# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONERS COURT
# May 24, 2022
# 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.

**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 3 – 21 )

**3.** 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 | 0100.0560.004705 | Pre-Employment Screening | $1,500.00 |
| To | 0100.0560.004210 | Internet/Email Services | $1,500.00 |

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

**5.** Discuss, consider, and take appropriate action on accepting a donation of Gumbo's $100.00 gift card in support of Williamson County Sheriff's Victim Services (pursuant to Tex. Loc. Gov't Code 81.032).

**6.** Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, April 2022 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**7.** Discuss, consider, and take appropriate action canceling Commissioners Court for Tuesday, July 5, 2022.

**8.** Discuss, consider and take appropriate action on approval of Termination of Risk Consulting Contract with McGriff, Seibels & Williams effective May 31, 2022 and authorizing the execution of the termination.

**9.** Discuss, consider and take appropriate action on awarding RFP #22RFP79 Broker of Risk Coverage to the highest scoring proposer McGriff Insurance Services, Inc., and authorizing the execution of ensuing agreement.

**10.** Discuss, consider, and take appropriate action on approving the Agreement for Fence Line Clearing and Related Services with Texas Ranch Enhancements, LLC in the not-to-exceed amount of $9,750.00 and authorizing the execution of this agreement. Funding Source is P594.

**11.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Camp Twin Lakes Pedestrian Bridge, under IFB 22IFB51. Funding Source is P555.

**12.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Psychiatric Services for Emergency Services under RFQ #22RFSQ100.

**13.** Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Knight Security Systems for the Wireless Communications Camera Addition, in the total amount of $3,592.58 with an annual recurring amount of $360.00, pursuant to the DIR-CPO 4494 contract, and authorizing the execution of the agreement.

**14.** Discuss, consider, and take appropriate action on approving Addendum to *Attachment B – Compensation and Fee Schedule with Material* for The Door Co. as associated with Contract #22RFP32, originally awarded on December 14, 2021, agenda item #44, to include solicitation document with the noted percentage of mark-up for materials required for remedial repairs not covered under the quarterly or annual services and authorize the execution of the addendum.

**15.** Discuss, consider, and take appropriate action on rejecting proposal(s) submitted on RFP #22RFP90 Champion Park Parking Lot Improvements and Landscaping and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #22RFP119. Funding Source: P552

**16.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Aggregates Surface Treatment Type D for Road and Bridge Department under IFB #22IFB114.

**17.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Asphalt Mixes for Road and Bridge Department, under IFB #22IFB116.

**18.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between WSB & Associates, Inc. and Williamson County dated March 9, 2021 for CR 201 (CR 200 to Umbrella Sky) Phase 1. This supplemental is to extend the expiration date to December 31, 2022 and increase the maximum amount payable to $144,075.00. Funding source: P499

**19.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to increase the maximum amount payable to $150,000.00. Funding source: 01.0200.0210.004150.

**20.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB Corridor C / SH 29 Bypass, under 22IFB117. Funding Source is P459.

**21.** Discuss, consider and take appropriate action on approval of the final plat for the Pleasantville subdivision – Precinct 4.

## REGULAR AGENDA

**22.** Discuss, consider and take appropriate action regarding the allocation of American Rescue Plan Act (ARPA) funds for water and wastewater projects.

**23.** Consider, discuss, and take appropriate action on the appointment of Josh Renner, Williamson County's Environmental Program Manager to the Clean Air Coalition Advisory Committee (CACAC) of the Capital Area Council of Governments (CAPCOG).

**24.** Discuss, consider and take appropriate action regarding the engagement of the law firm of Nossaman, LLP to represent Williamson County in pursuing legal action against the U.S. Fish and Wildlife Service and related parties in connection with critical habitat designation for the Georgetown salamander and Salado salamander; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**25.** Discuss, consider and take appropriate action on the engagement of the law firm of Carter Arnett PLLC to represent Steve Deaton, a former employee of the Williamson County Sheriff's Office, in relation to Civil Action No. 1:21-cv-00374-RP; *Gary Watsky v. Williamson County, Texas, et al.*; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**26.** Discuss, consider and take appropriate action on an updated State Plan of Operation (SPO) Agreement between the State of Texas and the Williamson County Sheriff's Office with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 U.S.C. 2576a.

**27.** Discuss, consider, and take appropriate action on authorizing a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of $155,000.00 as per Omnia National Contract #R161501 with Fleetcor Technologies.

**28.** Discuss, consider, and take appropriate action on awarding RFP #22RFP98 Construction Manager at Risk (CMAR) for River Ranch Park Closeout to Chasco Constructors, Ltd, LLC and authorize the execution of the agreement between Williamson County and the CMAR. Funding Source is P315.

**29.** Discuss, consider, and take appropriate action to ratify Purchase Order (PO) #180688 in the amount of $163,680.00 for RA-BLK Road Rescue Asphalt Repair, via BuyBoard Contract# 612-20, from Blades Group LLC.

**30.** Discuss, consider and take appropriate action on a real estate contract with Herbert Wayne Raesz and Karen D. Raesz for 0.117 acres for right of way, 0.051 acres for a drainage easement and 0.071 acres for a temporary construction easement needed on Southeast Loop (Segment 2). (Parcel 85) Funding Source: Road Bonds P392

**31.** Discuss, consider and take appropriate action on a TXDOT Resolution for an AFA Amendment #1 for the CR 366 Project, Road Bond Project, P296.

**32.** Discuss, consider and take appropriate action on a real estate contract and leaseback agreement with Stephen and Candice Walker for right of way needed on the SE Loop Segment 2 project (Parcel 48). Funding Source: Road Bonds P392

**33.** Discuss, consider and take appropriate action on an Amendment No, 1 Grant Agreement with Texas Water Development Board (TWDB) for the Atlas 14 Floodplain Mapping Study.Funding Source: LRTP/CIP: P583

**34.** Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.493 acres (parcel 4) and 0.709 acres (parcel 5) required for the construction of County Road 332. (Rosa Aguado and Pedro Aguado/ Parcel 4 and 5) Funding Source: Road Bonds P366

**35.** Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.279 acres required for the construction of County Road 404. (Estate of Tony Daniel Michalik/Parcel 11) Funding Source: Road Bonds P390

**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)."***

**36.** 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 332
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 Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
h) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of right-of-way for Hero Way.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of right of way for Corridor E.
v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.

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

g) Discuss the sale of 106 Dana Drive, Hutto, Texas

h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

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

D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

**37.** Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

Business prospect(s) that may locate or expand within Williamson County.

a) Project Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis
h) Project Crystal Lagoon
i) Project Phantom
j) Project World

**38.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

**a. General:**

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. 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.

**b. Litigation:**

1. 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
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al.; In the District Court of Williamson County, Texas
3. Civil Action No. 1:20-cv-00842; SonWest Co. v. J. Terron Evertson, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. 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
5. 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
6. 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
7. Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District of Texas, Austin Division
8. Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
9. Civil Action No. 1:21-cv-480; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:21-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District of Texas, Austin Division
11. Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
12. Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In the United States District Court for the Western District of Texas, Austin Division
13. Civil Action No. 5:21-cv-1223-FB; Isabel Longoria and Cathy Morgan v. Warren K. Paxton et al.; In the United States District Court for the Western District of Texas, San Antonio Division
14. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas
15. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas
16. Cause No. 22-0372-C425; Ryan Gallagher, Contestant v. Bill Gravell, In his official capacity as Williamson County Judge; 425th Judicial District Court, Williamson County, Texas
17. Cause Number: 3SC-22-0044; James M. Martin and Rebecca S. Martin v. Williamson County Regional Animal Shelter; In The Justice Court Precinct Three of Williamson County, Texas
18. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division

**c. EEOC/TWC matters:**

1. EEOC Charge #451-2021-00812 – S.H.
2. EEOC Charge #451-2021-00920 – K.B.
3. EEOC Charge #451-2021-01357 – J.G.
4. EEOC Charge #451-2021-01145 – G.H.
5. EEOC Charge #451-2021-01742 – J.R.

**d. Claims:**

1. Property damage claim by Erica Walls

**e. Other:**

1. 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.
2. Legal matters pertaining to the Emergency Communications Department.
3. Legal matters pertaining to the GardaWorld contract.
4. Legal matters pertaining to Solara at Highland Horizon Condominium Project
5. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders

**39.** Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

**40.** 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).

**41.** Discuss and take appropriate action concerning economic development.

**42.** Discuss and take appropriate action concerning real estate.

**43.** Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

**a. General:**

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. 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.

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13. Civil Action No. 5:21-cv-1223-FB; Isabel Longoria and Cathy Morgan v. Warren K. Paxton et al.; In the United States District Court for the Western District of Texas, San Antonio Division
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16. Cause No. 22-0372-C425; Ryan Gallagher, Contestant v. Bill Gravell, In his official capacity as Williamson County Judge; 425th Judicial District Court, Williamson County, Texas
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3. EEOC Charge #451-2021-01357 – J.G.
4. EEOC Charge #451-2021-01145 – G.H.
5. EEOC Charge #451-2021-01742 – J.R.

**d. Claims:**

1. Property damage claim by Erica Walls

**e. Other:**

1. 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.
2. Legal matters pertaining to the Emergency Communications Department.
3. Legal matters pertaining to the GardaWorld contract.
4. Legal matters pertaining to Solara at Highland Horizon Condominium Project
5. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders

**44.** 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.

**45.** Comments from Commissioners.

**46.** 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.

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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 20th day of May 2022 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session** **3.**

**Meeting Date:** 05/24/2022

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 requested transfer is to provide funding for cloud based software to improve and expedite the vetting and hiring of law enforcement personnel.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0560.004705 | Pre-Employment Screening | $1,500.00 |
| To | 0100.0560.004210 | Internet/Email Services | $1,500.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 09:20 AM |
| Budget Office | Saira Hernandez | 05/19/2022 09:35 AM |
| Form Started By: Peggy Braun | | Started On: 05/19/2022 09:04 AM |
| Final Approval Date: 05/19/2022 | | |

**Commissioners Court - Regular Session** **4.**

**Meeting Date:** 05/24/2022

Compensation Items

**Submitted By:** Kayla Marek, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

See attached documentation for details.

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**Fiscal Impact**

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

**Attachments**

Merit Report

Merit LIT

Position Changes

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Human Resources (Originator) | Rebecca Clemons | 05/18/2022 07:21 PM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 08:01 AM |
| Form Started By: Kayla Marek | | Started On: 05/18/2022 04:05 PM |
| Final Approval Date: 05/19/2022 | | |

| Department | Position | Emp Num | Current Annual Salary | Annual Merit Amt | Merit% | New Annual Salary | Lumpsum Merit | Pay Proposal Reason | Effective Date of Change |
|---|---|---|---|---|---|---|---|---|---|
| Benefits | Wellness Coordinator.1951.001100. | 15575 | $64,272.00 | $1,285.44 | 2.00 | $65,557.44 | - | MERIT | 27-May-22 |

| | | | | (TO) | (FROM) |
|---|---|---|---|---|---|
| entity | fund | dept | object | dr | cr |
| 01 | 0885 | 0886 | 001100 | 1285.44 | |
| 01 | 0885 | 0886 | 001130 | | 1285.44 |

| Department Number and Name | PCN | EE ID | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes | Earliest Oracle Effective Date |
|---|---|---|---|---|---|---|---|---|---|---|
| 499 -Tax Assessor/Collector | 1487 | 10410 | $48,908.08 | N/A | $48,908.08 | $44,195.51 | $4,712.57 | N/A | Reallocation of position budget to facilitate lateral movement as allowed by policy. Surplus salary from PCN 1487 to 1436 | 5/27/2022 |
| 499 -Tax Assessor/Collector | 1436 | Vacant | N/A | N/A | $44,195.54 | $48,908.11 | N/A | $4,712.57 | Reallocation of position budget to facilitate lateral movement as allowed by policy. Surplus salary from PCN 1487 to 1436 | 5/27/2022 |

*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session** **5.**

**Meeting Date:** 05/24/2022

Gumbo's gift card Donation to Victim Services

**Submitted For:** Mike Gleason **Submitted By:** Mary Sturgeon, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on accepting a donation of Gumbo's $100.00 gift card in support of Williamson County Sheriff's Victim Services (pursuant to Tex. Loc. Gov't Code 81.032).

### Background

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## Fiscal Impact

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/13/2022 01:04 PM |
| Form Started By: Mary Sturgeon | | Started On: 05/13/2022 07:13 AM |
| Final Approval Date: 05/13/2022 | | |

**Commissioners Court - Regular Session** **6.**

**Meeting Date:** 05/24/2022

Justice of the Peace 4 April 2022 Monthly Report

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

**Department:** J.P. Pct. #4

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, April 2022 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**Background**

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**Fiscal Impact**

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

**Attachments**

JP4 EOM APR 2022

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 08:01 AM |
| Form Started By: Veronica Bolander | | Started On: 05/18/2022 05:20 PM |
| Final Approval Date: 05/19/2022 | | |

**IN COMPLIANCE WITH ARTICLE 103**
**CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS**
**COUNTY OF WILLIAMSON**

**I, Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, on my oath, state that the attached report of money collected is a true and correct report for the month of April 2022.**

**Signed on this the 18th day of May 2022.**

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

**STACY HACKENBERG**
**JUSTICE OF THE PEACE**
**PRECINCT FOUR**

# Payment Report - Transaction/Adjustment Detail



Transaction Date: **04/01/2022 - 04/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

| Final Totals | | Fee Totals | Transaction Totals |
|---|---|---|---|
| **Total Payments** | | **27,676.53** | **27,676.53** |
| **Total Adjustments Impacting Payments** | | **0.00** | **0.00** |
| **Final Fee Code Totals** | | **27,676.53** | **27,676.53** |
| Tender Method Summary | | | |
| **Tender Types** | Cash | 901.14 | 901.14 |
| | Cashier's Check | 1,313.50 | 1,313.50 |
| | Certified Payments Credit Card | 15,492.04 | 15,492.04 |
| | Check | 1,658.00 | 1,658.00 |
| | Credit Card | 853.00 | 853.00 |
| | E-File Credit Card | 6,629.75 | 6,629.75 |
| | Money Order | 829.10 | 829.10 |

Detailed report is available through the Auditor's Office.

# Payment Report - G/L and Fund Summary



Transaction Date: **04/01/2022 - 04/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

| G/L Account | G/L Account Number | Fee Totals |
|---|---|---|
| **0100 - General Fund** | | |
| 01-0100-0000-207017 - Collections Agency Fee | L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee | 950.67 |
| 01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4 | L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4 | 4,370.65 |
| 01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4 | L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4 | 4,350.00 |
| 01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4 | L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4 | 65.00 |
| 01-0100-0000-342860 -Time Payment Fee County 2.50 | L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50 | 80.00 |
| 01-0100-0000-351304 - FINES, JP PCT-4 | L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4 | 8,750.00 |
| 01-0100-0000-365103 Language Access Fund | L-004-4-01-0100-0000-365103: Language Access Fund | 453.00 |
| 01-0100-0000-370500 - Miscellaneous Revenue | L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue | 1.00 |
| 99-9999-9999-000003 - LOCAL Consolidated CC-Misd C | L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C | 846.40 |
| | **0100 - General Fund Total:** | **19,866.72** |
| **0361 - JP Security Fund** | | |
| 01-0361-0000-341154 - JP 4 SECURITY FEES | L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES | 13.24 |
| | **0361 - JP Security Fund Total:** | **13.24** |
| **0369 - JP-4 Truancy Program Fund** | | |
| 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398) | L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398) | 50.00 |
| 01-0369-0000-370000 - JP-4 Truancy Program Fees | L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee | 16.55 |
| | **0369 - JP-4 Truancy Program Fund Total:** | **66.55** |
| **0370 - Alternate Dispute Resolution Fund** | | |
| 01-0370-0000-341170 - Alternate Dispute Resolution Fees | L-004-4-01-0371-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees | 755.00 |
| | **0370 - Alternate Dispute Resolution Fund Total:** | **755.00** |
| **0372 - Justice Court Technology Fund** | | |
| 01-0372-0000-341144 - JP 4 TECHNOLOGY FEES | L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES | 13.24 |
| | **0372 - Justice Court Technology Fund Total:** | **13.24** |

# Payment Report - Fee Code Summary



Transaction Date: **04/01/2022 - 04/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

**Fee Code Summary**

| Code Word | Description | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|---|
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| 2020AFDPS | Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e) | 146.17 | 32 | 0.00 | 0 | 0.00 | 0 | 146.17 | 32 |
| 2020AFSO | Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e) | 156.13 | 35 | 0.00 | 0 | 0.00 | 0 | 156.13 | 35 |
| 2020CCC | State Cons Court Cost LGC 133.102(a)(3) | 3,748.32 | 67 | 0.00 | 0 | 0.00 | 0 | 3,748.32 | 67 |
| 2020CDF | Compliance Dismissal Fine | 70.00 | 7 | 0.00 | 0 | 0.00 | 0 | 70.00 | 7 |
| 2020DSCM | Driving Safety Course Mandatory CCP 45. 0511(f)(1) | 53.34 | 6 | 0.00 | 0 | 0.00 | 0 | 53.34 | 6 |
| 2020LCCC-C | LOCAL Consolidated Court Cost LGC 134.103(a) | 846.40 | 67 | 0.00 | 0 | 0.00 | 0 | 846.40 | 67 |
| 2020LTF | Local Traffic Fine (TC 542.403) | 105.68 | 38 | 0.00 | 0 | 0.00 | 0 | 105.68 | 38 |
| 2020STF | State Traffic Fine (TC 542.4031) | 1,761.39 | 38 | 0.00 | 0 | 0.00 | 0 | 1,761.39 | 38 |
| 2020TPF | Time Payment Fee CCP 102.030 | 77.50 | 10 | 0.00 | 0 | 0.00 | 0 | 77.50 | 10 |
| AB | Abstract | 25.00 | 2 | 0.00 | 0 | 0.00 | 0 | 25.00 | 2 |
| AFDPS | Arrest Fee - DPS (CCP 102.011) | 10.00 | 2 | 0.00 | 0 | 0.00 | 0 | 10.00 | 2 |
| AFPW | Arrest Fee - Texas P&W (CCP 102.011) | 1.55 | 1 | 0.00 | 0 | 0.00 | 0 | 1.55 | 1 |
| AFSO | Arrest Fee - Sheriff's Office (CCP 102.011) | 5.00 | 1 | 0.00 | 0 | 0.00 | 0 | 5.00 | 1 |
| CB | Cash Bond | 650.00 | 3 | 0.00 | 0 | 0.00 | 0 | 650.00 | 3 |
| CCC | Consolidated Court Costs [Loc. Gov't Code, 133.102] | 132.41 | 4 | 0.00 | 0 | 0.00 | 0 | 132.41 | 4 |
| CCOP | Civil Copies | 10.50 | 9 | 0.00 | 0 | 0.00 | 0 | 10.50 | 9 |
| CERT | Certified Copy | 9.00 | 1 | 0.00 | 0 | 0.00 | 0 | 9.00 | 1 |
| CFINE | County Fine | 8,750.00 | 60 | 0.00 | 0 | 0.00 | 0 | 8,750.00 | 60 |
| CHS | Courthouse Security Fee (CCP 102.017) | 9.93 | 4 | 0.00 | 0 | 0.00 | 0 | 9.93 | 4 |
| CHSJC | JP Security Fee (CCP 102.017) | 3.31 | 4 | 0.00 | 0 | 0.00 | 0 | 3.31 | 4 |
| CJS | Criminal Judicial Support Fee (LGC 103.105) | 19.86 | 4 | 0.00 | 0 | 0.00 | 0 | 19.86 | 4 |
| COLLFEE | Collection Agency Fee | 950.67 | 8 | 0.00 | 0 | 0.00 | 0 | 950.67 | 8 |
| CONT4 | Constable Service Fee Pct #4 | 3,150.00 | 35 | 0.00 | 0 | 0.00 | 0 | 3,150.00 | 35 |
| DDF | Deferred Disposition Fee | 1.00 | 1 | 0.00 | 0 | 0.00 | 0 | 1.00 | 1 |
| IDF | Indigent Defense Fee (LGC 133.107) | 6.62 | 4 | 0.00 | 0 | 0.00 | 0 | 6.62 | 4 |
| JCTF | Justice Court Technology Fee (CCP 102.0173) | 13.24 | 4 | 0.00 | 0 | 0.00 | 0 | 13.24 | 4 |
| JFR | Jury Reimbursement Fee (CCP 102.0045) | 13.24 | 4 | 0.00 | 0 | 0.00 | 0 | 13.24 | 4 |
| JTP | Juvenile Truancy Program (CCP 102.0174) | 16.55 | 4 | 0.00 | 0 | 0.00 | 0 | 16.55 | 4 |
| JURY | Jury Fee | 22.00 | 1 | 0.00 | 0 | 0.00 | 0 | 22.00 | 1 |
| LT10 | Overpayments < $10 | 1.00 | 1 | 0.00 | 0 | 0.00 | 0 | 1.00 | 1 |

# Payment Report - G/L and Fund Summary



Transaction Date: **04/01/2022 - 04/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

| G/L Account | G/L Account Number | Fee Totals |
|---|---|---|
| **0399 - State Agency Fund** | | |
| 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State | L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State | 6.62 |
| 01-0399-0000-208160 - CCC FEES DUE TO STATE COMP | L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs | 132.41 |
| 01-0399-0000-208165 - CCC 01.2020 Fee's Due to State | L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3 | 3,748.32 |
| 01-0399-0000-208181 - State Consolidated Fee | L-004-0399-0000-208181: State Consolidated Fee | 378.00 |
| 01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE | L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee | 13.24 |
| 01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE | L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund | 19.86 |
| 01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE | L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees | 157.72 |
| 01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST | L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State | 0.10 |
| 01-0399-0000-208426 - State Traffic Fine Due To State | L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State | 1,811.39 |
| 01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST | L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee | 6.62 |
| 01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE | L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment | 37.50 |
| | **0399 - State Agency Fund Total:** | **6,311.78** |
| **JP BOND** | | |
| 01-0100-0000-207008 - JP4 Bond Liability Account | L-004-4-01-02-00002: JP4 Registry Bond Account Liability | 650.00 |
| | **JP BOND Total:** | **650.00** |
| | **Fee Totals for All Funds:** | **27,676.53** |

# Payment Report - Fee Code Summary



Transaction Date: **04/01/2022 - 04/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

**Fee Code Summary**

| Code Word | Description | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|---|
| | | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| MVF | Moving Violation Fee (CCP 102.022) | 0.10 | 1 | 0.00 | 0 | 0.00 | 0 | 0.10 | 1 |
| SB41CDRF | County Dispute Resolution fund - LGC 135.157 | 755.00 | 151 | 0.00 | 0 | 0.00 | 0 | 755.00 | 151 |
| SB41JCSF | Justice Court Support Fund | 3,775.00 | 151 | 0.00 | 0 | 0.00 | 0 | 3,775.00 | 151 |
| SB41LAF | Language Access Fund - LGC 135.155 | 453.00 | 151 | 0.00 | 0 | 0.00 | 0 | 453.00 | 151 |
| SB41SCF | State Consolidated Fee | 378.00 | 19 | 0.00 | 0 | 0.00 | 0 | 378.00 | 19 |
| SFC4 | Service/Arrest Fee - Const. 4 | 15.00 | 2 | 0.00 | 0 | 0.00 | 0 | 15.00 | 2 |
| STFS | State Traffic Fine Due To State (HB2048) | 50.00 | 1 | 0.00 | 0 | 0.00 | 0 | 50.00 | 1 |
| TCC | Truancy Court Cost (HB2398) | 50.00 | 1 | 0.00 | 0 | 0.00 | 0 | 50.00 | 1 |
| TFC | Traffic | 3.00 | 1 | 0.00 | 0 | 0.00 | 0 | 3.00 | 1 |
| TP | Time Payment Fee | 25.00 | 1 | 0.00 | 0 | 0.00 | 0 | 25.00 | 1 |
| TPC | Time Payment Fee - County | 2.50 | 1 | 0.00 | 0 | 0.00 | 0 | 2.50 | 1 |
| TPDF | Truancy Prevention and Diversion Fund - JP4 eDoc Conversion | 6.62 | 4 | 0.00 | 0 | 0.00 | 0 | 6.62 | 4 |
| TPS | Time Payment Fee - State | 12.50 | 1 | 0.00 | 0 | 0.00 | 0 | 12.50 | 1 |
| WARC4 | Warrant Fee - Constable Pct. 4 | 50.00 | 1 | 0.00 | 0 | 0.00 | 0 | 50.00 | 1 |
| WEXEC | Writ of Execution | 5.00 | 1 | 0.00 | 0 | 0.00 | 0 | 5.00 | 1 |
| WF | Warrant Fee | 100.00 | 2 | 0.00 | 0 | 0.00 | 0 | 100.00 | 2 |
| WPOSS | Writ of Possession | 30.00 | 6 | 0.00 | 0 | 0.00 | 0 | 30.00 | 6 |
| WSF4 | JP4 - Writ Service Fee | 1,200.00 | 8 | 0.00 | 0 | 0.00 | 0 | 1,200.00 | 8 |

| Fee Code Summary Totals | Gross | | Positive Adjustments | | Negative Adjustments | | Net | |
|---|---|---|---|---|---|---|---|---|
| | Amount | Number | Amount | Number | Amount | Number | Amount | Number |
| | 27,676.53 | 960 | 0.00 | 0 | 0.00 | 0 | 27,676.53 | 960 |

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

**Deposit Date: 4/01/2022-4/30/2022**

| | DR | CR | GL Code | GL Description | ALLOCATION % |
|---|---|---|---|---|---|
| Local CCC-Class C | | $846.40 | 99-9999-9999-000003 | Local CCC-Class C Due to County | |
| Court Security Fee | $296.24 | | 01.0361.0000.341154 | COURTHOUSE SECURITY FEES | 35.000000% |
| Local Truancy Prevention & Diversion Fund Fee | $302.29 | | 01.0369.0000.370000 | Local Truancy Prevention & Diversion Fund Fee | 35.714300% |
| Justice Court Technology Fund | $241.83 | | 01.0372.0000.341144 | Justice Court Technology Fund | 28.571400% |
| County Jury Fund Fee | $6.04 | | 01.0100.0000.342853 | County Jury Fund Fee | 0.714300% |
| Percentage Distribution Total: | $846.40 | $846.40 | | | 100.000000% |
| Collected | $846.40 | | | | |

**Commissioners Court - Regular Session** **7.**

**Meeting Date:** 05/24/2022

Cancel Commissioners Court for July 5, 2022

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

**Department:** Commissioner Pct. #1

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action canceling Commissioners Court for Tuesday, July 5, 2022.

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/17/2022 04:29 PM |
| Form Started By: Garry Brown | | Started On: 05/17/2022 02:01 PM |
| Final Approval Date: 05/17/2022 | | |

**Commissioners Court - Regular Session** **8.**

**Meeting Date:** 05/24/2022

Approval of Termination of Risk Consulting Contract with McGriff, Seibels & Williams for the Human Resources Department/Risk Division

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

## Information

### Agenda Item

Discuss, consider and take appropriate action on approval of Termination of Risk Consulting Contract with McGriff, Seibels & Williams effective May 31, 2022 and authorizing the execution of the termination.

### Background

This action terminates the existing Consultant Agreement for McGriff, Seibels & Williams. An RFP was issued for Broker of Record Services and this contract is no longer needed.

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## Fiscal Impact

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

## Attachments

Termination Agreement

Outstanding invoice

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 05/19/2022 10:16 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 10:18 AM |
| Form Started By: Kerstin Hancock | | Started On: 05/18/2022 11:56 AM |
| Final Approval Date: 05/19/2022 | | |

# AGREEMENT TO TERMINATE
# SERVICE AGREEMENT FOR INSURANCE & RISK MANAGEMENT SERVICES

This Agreement to Terminate that certain **Service Agreement for Insurance & Risk Management Services** (this "Termination Agreement") is hereby made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas ("County"), and **McGriff, Seibels & Williams** ("McGriff"), which may be collectively referred to herein as the "Parties".

## RECITALS

**WHEREAS,** County and McGriff are parties to that certain **Service Agreement for Insurance & Risk Management Services** wherein McGriff agreed to provide consulting services related to insurance and risk management for the County (the "Agreement"); and

**WHEREAS**, County and McGriff desire to terminate the Agreement as of the Effective Date of this Termination set out herein below.

**NOW, THEREFORE,** for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agree as follows:

## ARTICLE I
## TERMINATION OF AGREEMENT

1.01 Termination. On the terms set forth herein, County and McGriff mutually agree to terminate the Agreement.

1.02 Effective Date of Termination. The Effective Date of Termination of the Agreement shall be **May 31, 2022**.

1.03 Obligations Under Agreement Prior to Termination. Prior to 11:59 pm on the Effective Date of Termination, the Parties shall continue to comply with all terms of the Agreement.

1.04 Obligations Under Agreement Following Termination. County and MgGriff shall have no continued obligations under the Agreement, with the exception of any obligations accruing prior to the Effective Date of Termination and any obligations or agreements that extend beyond the Effective Date of Termination under the terms of the Agreement.

1.05 Fee owed by County. For the current annual fee, the parties agree that County's pro rata share for services rendered and goods actually received from April 1, 2022 through the Effective Date of Termination will be in the amount of **$7,016.00**.

## ARTICLE II
## GENERAL PROVISIONS

2.01 Entire Agreement. Each party hereto acknowledges that this Termination Agreement embodies the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof. This Termination Agreement may not be altered, modified, terminated, or discharged except by a writing signed by the parties against whom such alteration, modification, termination, or discharge is sought.

2.02 Identical Counterparts. This Termination Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall collectively constitute the same instrument, but in making proof of this Termination Agreement, only one such counterpart need be produced or accounted for.

2.03 Representation and Construction. By executing this Termination Agreement, the parties acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination Agreement. This Termination Agreement shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination Agreement or any provision contained herein.

IN WITNESS WHEREOF, the parties have executed and bound themselves to this Termination Agreement effective as of the date set forth below each party's execution.

| **WILLIAMSON COUNTY, TEXAS:** | **McGriff, Seibels & Williams:** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: Ben Odom |
| Title: _____ | Title: Senior Vice President |
| Date: _____ ____, 2022 | Date: May 03, 2022 |

# INVOICE

| PAYMENT INSTRUCTIONS: DETACH AND RETURN WITH REMITTANCE TO: | |
|---|---|
| **Regular Mailing Address:**<br>McGriff Lockbox<br>Drawer 456<br>PO Box 11407<br>Birmingham, AL 35246-0456 | **Overnight Mailing Address:**<br>McGriff Lockbox<br>Attention: Lockbox Dept. Drawer 456<br>2090 Parkway Office Circle<br>Birmingham, AL 35244 |

| | |
|---|---|
| **Customer** | Williamson County |
| **Acct #** | 24658 |
| **Date** | 05/04/2022 |
| **Customer Service** | Ben Odom<br>Shirley Erickson |
| **Page** | 1 of 1 |

**Williamson County**
**100 Wilco Way, Suite HR101**
**Georgetown, TX 78626-0000**

| Payment Information | |
|---|---|
| **Invoice Summary** | $ 7,016.00 |
| **Payment Amount** | |
| **Payment for:** | Invoice#350662 |
| 202 | |

Thank You

Please detach and return with payment

Customer: Williamson County

| Invoice | Effective | Transaction | Description | Amount |
|---|---|---|---|---|
| | | | Service Agreement #202 04/01/2020-05/31/2022 | |
| 350662 | 04/01/2022 | New Business Service | Consulting Agreement Fee | 7,016.00 |
| | | | Consulting Agreement Fee From 4/1/22 to 5/31/22 | |

**01.0100.0409.004100**
**$7,016.00**

***APPROVED***
***By Andrea Schiele at 1:12 pm, May 04, 2022***

| Total |
|---|
| $ 7,016.00 |

Thank You

*Please pay by invoice. Premiums are due and payable upon receipt or on the effective date whichever is later. Thank you!*

| **McGriff Insurance Services, Inc.** | (205)252-9871 | **Date** |
|---|---|---|
| 2211 7th Ave South<br>Birmingham, AL 35233 | | 05/04/2022 |

**Commissioners Court - Regular Session** **9.**

**Meeting Date:** 05/24/2022

Award of RFP #22RFP79 Broker of Record for Risk Coverage to McGriff Insurance Services, Inc. for Human Resources Department/Risk Division

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on awarding RFP #22RFP79 Broker of Risk Coverage to the highest scoring proposer McGriff Insurance Services, Inc., and authorizing the execution of ensuing agreement.

**Background**

The Purchasing Department issued 1,023 notifications for this solicitation to seek a Broker of Record for Risk Coverage. Three (3) responses were received of which two (2) vendors were shortlisted and invited for a presentation. After an in depth review the evaluation committee recommends award to the highest scoring proposer, McGriff Insurance Services, Inc., for the annual amount of $69,800.00. Payments will be submitted monthly. Breakdown as follows: Month 1-11 at an amount of $5,816 and month 12 at an amount of $5,824. The funding source is 01.0100.0409.004100. Department Point of Contact is Malea Schmitt.

---

**Fiscal Impact**

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

**Attachments**

Ensuing Agreement

Score sheet

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 05/19/2022 11:42 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 11:44 AM |
| Form Started By: Kerstin Hancock | | Started On: 05/18/2022 09:58 AM |
| Final Approval Date: 05/19/2022 | | |

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**Services Contract**
**for**
**Broker of Record for Risk Coverage**

**(McGriff Insurance Services, Inc. - RFP #22RFP79)**

**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, and the Texas Health & Safety Code.**

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 **McGriff Insurance Services, Inc.** (hereinafter "Service Provider" or "McGriff"), with mailing address at 10100 Katy Freeway, Suite 400, Houston, TX 77043 (phone 713-877-8975). 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.

## II.

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

**A. Williamson County RFP #22RFP79 (Broker of Record for Risk Coverage);**

**B. Service Provider's Response to Williamson County RFP #22RFP79 (dated April 5, 2022); and**

**C. Any required insurance certificates evidencing required coverages.**

In the event a dispute arises between terms and conditions of: 1) this Services Agreement; (2) Williamson County Request for Proposal #22RFP79; and (3) McGriff's Response to Williamson County Request for Proposal #22RFP79, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Services Agreement; (2) terms and conditions of Williamson County Request for Proposal #22RFP79; and (3) McGriff's Response to Williamson County Request for Proposal #22RFP79.

## 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 an annual fee and billed monthly as services are rendered (monthly payments of $5,816 during months 1 – 11; and $5,824 for month 12 during The County's fiscal year). **The not-to-exceed amount under this agreement is $69,800.00, unless amended by a written addendum 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.

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

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

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

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

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

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|

| | | |
|---|---|---|
| Bodily injury (including death) | $1,000,000 | $1,000,000 |
| Property damage | $1,000,000 | $1,000,000 |
| | Aggregate policy limits | No aggregate limit |

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

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

## VII.

**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.

## VIII.

**Services:** Services shall comply with The County's RFP #22RFP79 (Broker of Record for Risk Coverage) solicitation document and shall be delivered as detailed in McGriff's Proposal for RFP #22RFP79 (Broker of Record for Risk Coverage). McGriff will provide the following Risk Management Services for The County:

A. Work with The County to assess The County's risks;
B. Work with The County to design and develop The County's insurance program;
C. Keep The County informed of significant changes and/or trends in the insurance marketplace and provide The County with an annual forecast of market conditions;
D. Meet regularly, on a prescheduled basis with The County's key people designated by The County to discuss strategy and open items;
E. Work with Client to improve loss control and safety measures;
F. Provide claim assistance/management for overall insurance program
G. Executive Risk Program
    (i) Provide general advice and counsel on all executive risk insurance matters for Client.
    (ii) Provide executive risk insurance marketing, implementation and ongoing management services.
    (iii) Continuously update and advise Client on executive risk market issues and trends.

## IX.

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

## X.

**Confidentiality:** Service Provider expressly agrees that it 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.

**XI.**

**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. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

**XII.**

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

**XIII.**

**Effective Date and Term**: This Agreement shall be in full force and effect as of the date of the last party's execution below and shall have an initial term through September 30, 2023, unless terminated sooner as authorized herein (the "Initial Term"). This Agreement shall automatically renew thereafter for successive one-year periods (each a "Renewal Term") unless notice is received by either party no less than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Notwithstanding the above, either party may terminate this Agreement for convenience upon thirty (30) days advance written notice to the other party pursuant to Paragraph XI.

