NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
October 4, 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 acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 09/01/2022 through 09/30/2022.

4. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 09/01/2022 through 09/30/2022.

5. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 09/01/2022 through 09/30/2022.

6. Discuss, consider and take appropriate action regarding acceptance of donation in the amount of $3,000.00 from McCreary, Veselka, Bragg & Allen, PC pursuant to Tex. Gov't Code 81.032.

7. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, August 2022 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

8. Discuss, consider and take appropriate action for Veteran Services to pursue a grant with the Texas Veterans Commission which will assist Veterans in Williamson County who are in need of emergency financial assistance and are unable to physically drive themselves to their VA appointments.

9. Discuss, consider and take appropriate action on approving the renewal agreements (agreement #202316) between WINTECH, LLC and Williamson County for annual Alice Receptionist Enterprise Software for the two systems being used, for a three (3) year contract for $5,089.80 to be paid each year for the unit located in the downstairs office, and $5,617.80 to be paid each year for the unit located in the upstairs office, for a total of $32,122.80 for three (3) years, under Texas Gov't Code 262.024(a)(7)(D) [Captive Replacement Parts or Component for Equipment], and authorizing the execution of the agreement.

10. Discuss, consider and take appropriate action on awarding RFP #22RFP123 Williamson County Branding to the highest scoring proposer, Slate Communications, LLC in the not-to-exceed amount of $39,760.00 and authorizing execution of the agreement.

11. Discuss, consider, and take appropriate action on approving the Estimate and Amendment #202315, between Williamson County and Spray Master Technologies for a disinfecting pump system and chemicals, for the total amount of $12,000.00 and exempt the purchase under Texas Local Government Code 262.024(a)(7)(D); captive replacement parts or components for equipment.

12. Discuss, consider, and take appropriate action on extending the Professional Services Agreement #202309, with Adam Barta, M.D. for Medical Services at the Williamson County Jail for the annual amount of $96,509.40 for the term of October 1, 2022 - September 30, 2023, and exempting this service from competitive bidding requirements as per Texas Local Government Code Sec. 2254.002 (2)(A)(v) Medicine, and authorizing the execution of the agreement.

13. Discuss, consider, and take appropriate action on awarding RFP #22RFP135 Construction Manager at Risk (CMAR) Juvenile Justice Center to SpawGlass Contractors, Inc. and authorize the execution of the agreement. Funding Source is P578.

14. Discuss, consider, and take appropriate action on approving a Professional Services Agreement (PSA) through RFQ T2086 for Materials Testing at River Ranch to the most qualified firm, Terracon Consultants, Inc., in the amount up to $28,809.00 and authorize execution of the agreement. Funding Source is P315.

15. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed bids for Bulk Fuel under Solicitation #22RFP153.

16. Discuss, consider and take appropriate action on an Agreement with Aqua Utilities, Inc. regarding reimbursement for water line relocations associated with the County’s roadway improvements of San Gabriel Ranch Road and Remuda Drive.

17. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Tree Limb Chipping Services, under IFB #22IFB151.

18. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Aggregates for Surface Treatment Grades 3, 5, FS, under IFB #22IFB152.

19. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 8 under Williamson County Contract between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Drainage Improvements on CR 130 from FM 1660 to CR 131. This supplemental is to extend the expiration date to September 30, 2023 and increase the maximum amount payable to $199,616.00. Funding source: 01.0200.0210.004100.

20. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 5 under Williamson County Contract between KC Engineering Inc. and Williamson County dated March 24, 2020 for Engineering Redesign Services for CR 307 Reconstruction. This supplemental is to increase the maximum amount payable to $141,465.00. Funding source: P394.

21. Discuss, consider and take appropriate action on approval of the final plat for the Hutto 130 at 138 subdivision – Precinct 4.

REGULAR AGENDA

22. Discuss and take appropriate action to proclaim October 2-8, 2022, as National 4-H Week in Williamson County. Presentation by Williamson County 4-H members.

23. Discuss, consider and take appropriate action on resolution and naming the month of October 2022 as "Breast Cancer Awareness Month" in Williamson County.

24. Discuss, consider and take appropriate action on a Contract in the Public Interest between Williamson County and the Williamson County Economic Development, Inc. to assist with further enhancing and developing an economic development program for the entities of the Williamson County Economic Development Partnership, Inc.

25. Discuss, consider, and take appropriate action on the procurement of Property/Casualty & Worker's Compensation Insurance through Broker of Record McGriff Insurance Services under RFP #22RFP79 for a total amount of up to $5,230,422.00 for the term October 1, 2022 through October 1, 2023.

26. Discuss, consider and take appropriate action regarding resolution relating to a public hearing approving financing by the Tarrant County Cultural Education Facilities Finance Corporation for the purpose of financing certain health facilities located within the boundaries of Williamson County, Texas for the benefit of Baylor Scott & White Holdings in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County.)

27. Discuss, consider and take appropriate action approving issuance of a Notice of General Election to be used for the elections to be held November 8, 2022.

28. Discuss, consider and take appropriate action on approving the Interlocal Cooperation Contract #2022235, between Williamson County and Department of Public Safety (DPS) for Crime Laboratory Services, for a four (4) year term, not-to-not-exceed $1,434,228.23 and authorizing the execution of the agreement.

29. Discuss, consider and take appropriate action on a Development Agreement with 12 Oaks Village, LP and Kauffman Multifamily Partners, LLC.

30. Discuss, consider and take appropriate action regarding the temporary closings of CR 139, CR 469, CR 472, and CR 478 for replacement of cross culverts.

31. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $73,007.39 for Project T3346 Southeast Loop Phase 1 (James Construction Group) P: 463 Funding Source: Road Bond.

32. Discuss, consider, and take appropriate action regarding Change Order No. 11 in the amount of ($9,248.75) for Project 1809-261 CR 110 Middle (James Construction Group) P: 261 Funding Source: Road Bond.

33. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $214,351.37 for Project 22IFB57 CR 401 Reconstruction (James Construction Group, LLC) P: 390c Funding Source: Road Bond.

34. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $5,000 for Project 21IFB15 Thrall Project (S. Bounds Street) (Chasco Constructors) P: 374 Funding Source: Road Bond.

35. Discuss, consider, and take appropriate action regarding Change Order No. 13 in the amount of $371.75 for Project 1812-282 Seward Junction Improvements (Jordan Foster Construction) P: 271, P274 Funding Source: Road Bond.

36. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the Ronald Reagan Widening project contract between Williamson County and CP&Y, Inc. relating to the 2019 Road Bond Program. Project: P336 Fund Source: Road Bonds

37. Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the Utility Coordination/Relocation Services contract between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Corridor and Road Bond Programs. Project: On-Call. Fund Source: Corridor & Road Bonds.

38. Discuss, consider, and take appropriate action on approving a 2019 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer $1,500,000 from P399 (2019 Road Bond Non-Departmental) to P390 (CR 401/CR 404 Improvements) and $6,000,000 from P399 (2019 Road Bond Non-Departmental) to P277 (CR 258).

39. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 10.32 acres required for the construction of Southeast Loop Segment 2 (Alex Vacle Gola Sr./Parcel 34) Funding Source: TANS P588

40. Discuss, consider and take appropriate action on a real estate contract with Donald G. Lee and Katherine S. Lee for 0.597 acres of ROW and 0.012 acres for a temporary construction easement needed on Southeast Loop Segment 2. (Parcel 38) Funding Source: TANS P588

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)."

41. 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.

42. 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
k) Project Mellencamp

43. 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-00049-LY; 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 v. Purdue Pharma, LP, et al.; In the 368th Judicial District Court of Williamson County, Texas, and related lawsuits
3. Civil Action No. 1:20-cv-00842-RP; 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-00074-LY; 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-LY; 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-RP; Imani Nembhard v. Williamson County, Texas, 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-00374-RP; Gary Watsky v. Williamson County, Texas, and 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-00480-RP; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:21-cv-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
11. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
12. Civil Action No. 1:21-cv-00834-RP; Skylar Leal v. Williamson County, Texas and Lorenzo Hernandez Jr.; In the United States District Court for the Western District of Texas, Austin Division
13. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
14. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
15. 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
16. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court of Travis County, Texas
17. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney v. AHFC Pecan Park PSH Non-Profit Corporation, et al.; In the 368th Judicial District Court of Williamson County, Texas
18. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
19. Cause No. 22-1152-C425; Catherine Johnston v. Bill Gravell, Williamson County Judge, et

al.; In the 425th Judicial District Court of Williamson County, Texas
20. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
21. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
22. Cause No. 3SC-22-0147; Debora Garcia-Valentin and Ariel Valentin v. Williamson County Animal Shelter; In the Justice Court, Precinct Three, of Williamson County, Texas

c. EEOC/TWC matters:

d. Claims:

e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
2. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
3. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
4. Legal matters relating to Application of Bryan I. Klepzig for a new Municipal Solid Waste Registration Compost Facility in Williamson County, Texas; Proposed Registration No. 42045.
5. Legal matters pertaining to DM Medical Billings, LLC

44. 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).

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

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

REGULAR AGENDA (continued)

47. Discuss and take appropriate action concerning economic development.

48. Discuss and take appropriate action concerning real estate.

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

a. 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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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
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8. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and 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-00480-RP; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
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19. Cause No. 22-1152-C425; Catherine Johnston v. Bill Gravell, Williamson County Judge, et al.; In the 425th Judicial District Court of Williamson County, Texas
20. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
21. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
22. Cause No. 3SC-22-0147; Debora Garcia-Valentin and Ariel Valentin v. Williamson County Animal Shelter; In the Justice Court, Precinct Three, of Williamson County, Texas

c. EEOC/TWC matters:

d. Claims:

e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
2. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
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303.042(f) of the Texas Local Government Code.
4. Legal matters relating to Application of Bryan I. Klepzig for a new Municipal Solid Waste Registration Compost Facility in Williamson County, Texas; Proposed Registration No. 42045.
5. Legal matters pertaining to DM Medical Billings, LLC

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

51. Comments from Commissioners.

52. 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.

_____
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 29th day of September 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: 10/04/2022

Assets for Auction Monthly Report 10.5.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 09/01/2022 through 09/30/2022.

Background

Please see the attached report for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction Monthly Report 10.4.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/29/2022 09:39 AM
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:30 AM
Form Started By: Mary Watson		Started On: 09/15/2022 09:41 AM
Final Approval Date: 09/29/2022		

"September 2022 Monthly Report **Court Date:** 10/4/2022

Williamson County - Assets for Auction

Agenda #: 30150

Item	Serial Number	Quantity	Department
Dell Latitude 5290 2 in 1	2KT7QQ2	1	911 Communications
Box of miscellaneous PC cables, AV cables		1	911 Communications
Juniper Model SSG-140-SH Network Firewall	185072010000520	1	911 Communications
HP Pro Curve Switch Model 2610	See List	4	911 Communications
HP Pro Curve Switch Model 2626	See List	3	911 Communications
HP PX849A Monitor		1	911 Communications
Fortinet Switch Model FG-100D	FG100D3G17806783	1	911 Communications
HP ProLiant DL-360 Gen 9 Rack Server	MXQ75006YF, MXQ750056B	2	911 Communications
Dell PowerEdge R320 Rack Server	CJKGR52, FCGBR52	2	911 Communications
HP Proliant ML350e Server	2M23270452	1	911 Communications
Dell Latitude Model 3400 Laptop	Oracle ID 224294	1	911 Communications
Dell Monitors 17" Obsolete		2	Animal Shelter
Dell Laptop Latitude type unknown tag 8617	G66D662	1	Animal Shelter
Dell Laptop Latitude E6540	D87FK12	1	Animal Shelter
Dell Laptop Latitude E6540	CMY9F12	1	Animal Shelter
Dell Laptop Latitude E6520	44K1HV1	1	Animal Shelter
Dell Monitors 19" Obsolete		4	Animal Shelter
Dell OpitPlex 9010	See List	7	Central Tx. Treatment Center
Boxes of Cat 5e network cables		5	Central Tx. Treatment Center
Box of misc Cat 5 e patch cables		1	Central Tx. Treatment Center
Analog IR CCTV camera w/swivel mount CD700W	10288227088	1	Constable 2
Black CCTV analog dome camera BLKCPD206VH2	2.06E+10	1	Constable 2
Ultratrak CCTV analog dome camera KD5KA40000	L3066144	1	Constable 2
EIA CCTV analog dome camera 280U	C7112541	1	Constable 2
CCTV analog cameras lens		3	Constable 2
Ultak DuraCam CCTV analog corner camera	M1050028	1	Constable 2
HITRON CCTV Vandal Resistant Flush Mount	M1080062	1	Constable 2
Switching power supply 12V for CCTV cameras	12V500MARS	9	Constable 2
AV cables for analog CCTV cameras		9	Constable 2
Alibi 16 channel 1080p HDTV analog IP Security Camera DVR		1	Constable 2
Ademco quad 4 camera analog video processor	AQC30	1	Constable 2
Super circuits analog color dome security camera	CD14	2	Constable 2
Hitron analog security camera w/computer 8.5mm lens		1	Constable 2
Alibi analgo CCTV camera ALI-CS1080P	508953497	1	Constable 2
Victor Technology Printing Calculator 1212-2	05G00290	1	Constable 2
HON Desk Return Model 1022 Honey Oak	FAUZ 1	1	Constable 2
Dell Monitors		5	County Attorney
2 drawer wooden filing cabinet		1	County Attorney
White bookshelf		1	County Attorney
Dell OptiPlex 7060	1VRMMR2	1	County Attorney
Dell Latitude 5590	B0RZHR2	1	County Attorney
Monitors		9	County Attorney
Manual Desk Riser		1	County Attorney
Monitirs ACER AL 1914 V223W X221W	See List	3	CSCD - State Purchased
Monitirs Hanns g HL229DPB AOC 270LM00005	2327B3AT029418 AGSG59A002499	2	CSCD - State Purchased
PC Acer veriton X275, Dell Optiplex 7010	See List	2	CSCD - State Purchased
Laptops Acer AIC70	LXRL7020181320126F6500	1	CSCD - State Purchased
Telephone Avaya 9641G	15N52135217	1	CSCD - State Purchased
Printers Brother MFC L2700DW	See List	3	CSCD - State Purchased
Printers Brother DCP L5500DN	U64188F6N242201	1	CSCD - State Purchased
Printers Brother DCP 8110DN	See List	2	CSCD - State Purchased
Printers Brother CDP L2540DW	See List	2	CSCD - State Purchased
Printers Brother HL 5240	U61443G7J173502	1	CSCD - State Purchased
Dell WYSE thin client 5040 AIOs	See List	4	Emergency Management
Dell WYSE think client 50'0 Dx0D	See List	4	Emergency Management
Stryker stair chair 6252	80640883	1	Emergency Med Services
Stryker stair chair 6252	80640884	1	Emergency Med Services
Stryker stair chair 6252	80640881	1	Emergency Med Services

Stryker stair chair 6252	80640882	1	Emergency Med Services
Wesco Pallet Jack	Wilco #3888	1	Emergency Med Services
Dell OptiPlex 7070	7WTDPY2	1	Health District - County Purchased
Dell OptiPlex 7070	7WSCPY2	1	Health District - County Purchased
Dell E5570	2ZM7VD2	1	Health District - County Purchased
Dell Monitors		6	Health District - County Purchased
Blue Fabric desk chairs - no arms		2	Health District - County Purchased
Brown Bookshelf with 5 shelves		1	Health District - State Purchased
Large wooden desk/side desk table-2 drawers		1	Human Resources
Overdesk storage Hutch		1	Human Resources
Wooden Bookcase		1	Human Resources
Wooden side desk table with 2 drawers		1	Human Resources
Wooden two drawer Credenza style filing cabinet		1	Human Resources
Conference Room Table		1	Human Resources
Small metal cabinet w/door and two shelves		1	Human Resources
Vari-Desk standing desk converter		1	Human Resources
Monitor stand		2	Human Resources
Dell Latitude 5580 Laptop	See List	3	Human Resources
Dell Latitude 5289 Laptop	DYSXMH2	1	Human Resources
Dell Monitor P170sb with stand	MX0D2TM27426229A136L	1	Human Resources
1 - Gallon plastic bottles		28	Mobile Outreach
Havis Computer Tray	28950-0368	1	Mobile Outreach
Laminator Model H340HS	W59107B Fellowes Saturn 3:125	1	Parks
Laminator, Small LS115	LS115 310506005	1	Parks
Dell Laptop #2916	C18W702 return to IT	1	Parks
Dell Desktop	2918, 29PPGL2	1	Parks
POS P05 with printer	5330	1	Parks
Coin counters to roll coins		5	Parks
Various cords for computers, monitors,devices		7	Parks
2 Trail phones	Nokia 2600	2	Parks
Mifi for Trail phones	Jetpack Verizon Mifi8800L	1	Parks
Wireless keyboard, card swipte, & head set		2	Parks
HTK A&B containers & bill stacker with keys		9	Parks
HTK Bill Stackers		3	Parks
Monitor		1	Parks
Smart-UPS battery backup		2	Parks
HTK thermal printer for HTK machine		7	Parks
Round wood table		1	Sheriff's Office
Wood/Metal folding table		2	Sheriff's Office
Fire King filing cabinets		4	Sheriff's Office
Black desk chair		3	Sheriff's Office
Gray desk chair		2	Sheriff's Office
Dell 24" Monitor	D63RJ43	1	Sheriff's Office
Dell 24" Monitor	G888YS2	1	Sheriff's Office
Dell OptiPlex 760	8NBNHK1	1	Sheriff's Office
Dell OptiPlex 5040	231ZBH2	1	Sheriff's Office
Red desk chair		4	Sheriff's Office
Green desk chair		1	Sheriff's Office
Brown guest dairy		1	Sheriff's Office
Tall wood book case		2	Sheriff's Office
Small wood book case		2	Sheriff's Office
Gray metal storage cabinet		1	Sheriff's Office
Dry erase boards		3	Sheriff's Office
Cork board		1	Sheriff's Office
Wood shelving		2	Sheriff's Office
Wood side table		1	Sheriff's Office
Wood cart		1	Sheriff's Office
Wood storage cabinet		1	Sheriff's Office
Black desk chair		1	Sheriff's Office
Small tables		2	Sheriff's Office
OptiPlex 7040	3056DD2	1	Sheriff's Office
OptiPlex 5040	2320CH2	1	Sheriff's Office

Wireless keyboard/mouse		1	Sheriff's Office
Dell Computer monitor		1	Sheriff's Office
Wood desks		3	Sheriff's Office
Wood / Metal Desks		9	Sheriff's Office
Wood bookcases		4	Sheriff's Office
Hutch		1	Sheriff's Office
Credenza		1	Sheriff's Office
Black bookshelf		2	Sheriff's Office
Brown shelfing unit		1	Sheriff's Office
Printer Pixma MG 2500		1	Veteran Services
Dell Speakers		1	Veteran Services
Tan Tll 4 drawer file cabinet		1	Veteran Services
Fujitsu Scanner FI7160	A36DC81188	1	Veteran Services
Dell Monitor - Nov 2017	G470C52, 9470C52	2	Veteran Services
Dell Laptop Latitude 5580 2017	B6Q5Ph2	1	Veteran Services
Dell Laptop Latitude 5590 2019	61VoPv2	1	Veteran Services
Dell Key Boards		2	Veteran Services
Logitech Key boards		3	Veteran Services
LG Monitor 2007 L196WTQ	703K6JK20988	1	Veteran Services

