveying marketable title to the Exchange Property free and clear of any monetary liens and encumbrances.

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5. General real estate taxes for the then current year relating to the portion of the Exchange Property being conveyed to the County 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 Owner to fully satisfy. Agricultural roll-back taxes for the Exchange Property, if any, which directly result from the completion of this transaction and conveyance shall be paid by County.

6. Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to each Grantee under the Exchange Deed for the portion of the Exchange Property. County shall be responsible for all typical closing fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien release required as a condition of the Closing.

If this meets with your understanding please execute this letter where indicated below and return it to me, and we will have this approved and signed by the County and process this for Closing and payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, PLLC

DocuSign Envelope ID: CB6CDFD4-301D-4CB8-9B88-D992F17F83BC

AGREED:

1869 RANCH HOLDINGS LTD.

DocuSigned by:

By: Marion Shipman
EFF85DF1E1D84C1...

Name: Marion Shipman

Its: _____

Date: 4-1-2021

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

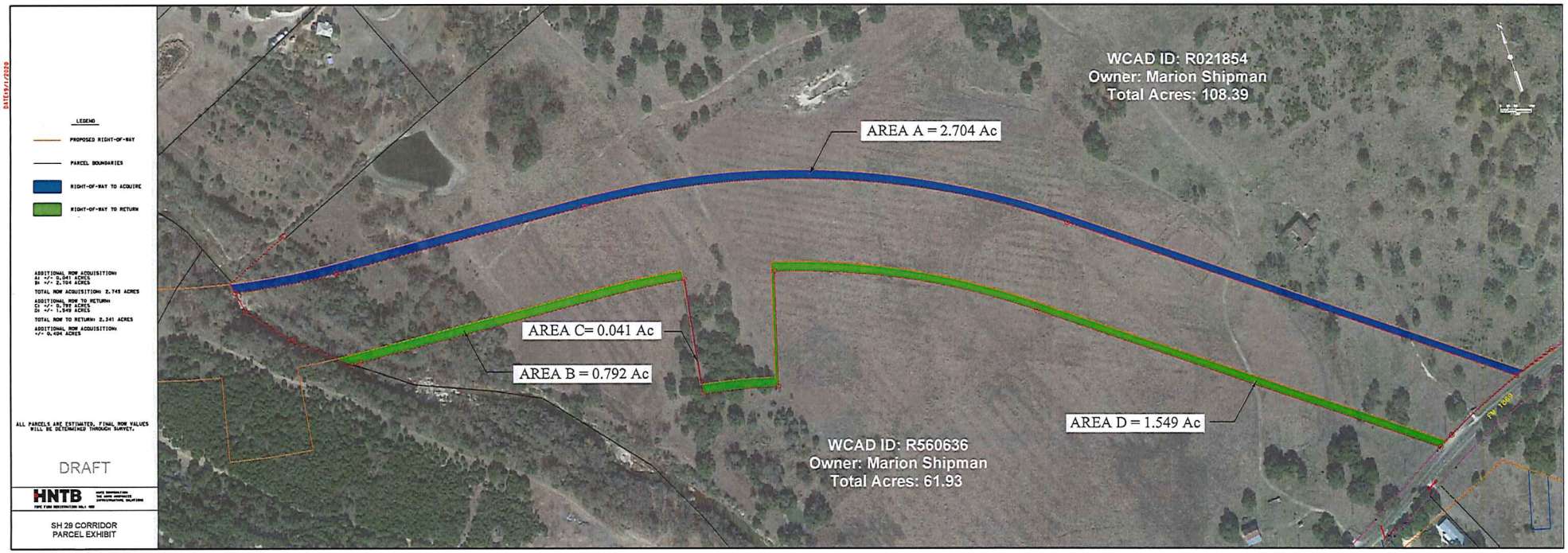
DocuSign Envelope ID: CB6CDFD4-301D-4CB8-9B88-D992F17F83BC