**XIV.**

**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.

**XV.**

**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.

**XVI.**

**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.

**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.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____
Hon. Bill Gravell
Williamson County Judge

Date: _____ ___, 20____

Service Provider:

_____
Authorized Representative

Date: May 18, 2022

Exhibit(s)
Williamson County RFP #22RFP79 (Broker of Record for Risk Coverage); and
Service Provider's Response to Williamson County RFP #22RFP79
(dated April 5, 2022)

(Incorporated herein as if copied in full)

| RFP #22RFP79, Broker of Record Risk Coverage | | | | |
|---|---|---|---|---|
| | | | | |
| Evaluation Criteria | Maximum Weighted Poir | Alliant Insurance Services, Inc. | Holmes Murphy | McGriff, Seibels & Williams |
| Qualifications of the Brokerage Firm | 40 | 36 | 20 | 35 |
| Brokerage Team | 15 | 13 | 6 | 14 |
| Innovation and Effectiveness | 10 | 9 | 4 | 9 |
| Required Forms and overall Completeness of Submission | 5 | 5 | 3 | 5 |
| Proposed Pricing/Costs/Fees | 30 | 21.52 | 10.92 | 30 |
| **Total Points** | **100** | **84.52** | **43.92** | **93.00** |
| **Interviews/Presentations** | | | | |
| Demo | 10 | **8.00** | | **9.00** |
| Point of Contact | 10 | **5.00** | | **10.00** |
| BAFO submittal | 10 | **7.35** | | **10.00** |
| **Total Points** | **130** | **104.86** | **43.92** | **122.00** |
| Cost in numbers | | $99,000 | $195,000 | $71,000 |
| BAFO submittal | | $95,000 | | $69,800 |

**Voting Committee Members:**

[redacted]

**Non Voting Attendees:**

**Commissioners Court - Regular Session** **10.**

**Meeting Date:** 05/24/2022

Approval of Agreement for Fence Line Clearing and Related Services with Texas Ranch Enhancements, LLC for Parks Department

**Submitted For:** Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement for Fence Line Clearing and Related Services with Texas Ranch Enhancements, LLC in the not-to-exceed amount of $9,750.00 and authorizing the execution of this agreement. Funding Source is P594.

### Background

This project is for work to be performed at the River Ranch County Park (RRCP) North Boundary, located at 194 Reveille Way, Liberty Hill, TX 78642. The work includes clearing the north fence line along Rio Gabriel, mulching and trimming oak trees as listed in the attached proposal. The department received 3 quotes for services and Texas Ranch Enhancements, LLC provided the lowest quote. Funding Source is 01.0100.3107.4510 The point of contact is Robert Moss.

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## Fiscal Impact

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

## Attachments

Agreement

Quote

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 05/19/2022 10:40 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 10:41 AM |
| Form Started By: Stephanie Robles | | Started On: 05/18/2022 01:32 PM |
| Final Approval Date: 05/19/2022 | | |

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

# CONTRACT FOR FENCE LINE CLEARING AND RELATED SERVICES (Parks & Recreation Department)

**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, and the Texas Health & Safety Code.**

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 **Texas Ranch Enhancements, LLC (hereinafter "Service Provider")**, 642 CR 322, Bertram, TX 78605 (Ph. 512-716-5070). 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.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

> **As described in the attached Statement of Work/Quote, dated March 5, 2022, which is designated Exhibit "A" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

**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 X below.

III.

**Consideration and Compensation:** Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $9,750.00.**

**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.**

IV.

**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*) | $ 500,000 | $ 500,000 |
| Aggregate policy limits: | | $1,000,000 |

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.

**V.**

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

**A. As described in the attached Statement of Work Proposal/Quote, dated March 5, 2022, which is incorporated herein as if copied in full; and**

**B. Any required insurance certificates evidencing required coverages.**

## VI.

**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 Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

## VII.

**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.

## VIII.

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

## IX.

**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.

## X.

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

## XI.

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

## XII.

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

## XIII.

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

## XIV.

**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.

## XV.

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

## XVI.

**No Assignment:** Service Provider may not assign this Contract.

## XVII.

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

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

| **WILLIAMSON COUNTY:** | **SERVICE PROVIDER:** |
|---|---|
| _____ | _____ |
| Authorized Signature | Authorized Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| Date: _____ ___, 2022 | Date: 5 10, 2022 |

**Exhibit(s)**
**Statement of Work/Quote, dated March 5, 2022**

**Texas Ranch Enhancements**
642 County Road 322
Bertram, TX 78605
(512)716-5070
texasranchenhancements@gmail.com

# Estimate

**ADDRESS**
Robert Moss
Wilco Park
Cr 282
TEXAS 78642 United States

**ESTIMATE #** [redacted]
**DATE** 03/05/2022

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **Sales**<br>25-30' clearing down Rio Gabriel fence line<br>4 days mulching with 140 hp mulcher<br>3 days hand crew to trim oaks and clean across fence | 1 | 9,750.00 | 9,750.00 |
| **Sales** | 1 | 0.00 | 0.00 |

| | |
|---|---|
| SUBTOTAL | 9,750.00 |
| TAX | 0.00 |
| TOTAL | **$9,750.00** |

Accepted By

Accepted Date

**Commissioners Court - Regular Session** **11.**

**Meeting Date:** 05/24/2022

Authorize Issuing IFB #22IFB115 Camp Twin Lakes Pedestrian Bridge for Parks Department and Facilities Managemer

**Submitted For:** Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Camp Twin Lakes Pedestrian Bridge, under IFB 22IFB51. Funding Source is P555.

### Background

Williamson County is seeking qualified contractors for the installation and construction of an approximately 260' prefabricated pedestrian bridge with all supporting and ancillary structures. Estimated amount: $900,000.00. Funding Source is P555. Russell Fishbeck is the point of contact.

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## Fiscal Impact

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 05/19/2022 10:20 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 10:21 AM |
| Form Started By: Johnny Grimaldo | | Started On: 05/18/2022 12:21 PM |
| Final Approval Date: 05/19/2022 | | |

**Commissioners Court - Regular Session** **12.**

**Meeting Date:** 05/24/2022

Authorize Issuing RFQ #22RFSQ100 Psychiatric Services for Emergency Services for Emergency Services Departmen

**Submitted For:** Joy Simonton **Submitted By:** Johnny Grimaldo, 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 qualifications for Psychiatric Services for Emergency Services under RFQ #22RFSQ100.

### Background

Williamson County is seeking professional qualifications for providing public safety counseling services for all departments under Emergency Services. The contract will commence on October 01, 2022, with the estimated budgeted amount of $45,000.00 in FY2023. The funding source: 01-0100-0583-004100. Damaris Morales is the point of contact.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 05/19/2022 10:30 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 10:35 AM |
| Form Started By: Johnny Grimaldo | | Started On: 05/18/2022 12:22 PM |
| Final Approval Date: 05/19/2022 | | |

**Commissioners Court - Regular Session** **13.**

**Meeting Date:** 05/24/2022

Approval of Purchase for Wireless Communications Camera Addition with Knight Security Systems for Wireless Communications Division

**Submitted For:** Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Knight Security Systems for the Wireless Communications Camera Addition, in the total amount of $3,592.58 with an annual recurring amount of $360.00, pursuant to the DIR-CPO 4494 contract, and authorizing the execution of the agreement.

**Background**

The approval of this agreement will benefit the Wireless Communications Building located at 3171 S.E. Inner Loop, Georgetown, TX. 78626, with an additional camera for security purposes. The video surveillance system includes One (1) Axis P3719-PLE four lens camera. Installation includes hardware, system licenses, programming and configuration unless otherwise stated. The attached agreement has detailed information regarding the equipment and installation of the cameras. Legal, Contract Audit, IT and Budget have reviewed this agreement. The expenditure will be charged to 01.0100.0587.004509. Department point of contact is Paul Swisher.

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**Fiscal Impact**

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

**Attachments**

Vendor Proposal with Signature

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 05/19/2022 10:25 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 10:29 AM |
| Form Started By: Johnny Grimaldo | | Started On: 05/18/2022 12:21 PM |
| Final Approval Date: 05/19/2022 | | |

**Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.**

Kevin Garlick
kgarlick@knightsecurity.com
(512) 590-7886

**Name: Williamson County - Info Tech Services**

| Site | Billing | Contact |
|---|---|---|
| 3171 SE Inner Loop, Wireless Comm<br>Georgetown, TX 78626 | 301 SE Inner Loop, Ste 105<br>Georgetown, TX 78626 | Don Heflin, IT-Systems<br>**P** (512) 409-6222<br>**E** don.heflin@wilco.org |

## PROJECT NAME: Wilco-NCF-Wireless bldg Camera add

## PROJECT SCOPE OF WORK

DIR-CPO-4494

Knight Security Systems (KSS) will provide and install Security systems for Williamson County North Campus Facilities-Wireless Building location.

System installation includes hardware, system licenses, programming, and configuration unless otherwise stated below.

**Video Surveillance System**

KSS will furnish and install the following:

- KSS will install One new Exterior camera
  - One exterior corner mounted 4-lens camera

- Initial programming will include:
  - Configurations on existing functional archive server; System ID GSC-170814-368468
  - Enrolling the cameras and setting up basic motion detection
  - One administrative account
  - One view only account
  - Estimated days of storage 30
  - 8MP at H.265 and 10 FPS
  - Calculations are based on 40% motion detection or event recording

The NVR storage capacity is an approximate estimate based on general conditions that KSS does not guarantee. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

Each device will include the necessary mounting hardware.

**Customer Provided Items**

- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Wall space and 3/4" plywood backboard for wall mount units
- PoE switches and patch panels
- Network configurations for connection of devices to Customer's network
- IP address assignments

Client Initials:_____

**Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.**

**Finance**
Purchaser hereby agrees to pay KSS the following terms:

Project Milestones and Invoicing Procedures

- The Customer is required to pay every invoice in full within 30 days of receiving the invoice.
- Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer.

**Engineering -** Not included with this scope.

**Cabling & Wiring**
KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment.

**Field Devices**
KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

**Programming**
KSS trained personnel will program the security system to provide a functioning operational system. KSS will program each device according to the system matrix provided in the security plans or to match the existing naming convention.

**Rental Equipment -** Not included with this scope.

**Testing**
KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. The final system test report will be sent to all parties.

**Training -** Not included with this scope.

**NOTE:THE BELOW PRICING INCLUDED IN THIS PROPOSAL IS CURRENT AS OF TODAY AND PRICING OF THIS ESTIMATE IS SUBJECT TO CHANGE AFTER 15 DAYS.**

***Conditions and Qualifications***

- Customer shall designate a single point of contact for Knight Security. Designated person will coordinate among all departments or agencies and will have authority to make project related decisions and provide final acceptance.
- Work provided by Knight Security, including training, is assumed to be during normal business hours; 7a-5p M-F excluding holidays.
- 120vac, space for control panels, switch, and UPS in a centrally located closet in a climate controlled space provided by Owner.
- Cables will be routed in the accessible ceilings or exposed when attached to building structure. Conduit or other metallic raceway is not included in this proposal unless stated above.
- KSS is not responsible for any existing devices being reused. A quote will be provided to the customer for any devices that are found to be defective or inoperable.
- KSS is not responsible for any damages left from the removal of existing devices. The Customer is responsible for patching and repairing any damages left from the removal of existing devices.
- Due to extreme supply chain issues, Knight Security reserves the right to adjust final proposal pricing until an order is placed with our manufacturer partners. We will inform you within **5** business days of receipt of order about product availability and price increases greater than Knight can absorb.

Client Initials:_____

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# PROJECT INVESTMENT

**Estimate**

| QTY | Description | Unit Price | Ext.Price |
|---|---|---|---|
| 1 | 23-4P UNS SOL CMP C6 YLW JKT | $180.74 | $180.74 |
| 1 | Mini-Com Module, Category 6, UTP, 8-Position 8-Wir | $14.86 | $14.86 |
| 1 | PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6 | $11.22 | $11.22 |
| 1 | 1 camera connection | $176.31 | $176.31 |
| 1 | GenetecAdvantage for 1 OmnicastEnterprise Camera | $35.26 | $35.26 |
| 1 | AXIS P3719-PLE Network Camera is a compact 15-mega | $1,240.46 | $1,240.46 |
| 1 | Corner Bracket. Requires AXIS T91A61 Wall Bracket. | $61.29 | $61.29 |
| 1 | Chromated and powder coated aluminum wall mount wi | $65.17 | $65.17 |
| 1 | AXIS T94N01D Pendant Kit comprises a weathershield | $69.04 | $69.04 |
| 1 | DIR- Project Install Kit | $181.35 | $181.35 |

**Annual Recurring:**

| Description | Ext.Price |
|---|---|
| Secure Plan Premium Service Level Agreement | $360.00 |

## Investment Summary

| | |
|---|---|
| **Total Equipment** | **$2,035.70** |
| **Total Labor** | **$1,196.88** |
| **Total Proposal Amount** | **$3,232.58** |

*Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.*

**Investment Total**

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **$3,232.58**

**Annual Recurring** **$360.00**

**Grand Total: $ 3,592.58**

The price above includes: material, equipment and labor as described within this proposal.

IN WITNESS WHEREOF, Williamson County and Knight Security Systems have duly executed this Agreement to be effective as of the date of the last party's execution below.

**COUNTY:**
**WILLIAMSON COUNTY**

By: _____

Printed Name: _____

Representative Capacity:

Date: _____, 20____

**SERVICE PROVIDER:**
**KNIGHT SECURITY SYSTEMS:**

By: _____

Printed Name: Kevin Garlick

Representative Capacity: Regional Sales Manager

Date: 5/16/2022, 20____

Client Initials: _____

**Commissioners Court - Regular Session** **14.**

**Meeting Date:** 05/24/2022

Approve Addendum for Contract #22RFP32 Overhead Door Annual Preventative Maintenance Services with The Door Co. for Facilities Management

**Submitted For:** Joy Simonton **Submitted By:** Kim Chappius, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving Addendum to *Attachment B – Compensation and Fee Schedule with Material* for The Door Co. as associated with Contract #22RFP32, originally awarded on December 14, 2021, agenda item #44, to include solicitation document with the noted percentage of mark-up for materials required for remedial repairs not covered under the quarterly or annual services and authorize the execution of the addendum.

**Background**

Approving Addendum to *Attachment B – Compensation and Fee Schedule with Material* as associated with Contract #22RFP32- Overhead Door Annual Preventative Maintenance Services documents the cost plus 9% mark-up for the materials needed for repairs not covered under the quarterly or annual services within the current RFP. Various Funding Sources are being utilized. The Department Point of Contact is Shantil Moore and Christi Stromberg.

---

**Fiscal Impact**

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

**Attachments**

Addendum #1

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 05/19/2022 10:09 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 10:18 AM |
| Form Started By: Kim Chappius | | Started On: 05/17/2022 08:10 AM |
| Final Approval Date: 05/19/2022 | | |

**THE STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

# COUNTY ADDENDUM
# REGARDING RFP #22RFP32

**(Overhead Door Preventative Maintenance & Related Items)**

**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, and the Texas Health & Safety Code.**

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **NJC, LLC dba The Door Co.** (hereinafter "Company") with offices located at 5840 Williams Drive Suite A, Georgetown, TX 78633 (512-863-0007). Customer agrees to engage Company as an independent contractor, to assist in providing certain operational goods/services pursuant to the following terms, conditions, and restrictions:

## I.

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

A. Williamson County Solicitation #22RFP32 for Overhead Door Annual Preventative Maintenance Service(s);
B. Company's Response to Solicitation #22RFP32 for Overhead Door Annual Preventative Maintenance Service(s);
C. Company's Attachment B – Compensation and Fee(s) Schedule;
D. Company's Attachment C – Compensation Fee(s) - Williamson County Buildings;
E. Company's Quote #2015-3979 (dated March 1, 2022);
F. Future quotes issued pursuant to this Agreement (subject to available funding); and
G. This Williamson County Addendum.

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williamson County in the discretion of the Williamson County Commissioners Court.

**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:** | **NJC, LLC dba The Door Co.:** |
|---|---|
| _____ | _____ |
| Authorized Signature | Authorized Signature |
| Date:_____, 2022 | Date: 5/12, 2022 |

ANNUAL PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICES
FOR WILLIAMSON COUNTY, TEXAS

**Attachment B – Compensation and Fee Schedule**

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Contractor will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

| Service Request | Hourly Rate |
|---|---|
| **1. Regular Business Hours** | |
| a. Regular Hours | $ 129.00 |
| **2. After Regular Business Hours** | |
| a. After Regular Hours | $ 193.50 |
| **3. Weekend or County approved Holiday(s)** | |
| a. Weekends or County approved Holidays | $ 193.50 |
| 4. **Emergency Response during Regular Hours** | |
| a. Regular Business Hours | $ 139.00 |
| **5. Emergency Response during After Hours** | |
| **a.** After Business Hours | $ 193.50 |
| **6. Emergency Response on Weekends or Approved Holidays** | |
| a. Weekend | $ 193.50 |
| b. Williamson County Approved Holidays | $ 193.50 |

**Materials – Remedial Repairs:**

Materials not covered under quarterly or annual services:

- Contractor shall invoice at cost plus __9__ percent. County retains right to audit all equipment invoices.

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**Commissioners Court - Regular Session** **15.**

**Meeting Date:** 05/24/2022

Reject Proposals Submitted for RFP #22RFP90 Champion Park Parking Lot Improvements and Landscap

**Submitted For:** Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

## Information

### Agenda Item

Discuss, consider, and take appropriate action on rejecting proposal(s) submitted on RFP #22RFP90 Champion Park Parking Lot Improvements and Landscaping and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #22RFP119. Funding Source: P552

### Background

The evaluation team recommends rejection of submissions to RFP #22RFP90 Champion Park Parking Lot Improvements and Landscaping to allow for revisions to the specifications that would serve in the best interest of the County as the response received was substantially over budget. An exemption is requested Pursuant to Government Code Sec. 552.104. EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING. (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. Budgeted amount: $122,929.00. Point of Contact: Angel Gomez. Funding Source: P552.

---

## Fiscal Impact

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

## Attachments

Recommendation Letter

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 05/19/2022 11:28 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 11:38 AM |
| Form Started By: Gretchen Glenn | | Started On: 05/18/2022 02:14 PM |
| Final Approval Date: 05/19/2022 | | |

**From:** Angel Gomez
**To:** Gretchen Glenn
**Cc:** Russell Fishbeck; Trenton Jacobs
**Subject:** 22RFP90- Champion Park Parking Lot Evaluation Meeting
**Date:** Wednesday, May 18, 2022 1:30:03 PM

---

Referenced above solicitation.

After careful consideration and review the package submitted for this project by the only bidder;

The committee recommends we resolicit this project and reject the current bid.

Respectfully,

***J. Angel Gomez*, CTCM**
Project Manager
WILLIAMSON COUNTY 1848 FACILITIES
3101 SE Inner Loop
Georgetown, TX 78626
512-943-1625 Office
512-917-0894 Mobile
Email: angel.gomez@wilco.org

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**Commissioners Court - Regular Session** **16.**

**Meeting Date:** 05/24/2022

Authorize Issuing IFB #22IFB114 Aggregates Surface Treatment Type D for Road and Bridge Department

**Submitted For:** Joy Simonton **Submitted By:** Stephanie Robles, 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 Aggregates Surface Treatment Type D for Road and Bridge Department under IFB #22IFB114.

### Background

Williamson County is seeking qualified companies to provide Aggregates for Surface Treatments per Item 302, TXDOT, Standard Specs for Construction and Maintenance of Highways, Streets and Bridges 2014 on an as needed basis. This project was previously advertised under IFB #22IFB99 but received no bids. The Road and Bridge Department has provided updated General Notes and Technical Specs for this project. Budgeted amount: $170,000.00. Funding source: 0200-0210-003556. The point of contact is Terron Evertson.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 05/19/2022 11:01 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 11:06 AM |
| Form Started By: Stephanie Robles | | Started On: 05/18/2022 01:56 PM |
| Final Approval Date: 05/19/2022 | | |

**Commissioners Court - Regular Session** **17.**

**Meeting Date:** 05/24/2022

Authorize Issuing IFB #22IFB116 Asphalt Mixes for Road and Bridge Department

**Submitted For:** Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Asphalt Mixes for Road and Bridge Department, under IFB #22IFB116.

### Background

Williamson County is seeking qualified suppliers for the purchase and delivery of Asphalt Mixes per Item 334 and 340, TXDOT, Standard Specs for Construction and Maintenance of Highways, Streets and Bridges 2014 on an as needed basis. Budgeted amount: $540,000.00. Funding source: 0200-0210-003550. The point of contact is Terron Evertson.

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## Fiscal Impact

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 05/19/2022 11:04 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 11:07 AM |
| Form Started By: Stephanie Robles | | Started On: 05/18/2022 02:04 PM |
| Final Approval Date: 05/19/2022 | | |

**Commissioners Court - Regular Session** **18.**

**Meeting Date:** 05/24/2022

WSB T2444 WA1 SA1 CR 201

**Submitted For:** Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between WSB & Associates, Inc. and Williamson County dated March 9, 2021 for CR 201 (CR 200 to Umbrella Sky) Phase 1. This supplemental is to extend the expiration date to December 31, 2022 and increase the maximum amount payable to $144,075.00. Funding source: P499

### Background

## Fiscal Impact

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

## Attachments

WSB T2444 WA1 SA1 CR 201

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 05/17/2022 09:33 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/17/2022 12:00 PM |
| Form Started By: Vicky Edwards | | Started On: 05/16/2022 03:09 PM |
| Final Approval Date: 05/17/2022 | | |

**SUPPLEMENTAL WORK AUTHORIZATION NO. _1_**
**TO**
**WORK AUTHORIZATION NO. _1_**

**PROJECT:**
**CR _ 201 (CR 200 to Umbrella Sky) Phase 1**

This Supplemental Work Authorization No. _1_ to Work Authorization No. _1_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 09, 2021** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **WSB & Associates, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1_ dated effective June 08, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A" (must be attached).- No Change

II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

III. The Work Authorization shall terminate on December 31, 2022. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

IV. The maximum amount payable for services under the Work Authorization is hereby increased from $93,505 to $144,075. The revised Project Budget is attached hereto as Attachment "D" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

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

**ENGINEER:**

By: _____
Signature

James W. Kennedy
Printed Name

Vice-President
Title

5-16-22
Date

**COUNTY:**

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

# ATTACHMENT B
# SERVICES TO BE PROVIDED BY THE ENGINEER FOR CR 201

## PROJECT DESCRIPTION

Project Limits
The project limits are from approximately 1100 ft north of Umbrella Skyway to CR 200 for approximately 2.0 miles.

Existing Facility
Existing 2-lane roadway with asphalt pavement. The existing right of way varies from 40 ft to 100 ft.

Proposed Facility
Proposed interim 2-lane roadway with 2 ft shoulders of an ultimate median arterial divided 6-lane curbed section with a raised median. The proposed ROW minimum width of 136 ft, from the project limits mention above.

Design Criteria
The proposed design criteria for the project will be developed from Williamson County and TxDOT design criteria. It is anticipated that in most cases the most stringent of the design criteria will be used.

1. PROJECT MANAGEMENT

   a. Communication:

      - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (**3** months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Quality Assurance and Quality Control (QA/QC) Plan:

      - No supplemental efforts required

   d. Project Coordination & Administration:

      - Prepare and maintain routine project record keeping including records of meetings and minutes.

      - Correspondence and coordination will be handled through & with the concurrence of the GEC.

      - Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and

schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. Progress/Coordination Meetings (**1** external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. Project Schedule:

- Update project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

g. **Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files

2. DEVELOP 4-LANE ALTERNATIVES

a. Develop new alignments:

- Develop proposed alignments for a 4-lane section, meeting Williamson County requirements and project goals
- Analyze impacts of proposed alignments and adjust alignments as needed to meet project goals

b. Develop revised cross sections:

- Develop new cross sections for alternatives and determine Limit of Construction.

c. Analyze ROW impacts:

- Analyze and identify ROW impacts, develop alternatives to minimize impacts.

d. Coordinate with Williamson County and GEC to achieve consensus of approach.

e. **Deliverables:**

- Layouts, exhibits, and other data to reflect results and implications of alternatives.
- Ultimate Schematic reflecting revised alignment and lane configuration

3. DEVELOP UPDATED HYDROLOGY AND HYDRAULICS

a. Calculate updated Hydrology

- Revise calculations to reflect revised impervious cover areas.

b. Calculate updated Hydraulics
- Revise hydraulics at 7 cross drainage culvert locations.

c. Calculate updated detention/filtration requirements

- Revise analysis of detention/filtration ponds at 4 locations and re-size ponds to reflect revision.

d. Update Hydraulic Report

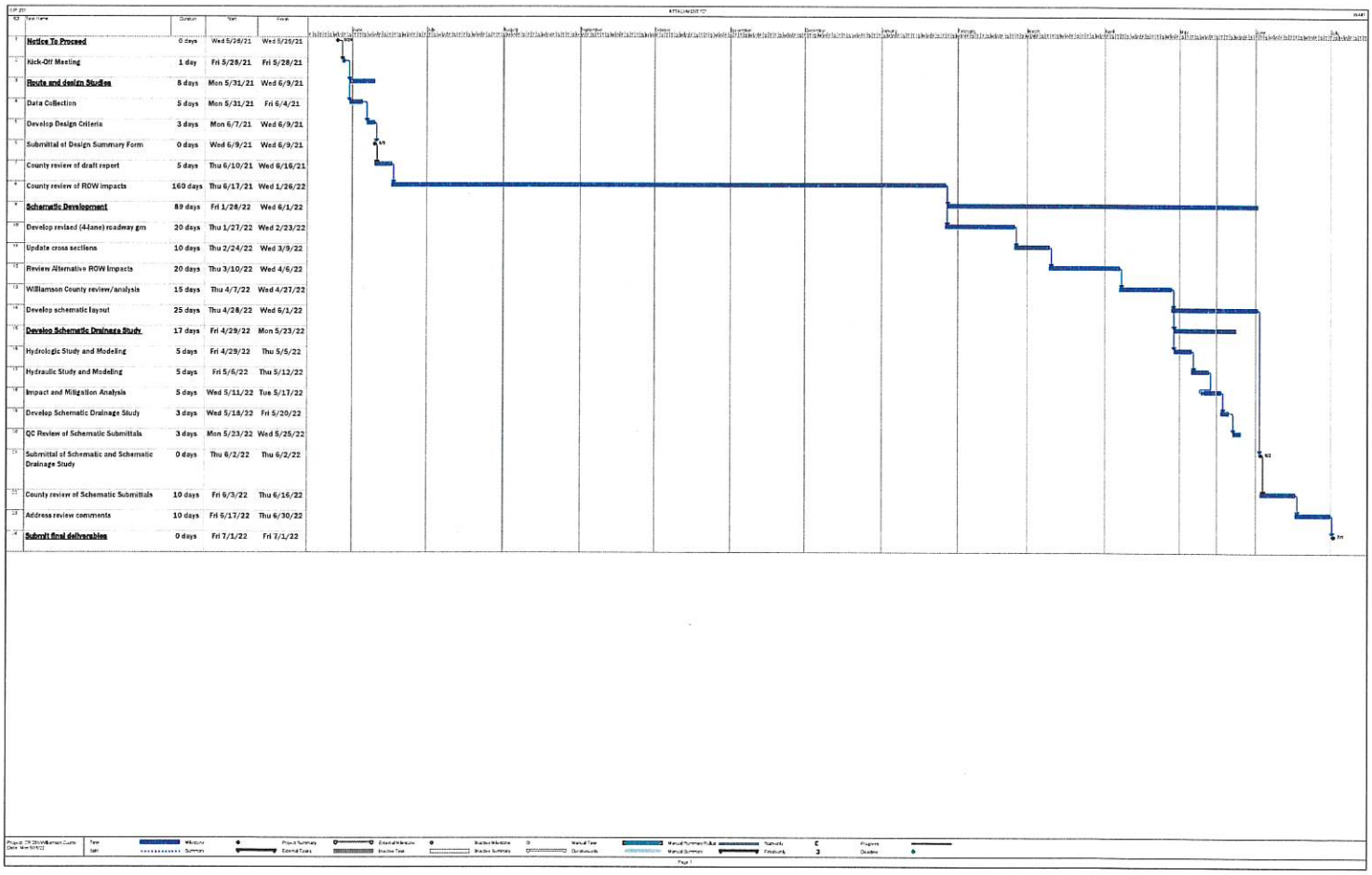
e. **Deliverables:**

- Hydraulic Report

4. EXCLUSIONS:

a. The following items are not included in this work authorization:

- PUBLIC INVOLVEMENT
- SURVEY
- ROW MAPPING
- ENVIRONMENTAL STUDIES & DOCUMENTS
- GEOTECHNICAL SERVICES
- CONSTRUCTION PHASE SERVICES.
- UTILITY COORDINATION OR RELOCATION ESTIMATES.



| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | **Notice To Proceed** | 0 days | Wed 5/26/21 | Wed 5/26/21 |
| 2 | Kick-Off Meeting | 1 day | Fri 5/28/21 | Fri 5/28/21 |
| 3 | **Route and design Studies** | 8 days | Mon 5/31/21 | Wed 6/9/21 |
| 4 | Data Collection | 5 days | Mon 5/31/21 | Fri 6/4/21 |
| 5 | Develop Design Criteria | 3 days | Mon 6/7/21 | Wed 6/9/21 |
| 6 | Submittal of Design Summary Form | 0 days | Wed 6/9/21 | Wed 6/9/21 |
| 7 | County review of draft report | 5 days | Thu 6/10/21 | Wed 6/16/21 |
| 8 | County review of ROW impacts | 160 days | Thu 6/17/21 | Wed 1/26/22 |
| 9 | **Schematic Development** | 89 days | Fri 1/28/22 | Wed 6/1/22 |
| 10 | Develop revised (4-lane) roadway gm | 20 days | Thu 1/27/22 | Wed 2/23/22 |
| 11 | Update cross sections | 10 days | Thu 2/24/22 | Wed 3/9/22 |
| 12 | Review Alternative ROW Impacts | 20 days | Thu 3/10/22 | Wed 4/6/22 |
| 13 | Williamson County review/analysis | 15 days | Thu 4/7/22 | Wed 4/27/22 |
| 14 | Develop schematic layout | 25 days | Thu 4/28/22 | Wed 6/1/22 |
| 15 | **Develop Schematic Drainage Study** | 17 days | Fri 4/29/22 | Mon 5/23/22 |
| 16 | Hydrologic Study and Modeling | 5 days | Fri 4/29/22 | Thu 5/5/22 |
| 17 | Hydraulic Study and Modeling | 5 days | Fri 5/6/22 | Thu 5/12/22 |
| 18 | Impact and Mitigation Analysis | 5 days | Wed 5/11/22 | Tue 5/17/22 |
| 19 | Develop Schematic Drainage Study | 3 days | Wed 5/18/22 | Fri 5/20/22 |
| 20 | QC Review of Schematic Submittals | 3 days | Mon 5/23/22 | Wed 5/25/22 |
| 21 | Submittal of Schematic and Schematic Drainage Study | 0 days | Thu 6/2/22 | Thu 6/2/22 |
| 22 | County review of Schematic Submittals | 10 days | Fri 6/3/22 | Thu 6/16/22 |
| 23 | Address review comments | 10 days | Fri 6/17/22 | Thu 6/30/22 |
| 24 | **Submit final deliverables** | 0 days | Fri 7/1/22 | Fri 7/1/22 |

## ATTACHMENT "D"

| COUNTY ROAD 201 WA#1 Fee Estimate | Principal | Sr. Project Manager | Sr. Project Engineer | Project Engineer II | Graduate Engineer II | Engineering Specialist IV | Sr. Planner | Project Analyst II | Total Labor Hours | Task Cost |
|---|---|---|---|---|---|---|---|---|---|---|
| | $230.00 | $210.00 | $195.00 | $180.00 | $125.00 | $160.00 | $180.00 | $115.00 | | |
| 1. Project Management | | | | | | | | | | |
| b. Develop monthly progress reports, invoices, and billing (3 months assumed) | | 4 | | | | | | | 4 | |
| c. Develop QA/QC Plan, perform QC review for 2 submittals | | | | | | | | | 0 | |
| d. Project Coordination and Administration | 2 | 8 | | | | | | 2 | 12 | |
| e. Progress Coordination Meetings (1 assumed) | | 2 | | | | | 2 | | 4 | |
| f. Develop and maintain project schedule for Project Development tasks | | 1 | | | | | | | 1 | |
| | | | | | | | | | | |
| TASK HOURS SUB-TOTALS | 2 | 15 | 0 | 0 | 0 | 0 | 2 | 2 | 21 | |
| TASK TOTALS | $460.00 | $3,150.00 | $0.00 | $0.00 | $0.00 | $0.00 | $360.00 | $230.00 | | $4,200.00 |
| 2. Develop 4-lane Alternative Alignments | | | | | | | | | | |
| a. Develop alignments | | 12 | | 12 | 8 | 16 | | | 48 | |
| b. Develop revised cross sections | | 8 | | 4 | 16 | 8 | | | 36 | |
| c. Analyze ROW impacts | | 16 | | 16 | 32 | 16 | | | 80 | |
| d. Coorindate results with Williamson County | | 4 | | 2 | 4 | 2 | | | | |
| | | | | | | | | | | |
| TASK HOURS SUB-TOTALS | | 40 | 0 | 34 | 60 | 42 | 0 | | 176 | |
| TASK FEE TOTAL | | $8,400.00 | $0.00 | $5,440.00 | $7,500.00 | $6,720.00 | $0.00 | | | $28,060.00 |
| 3. Develop updated Hydrology and Hydraulics | | | | | | | | | | |
| a. Calculate updated hydrology | | | 2 | 12 | 16 | | | | 30 | |
| b. calculate updated hydraulics at 7 culverts | | | 2 | 24 | 28 | | | | | |
| c. Calculate updated detention/filtration requirements | | | 2 | 12 | 24 | | | | | |
| d. Update hydraulic report | | | 2 | 2 | 2 | | | | | |
| | | | | | | | | | | |
| TASK HOURS SUB-TOTALS | | 0 | 8 | 50 | 70 | 0 | 0 | | 126 | |
| TASK FEE TOTAL | | $0.00 | $1,560.00 | $9,000.00 | $8,750.00 | $0.00 | $0.00 | | | $18,310.00 |
| TOTAL WSB LABOR HOURS | 2 | 55 | 8 | 84 | 130 | 42 | 2 | 2 | 325 | |
| TOTAL WSB LABOR COSTS | $460.00 | $11,550.00 | $1,560.00 | $13,440.00 | $16,250.00 | $6,720.00 | $360.00 | $230.00 | $0.00 | $50,570.00 |
| | | | | | | | | | | |

| OTHER DIRECT EXPENSES | QUANTITY | | UNIT | Rate | | | | TOTAL | | |
|---|---|---|---|---|---|---|---|---|---|---|
| WSB Direct Expenses: | | | | | | | | | | |
| TCEQ EARZ Submittal fee (bfor to PS&E WA) | 0 | | LS | 5000 | | | | $0.00 | | |
| | | | | | | | | $0.00 | | |
| | | | | | | | | $0.00 | | |
| Mileage | | | miles | $ 0.575 | | | | $0.00 | | |
| | | | | | | | | | | |
| SUBTOTAL DIRECT EXPENSES | | | | | | | | $0.00 | | |
| | | | | | | | | | | |
| SUMMARY | | | | | | | | | | |
| Subtotal Labor | | | $50,570.00 | | | | | | | |
| Subtotal Direct Expenses | | | $0.00 | | | | | | | |
| | | | | | | | | | | |
| TOTAL WA#1 FEE | | | $50,570.00 | | | | | | | |

**Commissioners Court - Regular Session** **19.**

**Meeting Date:** 05/24/2022

Diamond Surveying 2586 WA1 SA3 On Call

**Submitted For:** Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to increase the maximum amount payable to $150,000.00. Funding source: 01.0200.0210.004150.

**Background**

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**Fiscal Impact**

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

**Attachments**

Diamond Surveying 2586 WA1 SA3 On Call

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 05/18/2022 03:21 PM |
| County Judge Exec Asst. | Becky Pruitt | 05/18/2022 03:37 PM |
| Form Started By: Vicky Edwards | | Started On: 05/18/2022 09:17 AM |
| Final Approval Date: 05/18/2022 | | |

**SUPPLEMENTAL WORK AUTHORIZATION NO. _3__**
**TO**
**WORK AUTHORIZATION NO. _1___**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**
**On Call Professional Surveying Services**

This Supplemental Work Authorization No. _3__ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _1___ dated effective **May 19, 2020** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$125,000.00** to **$150,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

**IN WITNESS WHEREOF,** the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

| **FIRM: Diamond Surveying, Inc.** | **COUNTY: Williamson County** |
|---|---|
| By: _____ | By: _____ |
| Signature | Signature |
| Shane Shafer | Bill Gravell, Jr. |
| Printed Name | Printed Name |
| President | Williamson County Judge |
| Title | Title |
| May 18, 2022 | |
| Date | Date |

# Attachment C - Work Schedule

Diamond Surveying will provide a work schedule for the assigned tasks.

**Commissioners Court - Regular Session** **20.**

**Meeting Date:** 05/24/2022

Authorize Issuing IFB #22IFB117 Corridor C / SH 29 Bypass for HNTB

**Submitted For:** Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB Corridor C / SH 29 Bypass, under 22IFB117. Funding Source is P459.

### Background

Williamson County is seeking qualified contractors for the construction of the first phase of a new facility linking Sam Houston Avenue to SH 29 through a 2-lane roadway that overpasses SH 130. Budgeted amount: $21,335,000.00. Funding source: P459. Point of contact is Danette Chamberlin.

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## Fiscal Impact

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 05/19/2022 11:49 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 11:56 AM |
| Form Started By: Gretchen Glenn | | Started On: 05/18/2022 08:26 AM |
| Final Approval Date: 05/19/2022 | | |

**Commissioners Court - Regular Session** **21.**

**Meeting Date:** 05/24/2022

Final plat for the Pleasantville 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 Pleasantville subdivision – Precinct 4.

### Background

This subdivision consists of 14 lots and no new public roads.