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 26-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	HP ProLiant DL-360 Gen 9 Rack Server
1. Manufacturer ID #:	MXQ75006YF, MXQ750056B
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Dell PowerEdge R320 Rack Server
2. Manufacturer ID #:	CJKGR52, FCGBR52
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	HP Proliant ML350e Server
3. Manufacturer ID #:	2M23270452
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Thomas Piche 9/26/2022 2:39 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 26-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude Model 3400 Laptop
1. Manufacturer ID #:	Oracle ID 224294 (dell st 224294)
1. Oracle Asset #:	224294
1. Condition of Assets:	Unknown
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Thomas Piche 9/26/2022 2:40 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 13-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5290 2-in-1
1. Manufacturer ID #:	2KT7QQ2 (County Asset # 210947)
1. Oracle Asset #:	210947
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Box of miscellaneous PC cables, AV cables
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Unknown
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Thomas Piche 9/13/2022 3:20 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 26-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Juniper Model SSG-140-SH Network Firewall
1. Manufacturer ID #:	0185072010000520
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	4
2. Description:	HP Pro Curve Switch Model 2610
2. Manufacturer ID #:	CN217ZT176, CN215ZU01J, CN215ZU005,CN215ZU06T
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	3
3. Description:	HP Pro Curve Switch Model 2626
3. Manufacturer ID #:	CN709SE36X, CN645SE0TX,CN645SE14R
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	HP PX849A Monitor
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Fortinet Switch Model FG-100D
5. Manufacturer ID #	FG100D3G17806783
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Thomas Piche 9/26/2022 2:40 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|lgunter@wilco.org - 24-05-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	DELL monitors 17" Obsolete
1. Manufacturer ID #:	UK
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Animal Services
Transferring Dept. Contact Person	Linda Gunter
Transferring Dept. Contact Ph#:	5129433567
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Linda Gunter 5/24/2022 12:42 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|lgunter@wilco.org - 24-05-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL Laptop Latitude type unknown WIlco Asset tag 8617
1. Manufacturer ID #:	G66D662
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL Laptop Latitude E6540
2. Manufacturer ID #:	D87FK12
2. Oracle Asset #:	114234
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL Laptop Latitude E6540
3. Manufacturer ID #:	CMY9F12
3. Oracle Asset #:	87196
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL Laptop Latitude E6520
4. Manufacturer ID #:	44K1HV1
4. Oracle Asset #:	65118
4. Condition of Assets:	Working
5. Quantity (Mandatory):	4
5. Description	DELL Monitors 19" Obsolete
5. Manufacturer ID #	UK
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Animal Services
Transferring Dept. Contact Person	Linda Gunter

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5129433567
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Linda Gunter 5/24/2022 12:39 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 14-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	Dell OptiPlex 9010
1. Manufacturer ID #:	DZ0T8Y1, DZ7W8Y1, DZ2VSY1, 76NS7Y1, DZ4V8Y1, 61VQ8Y1, DYYW8Y1
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	5
2. Description:	Boxes of Cat 5e network cable
2. Manufacturer ID #:	n/a
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Box of Misc Cat 5e patch cables
3. Manufacturer ID #:	n/a
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	Central Texas Treatment Center
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa Ramos 9/14/2022 4:19 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 13-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Analog IR CCTV camera with swivel mount Model CD700W
1. Manufacturer ID #:	S/N 010288227088
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	BLACK CCTV Analog Dome Camera Model BLK-CPD206VH2
2. Manufacturer ID #:	S/N 20612110102
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	ULTRATRAK CCTV Analog dome camera Model KD5KA40000
3. Manufacturer ID #:	S/N L3066144
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	EIA CCTV Analog dome camera Model 280U
4. Manufacturer ID #:	S/N C7112541
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	3
5. Description	CCTV Analog camera lens - unknown manufacturer or model
5. Manufacturer ID #	No S/N found
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 9/13/2022 1:56 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 13-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	ULTRAK DuraCam CCTV Analog corner camera Model VK74C36S
1. Manufacturer ID #:	S/N M1050028
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	HITRON CCTV Vandal Resistant Flush Mount Model HDH101CG
2. Manufacturer ID #:	S/N M1070062
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	9
3. Description:	Switching Power Supply 12V for CCTV Analog cameras
3. Manufacturer ID #:	Model 12V500MARS
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	9
4. Description:	AV Cables for Analog CCTV Cameras
4. Condition of Assets:	Unknown
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 9/13/2022 2:27 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 13-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Alibi 16-Channel 1080p HD-TV Analog IP Security Camera DVR,
1. Manufacturer ID #:	ALI-HVR5016H / WILCO ASSET NUMBER 5030
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	ADEMCO quad 4 camera analog video processor for CCTV
2. Manufacturer ID #:	AQC30
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	SUPER CIRCUITS Analog color dome security camera
3. Manufacturer ID #:	CD14
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	HiTron Analog Security Camera w/Computar 8.5mm lens
4. Manufacturer ID #:	None
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	ALIBI Analog CCTV camera Model ALI-CS1080P w/SENKO ADL lens
5. Manufacturer ID #	S/N 508953497
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 9/13/2022 1:42 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 15-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Victor Technology Printing Calculator Model 1212-2
1. Manufacturer ID #:	S/N 05G00290
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HON Desk Return Model 1022 Honey Oak
2. Manufacturer ID #:	S/N FAUZ 1 Date of Manufacture 02/1993
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	William Beechinor
Transferring Dept. Contact Ph#:	5122604270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William Beechinor 9/15/2022 11:24 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 30-08-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Dell monitors
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 8/30/2022 5:18 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	9/13/2022

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 23-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2 drawer wooden filing cabinet
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	White bookshelf
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 9/23/2022 3:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|roxanne.salone@wilco.org - 15-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7060
1. Manufacturer ID #:	1VRMMR2
1. Oracle Asset #:	214998
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5590
2. Manufacturer ID #:	B0RZHR2
2. Oracle Asset #:	215002
2. Condition of Assets:	Working
3. Quantity (Mandatory):	9
3. Description:	Monitors
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Manual Desk Riser
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Nathan Zinsmeyer
Transferring Dept. Contact Ph#:	512-943-1561
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Kiley 9/27/2022 8:36 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|renee.saucedo@wilco.org - 22-08-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	MONITORS- ACER AL1914, V223W, X221W
1. Manufacturer ID #:	ETL230220452700776ED55, ETLBQ0C0118181A3C14010, ETL980B029710069F33910
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	MONITIRS- HANNS-G HL229DPB; AOC 270LM00005
2. Manufacturer ID #:	2327B3AT029418; AGSG59A002499
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	PC- ACER VERITON X275; DELL OPTIPLEX7010
3. Manufacturer ID #:	PSVAM0303212107ABD9203, 00186-248-625-952
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	LAPTOPS- ACER AIC70
4. Manufacturer ID #:	LXRL7020181320126F6500
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	TELEPHONE- AVAYA 9641G
5. Manufacturer ID #	15N52135217
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Kathy Blankenship

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5129433500
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa Ramos 9/14/2022 11:12 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|renee.saucedo@wilco.org - 22-08-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	PRINTERS- BROTHER MFC-L2700DW
1. Manufacturer ID #:	U633887H5N583767, U63887H5N583776, U63087D5N149487
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	PRINTERS- BROTHER DCP-L5500DN
2. Manufacturer ID #:	U64188F6N242201
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	PRINTERS- BROTHER DCP-8110DN
3. Manufacturer ID #:	U63084F5N193518, U63084F5N193532
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	PRINTERS- BROTHER DCP-L2540DW
4. Manufacturer ID #:	U63885H5N594707, U63885H5N594842
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	PRINTERS- BROTHER HL-5240
5. Manufacturer ID #	U61443G7J173502
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Kathy Blankenship

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5129433500
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ melissa ramos 9/14/2022 11:12 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 14-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Dell WYSE Thin Client 5040 AIOs
1. Manufacturer ID #:	7THM6J2, 7SZJ6J2, 7TJK6J2, 75YK6J2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	4
2. Description:	Dell WYSE Think Client 50`0 Dx0D
2. Manufacturer ID #:	GXFT6J2, GY1T6J2, GXHR6J2, GY4S6J2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
Transferring Dept.:	Emergency Management
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	5126309650
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ MICHAEL D SHOE 9/15/2022 11:22 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 08-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	STRYKER STAIR CHAIR 6252
1. Manufacturer ID #:	SERIAL # 080640883 WILCO # 13663
1. Oracle Asset #:	46930
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	STRYKER STAIR CHAIR 6252
2. Manufacturer ID #:	SERIAL # 080640884 WILCO # 8722
2. Oracle Asset #:	46931
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	STRYKER STAIR CHAIR 6252
3. Manufacturer ID #:	SERIAL # 080640881 WILCO # 1806
3. Oracle Asset #:	46933
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	STRYKER STAIR CHAIR 6252
4. Manufacturer ID #:	SERIAL # 080640882 WILCO # 1050
4. Oracle Asset #:	46932
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	WESCO PALLET JACK
5. Manufacturer ID #	WILCO # 3888
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Mike Knipstein 9/8/2022 11:27 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 31-08-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7070
1. Manufacturer ID #:	7WTDPY2
1. Oracle Asset #:	227119
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7070
2. Manufacturer ID #:	7WSCPY2
2. Oracle Asset #:	227115
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL E5570
3. Manufacturer ID #:	2ZM7VD2
3. Oracle Asset #:	166577
3. Condition of Assets:	Working
4. Quantity (Mandatory):	6
4. Description:	DELL MONITORS
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	BLUE FABRIC DESK CHAIRS - NO ARMS
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 9/1/2022 6:50 AM

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 31-08-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	BROWN BOOKSHELF WITH 5 SHELVES
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 9/1/2022 6:49 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 22-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Large Wooden Desk and Side Desk Table with Two Drawers
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Overdesk storage Hutch
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Wooden Bookcase
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Wooden side desk table with 2 drawers
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Wooden Two Drawer Credenza Style Filing Cabinet
5. Manufacturer ID #	N/A
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1525
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Rebecca Clemons 9/22/2022 4:57 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 22-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Conference Room Table
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Small metal cabinet with door and two shelves
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Vari-Desk.com Standing desk converter
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	Monitor stand
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	512-943-1525
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Rebecca Clemons 9/22/2022 4:57 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 27-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Dell Latitude 5580 Laptop - Mfg date 2017
1. Manufacturer ID #:	8N6FMH2, 6KQHGH2,3RFWGH2
1. Oracle Asset #:	NOT FOUND, 200780, 200778
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5289 Laptop - Mfg date 2017
2. Manufacturer ID #:	DYSXMH2
2. Oracle Asset #:	200814
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Monitor P170sb with stand - Mfg date 2012
3. Manufacturer ID #:	MX-0D2TM2-74262-29A-136L
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	512-943-1525
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Rebecca Clemons 9/28/2022 7:58 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jwilliby@wilco.org - 02-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	28
1. Description:	1-Gallon Plastic Bottle
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Jeanne Williby
Transferring Dept. Contact Ph#:	943-3588
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jeanne Williby 9/2/2022 12:44 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150
Asset(s) delivered to warehouse on:	9/6/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jwilliby@wilco.org - 02-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Havis Computer Tray
1. Manufacturer ID #:	28950-0368
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Jeanne Williby
Transferring Dept. Contact Ph#:	943-3588
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jeanne Williby 9/2/2022 12:41 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150
Asset(s) delivered to warehouse on:	9/6/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|bbonner@wilco.org - 27-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Coin counters to roll coins
1. Manufacturer ID #:	SEt of: .01,. .05, .10, .25, 1.00 are the container to roll coins; old school. Did not use.
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	7
2. Description:	Various cords for computer, monitors, and/or devices
2. Manufacturer ID #:	No ID
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	2 Trail phones
3. Manufacturer ID #:	Nokia 2600, used the chip out of phones for trail phones for emergencies, which have been removed.
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Mifi for Trail phones
4. Manufacturer ID #:	Jetpack Verizon Mifi8800L
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	3
5. Description	Wireless keyboard, card swipte, & head set
5. Manufacturer ID #	No USB to connect to computer, swipe & head set are old; DESCRUCTION.
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Non-Working
Transferring Dept.:	Parks

Asset Status Change

Asset Status Change

Transferring Dept. Contact Person	Benita Bonner
Transferring Dept. Contact Ph#:	5129431926
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Benita Bonner 9/27/2022 10:54 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|bbonner@wilco.org - 27-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	9
1. Description:	HTK A & B CONTAINERS & BILL STACKER with keys
1. Manufacturer ID #:	3 SETS (A, B, & BILL STACKER) TOTAL OF 9 CONTAINERS WITH KEYS TO OLD HTK MACHINES @ SPLASH PAD THAT IS NOT OPERATIONAL.
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	HTK BILL STACKERS
2. Manufacturer ID #:	3 BILL STACKERS WITH KEYS.
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	MONITOR
3. Manufacturer ID #:	27 @ MONTITOR, replaced one of River's.
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	2
4. Description:	Smart-UPS battery backup
4. Manufacturer ID #:	2 battery backups, not working/destroy.
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	7
5. Description	HTK thermal printer for HTK machine
5. Manufacturer ID #	7 rolls of thermal printer paper, large rolls.
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Parks

Asset Status Change

Asset Status Change

Transferring Dept. Contact Person	Benita Bonner
Transferring Dept. Contact Ph#:	5129431926
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Benita Bonner 9/27/2022 12:20 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|bbonner@wilco.org - 18-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LAMINATOR Model H340HS
1. Manufacturer ID #:	W59107B, FELLOWES SATURN 3:125
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	LAMINATOR, SMALL LS115
2. Manufacturer ID #:	LS115 310506005
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL LAPTOP # 2916
3. Manufacturer ID #:	PROPERTY OF WC, TX, IT, SERVICE # C18W702/RETURNING TO IT
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	DELL DESKTOP
4. Manufacturer ID #:	2918, 29PPGL2
4. Oracle Asset #:	200689
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	POS P05 WITH PRINTER
5. Manufacturer ID #	5330
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Benita Bonner

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5129431926
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Benita Bonner 9/18/2022 6:57 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 31-08-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Round wood table
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Wood/Metal folding table
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	Fire King filing cabinets
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	3
4. Description:	Black desk chair
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Gray desk chair
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ James David 8/31/2022 2:28 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 09-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 24" Monitor
1. Manufacturer ID #:	D63RJ43
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Dell 24" Monitor
2. Manufacturer ID #:	G888YS2
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 760
3. Manufacturer ID #:	8NBNHK1
3. Oracle Asset #:	53240
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Optiplex 5040
4. Manufacturer ID #:	231ZBH2
4. Oracle Asset #:	177578
4. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512.943.1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ James David 9/9/2022 7:56 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 31-08-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Red desk chair
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Green desk chair
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Brown guest chair
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	Tall wood book case
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Small wood book case
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ James David 8/31/2022 2:28 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 31-08-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Gray metal storage cabinet
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Dry erase boards
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Cork board
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	Wood shelving
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Wood side table
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ James David 8/31/2022 2:29 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 31-08-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Wood cart
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James David 8/31/2022 2:29 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 29-08-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Wood storage cabinet
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Black Desk Chair
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Small tables
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ James David 8/31/2022 2:27 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	Craig Gripentrog,2021-02-11T16:02:47Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Black bookshelf
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	brown shelfing unit
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Craig Gripentrog
Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ James David 9/9/2022 8:06 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150
Asset(s) delivered to warehouse on:	4/19/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 13-09-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OptiPlex 7040
1. Manufacturer ID #:	3056DD2
1. Oracle Asset #:	159466
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	OptiPlex 5040
2. Manufacturer ID #:	2320CH2
2. Oracle Asset #:	177580
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Wireless keyboard/mouse
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Dell Computer monitor
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ James D. Carmona 9/14/2022 8:01 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 29-08-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Wood Desks
1. Oracle Asset #:	NOT LISTED IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	9
2. Description:	Wood / Metal Desks
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	Wood Bookcases
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Hutch
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Credenza
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ James David 9/15/2022 9:32 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|cathyjo.johnson@wilco.org - 10-08-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Printer Pixma MG 2500
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Speakers
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Tan Tall 4 drawer file cabnet
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Fujitsu Scanner FI7160
4. Manufacturer ID #:	A36DC81188
4. Oracle Asset #:	148361
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Dell Monitor - Nov 2017
5. Manufacturer ID #	G470C52 and 9470C52
5. Condition of Assets	Working
Transferring Dept.:	Veteran Services
Transferring Dept. Contact Person	Cathy Jo Johnson
Transferring Dept. Contact Ph#:	5129435926
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Juan Amaya 9/21/2022 10:28 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Asset Status Change

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150
Asset(s) delivered to warehouse on:	9/14/2022
Delivered to warehouse by:	Tony Hill

Asset Status Change

Title:	i:0#.f|membership|cathyjo.johnson@wilco.org - 10-08-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Laptop Latitude 5580 2017
1. Manufacturer ID #:	Serivce Tage B6Q5Ph2
1. Oracle Asset #:	205743
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Laptop Latitude 5590 2019
2. Manufacturer ID #:	Service Tag 61VoPv2
2. Oracle Asset #:	223094
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Dell Key Boards
3. Oracle Asset #:	NOT LISTED IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	3
4. Description:	Logitech Key boards
4. Oracle Asset #:	NOT LISTED IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	LG Monitor 2007 L196WTQ
5. Manufacturer ID #	703K6JK20988
5. Oracle Asset #	NOT LISTED IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Veteran Services
Transferring Dept. Contact Person	Cathy Jo Johnson
Transferring Dept. Contact Ph#:	5219431900
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Juan Amaya 9/21/2022 10:27 AM

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	10/4/2022
Agenda Item:	30150
Asset(s) delivered to warehouse on:	9/14/2022
Delivered to warehouse by:	Tony Hill

Commissioners Court - Regular Session **4.**

Meeting Date: 10/04/2022

Assets for Destruction Monthly Report 10.4.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 09/01/2022 through 09/30/2022.

Background

Please see the attached report for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Destruction Monthly Report 10.4.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/29/2022 09:39 AM
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:30 AM
Form Started By: Mary Watson		Started On: 09/15/2022 09:42 AM
Final Approval Date: 09/29/2022		

"September 2022 Monthly Report **Court Date:** 10/4/2022

Williamson County - Assets for Destruction

Agenda #: 30151

Item	Serial Number	Quantity	Department
C26P Taser	X1300AAH5	1	Sheriff's Office
X26P Taser WCSO 03860	x13001kn2	1	Sheriff's Office

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 29-08-2022
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	X26P Taser
1. Manufacturer ID #:	X1300AAH5
1. Oracle Asset #:	238444
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	X26P Taser - WCSO 03860
2. Manufacturer ID #:	x13001kn2
2. Oracle Asset #:	114275
2. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 9/12/2022 9:19 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	10/4/2022
Agenda Item:	30151

Asset Status Change

Commissioners Court - Regular Session **5.**

Meeting Date: 10/04/2022

Assets for Transfer Monthly Report 10.4.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 09/01/2022 through 09/30/2022.

Background

Please see the attached report for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer Monthly Report 10.4.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/29/2022 09:41 AM
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:31 AM
Form Started By: Mary Watson		Started On: 09/15/2022 09:42 AM
Final Approval Date: 09/29/2022		

*September 2022

Monthly Report

Court Date: 10/4/2022

Williamson County - Assets for Transfer

Agenda #: 30153

Item	Serial Number	Quantity	From Department	To Department
HP Laserjet M553DN color printer	JPBCK930D2	1	Mobile Outreach	Information Systems
Dell Latitude 5310 laptop computer	8L4T963	1	Mobile Outreach	Information Systems
Dell Optiplex disktop computer	FH79773	1	Mobile Outreach	Information Systems

Asset Status Change

Title:	i:0#.f|membership|jwilliby@wilco.org - 08-09-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Laserjet M553DN Color Printer
1. Manufacturer ID #:	JPBCK930D2, county asset # 200682
1. Oracle Asset #:	200682
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5310 laptop computer
2. Manufacturer ID #:	8L4T963, county asset # 253622
2. Oracle Asset #:	253622
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex desktop computer
3. Manufacturer ID #:	FH79773, county asset # 253624
3. Oracle Asset #:	253624
3. Condition of Assets:	Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Jeanne Williby
Transferring Dept. Contact Ph#:	9433588
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jeanne Williby 9/8/2022 1:04 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Information Systems
Receiving Department Contact Person:	Tammy McCulley
Receiving Dept. Contact Ph#:	943-1455
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Richard Semple
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Tammy McCulley 9/8/2022 1:16 PM

Asset Status Change

Asset Status Change

Purchasing Final Determination	Internal Department Transfer
Court Date:	10/4/2022
Agenda Item:	30153

Asset Status Change

Commissioners Court - Regular Session **6.**

Meeting Date: 10/04/2022

Acceptance of Donation

Submitted For: Evelyn McLean **Submitted By:** Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding acceptance of donation in the amount of $3,000.00 from McCreary, Veselka, Bragg & Allen, PC pursuant to Tex. Gov't Code 81.032.