EXHIBIT "A" EXCHANGE PROPERTY EXHIBIT FOLLOWS

DocuSign Envelope ID: CB6CDFD4-301D-4CB8-9B88-D992F17F83BC

"Area A" = Exchange Property to County

"Area B,C,D" = Exchange Property to Owner



DocuSign Envelope ID: CB6CDFD4-301D-4CB8-9B88-D992F17F83BC

EXHIBIT "B" EXCHANGE DEED FORM FOLLOWS

DocuSign Envelope ID: CB6CDFD4-301D-4CB8-9B88-D992F17F83BC

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXCHANGE DEED

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, WILLIAMSON COUNTY, TEXAS, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626 (herein referred to as "*County*"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("*Tract 1*"); and

WHEREAS, 1869 RANCH HOLDINGS LTD whose address is P.O. Box 1119, Cedar Park, Texas 78630 (herein referred to as "*1869 Ranch*"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "B"**, attached hereto and incorporated herein by reference ("*Tract 2*"); and

WHEREAS, for mutually beneficial purposes, County and 1869 Ranch desire to exchange property, so that 1869 Ranch will hereafter own Tract 1 and County will hereafter own Tract 2;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS THAT for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to accomplish the exchange of Tract 1 and Tract 2:

(a) County has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 1 unto 1869 Ranch, TO HAVE AND TO HOLD Tract 1, together with all improvements, rights, and appurtenances thereto unto 1869 Ranch and its successors and assigns, forever; and County does hereby bind itself and its successors and assigns to warrant and forever defend Tract 1 unto 1869 Ranch, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under County, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 1, and the liens securing payment of ad valorem taxes for the current and all subsequent years; and

(b) 1869 Ranch has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 2 unto County, TO HAVE AND TO HOLD Tract 2, together with all improvements, rights, and appurtenances thereto unto County and its successors and assigns,

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forever; and 1869 Ranch does hereby bind itself and its successors, and assigns to warrant and forever defend Tract 2 unto County, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under 1869 Ranch, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 2, and the liens securing payment of ad valorem taxes for the current and all subsequent years.

The Tract 2 property to County is being delivered in lieu of condemnation.

Any liens or claims that would arise in favor of any party by operation of law, or otherwise, due to Tract 1 and Tract 2 not being equal in size or value are expressly waived and released. This Exchange Deed may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

* * *

EXECUTED AND DELIVERED by the undersigned effective as of _____, 2021.

(*signatures on following pages*)

DocuSign Envelope ID: CB6CDFD4-301D-4CB8-9B88-D992F17F83BC

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

County:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2021, by County Judge Bill Gravell, Jr., in the capacity and for the purposes and consideration recited herein.

_____
Notary Public Signature

(seal)

DocuSign Envelope ID: CB6CDFD4-301D-4CB8-9B88-D992F17F83BC

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

1869 Ranch:

1869 RANCH HOLDINGS LTD

By:_____

Name:_____

Its:_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____ in the capacity and for the purposes and consideration recited herein.

_____
Notary Public Signature

(seal)

Commissioners Court - Regular Session **43.**

Meeting Date: 04/13/2021

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: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss the acquisition of real property for N. Mays.
i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
j) Discuss the acquisition of real property for CR 111.
k) Discuss the acquisition of real property for Corridor H
l) Discuss the acquisition of real property for future SH 29 corridor.
m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
n) Discuss the acquisition of right-of-way for Corridor C.
o) Discuss the acquisition of right-of-way for Corridor F.
p) Discuss the acquisition of right-of-way for Corridor D.
q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
r) Discuss the acquisition of right-of-way for Reagan extension.
s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
t) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
u) Discuss the acquisition of the MKT Right of Way
v) Discuss acquisition of drainage easement in relation to County Road 176

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574

C. 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	04/08/2021 10:49 AM
Form Started By: Charlie Crossfield		Started On: 04/08/2021 10:37 AM
Final Approval Date: 04/08/2021		

Commissioners Court - Regular Session **44.**

Meeting Date: 04/13/2021

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) Project Cedar
c) Project Expansion
d) Project Arcos
e) Project Woods
f) Project Liberty
g) Project Long Haul
h) Project Bon Jovi
i) Project Crystal
j) Project Link
k) Project Winston
l) Project Solo
m) Project Stamp

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	04/08/2021 10:50 AM

Form Started By: Charlie Crossfield Started On: 04/08/2021 10:42 AM

Final Approval Date: 04/08/2021