### Timeline

2022-03-04 – initial submittal of the final plat application
2022-04-01 – 1st review complete with comments
2022-04-19 – 2nd submittal of final plat
2022-04-27 – 2nd review complete with comments clear
2022-05-16 – receipt of final plat with signatures
2022-05-19 – final plat placed on the May 24, 2022 Commissioners Court agenda for consideration

## Fiscal Impact

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

## Attachments

final plat - Pleasantville

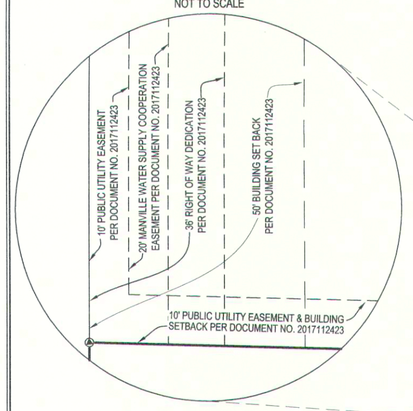
## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 11:58 AM |
| Form Started By: Adam Boatright | | Started On: 05/19/2022 11:50 AM |
| Final Approval Date: 05/19/2022 | | |

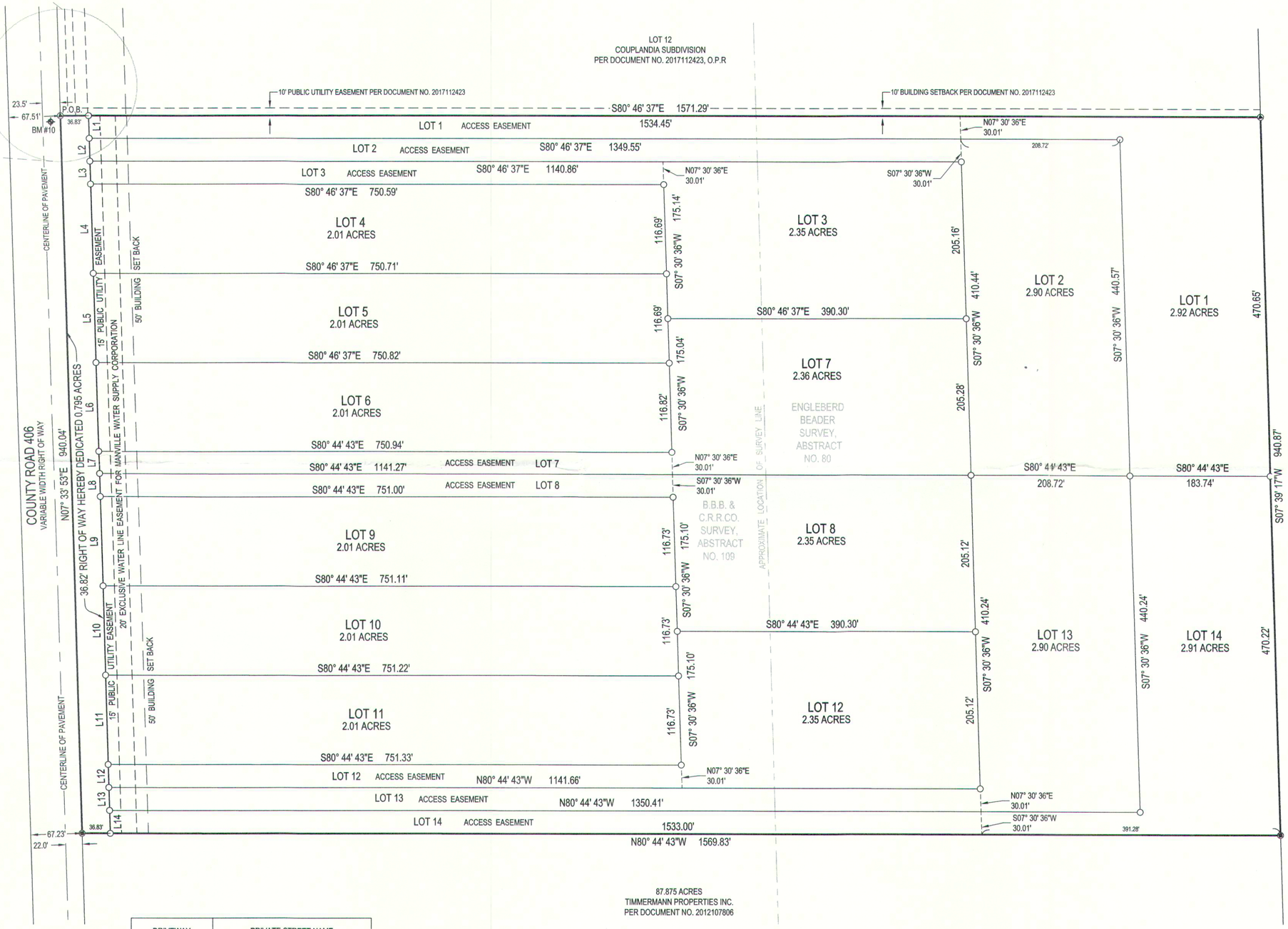
# FINAL PLAT OF
# PLEASANTVILLE SUBDIVISION

A 33.895 ACRE TRACT OF LAND, LOCATED IN THE BUFFALO BAYOU, BRAZOS AND COLORADO RAILROAD COMPANY SURVEY, ABSTRACT 109, AND THE ENGLEBERD BEADER SURVEY, ABSTRACT NO. 80, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 33.892 ACRE TRACT OF LAND, AS DESCRIBED IN DOCUMENT NO. 2017034438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

DETAIL
NOT TO SCALE




SCALE:
1" = 100'



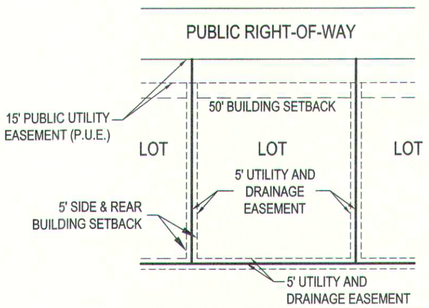

236.85 ACRES
HENRY ELBERT POOLE, JR &
HAYS WILLIAMSON POOLE
PER DOCUMENT NO. 2006000011

87.875 ACRES
TIMMERMANN PROPERTIES INC.
PER DOCUMENT NO. 2012107806

LEGEND

- ○ SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP
- ⓐ FOUND 5/8" IRON ROD STAMPED "TRIAD RPLS 5952"
- ● FOUND 5/8" IRON ROD
- BENCHMARK
- P.O.B. POINT OF BEGINNING

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N07° 33' 53"E | 30.01' |
| L2 | N07° 33' 53"E | 30.01' |
| L3 | N07° 33' 53"E | 30.01' |
| L4 | N07° 33' 53"E | 116.69' |
| L5 | N07° 33' 53"E | 116.69' |
| L6 | N07° 33' 53"E | 116.40' |
| L7 | N07° 33' 53"E | 30.01' |
| L8 | N07° 33' 53"E | 30.01' |
| L9 | N07° 33' 53"E | 116.73' |
| L10 | N07° 33' 53"E | 116.73' |
| L11 | N07° 33' 53"E | 116.73' |
| L12 | N07° 33' 53"E | 30.01' |
| L13 | N07° 33' 53"E | 30.01' |
| L14 | N07° 33' 53"E | 30.01' |




**TYPICAL LOT EASEMENTS**
N.T.S. (ESTABLISHED ON ALL LOTS)

| DRIVEWAY | PRIVATE STREET NAME |
|---|---|
| L1,L2,L3 | PRAIRIE VIEW LANE |
| L12,L13,L14 | PRAIRIE TREE DRIVE |

| BENCHMARK TABLE | | | | |
|---|---|---|---|---|
| BM# | NORTHING | EASTING | ELEVATION | RAW DESCRIPTION |
| 10 | 10152359.25 | 3213043.71 | 548.39 | SET IRON ROD |


OWNER/DEVELOPER:
KEJDA X. HERZOG
JONA ENTERPRISES, LLC
1702 INTERVAIL DRIVE
AUSTIN, TEXAS 78746

SURVEYOR:
MATKIN HOOVER ENGINEERING & SURVEYING
C/O KYLE L. PRESSLER, R.P.L.S.
3305 SHELL ROAD, SUITE 300
GEORGETOWN, TEXAS 78628
(512) 868-2244
KYLE.PRESSLER@MATKINHOOVER.COM

AGENT/ENGINEER:
MATKIN HOOVER ENGINEERING & SURVEYING
C/O GARRETT D. KELLER, P.E.
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
(830) 249-0600
GKELLER@MATKINHOOVER.COM

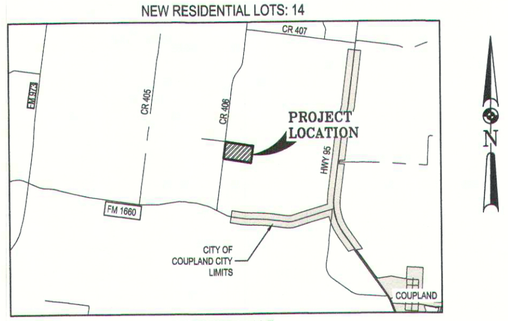
MATKINHOOVER ENGINEERING & SURVEYING
HEADQUARTERS
8 SPENCER ROAD SUITES 100 & 300
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX:830.249.0099
3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244
TEXAS REGISTERED ENGINEERING FIRM F-004512
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS


DATE: NOVEMBER 2021
MHE JOB NO. - 3208.00
MHS JOB NO. - 20-5070
Rev 1: 4-14-2022 (JCN)

# FINAL PLAT OF PLEASANTVILLE SUBDIVISION

A 33.895 ACRE TRACT OF LAND, LOCATED IN THE BUFFALO BAYOU, BRAZOS AND COLORADO RAILROAD COMPANY SURVEY, ABSTRACT 109, AND THE ENGLEBERD BEADER SURVEY, ABSTRACT 80, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 33.892 ACRE TRACT OF LAND, AS DESCRIBED IN DOCUMENT NO. 2017034438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NEW RESIDENTIAL LOTS: 14




VICINITY MAP
1" = 6,000'

NOTES:
1. ACREAGE OF SUBDIVISION = 33.895 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 2.42 AC/LOT.
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO.48491C0700F DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION.
4. WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE PROVIDED BY ONCOR .
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOME SITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
8. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO WATER, GAS, ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
9. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
10. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG" PLASTIC CAP.
11. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID, AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
12. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
13. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.
14. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
15. EXCEPT IN AREAS REQUIRED TO MEET LEGAL 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.
16. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED. EACH LOT SHALL BE ALLOWED ONE ACCESS POINT TO THE COUNTY ROAD WITH A MINIMUM DRIVEWAY SPACING OF 100' FOR ANY ADJOINING DRIVEWAY.
17. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
18. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
19. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
20. LOTS 1,2,3,7,8,12,13, AND 14 MAY NOT BE FURTHER SUBDIVIDED.
21. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
22. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LEINS.
23. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
24. THE MAXIMUM IMPERVIOUS COVER PER LOT IS 20%.
25. MANVILLE WATER IS RESPONSIBLE FOR PROVIDING A MINIMUM OF 35 PSI AT EACH SERVICE CONNECTION.
26. SHARED DRIVEWAY EASEMENTS AS FOLLOWS:
    26.1. LOTS 1-3, LOTS 7-8, & LOTS 12-14.

FIELD NOTES

A 33.895 ACRE TRACT OF LAND, LOCATED IN THE BUFFALO BAYOU, BRAZOS AND COLORADO RAILROAD COMPANY SURVEY, ABSTRACT 109, AND THE ENGLEBERD BEADER SURVEY, ABSTRACT 80, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 33.892 ACRE TRACT OF LAND, AS DESCRIBED IN DOCUMENT NO. 2017034438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 33.895 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "TRIAD RPLS 5952" IN THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 406, FOR THE SOUTHWEST CORNER OF COUPLANDIA, BEING A SUBDIVISION OF RECORD IN DOCUMENT NO. 2017112423, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE NORTHWEST CORNER OF SAID 33.892 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: S 80° 46' 37" E, WITH THE SOUTH LINE OF SAID COUPLANDIA, THE NORTH LINE OF SAID 33.892 ACRE AND THE TRACT DESCRIBED HEREIN, DISTANCE OF 1571.29 FEET, TO A FOUND 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "TRIAD RPLS 5952" IN THE WEST LINE OF A CALLED 236.95 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT NO. 2006000011, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF SAID COUPLANDIA, THE NORTHEAST CORNER OF SAID 33.892 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: S 7° 39' 17" W, WITH THE WEST LINE OF SAID 236.95 ACRE TRACT, THE EAST LINE OF SAID 33.892 ACRE AND THE TRACT DESCRIBED HEREIN, DISTANCE OF 940.87 FEET, TO A FOUND 5/8" IRON ROD, FOR THE NORTHEAST CORNER OF A CALLED 87.875 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT NO. 2012107806, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SOUTHEAST CORNER OF SAID 33.892 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: N 80° 44' 43" W, WITH THE NORTH LINE OF SAID 87.875 ACRE TRACT, THE SOUTH LINE OF SAID 33.892 ACRE AND THE TRACT DESCRIBED HEREIN, DISTANCE OF 1569.83 FEET, TO A FOUND 5/8" IRON ROD, IN THE EAST LINE OF SAID COUNTY ROAD 406, FOR THE NORTHWEST CORNER OF SAID 87.875 ACRE TRACT OF LAND, THE SOUTHWEST CORNER OF SAID 33.892 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: N 7° 33' 53" E, WITH THE EAST LINE OF SAID COUNTY ROAD 406, THE WEST LINE OF SAID 33.892 ACRE AND THE TRACT DESCRIBED HEREIN, DISTANCE OF 940.04 FEET, TO THE POINT OF BEGINNING AND CONTAINING 33.895 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE PRESSLER, R.P.L.S.

STATE OF TEXAS REGISTERED KYLE L. PRESSLER 6528 PROFESSIONAL LAND SURVEYOR
5/9/2022

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. THIS TRACT IS NOT LOCATED WITHIN EDWARDS AQUIFER RECHARGE ZONE.

LICENSED PROFESSIONAL ENGINEER
GARRETT D. KELLER, PE

STATE OF TEXAS GARRETT D. KELLER 111511 5-9-22 LICENSED PROFESSIONAL ENGINEER

DRIVEWAY CULVERT TABLE

| LOT NUMBER | BLOCK | CULVERT Dia. (in) | CULVERT LENGTH (ft) | INVERT UP (ft) | INVERT DOWN (ft) |
|---|---|---|---|---|---|
| 1, 2, 3 | A | (2) 24 | 22 | 547.18 | 547.07 |
| 4 | A | (2) 24 | 22 | 547.33 | 547.22 |
| 5 | A | (2) 24 | 22 | 547.42 | 547.31 |
| 6 | A | (2) 24 | 22 | 547.79 | 547.68 |
| 7, 8 | A | 24 | 22 | 547.63 | 547.52 |
| 9 | A | 24 | 22 | 547.52 | 547.41 |
| 10 | A | 24 | 22 | 547.69 | 547.58 |
| 11 | A | 24 | 22 | 547.39 | 547.28 |
| 12, 13, 14 | A | 24 | 22 | 547.90 | 547.79 |

NOTES:
1. CONTRACTOR SHALL PLACE THE DRIVEWAY CULVERT WITHIN THE EXISTING BAR DITCH FLOWLINE AND A MINIMUM LENGTH OF 22 FEET PER. WILLIAMSON COUNTY REQUIREMENTS.
2. EXACT DRIVEWAY LOCATIONS MAY AFFECT CULVERT INSTALLATION.
3. LOTS NOT LISTED ON THE DRIVEWAY CULVERT TABLE WILL UTILIZE A "DIP TYPE" DRIVEWAY.
4. DRIVEWAY CULVERTS WERE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS B11.3 AND B11.4.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, KEJDA X. HERZOG, AUTHORIZED SIGNATORY OF JONA ENTERPRISES, LLC, OF THE CERTAIN 33.895 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017034438 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, [AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN 33.895 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 PRIVATE ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS PLEASANTVILLE SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 12 DAY OF May, 2022.

Kejda X Herzog
KEJDA X. HERZOG
JONA ENTERPRISES, LLC.
1702 INTERVAIL DRIVE
AUSTIN, TX 78746

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Kejda X Herzog, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12 DAY OF May, 2022.

Lesley Karen Williams
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

LESLEY KAREN WILLIAMS
Notary Public
State of Texas
ID # 226054-6
Comm. Expires 04/08/2023

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

Roger Nichols, P.E.
For Terron Evertson
J. TERRON EVERTSON, PE, DR, CFM
WILLIAMSON COUNTY ENGINEER

DATE 5/16/2022

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 10th DAY OF May, 2022 A.D.

Teresa Bak
WILLIAMSON COUNTY ADDRESSING COORDINATOR
TERESA BAKER

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

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

DATED _____ DAY OF _____, 20___A.D.

BY _____ _____
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 INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY


OWNER/DEVELOPER:
KEJDA X. HERZOG
JONA ENTERPRISES LLC
1702 INTERVAIL DRIVE
AUSTIN, TEXAS 78746

SURVEYOR:
MATKIN HOOVER ENGINEERING & SURVEYING
C/O KYLE L. PRESSLER, R.P.L.S.
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
(512) 868-2244
KYLE.PRESSLER@MATKINHOOVER.COM

AGENT/ENGINEER:
MATKIN HOOVER ENGINEERING & SURVEYING
C/O GARRETT KELLER, P.E.
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
(512) 868-2244
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING
HEADQUARTERS
8 SPENCER ROAD SUITES 100 & 300
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX:830.249.0099
3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244
TEXAS REGISTERED ENGINEERING FIRM F-004512
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS


SUBMITTAL DATE:
NOVEMBER, 2021

MHE JOB NO. - 3208.00
MHS JOB NO. - 20-5070

**Commissioners Court - Regular Session** **22.**

**Meeting Date:** 05/24/2022

ARPA Funds for Water & Wastewater

**Submitted For:** Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action regarding the allocation of American Rescue Plan Act (ARPA) funds for water and wastewater projects.

### Background

The Commissioners Court asked the Department of Infrastructure to develop a potential funding allocation program for assisting Williamson County Communities to address water and wastewater concerns. The attached list details the proposed allocations.

## Fiscal Impact

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

## Attachments

Water and Wastewater Allocation Plan

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/18/2022 04:10 PM |
| Form Started By: Vicky Edwards | | Started On: 05/18/2022 08:39 AM |
| Final Approval Date: 05/18/2022 | | |

| Entities Receiving Water/Wastewater Funding | Description | Proposed Allocation in Millions |
|---|---|---|
| Brushy Creek Regional Utility Authority (BCRUA) (Cedar Park , Leander, Round Rock) | Proposed Replacement of Lake Travis Water Intake Structure | $ 5.0 |
| Cedar Park | Miscellaneous Water System Improvements | $ 4.0 |
| Liberty Hill | Miscellaneous W & WW System Improvements | $ 4.0 |
| Leander | Wastewater / Reclaimed Water Project | $ 4.0 |
| Hutto | Wastewater line Construction from US 79 to Hutto WWTP | $ 10.0 |
| Jarrell | Elevated Storage tank and water line construction | $ 16.0 |
| Brushy Creek Mud | Miscellaneous W & WW System Improvements | $ 4.0 |
| Florence | Water Tank and Water line Construction | $ 10.0 |
| Round Rock & Georgetown | Water line Construction from FM 1660 to SH 130 | $ 16.0 |
| Taylor | Miscellaneous W & WW System Improvements | $ 2.0 |
| Granger | Miscellaneous W & WW System Improvements | $ 0.5 |
| Coupland | Miscellaneous W & WW System Improvements | $ 0.5 |
| Thrall | Miscellaneous W & WW System Improvements | $ 0.5 |
| Bartlett | Miscellaneous W & WW System Improvements | $ 0.5 |
| Weir | Miscellaneous W & WW System Improvements | $ 0.5 |
| | **TOTAL** | **$ 77.5** |

**Commissioners Court - Regular Session** **23.**

**Meeting Date:** 05/24/2022

CACAC appointment

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

**Department:** Commissioner Pct. #1

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Consider, discuss, and take appropriate action on the appointment of Josh Renner, Williamson County's Environmental Program Manager to the Clean Air Coalition Advisory Committee (CACAC) of the Capital Area Council of Governments (CAPCOG).

### Background

The CACAC is a subcommittee of the Clean Air Coalition (CAC). Its members share data, best practices and other information to help jurisdictions implement the Ozone Advanced Program (OAP) Action Plan, an ongoing regional initiative to reduce ozone pollution. They also advise the CAC on actions they should be taking.

## Fiscal Impact

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

## Attachments

Josh Renner bio

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 08:43 AM |
| Form Started By: Garry Brown | | Started On: 05/19/2022 08:15 AM |
| Final Approval Date: 05/19/2022 | | |

Josh Renner bio for Williamson County's appointment to the CAPCOG Clean Air Coalition Advisory Council (CACAC)

Josh Renner graduated from Texas State University with a Bachelor of Science in Wildlife Biology, earned his Master of Science in Wildlife Ecology from the same university, and is recognized by the Wildlife Society as an Associate Wildlife Biologist. His focus is on natural resource management and has conducted research on the urban/natural resource interface including work funded by the Texas Department of Transportation looking at the ecological impacts of roads and urbanization on wildlife movement and habitat corridors. He currently serves as the Environmental Program Manager of Williamson County and is the primary administrator of the Williamson County Regional Habitat Conservation Plan.

Josh is a Leave No Trace Master Educator and assists with training and awareness of the principles of outdoor ethics to educate citizens to be stewards of our preserve lands and open spaces. He also assists the National Habitat Conservation Plan Coalition promote their mission furthering the use of large-scale habitat conservation plans as local solutions to facilitate economic development and providing for holistic conservation of threatened and endangered species and, by proxy, increasing open spaces and improving environmental quality. He believes that educational outreach and properly informing policy are a priority in ensuring the symbiotic and sustainable relationship between natural resources and development.

**Commissioners Court - Regular Session** **24.**

**Meeting Date:** 05/24/2022

Nossaman

**Submitted For:** Bill Gravell **Submitted By:** Hal Hawes, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of the law firm of Nossaman, LLP to represent Williamson County in pursuing legal action against the U.S. Fish and Wildlife Service and related parties in connection with critical habitat designation for the Georgetown salamander and Salado salamander; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**Background**

## Fiscal Impact

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

## Attachments

Engagement Letter - Nossaman

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 09:20 AM |
| Form Started By: Hal Hawes | | Started On: 05/19/2022 09:13 AM |
| Final Approval Date: 05/19/2022 | | |

NOSSAMAN LLP

ATTORNEYS AT LAW

816 Congress Avenue
Suite 970
Austin, TX 78701
T 512.651.0660
F 512.651.0670

Rebecca Hays Barho
D 512.813.7942
rbarho@nossaman.com

May 18, 2022

Hal C. Hawes
General Counsel
Williamson County, Texas
710 S Main Street, Suite 200
Georgetown, TX 78626-5701

Re: Engagement and Fee Agreement for Legal Services – Williamson County, Texas – Salamander Critical Habitat Litigation

Dear Mr. Hawes:

We are very pleased to have the opportunity to provide legal services to Williamson County, Texas ("Client"). (The terms "you" and "yours" as used in this letter shall refer to the Client). We expect that these services will be provided principally by attorneys resident in our Austin and California offices, although we may call upon attorneys in our other offices to provide advice or assistance on your matter if appropriate. This letter will serve to record our agreement of the terms and conditions of our representation only after completing a review of all conflicts and credit, and acceptance of the engagement by Firm Management.

1. Client has asked us and we agree to represent Client in connection with a legal challenge to the U.S. Fish and Wildlife Service's designation of critical habitat for the Georgetown salamander and Salado salamander.

2. Client agrees that Williamson County, Texas is our Client for the specific matter on which we are engaged, and that we shall not be deemed to represent any of its parents, subsidiaries or other affiliates unless we expressly agree to do so in writing. Further, our representation of the County does not include a representation of individual County Commissioners or employees. There is no attorney-client relationship between the Firm and any such related person. The attorney-client privilege is solely between the Client and the Firm. Any proposed expansion of the representation to include any such related persons or entities shall be subject to and contingent upon execution of an engagement letter directly with those persons or entities.

3. We understand that we are being retained only by the Client. We have performed our conflict check based upon the information you the Client provided to us. You agree that we are not bound to avoid conflicts with any other entities that you have not identified to us.

4. Notwithstanding paragraph 3 above, Williamson County, Texas desires to join the Williamson County Conservation Foundation ("WCCF") in pursuing legal action against the U.S. Fish and Wildlife Service and related parties in connection with critical habitat designation for the

Georgetown salamander and Salado salamander. Williamson County, Texas also desires that Nossaman LLP represent the County and the WCCF jointly. Williamson County and WCCF understand that there may be benefits to joint representation but it is also possible that in the course of representation, the two parties may not agree upon how to proceed. In such case, a conflict may arise that may necessitate withdrawal by Nossaman as counsel for one or both parties. After full consideration of the issues associated with joint engagement, with an opportunity to review these matters with the County's independent counsel, the County hereby waives any potential conflicts of interests that may arise in connection with its engagement of Nossaman LLP.

5. On matters covered by this agreement, Nossaman LLP agrees to provide such legal services as we determine are reasonably required to represent Client; to take reasonable steps to keep you informed of facts and developments concerning the subject matter of this engagement as they come to our attention; and to respond to your reasonable inquiries. The Firm's lawyers have no obligation to share information, even information material to the representation, if that information was learned while representing other clients and is confidential to those other clients. You agree to cooperate with us, to keep us informed of developments, to abide by this agreement and to pay our statements for services in accordance with the provisions below.

6. Our fees for services provided pursuant to this agreement will be calculated and billed based upon hourly rates established for each attorney, paralegal and clerk rendering services on your matters. Our statements for services will provide you with a description of the services performed, the date they were performed, the time devoted to your matters and the specific hourly rate of the attorney, paralegal or clerk that performed the services on your behalf.

7. The hourly rates of individuals who are currently expected to perform services with respect to your matters are set forth on Attachment A hereto and will generally be recorded and billed in one tenth hour increments. If other personnel are asked to perform services, you will be informed of their billing rates on the first statement following their initial service. We expect that the attorneys listed on Attachment A will render the bulk of the services.

8. Our hourly rates apply to all time spent on your behalf, including but not limited to court appearances; motion practice; preparing, analyzing, reviewing and revising correspondence and documents; factual and legal research; consultation and advice; conducting negotiations; engaging in depositions and other discovery; conferences; preparing for and conducting trials and appeals; travel time; conferring with other attorneys in our Firm, or with witnesses or attorneys also involved in the matter; and such other services of a professional nature as this engagement may require.

9. We will ordinarily incur various costs and expenses or will provide certain in-house services while performing legal services. You agree to pay for these items in addition to our fees for legal services. The costs and expenses and in-house services may include, but will not necessarily be limited to, filing fees fixed by law or assessed by courts or other agencies; court reporters' fees; witness fees; experts' fees; consultants' fees; process server fees; investigation expenses; out of town travel expenses; electronic discovery data hosting charges, long distance telephone charges; messenger and private courier delivery charges; photocopying and other reproduction services; computerized research charges; and similar items.

External costs and expenses are charged at our cost, including computerized research and electronic evidence data processing. Where the Firm maintains a fixed subscription contract with a vendor for computerized research, you will be charged for the actual cost incurred by the Firm during the given month which often results in substantial discounts of the vendor's regular rates. We will not charge you for word processing, overtime expenses associated with administrative or secretarial personnel, telephone calls within the United States and similar items unless these items are unusually large in amount and we obtain your agreement in advance. We will not add a "handling" charge for costs and expenses incurred on your behalf.

10. We are not required to advance payment for any external expenses. If for any reason we advance a payment for external expenses, you agree to promptly pay our invoices with those charges. In addition, we may submit those charges directly to you and ask that you pay such charges directly to the vendors, in a timely manner. If you do not make timely payments to vendors, we reserve the right to pay those vendors on your behalf and include such charges in our statements and require reimbursement from you. It is important that vendors be promptly reimbursed so that we can retain good professional relationships with those vendors.

11. Our files for work prepared pursuant to this agreement are your property. We will release our files for work performed pursuant to this agreement to you or to anyone else you designate upon your written request delivered to the attorney in charge of this matter. However, you agree that we may, in our sole discretion, copy all or any portion of the file and charge the copying costs to you, and that we may have a reasonable period of time before releasing the documents to you or anyone else you designate in order to copy all or any portion of the files you have directed us to surrender. We will, from time to time, send portions of your files that are not currently needed to an off-site storage facility. The cost of this facility will be our sole expense. However, we are not the guarantor of the security of any off-site storage facility. Accordingly, you agree that the Firm will not be responsible for any damages which may occur as a result of the loss of any of your files which we store at an off-site storage facility. You also agree that we may, after the passage of two years without our having performed any work for you pursuant to this engagement for services, destroy your files unless you provide us with written instruction to forward the files to you or to another person you designate.

12. You agree to keep us informed of any change in your address, telephone numbers, or electronic mail address so that we may effectively communicate with you. We will also advise you promptly of any change in the Firm's business address, electronic mail address or telephone or facsimile numbers. You agree that we may communicate with you via electronic mail or wireless telephone even though these media may be less secure than alternative means of communication.

13. To aid in your matters, it may become necessary to hire experts, consultants or investigators. Such persons will be employed by us on your behalf, not by you, so as to protect any privileged work; but we will not hire such persons unless you approve and also agree to pay their fees and charges. The responsibility to pay for their services is solely yours.

14. We will send you monthly statements for fees and costs incurred. Payment is due within 45 days of the date of invoice. If not paid within the 30 days, interest shall accrue at the rate of 6% per annum from said due date. You agree to read your statements carefully and promptly notify the Firm of any error.

15. You may discharge us as your attorneys at any time. We may withdraw as your attorneys with or without your consent, as long as permitted by law. Some of the reasons that may cause us to withdraw include but are not limited to the following: your breach of this agreement; your failure to pay our bills on time; your refusal to cooperate with us; your refusal to follow our advice on a material matter; the development of irreconcilable disagreement between you and us as to the conduct of the engagement; or any other fact or circumstance that would render our continuing representation contrary to your interests, or to law, or to the rules of professional conduct. Failure to withdraw as your attorneys on any one occasion shall not be a waiver of our right to do so if such other occasions arise.

If you discharge us, or if we elect to withdraw, you agree to secure forthwith other counsel of your own selection to represent you and, if we are your attorneys of record in any litigation, to cooperate fully in substituting such new counsel as your attorneys of record in the litigation.

16. Nothing in this agreement and nothing in our statements to you should be construed as a guarantee or promise about the outcome of your matter or any phase thereof. Comments about the course or outcome of your matter or any phase thereof which we may make from time to time are expressions of opinion only. You acknowledge that the amount of legal fees and costs which may be incurred on your behalf pursuant to this agreement is not capable of precise prediction; and you acknowledge that we have made no guarantees or promises and that you have set no limits with regard to the cost of services we provide you.

17. Except for a claim for Client's failure to pay fees for professional services and/or expenses, if any dispute arises out of, or relates to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type or description regardless of the facts or legal theories which may be involved, such dispute shall be resolved by binding arbitration before a mutually selected dispute resolution firm.

18. Any dispute as to the Client's failure to pay fees for professional services and/or expenses shall be resolved in the appropriate District Court of the State of Texas. The party prevailing in an action regarding a dispute as to the client's failure to pay fees for professional services and/or expenses shall be entitled to recover from the other party the prevailing party's actual attorneys' fees and costs incurred, including expert witness fees, witness fees, and associated expenses, whether or not the action proceeds to judgment. For the purposes of enforcing this agreement, and as otherwise required by law, you agree that this agreement may be disclosed to a court or arbitrator.

19. This agreement is made under and shall be construed in accordance with the substantive laws of the State of Texas without reference to its choice of law rules.

20. We follow the terms of the Texas Lawyer's Creed in our practice and in compliance therewith attach a copy of the Texas Lawyer's Creed to this engagement letter.

21. **All lawyers in Texas have an obligation to maintain a high standard of ethical conduct toward their clients and others. To enforce this standard, the State Bar of Texas investigates and prosecutes complaints of professional misconduct against lawyers licensed in Texas, pursuant to the Texas Rules of Disciplinary Procedure as promulgated**

**by the Supreme Court of Texas. Pursuant to Texas Government Code Section 81.079, Texas attorneys must provide notice to clients of the existence of the grievance process. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. If you have any questions about this process, please call the Grievance Information Helpline of the State Bar of Texas at 1-800-932-1900 for more information.**

22. We carry professional liability insurance which would cover the services we will be providing to you under the terms of this agreement. That insurance is subject to a significant self-insured retention.

23. This agreement will take effect when you sign this agreement and return it to us; but its effect will be retroactive to the date we first performed services on your behalf. Client agrees that its performance under this agreement and its payment of the fees and costs required hereunder shall be in Austin, Texas.

24. This agreement constitutes a single, integrated written contract expressing the entire agreement of the Client and our Firm. There is no other agreement, written or oral, express or implied, between the parties with respect to the subject matter of this agreement. This agreement may be modified only in a writing signed by all the parties. This agreement shall be construed by giving effect to the plain meaning of its terms.

We are very proud of our client relationships, and occasionally identify clients to others who ask about our client base, or in institutional materials. Unless you object in writing, we assume that you agree that we may state that we represent you in such matters as we deem appropriate, although of course we would not publish or disseminate any confidential information.

Please understand that your engagement of the Firm will not become final until we advise you that we have cleared potential conflicts and a credit review of this engagement is approved by the Firm's Management.

If these terms are acceptable to you, please sign in the space provided below and return one copy of this agreement to us via email to rbarho@nossaman.com or via facsimile to (512) 651-0670.

We appreciate your confidence in our Firm and look forward to working with you.

Best regards,

Rebecca Hays Barho
Of Nossaman LLP

RHB:io

## ACCEPTANCE

I have read and understand the foregoing terms and agree to them as of the date that Nossaman LLP first provided services to **Williamson County, Texas**.

**WILLIAMSON COUNTY, TEXAS**

By: _____

Printed Name: _____

Title: _____

Dated: _____

| FOR ACCOUNTING USE ONLY |
|---|
| Client Name:_____ |
| Matter Name:_____ |
| Client Number:_____ |

## ATTACHMENT A

## SCHEDULE/EXPLANATION OF FEES

Billing Rates charged in one-tenth hour increments:

| TIMEKEEPER | HOURLY RATE |
|---|---|
| **Attorneys** | |
| **Partners**: | |
| Paul Weiland | $495.00 |
| Rebecca Hays Barho | $375.00 |
| **Associates**: | |
| Samantha Savoni | $325.00 |
| Samantha Murray | $325.00 |
| Sara Greenberg | $325.00 |
| **Paralegals/Clerks** | |
| If needed, hourly rates will be billed between $125 & $260 per hour. | |

Interest charged on payment past due .....6%

RHB
**Nossaman Partner Initials**

_____
**Client's Initials**

# Texas Lawyer's Creed

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

## I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

**1.** I am passionately proud of my profession. Therefore, "My word is my bond."

**2.** I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.

**3.** I commit myself to an adequate and effective pro bono program.

**4.** I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.

**5.** I will always be conscious of my duty to the judicial system.

## II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

**1.** I will advise my client of the contents of this creed when undertaking representation.

**2.** I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

**3.** I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.

**4.** I will advise my client that civility and courtesy are expected and are not a sign of weakness.

**5.** I will advise my client of proper and expected behavior.

**6.** I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

**7.** I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

**8.** I will advise my client that we will not pursue tactics which are intended primarily for delay.

**9.** I will advise my client that we will not pursue any course of action which is without merit.

**10.** I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

**11.** I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

## III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

**1.** I will be courteous, civil, and prompt in oral and written communications.

**2.** I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

**3.** I will identify for other counsel or parties all changes I have made in documents submitted for review.

**4.** I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

**5.** I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

**6.** I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

**7.** I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

**8.** I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

**9.** I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

**10.** I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

**11.** I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

**12.** I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

**13.** I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

**14.** I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

**15.** I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

**16.** I will refrain from excessive and abusive discovery.

**17.** I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

**18.** I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

**19.** I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

## IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

**1.** I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

**2.** I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

**3.** I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

**4.** I will be punctual

**5.** I will not engage in any conduct which offends the dignity and decorum of proceedings.

**6.** I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

**7.** I will respect the rulings of the Court.

**8.** I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

**9.** I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

**Commissioners Court - Regular Session** **25.**

**Meeting Date:** 05/24/2022

Attorney Engagement Letter - Deaton/Carter

**Submitted By:** Shannon Francis, Commissioners Court

**Department:** Commissioners Court

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the engagement of the law firm of Carter Arnett PLLC to represent Steve Deaton, a former employee of the Williamson County Sheriff's Office, in relation to Civil Action No. 1:21-cv-00374-RP; *Gary Watsky v. Williamson County, Texas, et al.*; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**Background**

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**Fiscal Impact**

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

**Attachments**

engagement letter - deaton/carter

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/18/2022 12:10 PM |
| Form Started By: Shannon Francis | | Started On: 05/18/2022 11:42 AM |
| Final Approval Date: 05/18/2022 | | |

# GENERAL COUNSEL
## WILLIAMSON COUNTY COMMISSIONERS COURT

710 MAIN STREET, SUITE 200
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sspringerley@wilco.org


May 9, 2022

***Via Electronic Mail***
***(lcarter@carterarnett.com)***
Mr. Steve Deaton
c/o Mr. E. Leon Carter
CARTER ARNETT PLLC
8150 N. Central Expressway, Suite 500
Dallas, Texas 75206-1860

Re: *Gary Watsky v. Williamson County, Texas, et al.;* Civil Action No. 1:21-cv-00374-RP; In the United States District Court for the Western District of Texas, Austin Division
Germer No. 104999

Dear Mr. Deaton:

Williamson County's ("the County") insurance carrier, Travelers Insurance Company, has been providing you with a defense in the above matters. As the County has met its maximum coverage for the policy year these matters fall within, your defense will no longer be provided by Travelers. However, the County will continue to provide you with a defense, subject to the terms and conditions described below:

1. Travelers Insurance Company will no longer be defending you or the County in the above matters. As set forth below, Williamson County has agreed to provide you with a defense, and to cover your reasonable and necessary attorney fees in the above matters, subject to the limitations set forth herein. The County has also agreed that Mr. E. Leon Carter will continue to represent you in these matters, and his invoices relating to your representation will be presented to the County for payment as set forth below.