Background

Funds will be used to assist in the training and development of our JP3 Teen Court Program, which includes, but is not limited to, the following: Incentives and rewards for participants who successfully complete Teen Court. Incentives and rewards for volunteers who participate with Teen Court. Scholarships for volunteers with Teen Court. Sponsored functions and activities for the Teen Court participants to include trainings and ceremonies/banquets before, during and after the Teen Court school calendar year. Travel and training related costs for Teen Court Members. Any other related expenses to support the Teen Court Program not specifically covered.

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	09/28/2022 12:00 PM
Form Started By: Mary Alcala		Started On: 09/28/2022 10:51 AM
Final Approval Date: 09/28/2022		

Commissioners Court - Regular Session **7.**

Meeting Date: 10/04/2022

Justice of the Peace 3 AUGUST 2022 Monthly Report

Submitted For: Evelyn McLean **Submitted By:** Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, August 2022 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August 2022 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/27/2022 03:32 PM
Form Started By: Mary Alcala		Started On: 09/23/2022 01:22 PM
Final Approval Date: 09/27/2022		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of August, 2022.

Evelyn McLean

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 20th **day of** September **2022, to certify which witness my hand and seal of office.**

Mary Alcala

NOTARY PUBLIC
in and for the State of Texas

MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCPD	Arrest Fee - Cedar Park Police Department	10.00	2	0.00	0	0.00	0	10.00	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	168.51	43	0.00	0	0.00	0	168.51	43
AFRPD	Arrest Fee - Round Rock PD (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	98.17	23	0.00	0	0.00	0	98.17	23
ARGPD	Arrest Fee - Georgetown Police Department	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	150.00	1	0.00	0	0.00	0	150.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	2,293.82	70	0.00	0	0.00	0	2,293.82	70
CFINE	County Fine	71,597.77	633	0.00	0	0.00	0	71,597.77	633
CHS	Courthouse Security Fee (CCP 102.017)	172.06	70	0.00	0	0.00	0	172.06	70
CHSJC	JP Security Fee (CCP 102.017)	57.34	70	0.00	0	0.00	0	57.34	70
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.60	1	0.00	0	0.00	0	0.60	1
COLLFEE	Collection Agency Fee	4,378.91	77	0.00	0	0.00	0	4,378.91	77
CRFEEOVER	Criminal Overpayment Fee	150.00	1	0.00	0	0.00	0	150.00	1
DDF	Deferred Disposition Fee	8,317.00	78	0.00	0	0.00	0	8,317.00	78
FNTC1	Child Safety Seat Fine Trauma Center	160.85	4	0.00	0	0.00	0	160.85	4
IDF	Indigent Defense Fee (LGC 133.107)	114.72	70	0.00	0	0.00	0	114.72	70
JCTF	Justice Court Technology Fee (CCP 102.0173)	229.38	70	0.00	0	0.00	0	229.38	70
JFR	Jury Reimbursement Fee (CCP 102.0045)	229.38	70	0.00	0	0.00	0	229.38	70
JTP	Juvenile Truancy Program (CCP 102.0174)	281.69	69	0.00	0	0.00	0	281.69	69
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	55.34	68	0.00	0	0.00	0	55.34	68
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	55.34	68	0.00	0	0.00	0	55.34	68
JUSFC	Judicial Support Fund - County (LGC 133.105)	33.80	69	0.00	0	0.00	0	33.80	69
JUSFS	Judicial Support Fund - State (LGC 133.105)	309.66	70	0.00	0	0.00	0	309.66	70
MVF	Moving Violation Fee (CCP 102.022)	3.10	38	0.00	0	0.00	0	3.10	38
OMNI	OMNI Fee	211.91	45	0.00	0	0.00	0	211.91	45
OMNIC	OMNI Fee - County	141.24	45	0.00	0	0.00	0	141.24	45
OMNIS	OMNI Fee - State	706.20	45	0.00	0	0.00	0	706.20	45
SFC1	Service/Arrest Fee - Const. 1	5.00	1	0.00	0	0.00	0	5.00	1
SFC2	Service/Arrest Fee - Const. 2	5.00	1	0.00	0	0.00	0	5.00	1
SFC3	Service/Arrest Fee - Const. 3	101.16	20	0.00	0	0.00	0	101.16	20

Payment Report - Fee Code Summary

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFMCWV	State Fine - Motor Carrier Weight Violation	6,000.00	13	0.00	0	0.00	0	6,000.00	13
SFOC	Service Fee - Out of County	39.83	7	0.00	0	0.00	0	39.83	7
STF	State Traffic Fee (TC 542.4031)	556.04	22	0.00	0	0.00	0	556.04	22
TPC	Time Payment Fee - County	37.50	3	0.00	0	0.00	0	37.50	3
TPS	Time Payment Fee - State	55.30	5	0.00	0	0.00	0	55.30	5
TPWF	Texas P&W Fine	846.60	6	0.00	0	0.00	0	846.60	6
UFA	Uniform Traffic Act (TC 542.403)	64.99	26	0.00	0	0.00	0	64.99	26
WARC3	Warrant Fee - Constable Pct. 3	439.79	11	0.00	0	0.00	0	439.79	11
WCSO	Williamson County Sheriff	200.00	4	0.00	0	0.00	0	200.00	4
WFDPS	Warrant Fee - DPS	118.70	3	0.00	0	0.00	0	118.70	3

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	98,406.70	1,924	0.00	0	0.00	0	98,406.70	1,924

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	4,378.91
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	846.60
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	150.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	298.17
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	8,441.82
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	5.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-3-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	5.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	540.95
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	71,597.77
	0100 - General Fund Total:	**86,264.22**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	229.40
	0361 - JP Security Fund Total:	**229.40**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	281.69
	0367 - JP-3 Truancy Program Fund Total:	**281.69**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	229.38
	0372 - Justice Court Technology Fund Total:	**229.38**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	110.68
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	2,293.82
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	229.38
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	344.06
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	287.21
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	3.10
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	556.04
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	114.72
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	160.85
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,059.35
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	6,000.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	92.80
	0399 - State Agency Fund Total:	**11,252.01**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	150.00
	JP BOND Total:	**150.00**
	Fee Totals for All Funds:	**98,406.70**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	20.00	4	0.00	0	0.00	0	20.00	4
CCOP	Civil Copies	10.00	2	0.00	0	0.00	0	10.00	2
CERT	Certified Copy	13.00	3	0.00	0	0.00	0	13.00	3
CONT3	Constable Service Fee Pct #3	6,336.70	73	0.00	0	0.00	0	6,336.70	73
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	65.00	13	0.00	0	0.00	0	65.00	13
WSF3	JP3 - Writ Service Fee	2,100.00	14	0.00	0	0.00	0	2,100.00	14

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	8,593.70	112	0.00	0	0.00	0	8,593.70	112

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Civil**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	157.00
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	8,436.70
	0100 - General Fund Total:	**8,593.70**
	Fee Totals for All Funds:	**8,593.70**

Commissioners Court - Regular Session **8.**

Meeting Date: 10/04/2022

Veterans Department TVC Grant Process Approval

Submitted For: Juan Amaya **Submitted By:** Juan Amaya, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action for Veteran Services to pursue a grant with the Texas Veterans Commission which will assist Veterans in Williamson County who are in need of emergency financial assistance and are unable to physically drive themselves to their VA appointments.

Background

I will be applying for a grant with the Texas Veterans Commission. This grant will provide immediate financial assistance to Veterans in need, and it will also allow our department to fund our vehicle transportation program. Williamson County Veterans are priority to our county and at times need assistance with utility bills, rent and or transportation to their VA mandated appointments. If approved by the state for this grant, it will be beneficial to the Veterans Department for years to come.

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	09/29/2022 11:10 AM
Form Started By: Juan Amaya		Started On: 09/21/2022 08:39 AM
Final Approval Date: 09/29/2022		

Commissioners Court - Regular Session **9.**

Meeting Date: 10/04/2022

Approval of Agreement with WINTECH, LLC for Alice Receptionist Enterprise Software for County Attorney Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the renewal agreements (agreement #202316) between WINTECH, LLC and Williamson County for annual Alice Receptionist Enterprise Software for the two systems being used, for a three (3) year contract for $5,089.80 to be paid each year for the unit located in the downstairs office, and $5,617.80 to be paid each year for the unit located in the upstairs office, for a total of $32,122.80 for three (3) years, under Texas Gov't Code 262.024(a)(7)(D) [Captive Replacement Parts or Component for Equipment], and authorizing the execution of the agreement.

Background

This is a three (3) year renewal agreement that will benefit the County Attorney's Office with contract terms to begin on 10/1/2022 and end on 09/30/2025. This subscription is for an integrated suite of software and services allowing subscribers to manage buildings and public spaces to facilitate interaction between building visitors and employees. The platform provides a virtual receptionist and interactive information. The application and services are provided by the company under the trade name "Alice Receptionist". The attached quotes show the discounts received. IT has reviewed and approved the renewal of this product. Legal, Contract Audit, and Budget have approved this renewal agreement. Funding Source: 01.0100.0475.003011 FY23 Computer Software. Department Contact is Stephanie Lloyd.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted ALICE Receptionist Quote Downstairs

Redacted ALICE Receptionist Quote Upstairs

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/29/2022 09:55 AM
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:33 AM
Form Started By: Mary Watson		Started On: 09/26/2022 03:37 PM
Final Approval Date: 09/29/2022		

ALICE® RECEPTIONIST

System Quote
Visitor Management Solution

Prepared Exclusively For
Williamson County-Attorney Office



Prepared by: Marvin Evans

WinTech, LLC
6029 S. Fort Apache Rd., Suite 130
Las Vegas, NV 89148

Contact
Marvin.Evans@AliceReceptionist.com
Sales@AliceReceptionist.com
www.AliceReceptionsit.com

Quote Expires in 30 days from: September 21, 2022

Why choose ALICE Receptionist as **your next Lobby Management Solution?**

ALICE Receptionist is the most advanced, feature-rich, fully automated lobby receptionist and visitor management technology available today. From greeting guests, alerting and connecting visitors with employees, to automated visitor screening and registration. ALICE Receptionist helps organizations around the globe secure and automate visitor traffic to their buildings.

Visitors can check-in using ALICE Receptionist as soon as they arrive, or pre-check-in using a PC or mobile device. Once checked in, a visitor badge is printed and notifications are sent to employees to alert them of the visitor's arrival. Key Visitor Management features include:

- **GUEST SCHEDULING**
- **SELF CHECK-IN**
- **FAST TRACK CHECK-IN**
- **NOTIFICATION**

* KEY FEATURES

Fast Track Check-In
Faster check-in for Registered Visitors, Return Guests, Scheduled Guests and Groups.

REGISTERED VISITORS
Registered visitors can Fast Track check-in by simply scanning a QR code or typing in their visitor code that was provided from the ALICE system.

GROUP CHECK-IN
Groups who are checking in together can have one individual check in the entire group using a single code.

SCHEDULED GUESTS
Guests who have been pre-scheduled can Fast Track check-in using the appointment code generated by ALICE and delivered to them via email before their visit.

PRE CHECK-IN GUESTS
Pre-scheduled guests can review materials before their visit using their PC or mobile device.

GUEST PHOTO
ALICE can collect a photo of the guest as they check in. The guest's photo is included on the visitor badge when printed.

* Features based on Subscription Level. Complete list above is based on Enterprise Subscription

WinTech, LLC
Dba **ALICE Receptionist**
6029 S. Fort Apache Rd., #130
Las Vegas, NV 89148
Phone: 702-284-7300

Customer:

Williamson County-Attorney Office

SYSTEM QUOTE

ISSUED DATE: September 22, 2022

Expires in 30 days

#	QTY	Item #	Description	Unit Price	Total
1	1	ARPS	ALICE Receptionist Enterprise Subscription	5,988.00	5,988.00
			3 years 10% discount	(598.80)	(598.80)
			Government Discount 5%	(299.40)	(299.40)
		License Number:	[redacted]		
		3 Year time frame	October 2022-September 2023 October 2023-September 2024 October 2024-September 2025		
				SUBTOTAL	**5,089.80**
				INSTALLATION, CONFIGURATION, SUPPORT	0.0
				TOTAL	**5,089.80**

*Estimates do not include any applicable Sales Tax

ALICE® RECEPTIONIST

System Quote
Visitor Management Solution

Prepared Exclusively For
Williamson County-Attorney Office



Prepared by: Marvin Evans

WinTech, LLC
6029 S. Fort Apache Rd., Suite 130
Las Vegas, NV 89148

Contact
Marvin.Evans@AliceReceptionist.com
Sales@AliceReceptionist.com
www.AliceReceptionsit.com

Quote Expires in 30 days from: September 21, 2022

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* Features based on Subscription Level. Complete list above is based on Enterprise Subscription

WinTech, LLC

Dba **ALICE Receptionist**

6029 S. Fort Apache Rd., #130

Las Vegas, NV 89148

Phone: 702-284-7300

Customer:

Williamson County-Attorney Office

SYSTEM QUOTE

ISSUED DATE: September 22, 2022

Expires in 30 days

#	QTY	Item #	Description	Unit Price	Total
1	1	ARPS	ALICE Receptionist Enterprise Subscription	5,988.00	5,988.00
			3 years 10% discount	(598.80)	(598.80)
			Government Discount 5%	(299.40)	(299.40)
		ALICE Video License	ALICE Client Video License	24.00	528.00
		License Number:	[redacted]		
			October 2022-September 2023 October 2023-September 2024 October 2024-September 2025		
				SUBTOTAL	**5,089.80**
				INSTALLATION, CONFIGURATION, SUPPORT	0.0
				TOTAL	**5,617.80**

*Estimates do not include any applicable Sales Tax

Commissioners Court - Regular Session **10.**

Meeting Date: 10/04/2022

Award of RFP #22RFP123 Williamson County Branding to Slate Communications, LLC for Countywide Departments

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP #22RFP123 Williamson County Branding to the highest scoring proposer, Slate Communications, LLC in the not-to-exceed amount of $39,760.00 and authorizing execution of the agreement.

Background

Purchasing solicited sealed proposals under RFP #22RFP123 for Branding. One hundred fifty-six (156) vendors viewed the solicitation documents and seven (7) proposals were submitted. Of those seven (7) the top two (2) were shortlisted. Presentation interviews were conducted and scored. The evaluation committee recommends that Slate Communications, LLC be awarded the Williamson County Branding contract. The project has a not-to-exceed amount of $39,760.00. The branding project should be completed before September 30th, 2023. Attached is the project evaluation matrix, county addendum, and cost estimate. Legal, contract audit, and budget have reviewed this purchase. Williamson County will be invoiced at the completion of each phase of the project. This expenditure will be charged to 01.0100.0503.005741. Department contact is Connie Odom.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Scoring Summary

Addendum

Cost Estimate

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/29/2022 09:58 AM
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:34 AM
Form Started By: Erica Smith		Started On: 09/27/2022 10:11 AM
Final Approval Date: 09/29/2022		

22RFP123 - Williamson County Branding
Scoring Summary

Active Submissions

Supplier	Total / 130 pts	Proposer Experience / 40 pts	Project Approach / 30 pts	Cost / 30 pts	Presentation / 20 pts	Q&A / 10 pts
Slate Communications	122.02	38.8	28.2	27.62	18.2	9.2
Hot Dog Marketing	96.77	27.1	23.6	27.47	12.6	6
Aten Design Group	72.02	23.4	23.2	25.42	-	-
Envision Creative	68.8	22.6	16.2	30	-	-
Alloy5	68.22	23	17.6	27.62	-	-
JPW Communications	61.17	30.6	24.6	5.97	-	-
Rojo 032 Branding LLC	58.89	19.2	10.8	28.89	-	-

‘THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
RFP #22RFP123 for Comprehensive County Branding

(Slate Communications, LLC)

Important Notice: To the extent applicable, 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 ADDENDUM TO AGREEMENT for Williamson County Solicitation #22RFP123 for Comprehensive County Branding is made and entered into by and between **Williamson County, Texas** (hereinafter “Customer” or “County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Slate Communications, LLC** (hereinafter "Slate” or “Service Provider”) with offices located at 4709 Overhill Dr., Fort Collins, CO 80526. County agrees to engage Slate as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. This Williamson County Addendum;
B. Williamson County Request for Proposal #22RFP123, including addenda; and
C. Slate Response to Williamson County Request for Proposal #22RFP123, including attachment(s).

In the event a dispute arises between terms and conditions of: 1) this Williamson County Addendum; (2) Williamson County Request for Proposal #22RFP123, including addenda; and (3) Slate Response to Williamson County Request for Proposal

#22RFP123, including attachments, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Addendum; (2) Williamson County Request for Proposal #22RFP123, including addenda; and (3) Slate Response to Williamson County Request for Proposal #22RFP123, including attachments.

II.

Effective Date and Term: This Agreement 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 on September 30, 2023, whichever occurs first, unless terminated sooner pursuant to the county's right to termination for convenience set forth below in Paragraph V.

III.

Compliance with All Laws: Both Customer and Slate agree and will comply with all local, state or federal requirements with respect to the services rendered.

IV.

Consideration and Texas Prompt Payment Act Compliance: Service Provider will be compensated based on Slate's Response to #22RFP123. **This Agreement is subject to a not-to-exceed amount of thirty-nine thousand seven hundred sixty dollars ($39,760.00) for these services notwithstanding any of the Service Provider's individual hourly rates.** Customer's 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 Customer 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 Customer 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 Customer'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.

V.

Termination for Convenience: After the first twelve (12) months, 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, Customer will only be liable for its pro rata share of services rendered and goods actually received.

VI.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

VII.

Venue and Governing Law: Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

VIII.

Right to Audit: Slate agrees that Customer 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 Slate which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Slate agrees that Customer shall have access during normal working hours to all necessary Slate facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Slate reasonable advance notice of intended audits.

IX.

No Assignment: This Agreement may not be assigned without the County's prior written consent.

X.

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

XI.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

XII.

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

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:	SLATE COMMUNICATIONS, LLC:
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2022	Date: September 22, 2022

WILLIAMSON COUNTY **BRANDING**

month	1		2		3		4		5		6		
PHASE 1: EXPLORE (Research and Discovery)													**$11,480**
Establish brand steering committee from County representatives (core decision making team of three to five members)													
Solidify project timeline, milestones, and measurements of success													
Review and analyze existing research, planning documents, and other relevant material to understand Williamson County and future goals													
Review/audit existing brand architecture and creative assets, how it is used, and challenges													
Identify and communicate with key internal and external stakeholders to understand current image and positioning. Resource County staff to conduct additional focus groups/interviews.													
Conduct one-on-one conversations with influencers (County Manager, Elected Officials, etc.)													
Create and administer short surveys (if needed) to refine community values, position, and points of pride													
Analysis of County data (website analytics, community surveys, etc.)													
Perform gap analysis of outreach efforts to ensure equitable engagement; adjust strategy accordingly													
Research comparative communities and organizations to identify brand benchmarks													
Review of overall goals and expectations for the rebranding process													
Consolidate findings into a Discovery Report													
Synthesize findings into Creative Brief (i.e., direction for graphic designers to develop new logo choices)													
*Includes onsite visit													
DELIVERABLES: DISCOVERY REPORT AND CREATIVE BRIEF													

PHASE 2: POSITION (Brand Development)													$15,960
Further define target audiences													
Identify organizational needs for customization and flexibility of logo and other brand assets													
Creation of vision boards (typographic, image, and color creative boards)													
Creation of brand messaging/story													
Create three logo options/creative concepts for review													
Review and test options with key users who represent target audiences													
Rounds of revisions as necessary													
Presentation of final logos and messaging with mockups to stakeholder groups													
Discuss, determine, and execute options for vetting with the greater community													
DELIVERABLES: FINAL LOGO, BRAND MESSAGING													
PHASE 3: IMPLEMENTATION (Brand Implementation)													**$6,300**
Create complementary graphic elements and visuals (colors, fonts, graphic style) to round out brand development													
Develop brand and logo style guide to include brand voice, colors, fonts, usage guidelines, etc.													
Package all logo and design elements for easy use by the organization													
Develop brand implementation guidelines addressing when new logos should/should not be developed													
Develop strategies to encourage enthusiasm and adoption of the new brand throughout the community													
Create logo iterations for Departments													
Supplemental mini-brand guide quick reference PDF													
DELIVERABLES: BRAND STRATEGY AND BRAND & STYLE GUIDE													
PHASE 4: CREATE (Final Implementation)													**$6,020**
Create implementation matrix and brand management plan													
Create logo replacement and brand activation schedule and timeline													

Develop cost estimate for comprehensive implementation													
Create an online repository for easy-to-use templates and tools													
Identify need templates including: email signatures, business cards, PowerPoint template, letterhead, apparel, vehicle wraps, sign templates													
Presentation of final brand package to leadership													
DELIVERABLES: IMPLEMENTATION PLAN, FINAL REPORT AND ASSETS, PRESENTATION													
BRANDING PROJECT TOTAL													**$39,760**
PRICE ESTIMATE BY TEAM MEMBER													
Slate Team Member	**Hourly Rate**	**Projected Hours**											
Kim Newcomer, CEO/Founder	$185	40-45											
Ryan Burke, Chief Storyteller/Founder	$185	90-95											
Brandi Allen, Project Manager	$105	80-85											
Mike Greenwald, Art Director	$105	60-65											

Commissioners Court - Regular Session **11.**

Meeting Date: 10/04/2022

Approval of Exemption of Estimate from Spray Master Technologies for Williamson County Regional Animal Shelter

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Estimate and Amendment #202315, between Williamson County and Spray Master Technologies for a disinfecting pump system and chemicals, for the total amount of $12,000.00 and exempt the purchase under Texas Local Government Code 262.024(a)(7)(D); captive replacement parts or components for equipment.

Background

The approval of this Amendment will benefit the Williamson County Regional Animal Shelter with their preventative maintenance on the cleaning system consisting of spray hoses that are connected to drums of disinfectant in a central building location with a pump system which is being used to clean the dog kennel buildings. The attached estimate has details of the cleaning procedures. Also attached is the Spray Master Technologies (SMT) preventative maintenance plan, terms and conditions and the amendment. Legal, Contract Audit and Budget have reviewed these documents. The line item being charged is 01.0545.0545.004500. The department points of contact are Alexis Fine and Linda Gunter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Spray Master Estimate Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/29/2022 09:47 AM
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:32 AM
Form Started By: Mary Watson		Started On: 09/26/2022 10:42 AM
Final Approval Date: 09/29/2022		

Estimate Response

8/23/2022 3:50:20 PM



A BRAND LINE OF ASSEMBLED

Assembled Products Corporation
115 East Linden Street
Rogers AR 72756
United States

479-636-5776

Customer: [redacted] **Quote:** Animal Shelter SMT PM Pro

Prospect:

Linda Gunter
Williamson County
1855 SE Inner Loop
Georgetown TX 78626

Phone: 512-943-3567

Fax: 512-943-3389

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
[redacted]	Net 30	10/3/2022	9/29/2023	488	USD

Quantity	Item	Unit Price	Extended Price
48.000		250.00000	
EA	300-4317		12,000.00
	Kit, PM1		
PM1 Monthly X 4 Units			
16.000		0.00000	
EA	300-4318		0.00
	Kit, PM2, GP 2.1		
PM Service 2 quarterly x 4			
4.000		0.00000	
EA	300-4319		0.00
	Kit, PM3, GP 2.1		
PM Service 3 Annually X 4			
4.000		0.00000	
EA	300-4320		0.00
	Kit, PM4, GP 2.1		
PM Service 4 Annually X 4			

Sale Amount: 12,000.00

Order Disc(0.0000%): 0.00

Estimate Response

8/23/2022 3:50:20 PM



A BRAND LINE OF ASSEMBLED

Assembled Products Corporation
115 East Linden Street
Rogers AR 72756
United States

479-636-5776

Customer: [redacted] **Quote:** Animal Shelter SMT PM Pro

Prospect:

Linda Gunter
Williamson County
1855 SE Inner Loop
Georgetown TX 78626

Phone: 512-943-3567

Fax: 512-943-3389

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
[redacted]	Net 30	10/3/2022	9/29/2023	488	USD

Surcharge:	N/A
Sales Tax:	0.00
Freight:	0.00
Misc Charges:	0.00
Total Amount:	12,000.00

Due Date is an Estimation of Ship Date, not a Guarantee. Thank you for your Business!

Amendment to Terms & Conditions

The terms & conditions for the preventative maintenance agreement between Assembled Products Corporation and Williamson County, Texas are amended to include the following:

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

- Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

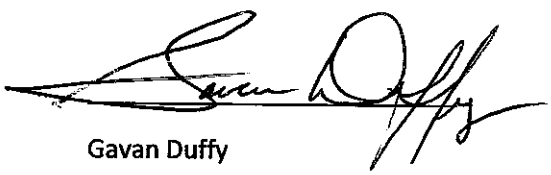
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

- Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.

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

- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer 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 Customer 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 Customer'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.

Assembled Products Corporation



Gavan Duffy

Williamson County, Texas

_____

Name: _____

Sr. Vice President-Sales & Marketing

Date: 9/23/22

Title: _____

Date: _____

Spray Master Technologies Preventative Maintenance Plan - Terms and Conditions

Please read this document carefully and keep it for reference. These terms and conditions, together with the Service Contract, constitute the entire agreement ("Agreement") between you and Assembled Products Corporation, d.b.a. Spray Master Technologies ("SMT"), pertaining to the Preventative Maintenance Plan(s) (the "Plan" or "Plans") that you have purchased as stated on the Service Contract. The laws of the State of Arkansas govern interpretation of this Agreement. SMT may change the terms of, or add new terms to, the Plan and this Agreement at any time in accordance with applicable law. **What is Covered:** You are entitled to have an authorized technician selected by SMT from its network of approved service contractors (the "Service Contractor") visit your site per the schedule set forth in the Service Contract, for the Spray Master unit(s) covered by the Plan(s) that you have purchased. The Plan covers the number of unit(s) specified and located at the service address as identified on the Service Contract. The Plan does not cover units that may be installed after the date of the Service Contract. If the identified service address has multiple Spray Master units, a separate Plan must be purchased for each individual unit. Multiple Plans may be purchased on the same Service Contract, as indicated in the "Quantity" field. The Quantity on the Service Contract shall equal the number of Plans purchased. An Annual Term of this Agreement means the initial twelve month term of this Agreement commencing on the Effective Date of this Agreement and any successive twelve month renewal term under this Agreement. The "Effective Date" of this Agreement is listed on the Service Contract. In order to be covered by the Plan, your Spray Master unit must: (a) be installed to meet local, state, and federal codes; (b) satisfy manufacturer requirements for safe and proper operation; and (c) be readily accessible to the Service Contractor. You represent that you are the owner of the covered equipment or are authorized to perform, or to cause to be performed, the specified services to the covered equipment. SMT and/or Service Contractor may refuse to provide service or deny enrollment under the Plan if eligibility requirements are not met. You must provide a contact for the Service Contractor to schedule each service, as stated below under "How to Receive Service under the Plan." **What is Not Covered:** neither SMT nor Service Contractor will be responsible for performing any services not specifically listed above in "What is Covered." Repairs, updates, other maintenance, or additional testing that is identified by the Service Contractor in the course of performing specified maintenance services are not covered by the Plan and you will need to arrange for these separately. **How to Receive Service under the Plan:** Please follow the process described below to obtain coverage under the Plan. SMT is not obligated to perform services under the Plan except under this process. SMT will not be responsible to cover or pay for work performed by a person not specifically assigned by SMT, or for services performed without SMT's authorization. Unauthorized repairs may void this Agreement. Service Contractor will initiate contact to schedule service according to the schedule set forth in the plan. If Service Contractor did not contact you to schedule service according to the Plan schedule, you must call (800) 548-3373 to schedule a service appointment. All service calls will occur during regular working hours (8:00am-5:00pm local time, Monday through Friday). All services will be performed by an authorized Service Contractor. SMT has the sole and absolute right to (i) select the Service Contractor to perform the service and (ii) determine the rates and other pricing terms under which the Service Contractors will be compensated. Service Contractors are independent contractors and not employees or agents of SMT or its affiliates and are not authorized by SMT to perform services outside of the scope of the Plan. If you elect to retain the Service Contractor to perform other services to SMT equipment on your behalf, you must provide written approval to Service Contractor for those services. You authorize SMT to invoice you, and you agree to pay for, any additional amounts for services outside of the scope of the Plan authorized by you in writing and applicable surcharges, shipment costs, fees and taxes. You must provide the Service Contractor with safe and reasonable access to all covered products, and related systems and lines. The Service Contractor will submit its fees for authorized Plan services directly to SMT, and you will not be required to pay the Service Contractor for authorized Plan services. You must be current on all payments with SMT and its affiliates and/or assignees in order to be covered under this Agreement. **Term of Coverage and Cancellation:** This Agreement is for a term of twelve (12) months starting on the Effective Date and will automatically renew for additional twelve-month Annual Term(s) thereafter unless cancelled as provided below. You may cancel this Agreement at any time as described below by calling SMT at (800) 548-3373. Voicemail cannot be used to cancel the Agreement or otherwise alter coverage under the Plan. SMT may cancel this Agreement at any time for misrepresentation or nonpayment by you; for violation of any of the terms and conditions of this Agreement; if required to do so by any regulatory authority; or if SMT, for its convenience and in its sole discretion, makes a commercial decision to generally discontinue the Plan or to discontinue your specific participation in the Plan. If either you or SMT cancels this Agreement within 30 days from the Agreement's Effective Date and you have not had service performed hereunder, you will receive a full refund of Plan payments made by you. If either you or SMT cancels this Agreement more than 30 days from the Agreement Effective Date and you have had service performed during the then-current Annual Term, you will be invoiced on a pro-rata basis for services received for the current Annual Term. If you move to a new service address, this Agreement will be deemed cancelled by you. **Price/Billing:** The amount of your service charge is provided in the Service Contract. On notice to you, amounts charged for services under the Plan are subject to increase 6% or the then-current year-over-year percent increase in the Consumer Price Index (CPI-U), whichever is greater, at each Annual Term renewal. In addition to the service charge, you may be billed for applicable taxes or surcharges associated with your location. The initial charges will be submitted for billing approximately one (1) business day after the Agreement's Effective Date. If paying monthly, each subsequent charge will be submitted for billing on or about the same day of the month as your initial charge was submitted. If paying by credit card, the charge for this Agreement on your bill or credit card shall serve as the invoice for the service. On notice to you, SMT may change the means by which you are invoiced and billed for your services. By applying for the services, you consent to SMT inquiring about your credit or payment history at any time as it relates to your ability to pay for the services and other business you may conduct with SMT, and you consent to disclosure of your customer information by your electric and water utility to third parties to the extent necessary to administer the Plan. **Limit of Liability: SMT AND SMT'S AGENTS AND EMPLOYEES SHALL NOT BE LIABLE FOR, AND YOU WAIVE ALL CLAIMS FOR, INJURY, DEATH OR PROPERTY DAMAGE SUSTAINED BY YOU, YOUR EMPLOYEES, AGENTS OR CONTRACTORS, OR ANY OTHER PERSON CLAIMING THROUGH YOU, RESULTING FROM OR ARISING OUT OF THE WORK PROVIDED BY THE SERVICE CONTRACTOR.** TO THE FULLEST EXTENT ALLOWED BY LAW, SMT, ITS AFFILIATES, AND THE SERVICE CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LIABILITY OF SMT, ITS PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR SHALL BE LIMITED TO THE AMOUNT PAID UNDER THE PLAN(S) BY YOU DURING THE PREVIOUS TWELVE MONTHS. SMT IS NOT RESPONSIBLE FOR ANY SERVICES PERFORMED BY THE SERVICE CONTRACTOR OUTSIDE OF THE SCOPE OF THE PLAN. THIS AGREEMENT IS NOT AN EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS COVERED BY THE PLAN(S). **Communications:** SMT may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, mobile notifications, hard copy, or posting of such notice on www.spraymastertech.com. **Assignment; Miscellaneous Terms:** This Agreement may be assigned by SMT without notice to you. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference and shall be given no effect in the construction or interpretation of this Agreement. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the contractual intent to the maximum extent permitted by applicable legal requirements. Unless the context of this Agreement otherwise clearly requires, references in the plural form include the singular and vice versa. Notwithstanding any language of this Agreement to the contrary, should any portion of this Agreement be held invalid or unenforceable by a court or other body of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

Commissioners Court - Regular Session **12.**

Meeting Date: 10/04/2022

Approval of Extension of Professional Service Agreement with Adam Barta, M.D. for Jail Medical Services FY23 for the Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Professional Services Agreement #202309, with Adam Barta, M.D. for Medical Services at the Williamson County Jail for the annual amount of $96,509.40 for the term of October 1, 2022 - September 30, 2023, and exempting this service from competitive bidding requirements as per Texas Local Government Code Sec. 2254.002 (2)(A)(v) Medicine, and authorizing the execution of the agreement.

Background

The Sheriff's Office requested extension of agreement for these services with Adam Barta, M.D. The FY23 funding source is under General Fund, Corrections, Jail Doctor, 01.0100.0570.004116. The Department Point of Contact is Lt. Doug Wheless, Medical Lieutenant-Corrections.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dr. Barta Service Agreement and Original Signed Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/29/2022 09:44 AM
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:31 AM
Form Started By: Kim Chappius		Started On: 09/21/2022 09:26 AM
Final Approval Date: 09/29/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY RENEWAL ADDENDUM FOR PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

(Adam Barta, M.D.)

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 ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Adam Barta, M.D.** (hereinafter "Provider"), with offices at 4216 Venado Dr., Austin, TX 78731. The parties originally entered into an Agreement on December 20, 2011, which has been previously amended and extended. Provider is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Term: This amendment will renew this Professional Services Agreement for an additional one (1) year term and continue until September 30, 2023.

II.

Cost and Payment: This amendment will revise the compensation cap set forth in the original agreement (under paragraph III) to a monthly amount of eight thousand forty two dollars and forty-five cents ($8,042.45) and a yearly not-to-exceed amount for fiscal year 2023 (October 1, 2022 to September 30, 2023) of **ninety six thousand five hundred nine dollars and forty cents ($96,509.40)**.

III.

In all other respects, the Agreement is reaffirmed.

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

WILLIAMSON COUNTY:

_____
Authorized Signature
Date: _____, 2022

PROVIDER:

_____
Authorized Signature
Date: Sept. 22, 2022

WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

This Agreement ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Adam Barta, M.D., hereinafter referred to as PROVIDER, for the purpose of providing medical services for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide medical services as a physician licensed to practice medicine in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of medical care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his license to practice medicine in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide medical services for up to __12__ hours per week for __48__ weeks. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER will not be available to provide medical services and will assist COUNTY in locating a suitable substitute. COUNTY shall be able to accept or reject such proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available.

PROVIDER will provide out-patient medical attention to all inmates requiring such attention. These medical services shall include, but are not limited to, follow-up on all

lab tests, radiographs, and all inmates who have had medical attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty medical services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty medical services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of out-patient medical care.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the medical needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute physician procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

II.
TERM

This Agreement shall become effective as of December 30, 2010, and continue thereafter until December 29, 2011. Either party may terminate this Agreement at any time for any reason (or without cause) on sixty days prior written notice to the other party. In the event that COUNTY and PROVIDER wish to extend this Agreement for additional one (1) year terms following the initial term, the parties shall execute a written agreement evidencing each party's desire to extend the Agreement.

III.
COST

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of $6,000.00 each month for the services described under "SCOPE OF SERVICES." This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein is to be handled separately from this Agreement, and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY.

IV.
CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate medical information.

V.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

VI.
DUTY TO REPRESENT/INDEMNITY/INSURANCE

COUNTY agrees to provide legal representation and indemnify, to the extent allowed by Texas law, PROVIDER in the event of legal action taken against PROVIDER on the basis of the medical services provided to the inmates of the JAIL in the performance of this Agreement. COUNTY shall have full authority to defend, negotiate, or settle any such claims at the sole discretion of the COUNTY. PROVIDER shall fully assist and participate, without cost to COUNTY, in the defense, negotiation, or settlement of any such claims, and such assistance and participation shall include consultation with COUNTY and opinion testimony as needed on medical questions and issues. Provider shall also furnish, without cost to COUNTY, consultation and opinion testimony on medical questions and/or issues for legal actions against COUNTY or COUNTY's officials related to medical services provided to inmates on claims and/or suits that do not include PROVIDER as a named defendant. COUNTY reserves the right to withdraw its representation and indemnification of PROVIDER in the event PROVIDER fails to assist and participate in the defense, negotiation, or settlement of any such claims.

COUNTY may fulfill its legal representation and indemnification obligations, to the extent allowed by law, under this Agreement through insurance or other means at its sole discretion.

During the term of this Agreement, COUNTY hereby agrees to provide the policy of insurance attached hereto as Exhibit "A" (said exhibit provides the coverage limits of the Policy) and PROVIDER acknowledges and agrees that such policy and coverage limits is sufficient and adequate. In the event that COUNTY and/or PROVIDER are sued for the services provided under this Agreement and counsel is provided through the said insurance policy, COUNTY shall not be required to provide counsel for PROVIDER in

addition to the counsel that is provided under the insurance policy. Furthermore, COUNTY shall have no obligation to provide legal representation or indemnify PROVIDER for any legal action which does not arise from PROVIDER's services under this Agreement or to any extent that is not allowed by law.

In the event COUNTY or PROVIDER should terminate the Policy attached hereto in Exhibit "A" by reason of nonrenewal or cancellation, COUNTY shall pay an additional premium equal to 200% of the annual premium for the Policy Period to extend the coverage granted under the Policy for an additional twenty four (24) months to begin immediately upon the effective date of such nonrenewal or cancellation, as further described in Item 9. of the Policy Declarations and as further described in the Extended Reporting Period provision of the terms and conditions of the enclosed Policy. COUNTY and PROVIDER shall comply with all terms and conditions relating to the Extended Reporting Period of the Policy.

VII.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VIII.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

IX.
FORCE MAJEURE

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

X.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

XI.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
301 S.E. Inner Loop, Ste. 109
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
James Wilson (or successor)
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Adam Barta, M.D.
4004 Sierra Dr.
Austin, TX 78731

XII.
SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XIII.
VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XIV.
NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XV.
COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that 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 PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. COUNTY shall give PROVIDER reasonable advance notice of intended audits.