2. By signing below, your attorney agrees to submit his invoices to Williamson County's third-party administrator, Tristar Risk Management, each month, under the following rates and terms:

   a. Rates:

| | | |
|---|---|---|
| i. | Leon Carter | $325/hr. |
| ii. | Partner | $275/hr. |
| iii. | Associate | $225/hr. |
| iv. | Paralegal | $130/hr. |

   b. Terms:
      i. Your attorney will bill in increments of tenths of an hour.

ii. Your attorney's invoices will be processed by the County's third-party administrator, Tristar Risk Management, and will also be subject to review by the Williamson County Commissioners Court.

iii. Your attorney will only invoice reasonable and related expenses that are in accordance with the Williamson County Vendor Reimbursement Policy. A copy of the current Vendor Reimbursement Policy is attached and may be updated from time to time.

3. Although the County does not anticipate withdrawing its defense of you in these matters, the County reserves its right to withdraw its defense of you at any time, at its sole discretion.

4. The County has not agreed to, and is not obligated to, indemnify you in these matters or pay any judgment against you in the event you are found liable in these matters.

5. You have the right to retain your own attorney, of your choosing, at your sole expense.

Please confirm your and your attorney's consent by signing in the space provided below and return a signed copy back to my office by electronic mail to sfrancis@wilco.org.

Thank you for your attention to this matter. Please do not hesitate to contact me with any questions.

Very truly yours,

*/s/ Shannon C. Francis*
Shannon C. Francis
Assistant General Counsel

**AGREED TO BY:**

**Steve Deaton**

5-15-22
**Date**

**E. Leon Carter, Esq.**
**Carter Arnett PLLC**

5-11-22
**Date**

# Williamson County
# Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

**1. Invoices and Affidavits**

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

**2. Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

**3. Meals**

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

**4. Lodging**

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

**5. Airfare**

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

**6. Car Rental**

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

**7. Personal Car Usage**

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

**8. Other Expenses**

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

**9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

**10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**Commissioners Court - Regular Session** **26.**

**Meeting Date:** 05/24/2022

Law Enforcement Support Office (LESO)

**Submitted For:** Mike Gleason **Submitted By:** Tammy Alexander, Sheriff

**Department:** Sheriff

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an updated State Plan of Operation (SPO) Agreement between the State of Texas and the Williamson County Sheriff's Office with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 U.S.C. 2576a.

### Background

The Williamson County Sheriff's Office has been participating in this program with the Federal Government for a while now and must provide a signed agreement every year. The agreement promotes the efficient and expeditious transfer of property and to ensure accountability of the same. The Secretary of Defense is authorized by 10 U.S.C. 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Governor of Texas has designated in writing effective 8-31-18 to implement this program statewide as well as conduct management and oversight of this program.

## Fiscal Impact

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

## Attachments

Law Enforcement Support Office (LESO)

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 05/18/2022 11:24 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/18/2022 01:25 PM |
| Form Started By: Tammy Alexander | | Started On: 05/18/2022 10:48 AM |
| Final Approval Date: 05/18/2022 | | |

# DEFENSE LOGISTICS AGENCY
## DISPOSITION SERVICES
## 74 WASHINGTON AVENUE NORTH
## BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

## Law Enforcement Support Office (LESO)
## Application for Participation / Authorized Screeners Letter

*(This form is for State/Local Law Enforcement Agencies (LEA) only)* ***Indicates Required Fields**

**SECTION 1:**

*Agency Name: Williamson County Sheriff's Office | Originating Agency Identifier (ORI) #:(if applicable) TX2460000

*Agency Physical Address: 508 S. Rock St. | *City: Georgetown

*State: TX | *Zip Code: 78626 | *NCIC P.O. Box or Address (if different than above i.e.,terminal location)

*Phone #: (512) 943-1300 | *Email: jabriggs@wilco.org | Note: Email is needed for automated system notifications.

**Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable.** *Full-time: 208 *Part-time:

***RTD Screener - RTD Screeners MUST be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener. Enter "XXXXX" or "N/A" into all screener fields not used.***

| | *Official Title / Rank | *First Name | *Last Name | *Email | *Phone Number | POC (Aircraft/Small Arms/Vehicle) |
|---|---|---|---|---|---|---|
| *#1 | Deputy | James | Briggs | jabriggs@wilco.org | (512) 876-0784 | |
| #2 | Detective | Steven | Rogers | srogers@wilco.org | (512) 688-9835 | N/A |
| #3 | N/A | N/A | N/A | N/A | | N/A |
| #4 | N/A | N/A | N/A | N/A | | N/A |
| #5 | N/A | N/A | N/A | N/A | | N/A |
| #6 | N/A | N/A | N/A | N/A | | N/A |
| #7 | N/A | N/A | N/A | N/A | | N/A |

*Application Version: March 2022*

**SECTION 2:**

***RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY***

***Law Enforcement Agency/Activity*** - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

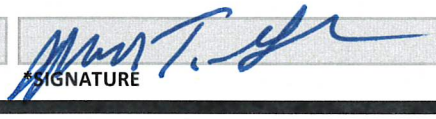
*☑ I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and e) that my agency has a signed copy of the SPO on file.

*(Check only one):

☑ I am signing this document as the CLEO of this law enforcement agency.

☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

***By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.***

| Sheriff | Michael | Gleason |
|---|---|---|
| ***TITLE** | ***PRINTED FIRST NAME:** | ***PRINTED LAST NAME:** |
| mike.gleason@wilco.org |  | 05/18/2022 |
| ***EMAIL** | ***SIGNATURE** | ***DATE** |

**SECTION 3:**

***RESERVED FOR STATE COORDINATORS OFFICE USE ONLY***

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and d) that the LEA has a signed copy of the SPO on file.

| | | |
|---|---|---|
| ***PRINTED NAME FIRST & LAST** | ***SIGNATURE** | ***DATE** |

**SECTION 4:**

## RESERVED FOR LESO USE ONLY

**NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL:** Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

*LESO Authorized Signatory:

***Signature**

*Screener letter is valid one year from this date:

Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.

LESO Notes:

# State Plan of Operation (SPO) between:

## The State of Texas and the

*(State/United States Territory)*

_____

*Law Enforcement Agency (LEA)*

**1) PURPOSE** This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

**2) AUTHORITY** The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

**3) GENERAL TERMS AND CONDITIONS** "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the LEA. The LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the LEA to unauthorized participants.

c) The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the LEA. When a LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the LEA and will remain on LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the LEA without issuance of further documentation. During this one year period, the LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL"A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

**4) STATE PLAN OF OPERATION** The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee), the Civilian Governing Body Official (CGB) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Michelle Farris

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd Bldg G Austin, Texas 78752

Email: TxLESOProgram@dps.texas.gov

Phone Number: (512) 424-7590

Website: https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program

Hours of Operation: 7:00AM – 5:00PM (CST)

iii) Funding to administer the LESO Program at the State-level is provided via:

The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct

management and oversight of this program. All funding and staffing will be provided by the Texas Department of Public Safety.

5) **PROPERTY ACCOUNTING SYSTEM** The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) **LESO WEBSITE** The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

The LEA shall access the Texas LESO website at https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program, for timely and accurate guidance, information, forms and links concerning the program.

**7) ANNUAL TRAINING** 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

**8) ENROLLMENT** The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time compensated law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are compensated employees of the LEA and are TCOLE certified peace officers. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a "full-time" or "part-time" law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

The LEA shall:

a) Submit an updated application packet annually to the Texas SC/SPOC office no later than June 30. Any time there is a change in personnel, CLEO, contact information etc, the LEA shall submit an updated application packet within 30 days of the change.

b) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class within (6) months and prior to approval of property requests. The class will be conducted free of charge to the LEA and will be held at a location determined by the Texas SC/SPOC office. Screeners who may have been previously employed by and screeners for other LEA's, may still be required to attend training as the training qualifies the LEA, not the individual.

c) Upon completion of the mandatory training, at least one of the LEA's authorized screeners (preferably the one who completed the training), must create an account in the current property accounting system and maintain said account for the duration of the LEAs participation in the program, regardless if the LEA ever receives property from the program.

d) Failure to complete all parts of the enrollment process listed above within (6) months of approval for participation, will result in the LEA being deactivated from the program. Once deactivated, an LEA may not apply for reactivation until the end of the following annual inventory cycle.

e) LEA transfer of responsibility of program property assigned to the LEA. A change in CLEO, due to any reason, will not relinquish responsibility from the LEA for properly maintaining accountability of any and all assigned program property. If the new CLEO does not wish for his/her agency to continue participation in the program, the CLEO will notify the Texas SC/SPOC office in writing that they wish to return all assigned property to their assigned Disposition Site and/or transfer it to another participating LEA and exit the program. The new CLEO remains responsible for any and all assigned property until it is officially transferred or returned and the LEA's inventory is completely cleared.

## 9) PROPERTY ALLOCATION

a) <u>The LESO shall:</u>

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest

extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

| **Small Arms Acceptable Over-Allocations** | |
|---|---|
| **# of Officers** | **# by type** |
| 1-10 | 2 or less |
| 11-25 | 3 or less |
| 26-100 | 5 or less |
| 101-299 | 8 or less |
| 300 or more | 10 or less |

(b) In instances where small arm allocation amounts exceed the "acceptable over-allocation" levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following: 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

c) The LEA shall:

i) Ensure that the individual who will be screening for property and submitting requests on behalf of the LEA, has completed the mandatory training and has a full understanding of the allocation limits, justification requirements and forms utilized for all requests.

ii) Ensure that at least one person maintains access to and understands the use of the property accounting system as long as the LEA is an active participant in the LESO program.

iii) Ensure that the individual responsible for managing the property accounting system, notifies the Texas SC/SPOC office of any property that is damaged upon receipt or is missing quantities that were requested, so that an immediate adjustment may be made prior to receipt being made in the property accounting system.

**11) PROPERTY MANAGEMENT** Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the LEA. The LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

## 11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the

program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) <u>The State shall:</u>

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may suspend or terminate a LEA participation in the program at any time for non-compliance.

c) The LEA shall:

i) Agree to comply with all requests and requirements pertaining to both a LESO PCR and an internal State PCR, including, but not limited to the following:

1) Ensuring all program property and files that are requested to be seen by either the LESO or SC/SPOC, are available on the date/time selected.

2) Ensuring all program property is laid out in an orderly fashion and easily accessible by the LESO or SC/SPOC.

3) Coordinate the use of any ECR with the LESO or SC/SPOC, prior to the PCR.

4) Notify the SC/SPOC, prior to the PCR, of any LSD property, so that adjustments may be made.

5) Notify the SC/SPOC, prior to the PCR, of any property that will need to be seen at multiple locations, so that accommodations may be made ahead of the PCR date/time.

**13) ANNUAL PHYSICAL INVENTORY** Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.
In the State of Texas, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31st. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

The LEA shall:

a) Ensure a physical, hands-on inventory of all assigned LESO property is conducted annually prior to certifying it in the electronic property accounting system.

b) Annually certify property is utilized and is within allocation limits IAW the SPO between the State of Texas and the participating LEA.

c) Not certify any property that is found to be LSD and will notify the SC/SPOC office immediately.

d) Complete the electronic certification of all assigned inventory on or before August 31st of every year.

**13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY** Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to): 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

**14) RESTRICTION, SUSPENSION OR TERMINATION** Program participants are required to abide by the terms and conditions of this SPO in order to maintain active program participation status. If a LEA fails to comply with any term or condition of the SPO, DLA Instruction or Manual, federal statute or regulation, the LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will

be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination*-The removal of a LEA from program participation. The terminated LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the LEA involved. *Restricted Status*-A specified period in which a LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the LEA will make every attempt to transfer the property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

**15) RECORDS MANAGEMENT** The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

**16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS** Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

**17) NOTICES** Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the LEA to conform to changes affecting their operations.

**18) ANTI-DISCRIMINATION** By signing or accepting property, the LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2)On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

**19) INDEMNIFICATION CLAUSE** The LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from USG control.

**20) TERMINATION** This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC, CLEO and CGB hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

**21) AGREEMENT OF PARTIES** The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of Texas:

Full Name (Print): Michelle Farris

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Chief Law Enforcement Official (CLEO) (or designee):

Title (Print): Sheriff

Full Name (Print): Michael T. Gleason

Signature (Sign): _____ Date (MM/DD/YYYY): 05/18/2022

Civilian Governing Body Official (CGB) (or designee):

Title (Print): County Judge

Full Name (Print): Bill Gravell, Jr.

Signature (Sign): _____ Date (MM/DD/YYYY): _____

**Commissioners Court - Regular Session** **27.**

**Meeting Date:** 05/24/2022

Approval of Blanket Purchase Order for Fuelman Fuel Cards for Remainder of FY22 for Emergency Medical Services Department

**Submitted For:** Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of $155,000.00 as per Omnia National Contract #R161501 with Fleetcor Technologies.

### Background

Approval of this item will support the operations of the Williamson County Emergency Medical Services (EMS) Department for the remainder of FY22. This request is a result of increased fuel cost. The blanket purchase order will encumber funds for the Fuelman Fuel Cards, the system used for employees to buy fuel. This expenditure will be charged to 01.0100.0540.003301. Point of contact is Theresia Carter.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 05/19/2022 11:44 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 11:45 AM |
| Form Started By: Stephanie Robles | | Started On: 05/19/2022 09:12 AM |
| Final Approval Date: 05/19/2022 | | |

**Commissioners Court - Regular Session** **28.**

**Meeting Date:** 05/24/2022

Award of RFP #22RFP98 Construction Manager at Risk (CMAR) River Ranch Park Closeout to Chasco Constructors

**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 #22RFP98 Construction Manager at Risk (CMAR) for River Ranch Park Closeout to Chasco Constructors, Ltd, LLC and authorize the execution of the agreement between Williamson County and the CMAR. Funding Source is P315.

### Background

Williamson County sent out over 4,600 notifications and had 23 document takers with one (1) firm submitting a response. The Construction Manager at Risk (also referred to herein as “CMAR”) services are for close-out items at River Ranch Community Park. The firm was evaluated and Chasco Constructors, Ltd, LLC is being recommended to move forward with negotiations towards the Guaranteed Maximum Price (GMP.) The Commissioner's Court will have the opportunity to review and approve the GMP. The Proposed Pricing Sheet Total of $570,485.00 is attached with a lump sum payment for Pre-Construction Services listed at $20,000.00. Construction Estimated Budgeted amount: $3,000,000.00. Funding source for P315. Trenton Jacobs is the Point of contact.

## Fiscal Impact

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

## Attachments

Construction Contract

Chasco Pricing Sheet

Scoresheet redacted

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 05/19/2022 11:37 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 11:39 AM |
| Form Started By: Johnny Grimaldo | | Started On: 05/18/2022 12:21 PM |
| Final Approval Date: 05/19/2022 | | |

# CONTRACT FOR CONSTRUCTION MANAGER AT-RISK ("CMAR") PROJECT DELIVERY

**PROJECT:** **River Ranch County Park Completion** ("Project")

**CONSTRUCTION MANAGER AT-RISK:** **Chasco Constructors, Ltd., LLC** ("CMAR")
Charles J. Glace, Jr., President
2801 E. Old Settlers Blvd.
Round Rock, TX 78665

**PLANNER, LANDSCAPE ARCHITECT, ARCHITECT & ENGINEER:** **Design Workshop, Inc.** ("A/E")
Claire Hempel, PLA, AICP CUD, LEED® Green Associate ™, CDT
812 San Antonio St., Suite 401
Austin, TX 78701

**COUNTY'S DESIGNATED REPRESENTATIVE:** **Williamson County Parks Department**
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

**THIS CONTRACT FOR CONSTRUCTION MANAGEMENT AT-RISK PROJECT DELIVERY** ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a political subdivision of the State of Texas ("County") and CMAR.

## R E C I T A L S

**WHEREAS**, County desires to retain a CMAR for the **completion of the River Ranch County Park Phase 1 construction** (hereinafter called the "Project");

**WHEREAS**, County desires a CMAR who will render, diligently and competently in accordance with the highest standards used in the profession, all CMAR services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

**NOW, THEREFORE**, County and CMAR, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

## ARTICLE 1
## GENERAL PROVISIONS

### 1.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, other documents listed in this Contract, and Modifications issued after the execution of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract. Upon County's acceptance of CMAR's Guaranteed Maximum Price ("GMP") proposal, the Contract Documents will also include the documents described in **Paragraph 2.2.3** and identified in the GMP Amendment and revisions prepared by A/E and furnished by County as described in **Section 2.2**. This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, CMAR shall immediately notify County and seek clarification from A/E and County.

### 1.2 RELATIONSHIP OF THE PARTIES

CMAR accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise CMAR's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

### 1.3 GENERAL CONDITIONS

#### 1.3.1

The term "Contractor" as used herein or in the UGCs shall mean CMAR.

#### 1.3.2

The term "Owner" as used herein or in the UGCs shall mean County.

#### 1.3.3

The term "Architect" as used herein or in the UGCs shall mean A/E.

# ARTICLE 2
# CMAR'S RESPONSIBILITIES

CMAR's Preconstruction Phase responsibilities are set forth in **Sections 2.1 through 2.2**. CMAR's Construction Phase responsibilities are set forth in **Section 2.3**. County and CMAR may agree, in consultation with A/E, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. CMAR shall designate a representative authorized to act on behalf of CMAR with respect to the Project.

## 2.1 PRECONSTRUCTION PHASE

### 2.1.1 CMAR

CMAR shall provide a preliminary evaluation of County's program, design criteria, schedule, and construction budget requirements, each in terms of the other.

### 2.1.2 Consultation

CMAR shall schedule and conduct meetings with A/E and County to discuss such matters as procedures, progress, coordination, and scheduling of the Work. Frequent meetings are anticipated prior to County's acceptance of the GMP and during the completion of the Contract Documents. CMAR shall advise A/E and County on proposed site use and improvements, selection of materials, and building systems and equipment. CMAR shall also provide recommendations in writing consistent with the Project requirements to A/E and County on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

### 2.1.3 Preliminary Project Schedule

**.1** When Project requirements described in **Paragraph 3.1.1** have been sufficiently identified, CMAR shall prepare, and periodically update, a preliminary Project schedule for review and approval by A/E and County. CMAR shall coordinate and integrate the preliminary Project schedule with the services and activities of County, A/E, and CMAR. As the design proceeds, the preliminary Project schedule shall be updated by CMAR to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, County's occupancy requirements, showing portions of the Project having occupancy priority, and the proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, CMAR shall make recommendations to A/E and County in writing.

**.2** CMAR shall, at County's request, attend public meetings and hearings concerning the development and schedule of the Project.

**.3** When Project requirements described in **Paragraph 3.1.3** have been sufficiently identified, CMAR shall prepare, and periodically update, a Project schedule for A/E's review and County's acceptance. CMAR shall obtain A/E's approval for the portion of the Project schedule relating to the performance of A/E's services. The Project schedule shall coordinate and integrate CMAR's services, A/E's services, other County consultants' services, and County's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of County.

### 2.1.4 Phased Construction

CMAR shall provide recommendations in writing with regard to accelerated or fast-track scheduling, procurement, or phased construction. CMAR shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

### 2.1.5 Preliminary Cost Estimates

**.1** Based on the preliminary design and other design criteria prepared by A/E, CMAR shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for A/E's review and County's approval. If A/E or CMAR suggest alternative materials and systems, CMAR shall provide cost evaluations of those alternative materials and systems in writing.

**.2** As the Drawings, Specifications, and other Contract Documents are developed, CMAR shall prepare and update, at appropriate intervals agreed to by County, CMAR and A/E, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as County and CMAR agree on a GMP for the Work. Such estimates shall be provided for A/E's review and County's approval. CMAR shall inform A/E and County when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action in writing.

### 2.1.6 Subcontractors and Suppliers

CMAR shall develop bidders' interest in the Project.

**2.1.7**

CMAR shall prepare, for A/E's review and County's acceptance, a procurement schedule for items that must be ordered well in advance of construction. CMAR shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction as required to meet the Project schedule. If County agrees to procure any items prior to the establishment of the GMP, County shall procure the items on terms and conditions acceptable to CMAR. Upon the establishment of the GMP, County shall assign all contracts for these items, if any, to CMAR and CMAR shall thereafter accept responsibility for them.

**2.1.8 Extent of Responsibility**

CMAR shall exercise reasonable care in preparing schedules and estimates. CMAR, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. CMAR is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but CMAR shall promptly report to A/E and County any questions or suspected nonconformity discovered by CMAR as a request for information in such form as County or A/E may require.

**2.1.9 Notices and Compliance with Laws**

CMAR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

**2.1.10 Preconstruction Phase Compensation**

CMAR shall be paid for preconstruction services as described in **Article 4**. Payment will be a percentage complete with 100% of lump sum paid prior to moving to GMP.

## 2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

**2.2.1**

At a time to be mutually agreed upon by County and CMAR and in consultation with A/E, CMAR shall prepare a GMP proposal for County's review and acceptance. The GMP in the proposal shall be the sum of CMAR's estimate of the Cost of the Work, CMAR's Fee, and Owner's Contingency.

**2.2.2**

To the extent that the Drawings and Specifications are anticipated to require further development by A/E, CMAR shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by

Change Order.

**2.2.3**
CMAR shall include with the GMP proposal a written statement of its basis, which shall include the following:

**.1** A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of this Contract;

**.2** A list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal, including assumptions under **Paragraph 2.2.2**, to supplement the information provided by County and contained in the Drawings and Specifications;

**.3** A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and CMAR's Fee;

**.4** The anticipated date of Substantial Completion upon which the proposed GMP is based.

**2.2.4**
In preparing the GMP proposal, CMAR shall include an Owner's Contingency to cover costs considered to be reimbursable as Cost of Work but not included in Change Orders.

**2.2.5**
CMAR shall meet with A/E and County to review the GMP proposal. In the event that A/E and County discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify CMAR, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

**2.2.6**
If County notifies CMAR that County has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from CMAR. Following acceptance of a GMP, County and CMAR shall execute the GMP Proposal amending this Contract. The GMP Proposal shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

**2.2.7**
CMAR shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase unless County provides prior written authorization for such costs.

**2.2.8**
County shall authorize A/E to provide the revisions to the Drawings and Specifications to

incorporate the agreed-upon assumptions and clarifications contained in the GMP Proposal. County shall cause A/E to promptly furnish those revised Drawings and Specifications to CMAR as they are revised. CMAR shall notify A/E and County of any inconsistencies between the GMP Proposal and the revised Drawings and Specifications.

## 2.3 CONSTRUCTION PHASE

### 2.3.1 General

**.1** For purposes of **UGC 8.1.2**, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

**.2** Following County's acceptance of CMAR's GMP proposal, the Construction Phase shall commence upon County's issuance of a Notice to Proceed for the Construction Phase.

**.3** CMAR shall fully execute the Work described in the Contract Documents and reasonably inferable to provide the results intended by the Contract Documents except to the extent specifically indicated in the Contract Documents to be the responsibility of others. CMAR shall render, diligently and competently in accordance with the highest standards used in the profession, all of CMAR's services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project.

**.4** CMAR shall furnish only skilled and properly trained staff for the performance of the Work. Key members of CMAR's staff shall not be changed without the written consent of County, unless such person becomes unable to perform any required duties due to death, disability, or termination of employment with CMAR. During the performance of the Work, CMAR shall keep a competent superintendent at the Project site while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County. Similarly, CMAR shall keep a competent Project Manager on-call and readily available to while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County.

### 2.3.2. Administration

**.1** Those portions of the Work that CMAR does not customarily perform with CMAR's own personnel shall be performed under subcontracts or by other appropriate contracts with CMAR in accordance with the Contract Documents including, without limitation, the requirements of **Texas Government Code, §2269.255-256**. County may designate specific persons from whom, or entities from which, CMAR shall obtain bids. CMAR shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to County as required by the Contract Documents.

**.2** If the GMP has been established and when a specific bidder (1) is recommended to County by CMAR, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to established criteria and the requirements of the Contract Documents without reservations or exceptions, but County requires that another bid be accepted, then CMAR may request a Change Order in accordance with **UGC 5.2.1.1**.

**.3** Subcontracts or other contracts shall conform to the applicable payment provisions of this Contract, the UGCs, the laws of the State of Texas including, without limitation, the Texas Local Government Code, and shall not be awarded on the basis of cost plus a fee without the prior consent of County.

**.4** If CMAR recommends a specific bidder that may be considered a "related party" according to **Section 6.8**, then CMAR shall promptly notify County in writing of such relationship and notify County of the specific nature of the contemplated transaction, according to **Paragraph 6.8.2**.

**.5** CMAR shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. CMAR shall prepare and promptly distribute minutes to A/E and County.

**.6** Upon the execution of the GMP Proposal, CMAR shall prepare and submit to A/E and County a construction schedule for the Work and submittal schedule in accordance with the Contract Documents.

**.7** CMAR shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by County, CMAR shall submit written progress reports to A/E and County, showing percentages of completion and other information requested or required by County. CMAR shall also keep, and make available to A/E and County, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by County.

**.8** CMAR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. CMAR shall identify variances between actual and estimated costs and report the variances to A/E and County and shall provide this information in its monthly reports to A/E and County, in accordance with **Paragraph 2.3.2.7**.

## ARTICLE 3
## COUNTY'S RESPONSIBILITIES

### 3.1 INFORMATION AND SERVICES REQUIRED OF COUNTY

#### 3.1.1
County shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth County's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

#### 3.1.2
County shall establish and periodically update County's budget for the Project, including (1) the budget for the Cost of the Work, (2) County's other costs, and (3) reasonable contingencies related to all of these costs. If County significantly increases or decreases County's budget for the Cost of the Work, County shall notify CMAR and A/E.

#### 3.1.3
County will secure the services of surveyors, soils engineers, existing facility surveys, 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 Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

#### 3.1.4
During the Construction Phase, County shall furnish information or services required of

County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to CMAR's performance of the Work with reasonable promptness after receiving CMAR's written request for such information or services.

### 3.2 COUNTY'S DESIGNATED REPRESENTATIVE

County shall identify a representative authorized to act on behalf of County with respect to the Project. County's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of CMAR. The term "Owner" means County or County's Designated Representative.

#### 3.2.1 Legal Requirements

County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet County's needs and interests.

### 3.3 A/E

County shall retain an A/E to provide services, duties and responsibilities as described in the Professional Services Agreement between A/E and County.

## ARTICLE 4
## COMPENSATION FOR PRECONSTRUCTION PHASE SERVICES

### 4.1 COMPENSATION

#### 4.1.1

County shall pay CMAR the lump sum amount of **Twenty Thousand dollars ($ 20,000)** for preconstruction services.

### 4.2 PAYMENTS

#### 4.2.1

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

#### 4.2.2

County shall make payments in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2252**.

# ARTICLE 5
# COMPENSATION FOR CONSTRUCTION PHASE SERVICES

**5.1**

For CMAR's performance of the Work as described in **Section 2.3**, County shall pay CMAR the Contract Sum in current funds for CMAR's performance of this Contract. The Contract Sum is the Cost of the Work as defined in **Paragraph 6.1.1** plus CMAR's Fee.

**5.1.1 CMAR's Fee:**

CMAR's Fee shall be a fixed sum of **Five Hundred Fifty Thousand, Four Hundred Eighty-Five dollars ($ 550,485)**, based on the initial proposed construction budget stated in the Request for Proposals (RFP) and include the following

**.1** CMAR's fees for construction phase services other than for self-performed construction work;

**.2** CMAR Overhead and Profit;

**.3** Rental charges and repair assessments for temporary facilities and equipment, and costs of transportation, installation, minor repairs, dismantling, and removal;

**.4 Office Expenses**

Courier service, postage and expressage.

**.5 Temporary Utilities**

Mobilization and demobilization, electric service (including field office trailers), water service (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, construction roads, temporary construction parking, clean-up, dumpsters, signage, safety, audit, and record storage.

**.6 Taxes, Insurance, and Fees**

Worker's compensation insurance, builder's risk insurance, insurance deductibles, public owner's protective insurance, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, preconstruction phase services fee, construction phase services fee, overhead and profit.

**.7 Construction Management Labor**

Payroll tax fringes, construction management labor (except self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles

and fuel for supervisory personnel.

**.8 General Construction Debris Removal**

Costs of removal of general construction debris from the site of the Work and its proper and legal disposal.

**.9 Construction Survey Layout**

Layout crew and licensed survey layout.

**.10 Project Close-out**

Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

**5.1.2 Methods of adjustment of CMAR's Fee for changes in the Work:**

**.1 CMAR Fee with No Change in Contract Time**

For changes in the Work that **do not** require a change in Contract Time, CMAR's Fee shall be equal to **Six and Seventy-Three hundredths percent (6.73 %)** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work. This shall be in addition to the fee stated in **Paragraph 5.1.1**.

**OR**

**.2 CMAR Fee with Changes in Contract Time**

For changes in the Work that also require a change in Contract Time, CMAR's Fee, including extended General Conditions, shall be equal to **Two Thousand, One Hundred Ten dollars ($ 2,110) per day**, directly attributable to any such change that is incurred or paid by CMAR during performance of the Work. This shall be in addition to the fee stated in **Paragraph 5.1.1**.

**.2 CMAR Fee with Changes in Contract Time**

Weather days are considered changes in Contract Time without change in Work; therefore, neither condition applies.

**5.1.3**

A Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall not exceed **ten percent (10%).**

## 5.2 GUARANTEED MAXIMUM PRICE

**5.2.1**

CMAR guarantees that the Contract Sum shall not exceed the GMP set forth in the GMP Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the GMP, CMAR shall bear such costs in excess of the GMP without

reimbursement or additional compensation from County. The GMP is subject to adjustment for (1) scope changes, as described in **Section 5.3**, and (2) Change Orders, authorized in accordance with the requirements of the Contract Documents. The difference, as of the date of final completion, between (1) the total aggregate sum of the Cost of the Work plus CMAR's Fee and (2) the GMP upon final completion of the Work (such difference referred to as the "Savings") shall inure to the benefit of County. Except for CMAR's Fee stated above, CMAR shall not be entitled to any compensation from the Savings, unused Owner's Contingency, or otherwise.

**5.2.2**
The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

**5.2.3**
Although the Contract Sum is based upon the Cost of the Work plus the CMAR's Fee subject to a GMP, as may be adjusted, County agrees to make progress payments to CMAR on a percentage of completion according to a Schedule of Values provided in **Article 7**.

## 5.3 CHANGES IN THE WORK

**5.3.1**
County may, without invalidating this Contract, order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. County shall issue such changes in writing. A/E may make minor changes in the Work as provided in **UGC 7.4**. CMAR shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**5.3.2**
Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in **UGC 7.3.3**.

**5.3.3**
In calculating adjustments to subcontracts (except those awarded with County's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in **UGC 7.3.3.3** and the term "costs" as used in **UGC 7.3.7** shall have the meanings assigned to them in the **UGCs** and shall not be modified by **Sections 5.1 through 5.2** and **Sections 6.1 through 6.5**. Adjustments to subcontracts awarded with County's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of this Contract, unless County has furnished CMAR with prior written approval of the form and substance of a subcontract, in which case such adjustment shall be calculated in accordance with the terms and conditions of that subcontract.

**5.3.4**
In calculating adjustments to the GMP, the terms "cost" and "costs" as used in the above-referenced provisions of UGCs shall mean the Cost of the Work as defined in **Sections 6.1 through 6.5** and the term "fee" shall mean the CMAR's Fee as defined in **Section 5.1**.

## ARTICLE 6
## COST OF THE WORK FOR CONSTRUCTION PHASE

### 6.1 COSTS TO BE REIMBURSED

**6.1.1**
The term Cost of the Work shall mean costs necessarily incurred by CMAR in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of County. The Cost of the Work shall include only the items set forth in **Sections 6.1 through 6.5**.

**6.1.2**
**IT IS THE LEGAL DUTY OF COUNTY'S AUDITOR (THE WILLIAMSON COUNTY AUDITOR) TO EXAMINE AND EITHER APPROVE OR NOT APPROVE THE LAWFULNESS OF ALL CLAIMS, BILLS, AND ACCOUNTS AGAINST COUNTY BEFORE SUCH CLAIM, BILL, OR ACCOUNT MAY BE SUBMITTED TO COUNTY'S GOVERNING BODY (THE WILLIAMSON COUNTY COMMISSIONERS COURT) FOR APPROVAL OF PAYMENT. WHERE ANY COST IS SUBJECT TO COUNTY'S PRIOR APPROVAL, CMAR SHALL FIRST OBTAIN THIS APPROVAL FROM COUNTY'S AUDITOR PRIOR TO INCURRING THE COST. THE PARTIES SHALL ENDEAVOR TO IDENTIFY ANY SUCH COSTS PRIOR TO EXECUTING GMP AMENDMENT.**

### 6.2 SUBCONTRACT COSTS
Amounts properly billed by Subcontractors for Work which has been approved by CMAR and County and which otherwise satisfies all requirements of the subcontracts and the Contract Documents. Except for preservation of CMAR's right to make receipt of payment from County a condition precedent to CMAR's obligation to pay subcontractors, vendors, and other contractees of CMAR, subcontractors, and other contracts otherwise shall conform to all applicable payment provisions of Texas law and this Agreement, and shall not be awarded on the basis of cost plus fee without County's written consent.

### 6.3 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

**6.3.1**
Costs of transportation, onsite storage, installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment incorporated or to be incorporated in the completed construction.

**6.3.2**
Costs of materials, described in the preceding **Paragraph 6.3.1**, in excess of those actually installed to all for reasonable waste and spoilage. Unused excess materials, if any, shall become County's property at the completion of the Work or, at County's option, shall be sold by CMAR. Any amounts realized from such sales shall be credited to County as a deduction from the Cost of the Work.

## 6.4 COSTS OF OTHER MATERIALS AND RELATED ITEMS

**6.4.1**
Costs of large-scale removal of debris from the site of the Work and its proper and legal disposal for site work or demolition that exceeds general construction debris removal as stated in the General Conditions.

## 6.5 MISCELLANEOUS COSTS

**6.5.1**
Self-insurance for amounts of the coverages required by the Contract Documents, with County's prior approval.

**6.5.2**
Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents; the costs of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgements against CMAR resulting from such suits or claims and payments; and payments of settlements made with County's consent. However, such costs of legal defenses, judgements, and settlements shall not be included in the calculation of CMAR's Fee or subject to the GMP. If such royalties, fees, and costs are excluded by the last sentence in **UGC 3.17** or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

**6.5.3**
Deposits lost for causes other than CMAR's negligence or failure to fulfill a specific responsibility in the Contract Documents.

## 6.6 OTHER COSTS AND EMERGENCIES

**6.6.1**
Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by County.

**6.6.2**
Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property, as provided in **UGC 10.4**.

**6.6.3**
Costs of repairing or correcting damaged or nonconforming Work executed by CMAR, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of CMAR and only to the extent that the cost of repair or correction is not recovered by CMAR from insurance, sureties, Subcontractors, suppliers, or others.

## 6.7 COSTS NOT TO BE REIMBURSED

The Cost of the Work shall not include the items listed below:

**6.7.1**
Salaries and other compensation of CMAR's personnel stationed at CMAR's principal office or offices other than the site office, except as may be provided in **Article 11**;

**6.7.2**
Expenses of CMAR's principal office and offices other than the site office;

**6.7.3**
Overhead and general expenses, except as may be expressly included in **Sections 6.1 through 6.5**;

**6.7.4**
CMAR's capital expenses, including interest on CMAR's capital employed for the Work;

**6.7.5**
Costs due to the negligence or failure of CMAR, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of this Contract;

**6.7.6**
Any cost not specifically and expressly described in **Sections 6.1 through 6.5**;

**6.7.7**
Costs, other than costs included in Change Orders approved by County, that would cause the GMP to be exceeded;

**6.7.8**
Costs for services incurred during the Preconstruction Phase;

### 6.7.9

Any expenses or costs that are not allowed or incurred pursuant to the Williamson County Vendor Reimbursement Policy, which is incorporated herein by reference and of which CMAR acknowledges prior receipt of said policy; and

### 6.7.10

Any expenses or costs that are included as a part of the CMAR's Fee, as defined under **Paragraph 5.1.1**.