XVI.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XVII.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed this the 26th day of April, 2011, to be effective as of the 30th day of December, 2011.

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis
Williamson County Judge

PROVIDER:

By: _____

Printed Name: Adam Barta, M.D.

Commissioners Court - Regular Session **13.**

Meeting Date: 10/04/2022

Award of RFP #22RFP135 Construction Manager at Risk (CMAR) Juvenile Justice Center to Spawglass Contractors, Inc. for Facilities Maintenance

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #22RFP135 Construction Manager at Risk (CMAR) Juvenile Justice Center to SpawGlass Contractors, Inc. and authorize the execution of the agreement. Funding Source is P578.

Background

Williamson County sent out over seven thousand eight hundred (7,800) notifications and had fifty-nine (59) document takers with four (4) firms submitting a response to this solicitation. The Construction Manager at Risk services will be for the Juvenile Justice Center Addition. The firms were evaluated and SpawGlass Contractors, Inc. was the highest rated and is recommended to move forward with negotiations for a Guaranteed Maximum Price (GMP.) The County shall pay $60,000.00 for Pre-Construction Services. Construction Estimated Budgeted amount: $27,000,000.00 with the Funding source P578. The point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

SpawGlass Submittal

Executive Scoring Summary

Form Review

Inbox	Reviewed By	Date
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CONTRACT FOR CONSTRUCTION MANAGER AT-RISK ("CMAR") PROJECT DELIVERY

PROJECT: **Juvenile Justice Center Addition** ("Project")

CONSTRUCTION MANAGER AT-RISK: **SpawGlass Contractors, Inc.** ("CMAR")
David Paden, President, Austin Division
1111 Smith Road
Austin, TX 78721

PLANNER, LANDSCAPE ARCHITECT, ARCHITECT & ENGINEER: **BLGY, Inc.** ("A/E")
Sita Lakshminarayan, AIA, ALEP, LEED AP, Vice President
8001 Centre Park Drive, Suite 150
Austin, Texas 78754

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

THIS CONTRACT FOR CONSTRUCTION MANAGEMENT AT-RISK PROJECT DELIVERY ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (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 **Construction Manager at Risk (CMAR) services for Williamson County Juvenile Justice Center Addition** (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,** 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 **Sixty thousand dollars ($60,000.00)** for Preconstruction Phase services in accordance with the following schedule:

Design Development Phase: **20%** of Preconstruction Services Fee

Construction Document Phase:	**40%** of Preconstruction Services Fee
GMP Proposal Provided: Final Comments and	**30%** of Preconstruction Services Fee
GMP Acceptance:	**10%** of Preconstruction Services Fee

4.1.2
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 **Fourteen and two tenths percent (14.2%)** of that portion of the Cost of the Work that is incurred by the CMAR and shall 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 **Five percent (5%)** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work.

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 shall be equal to **Five percent (5%)** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work plus **Two Thousand Seven Hundred and Fifty dollars ($2,750.00) per day**, to cover the costs of extended General Conditions that are directly attributable to any such change that is incurred or paid by CMAR during performance of the Work.

NOTE: "Weather days," as described in **UGC 8.5.2.1**, 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 Labor and Subcontract Costs.

6.2.1
Wages of construction workers directly employed by the CMAR to perform the construction of the Work at the site

6.2.2
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 Preconstruction 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 Preconstruction 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 Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving CMAR written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify CMAR in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

CMAR's Designated Representative for purposes of this Contract is as follows:

SpawGlass Contractors, Inc. ("CMAR")
David Paden, President, Austin Division
1111 Smith Road
Austin, TX 78721

CMAR shall have the right, from time to time, to change CMAR's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by CMAR under this Contract, CMAR's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or

action. Actions, decisions, or determinations by CMAR's Designated Representative on behalf of CMAR shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by CMAR's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CMAR's Designated Representative shall be binding on CMAR. CMAR's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of CMAR.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or CMAR at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

CMAR: **SpawGlass Contractors, Inc.**
1111 Smith Road
Austin, TX 78721

Attention: **David Paden,**
President, Austin Division

Either party may designate a different address by giving the other party **ten (10) days** written notice.

ARTICLE 11
DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

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 based on the services actually performed in relation to the payment schedule set forth in **Section 4.1.1**. 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 **Paragraph 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 **Five Hundred Dollars ($500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which 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:

Contract between County and CMAR;
Guaranteed Maximum Price Proposal, if executed by County;
Special Conditions or Supplementary Conditions (if any);
Williamson County Uniform General Conditions; and
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:	**COUNTY**:
SpawGlass Contractors, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
David Paden	
Printed Name	Printed Name
President	
Title	Title
Date Signed: 9/26/2022	Date Signed: _____

EXHIBIT A

GUARANTEED MAXIMUM PRICE PROPOSAL

SpawGlass Contractors, Inc. ("CMAR") hereby submits to **Williamson County, Texas** ("County") for the use and benefit County pursuant to the provisions of the **Contract for Construction Manager at-Risk Project Delivery** dated _____ ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for the construction of **Juvenile Justice Center Addition** ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

Cost of the Work.

A not-to-exceed amount for the Cost of the Work pursuant to the Contract:

Twenty-seven million Seven hundred thousand Dollars ($27,700,000.00)

CMAR's Fee.

A fixed sum fee for CMAR's Fee pursuant to the Contract:

Three Million Nine hundred Thirty-three thousand Four hundred Dollars ($3,933,400.00)

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.

Thirty-one million Six hundred Thirty-three thousand Four hundred Dollars ($31,633,400.00)

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.

Contract Time.

The date for achieving Substantial Completion of the Project shall be **July, 2024 (630) calendar days** from the Notice to Proceed with Construction**.**

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.

Liquidated Damages.
CMAR further agrees to pay, as Liquidated Damages, to County the sum of **Five Hundred Dollars ($ 500) per calendar day** for failure to complete the work within the Contract Time in accordance with the Contract.

Owner's Contingency.
A not-to-exceed amount for the Owner's Contingency stated herein for reference:

Two Million five hundred thousand Dollars ($ 2,500,000.00)

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**:
SpawGlass Contractors, Inc.	Williamson County, Texas
By:_____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
Date Signed: _____	Date Signed: _____

GUIDELINES FOR GMP PROPOSAL PREPARATION

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.

PRE-SUBMITTAL REQUIREMENTS:

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.

Estimated Construction Cost: Cost estimates shall be updated concurrently with the construction document development.

Schedule: The anticipated Notice to Proceed with Construction and Substantial Completion dates for Construction shall be coordinated and approved by County.

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.

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.

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.

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.

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 Preconstruction (Part I) Services

The schedule shall include detailed, logic driven activities for all Construction Service activities scheduled to commence during the first **ninety (90) calendar days** following the Notice to Proceed with Construction. The remaining construction activities (those commencing after the first **ninety (90) calendar days**) may be summarized by trades and may have longer durations than the "detailed" activities mentioned above.

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

1. All policies of insurance provided by Contractor must comply with the requirements of this Exhibit, the Contract Documents, and the laws of the State of Texas.

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

TYPE OF COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	**$ 1,000,000** per Accident
Bodily Injury by Disease	**$ 1,000,000** per Employee
	$ 1,000,000 aggregate Policy Limit

Comprehensive General Liability
(including completed operations and contractual liability insurance for bodily injury, death, or property damages)

Comprehensive General Liability	**$ 1,000,000** per Occurrence
	$ 2,000,000 aggregate Policy Limit

Comprehensive Automobile and Auto Liability Insurance
(covering owned, hired, leased, and non-owned vehicles)

Bodily injury (including death)	**$ 1,000,000** per Person **$ 1,000,000** per Occurrence
Property Damage	**$ 1,000,000** per Person **$ 1,000,000** per Occurrence
	No aggregate Policy Limit

Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to **100% of the Contract 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

TABLE OF ARTICLES

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

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2
Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3
Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** 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.

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WILLIAMSON COUNTY

JUVENILE JUSTICE CENTER ADDITION

22RFP135

August 4, 2022 | 2:30 P.M.



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SpawGlass



TAB 1

Transmittal Letter

SpawGlass

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SpawGlass

August 4, 2022

Gretchen Glenn
Purchasing Specialist
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas, 78626

Re: Juvenile Justice Center Addition, 22RFP135

Dear Selection Committee,

SpawGlass is pleased to offer our firm's services for the Williamson County Juvenile Justice Center Addition. As an active member of the Central Texas community, SpawGlass has the experience, professional resources, and support staff necessary to produce quality results in a timely manner. Our experienced service professionals have proven themselves time and time again on projects very similar to this project throughout our 69-year history in Texas. Some of the unique qualities SpawGlass brings to this project include:

· The leadership of SpawGlass as prime contractor

· Assembly of a cohesive team with qualifications and experience

· Experience with CMAR Delivery Method

SpawGlass delivers even greater value through our commitment and ability to self-perform critical trades. By executing fundamental scopes of work we are able to offer greater control and set the tone and pace for each project. Self-perform work offers many benefits to the project such as schedule enhancements, budget improvement, superior quality, and increased safety.

This project provides the latest opportunity for SpawGlass to establish our relationship with Williamson County. We are proud of the projects our firm has built in the Central Texas region and all around the State and we would like the opportunity to provide these services to you for your project as well. With our experience and understanding, SpawGlass can ensure that this project will achieve successful results and meet the expectations of the County as well as the local community. Our commitment to Williamson County does not begin with this RFQ, nor will it end when the Juvenile Justice Center Addition is complete. We are here to continue our relationship with Williamson County now and for many years to come.

Our commitment is unwavering and we look forward to the next stage in this procurement. As President of our Austin office, I will serve as your primary point of contact. If I can provide any clarification for you about our qualifications, please do not hesitate to contact me. I may be reached at 512-719-5251.

Sincerely,



David Paden
President, Austin Division
David.Paden@SpawGlass.com



TAB 2

Organizational Chart

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WILLIAMSON COUNTY
1848



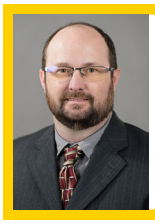
DAVID PADEN
PRESIDENT, AUSTIN DIVISION
Reports to Austin Office



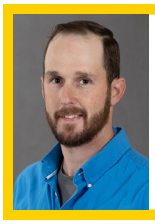
JOEY GEORGE
OPERATIONS MANAGER
Reports to Austin Office



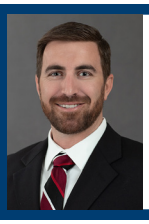
JEFF EUBANK
CHIEF ESTIMATOR
Reports to Austin Office



BRIAN CLAXTON
VDC SPECIALIST
Reports to Austin Office



DAYLON DYESS
MEP COORDINATOR
Reports to Austin Office



BLAKE GREEN
PROJECT EXECUTIVE
Reports to Austin Office



MARK WORRELL
PROJECT MANAGER
Reports to Austin Office

TBD
ASSISTANT PROJECT MANAGER
Reports to Austin Office



JOEY CLEPPER
SUPERINTENDENT
Reports to Austin Office

TBD
ASSISTANT SUPERINTENDENT
Reports to Austin Office

TAB 3

Project Manager Experience/Qualifications



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SECTION 3
PROJECT MANAGER EXPERIENCE/ QUALIFICATIONS

PROJECT MANAGER EXPERIENCE/ QUALIFICATIONS

> *One (1) single sided page providing information regarding the Project Manager's Experience/Qualifications with similar projects highlighting experience with construction manager at risk projects.*

Blake Green has been in the construction industry for 13 years and has worked with SpawGlass from the role of project manager to now project executive. As project executive, Blake will provide leadership throughout the project including oversight of the budget, schedule, risk management measures and subcontractor relations. Blake will also serve as a resource to the project team, ensuring satisfaction throughout the construction process.

Blake will serve as your primary point of contact throughout the project, acting as your advocate and partner to ensure this project is done right and that it creates the highest value to Williamson County and to the region it serves.

Mark has been in the construction industry for over 17 years and has worked on a variety of projects in his career. He has experience with the preconstruction and construction of a variety of projects, including institutional, municipal, retail, and residential.

As your project manager, he will be actively involved in preconstruction and oversee the daily operations onsite once construction begins. His responsibilities will include analysis of projects, bidding, contract negotiations, subcontractor selection, project development, budgeting, scheduling, quality control, and project closeout.

As a resident of Williamson County, Mark understands the Central Texas climate, terrain and construction best practices. He is well connected with the subcontracting community and the type of materials and services your project will require. He is also familiar with the importance of optimizing budget and resources.

Blake and Mark's resumes are included in Appendix A of this document.



TAB 4

Project Team Experience

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SECTION 4
PROJECT TEAM EXPERIENCE

PROJECT TEAM EXPERIENCE

> *One (1) single sided page providing information regarding the Individuals on project teams experience with similar projects highlighting experience with construction manager at risk projects.*

Joey Clepper has been in the construction industry for 17 years and has worked with SpawGlass in both superintendent and senior field engineer roles. As superintendent, Joey will be responsible for the day-to-day activities in the field. This includes the safety and organization of field operations, documentation of daily activities, inspection of work for quality conformance, and ensuring all activities align with the project schedule.

Jeff Eubank has been in the construction industry for 22 years and has worked with SpawGlass in both project manager and project executive roles, and now as a chief estimator. Jeff's experience spans a variety of projects, each with its own unique challenges related to constructability, budget and schedule. He has managed costs on these projects throughout the cost estimating process and has ensured cost control during the construction phase. As chief estimator, he will provide budgets and GMP pricing, solicit bids from subcontractors and assist in constructability reviews and value analysis. He will work cohesively with the preconstruction team to ensure all budgeting needs are met.

Daylon Dyess brings 16 years of experience with MEP projects in state and local government buildings, university campuses, regional healthcare facilities and some of Austin's largest industrial, pharmaceutical and high-tech manufacturers. With the technical experience to install all levels of HVAC, plumbing or specialty piping systems, he will deliver creative and high-quality mechanical solutions for your project.

Resumes highlighting the relevant and CMAR experience of these team members are included in Appendix A.



TAB 5

Firm Competence

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SECTION 5
FIRM COMPETENCE

FIRM COMPETENCE

> *One (1) single sided page providing information regarding the firm's demonstrated technical and management competence as a construction manager at risk on project of similar size and complexity in Texas.*

Proficiency with Construction Manager-at-Risk Delivery Method

SpawGlass has worked on over 150 CMAR projects over the past 10 years and currently has several ongoing CMAR contracts with clients in both the public and private sectors. 36% of our projects built across Texas over the past five years have utilized the construction manager-at-risk delivery method. We have developed and trained our staff around these principles and take actions to benefit our clients with the best possible outcomes. Our ability to manage will bring you the best construction management and supervision of your projects.

Our commitment to Williamson County is to deliver the highest quality facility and service at the most reasonable cost. At every level, we infuse top standards for quality, safety and commitment. As one of the industry's leading general contractor, SpawGlass will provide the expertise in our approach, processes and systems to guarantee a successful outcome for Williamson County Juvenile Justice Center Addition project. By using cutting edge techniques and technologies, similar project experience, understanding of existing market conditions and our long-standing subcontractor relationships, we are able to streamline every stage of the construction process while presenting the County with direct benefits and business resources.

The SpawGlass team strongly believes that the combination of our experience working with government clients, our expertise with the CMAR delivery method coupled with a team of talented professionals, uniquely qualifies us for this project. You will have a solid team that understands all aspects of the project, one that can offer expert advice and consultation during each critical phase of the project. With our office located in Austin, we will monitor this project 24/7, responding swiftly to any issues that may arise.

While SpawGlass brings significant relevant construction experience, it is our client-oriented approach that truly sets us apart. We are passionate about buildings and even more passionate about our clients. We have proven we are a true partner, ensuring your needs and concerns drive the construction process rather than the project itself. We are enthusiastic about working with Williamson County and would be honored to be selected for this exciting opportunity.



TAB 6

Similar Project Experience

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SECTION 6
SIMILAR PROJECT EXPERIENCE

SIMILAR PROJECT EXPERIENCE

> *List and describe a maximum of 10 projects for which your firm has provided/is providing construction manager at risk services in the last ten years in Texas which are similar or more complex. For each of the listed projects, provide the following information: construction cost, completion date, approximate percentage of total cost of work that was self-performed, Owner's contact person and telephone number, and the name and telephone number of the project architect.*

Project sheets highlighting our relevant experience with similar construction-manager-at-risk projects are included in this section.





KEY FEATURES

✓Government Facility ✓Detention Rooms ✓Construction Manager-at-Risk project

DELIVERY METHOD
Construction-Manager-at-Risk

CONSTRUCTION COST
Original: $18,071,824
Final: $18,086,824
(added scope by change order)

CONSTRUCTION DATES
Start - 01/2018
Completion - 03/2019

OWNER
City of Lakeway
Chief Todd Radford
512-314-7590
toddradford@lakeway-tx.gov

ARCHITECT
Brinkley Sargent Wiginton
Greg Read
972-960-9970
gread@bsw-architects.com

CITY OF LAKEWAY POLICE FACILITY

LAKEWAY, TEXAS

Built on a 10-acre site, the 30,000-square-foot police facility houses the administration; criminal investigation support; patrol; property and evidence; and emergency operations center/training departments. The facility includes administrative offices and conference rooms interrogation/interview rooms; holding cells; 911 dispatch call center; evidence processing room and lab; gun cleaning room; training center; and vehicle maintenance garage.

A large utility and site change order added at the start of the project resulted in a complete redesign of the utility package along with schedule adjustments. In lieu of overhead power lines in the initial design, six underground bores were drilled across the road from the site to supply utilities and power to the new facility. The team also constructed a four-lane divided road complete with a traffic light intersection to provide safe access to the facility.

All concrete work was self-performed by SpawGlass. Hard rock excavation was required before the large concrete foundation could be poured and a 23-foot limestone retaining wall could be constructed. While sitework was ongoing, Lakeway received 58 inches of rain, almost double its annual average rainfall. In addition to this wet weather, an unusual amount of groundwater was encountered. With the help of French drains, the team was able to quickly and successfully redirect water away from the site.

"...TO WORK WITH THIS BUILDER AND ONSITE TEAM LEAD MR. PADEN WAS OUTSTANDING AND THEY WERE A BIG REASON WHY OUR PROJECT WAS COMPLETED ON TIME AND UNDER BUDGET. THIS IS NOT NORMAL FOR A GOVERNMENT PROJECT, THANK YOU SPAWGLASS..."

TODD RADFORD | CHIEF OF POLICE | CITY OF LAKEWAY





KEY FEATURES

✓Government Facility ✓ Phased Construction ✓Occupied Building

DELIVERY METHOD
Construction-Manager-at-Risk

CONSTRUCTION COST
Original: $15,542,350

Final: $28,093,677

PERCENTAGE/DOLLAR AMOUNT SELF PERFORMED
$3,371,241

CONSTRUCTION DATES
Start - 01/2019
Completion - 08/2021

OWNER
Comal County
Tom Hornseth
830-608-2090

ARCHITECT
HDR, Inc.
Halden Tally
972-960-4049

COMAL COUNTY LANDA/ANNEX BUILDING RENOVATIONS

NEW BRAUNFELS, TEXAS

SpawGlass completed a multi-phase renovation and addition to the Landa and Annex buildings to increase the county's capacity to serve a rapidly growing community.Renovations to the two-level, 64,000-square-foot Landa Building, located in the heart of New Braunfels, consisted of three courtrooms along with judges' offices, holding cells, the county court clerk's offices, and offices for the district attorney and associated parties. Renovations to the three-level Annex Building consisted of a lobby, public records, staff offices, the auditor's office, treasury, IT support, courtrooms, judges' chambers and district court clerk department. Work included installation of extensive audio-visual technology. Also, one of the new elevators and new mechanical units were added to the attic space. Scope on this phased CMAR project was expanded to include the conversion of the fourth and fifth levels of the Annex Garage into a holding facility.