## 6.8 DISCOUNTS, REBATES, AND REFUNDS

### 6.8.1

Cash discounts obtained on payments made by CMAR shall accrue to County if (1) before making the payment, CMAR included them in an Application for Payment and received payment from County, or (2) County has deposited funds with CMAR with which to make payments; otherwise, cash discounts shall accrue to CMAR. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to County, and CMAR shall make provisions so that they can be obtained.

### 6.8.2

Amounts that accrue to County in accordance with the provisions of **Paragraph 6.6.1** shall be credited to County as a deduction from the Cost of the Work.

## 6.9 RELATED PARTY TRANSACTIONS

### 6.9.1

For purposes of this **Section 6.7**, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with CMAR; any entity in which any stockholder in, or management employee of, CMAR owns any interest in excess of **ten percent (10%)** in the aggregate; or any person or entity which has the right to control the business or affairs of CMAR. The term "related party" includes any member of the immediate family of any person identified above.

### 6.9.2

If any of the costs to be reimbursed arise from a transaction between CMAR and a related party, CMAR shall notify County of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If County, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and CMAR shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of **Paragraphs 2.3.2.1 through 2.3.2.3**. If County fails to authorize the transaction, CMAR shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of **Paragraphs 2.3.2.1 through 2.3.2.3**.

### 6.10 ACCOUNTING RECORDS

CMAR shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to County. County and County's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, CMAR's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. CMAR shall preserve these records for a period of **three (3) years** after final payment, or for such longer period as may be required by law.

## ARTICLE 7
## PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### 7.1 PROGRESS PAYMENTS

#### 7.1.1

Based upon Applications for Payment submitted to A/E by CMAR and Certificates for Payment issued by A/E, County shall make progress payments on account of the Contract Sum to CMAR as provided below and elsewhere in the Contract Documents.

#### 7.1.2

The period covered by each Application for Payment shall be **one (1) calendar month** ending on the last day of the month.

#### 7.1.3 Prompt Payment Policy

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to CMAR will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. CMAR may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

**.1** There is a bona fide dispute between County and CMAR concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

**.2** There is a bona fide dispute between CMAR and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

**.3** The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to CMAR the issues related to disputed invoices within **ten (10) days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

**7.1.4**

With each Application for Payment, CMAR shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by County or A/E to demonstrate that cash disbursements already made by CMAR on account of the Cost of the Work equal or exceed progress payments already received by CMAR, less that portion of those payments attributable to CMAR's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to other required items, if requested by County, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to County and in compliance with applicable statutes of the State of Texas:

**.1** With each Application for Payment: a current Sworn Statement from CMAR setting forth all Subcontractors and all material suppliers with whom CMAR has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to CMAR from such progress payment as required by **Texas Property Code, §53.085** (Bills-Paid Affidavit);

**.2** With each Application for Payment: a duly executed **Conditional Waiver and Release on Progress Payment** from CMAR and Subcontractors establishing receipt of payment or satisfaction of the payment requested by CMAR in the current Application for Payment as required **by Texas Property Code, §53.284**.

**.3** Commencing with the second Application for Payment submitted by CMAR, a duly executed **Unconditional Waiver and Release on Progress Payment** from CMAR and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **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 CMAR of the current Application for Payment;

**.4** With the Final Application for Payment: CMAR shall submit **a Conditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**. Upon receipt of final payment, CMAR shall submit an **Unconditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**; and

**.5** Such other information, documentation, and materials as County, or the title insurer may require in order to ensure that County's property is free of lien claims. Such other documents may include, without limitation, original copies of lien releases suitable for filing with the Williamson County Clerk in the county where the Project is located.

**7.1.5**
Each Application for Payment shall be based on the most recent schedule of values submitted by CMAR in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that CMAR's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as County or A/E may require. This schedule, unless objected to by County or A/E, shall be used as a basis for reviewing CMAR's Applications for Payment.

**7.1.6**
Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which CMAR has actually been completed.

**7.1.7**
Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**.1** Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to County of changes in the Work, amounts not in dispute shall be included as provided in **UGC 7.3.9**;

**.2** Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by County, suitably stored off the site at a location agreed upon in writing;

**.3** Add CMAR's Fee, less retainage of **five percent (5%)**. CMAR's Fee shall be computed upon the Cost of the Work at the rate stated in **Section 5.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

**.4** Subtract retainage of **five percent (5%)** from that portion of the Work that CMAR self-performs;

**.5** Subtract the aggregate of previous payments made by County;

**.6** Subtract the shortfall, if any, indicated by CMAR in the documentation required by **Paragraph 7.1.4** to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by County's auditors in such documentation; and

**.7** Subtract amounts, if any, for which County or A/E has withheld or nullified a Certificate for Payment as provided in **UGC 9.5**.

**7.1.8**
Except with County's prior approval, payments to Subcontractors shall be subject to retention of not less than **five percent (5%)**. County and CMAR shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

**7.1.9**
Except with County's prior approval, CMAR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**7.1.10**
In taking action on CMAR's Applications for Payment, A/E and County shall be entitled to rely on the accuracy and completeness of the information furnished by CMAR. Review or approval of CMAR's Applications for Payment by County or A/E shall not constitute a

representation that either County or A/E has made a detailed examination, audit or arithmetic verification of the documentation submitted by CMAR; made exhaustive or continuous inspections of the Work; or whether CMAR has properly paid its Subcontractors, suppliers, laborers, equipment providers or others how provided labor or materials to the Project. Such examinations, audits and verifications, if required by County, the Contract Documents, or applicable law, will be performed by County's auditors acting in the sole interest of County.

## 7.2 FINAL PAYMENT

### 7.2.1

Final payment shall be made by County to CMAR when

**.1** CMAR has fully performed this Contract except for CMAR's responsibility to correct Work as provided in **UGC 12.2.2**, and to satisfy other requirements, if any, which extend beyond final payment;

**.2** CMAR has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

**.3** a final Certificate for Payment has been issued by A/E; and

**.4** the requirements of **UGC 9.10** have been satisfied.

### 7.2.2

County's final payment to CMAR shall be made no later than **thirty (30) business days** after the issuance of A/E's final Certificate for Payment, or as otherwise provided in the Contract Documents or by applicable law.

### 7.2.3

County's auditors will review and report in writing on CMAR's final accounting within **thirty (30) business days** after delivery of the final accounting to County by CMAR. Based upon such Cost of the Work as County's auditors report to be substantiated by CMAR's final accounting, and provided the other conditions of **Paragraph 7.2.1** have been met, A/E will, within **seven (7) business days** after receipt of the written report of County's auditors, either issue to County a final Certificate for Payment with a copy to CMAR, or notify CMAR and County in writing of A/E's reasons for withholding a certificate as provided in **UGC 9.5.1**. The time periods stated in this **Section 7.2** supersede those stated in **UGC 9.4.1**. A/E is not responsible for verifying the accuracy of CMAR's final accounting.

### 7.2.4

If County's auditors report the Cost of the Work as substantiated by CMAR's final accounting to be less than claimed by CMAR, CMAR shall be entitled to request mediation

of the disputed amount without seeking an initial decision pursuant to **UGC 15.2**. A request for mediation shall be made by CMAR within **thirty (30) business days** after CMAR's receipt of a copy of A/E's final Certificate for Payment. Failure to request mediation within this **thirty (30)-business day** period shall result in the substantiated amount reported by County's auditors becoming binding on CMAR. Pending a final resolution of the disputed amount, County shall pay CMAR the amount certified in A/E's final Certificate for Payment.

## ARTICLE 8
## INSURANCE AND BONDS

For all phases of the Project, CMAR and County shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

### 8.1
Upon execution of this Contract, CMAR shall provide a security bond in the amount of **five percent (5%)** of County's budget, as specified in the Request for Qualifications/Request for Proposals. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.

### 8.2
Upon acceptance by County of the GMP Proposal, CMAR shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the GMP. If construction is phased or staged with different GMPs established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all GMPs in effect.

### 8.3
Prior to final payment, CMAR shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the GMP for Construction Manager At-Risk Contracts for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

### 8.4
CMAR shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of CMAR. Prior to commencing any Work under this Contract, CMAR shall provide evidence of the following insurance coverages:

#### 8.4.1 Pre-Construction Phase:
Employer's Liability, Workers' Compensation, Comprehensive General Liability and Comprehensive Automobile Liability in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise

specified or required by the County;

**8.4.2 Construction Phase:**
In addition to the coverages required during the Pre-Construction Phase, Builder's Risk in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

**8.4.3**
Prior to commencing any construction work, CMAR shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

**8.4.4**
CMAR shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

**8.5**
CMAR shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If CMAR fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from CMAR.

**8.6**
County reserves the right to review the insurance requirements set forth in this **Article 8** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as CMAR.

**8.7**
County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by CMAR failing to purchase and maintain the insurance required by this Contract Documents shall be paid by CMAR.

**8.8**
The cost of premiums for any additional insurance coverage desired by CMAR in excess of that required by this Contract or the Contract Documents shall be borne solely by CMAR out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

## ARTICLE 9
## PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

**Williamson County Parks Department**
**Attn: Director of Parks**
**219 Perry Mayfield**
**Leander, Texas 78641**

County shall have the right, from time to time, to change the County's Designated Representative by giving CMAR written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify CMAR in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

CMAR's Designated Representative for purposes of this Contract is as follows:

**Chasco Constructors, Ltd., LLC**
**Charles J. Glace, Jr., President**
**2801 E. old Settlers Blvd.**
**Round Rock, TX 78665**

CMAR shall have the right, from time to time, to change CMAR's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by CMAR under this Contract, CMAR's Designated Representative may take such action or make such decision or determination, or shall notify County in writing

of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by CMAR's Designated Representative on behalf of CMAR shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by CMAR's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CMAR's Designated Representative shall be binding on CMAR. CMAR's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of CMAR.

## ARTICLE 10
## NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or CMAR at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

**County:** Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

**CMAR:** Chasco Constructors, Ltd., LLC
2801 E. Old Settlers Blvd.
Round Rock, TX 78665

Attention: Charles J. Glace, Jr.
President

Either party may designate a different address by giving the other party **ten (10) days** written notice.

## ARTICLE 11
## DISPUTE RESOLUTION

**11.1**
Any Claim or Dispute between County and CMAR shall be resolved in accordance with the provisions set forth in this **Article 11 and the UGCs**.

**11.2**
Except as otherwise specifically set forth herein, County and CMAR shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of, or relates to, this Contract.

## ARTICLE 12
## TERMINATION OR SUSPENSION

### 12.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

**12.1.1**
Prior to the execution of the GMP Proposal, County may terminate this Contract upon not less than **seven (7) calendar days** written notice to CMAR for County's convenience and without cause, and CMAR may terminate this Contract, upon not less than **seven (7) calendar days** written notice to County, for the reasons set forth in the UGCs.

**12.1.2**
In the event of termination of this Contract pursuant to **Paragraph 12.1.1**, CMAR shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall CMAR's compensation under this **Article 12** exceed the compensation set forth in **Section 4.1**.

**12.1.3**
If County terminates this Contract pursuant to **Paragraph 12.1.1** after the commencement of the Construction Phase but prior to the execution of the GMP Proposal, County shall pay to CMAR an amount calculated as follows, which amount shall be in addition to any compensation paid to CMAR under **Paragraph 12.1.2**:

**.1** Take the Cost of the Work incurred by CMAR to the date of termination;

**.2** Add CMAR's Fee computed upon the Cost of the Work to the date of termination at the rate stated in **Section 5.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

**.3** Subtract the aggregate of previous payments made by County for Construction Phase services.

**12.1.4**

County shall pay CMAR fair compensation, either by purchase or rental at the election of County, for any equipment owned by CMAR which County elects to retain and which is not otherwise included in the Cost of the Work under **Paragraph 12.1.3.1**. To the extent that County elects to take legal assignment of subcontracts and purchase orders (including rental agreements), CMAR shall, as a condition of receiving the payments referred to in this **Section 12.1**, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of CMAR, as County may require for the purpose of fully vesting in County the rights and benefits of CMAR under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by CMAR will contain provisions allowing for assignment to County as described above.

**12.1.5**

If County accepts assignment of subcontracts, purchase orders or rental agreements as described above, County will reimburse or indemnify CMAR for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if this Contract had not been terminated. If County chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this Contract not been terminated, CMAR will terminate the subcontract, purchase order or rental agreement and County will pay CMAR the costs necessarily incurred by CMAR because of such termination.

## 12.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE

Following execution of the GMP Amendment and subject to the provisions of this **Section 10.2**, this Contract may be terminated as provided in the UGCs.

**12.2.1**

If County terminates this Contract after execution of the Guaranteed Price Amendment, the amount payable to CMAR pursuant to **UGCs 14.2 and 14.4** shall not exceed the amount CMAR would otherwise have received pursuant to **Paragraphs 12.1.2 through 12.1.3**.

**12.2.2**

If CMAR terminates this Contract after execution of the GMP Amendment, the amount

payable to CMAR under **UGC 14.1.3** shall not exceed the amount CMAR would otherwise have received under **Paragraphs 12.1.2 through 12.1.3**, except that CMAR's Fee shall be calculated as if the Work had been fully completed by CMAR, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

### 12.3 SUSPENSION

The Work may be suspended by County as provided in **UGC 14.3**. In such case, the GMP and Contract Time shall be increased as provided in **UGC 14.3.2**, except that the term "profit" shall be understood to mean CMAR's Fee as described in **Section 5.1**.

## ARTICLE 13
## MISCELLANEOUS PROVISIONS

### 13.1 MEANING OF TERMS

Terms in this Contract shall have the same meaning as those in the UGCs.

### 13.2 NO WAIVER OF IMMUNITY

Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

### 13.3 GOVERNING LAW

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

### 13.4 ASSIGNMENT

County and CMAR, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. CMAR shall not assign this Contract without the written consent of County. If CMAR attempts to make an assignment without County's consent, CMAR shall nevertheless remain legally responsible for all obligations under this Contract.

### 13.5 OTHER PROVISIONS

#### 13.5.1

CMAR represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

**.1** that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

**.2** that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

**.3** that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

**.4** that its execution of this Contract and its performance thereof is within its duly authorized powers;

**.5** that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

**.6** that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

### 13.5.2 LIQUIDATED DAMAGES

CMAR acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon CMAR's achieving Substantial Completion of the Work within the Contract Time. CMAR further acknowledges and agrees that if CMAR fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, CMAR shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and CMAR agree as set forth below:

**.1** Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Seven Hundred Fifty dollars ($ 750) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which CMAR has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

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

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

## ARTICLE 14
## SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

**14.1**
This Contract represents the entire and integrated agreement between County and CMAR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and CMAR.

**14.2**
The following documents comprise the Contract Documents:

1. This Contract between County and CMAR;
2. Exhibit A – Guaranteed Maximum Price Proposal, if executed by County
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

**14.3**

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and CMAR;
2. Guaranteed Maximum Price Proposal, if executed by County;
3. Special Conditions or Supplementary Conditions (if any);
4. Williamson County Uniform General Conditions; and
5. all Addenda issued prior to the Effective Date of the Contract between County and CMAR.

## ARTICLE 15
## SIGNATORY WARRANTY

The undersigned signatory for CMAR hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, 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.

**CMAR:**
Chasco Contructors, Ltd., LLC

By: _____
Signature

Charles J. Glace, Jr.
Printed Name

President
Title

Date Signed: May 17, 2022

**COUNTY:**
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

# EXHIBIT A

## GUARANTEED MAXIMUM PRICE PROPOSAL

**Chasco Contructors, Ltd., LLC** ("CMAR") hereby submits to **Williamson County, Texas** ("County") for the use and benefit County pursuant to the provisions of the **Contract for Construction Manager at-Risk Project Delivery** dated **05/24/2022** ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for the construction of **River Ranch County Park Completion**, ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

### 1. Cost of the Work

A not-to-exceed amount for the Cost of the Work pursuant to the Contract:

**_____ Dollars ($ _____)**

### 2. CMAR's Fee

A fixed sum fee for CMAR's Fee pursuant to the Contract:

**_____ Dollars ($ _____)**

### 3. Total GMP

The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing the Project complete, in place, and operational in accordance with the Contract Documents. All attached breakdowns shall total this GMP amount.

**_____ Dollars ($ _____)**

CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

### 4. Contract Time

The date for achieving Substantial Completion of the Project shall be **_____ ( ) calendar days** from the Notice to Proceed with Construction.

### 5. Withdrawal of GMP Proposal

This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

### 6. Liquidated Damages

CMAR further agrees to pay, as Liquidated Damages, to County the sum of **Seven Hundred Fifty Dollars ($ 750) per calendar day** for failure to complete the work within the Contract Time in accordance with the Contract.

## 7. Owner's Contingency

A not-to-exceed amount for the Owner's Contingency stated herein for reference:

**Dollars ($ )**

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

| | |
|---|---|
| **CMAR:** | **COUNTY**: |
| Chasco Contructors, Ltd., LLC | Williamson County, Texas |
| By:_____ | By: _____ |
| Signature | Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |
| Date Signed: _____ | Date Signed: _____ |

# ***GUIDELINES FOR GMP PROPOSAL PREPARATION***

## 1. CONTRACT REQUIREMENTS:

Provisions of the GMP are defined in **Section 2.2** of the Contract and other related requirements are included throughout the Contract. In the event of irreconcilable conflict between the GMP Proposal and the Contract, the interpretation that provides for the higher quality of material and/or workmanship, in County's sole opinion, shall prevail.

The GMP Proposal shall adopt and incorporate all of the terms and conditions of the Contract. Any exceptions to or modifications of such terms and conditions proposed shall not be effective unless they are expressly stated and conspicuously identified in the GMP Proposal and are specifically accepted and approved by County. In general, proposed revisions or modifications to the language, terms or conditions of the Contract will not be accepted.

## 2. PRE-SUBMITTAL REQUIREMENTS:

**A. Scope Definition:** Prior to GMP submittal, CMAR shall thoroughly review the GMP construction document package with County to determine if the Scope is sufficiently defined and identify those areas requiring additional scope definition. As a minimum, the following shall be defined:

1. Program
2. Building size
3. Site limits and access
4. Utility systems (existing and new)
5. Complete building systems descriptions
6. Materials outline by division
7. MEP systems descriptions including materials
8. MEP system options.

**B. Estimated Construction Cost:** Cost estimates shall be updated concurrently with the construction document development.

**C. Schedule:** The anticipated Notice to Proceed with Construction and Substantial Completion dates for Construction shall be coordinated and approved by County.

**D. Value Engineering (VE):** Proposed value engineering items included in the GMP shall be updated from previously submitted value engineering and shall reflect the "final acceptance" of VE items, which are part of the scope of work. The VE schedule shall identify current acceptance and the date of acceptance in an adjacent column. VE items must be resolved and accepted by County prior to GMP submittal.

**E. Pre-submittal Conference:** The CMAR shall schedule a conference with the Project Manager no later than **one (1) week** prior to submitting the GMP to County. Issues

regarding the required materials to be included in the GMP shall be reviewed so that there is a clear understanding of the format and contents of each division of work to be submitted. The CMAR shall obtain a copy of the "Standard Schedule of Values Format" from County.

## 3. CONSOLIDATION OF REVIEW COMMENTS:

County, A/E, and Project Manager shall provide review comments. The CMAR shall consolidate all responses to those groups into TAB 8 of the document. Each County comment shall have a corresponding answer directly below the original comment. A reply to each County comment is required even if only a clarification is required. Each reply shall state where in the GMP Proposal the corresponding information may be located.

## 4. GENERAL REQUIREMENTS:

The GMP Proposal shall be submitted at the phase specified by County. The GMP Proposal shall be submitted in the format described below. Proposals substantially deviating from the organization's format will be returned to the CMAR for re-submittal. Proposals not in compliance with the format, which result in substantial delay, will be the responsibility of the CMAR and may not extend the construction duration or substantial completion date.

## 5. GMP PROPOSAL PACKAGE:

The GMP Proposal shall be bound in 3-ring notebook or spiral notebook and entitled "Guaranteed Maximum Price Proposal". Below it the following items shall be shown:

Submittal number (i.e. Submittal #1)
Date of Submittal
Project Name
Project Number

Since several submittal revisions may be submitted, always state which submittal number is currently being submitted.

All pages within each tab shall be numbered.

The proposal shall be organized in the order described below:

### TABLE OF CONTENTS

List all the following items. Provide a brief summary of the major components within each Tab.

**TAB 1 – Guaranteed Maximum Price Proposal**

- Refer to the GMP Proposal document herein above. Type in the cost amounts and sign, date and seal the form.
- In addition to the bound notebooks, provide two (2) loose original executed copies. (Do not bind into spiral notebooks.)
- Do not alter any language from the original document without prior approval from County.
- Do not electronically alter the document.
- Each line item cost must exactly match the corresponding cost summary shown on the TAB 6 GMP Proposal Cost Breakdown.
- Provide a Corporate Resolution or Articles of Organization, stating individual's authorization to execute contracts on behalf of the corporation, for any individual signing the GMP, who is not the President or CEO of the firm.

**TAB 2 - Executive Project Summary**

- State any amended services or scope changes included in the Proposal.
- Provide a brief project summary defining the scope of work associated with the construction phase of work included in this GMP Proposal.
- Include the description of building type, size, character and general materials.
- Summarize any relationship with existing structures, unusual site conditions, utility issues, or conditions effected by other governmental agencies (i.e. right-of-way issues)
- State the anticipated Notice to Proceed with Construction date and Substantial Completion date.

**TAB 3 - Project Team**

- List the various teams and the team members, in graphic and written form, for including names, titles, job responsibilities, and contact information.
- Identify all consultants.

**TAB 4 - List of Documents**

- Drawings Index – provide detailed listing of each sheet number, sheet title, original date of drawing, revised date of drawing
- Specification Index:
- Provide a detailed listing of each specification section required by County as identified in the Contract.
- Provide a detailed listing of all other spec sections describing the project.
- Specifications shall be organized by CSI Division format. State the name, original date of issue, and a column for revision date.

**TAB 5 - Qualifications and Value Engineering**

- Qualifications – A summary of all qualifications and assumptions organized by drawing sheet number or by specification sections to match those in TAB 4.

- Exclusions – A summary of exclusions organized by drawing sheet number or by specification section.
- Substitutions – A summary of substitutions to materials or systems described by drawing sheet number or by the specifications listed in TAB 4. Organize by specification section.
- Value Engineering Recommendations - List all items proposed to date and for each item identify if the item is accepted by County and included in the GMP. State the date of acceptance. In addition, identify those VE items not currently accepted. State if the price is good for a limited time period.

### TAB 6 - GMP Proposal Cost Breakdown

- Provide an Estimated Construction Cost breakdown on the Standard Schedule of Values Format for Cost of the Work based on anticipated subcontracts, organized by CSI Division format, Cost of the Work and CMAR's Fee.
- The CMAR shall provide a detailed initial Total Project Construction Cost Estimate using standard estimating industry practices, utilizing the CSI Division format, with any additional cost breakdown as required by the Project Manager.

### TAB 7 - Master Project Schedule (Summary Level)

- The Summary Level schedule shall be submitted electronically with the GMP Proposal.
- Summary Schedule Requirements
- The schedule shall comply with the requirements of and shall form the basis for the "Detail" schedule, which shall be submitted within **sixty (60) calendar days** following Notice to Proceed with Construction for Construction Services.
- The schedule shall be a computer-generated CPM schedule.
- The schedule shall be presented in "bar chart" form and contain detailed activities for all events and milestones included in Pre-construction (Part I) Services
- The schedule shall include detailed, logic driven activities for all Construction Service activities scheduled to commence during the first **ninety (90) calendar days** following the Notice to Proceed with Construction. The remaining construction activities (those commencing after the first **ninety (90) calendar days**) may be summarized by trades and may have longer durations than the "detailed" activities mentioned above.

# EXHIBIT B

## MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

**1.** All policies of insurance provided by Contractor must comply with the requirements of this Exhibit, the Contract Documents, and the laws of the State of Texas.

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

| TYPE OF COVERAGE | LIMITS OF LIABILITY |
|---|---|
| **Worker's Compensation** | Statutory |
| **Employer's Liability** | |
| Bodily Injury by Accident | **$ 1,000,000** per Accident |
| Bodily Injury by Disease | **$ 1,000,000** per Employee |
| | **$ 1,000,000** aggregate Policy Limit |

**Comprehensive General Liability**
(including completed operations and contractual liability insurance for bodily injury, death, or property damages)

| | |
|---|---|
| Comprehensive General Liability | **$ 1,000,000** per Occurrence |
| | **$ 2,000,000** aggregate Policy Limit |

**Comprehensive Automobile and Auto Liability Insurance**
(covering owned, hired, leased, and non-owned vehicles)

| | |
|---|---|
| Bodily injury (including death) | **$ 1,000,000** per Person<br>**$ 1,000,000** per Occurrence |
| Property Damage | **$ 1,000,000** per Person<br>**$ 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, Section 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

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# ARTICLE 1
# GENERAL PROVISIONS

## 1.1 BASIC DEFINITIONS

### 1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

### 1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

### 1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

### 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

### 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

### 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### 1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

### 1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

### 1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

### 1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

### 1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

## 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

### 1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

**1.2.2**

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**1.2.3**

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

**.1** Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

**.2** Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

## 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

## 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### 1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

#### 1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

#### 1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2
## OWNER

### 2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

### 2.2 OWNER

### 2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

### 2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

### 2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

### 2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

### 2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

## 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

## 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## 2.5 EXTENT OF OWNER RIGHTS

### 2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

### 2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

## 2.6 OWNER'S RIGHT TO RECORDS

### 2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

**2.6.2**
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

**2.6.3**
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

**2.6.4**
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

## ARTICLE 3
## CONTRACTOR

### 3.1 GENERAL

**3.1.1**
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

**3.1.2**
The Contractor shall perform the Work in strict accordance with the Contract Documents.

**3.1.3**
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

## 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

### 3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

### 3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

**.1** All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

**.2** The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

**3.2.3**

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

**3.2.4**

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

## 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

### 3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

### 3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

### 3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### 3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

## 3.4 LABOR AND MATERIALS

### 3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**.1 Duty to Pay Prevailing Wage Rates.** The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" 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 ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

**.8 No Extension of Time.** If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

**3.4.2**

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

**.1** The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

**3.4.3**
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

**3.4.4**
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

**3.4.5.**
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

## 3.5 WARRANTY

**3.5.1**
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**.1** Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

**3.5.2**

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

## 3.6 TAXES

**State Sales and Use Taxes.** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

## 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

**3.7.1**

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

### 3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

### 3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

### 3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

### 3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

## 3.8 ALLOWANCES

### 3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

### 3.8.2
Unless otherwise provided in the Contract Documents,

**.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

**.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

**.3** whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

## 3.9 SUPERINTENDENT

### 3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

### 3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

### 3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

## 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

### 3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

### 3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

### 3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### 3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

### 3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

## 3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

## 3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

### 3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

### 3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

### 3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**3.12.4**
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**3.12.5**
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

**3.12.6**
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**3.12.7**
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

**3.12.8**
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

### 3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

### 3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

## 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

## 3.14 CUTTING AND PATCHING

### 3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

**3.14.2**

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

## 3.15 CLEANING UP

**3.15.1**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**3.15.2**

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

## 3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

## 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

## 3.18 INDEMNIFICATION

### 3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

### 3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

### 3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

# ARTICLE 4
# ARCHITECT

## 4.1 GENERAL

### 4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

### 4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

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

## 4.2 ADMINISTRATION OF THE CONTRACT

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

**4.2.2**

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

**4.2.3**

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**4.2.5**

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

**4.2.6**

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**4.2.7**

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**4.2.8**

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

**4.2.9**

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

**4.2.10**
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**4.2.11**
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**4.2.12**
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

**4.2.13**
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

**4.2.14**
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5
## SUBCONTRACTORS

### 5.1 DEFINITIONS

**5.1.1**
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

**5.1.2**
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## 5.2 AWARD OF SUBCONTRACTS

### 5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

**.1** the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

**.2** the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

**.3 Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

### 5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

### 5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**5.2.4**

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

## 5.3 SUBCONTRACTUAL RELATIONS

**5.3.1**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**5.3.2**

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

## 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

**5.4.1**

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

**.1** Contractor is in default under the Contract Documents; or

**.2** Owner has terminated the Contract in accordance with the Contract Documents; and

**.3** Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

**.4** The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

**5.4.2**
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

**5.4.3**
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

**5.4.4**
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

## ARTICLE 6
## CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

**6.1.1**
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

**6.1.2**
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

**6.1.3**
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

## 6.2 MUTUAL RESPONSIBILITY

**6.2.1**
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**6.2.2**
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**6.2.3**
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

**6.2.4**
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

**6.2.5**
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

**6.2.6**
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

### 6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

## ARTICLE 7
## CHANGES IN THE WORK

### 7.1 GENERAL

**7.1.1**
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

**7.1.2**
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

**7.1.3**
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

## 7.2 CHANGE ORDERS

### 7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

**.1** The change in the Work;

**.2** The amount of the adjustment, if any, in the Contract Sum; and

**.3** The extent of the adjustment, if any, in the Contract Time.

### 7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

### 7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

## 7.3 CONSTRUCTION CHANGE DIRECTIVES

### 7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

### 7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

### 7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

**.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

**.2** Unit prices stated in the Contract Documents or subsequently agreed upon;

**.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

**.4** As provided in **Paragraph 7.3.7**.

**7.3.4**
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**7.3.5**
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**7.3.6**
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**7.3.7**
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

**.1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

**.2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

**.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

**.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

**.5** Additional costs of supervision and field office personnel directly attributable to the change.

**7.3.8**

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**7.3.9**

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

**7.3.10**

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### 7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

## ARTICLE 8
## TIME

## 8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

## 8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

## 8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

### 8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

**.1** Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

**.2** Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

### 8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

### 8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

**.1** Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

**.2** Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

**.3** Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

## 8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

### 8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

**.1** An increase in working forces.

**.2** An increase in equipment or tools.

**.3** An increase in hours of work or number of shifts.

**.4** Expedite delivery of materials.

**.5** Other action proposed, if acceptable to Owner.

**8.4.2**
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

## 8.5 MODIFICATION OF CONTRACT TIME

**8.5.1**
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

**8.5.2**
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

**.1** A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

**A.** Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

**B.** At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

**.2 Excusable Delay.** Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

**A.** Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

**B.** Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

**C.** Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

**D.** Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

**E.** Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

**F.** Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

**G.** Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

**8.5.3**

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

**8.5.2.2.D** and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

## 8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

## 8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may 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 by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

**9.10.3**

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

**.1** Claims, security interests or encumbrances arising out of the Contract and unsettled;

**.2** failure of the Work to comply with the requirements of the Contract Documents; or

**.3** terms of warranties required by the Contract Documents.

**9.10.4**

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10
## PROTECTION OF PERSONS AND PROPERTY

### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### 10.2 SAFETY OF PERSONS AND PROPERTY

**10.2.1**
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

**.1** employees on the Work and other persons who may be affected thereby;

**.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

**.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

**10.2.2**
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

**10.2.3**
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

**10.2.4**
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**10.2.5**
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

### 10.2.6

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

### 10.2.7

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### 10.2.9

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

### 10.2.10

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

## 10.3 HAZARDOUS MATERIALS

### 10.3.1

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

**10.3.2**

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

**10.3.3**

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**10.3.4**

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

## 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

# ARTICLE 11
# INSURANCE AND BONDS

## 11.1 CONTRACTOR'S LIABILITY INSURANCE

**11.1.1**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

**.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

**.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

**.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

**.4** Claims for damages insured by usual personal injury liability coverage;

**.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

**.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

**.7** Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

**.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

**11.1.2**

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

**11.1.3**

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

#### 11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### 11.3 PROPERTY INSURANCE

#### 11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

**.2** If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

**.3** Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

**.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**.5** Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### 11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

### 11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

## 11.4 BONDS

### 11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract 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 final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

**11.4.5**
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

**11.4.6**
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

**11.4.7**
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

**11.4.8**
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

### 11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

### 11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

### 11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

### 11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

## 11.5 GENERAL REQUIREMENTS

### 11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

### 11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

# ARTICLE 12
# UNCOVERING AND CORRECTION OF WORK

## 12.1 UNCOVERING OF WORK

### 12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

### 12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

## 12.2 CORRECTION OF WORK

### 12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### 12.2.2 AFTER SUBSTANTIAL COMPLETION

**.1** In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

**.2** The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**12.2.3**

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**12.2.4**

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**12.2.5**

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13
## MISCELLANEOUS PROVISIONS

## 13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

## 13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

## 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

## 13.4 RIGHTS AND REMEDIES

### 13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

### 13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

## 13.5 TESTS AND INSPECTIONS

### 13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

### 13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

### 13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

### 13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

### 13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

### 13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## 13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

### 13.6.1
**one percent (1%)**; and

**13.6.2**

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

## 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

## 13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

## 13.9 GENERAL PROVISIONS

**13.9.1**

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

**13.9.2**

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

### 13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

### 13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

### 13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## ARTICLE 14
## TERMINATION OR SUSPENSION OF THE CONTRACT

### 14.1 TERMINATION BY THE CONTRACTOR

#### 14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

**.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

**.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

**.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

**14.1.2**

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

**14.1.3**

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

## 14.2 TERMINATION BY THE OWNER FOR CAUSE

**14.2.1**

The Owner may terminate the Contract if the Contractor

**.1** fails to commence the Work in accordance with the provisions of the Contract,

**.2** fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

**.3** fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

**.4** fails to perform any of its obligations under the Contract,

**.5** fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

**.6** files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

**.7** creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

**.8** has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

**14.2.2**
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

**.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

**.2** Accept assignment of subcontracts pursuant to **Section 5.4**; and

**.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**14.2.3**
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

**14.2.4**
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

## 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

### 14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

### 14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

**.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

**.2** that an equitable adjustment is made or denied under another provision of the Contract.

## 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

### 14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

### 14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

**.1** cease operations as directed by the Owner in the notice;

**.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

**.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

### 14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

# ARTICLE 15
# CLAIMS AND DISPUTES

## 15.1 CLAIMS

### 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

### 15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

### 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

### 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

### 15.1.5 CLAIMS FOR ADDITIONAL TIME

**.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

## 15.2 MEDIATION

### 15.2.1

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

### 15.2.2

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

### 15.2.3

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### 15.2.4

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

### 15.2.5 NO WAIVER OF IMMUNITY

Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

## 3.1 PRICING SHEET

**PROPOSED CONSTRUCTION MANAGER'S FEE:**

Chasco's proposed Construction Manager's Fee is based on a construction price of $ 3,000,000.00 and a total project duration of eight (8) months. The total estimated amount of our fee is the cost of all services provided by the CMAR. Chasco's Fee includes but is not limited to pre-construction services, construction phase services other than for construction work self-performed, overhead and profit, staffing costs, general conditions cost, and the cost of all bonds and all insurance costs. We assume that construction will begin on May 15, 2022.

| | | |
|---|---|---|
| Preconstruction Services | $ | 20,000 |
| General Conditions | $ | 365,478 |
| Builder's Risk Insurance | $ | 9,900 |
| Performance and Payment Bond | $ | 32,250 |
| Overhead and Profit - 5.00% | $ | 142,857 |
| **Total Construction Manager's Fee** | **$** | **570,485** |

**Williamson County**

05.04.2022

| Evaluation Criteria | Max Points | Chasco Constructors, ltd, llc |
|---|---|---|
| Respondents CMAR Experience with Similar Projects and Size | 25 | 20 |
| Project Manager Experience | 20 | 20 |
| Project Superintendent Experience | 20 | 18 |
| Post Construction/Warranty Assurance | 10 | 10 |
| Past Performance with Williamson County | 15 | 15 |
| **Proposed Amount** | | $ 570,485.00 |
| **Cost- Respondents construction and management fees** | 10 | 10 |
| **Total** | 100 | 93 |

**Commissioners Court - Regular Session** **29.**

**Meeting Date:** 05/24/2022

Approve Ratification of Purchase Order #180688 for Road Rescue Asphalt Repair for Blades Group, LLC for Road and Bridge Department

**Submitted For:** Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action to ratify Purchase Order (PO) #180688 in the amount of $163,680.00 for RA-BLK Road Rescue Asphalt Repair, via BuyBoard Contract# 612-20, from Blades Group LLC.

### Background

The Road and Bridge Department submitted a requisition #128914 for the purchase of 1,200 tons of Rock Asphalt from the Blades Group, LLC on May 11, 2022, and requested we escalate the approval for requisition due to them being out of material. The Purchasing Department received verification from the co-op BuyBoard that the quote provided was in accordance with the vendor's contract #612-20, and the Purchase Order was approved in agreement with Legal. Point of contact is Gary Thoene. Funding source: 01.0200.0210.003550.

## Fiscal Impact

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

## Attachments

PO 180688 Blades Group LLC

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 05/19/2022 10:57 AM |
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 10:58 AM |
| Form Started By: Stephanie Robles | | Started On: 05/18/2022 01:51 PM |
| Final Approval Date: 05/19/2022 | | |

# PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **180688**
Date:05/16/2022
Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
BLADES GROUP LLC
3 FM 1403
UVALDE TX 78801

Requested By: Texidor, Daribel

Delivery Date:

Ship to:
Unified Road System
3151 SE Inner Loop - Ste B
Georgetown, TX 78626

Bill to:
Unified Road System
3151 SE Inner Loop - Ste B
Georgetown, TX 78626

| Description | Price | Per | Amount |
|---|---|---|---|
| 1: RA-BLK Road Rescue Asphalt Repair, TXDOT Specification 330D ***Please email invoices to rbaccounting@wilco.org. For shipment/delivery regarding this PO, contact Gary Thoene at 512-943-3735.*** | 136.40 | 1200 Ton | 163,680.00 |

Supplier Item: Specification 330D

Notes to Supplier:

**Total** **163,680.00**

**STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4**

Terms and Conditions are available at www.wilco.org/purchasing.
Terms of payment are in accordance with Texas Prompt Payment Act.

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Joy Simonton, Williamson County Purchasing Agent.

Williamson County Purchase Orders 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 quasi-contractual 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 Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

Authorized By: Stephanie Rohles

**Commissioners Court - Regular Session** **30.**

**Meeting Date:** 05/24/2022

Southeast Loop (Segment 2) 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 Herbert Wayne Raesz and Karen D. Raesz for 0.117 acres for right of way, 0.051 acres for a drainage easement and 0.071 acres for a temporary construction easement needed on Southeast Loop (Segment 2). (Parcel 85) Funding Source: Road Bonds P392

**Background**

## Fiscal Impact

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

## Attachments

Segment 2 Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 08:51 AM |
| Form Started By: Charlie Crossfield | | Started On: 05/18/2022 02:15 PM |
| Final Approval Date: 05/19/2022 | | |

# REAL ESTATE CONTRACT

Southeast Loop (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HERBERT WAYNE RAESZ and KAREN D. RAESZ** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

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

All of that certain 0.117 acre (5,102 square foot) tract of land, out of and situated in the J. Kuykendall Survey, Section No. 8, Abstract No. 378, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 85**); and

Drainage easement interest in and across all of that certain 0.051 acre (2,238 square foot) tract of land, out of and situated in the J. Kuykendall Survey, Section No. 8, Abstract No. 378, in Williamson County; being more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 85DE**); and

Grading temporary construction easement interest in and across all of that certain 0.071 acre (3,096 square foot) tract of land, out of and situated in the J. Kuykendall Survey, Section No. 8, Abstract No. 378, in Williamson County; being more particularly described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 85TCE**);

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

## ARTICLE II
## PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibits "A-C", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWENTY-FIVE THOUSAND and 00/100 Dollars ($25,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before June 30, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", deliver to Williamson County a duly executed and acknowledged Drainage Easement conveying such interest in all of the Property described in Exhibit "B", and deliver to Williamson County a duly executed and acknowledged Grading Temporary Construction Easement in and across the portion of the Property described in Exhibit "C", all free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "D" attached hereto. The Drainage Easement shall be in the form as shown in Exhibit "E" attached hereto. The Grading Temporary Construction Easement shall be in the form as shown in Exhibit "F".

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

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 portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) 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 the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after July 30, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Southeast Loop (Segment 2) improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

**SELLER:**

Herbert Wayne Raesz

Address: 2550 FM 3349

Taylor, Tx 76574

Date: 5-18-2022

Karen D. Raesz

Date: 5-18-22

**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.: 85
Tax ID: R020830 & R020827
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404



**PROPERTY DESCRIPTION FOR PARCEL 85**

DESCRIPTION OF A 0.117 ACRE (5,102 SQ. FT.) PARCEL OF LAND LOCATED IN THE J. KUYKENDALL SURVEY, SECTION NO. 8, ABSTRACT NO. 378, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A CALLED 72.25 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HERBERT WAYNE RAESZ AND WIFE, KAREN D. RAESZ, RECORDED MARCH 9, 1979 IN VOLUME 749, PAGE 932, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.117 ACRE (5,102 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 2,234.34 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 373+16.26 on the east line of a called 461.37 acre tract of land, described in a deed to Judy Boehm-Limmer, recorded in Document No. 2018092464, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), for the northwest corner of a called 96.287 acre tract of land, described in a deed to Judy S. and Doyle S. Sr. Hobbs, recorded in Document No. 2012108041, O.P.R.W.C.TX., same being the southwest corner of said remainder of a called 72.25 acre tract;

**THENCE** N 07°24'47" E, with the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, a distance of 2,587.10 feet 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,165,047.46, E=3,191,068.01) set 230.00 feet right of Southeast Loop E.C.S 386+62.99 on the proposed south right-of-way line of Southeast Loop, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein, said point being the end of a Control of Access (C.O.A.);

1) **THENCE** N 07°24'47" E, departing the proposed south right-of-way line of said Southeast Loop, continuing with the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, a distance of 105.70 feet to a 1/2-inch iron rod found, for an angle corner of a remainder of a called 92.278 acre tract of land, described in a deed to Walnut Corner, L.L.C., recorded in Document No. 2003043723, O.P.R.W.C.TX., same being the northwest corner of said remainder of a called 72.25 acre tract and of the parcel described herein;

2) **THENCE** S 82°29'42" E, departing the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, with the common line of said remainder of a called 72.25 acre tract and said remainder of a called 92.278 acre tract, a distance of 95.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 387+99.55 on the proposed south right-of-way line of said Southeast Loop, for the east corner of the parcel described herein, said point being the beginning of a curve to the right;

EXHIBIT "A"



County: Williamson
Parcel No.: 85
Tax ID: R020830 & R020827
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

3) **THENCE** departing the common line of said remainder of a called 72.25 acre tract and said remainder of a called 92.287 acre tract, with the proposed south right-of-way line of said Southeast Loop and said curve to the right, passing at an arc distance of 61.47 feet a calculated point 230.00 feet right of Southeast Loop 387+40.63, for the beginning of said C.O.A., and continuing for a total arc distance of 142.49 feet, through a delta 01°28'35", having a radius of 5,530.00 feet, and a chord that bears S 49°36'52" W, a distance of 142.48 feet to the **POINT OF BEGINNING**, also being said end of Control of Access, and containing 0.117 acres (5,102 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.
p

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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.

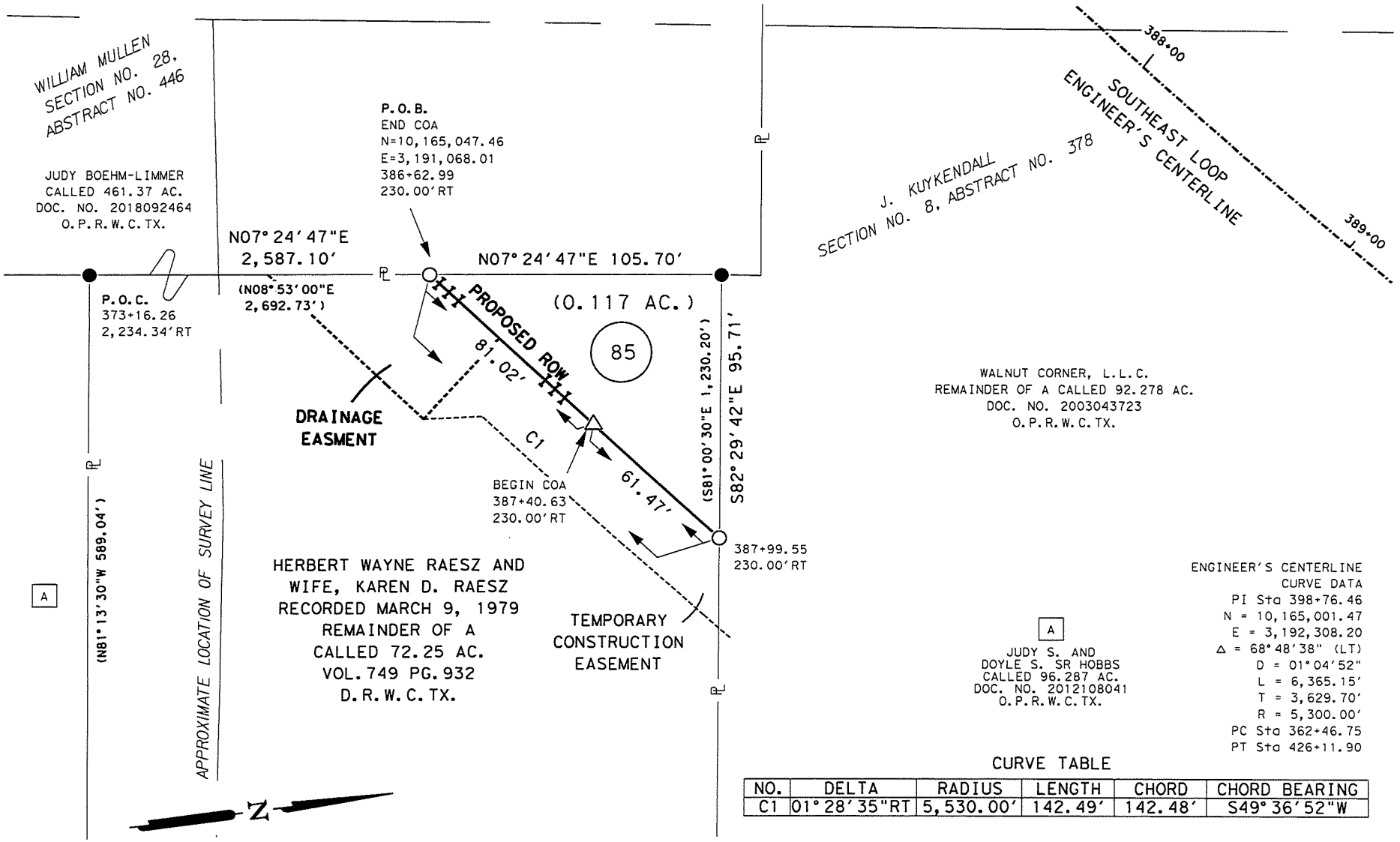
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

**Preliminary**
05/06/2022 12:33:50 PM

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

# EXHIBIT "A"




CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 01°28'35"RT | 5,530.00' | 142.49' | 142.48' | S49°36'52"W |

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS


REF. FIELD NOTE NO. 49057

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\85\PLAT\02\P-85.dgn

| EXISTING | *16.244 AC. | ACQUIRE | 0.117 AC. | REMAINING | 16.127 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
HERBERT WAYNE RASESZ AND
WIFE, KAREN D. RAESZ
TAX ID: R020830 & R020827
PARCEL 85
0.117 AC. (5,102 SQ. FT.)

# LEGEND

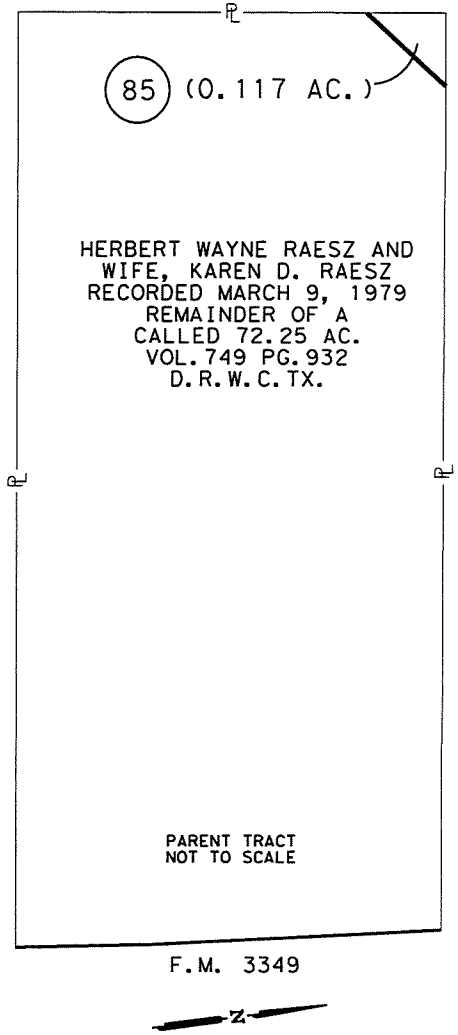
| | |
|---|---|
| ○ | 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ⬡ | FENCE POST (TYPE NOTED) |
| ■ | TYPE I CONCRETE MONUMENT FOUND |
| ⊡ | TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND |
| ⊙ | 1/2" IRON PIPE FOUND UNLESS NOTED |
| ▲ | 80D NAIL FOUND |
| ⊕ | MAGNAIL FOUND |
| ◎ | SPINDLE FOUND |
| ✖ | RAILROAD TIE |
| △ | CALCULATED POINT |
| ℄ | 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 WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

# EXHIBIT "A"




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.

**Preliminary**

05/06/2022 12:33:56 PM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE



REF. FIELD NOTE NO. 49057

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\85\PLAT\02\P-85.dgn

| EXISTING | *16.244 AC. | ACQUIRE | 0.117 AC. | REMAINING | 16.127 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
HERBERT WAYNE RASESZ AND
WIFE, KAREN D. RAESZ
TAX ID: R020830 & R020827
PARCEL 85
0.117 AC. (5,102 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: DE-85
Tax ID: R020830 & R020827
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404


May 6, 2022

**PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT 85**

DESCRIPTION OF A 0.051 ACRE (2,238 SQ. FT.) EASEMENT LOCATED IN THE J. KUYKENDALL SURVEY, SECTION NO. 8, ABSTRACT NO. 378, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A CALLED 72.25 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HERBERT WAYNE RAESZ AND WIFE, KAREN D. RAESZ, RECORDED MARCH 9, 1979 IN VOLUME 749, PAGE 932, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.051 ACRE (2,238 SQ. FT.) EASEMENT, 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 2,234.34 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 373+16.26 on the east line of a called 461.37 acre tract of land, described in a deed to Judy Boehm-Limmer, recorded in Document No. 2018092464, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), for the northwest corner of a called 96.287 acre tract of land, described in a deed to Judy S. and Doyle S. Sr. Hobbs, recorded in Document No. 2012108041, O.P.R.W.C.TX., same being the southwest corner of said remainder of a called 72.25 acre tract;

**THENCE** N 07°24'47" E, with the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, a distance of 2,528.63 feet to a calculated point (Surface Coordinates: N=10,164,989.47 , E=3,191,060.47) 270.00 feet right of Southeast Loop E.C.S 386+22.26, for the southwest corner and the **POINT OF BEGINNING** of the easement described herein;

1) **THENCE** N 07°24'47" E, continuing with the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, a distance of 58.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 386+62.99 on the proposed south right-of-way line of Southeast Loop, for the northwest corner of the easement described, said point being the end of a Control of Access (C.O.A.) and the beginning of a curve to the left;

2) **THENCE** departing the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, with the proposed south right-of-way line of said Southeast Loop, with said C.O.A. and said curve to the left, over and across said remainder of a called 72.25 acre tract, an arc distance of 34.39 feet, through a delta 00°21'23", having a radius of 5,530.00 feet, and a chord that bears N 50°10'28" E, a distance of 34.39 feet to a calculated point 230.00 feet right of Southeast Loop E.C.S 386+95.95, for the northeast corner of the easement described herein;

**THENCE** departing the proposed south right-of-way line of said Southeast Loop, over and across said remainder of a called 72.25 acre tract, the following two (2) courses and distances numbered 3-4:

3) S 40°00'13" E, a distance of 40.00 feet to a calculated point 270.00 feet right of Southeast Loop E.C.S 386+95.95, for the southeast corner of the easement described herein, said point being the beginning of a curve to the right, and

County: Williamson
Parcel No.: DE-85
Tax ID: R020830 & R020827
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

4) With said curve to the right, an arc distance of 77.45 feet, through a delta 00°47'48", having a radius of 5,570.00 feet, and a chord that bears S 50°23'41" W, a distance of 77.45 feet to the **POINT OF BEGINNING**, and containing 0.051 acres (2,238 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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.

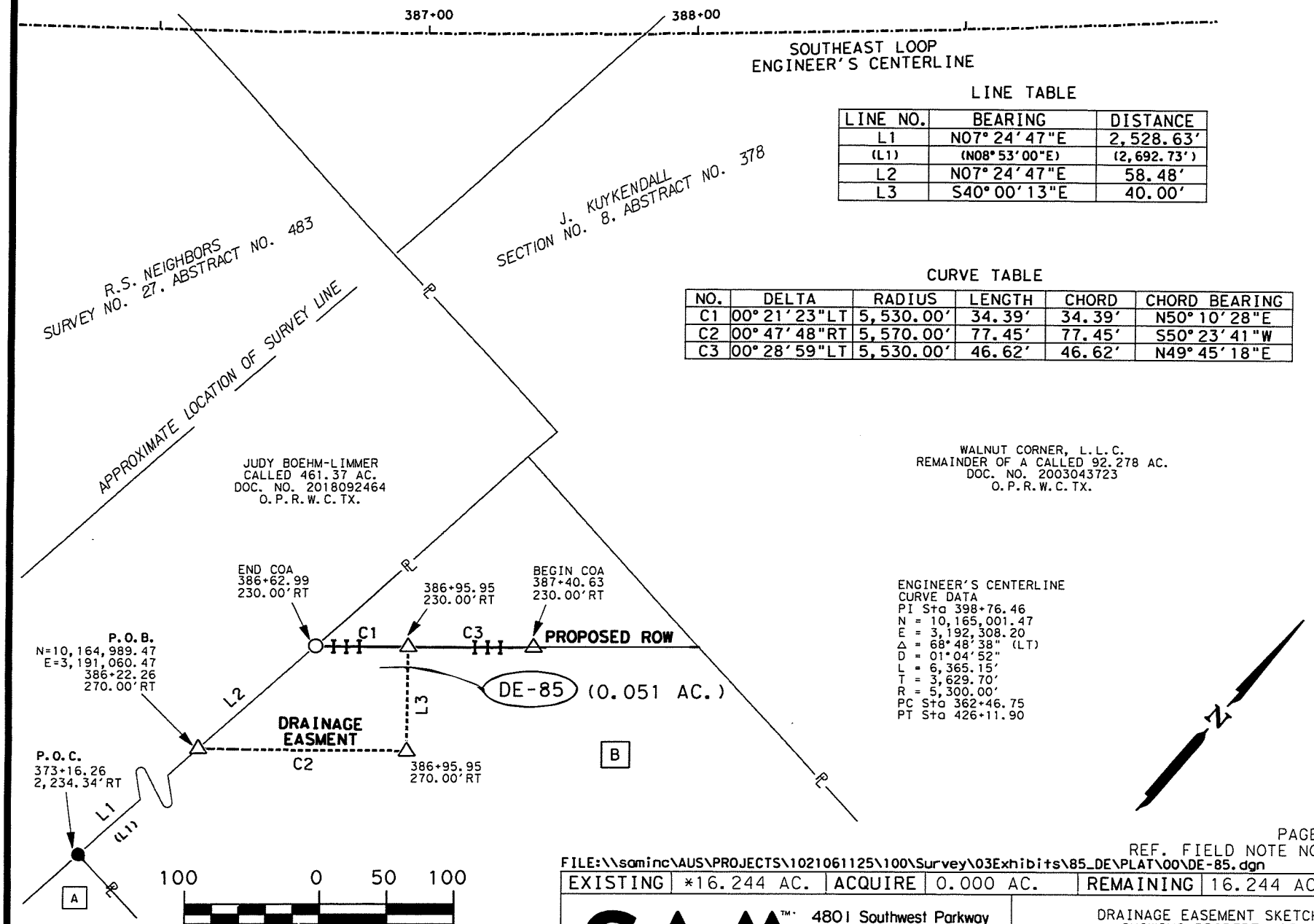
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

**Preliminary**
05/06/2022 12:32:34 PM

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

# EXHIBIT "B"




LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L1 | N07°24'47"E | 2,528.63' |
| (L1) | (N08°53'00"E) | (2,692.73') |
| L2 | N07°24'47"E | 58.48' |
| L3 | S40°00'13"E | 40.00' |

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 00°21'23"LT | 5,530.00' | 34.39' | 34.39' | N50°10'28"E |
| C2 | 00°47'48"RT | 5,570.00' | 77.45' | 77.45' | S50°23'41"W |
| C3 | 00°28'59"LT | 5,530.00' | 46.62' | 46.62' | N49°45'18"E |

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 398+76.46
N = 10,165,001.47
E = 3,192,308.20
Δ = 68°48'38" (LT)
D = 01°04'52"
L = 6,365.15'
T = 3,629.70'
R = 5,300.00'
PC Sta 362+46.75
PT Sta 426+11.90


REF. FIELD NOTE NO. 49127

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\85_DE\PLAT\00\DE-85.dgn

| EXISTING | *16.244 AC. | ACQUIRE | 0.000 AC. | REMAINING | 16.244 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

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
HERBERT WAYNE RASESZ AND
WIFE, KAREN D. RAESZ
TAX ID: R020830 & R020827
DE-85
0.051 AC. (2,238 SQ. FT.)

## LEGEND

| | |
|---|---|
| ○ | 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ⬡ | FENCE POST (TYPE NOTED) |
| ■ | TYPE I CONCRETE MONUMENT FOUND |
| ▣ | TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND |
| ◉ | 1/2" IRON PIPE FOUND UNLESS NOTED |
| ▲ | 80D NAIL FOUND |
| ⊕ | MAGNAIL FOUND |
| ◎ | SPINDLE FOUND |
| ✕ | RAILROAD TIE |
| △ | CALCULATED POINT |
| ℄ | PROPERTY LINE |
| ( ) | RECORD INFORMATION |
| P.O.B. | POINT OF BEGINNING |
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| 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 WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

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.

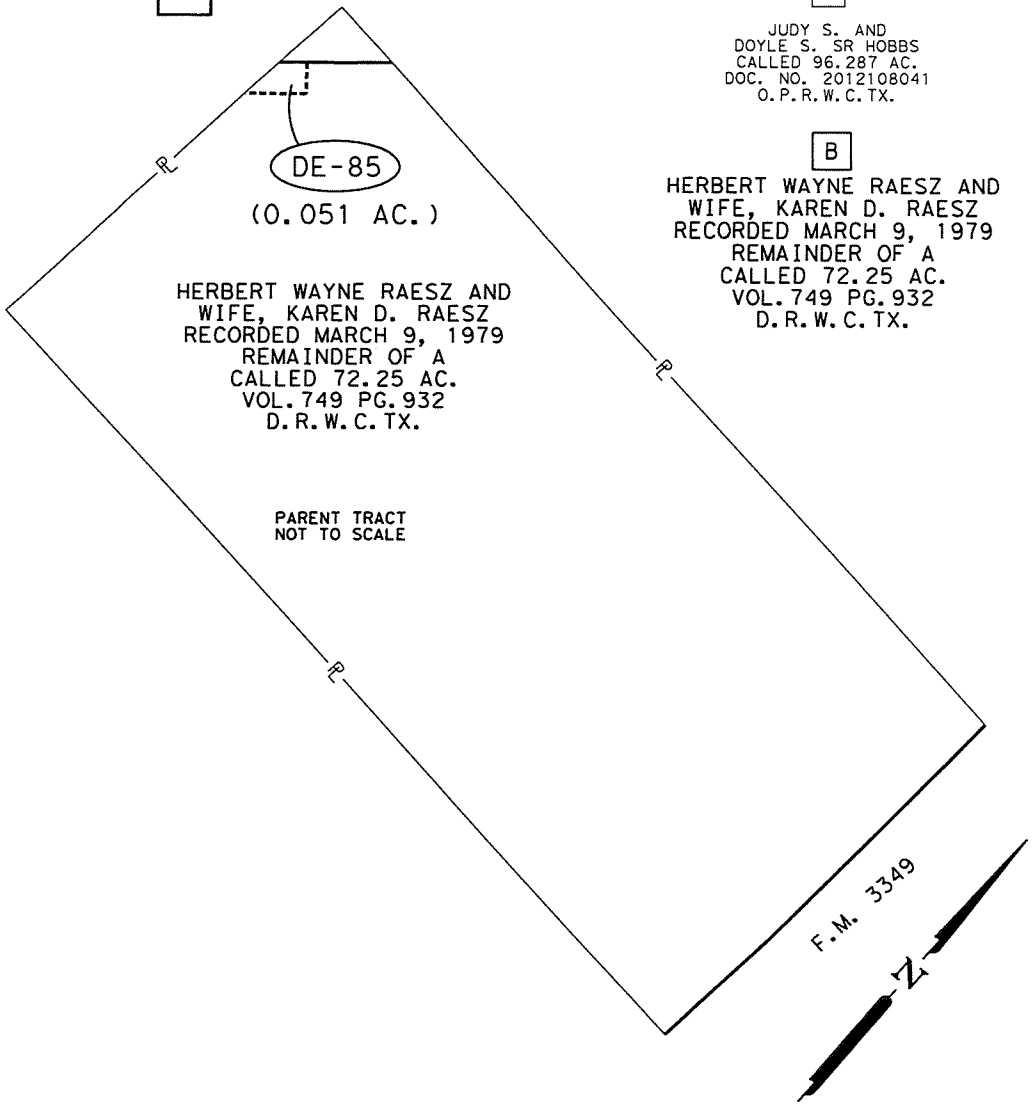
**Preliminary**

05/06/2022 12:32:41 PM

DATE

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

# EXHIBIT B






REF. FIELD NOTE NO. 49127

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\85_DE\PLAT\00\DE-85.dgn

| EXISTING | *16.244 AC. | ACQUIRE | 0.000 AC. | REMAINING | 16.244 AC. RIGHT |
|---|---|---|---|---|---|

SAM™
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Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
HERBERT WAYNE RASESZ AND
WIFE, KAREN D. RAESZ
TAX ID: R020830 & R020827
DE-85
0.051 AC. (2,238 SQ. FT.)

EXHIBIT "C"

County: Williamson
Parcel No.: TCE-85
Tax ID: R020830 & R020827
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404



**PROPERTY DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT 85**

DESCRIPTION OF A 0.071 ACRE (3,096 SQ. FT.) EASEMENT LOCATED IN THE J. KUYKENDALL SURVEY, SECTION NO. 8, ABSTRACT NO. 378, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A CALLED 72.25 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HERBERT WAYNE RAESZ AND WIFE, KAREN D. RAESZ, RECORDED MARCH 9, 1979 IN VOLUME 749, PAGE 932, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.071 ACRE (3,096 SQ. FT.) EASEMENT, 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 2,234.34 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 373+16.26 on the east line of a called 461.37 acre tract of land, described in a deed to Judy Boehm-Limmer, recorded in Document No. 2018092464, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), for the northwest corner of a called 96.287 acre tract of land, described in a deed to Judy S. and Doyle S. Sr. Hobbs, recorded in Document No. 2012108041, O.P.R.W.C.TX., same being the southwest corner of said remainder of a called 72.25 acre tract;

**THENCE** N 07°24'47" E, with the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, a distance of 2,587.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 386+62.99 on the proposed south right-of-way line of Southeast Loop, said point being the end of a Control of Access (C.O.A.) and the beginning of a curve to the left;

**THENCE** departing the common line of said 461.37 acre tract and said remainder of a called 72.25 acre tract, with the proposed south right-of-way line of said Southeast Loop, with said C.O.A. and said curve to the left, over and across said remainder of a called 72.25 acre tract, an arc distance of 34.39 feet, through a delta 00°21'23", having a radius of 5,530.00 feet, and a chord that bears N 50°10'28" E, a distance of 34.39 feet to a calculated point (Surface Coordinates: N=10,165,069.49, E=3,191,094.42) 230.00 feet right of Southeast Loop E.C.S 386+95.95, for the northwest corner and the **POINT OF BEGINNING** of the easement described herein, said point being the beginning of a curve to the left;

1) **THENCE** continuing with the proposed south right-of-way line of said Southeast Loop, with said C.O.A. and said curve to the left, over and across said remainder of a called 72.25 acre tract, passing at an arc distance of 46.63 feet a calculated point 230.00 feet right of Southeast Loop 387+40.63, for the beginning of said C.O.A., and continuing for a total arc distance of 108.10 feet, through a delta 01°07'12", having a radius of 5,530.00 feet, and a chord that bears N 49°26'11" E, a distance of 108.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 387+99.55 on the common line of said remainder of a called 72.25 acre tract and of a remainder of a called 92.278 acre tract of land, described in a deed to Walnut Corner, L.L.C., recorded in Document No. 2003043723, O.P.R.W.C.TX., for the northeast corner of the easement described herein;

2) **THENCE** S 82°29'42" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said remainder of a called 72.25 acre tract and said remainder of a called 92.278 acre tract, a distance of 33.26 feet to a calculated point 255.00 feet right of Southeast Loop E.C.S 388+20.52, for the southeast corner of the easement described herein, said point being the beginning of a curve to the right;

County: Williamson
Parcel No.: TCE-85
Tax ID: R020830 & R020827
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

**THENCE** departing the common line of said remainder of a called 72.25 acre tract and said remainder of a called 92.287 acre tract, over and across said remainder of a called 72.25 acre tract, the following three (3) courses and distances numbered 3-5:

3) With said curve to the right, an arc distance of 115.55 feet, through a delta 01°11'30", having a radius of 5,550.00 feet, and a chord that bears S 49°14'44" W, a distance of 115.54 feet to a calculated point 255.00 feet right of Southeast Loop E.C.S 387+10.28,

4) S 04°59'47" W, a distance of 21.24 feet to a calculated point 270.00 feet right of Southeast Loop E.C.S 386+95.95, for the southeast corner of the easement described herein, and

5) N 40°00'13" W, a distance of 40.00 feet to the **POINT OF BEGINNING**, and containing 0.071 acres (3,096 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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.

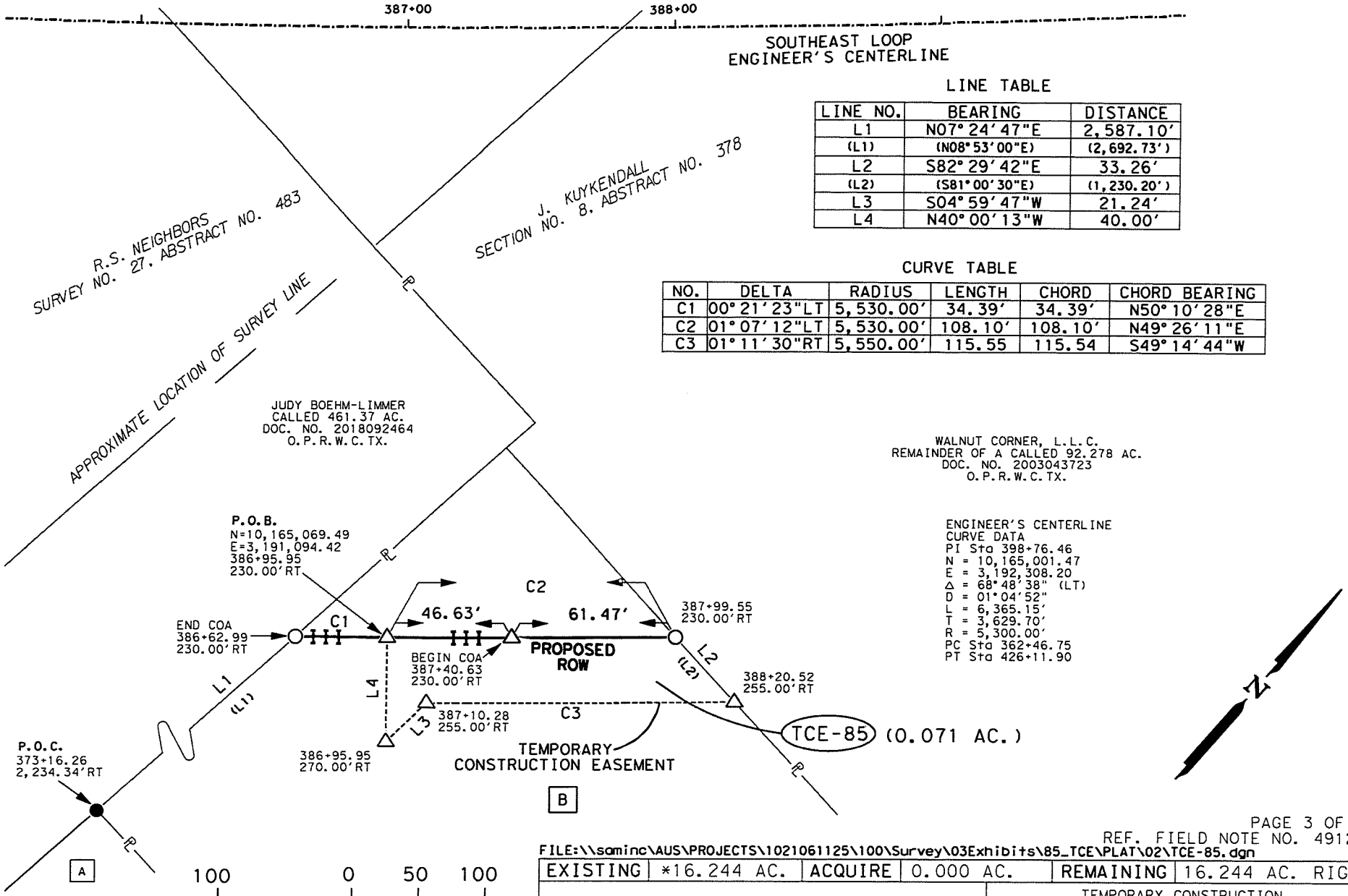
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

**Preliminary**
05/06/2022 12:34:17 PM

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

# EXHIBIT "C"




LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L1 | N07°24'47"E | 2,587.10' |
| (L1) | (N08°53'00"E) | (2,692.73') |
| L2 | S82°29'42"E | 33.26' |
| (L2) | (S81°00'30"E) | (1,230.20') |
| L3 | S04°59'47"W | 21.24' |
| L4 | N40°00'13"W | 40.00' |

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 00°21'23"LT | 5,530.00' | 34.39' | 34.39' | N50°10'28"E |
| C2 | 01°07'12"LT | 5,530.00' | 108.10' | 108.10' | N49°26'11"E |
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ENGINEER'S CENTERLINE
CURVE DATA
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D = 01°04'52"
L = 6,365.15'
T = 3,629.70'
R = 5,300.00'
PC Sta 362+46.75
PT Sta 426+11.90

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS


REF. FIELD NOTE NO. 49126

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\85_TCE\PLAT\02\TCE-85.dgn

| EXISTING | *16.244 AC. | ACQUIRE | 0.000 AC. | REMAINING | 16.244 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

TEMPORARY CONSTRUCTION
EASEMENT SKETCH
SHOWING PROPERTY OF
HERBERT WAYNE RASESZ AND
WIFE, KAREN D. RAESZ
TAX ID: R020830 & R020827
TCE-85
0.071 AC. (3,096 SQ. FT.)

## LEGEND

| | |
|---|---|
| ○ | 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" |
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| ⬡ | FENCE POST (TYPE NOTED) |
| ■ | TYPE I CONCRETE MONUMENT FOUND |
| ⊡ | TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND |
| ◉ | 1/2" IRON PIPE FOUND UNLESS NOTED |
| ▲ | 80D NAIL FOUND |
| ⊕ | MAGNAIL FOUND |
| ◎ | SPINDLE FOUND |
| ✕ | RAILROAD TIE |
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| ( ) | RECORD INFORMATION |
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| P.O.C. | POINT OF COMMENCING |
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| D.R.W.C.TX. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.TX. | OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.TX. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| —/—— | DISTANCE NOT TO SCALE |
| ——/—— | DEED LINE (COMMON OWNERSHIP) |

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
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3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

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.

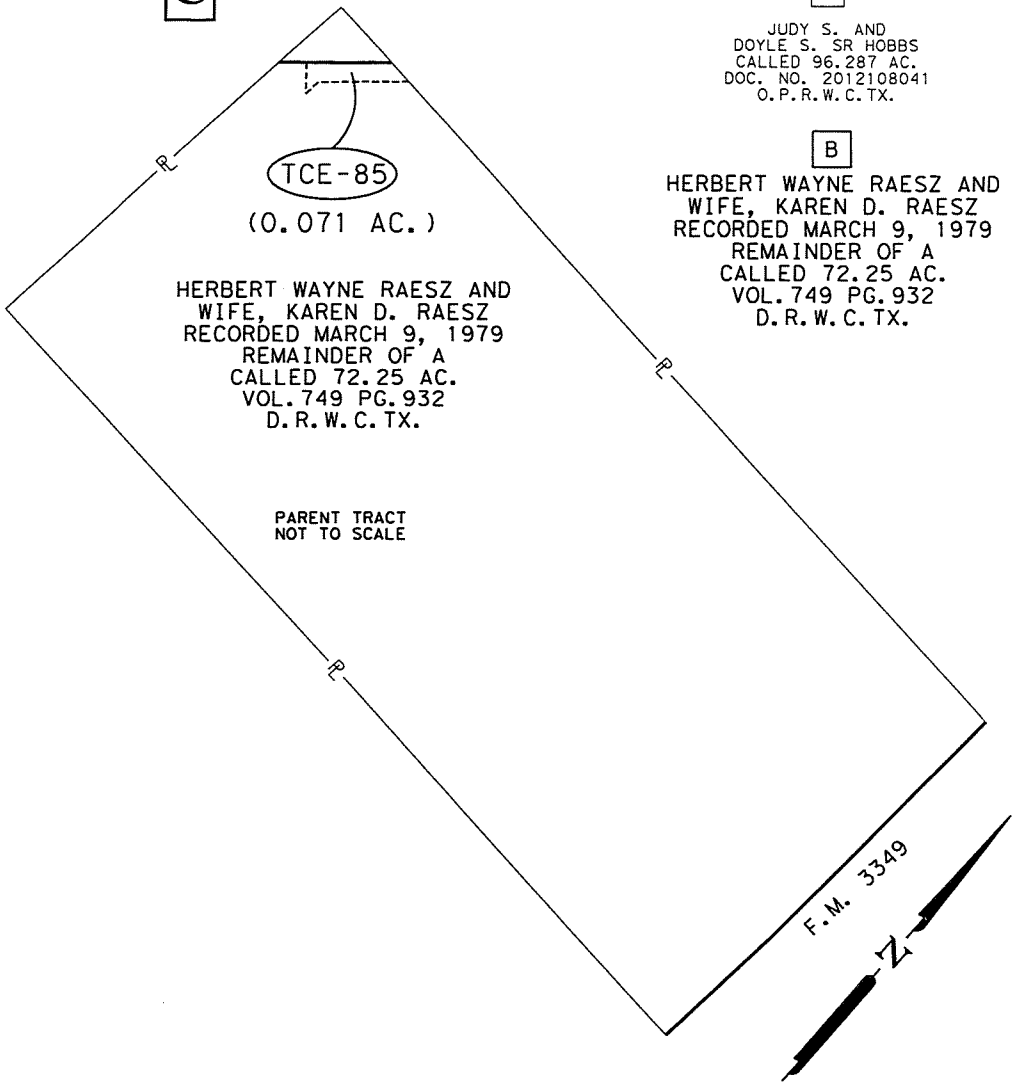
**Preliminary**

05/06/2022 12:34:21 PM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

# EXHIBIT "C"






REF. FIELD NOTE NO. 49126

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\85_TCE\PLAT\02\TCE-85.dgn

| EXISTING | *16.244 AC. | ACQUIRE | 0.000 AC. | REMAINING | 16.244 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

TEMPORARY CONSTRUCTION EASEMENT SKETCH
SHOWING PROPERTY OF
HERBERT WAYNE RASESZ AND WIFE, KAREN D. RAESZ
TAX ID: R020830 & R020827
TCE-85
0.071 AC. (3,096 SQ. FT.)