KEY FEATURES

✓Residential Facility ✓Occupied Building

PROJECT TEAM



Project Executive
Blake Green



MEP/QC Coordinator
Daylon Dyess

DELIVERY METHOD
Construction Manager-at-Risk

CONSTRUCTION COSTS
Original: $20,269,482
Final: $20,193,152
(Returned contingency savings to owner)

CONSTRUCTION DATES
Start - 01/2018
Completion - 07/2019

OWNER
Texas State University
Kyle Estes
512-245-2289
DHRLDirector@txstate.edu

ARCHITECT
Pfluger Associates
Scott Beardslee
512-476-4040
scott@pflugerassociates.com

TEXAS STATE UNIVERSITY DHRL BLANCO HALL RENOVATIONS

SAN MARCOS, TEXAS

Texas State University's Blanco Hall originally opened in 1987. The primary goal of renovating this residence hall was to replace and upgrade the outdated mechanical, electrical and plumbing (MEP) systems. A secondary goal was to modernize the look and feel of the space. Work was phased to occur in one wing per semester, with three wings total. Fire barriers and alarms were used for additional safety, as students occupied the residence hall while the majority of construction was ongoing. This extensive renovation included abatement and removal of all existing systems. The building was retrofitted with sprinklers in every room, and electrical and fire equipment was added in the hallways. Enlarging the water supply closets between sets of rooms was the heart of the project, allowing better access for maintenance. New lighting throughout; the addition of windows to the level-four study rooms; fresh paint; and new flooring, ceilings and door hardware in the common areas and dorm rooms completed the residence hall's remodel and updates.





KEY FEATURES

✓Residential Facility ✓Proposed Project Member

PROJECT TEAM



Superintendent
Mark Worrell

DELIVERY METHOD
Construction Manager-at-Risk (CMAR)

CONSTRUCTION COST
$58,173,508

CONSTRUCTION DATES
Start - 6/2015
Completion - 6/2017

OWNER
Sam Houston State University
Terry Whitman
(214) 693-3567
terrywhitman@shsu.edu

ARCHITECT
Stantec
Erin Machac
(713) 548-5700
Erin.Machac@jacobs.com

SAM HOUSTON STATE UNIVERSITY PINEY WOODS HALL

HUNTSVILLE, TEXAS

The six-level, 232,000-square-foot Sam Houston State University Piney Woods Hall is a home away from home for approximately 700 students. Each floor has two lounges and kitchenettes. The building has a multi-purpose room, learning center and laundry facility. The large courtyard has amphitheater seating and pedestrian walkways to adjacent facilities, including the nearby dining hall. Technology, including Building Information Modeling (BIM) and sophisticated software, played a huge role in planning the project, enhancing speed of communication and ensuring everyone was working off of the most current information.





KEY FEATURES

✓Residential Facility ✓Proposed Project Member

PROJECT TEAM



Superintendent
Joey Clepper

DELIVERY METHOD
Construction Manager-at-Risk (CMAR)

CONSTRUCTION COST
$48,609,667

CONSTRUCTION DATES
Start - 09/2014
Completion - 05/2016

OWNER
Texas State University
Patsy Holtman
(512) 245-1887
ph32@txstate.edu

ARCHITECT
Stantec
Mark Reuschle
(512) 867-6000
mark.reuschle@stantec.com

TEXAS STATE UNIVERSITY ANGELINA AND SAN GABRIEL RESIDENCE HALLS

SAN MARCOS, TEXAS

The 187,492-square-foot Texas State University Moore Street Housing project consists of staff apartments and 332 bedroom units for a total of 598 student beds. Rooms are arranged in a "gang" style with one restroom serving four to five rooms. Each floor has guest restrooms, study rooms, kitchenettes and lounge spaces. A 20,000-square-foot community building with offices, a mail room, living room spaces, study rooms, seminar rooms and a large conference space is located in the middle of the two dormitory structures.

This project presented a very unique estimating challenge for SpawGlass. Prior to our involvement, the project's overall cost had failed to meet the owner's project budget. The university asked SpawGlass to join the team and utilize our proven processes to aid in preconstruction, estimating and construction. As with our other projects, we were able to rely on our relationship with the subcontractor market to achieve competitive proposals and an overall acceptable GMP for the client. Though this project was not a traditional preconstruction effort, we demonstrated our abilities as a construction manager executing a successful preconstruction process and delivering accurate estimates.

TAB 7

Experience with Local Subcontractors



SpawGlass

Providing the Absolute Best Construction Experience



SECTION 7
EXPERIENCE WITH LOCAL SUBCONTRACTOR S

EXPERIENCE WITH LOCAL SUBCONTRACTORS

> *Maximum of one (1) single sided page providing information regarding the firm's qualification, knowledge and experience with subcontractors in and around Central Texas.*

Subcontractors Relationships

With our office located in Austin, SpawGlass brings a wealth of similar experience, unmatched reputation and unparalleled accountability in the local market. Our team members live and work here in the Central Texas area and we are confident the SpawGlass team can meet the expectations of Williamson County for this project.

SpawGlass has an excellent working relationship with the local area subcontracting community. To stay competitive, we have established lasting relationships with the local subcontracting community. SpawGlass also participates in several Mentor Protégé Programs with Texas-based companies to encourage growth of local companies. The local subcontractors recognize that we are a capable General Contractor that will plan the project well to enable their success and that we will provide timely payment on the monthly billing cycles. We are known as being "firm but fair" and being consistent on our business dealings.

SpawGlass is active in the Texas Chapters of the Associated Builders and Contractors (ABC) and Association of General Contractors (AGC) trade associations that represent a multitude of subcontracts and suppliers not only from Texas, but nationwide. The trade subcontractors that will be involved on this project will be a critical link in the success of the project and will be an important part of the project team.

As the Construction Manager at Risk, we have a great working relationship with subcontractors associated with the market surrounding the project. Our database includes over 5,000 subcontractors and suppliers, which will be sorted based on the scope of work required by the project. We also will use a list of all subcontractors that have provided a price to us from previous projects.

Subcontractor Solicitation and Selection

SpawGlass places ads requesting proposals from subcontractors and suppliers in the Austin-area newspapers, including MBE/WBE/HUB publications. Notices and plans are posted in plan rooms (e.g. iSqFt, Builders Exchange, Dodge-McGraw Hill, Reed Construction Data, ABC, AGC, Hispanic Contractors Association), local newspapers and our own office plan rooms.

Three Weeks to Deadline

- Email notices are distributed to subcontractors and suppliers via our in-house online plan room, iSqFt, including MBE/HUB-certified subcontractors and suppliers for each trade.
- After solicitations have been sent, we contact all subcontractors and suppliers to consolidate a list of interested respondents.

Two Weeks to Deadline

- A pre-proposal conference/minority/community outreach mixer is held to allow proposers to ask questions and further familiarize themselves with the project.
- Any RFIs or clarifications submitted are reviewed, and a compiled list is sent to the project architect for review and release via addendum no later than one week prior to the proposal due date.
- Addenda are issued and distributed to all pre-proposal conference attendees.

Bid Due Date

- Competitive sealed proposals are received and privately opened in the presence of the owner at the designated time and date. Proposals for each category of work are then tabulated, and each one evaluated and scored based on the approved "best value" grading criteria.
- SpawGlass meets with each best value subcontractor to review their scope of work for the given category.
- Having confirmed best value, we present a recommendation with evaluation comparisons as well as a comparison to the estimated cost included in the GMP for the owner's approval.
- Once approval is received, a contract is negotiated with the best-value firm.



TAB 8

Completing Projects On Time and On Budget

SpawGlass

Providing the Absolute Best Construction Experience



SECTION 8
COMPLETING PROJECTS ON TIME AND ON BUDGET

COMPLETING PROJECTS ON TIME AND ON BUDGET

> *Maximum of one (1) single sided page providing information regarding the firm's history of completing projects on time and within budget.*

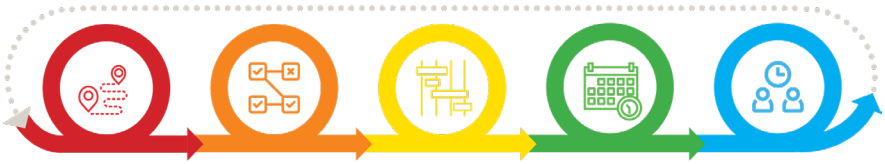
Lean Scheduling

SpawGlass consistently achieves timely completion through detailed schedule development, monitoring of the schedule, assisting other team members in achieving the schedule and being prepared to immediately address and mitigate any issues that may impact the schedule. Lean processes drive our proactive approach to scheduling.

We implement lean construction practices to enhance the efficiency of our projects. Lean scheduling is based on maximizing production to keep projects on track, emphasizes respect for all project team members and promotes true collaboration throughout the preconstruction and construction process.

Utilizing lean scheduling, our team breaks down the measurable components of the whole project into smaller parts, keeping the workflow smooth and continuous. The lean process also bolsters quality assurance when sequencing the workflow to prioritize installations properly. These practices allow SpawGlass to maximize seamless handoffs among project participants and promote reliable and predictable outcomes in every phase of the project.

Our Lean Scheduling Process



P6 Baseline Schedule
Documents the expected duration of a project, depicting the interrelationships and duration of all construction activities

Pull Planning Sessions
The P6 master schedule is broken down into smaller batches. These sessions are repeated as necessary every 10 to 12 weeks.

Six-Week Look Ahead
Provides a detailed breakdown of the work tasks by laying them out on weekly planning boards.

Weekly Work Plans
Clearly identifies the hand-off points within an activity and the manpower needed to accomplish each task.

Daily Huddles
The team reviews what was promised for the day, what is coming for everyone the following day, and uncovers any unforeseen issues that come to light.

Cost Estimating

We use our extensive regional cost experience to keep the owner up to date on cost and scope and will pre-sell the project to the local subcontracting community. By competitively bidding clear and precise documents and then providing experienced and detailed evaluation of the subcontract proposals, we can ensure the most appropriate expenditures for a project. As good stewards of your money, our primary objective is to provide construction solutions that will ultimately help you achieve the maximum possible scope within a predetermined budget. Our preconstruction deliverables will include, at a minimum, cost estimates at the following phases of design:



Schematic Design (SD)
- Initial Cost Estimate in CSI Format
- Based on minimal known project data
- Uses historical data, cost database and input from key subs

Design Development (DD)
- Detailed Estimate with Units and Quantities
- Early Bid Packages
- Adjustments to Maintain Budget

Construction Documents (CD)
- Bid Packages
- Subcontractor Solicitation
- Constructability and Value Engineering as Needed to Maintain Budget

GMP Estimate
- Includes Breakdown of Estimated Costs Organized by Categories
- *May Occur Earlier in the Preconstruction Phase*

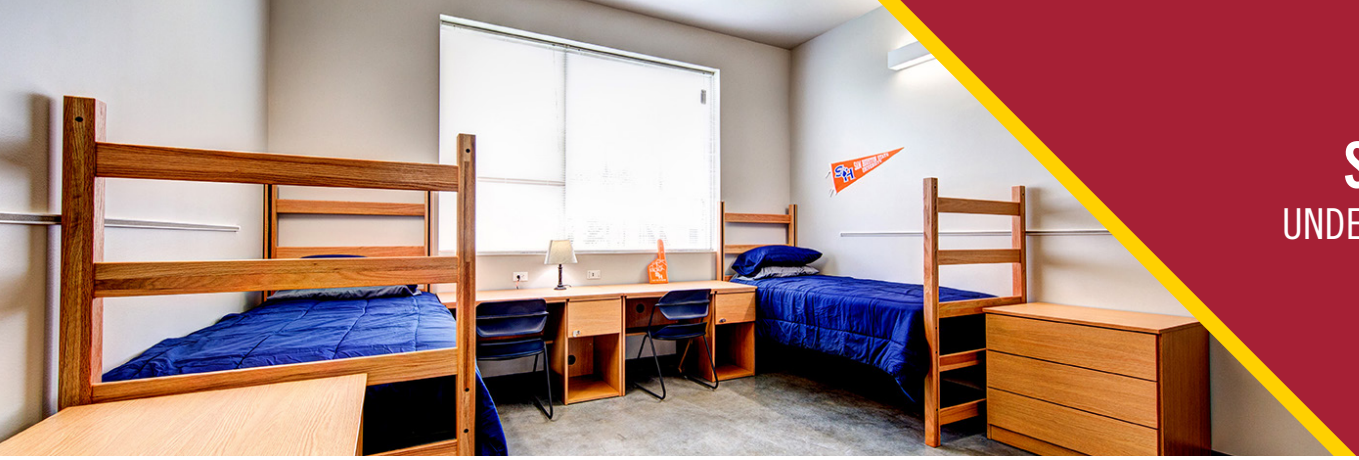


TAB 9

Understanding of the Project

SpawGlass

Providing the Absolute Best Construction Experience



SECTION 9
UNDERSTANDING OF THE PROJECT

UNDERSTANDING OF THE PROJECT

> *Maximum of one (1) single sided page providing information regarding your understanding of the project.*

The Williamson County Juvenile Justice Center Addition project demonstrates the County's ongoing mission to provide specialized care and innovative programming to the individuals and community in which they serve. By improving and extending the life of its facilities, and adhering to the new mandated child to supervisor ratio of 8:1, the County will provide a safer and more rehabilitative environment. SpawGlass stands ready to serve Williamson County to deliver this project safely and efficiently.

SpawGlass understands that Williamson County intends to construct the Juvenile Justice Center Addition in phases, with the first phase adding an expansion to the facility with a new entry. Phased construction can be challenging but because so much of our work is performed in existing, operational facilities, the phasing of construction projects is a skill at which SpawGlass excels. As the construction manager, SpawGlass will lead the team, serving as the point of contact for any project communication and accountability. We also understand that the construction notice to proceed is anticipated for May 2023 with a duration of 18 months to completion.

Preconstruction Phase

With a collaborative approach, Project Executive **Blake Green**, Project Manager **Mark Worrell** and Superintendent **Joey Clepper** will work with the A/E team throughout preconstruction, providing seamless communication as the team develops the project design and construction work plan, ensuring the project finishes within the agreed budget and schedule. In this process, SpawGlass can provide cost and constructability input from the beginning stages to the end. Utilization of SpawGlass' knowledge as well as major subcontractors throughout design, will reduce some of the risks often experienced during construction.

Upon receipt of a Notice to Proceed, the SpawGlass team will meet with the County and the design team to review and refine the project construction schedule and to ensure our execution plan aligns with the project's requirements. We will work closely with the County to validate the project program and facilitate future pre-planning sessions. As team leader, **Mark** will direct and oversee the activities of our team and will ensure the goals of Williamson County are exceeded through the preconstruction and construction phases of this project. Superintendent **Joey Clepper** will also be involved in both phases of the project. Having the construction project manager and superintendent working together from the initial design concept through close-out of the project, allows for an increase of quality on the project.

Pull Plan Session for Design

After understanding the different phases of the project and the schedule's critical construction dates and milestones, SpawGlass will be prepared to facilitate our lean construction methodology and conduct a "pull planning session" to develop the design/preconstruction schedule. This process will allow all team members to accurately "voice" their schedule considerations so that an accurate and refined preconstruction schedule is developed in a collaborative environment.

Coordination with Trades

This phased project will engage a number of subcontractors to handle different portions of construction. Accurately handling, coordinating and scheduling subcontractor activities will be critical to successfully leading the team through the process, particularly when subcontractors will be due to work on same or physically close building parts. Project Manager **Mark Worrell** and Superintendent **Joey Clepper** will analyze and identify potential space and time conflicts between subcontractors.

Safety

When building on an occupied site with heavy visitor and worker traffic, safety is always a concern requiring focused attention. SpawGlass will develop site specific safety and logistics plans and procedures that address every aspect and concern of the County.

Appendix A



SpawGlass

Providing the Absolute Best Construction Experience

MARK WORRELL

PROJECT MANAGER | EMPLOYEE OWNER

As project manager, Mark will be responsible for the overall management of the project. Mark's responsibilities include budget conformance, subcontractor coordination, contract administration, and construction operations oversight including safety and quality assurance.

SAM HOUSTON STATE UNIVERSITY PINEY WOODS HALL

Huntsville, TX | $58,173,508 | 232,822 SF | CMAR | Superintendent

A new six-level, 232,000 SF residential hall for approximately 700 students with lounges, kitchenettes,multi-purpose room, learning center, laundry facility, and large courtyard with amphitheater seating and pedestrian walkways.

ALOFT AUSTIN AIRPORT HOTEL

Austin, TX | $14,269,432 | 74,000 SF | CMAR | Senior Superintendent

New four-level boutique hotel with 136 guest rooms, a fitness center and swimming pool.

THE UNIVERSITY OF TEXAS AT AUSTIN GORDON-WHITE BUILDING

Austin, TX | $10,446,618 | 41,185 SF | CMAR | Superintendent

Extensive renovation of four-level, 30,068 SF historic building, including office and common areas, to refurbish and restore all interior spaces and bring the facility to ADA compliance, and build new two-level, 6,417 SF addition

THE UNIVERSITY OF TEXAS AT AUSTIN BLANTON DORMITORY (BLD) SHOWER ROOM IMPROVEMENTS

Austin, TX | $2,148,200 | 5,000 SF | Superintendent

The renovation of all five levels of the building, including maintenance of building systems, hazardous material abatement, selective demolition, removal and replacement of interior finishes, life safety, and mechanical system upgrades.

ASPEN HEIGHTS RIVERSIDE PARKING GARAGE

Austin, TX | $13,287,079 | 240,000 SF | Superintendent

A five-level 240,000 SF parking garage with an amenity deck and pool.

CITY OF AUSTIN/AUSTIN ENERGY DOWNTOWN CHILLER CAPACITY ADDITION

Austin, TX | $13,733,857 | 4,800 SF | Superintendent

Design and construction of a new 3,000-ton chiller plant addition set on the roof of the Austin Convention Center providing chilled water to downtown properties.



YEARS OF EXPERIENCE

17 years in Industry
17 years with SpawGlass

EDUCATION

B.B.A. General Business, Sam Houston State University

TRAINING

Automated External Defibrillator (AED)

First Aid/CPR

OSHA 30-Hour

JOEY CLEPPER

SUPERINTENDENT | EMPLOYEE OWNER

As superintendent, Joey will be responsible for the day-to-day activities in the field. This includes the safety and organization of field operations, documentation of daily activities, inspection of work for quality conformance, and ensuring all activities align with the project schedule.

TEXAS STATE UNIVERSITY ANGELINA AND SAN GABRIEL RESIDENCE HALLS

San Marcos, TX | $48,609,667 | 187,492 SF | CMAR | Assistant Superintendent

New 187,492 SF complex, consisting of two buildings with staff apartments, 598 student beds, restrooms, study rooms, kitchenettes and lounge spaces; and a 20,000 SF community building with offices, study rooms, and large conference space.

TEXAS STATE UNIVERSITY BRUCE AND GLORIA INGRAM HALL

San Marcos, TX | $90,403,710 | 166,851 SF | CMAR | Assistant Superintendent

New six-level, 166,851 SF science and engineering building, including spaces for administrative office, research and teaching labs, maker space, classrooms and common areas; and an extension of the campus utilities to serve the new facility.

THE UNIVERSITY OF TEXAS AT AUSTIN EAST CAMPUS PARKING GARAGE

Austin, TX | $50,438,325 | 725,000 SF | Superintendent

Design-build of a cast-in-place parking garage with seven levels in the first phase and five in the second phase, accommodating a total of 2,000 vehicles and providing offices and retail shell space.

THE UNIVERSITY OF TEXAS AT AUSTIN SOUTH WING RENOVATION OF THE ANNA HISS GYMNASIUM

Austin, TX | $10,400,000 | 38,456 SF | Superintendent

Demolition and abatement of the interior walls, including existing shower pans on the first level. Renovations included a new elevator, topping slab, air handling unit (AHU), medium voltage switchgear and architectural finishes.

THE UNIVERSITY OF TEXAS AT AUSTIN NORTH WING RENOVATION OF THE ANNA HISS GYMNASIUM

Austin, TX | $10,058,177 | 33,993 SF | CMAR | Superintendent

Demolition, hazardous materials remediation, interior modifications, space repurposing and renovations to building envelope, minor exterior features and existing courtyard. Feature large open spaces, several conference rooms, laboratories and increased electrical capacity and air conditioning.

CHENIERE ENERGY ADMINISTRATION BUILDING - CORPUS CHRISTI LNG

Gregory, TX | $15,597,418 | 27,360 SF | Superintendent

New two-level, steel structure office building containing meeting, training, and presentation rooms; cafeteria; offices; and file/storage rooms.

EMPLOYEES RETIREMENT SYSTEM OF TEXAS RENOVATIONS

Austin, TX | $1,056,103 | 10,626 SF | CMAR | Superintendent

Renovation of the first and third floors in the existing Employees Retirement System office building.



YEARS OF EXPERIENCE

17 years in Industry
17 years with SpawGlass

TRAINING

Electrical Safety

Engineering Safety Consultants Aerial Lift

Engineering Safety Consultants Rough Terrain Fork Lift

Engineering Safety Consultants Scissor Lift

First Aid/CPR

OSHA 10-Hour

OSHA 30-Hour

Rigging/Flagging Training

BLAKE GREEN

PROJECT EXECUTIVE | EMPLOYEE OWNER

As project executive, Blake will serve as Williamson County's main point of contact. Blake will provide leadership throughout the project including oversight of the budget, schedule, risk management measures and subcontractor relations. Blake will also serve as a resource to the project team and Williamson County ensuring satisfaction throughout the construction process.

ALOFT AUSTIN AIRPORT HOTEL

Austin, TX | $14,269,432 | 74,000 SF | CMAR | Project Manager

New four-level boutique hotel with 136 guest rooms, a fitness center and swimming pool.

CITY OF AUSTIN GREATER AUSTIN AREA TELECOMMUNICATIONS NETWORK (GAATN) OPERATIONS CONTROL CENTER

Austin, TX | $1,565,342 | 800 SF | Project Manager

Work consisted of the construction of a new room within the mezzanine level of the Austin Convention Center and the installation of equipment to create a new GAATN network operations control center.

CONFIDENTIAL - NEW GROUND-UP BUILDING

Austin, TX | $12,132,850 | 40,000 SF | CMAR | Project Manager

New 40,000 SF facility.

FORT HOOD AT SCHLUETER LOOP H-E-B

Killeen, TX | Confidential | 83,000 SF | Project Manager

The new 83,000 SF store features fresh produce; meat market; fish market; gourmet cheese shop; sushi bar; bakery and tortilleria; healthy living department with bulk foods; wine and beer department; pharmacy; floral department; True Texas BBQ restaurant; fuel station; car wash; and Curbside pick-up. Construction, including 20 acres of sitework, was completed in only 30 weeks.

MILITARY AND GOLIAD H-E-B ADDITION AND RENOVATION

San Antonio, TX | Confidential | 13,940 SF | CMAR | Senior Project Manager

A 13,940 SF addition to the left side of the 89,000 SF store, as well as construction of new towers at the front two entrances, the addition of a Texas Backyard area, Curbside and parking lot improvements, and expansion of rear concrete loading dock area

PALM PARK UTILITIES RELOCATION

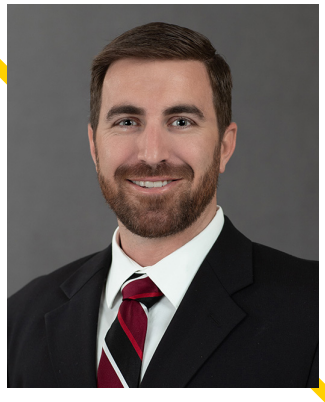
Austin, TX | $1,692,748 | Senior Project Manager

Project consisted of constructing an Austin Energy ductbank and telecom ductbank to serve surrounding area, specifically allowing the existing aboveground utilities in Palm Park to be run underground, and will also serve the neighboring development.

UT DELL MEDICAL SCHOOL H-E-B PHARMACY SUITE

Austin, TX | Confidential | 2,428 SF | CMAR | Project Manager

Interior finish-out of a storefront lease space inside an active healthcare and higher education facility with ongoing sensitive operations.



YEARS OF EXPERIENCE

13 years in Industry
13 years with SpawGlass

EDUCATION

B.S. Civil Engineering,
Texas A&M University-Kingsville

TRAINING

ASHE Healthcare Construction Certificate (HCC)

First Aid/CPR

OSHA 30-Hour

JEFF EUBANK

CHIEF ESTIMATOR | EMPLOYEE OWNER



Jeff's experience spans a variety of projects, each with its own unique challenges related to constructability, budget and schedule. He has managed costs on these projects throughout the cost estimating process and has ensured cost control during the construction phase. As chief estimator, he will provide budgets and GMP pricing, solicit bids from subcontractors and assist in constructability reviews and value analysis. He will work cohesively with the preconstruction team to ensure all budgeting needs are met.

THE UNIVERSITY OF TEXAS AT AUSTIN PATTON HALL PHASE II

Austin, TX | $68,931,559 | 203,547 SF | CMAR | Senior Project Manager

Six-level building housing a student center, classrooms, study spaces and labs with scope including site utilities to support the two phases of this project

TEXAS A&M UNIVERSITY-KINGSVILLE MESQUITE VILLAGE WEST

Kingsville, TX | $15,198,445 | 102,197 SF | Project Manager

The four-level, 98,000 SF residential village consists of 300 beds and includes laundry facilities, study rooms, an outdoor pavilion, and swimming pool.

CEDAR PARK FIRE STATION #1

Cedar Park, TX | $2,075,056 | 9,126 SF | CMAR | Project Manager

New fire station equipped to house an eight-person fire crew and the shift battalion chief with the facility including three dispatch rooms for emergency response, a kitchen, conference rooms, a community room, living room, storage area, laundry area, weight room with rubber flooring, shower room and bunker room.

CAPITAL STUDIOS AFFORDABLE HOUSING DEVELOPMENT

Austin, TX | $16,763,504 | 80,077 SF | CMAR | Senior Project Manager

Located in downtown Austin, Capital Studios is made up of 135 efficiency apartments, a common space, modern amenities and an outdoor, landscaped courtyard with seating. The building occupies approximately one half city block and is designed to exceed LEED Platinum and Austin Energy Green Building 5-Star standards.

AUSTIN COMMUNITY COLLEGE HIGHLAND SOUTH PARKING GARAGE

Austin, TX | $52,858,073 | 812,000 SF | CMAR | Project Executive

New seven-level, 2,385-space cast-in-place parking garage with five portal gates, four elevators in two towers, six sets of cast-in-place concrete stairs and a below-grade 1,000,000-gallon rainwater and condensate harvesting cistern that provides irrigation for this area of campus.

AUSTIN COMMUNITY COLLEGE ROUND ROCK CAMPUS PHASE 2

Round Rock, TX | $27,351,072 | 45,000 SF | CMAR | Project Executive

New construction of multiple academic and administrative buildings on active university campus.

YEARS OF EXPERIENCE

22 years in Industry
15 years with SpawGlass

EDUCATION

B.S. Construction Science Management, Texas State University

TRAINING

First Aid/CPR

OSHA 10-Hour

OSHA 30-Hour

DAYLON DYESS

MEP COORDINATOR | EMPLOYEE OWNER



Daylon brings 16 years of experience with MEP projects in state and local government buildings, university campuses, regional healthcare facilities and some of Austin's largest industrial, pharmaceutical and high-tech manufacturers. With the technical experience to install all levels of HVAC, plumbing or specialty piping systems, he will deliver creative and high-quality mechanical solutions for your project.

AUSTIN COMMUNITY COLLEGE HIGHLAND CHILLER PLANT

Austin, TX | $10,069,235 | 18,000 | CMAR | MEP Coordinator

New construction of 18,000 SF, two-level chiller plant to support campus operations

CITY OF AUSTIN FAULK LIBRARY/AUSTIN HISTORY CENTER ARCHIVAL REPOSITORY

Austin, TX | $12,600,000 | 81,699 SF | CMAR | MEP Coordinator

Renovations across multiple floors and two different buildings, consisting of both interior and exterior improvements to office and meeting space as well as lab and artifact storage areas; MEP renovations; exterior façade restoration; and new soft and hardscapes for the entire block.

TEXAS STATE UNIVERSITY BRUCE AND GLORIA INGRAM HALL

San Marcos, TX | $90,403,710 | 166,851 SF | CMAR | MEP Coordinator

New six-level, 166,851 SF science and engineering building, including spaces for administrative office, research and teaching labs, maker space, classrooms and common areas; and an extension of the campus utilities to serve the new facility.

TEXAS STATE UNIVERSITY DHRL BLANCO HALL RENOVATIONS

San Marcos, TX | $20,193,152 | 200,000 SF | CMAR | MEP Coordinator

Renovations and improvements to five-level, 200,000 SF, 300-bed dormitory building, including extensive upgrades to MEP systems and living spaces.

THE UNIVERSITY OF TEXAS AT AUSTIN NORTH WING RENOVATION OF THE ANNA HISS GYMNASIUM

Austin, TX | $10,058,177 | 33,993 SF | CMAR | MEP Coordinator

Demolition, hazardous materials remediation, interior modifications, space repurposing and renovations to building envelope, minor exterior features and existing courtyard. Features large open spaces, several conference rooms, laboratories and increased electrical capacity and air conditioning.

THE UNIVERSITY OF TEXAS AT AUSTIN SOUTH WING RENOVATION OF THE ANNA HISS GYMNASIUM

Austin, TX | $10,400,000 | 38,456 SF | MEP Coordinator

Demolition and abatement of the interior walls, including existing shower pans on the first level. Renovations included a new elevator, topping slab, air handling unit (AHU), medium voltage switchgear and architectural finishes.

THE UNIVERSITY OF TEXAS AT AUSTIN TEXAS TENNIS CENTER REPLACEMENT FACILITY

Austin, TX | $17,821,479 | 24,000 SF | CMAR | MEP Coordinator

New, two-level sports facility including 12 outdoor tennis courts, locker rooms, players lounge with a nearby study room, athletic training room complete with a hydrotherapy plunge pool, and large weight and fitness room as well as a grandstand that can accommodate up to 1,200 spectators.

YEARS OF EXPERIENCE

16 years in Industry
5 years with SpawGlass

EDUCATION

Local Union 286 Plumbers and

Pipefitters Joint Apprenticeship

School

TRAINING

Acoustical Considerations for Building Design

Chilled Water Air Handler Design for Commercial Designs

Commercial and Healthcare Exhaust Systems

Conditioning High and 100% Quantities of Outside Air

Fan Coil Units Customization

Local Union 286 Plumbers and Pipefitters Joint Apprenticeship School

OSHA 30-Hour



ADDITIONAL ITEMS

PAST PERFORMANCE WITH GOVERNMENT ENTITIES

A list of our previous experience with government projects is included in this section.

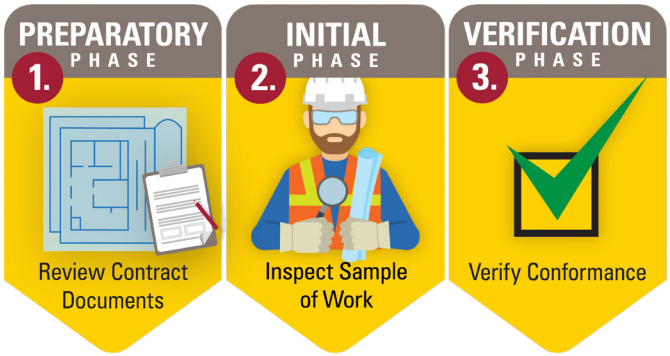
WARRANTY ASSURANCE

SpawGlass' proactive warranty service support philosophy begins with ensuring all materials and equipment are properly installed and commissioned; and all maintenance and operations personnel receive hands-on written training. Project Manager **Mark Worrell** will also serve as the point of contact throughout the warranty period. Should warranty service be required, this will provide continuity and history behind any warranty requests.

QUALITY ASSURANCE

Zero-Defect Process (ZDP)

As part of our commitment to provide the absolute best construction experience, SpawGlass will implement our Zero-Defect Process (ZDP), our multifaceted quality control program, to ensure delivery of high-quality workmanship throughout your project. This process focuses on planning and preparation. By taking a proactive approach to quality control, we are able to identify potential issues and take corrective action early in the construction process.



For each significant construction activity and measurable feature of work, the ZDP will be applied in three phases:

1. **Preparatory Phase –** Prior to beginning work, our project team will review contract specifications and drawings, manufacturers' installation instructions and required inspections, and arrangements for required tests and inspections. We also will review each subcontractor's site-specific quality management plan. At this stage, our goal is to focus our quality efforts on preventing deficiencies.
2. **Initial Phase –** Once a representative sample of the work has been done, we will examine and photograph the first work-in-place to ensure a superior level of workmanship and strict compliance with the construction documents, material samples, submittals and shop drawings. This phase will be repeated each time a new crew begins working onsite or whenever specified quality is not met.
3. **Verification Phase –** Once a construction activity or feature of work is complete, we will verify conformance to the construction documents, and required tests and inspections will be performed. Any identified deficiencies or nonconforming work will be corrected, re-inspected and documented before any subsequent construction activities proceed.

Utilizing the ZDP will allow SpawGlass to plan, schedule and install work in an orderly, consistent manner that will reduce rework and warranty issues, while helping keep the schedule on track and costs in check on your project.

GOVERNMENT PROJECTS COMPLETED IN THE PAST 5 YEARS

Project Name	Owner	Completion Date	CMAR
Hunting Bayou Channel Improvements	Harris County	July 2022	
Cedar Hill State Park - Flood Repairs	Texas Parks and Wildlife Department	June 2022	
Austin Convention Center Marshalling Yard and Warehouse	City of Austin	June 2022	
McAllen Central Processing Center Renovation	U.S. Army Corps of Engineers Fort Worth District	February 2022	
Overhead Door Replacement	Port of Orange	January 2022	
West Pearland Library	City of Pearland	December 2021	✓
Drainage Improvements for Mercer Botanic Gardens	Harris County	October 2021	
Harlingen Border Patrol Renovations	Washington Alliance Capital LLC	September 2021	
Corpus Christi State Supported Living Center HVAC Generator and Master Lock Replacement	Texas Health and Human Services	August 2021	
Comal County Landa/Annex Buildings Renovation	Comal County	August 2021	✓
Capitol West - 1204 San Antonio Street	Texas Association of Counties	July 2021	✓
City of Austin Greater Austin Area Telecommunications Network (GAATN) Operations Control Center	City of Austin	July 2021	
Quintana Road	City of San Antonio	March 2021	
Corpus Christi Police Station & Building Improvements	City of Corpus Christi	January 2021	
Nueces County Bishop ADA Improvements	Nueces County	January 2021	
Cameron County Adult Probation	Cameron County	January 2021	
Bexar County Adult Detention Center Perimeter Fencing Event #730	Bexar County	December 2020	
DPS Building B Renovation	Texas Department of Public Safety	December 2020	✓
Brownsville South Padre Island International Airport New Passenger Terminal	City of Brownsville	11/17/2020	
Bexar County Adult Detention Center Infirmary/Booking Ceiling Replacement Project Event #660	Bexar County Facilities Management Department	October 2020	
Nueces County D/B Modified Bill Bode Roof Replacement	Nueces County	October 2020	
Nueces County Agua Dulce ADA Improvements	Nueces County	October 2020	
City of Austin/Austin Energy Downtown Chiller Capacity Addition	Austin Energy / City of Austin	June 2020	
Anzalduas International Bridge NB Passenger Inspection Station	City of McAllen	May 2020	
Brenham State Supported Living Center Boiler and Generator Replacement	Texas Health and Human Services	April 2020	
Tyler Pounds Regional Airport Taxiway Charlie/Foxtrot Rehabilitation	City of Tyler	April 2020	

Project Name	Owner	Completion Date	CMAR
Alliance Children's Garden at Butler Park	City of Austin	February 2020	✓
Harris County Precinct 4 Service Center Phase II	Harris County	December 2019	✓
Corpus Christi International Airport Rehabilitate Terminal Apron Phase II and East GA Apron Phase III	Corpus Christi International Airport	November 2019	
Fort Bend County Transit Facility	Fort Bend County	October 2019	
City of Houston Northside Health Center Renovation	City of Houston General Services Department	August 2019	
San Antonio International Airport Taxiway R Rehabilitation and Municipal Solid Waste Removal	City of San Antonio Aviation Department	June 2019	
Lackland Building 910/Hangar 1 Renovation	U.S. Army Corps of Engineers	May 2019	
Lamar State College-Orange Workforce Renovation	Lamar State College-Orange	April 2019	
Dancy Building Exterior Terra Cotta Façade Historic Restoration	Cameron County	March 2019	
City of Lakeway Police Facility	City of Lakeway	March 2019	✓
Water Service Center	City of Port Arthur	December 2018	
Employees Retirement System of Texas Renovations	Employees Retirement System of Texas	December 2018	✓
Tyler Pounds Regional Airport Runway 4-22 Rehabilitation	City of Tyler	December 2018	
City of San Antonio Northwest and Southeast Service Centers	City of San Antonio	November 2018	
Harris County Precinct 4 Service Center Phase I	Harris County	November 2018	✓
Corpus Christi International Airport East GA and Terminal Apron Reconstruction 2	City of Corpus Christi	October 2018	
Michael E. DeBakey VA Medical Center Combined Heat and Power Full Back-Up Power Generation	U.S. Department of Veterans Affairs	August 2018	
San Antonio International Airport Terminal Area Taxiway Improvements	City of San Antonio	August 2018	
Port SA Project Tech Building One	Port San Antonio	March 2018	✓
Corpus Christi International Airport Taxiway K	City of Corpus Christi	March 2018	
Cameron County Judicial Building - JOC Program	Cameron County	January 2018	
Texas Workforce Commission Trinity and Main Buildings	Texas Workforce Commission	January 2018	
Animal Center Kennel Addition and Campus Infrastructure Improvements	City of Austin Purchasing Office	November 2017	
Corpus Christi East GA Apron Reconstruction	City of Corpus Christi	October 2017	
San Antonio International Airport Perimeter Road Improvements	City of San Antonio	September 2017	



PRICE PROPOSAL

	Item	Fee
4.1.1	PreConstruction Phase Fee	$63,710.00
5.1.1	Construction Phase Fee	$3,943,806.62

CHUBB®

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

AIA Document A310™ - 2010 Bid Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR
(Name, legal status and address):
SpawGlass Contractors, Inc.
1111 Smith Road
Austin, Texas 78721

SURETY
(Name, legal status and principal place of business):
Federal Insurance Company
202B Halls Mill Rd., PO Box 1650
Whitehouse Station, NJ 08889-1650

OWNER
(Name, legal status and address):
Williamson County, Texas
100 Wilco Way, Suite P101
Georgetown, Texas, 78626

BOND AMOUNT
Five Percent of Greatest-Amount-Bid (5% GAB)

PROJECT
(Name, location or address, and Project number, if any)
Williamson County Juvenile Justice Center

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **2nd** day of **August 2022**

Cami Alling

(Witness)

SpawGlass Contractors, Inc.