# EXHIBIT "D"

Parcel 85

**DEED**
Southeast Loop (Segment 2) 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 **HERBERT WAYNE RAESZ and KAREN D. RAESZ**, 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 0.117 acre (5,102 square foot) tract of land in the J. Kuykendall Survey, Section No. 8, Abstract No. 378, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 85)**

**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.

CONTROL OF ACCESS: Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the designated Control of Access Line ("COA") set out in Exhibit "A". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee, its successors and assigns to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

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.

**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 _____, 2022.

*[signature page follows]*

**GRANTOR:**

_____
Herbert Wayne Raesz

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Herbert Wayne Raesz, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**GRANTOR:**

_____
Karen D. Raesz

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Karen D. Raesz, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

# EXHIBIT "E"

**DRAINAGE EASEMENT**
Southeast Loop (Segment 2)

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That **HERBERT WAYNE RAESZ and KAREN D. RAESZ**, their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

> All of that certain 0.051 acre (2,238 square foot) tract of land, more or less, being out of the J. Kuykendall Survey, Section No. 8, Abstract No. 378 Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 85DE**).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the _____day of _____, 2022.

*[signature page follows]*

**GRANTOR:**

_____

Herbert Wayne Raesz

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Herbert Wayne Raesz, in the capacity and for the purposes and consideration recited herein.

_____

Notary Public, State of Texas

**GRANTOR:**

_____

Karen D. Raesz

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Karen D. Raesz, in the capacity and for the purposes and consideration recited herein.

_____

Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

# EXHIBIT "F"

## GRADING TEMPORARY CONSTRUCTION EASEMENT

Southeast Loop (Segment 2)

**KNOW ALL PERSONS BY THESE PRESENTS:**

That **HERBERT WAYNE RAESZ and KAREN D. RAESZ** (hereafter referred to as "Grantor"), whether one or more, in consideration of One Dollar ($1.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to **WILLIAMSON COUNTY, TEXAS**, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction easement for the purpose of installing, removing, shaping, constructing and/or reconstructing earthen, vegetative or related materials for side slope and lateral support surface grading, erosion control, and revegetation adjacent to the proposed roadway facilities and appurtenances and improvements within the adjacent right of way owned or possessed by Grantee ("Project"), in, along, upon and across the property described in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement. The construction, reconstruction and/or removal of any material or other improvements or modifications on the Property shall be in the location of, subject to, and shall substantially comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached hereto as Exhibit "B" and incorporated herein.

The parties agree further as follows:

Following completion of work within the temporary construction easement area Property, Grantee shall at its expense and within ninety (90) days of completion of the work restore any portion of the Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically erosion control, landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed immediately previous to Grantee's entry upon the Property, or otherwise in compliance with the specifications as set out on the plans in Exhibit "B" or other applicable Williamson County Project manual erosion control or vegetative replacement requirements, taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall fully revert to Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of thirty-six (36) months after the date of written Notice to Proceed to Grantee's contractors to begin construction of the Project, (b) on the date of completion of construction of the Project, or (c) on December 31, 2027.

Grantee shall be allowed to extend the duration of the Temporary Construction Easement identified herein for up to three (3) additional and consecutive thirty (30) day periods upon (1) notification to Grantor in writing of the requested extension period, and (2) tendering the sum of $1,000 for each additional extension period used.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable driveway or other ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee to do so in advance.

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 to be effective the _____ day of _____, 2022.

**GRANTOR:**

_____
Herbert Wayne Raesz

**Acknowledgment**

State of Texas §
§
County of _____ §

This instrument was acknowledged before me on this the ____ day of _____ _____, 2022 by Herbert Wayne Raesz, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

**GRANTOR:**

_____
Karen D. Raesz

**Acknowledgment**

State of Texas §
§
County of _____ §

This instrument was acknowledged before me on this the ____ day of _____ _____, 2022 by Karen D. Raesz, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

**ACCEPTED AND AGREED BY GRANTEE:**

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

**Acknowledgment**

State of Texas §
§
County of Williamson §

This instrument was acknowledged before me on this the ____ day of _____ _____, 20222 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

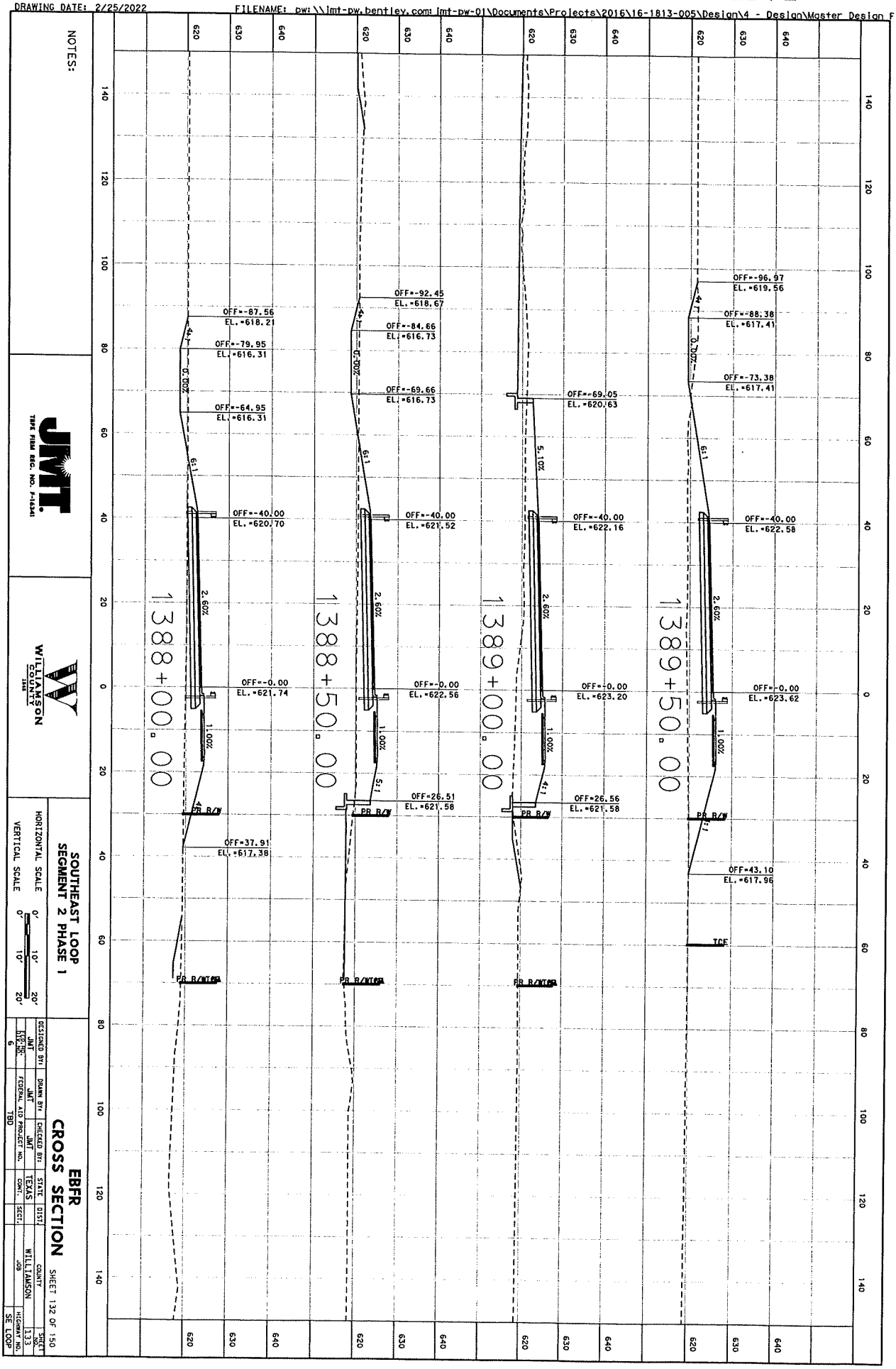
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

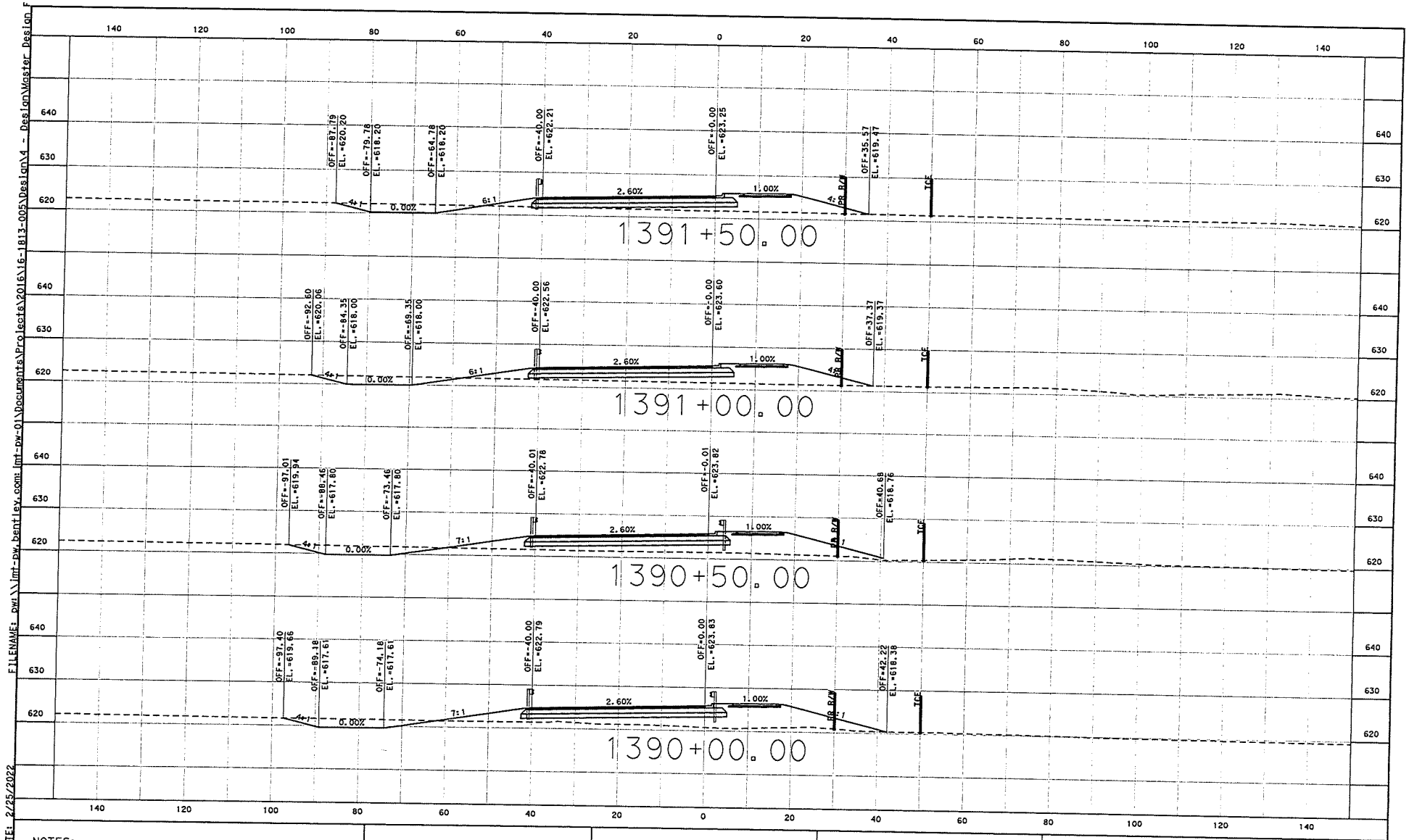
**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

# EXHIBIT "B" TO TEMP EASEMENT






NOTES:

JMT
TBPE FIRM REG. NO. F-1634

WILLIAMSON COUNTY
1848

**SOUTHEAST LOOP**
**SEGMENT 2 PHASE 1**

HORIZONTAL SCALE 0' 10' 20'
VERTICAL SCALE 0' 10' 20'

# EBFR
# CROSS SECTION

SHEET 133 OF 150

| DESIGNED BY: | DRAWN BY: | CHECKED BY: | STATE | DIST. | COUNTY | SHEET NO. |
|---|---|---|---|---|---|---|
| JMT | JMT | JMT | TEXAS | | WILLIAMSON | 133 |
| CSJ NO. | FEDERAL AID PROJECT NO. | | CONT. | SECT. | JOB | HIGHWAY NO. |
| 6 | TBD | | | | | SE LOOP |

DRAWING DATE: 8/25/2022
FILENAME: pw:\\jmt-pw.bentley.com:jmt-pw-01\Documents\Projects\2016\16-1813-005\Design\4 - Design\Master Design File

**Commissioners Court - Regular Session** **31.**

**Meeting Date:** 05/24/2022

TXDOT Resolution for CR 366 AFA Amendment #1

**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 TXDOT Resolution for an AFA Amendment #1 for the CR 366 Project, Road Bond Project, P296.

**Background**

## Fiscal Impact

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

## Attachments

Resolution

AFA Amendment #1

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 08:59 AM |
| Form Started By: Charlie Crossfield | | Started On: 05/18/2022 03:14 PM |
| Final Approval Date: 05/19/2022 | | |

| | | |
|---|---|---|
| ***STATE OF TEXAS*** | ***** | ***THE COMMISSIONERS COURT OF*** |
| ***COUNTY OF WILLIAMSON*** | ***** | ***WILLIAMSON COUNTY, TEXAS*** |

***KNOW ALL MEN BY THESE PRESENT that on this, the 24th day of May 2022, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.***

# RESOLUTION:

WHEREAS An Advance Funding Agreement Amendment #1 with State of Texas whereas the State and Local Government executed a contract on January 25, 2019 to effectuate their agreement which will allow for construction of intersection improvements at FM 397- CR 366 in Williamson County, Texas.

***Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.***

***RESOLVED this___day of_____, 2022.***

_____
***Bill Gravell Jr., County Judge***

***Attest:***

_____
***Nancy E. Rister, County Clerk***

CSJ #0320-04-028
District # 14-AUS
Code Chart 64 #50246
Project: Intersection Improvement Design
at FM 397- CR 366

**STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

**ADVANCE FUNDING AGREEMENT**
**AMENDMENT #1**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and County of Williamson, acting by and through its duly authorized officials, called the Local Government.

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed a contract on January 25, 2019 to effectuate their agreement to design and provide environmental clearance for an intersection Improvement Design at FM 397- CR 366 in Williamson County, Texas; and,

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**Description of Amended Items**

A. Article 1. Responsible Parties is deleted in its entirety and replaced with the following:

1. **Responsible Parties**:
   For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

| | | | |
|---|---|---|---|
| 1. | **Local Government** | Utilities | Article 8 |
| 2. | **Local Government** | Environmental Assessment and Mitigation | Article 9 |
| 3. | **Local Government** | Architectural and Engineering Services | Article 12 |
| 4. | **Local Government** | Construction Responsibilities | Article 13 |
| 5. | **Local Government** | Right of Way and Real Property | Article 15 |

B. Article 3, Scope of Work is deleted in its entirety and replaced with the following:

**3. Scope of Work**

a. The scope of work for this Project consists of: Preparation and development of planning and engineering for the plans, specifications and estimate and environmental clearance of the realignment of FM 397 and reconstruction of intersection at CR 366 in Williamson County, Texas
b. Construction of T-intersection at FM 366 and FM 397, include reconstruction of the existing two- lane roadway to a four-lane undivided roadway with continuous center turn lane and shoulders in. Williamson County as shown on Attachment B-1, described as “Project”.

C. Article 23 Inspection of Books and Records is deleted in its entirety and replaced with the following:

**23. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

D. Article 5 Termination is deleted in its entirety and replaced with the following:

**5. Termination of this Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

E. Attachment C, Project Budget, is deleted and replaced with Attachment C-1, Project Budget, which is attached and made part of this amendment. The contract amount is increased by $4,077,347.00, from $362,569.00 to $4,439,916.00, because the Local Government shall proceed to construction phase.

F. Attachment A, Resolution or Ordinance, is supplemented by adding Attachment A-1, Resolution or Ordinance, which is attached and made part of the amendment.

All other provisions of the original contract are unchanged and remain in full force and effect.

**2. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this amendment on the date stated under that party's signature.

**THE LOCAL GOVERNMENT**

_____
Bill Gravell, Jr.
County Judge

_____
Date

**THE STATE OF TEXAS**

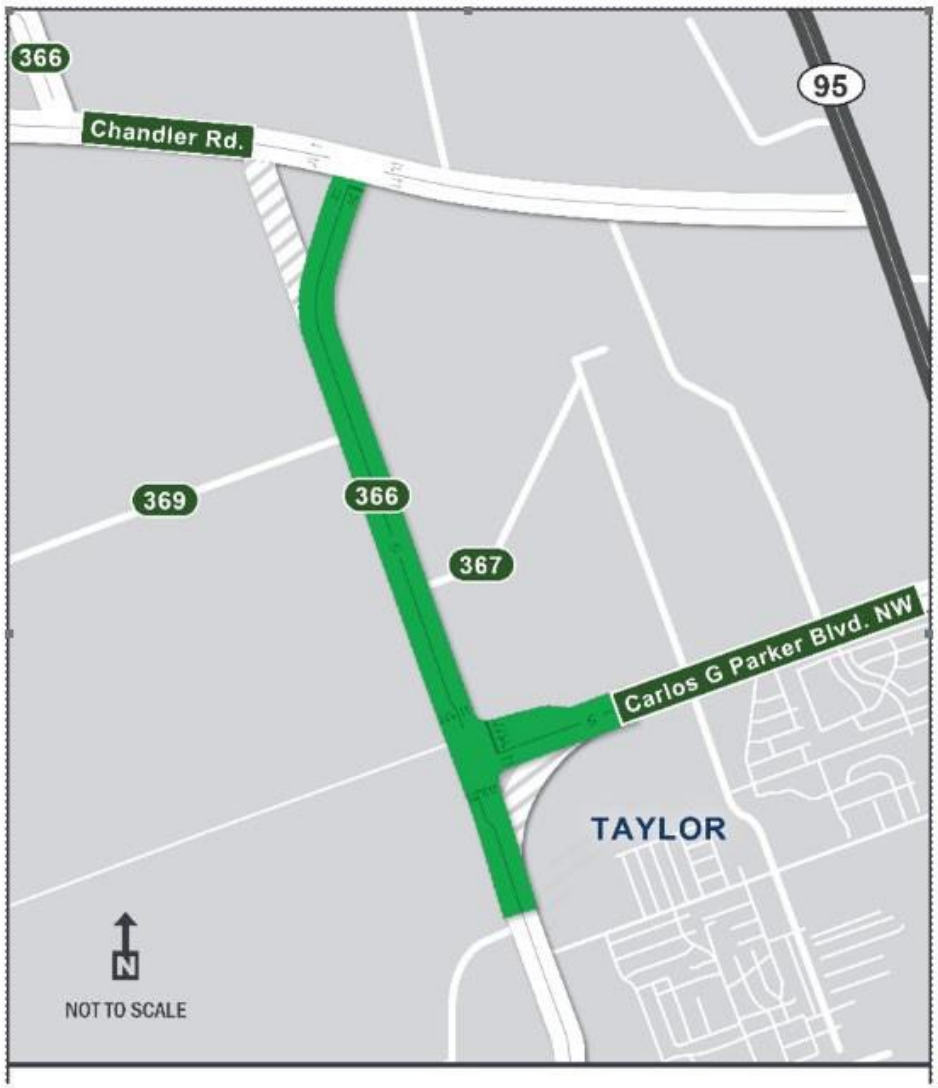
_____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

_____
Date

CSJ #0320-04-028
District # 14-AUS
Code Chart 64 #50246
Project: Intersection Improvement
Design at FM 397- CR 366

# ATTACHMENT A-1
# RESOLUTION

# ATTACHMENT B-1
## LOCATION MAP SHOWING PROJECT



CSJ #0320-04-028
District # 14-AUS
Code Chart 64 #50246
Project: Intersection Improvement
Design at FM 397- CR 366

# ATTACHMENT C-1
# PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding, the State is responsible for all the State direct and indirect costs. The Local Government will then be responsible for 100% of the costs.

| Description | Total Estimated Cost | State Participation | | Local Participation | |
|---|---|---|---|---|---|
| | | % | Cost | % | Cost |
| Engineering (by Local Government) | $300,000 | 0% | $0 | 100% | $300,000 |
| Environmental (by Local Government) | $30,000 | 0% | $0 | 100% | $30,000 |
| Construction (by Local Government) | $4,053,977 | 0% | $0 | 100% | $4,053,977 |
| Subtotal | $4,383,977 | | $0 | | $4,383,977 |
| Environmental Direct State Costs | $20,270 | 100% | $20,270 | 0% | $0 |
| Right of Way Direct State Costs | $5,067 | 100% | $5,067 | 0% | $0 |
| Engineering Direct State Costs | $30,405 | 100% | $30,405 | 0% | $0 |
| Utility Direct State Costs | $5,067 | 100% | $5,067 | 0% | $0 |
| Construction Direct State Costs | $141,889 | 100% | $141,889 | 0% | $0 |
| Indirect State Costs (4.52% for construction) | $183,240 | 100% | $183,240 | 0% | $0 |
| TOTAL | $ 4,769,916 | 100% | $385,939 | | $4,383,977 |

Initial payment by the Local Government to the State: $0
Payment by the Local Government to the State before construction: $0
Estimated total payment by the Local Government to the State $0
This is an estimate.
The final amount of Local Government participation will be based on actual costs

**Commissioners Court - Regular Session** **32.**

**Meeting Date:** 05/24/2022

SE Loop Segment 2 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 and leaseback agreement with Stephen and Candice Walker for right of way needed on the SE Loop Segment 2 project (Parcel 48). Funding Source: Road Bonds P392

**Background**

## Fiscal Impact

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

## Attachments

Contract and Leaseback

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 09:00 AM |
| Form Started By: Charlie Crossfield | | Started On: 05/19/2022 08:33 AM |
| Final Approval Date: 05/19/2022 | | |

# REAL ESTATE CONTRACT

Corridor SE Loop Segment 2—Parcel 48

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **STEPHEN T. WALKER and CANDICE M. WALKER** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

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

> Being all of Lot 11, BRUSHY POINT ESTATES, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet O, Slides 73-74, Plat Records of Williamson County, Texas (Parcel 48).

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

## ARTICLE II
## PURCHASE PRICE

### Purchase Price

2.01. The Purchase Price for the Property shall be the sum of ONE MILLION TWO HUNDRED FIFTY and 00/100 Dollars ($1,250,000.00).

### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company at 305 Denali Pass, Suite A Cedar Park, Texas on or before June 15, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, 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 "A" attached hereto and incorporation herein.

(3) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement 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".

(4) Deliver to Purchaser possession of the Property, subject to leaseback as set out in Paragraph 5.03(b) herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

(b) At Closing, Purchaser and Seller shall enter into a lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property for an initial term which shall terminate on or before December 31, 2022, such term commencing on the Closing Date. The Leaseback Agreement shall be in the form attached hereto as Exhibit "B".

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 party respectively as incurred.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Southeast Loop Segment 2 right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

**SELLER:**

Stephen T Walker
Stephen T Walker (May 18, 2022 17:45 CDT)

Stephen T. Walker

Address: 1652 CR 134 Hutto, TX 78634

Date: May 18, 2022

Candice M Walker
Candice M Walker (May 18, 2022 17:40 CDT)

Candice M. Walker (f/k/a) Candice M. Visser

Date: May 18, 2022

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

Exhibit "A"

Parcel 48

**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 **STEPHEN T. WALKER and CANDICE M. WALKER**, 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"):

> Being all of Lot 11, BRUSHY POINT ESTATES, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet O, Slides 73-74, Plat Records of Williamson County, Texas (Parcel 48).

**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: Refrigerators (2), Washer, Dryer and 10 X 24 Barn

**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.

Grantee acknowledges that it is an entity which possesses the power of condemnation, and that the deed for the Property is being delivered for proposed future Southeast Loop right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 2022.

*[signature page follows]*

**GRANTOR:**

_____
Stephen T. Walker

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Stephen T. Walker, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**GRANTOR:**

_____
Candice M. Walker (f/k/a) Candice M. Visser

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Candice M. Walker, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

Exhibit "B"

# RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and STEPHEN T. WALKER and CANDICE M. WALKER, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes form the Landlord, all that certain 5.0 acres known as Lot 11, Brushy Point Estates, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet O, Slides 73-74, Plat Records of Williamson County, Texas, with the dwelling and appurtenances thereon also known as **1652 CR 134 Hutto, Texas 78634** (hereinafter referred to as the "Premises), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

1. TERM. The initial term of this Lease shall not exceed SIX (6) months commencing on June 15, 2022 ("Commencement Date") and ending on December 31, 2022 at 11:59 p.m. ("Termination Date").

2. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises ($1,186) One Thousand One Hundred Eight-Six and no/100 Dollars ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the 1st day of August 2022. at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626, or such other place as Landlord may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date the first rental payment is due as set out herein.

3. LATE CHARGES AND FEES FOR RETURNED CHECKS. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of Twenty-Five and No/100 Dollars ($25.00), plus additional late charges of Fifteen and No/100 Dollars ($15.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Tenant hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord Twenty-Five and No/100 Dollars ($25.00) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.

4. OPTION TO EXTEND OR TERMINATE LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term"

of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration of any Extension Term.

**Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.**

5. APPLICATION OF FUNDS. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease, and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.

6. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

7. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

**USE OF PORTION OF PREMISES BY LANDLORD FOR UTILITY ADJUSTMENT AND/OR ROAWAY CONSTRUCTION.**

**Prior to the Termination Date, County and any public utility companies affected or conflicted by the Roadway Construction Project shall be allowed to enter and take exclusive possession of the portion of the Premises described by metes and bounds survey in Exhibit "A" attached hereto and incorporated herein, with fourteen (14) days prior notice to Grantor, to complete construction of any required utility adjustments, realignments, and or roadway facility and related appurtenance installations or removals or for other preliminary site testing, as long as such utility construction or testing activities do not physically interfere with the continued residential occupation of Tenant.**

NUMBER OF OCCUPANTS. Without prior approval and consent from Landlord the Premises may be occupied by no more than 5 persons. Tenant may not permit any guests to stay on or in the Premises longer than fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.

11. CONDITION OF PREMISES. TENANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE

TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT.

12. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.

13. ALTERATIONS AND IMPROVEMENTS. At its sole cost Tenant may make improvement to and remove the structures or improvements paid for and retained by Tenant pursuant to the terms of that certain prior real estate contract and Deed conveyance between the parties concerning the Premises. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Tenant and may be elected to be removed by Tenant pursuant to the terms of the prior real estate contract agreement at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (b) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (c) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.

14. DAMAGE TO PREMISES. If the dwelling structures on the Premises are damaged by casualty loss or are otherwise rendered uninhabitable this Lease shall terminate and the parties shall have no further obligations to each other under this Agreement.

15. CARE AND MAINTENANCE. By execution of this Lease Tenant acknowledges that the Premises is habitable for occupancy and that Landlord shall not be required to make any repairs or alterations to the Premises prior to the commencement of this agreement.

16. INSURANCE. Landlord shall not carry any type of insurance which would provide coverage for the improvements located on the Premises for which ownership was retained by Tenant pursuant to the terms of the real estate contract between the parties for purchase of the Premises. **Tenant acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by Landlord.** The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary. Furthermore, Tenant's insurance shall be primary as to any other existing, valid, and collectible insurance Landlord may otherwise be permitted to maintain.

17. UTILITIES. Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, wastewater, garbage,

telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease.

18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable wear and tear excepted.

Tenant agrees that no signs will be placed on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

20. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

21. VEHICLES. Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises for more than twenty-four (24) consecutive hours unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises, other than vehicles present during periods of performing commercial services work at or on the Premises at the request of Tenant or Landlord (including removal of the improvements retained by Tenant). Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.

22. LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES. Landlord and Landlord's agents may inspect the Premises at reasonable times with advance notice to or permission from the Tenant, which shall not be unreasonably withheld.

23. SUBORDINATION OF LEASE. This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.

24. LIABILITY. UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLECT OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

25. SURRENDER OF PREMISES. On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, for any improvements which are elected **NOT** to be retained and removed pursuant to the terms of the real estate contract and Deed between the parties for conveyance of the Premises, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.

26. ABANDONMENT. If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.

27. HOLDOVER. If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.

28. DEFAULT BY TENANT. Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for Three (3) days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease.

29. DEFAULT BY LANDLORD. In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good

faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.

30. LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE. TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN SEVEN (7) DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

31. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

| | |
|---|---|
| Name of Designee | Kirk Visser, Jr. |
| Address of Designee | 129 Abasolo Court |
| | Dripping Springs, TX 78620 |
| Telephone number of designee | (254) 744-7744 |

and in the event of Tenant's death, Landlord is further authorized to:

a. grant Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent;
b. allows Tenant's designee to remove any of Tenant's property found at the Premises; and
c. refund Tenant's security deposit, less lawful deductions, to the designee.

32. REPRESENTATIONS. Tenant's statements and representations in this Lease are material

representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.

33. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.

34. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

35. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.

36. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

37. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.

38. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and

severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

39. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Dale Butler, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1609
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

40. NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1609
Fax: (512) 930-3313
Email: facilities@wilco.org

Tenant's Address: 1401 CR 137
Hutto, TX 78634

41. REPORTS OF ACCIDENTS. Within Twenty Four (24) hours after Tenant 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 person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

42. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Lease.

43. BINDING OF HEIRS AND ASSIGNS. All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.

44. NO THIRD-PARTY BENEFICIARIES. This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

45. NO WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord 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.

46. 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 Lease. 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.

47. PRO-RATA PROPORTIONS. If this Lease should commence on a date other than the First (1st) day of a calendar year or terminate on a date other than the last day of the then current

term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

48. EXECUTION IN COUNTERPARTS. This Lease 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.

49. BINDING EFFECT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

Signed, sealed and delivered this _____ ____, 2022.

**LANDLORD:**
WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Date: _____

**TENANT:**

Stephen T Walker
Stephen T Walker (May 18, 2022 17:45 CDT)

Stephen T. Walker

Date: May 18, 2022

Candice M Walker
Candice M Walker (May 18, 2022 17:40 CDT)

Candice M. Walker (f/k/a/) Candice M. Visser

Date: May 18, 2022

**IMPORTANT LEGAL NOTICES**

**Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.**

**If Tenant gives Landlord notice according to Tex. Prop. Code Ann. § 92.056 regarding a condition that materially affects the physical health or safety of an ordinary tenant, and Landlord fails to repair the condition within a reasonable time, Tenant is entitled to the following remedies:**

**(1) Terminate the lease;**
**(2) Have the condition repaired or remedied;**
**(3) Deduct from Tenant's rent, without necessity of judicial action, the cost of the repair or remedy; and**
**(4) Obtain judicial remedies according to Tex. Prop. Code Ann. § 92.0563.**

**Note that if Tenant chooses to terminate the lease, the following applies:**

**(1) Tenant is entitled to a pro rata refund of the rent from the later of the following: (a) date of termination of the lease; (b) date Tenant moves out;**
**(2) Tenant is entitled to deduct security deposit from his or her rent without the necessity of a lawsuit or to obtain a refund of the security deposit according to law; and**
**(3) Tenant is not entitled to repair and deduction remedies under Tex. Prop. Code Ann. § 92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a)(1), (2).**

**Commissioners Court - Regular Session** **33.**

**Meeting Date:** 05/24/2022

TWDB Grant Agreement Amendment No. 1

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action on an Amendment No, 1 Grant Agreement with Texas Water Development Board (TWDB) for the Atlas 14 Floodplain Mapping Study.Funding Source: LRTP/CIP: P583

**Background**

## Fiscal Impact

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

## Attachments

Amendment No 1

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 11:24 AM |
| Form Started By: Charlie Crossfield | | Started On: 05/19/2022 10:50 AM |
| Final Approval Date: 05/19/2022 | | |

STATE OF TEXAS

TRAVIS COUNTY

TWDB Commitment No. G1001290

TEXAS WATER DEVELOPMENT BOARD

and

WILLIAMSON COUNTY

AMENDMENT NO. 1

This Contract made and entered on June 28, 2021, is hereby amended as follows:

1. Section II, Article IV is amended to include the following:

GRANTEE shall submit payments and documentation for reimbursement billing according to the PAYMENT REQUEST SCHEDULE and in accordance with the approved Task and Expense Budgets contained in EXHIBIT C to this CONTRACT. GRANTEE may modify individual Task and Expense Budget task or expense categories to the extent that the resulting change in the amount in any one task or expense category does not exceed 20% of the original total amount authorized by this CONTRACT for that same task or expense category. Larger deviations require approval by EXECUTIVE ADMINISTRATOR, which will be documented through an Approved Budget Memorandum to the TWDB contract file. GRANTEE must provide written explanation for all overages and reallocations of Task and Expense Budget amounts. Reallocations of amounts between task and expense categories authorized under this paragraph will not change the TWDB SHARE OF THE TOTAL PROJECT COST. GRANTEE may not add new task or expense categories or assign costs to a task or expense category that did not include a cost in the original Task and Expense Budget included in this CONTRACT.

2. EXHIBIT C, TASK AND EXPENSE BUDGETS, is replaced as shown in Attachment 1 of this amendment and denoted as AMENDED TASK AND EXPENSE BUDGET.

All other terms and conditions of the TWDB Contract for Commitment No. G1001290 remain in effect.

IN WITNESS WHEREOF the parties hereto cause this Amendment to be duly executed.

| TEXAS WATER DEVELOPMENT BOARD | WILLIAMSON COUNTY |
|---|---|
| By: _____ | By: _____ |
| Jeff Walker | Bill Gravell Jr. |
| Executive Administrator | County Judge |
| Date: _____ | Date: _____ |

**Attachment 1:**
**EXHIBIT C, AMENDED TASK AND EXPENSE BUDGET**

# EXHIBIT C
## TASK AND EXPENSE BUDGETS

### TASK BUDGET

| LABOR TASK | TOTAL |
|---|---|
| **1. GENERAL MANAGEMENT** | |
| a. Communication | $ 127,813 |
| b. Monthly Progress Report, Invoices, and Billings (31 mths) | $ 76,343 |
| c. Project Coordination & Administration | $ 295,319 |
| d. Progress/Coordination Meetings (106 Meetings) | $ 133,632 |
| **TASK TOTAL:** | **$ 633,105** |
| **2. DATA COLLECTION** | |
| a. Terrain, Survey & Field Measurements | $ 1,615,467 |
| b. General Collection | $ 54,397 |
| c. Historical Information | $ 20,635 |
| **TASK TOTAL:** | **$ 1,690,499** |
| **3. HYDROLOGIC ANALYSIS** | |
| a. Update Prior Studies | $ 271,358 |
| b. Conduct New Analysis | $ 795,667 |
| c. Incorporate Leverage Hydrology | $ 208,494 |
| e. Model Calibration / Validation | $ 117,436 |
| f. Internal QA/QC | $ 116,116 |
| **TASK TOTAL:** | **$ 1,509,071** |
| **4. HYDRAULIC ANALYSIS & MAPPING** | |
| a. Update Prior Studies | $ 938,933 |
| b. Conduct New Analysis | $ 2,634,347 |
| d. Model Calibration / Validation | $ 140,585 |
| e. Floodplain Mapping and Depth Grids | $ 367,460 |
| f. Internal QA/QC | $ 286,163 |
| **TASK TOTAL:** | **$ 4,367,488** |
| **5. CONCEPTUAL FLOOD MITIGATION ANALYSIS** | |
| a. Mitigation Sensitivity | $ 343,397 |
| **TASK TOTAL:** | **$ 343,397** |
| **6. INDEPENDENT QA/QC** | |
| a. Meetings | $ - |
| b. Independent Review | $ 704,831 |
| **TASK TOTAL:** | **$ 704,831** |
| **7. DOCUMENTATION** | |
| a. Documentation | $ 26,794 |
| b. Digital Deliverables | $ 24,000 |
| **TASK TOTAL:** | **$ 50,794** |
| **TOTAL PROJECT COST:** | **$ 9,299,185** |

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## EXPENSE BUDGET

| CATEGORY | AMOUNT |
|---|---|
| Salaries & Wages[1] | $0.00 |
| Fringe[2] | $0.00 |
| Travel[3] | $0.00 |
| Other Expenses[4] | $0.00 |
| Subcontract Services | $9,299,185 |
| Overhead[5] | $0.00 |
| Profit | $0.00 |
| **TOTAL** | **$9,299,185** |

[1] Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to this CONTRACT.
[2] Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.
[3] Travel is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2017, Article IX, Part 5, as amended or superseded
[4] Other Expenses is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings directly chargeable to this CONTRACT.
[5] Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this CONTRACT.

**Commissioners Court - Regular Session** **34.**

**Meeting Date:** 05/24/2022

CR 332 Resolution for Condemnation

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.493 acres (parcel 4) and 0.709 acres (parcel 5) required for the construction of County Road 332. (Rosa Aguado and Pedro Aguado/ Parcel 4 and 5) Funding Source: Road Bonds P366

**Background**

## Fiscal Impact

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

## Attachments

Resolution

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 08:52 AM |
| Form Started By: Charlie Crossfield | | Started On: 05/18/2022 02:22 PM |
| Final Approval Date: 05/19/2022 | | |

**IN THE COMMISSIONERS' COURT**
**OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.493 acres (Parcel 4) and 0.709 acres (Parcel 5) described by metes and bounds in Exhibits "A & B" owned by **ROSA AGUADO AND PEDRO AGUADO** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 332 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

**EXHIBIT A**
**PROPERTY DESCRIPTION FOR PARCEL 4**

DESCRIPTION OF A 0.493 ACRE (21,455 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE G.A. SCHNEIDER SURVEY, ABSTRACT NO. 580 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.74 ACRES DESCRIBED IN GENERAL WARRANTY DEED TO PEDRO AGUADO AND ROSA AGUADO RECORDED IN DOCUMENT NO. 2009082892 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.493 ACRE (21,455 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933", having grid coordinates of N=10,270,412.47 E=3,158,300.10, set 68.00 feet right of C.R. 332 baseline station 33+54.17 set in the proposed curving easterly Right-of-Way (ROW) line of County Road (C.R.) 332 (variable width ROW), being the southerly boundary line of said 5.74 acre tract, same being the northerly boundary line of that called 8.23 acre tract of land described in Warranty Deed to Djuanus Keith Thomas and wife Staci Thomas recorded in Document No. 2017066397 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE,** departing said proposed ROW line, with the common boundary line of said 5.74 acre and said 8.23 acre tract, **S 68°36'10" W,** for a distance of **72.59** feet to an iron rod with plastic cap stamped "RPLS-5784" found in the existing easterly ROW line of said C.R. 332 (variable width ROW), being the southwesterly corner of said 5.74 acre tract, same being the northwesterly corner of said 8.23 acre tract, for the southwesterly corner of the herein described parcel;

2) **THENCE,** departing said 8.23 acre tract, with said existing easterly ROW line, same being the westerly boundary line of said 5.74 acre tract **N 21°25'29" W,** for a distance of **249.34** feet to calculated point, being the northwesterly corner of said 5.74 acre tract, same being the southwesterly corner of that called 5.74 acre tract of land described in Warranty Deed to Pedro Aguado and Rosa Aguado recorded in Document No. 2010029008 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

3) **THENCE,** departing said existing ROW line, with the common boundary line of the 5.74 acre tracts, **N 68°36'10" E,** at a distance of 0.47 feet pass a 1/2" iron rod found and continuing for a total distance of distance of **102.19** feet to an iron rod with aluminum cap stamped "ROW 4933" set 68.00 feet right of C.R. 332 baseline station 36+09.64, in said proposed curving ROW line, for the northeasterly corner of the herein described parcel;

4) **THENCE,** departing said 5.74 acre (Doc. 2010029008) boundary line, through the interior of said 5.74 acre tract (Doc. 2009082892), with said proposed curving ROW line to the left having a radius of **3,932.00 feet,** a delta angle of **03°39'33",** an arc length of **251.12 feet,** and a chord which bears **S 14°39'19" E,** a distance of **251.08** feet to the **POINT OF BEGINNING,** containing 0.493 acres, (21,455 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

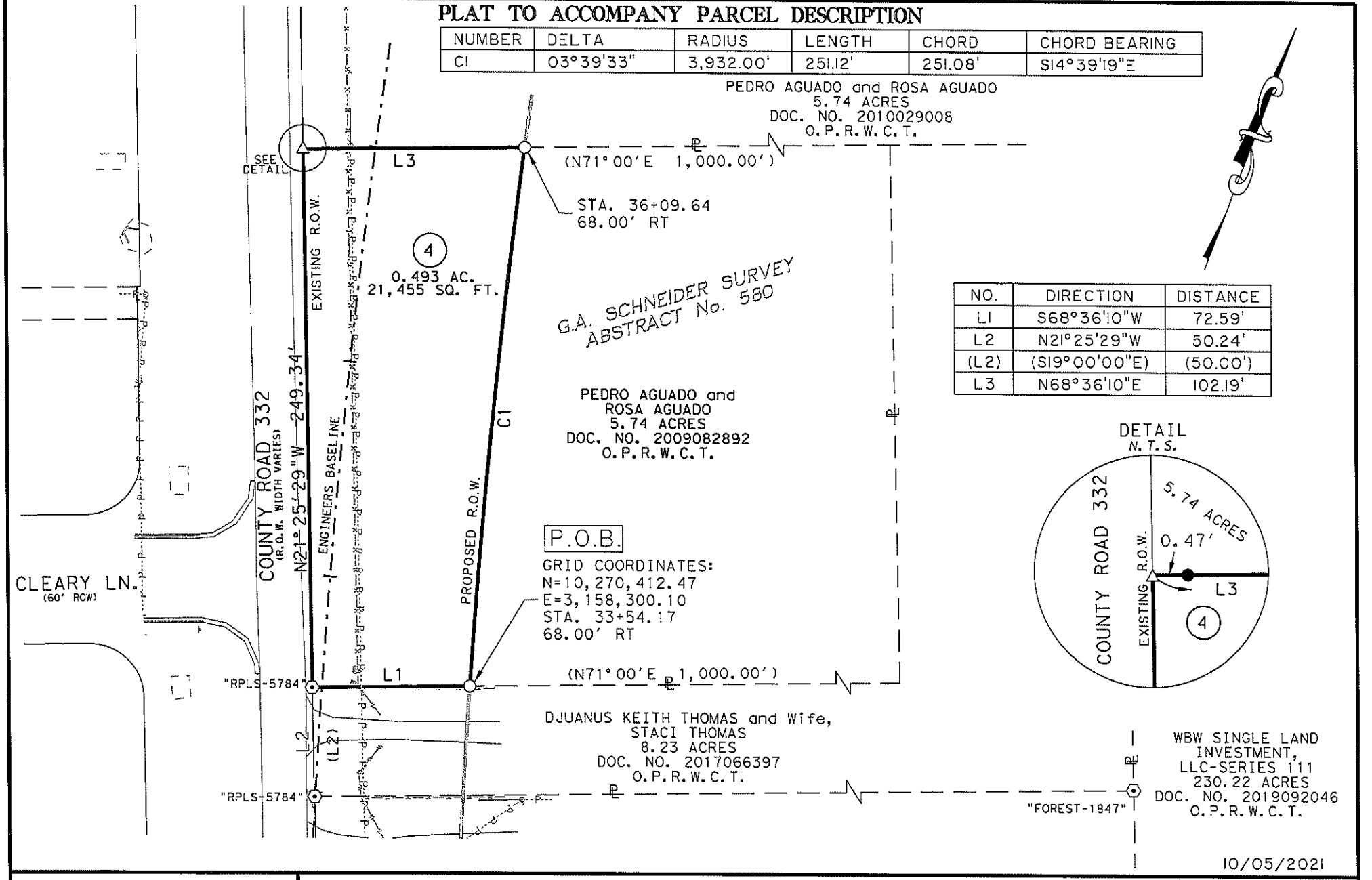
**PRELIMINARY**
This document shall not be recorded for any purpose.

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
S:/SEILER-LANKES/CR 332/PARCELS/PARCEL 4 AGUADO.doc

EXHIBIT " "

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

| NUMBER | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 03°39'33" | 3,932.00' | 251.12' | 251.08' | S14°39'19"E |




| NO. | DIRECTION | DISTANCE |
|---|---|---|
| L1 | S68°36'10"W | 72.59' |
| L2 | N21°25'29"W | 50.24' |
| (L2) | (S19°00'00"E) | (50.00') |
| L3 | N68°36'10"E | 102.19' |

DETAIL
N.T.S.




10/05/2021


INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00


PARCEL PLAT SHOWING PROPERTY OF

## PEDRO AGUADO and ROSA AGUADO

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 60' | COUNTY ROAD 332 | WILLIAMSON |

PARCEL 4
0.493 ACRES
21,455 Sq. Ft.



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EXHIBIT " "

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

| | |
|---|---|
| ○ | IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET |
| ⊙ | IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED |
| ● | 1/2" IRON ROD FOUND |
| △ | CALCULATED POINT |
| ▲ | MAG NAIL FOUND |
| ℄ | PROPERTY LINE |
| | DENOTES COMMON OWNERSHIP |
| | LINE BREAK |

| | |
|---|---|
| P.O.B. | POINT OF BEGINNING |
| ( ) | RECORD INFORMATION |
| P.R.W.C.T. | PLAT RECORDS WILLIAMSON COUNTY, TEXAS |
| D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |

1) All bearings shown hereon are based on Texas State Plane Coordinate System, NAD 83, Central Zone.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

**PRELIMINARY**
This document shall not be recorded for any purpose.

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

10/05/2021

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

## PEDRO AGUADO and ROSA AGUADO

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 60' | COUNTY ROAD 332 | WILLIAMSON |

PARCEL 4
0.492 ACRES
21,413 Sq. Ft.



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**EXHIBIT B**
**PROPERTY DESCRIPTION FOR PARCEL 5**

DESCRIPTION OF A 0.709 ACRE (30,901 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE G.A. SCHNEIDER SURVEY, ABSTRACT NO. 580 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.74 ACRES DESCRIBED IN GENERAL WARRANTY DEED TO PEDRO AGUADO AND ROSA AGUADO RECORDED IN DOCUMENT NO. 2010029008 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.709 ACRE (30,901 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933", having grid coordinates of N=10,270,904.56 E=3,158,184.95, set 68.00 feet right of C.R. 332 baseline station 38+65.82 in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 332 (variable width ROW), being the northerly boundary line of said 5.74 acre tract, same being the southerly boundary line of that called 99.47 acre tract of land described in Deed with Venders Lien to Emil J. Danek recorded in Volume 450, Page 605 of the Deed Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

**THENCE,** departing the southerly boundary line of said 99.47 acre tract, through the interior of said 5.74 acre tract, with said proposed ROW line the following 2 (two) courses:

1) **S 11°27'06"** E for a distance of **160.27** feet to an iron rod with aluminum cap stamped "ROW 4933", set 68.00 feet right of C.R. 332 baseline station 37+05.55 set, for a point of curvature to the left;

2) With said curve to the left having a radius of **3,932.00** feet, a delta angle of **01°22'26",** an arc length of **94.28** feet, and a chord which bears **S 12°08'19"** E, a distance of **94.28** feet to an iron rod with aluminum cap stamped "ROW 4933", set 68.00 feet right of C.R. 332 baseline station 36+09.64 set, in the southerly boundary line of said 5.75 acre tract, being the northerly boundary line of that called 5.74 acre tract described in General Warranty Deed to Pedro Aguado and Rosa Aguado recorded in Document No. 2009082892 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;

3) **THENCE,** departing said proposed ROW line, with said common boundary line **S 68°36'10" W,** at a distance of 101.72 feet pass a 1/2" iron rod found and continuing for a total distance of **102.19** feet to a calculated point in the existing easterly ROW line of C.R. 332 (variable width ROW), being the southwesterly corner of said 5.74 acre tract (Document No. 2010029008), same being the northwesterly corner of said 5.74 acre tract (Document No. 2009082892), for the southwesterly corner of the herein described parcel;

4) **THENCE,** departing said 5.74 acre tract (Document No. 2009082892), with said existing easterly ROW line, same being the westerly boundary line of said 5.74 acre tract (Document No. 2010029008), **N 21°25'29" W,** for a distance of **250.60** feet to 1/2" iron rod found, being the northwesterly corner of said 5.74 acre tract, same being the southwesterly corner of said 99.47 acre tract, for the northwesterly corner of the herein described parcel;

5) **THENCE,** departing said existing ROW line, with the common boundary line of the 5.74 acre tract and said 99.47 acre tract, **N 68°28'41" E,** for a distance of **145.16** feet to the **POINT OF BEGINNING**, containing 0.709 acres, (30,901 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

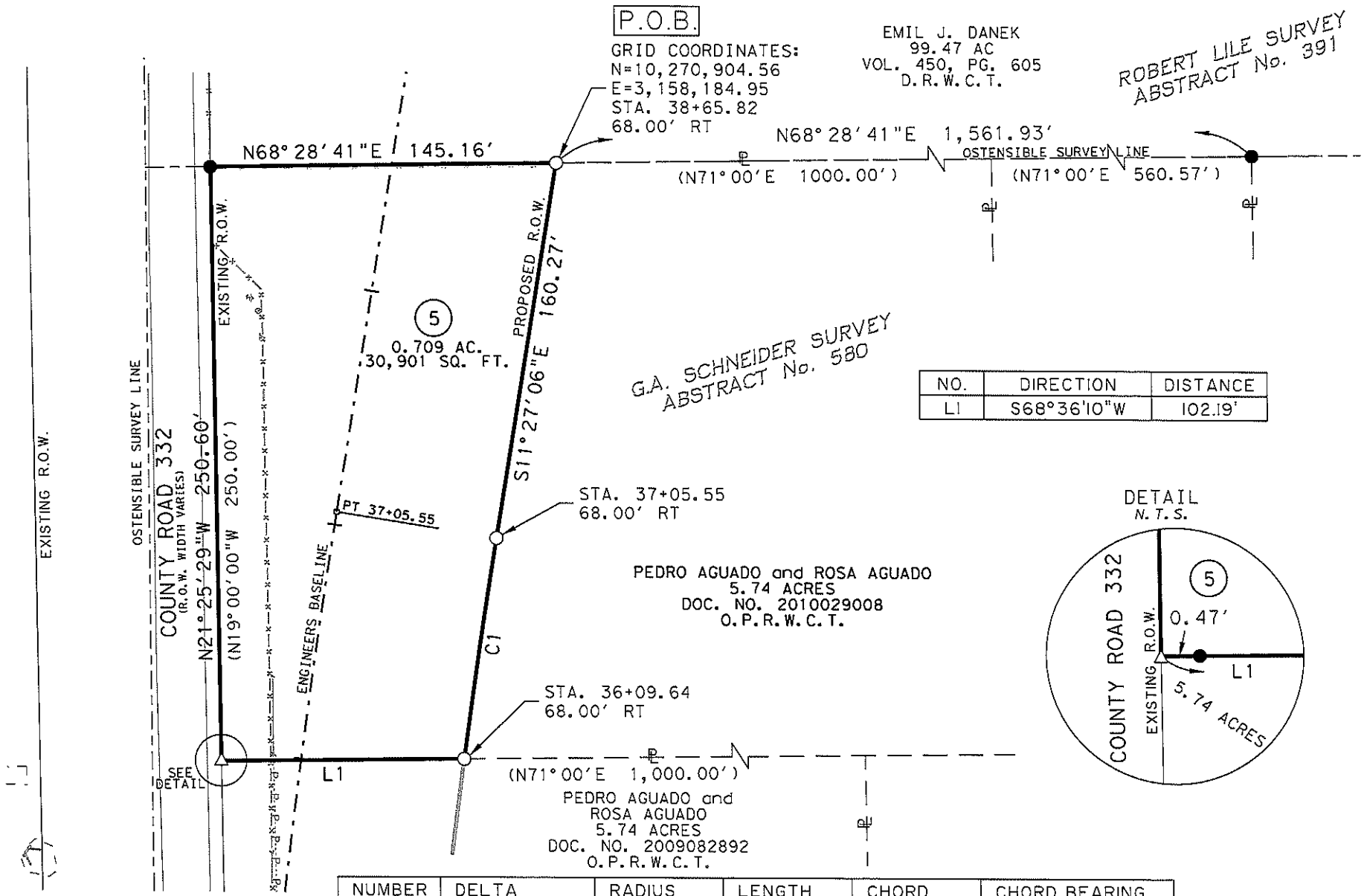
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
S:/SEILER-LANKES/CR 332/PARCELS/PARCEL 5 AGUADO.doc

PRELIMINARY
This document shall not be recorded for any purpose.

EXHIBIT

# PLAT TO ACCOMPANY PARCEL DESCRIPTION




| NO. | DIRECTION | DISTANCE |
|---|---|---|
| L1 | S68°36'10"W | 102.19' |

| NUMBER | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 01°22'26" | 3,932.00' | 94.28' | 94.28' | S12°08'19"E |

10/20/2021


INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00


PARCEL PLAT SHOWING PROPERTY OF

## PEDRO AGUADO and ROSA AGUADO

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 60' | COUNTY ROAD 332 | WILLIAMSON |

PARCEL 5
0.709 ACRES
30,901 Sq. Ft.



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EXHIBIT

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

| | |
|---|---|
| ○ | IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET |
| ⊙ | IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED |
| ● | 1/2" IRON ROD FOUND |
| △ | CALCULATED POINT |
| ▲ | MAG NAIL FOUND |
| ℄ | PROPERTY LINE |
| | DENOTES COMMON OWNERSHIP |
| | LINE BREAK |

| | |
|---|---|
| P.O.B. | POINT OF BEGINNING |
| ( ) | RECORD INFORMATION |
| P.R.W.C.T. | PLAT RECORDS WILLIAMSON COUNTY, TEXAS |
| D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |

1) All bearings shown hereon are based on Texas State Plane Coordinate System, NAD 83, Central Zone.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

**PRELIMINARY**
This document shall not be recorded for any purpose.

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

10/20/2021

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

## PEDRO AGUADO and ROSA AGUADO

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 60' | COUNTY ROAD 332 | WILLIAMSON |

PARCEL 5
0.709 ACRES
30,901 Sq. Ft.



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**Commissioners Court - Regular Session** **35.**

**Meeting Date:** 05/24/2022

CR 404 Resolution for Condemnation

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.279 acres required for the construction of County Road 404. (Estate of Tony Daniel Michalik/Parcel 11) Funding Source: Road Bonds P390

**Background**

## Fiscal Impact

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

## Attachments

Resolution

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 09:08 AM |
| Form Started By: Charlie Crossfield | | Started On: 05/18/2022 02:29 PM |
| Final Approval Date: 05/19/2022 | | |

**IN THE COMMISSIONERS' COURT**
**OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.279 acres (Parcel 11) described by metes and bounds in Exhibit "A" owned by **ESTATE OF TONY DANIEL MICHALIK** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 401 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

# EXHIBIT "A"



County: Williamson
Parcel No.: 11
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

August 6, 2021

## PROPERTY DESCRIPTION FOR PARCEL 11

DESCRIPTION OF A 0.279 ACRE (12,156 SQ. FT.) PARCEL OF LAND LOCATED IN THE H.Y.& B.R.R. CO. SURVEY NO. 7, ABSTRACT NO. 315, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 75 ACRE TRACT OF LAND, BEING THE WEST 1/2 OF A 150 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO TONY DANIEL MICHALIK, RECORDED OCTOBER 17, 1960 IN VOLUME 440, PAGE 579, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.279 ACRE (12,156 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 5/8-inch iron rod with a plastic cap stamped "BRYAN TECH SERVICES" found 68.85 feet left of County Road 404 (C.R. 404) Engineer's Centerline Station (E.C.S.) 228+30.41 on the existing north right-of-way line of C.R. 404, a variable width right-of-way, as described to Williamson County in Volume 361, Page 175, D.R.W.C.TX., for the southeast corner of a called 2.00 acre tract of land, described in a deed to Bethany Fritz Grissom and husband, Russel Lane Grissom, recorded in Document No. 2015010250, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being an interior corner of a remainder of a called 149.15 acre tract of land, described in a deed to Christopher Henry Fritz, a single person, recorded in Document No. 2017012204, O.P.R.W.C.TX., from which a 5/8-inch iron rod with a plastic cap stamped "BRYAN TECH SERVICES" found, for the northeast corner of said 2.00 acre tract bears N 07°49'03" E, a distance of 53.26 feet;

**THENCE**, with the existing north right-of-way line of said C.R. 404, the following two (2) courses and distances:

S 82°10'57" E, a distance of 117.25 feet to a calculated point, for the southwest corner of said 75 acre tract, same being the southeast corner of said remainder of a called 149.15 acre tract, and

S 82°23'06" E, a distance of 780.52 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,978.90, E=3,205,709.62) set 71.75 feet left of C.R. 404 E.C.S. 237+28.17 on the proposed west right-of-way line of C.R. 404, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

**THENCE**, departing the existing north right-of-way line of said C.R. 404, with the proposed west right-of-way line of said C.R. 404, over and across said 75 acre tract, the following three (3) courses and distances numbered 1-3:

1) N 07°27'37" E, a distance of 502.97 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 574.71 feet left of C.R. 404 E.C.S. 237+24.96, for an angle corner of the parcel described herein, said point being the beginning of a curve to the right,

2) With said curve to the right, an arc distance of 121.34 feet, through a central angle 02°20'13", having a radius of 2,975.00 feet, and a chord that bears N 08°37'43" E, a distance of 121.33 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 696.03 feet left of C.R. 404 E.C.S. 237+26.65, for the northwest corner of the parcel described herein, and

3) N 32°19'03" E, a distance of 50.24 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 741.75 feet left of C.R. 404 E.C.S. 237+47.48 on the existing west right-of-way line of Farm to Market Road 973 (F.M. 973), a 200 foot wide right-of-way, as depicted in CSJ No. 2295-01-007, dated 1992, described in Volume 1745, Page 823, D.R.W.C.TX., for the northeast corner of the parcel described herein, said point being the beginning of a curve to the left, from which a 1/2-inch iron rod found on the existing west right-of-way line of said F.M. 973 bears with a curve to the right, an arc distance of 1,744.39 feet, through a central angle 33°42'40", having a radius of 2,964.79 feet, and a chord bearing N 27°35'47" E, a distance of 1,719.34 feet;

**THENCE**, departing the proposed west right-of-way line of said C.R. 404, with the existing west right-of-way line of said F.M. 973, the following two (2) courses and distances numbered 4-5:

4) With said curve to the left, an arc distance of 170.40 feet, through a central angle 03°17'35", having a radius of 2,964.79 feet, and a chord that bears S 09°05'40" W, a distance of 170.38 feet to a Type I concrete monument found broken, for an angle corner of the parcel described herein, and

5) S 07°26'52" W, a distance of 499.60 feet to a calculated point on the existing north right-of-way line of said C.R. 404, for the southeast corner of said 75 acre tract and the parcel described herein;

INTENTIONALLY LEFT BLANK

**EXHIBIT "A"**



County: Williamson
Parcel No.: 11
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

August 6, 2021

6) **THENCE** N 82°23'06" W, departing the existing west right-of-way line of said F.M. 973, with the existing north right-of-way line of said C.R. 404, passing at a distance of 0.88 feet a Texas Department of Transportation (TXDOT) Type II bronze disk in concrete found and continuing for a total distance of 18.84 feet to the **POINT OF BEGINNING**, and containing 0.279 acres (12,156 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.

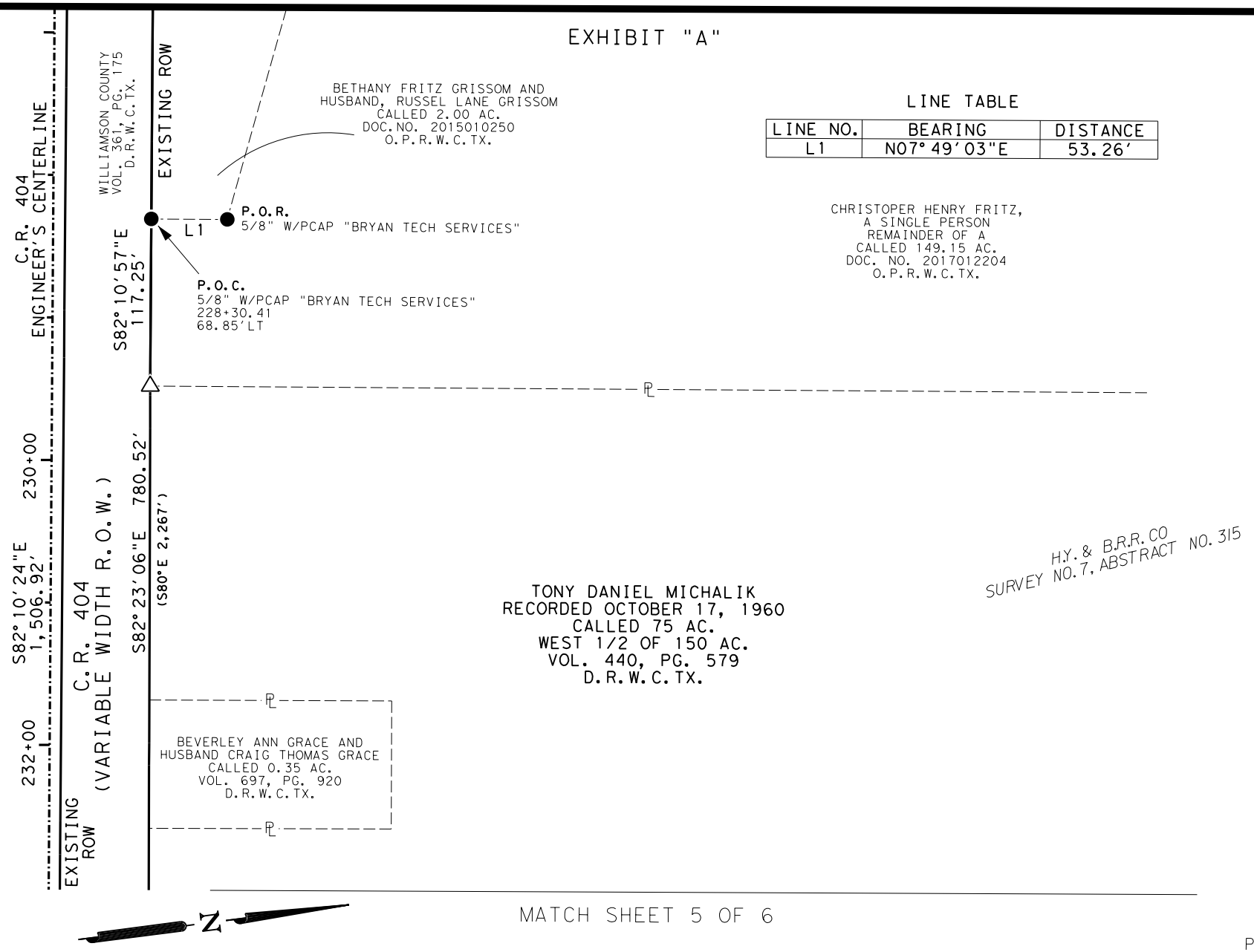
**Preliminary**

08/06/2021 3:01:20 PM

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

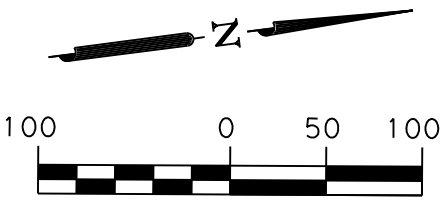
# EXHIBIT "A"




## LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L1 | N07°49'03"E | 53.26' |

MATCH SHEET 5 OF 6




GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS


REF. FIELD NOTE NO. 48935
FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\11\PLAT\00\P-11_1.dgn

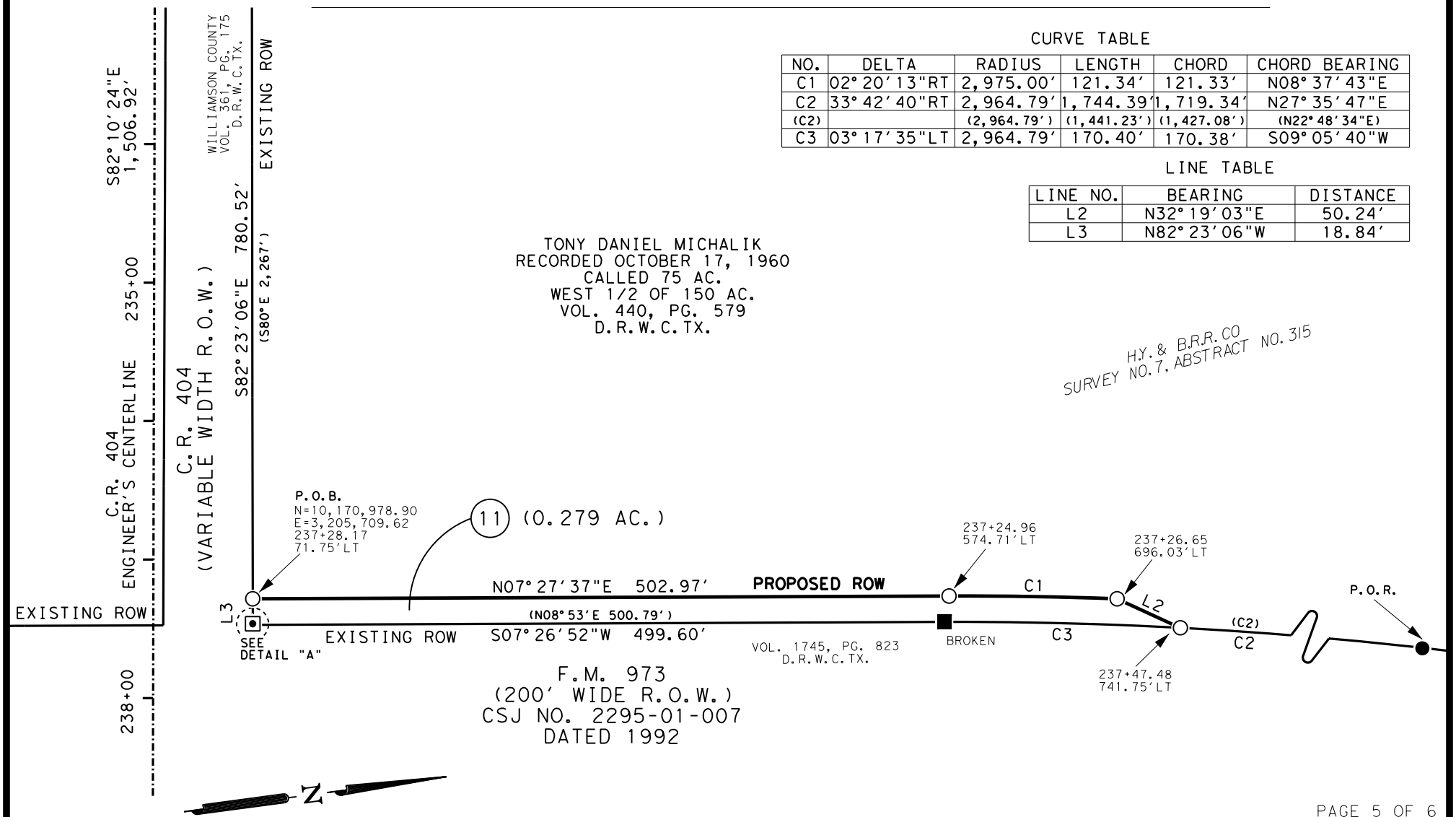
| EXISTING | 75.000 AC. | ACQUIRE | 0.279 AC. | REMAINING | 74.721 AC. LEFT |
|---|---|---|---|---|---|

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
TONY DANIEL MICHALIK
PARCEL 11
0.279 AC. (12,156 SQ. FT.)

# EXHIBIT "A"

MATCH SHEET 4 OF 6




CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 02°20'13"RT | 2,975.00' | 121.34' | 121.33' | N08°37'43"E |
| C2 | 33°42'40"RT | 2,964.79' | 1,744.39' | 1,719.34' | N27°35'47"E |
| (C2) | | (2,964.79') | (1,441.23') | (1,427.08') | (N22°48'34"E) |
| C3 | 03°17'35"LT | 2,964.79' | 170.40' | 170.38' | S09°05'40"W |

LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L2 | N32°19'03"E | 50.24' |
| L3 | N82°23'06"W | 18.84' |

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
(WILLIAMSON COUNTY), TEXAS



REF. FIELD NOTE NO. 48935

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\11\PLAT\00\P-11_2.dgn

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|---|---|---|---|---|---|

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SHOWING PROPERTY OF
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PARCEL 11
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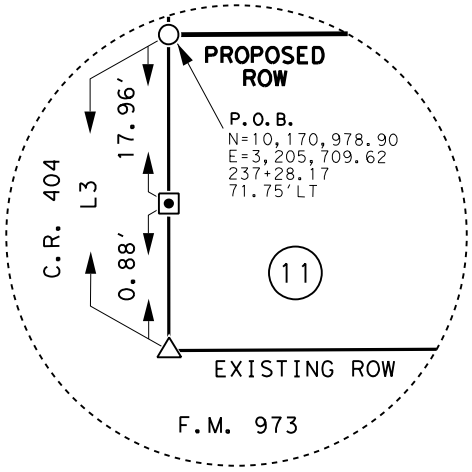
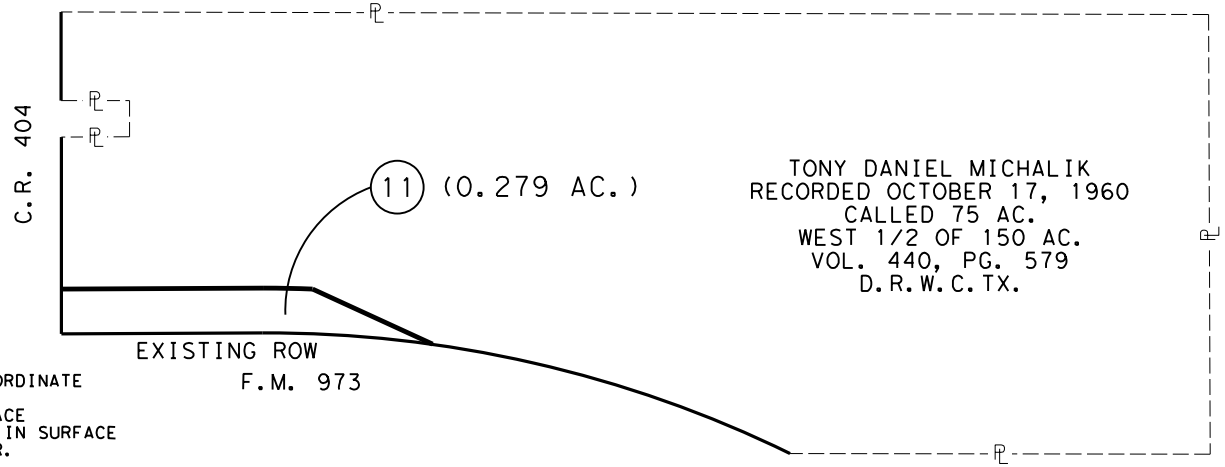
## LEGEND

| | |
|---|---|
| ○ | 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ⬡ | FENCE POST (TYPE NOTED) |
| ■ | TYPE I CONCRETE MONUMENT FOUND |
| ⊡ | TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND |
| ⊙ | 1/2" IRON PIPE FOUND UNLESS NOTED |
| ▲ | 80D NAIL FOUND |
| ⊕ | MAGNAIL FOUND |
| ◎ | SPINDLE FOUND |
| ✖ | RAILROAD TIE |
| △ | CALCULATED POINT |
| ℄ | 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) |

# EXHIBIT "A"




DETAIL "A"
NOT TO SCALE




NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 404 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2021.
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.

**Preliminary**

08/06/2021 3:01:27 PM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE



REF. FIELD NOTE NO. 48935

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
TONY DANIEL MICHALIK
PARCEL 11
0.279 AC. (12,156 SQ. FT.)

**Meeting Date:** 05/24/2022
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 332
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 Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
h) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of right-of-way for Hero Way.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of right of way for Corridor E.
v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.

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
g) Discuss the sale of 106 Dana Drive, Hutto, Texas
h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

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
D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 08:53 AM |
| Form Started By: Charlie Crossfield | | Started On: 05/18/2022 02:31 PM |
| Final Approval Date: 05/19/2022 | | |

**Commissioners Court - Regular Session** **37.**

**Meeting Date:** 05/24/2022

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: Business prospect(s) that may locate or expand within Williamson County.

a) Project Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis
h) Project Crystal Lagoon
i) Project Phantom
j) Project World

### Background

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 05/19/2022 08:54 AM |
| Form Started By: Charlie Crossfield | | Started On: 05/18/2022 02:32 PM |
| Final Approval Date: 05/19/2022 | | |