(Principal)

(Title) **David Paden, President Austin Division**

(Corporate Seal)

Federal Insurance Company

(Surety)

Janet Williams

(Witness) **Janet Williams**

(Attorney-in-Fact) **John A. Prince**

(Corporate Seal)

Printed in cooperation with the American Institute of Architects (AIA) by Chubb. The language in this document conforms to the language used in ***AIA Document A310™ - 2010.***

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Andrew A. Adams, Norman E. Adams, Michael Macomber, John A. Prince and Larry D. Snider of Houston, Texas ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st** day of **June, 2020.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **1st** day of **June, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 2nd day of August, 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



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Scoring Summary RFP #22RFP135 Construction Manager at Risk (CMAR) Juvenile Justice Center

Active Submissions

	Total	Respondents CMAR Experience with Similar Projects and Size	Project Manager Experience	Project Superintendent Experience	Post Construction/Warranty Assurance	Past Performance with Governmental Agencies	Respondent's Proposed Construction and Management Fees
Supplier	100 pts	/ 25 pts	/ 20 pts	/ 20 pts	/ 10 pts	/ 15 pts	/ 10 pts
SpawGlass Contractors, Inc.	88.9	25	18	17	10	14	4.9
Trimbuilt Construction, Inc	82	19	17	18	5	13	10
Lott Brothers Construction Company, Ltd.	77.6	19	17	15	10	13	3.6
White Construction Company	87.2	25	18	17	8	14	5.2

Commissioners Court - Regular Session **14.**

Meeting Date: 10/04/2022

Award of T2086 RFQ Materials and Geotechnical Testing at River Ranch to Terracon Consultants, Inc. for Facilities Management

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 a Professional Services Agreement (PSA) through RFQ T2086 for Materials Testing at River Ranch to the most qualified firm, Terracon Consultants, Inc., in the amount up to $28,809.00 and authorize execution of the agreement. Funding Source is P315.

Background

Terracon Consultants, Inc. is recommended for award through RFQ T2086 Materials and Geotechnical Testing which established a pre-qualified consultant pool to be contracted on an as-needed basis. Terracon Consultants, Inc. is being recommended for this project due to their expertise in materials testing, geographic location, and availability to support the project. The funding source is P315. The department point of contact is Angel Nuñez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/29/2022 10:29 AM
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:44 AM
Form Started By: Johnny Grimaldo		Started On: 09/29/2022 08:55 AM
Final Approval Date: 09/29/2022		

AGREEMENT FOR CONSTRUCTION MATERIALS TESTING SERVICES

PROJECT: **River Ranch County Park Completion** ("Project")

CONSTRUCTION MATERIALS TEST ENGINEER: **Terracon Consultants, Inc.** ("Test Engineer")
Harrison J. Schneider, PE
800 Paloma Drive, Suite 150
Round Rock, Texas 78665

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

THIS AGREEMENT FOR CONSTRUCTION MATERIALS TESTING SERVICES ("Agreement") 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, Texas** a political subdivision of the State of Texas ("County") and Test Engineer.

RECITALS

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County intends to **repair and reconstruct roads and drainage systems at River Ranch County Park**; and

WHEREAS, County desires that Test Engineer perform certain professional services in connection with the Project; and

WHEREAS, Test Engineer represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and Test Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

Test Engineer agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to Test Engineer compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall provide Test Engineer with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to Test Engineer; however, any and all such information shall remain the property of County and shall be returned, if County so instructs Test Engineer.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1

National Environmental Policy Act (NEPA)

2.3.2

U.S. Army Corps Regulations

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

Test Engineer warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Test Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission,

percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

Test Engineer must sign the Debarment Certification enclosed herewith as Exhibit E.

3.3 Financial Interest Prohibited.

Test Engineer covenants and represents that Test Engineer, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, Test Engineer shall perform professional materials testing services for the Project, which are acceptable to County, based on standard geotechnical engineering and construction materials testing practices and the scope of work described on the Exhibits attached to this Agreement.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.

Test Engineer shall not commence work until Test Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

Test Engineer agrees to complete the Basic Services within the time period set forth in Exhibit C. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by Test Engineer, County shall pay to Test Engineer up to **Twenty-Eight Thousand Eight Hundred Nine Dollars ($28,809)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in Exhibit A. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in Exhibit B – *Fee Schedule*. County will only be obligated to pay Test Engineer for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

Test Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under Exhibit D. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to Test Engineer without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Five Hundred Dollars ($ 500)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and Test Engineer shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

Test Engineer shall not, however, be compensated for work made necessary by Test Engineer's negligent errors or omissions. In the event of any dispute over the classification of Test Engineer's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on Test Engineer

It is expressly understood and agreed that Test Engineer shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, Test Engineer shall submit to County working documents in any stage of completion to demonstrate incremental the progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by Test Engineer to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve Test Engineer of the responsibility of correcting any errors or omissions resulting from Test Engineer's negligence.

Upon submittal of the initial invoice, Test Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to Test Engineer will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. Test Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and Test Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between Test Engineer 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

8.2.3

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 Test Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Chapter 2251, V.T.C.A., Texas Government Code**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Test Engineer written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify Test Engineer in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by 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 Agreement, 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 Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

Test Engineer's Designated Representative for purposes of this Agreement is as follows:

Terracon Consultants, Inc.
Harrison J. Schneider, PE – Senior Staff Engineer
800 Paloma Drive, Suite 150
Round Rock, Texas 78665

Test Engineer shall have the right, from time to time, to change Test Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by Test Engineer under this Agreement, Test Engineer's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by Test Engineer's Designated Representative on behalf of Test Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by Test Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by Test Engineer's Designated Representative shall be binding on Test Engineer. Test Engineer's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of Test Engineer.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement 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 Test Engineer 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 Agreement, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel

Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Test Engineer: Terracon Consultants, Inc.
800 Paloma Drive, Suite 150
Round Rock, Texas 78665

Attention: Jesse M. Kocher, PE
Senior Principal, Construction Services

Either party may designate a different address by giving the other party **ten (10) days** written notice.

ARTICLE 11
PROGRESS EVALUATION

Test Engineer shall, from time to time during the progress of the Basic Services, and, when applicable, progress of Additional Services, confer with County at County's election. Test Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or Test Engineer, conferences shall be provided at Test Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Test Engineering Services. County may, from time to time, require Test Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement then County shall review same with Test Engineer to determine corrective action required.

Test Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1

Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then Test Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. Test Engineer shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO TEST ENGINEER WORK PRODUCT

13.1 Review Process.
Test Engineer's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by Test Engineer and supporting documents (collectively referred to hereinabove and hereinafter as the "Test Engineer Work Product(s)"), shall be submitted by Test Engineer on or before the dates specified for completion, as set out in the Production Schedule set forth in Exhibit C.

13.1.2 Completion.
Reports, plans, specifications, and supporting documents shall be submitted by Test Engineer on or before the dates specified in Exhibit C. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in Exhibit A have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within **thirty (30) days** of such submittal and County shall notify Test Engineer in writing within such **thirty (30)-day** period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify Test Engineer and County's technical review process will begin.

If the submission is not Complete, County will notify Test Engineer, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to Test Engineer, who shall perform any required Basic Services and resubmit to County. This process shall be repeated until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

After Acceptance, Test Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to Test Engineer Work Product.

Test Engineer shall make, without expense to County, such revisions to Test Engineer Work Product as may be required to correct negligent errors or omissions so Test Engineer Work Product meets the needs of County, but after the approval of Test Engineer Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to Test Engineer shall entitle Test Engineer to additional compensation for such extra services and expenses; provided, however, Test Engineer hereby agrees to perform any necessary corrections to Test Engineer Work Products which are found to be in negligent error or omission as a result of Test Engineer's development of Test Engineer Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by Test Engineer, to revise any Test Engineer Work Product in order to make the Project constructible, Test Engineer shall do so without additional compensation. In the event of any dispute over the classification of Test Engineer's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on Test Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on Test Engineer.

Test Engineer's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall Test Engineer be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon Test Engineer's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving Test Engineer **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, Test Engineer shall have the option of terminating this Agreement and, in the event, Test Engineer shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for Test Engineer to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by Test Engineer shall be grounds for termination of this Agreement, and any increased costs arising from Test Engineer's default, breach of contract, or violation of contract terms shall be paid by Test Engineer.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1

By mutual agreement and consent, in writing, of both parties.

16.2

By County, by notice in writing to Test Engineer, as a consequence of failure by Test Engineer to perform the Basic Services set forth herein in a satisfactory manner.

16.3

By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of Test Engineer, upon not less than **thirty (30) days** written notice to Test Engineer.

16.5
By satisfactory completion of all Testing Engineer Engineering Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Test Engineer. In determining the value of the Basic Services performed by Test Engineer prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If Test Engineer defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of Test Engineer, then County shall give consideration to the actual costs incurred by Test Engineer in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of Test Engineer to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, Test Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Test Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Test Engineer in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "Test Engineer Work Products") prepared by Test Engineer and its subcontractors/ subconsultants are related exclusively to the services described

in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Test Engineer's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Test Engineer.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, Test Engineer hereby conveys, transfers, and assigns to County all rights under the **Federal Copyright Act of 1976** (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by Test Engineer. Test Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Test Engineer or anyone connected with Test Engineer, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by Test Engineer without cost to County.

Upon execution of this Agreement, Test Engineer grants to County permission to reproduce Test Engineer's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. Test Engineer shall obtain similar permission from Test Engineer's subcontractors/ subconsultants consistent with this Agreement. If and upon the date Test Engineer is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of Test Engineer. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of Test Engineer Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Test Engineer Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of Test Engineer Work Products shall be at County's sole risk and without liability to Test Engineer and its subconsultants.

Prior to Test Engineer providing to County any Test Engineer Work Products in electronic form or County providing to Test Engineer any electronic data for incorporation into Test Engineer Work Products, County and Test Engineer shall, by separate written agreement, set forth the specific conditions governing the format of such Test Engineer Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files

are provided by Test Engineer for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Test Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Test Engineer shall be relied upon.

Test Engineer shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by Test Engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

Test Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of Test Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Test Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. Test Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. Test Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

Test Engineer shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve Test Engineer of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

Test Engineer shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the construction materials testing profession, and in recognition of such standards, Test Engineer shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. Test Engineer shall furnish County with satisfactory proof of its compliance.

Test Engineer shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

Test Engineer shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

TEST ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY TEST ENGINEER, TEST ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH TEST ENGINEER INCLUDING, WITHOUT LIMITATION, TEST ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH TEST ENGINEER EXERCISES CONTROL.

TEST ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM TEST ENGINEER'S FAILURE TO PAY TEST ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY TEST ENGINEER.

TEST ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT

NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY TEST ENGINEER IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT TEST ENGINEER'S OBLIGATIONS UNDER THIS ARTICLE 22. THE TERMS AND CONDITIONS CONTAINED IN THIS ARTICLE 22 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM TEST ENGINEER IS NOT LEGALLY LIABLE, TEST ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO TEST ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF TEST ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY TEST ENGINEER, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY TEST ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY TEST ENGINEER, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN TEST ENGINEER AT COUNTY'S COST. TEST ENGINEER SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT TEST ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH TEST ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE TEST ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH TEST ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

Test Engineer shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Test Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. Test Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or

for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible geotechnical and construction materials testing engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Board of Registration for Engineering Professionals.

ARTICLE 25
INSURANCE

Test Engineer shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

Test Engineer, at Test Engineer's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000 per occurrence and $1,000,000 in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of $2,000,000 per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

Test Engineer shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. Test Engineer further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which Test Engineer is responsible hereunder, Test Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in Test Engineer's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

Test Engineer shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, Test Engineer shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Test Engineer hereunder.

25.5 Insurance Company Rating.

Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.6 Certification of Coverage.

Test Engineer shall furnish County with a certification of coverage issued by the insurer. Test Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder,** Test Engineer **shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by Test Engineer, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of Test Engineer, Test Engineer shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25.**

Test Engineer shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. Test Engineer must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.10.1

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by Test Engineer shall be borne solely by Test Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as Exhibit F.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Test Engineer may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
TEST ENGINEER'S ACCOUNTING RECORDS

Test Engineer agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for purposes of making audits, examinations, excerpts and transcriptions. Test Engineer agrees that 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 detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. Test Engineer further agrees that County shall have access during normal working hours to all necessary Test Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give Test Engineer reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

Test Engineer understands and agrees that time is of the essence and that any failure of Test Engineer to complete the Basic Services within the agreed Production Schedule set out in Exhibit C may constitute a material breach of this Agreement. Test Engineer shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and Test Engineer's standard of performance as defined herein. Where damage is caused to County due to Test Engineer's negligent failure to perform, County may accordingly

withhold, to the extent of such damage, Test Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor Test Engineer shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional construction materials testing engineering services performed or furnished by Test Engineer and its employees under this Agreement will be the care and skill ordinarily used by members of Test Engineer's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by Test Engineer are made on the basis of information available to Test Engineer and on the basis of Test Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since Test Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Test Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Test Engineer prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after Test Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Test Engineer), whether or not it results from, or involves, any action or failure to act by Test Engineer or any employee or agent of Test Engineer and which arises in any manner from the performance of this Agreement, Test Engineer shall

send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. Test Engineer shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon Test Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Test Engineer's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Test Engineer shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because

of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall Test Engineer release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
TEST ENGINEER's REPRESENTATIONS

Test Engineer represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. Test Engineer further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for Test Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-

stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

TEST ENGINEER:
Terracon Consultants, Inc.

By: Jesse M. Kocher
Signature

Jesse M. Kocher
Printed Name

Senior Principal
Title

Date Signed: 9/27/2022

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

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

In consideration of the Basic Fee provided in this Agreement, Test Engineer shall perform the following Basic Services, based on standard construction materials testing engineering practices:

GENERAL REQUIREMENTS

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

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

Coordination. Test Engineer shall coordinate issues through County's PM. County will communicate resolution of issues and provide Test Engineer direction through County's PM.

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

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

GENERAL SCOPE OF SERVICES

Concrete – Test Engineer scope of services includes sampling concrete and conducting slump and concrete compressive strength tests. Test Engineer personnel do not have the authority / responsibility to accept or reject concrete even if it does not comply with the project specifications. Test Engineer make 4-inch diameter, 8-inch high cylinders for compressive strength testing whenever the aggregate size allows; however, 6-inch diameter, 12-inch high cylinders will be used when larger aggregate is used in the concrete or when requested by County (6"x12" cylinder rate will be used). Test Engineer will rely on the contractor or concrete supplier to provide adequate facilities for initial (and field) curing of test cylinders as required by ASTM C 31 test procedures. Test Engineer scope of services also includes spot observations of the formwork dimensions and the reinforcing steel size, spacing, and configuration on a periodic basis prior to concrete placement.

Test Engineer scope of services does not include plastic unit weight testing of concrete. Test Engineer scope of services does not include continuous observation of concrete placement for proper application techniques, periodic observation of the maintenance of specified curing temperatures and/or techniques for constructed structures, review of the erection procedures and temporary bracing for precast concrete members or verification of in-situ concrete strength prior to removal of shores and forms.

Soils – Test Engineer scope of services includes sampling and testing of soils, periodic observation of earthwork operations, and moisture-density testing of subgrade and compacted fills.

Test Engineer scope of services does not include verification of the use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill on a continuous basis. Test Engineer scope of services also excludes sampling, testing and evaluation of materials below shallow foundations to determine whether they are adequate to achieve the design bearing capacity. The adequacy of shallow footing subgrade soils will be based on recommendations in the geotechnical engineering report (or structural engineer's notes if a geotechnical engineering report is not provided) and visual observations of the foundation excavation bottom.

Asphalt – Test Engineer scope of services includes observation of the asphalt paving operations, sampling asphalt and conducting laboratory tests. These services may be provided on a parttime or full-time basis as authorized by County.

EXHIBIT B

FEE SCHEDULE

CONSTRUCTION MATERIALS OBSERVATION AND TESTING
RIVER RANCH REGRADING
TERRACON PROPOSAL NO. PAC221099 REV. 1

Earthwork Observation/Testing				
Service	**Quantity**	**Unit**	**Unit Rate**	**Estimate**
Moisture/Density Curve (ASTM D698)	4	Each	$ 220.00	$ 880.00
Moisture/Density Curve (ASTM D1557)	0	Each	$ 240.00	$ -
Addt'l Charge for Coarse Aggregate Correction	4	Each	$ 40.00	$ 160.00
Moisture/Density Curve (Tex-113-E)	1	Each	$ 300.00	$ 300.00
Moisture/Density Curve (Tex-114-E)	0	Each	$ 220.00	$ -
Atterberg Limits (ASTM D4318)	5	Each	$ 80.00	$ 400.00
Sieve Analyses (ASTM C136 & C117)	5	Each	$ 130.00	$ 650.00
Riprap Sieve Analysis (ASTM D5519)	3	Each	$ 500.00	$ 1,500.00
Field Nuclear Density (ASTM D6938)	66	Each	$ 20.00	$ 1,320.00
Technician (Paving Area), 5 trips	15	Hour	$ 68.00	$ 1,020.00
Technician (Utilities), 13 trips	39	Hour	$ 68.00	$ 2,652.00
Technician, Overtime Rate	0	Hour	$ 102.00	$ -
Vehicle Trip Charge	18	Per Trip	$ 60.00	$ 1,080.00
Subtotal, Earthwork				**$ 9,962.00**

This estimate is based on providing density testing on paving and utilities.

Reinforcing Steel Observation				
Service	**Quantity**	**Unit**	**Unit Rate**	**Estimate**
Technician, Regular Rate, 10 trips	30	Hour	$ 68.00	$ 2,040.00
Technician, Overtime Rate	0	Hour	$ 102.00	$ -
Vehicle Trip Charge	10	Per Trip	$ 60.00	$ 600.00
Subtotal, Reinforcing Steel				**$ 2,640.00**

This estimate is based on 10 trips for reinforcing steel observation.

Concrete Observation/Testing				
Service	**Quantity**	**Unit**	**Unit Rate**	**Estimate**
Technician (Inlets & Headwalls), 20 trips	60	Hour	$ 62.00	$ 3,720.00
Technician (Inlets & Headwalls), OT	0	Hour	$ 93.00	$ -
Concrete Cylinders, (ASTM C31 & C39)	100	Each	$ 20.00	$ 2,000.00
Vehicle Trip Charge	20	Per Trip	$ 60.00	$ 1,200.00
Vehicle Trip Charge (Cylinder Pick-Up)	20	Per Trip	$ 60.00	$ 1,200.00
Cylinder Pick-Up	40	Hour	$ 62.00	$ 2,480.00
Subtotal, Concrete				**$ 10,600.00**

This estimate is based on 20 trips for concrete observation and testing. This estimate also includes 20 trips to the project site to pick up concrete test cylinders cast the previous day.

CONSTRUCTION MATERIALS OBSERVATION AND TESTING
RIVER RANCH REGRADING
TERRACON PROPOSAL NO. PAC221099 REV. 1

Asphalt Concrete Testing				
Service	**Quantity**	**Unit**	**Unit Rate**	**Estimate**
Molding Specimens	3	Per Set of 3	$ 75.00	$ 225.00
Bulk Specific Gravity	3	Per Set of 3	$ 50.00	$ 150.00
Maximum Theoretical Specific Gravity	3	Each	$ 75.00	$ 225.00
Extraction/Gradation	3	Each	$ 200.00	$ 600.00
Asphalt Technician	6	Per Hour	$ 62.00	$ 372.00
Vehicle Trip Charge	3	Per Trip	$ 60.00	$ 180.00
Subtotal, Asphalt Concrete				$ 1,752.00

This estimate is based on providing laboratory testing on bulk asphalt samples with a paving schedule of 3 days.

Project Management / Supervision / Administration / Scheduling				
Service	**Quantity**	**Unit**	**Unit Rate**	**Estimate**
Administration	8	Hour	$ 60.00	$ 480.00
Project Manager	25	Hour	$ 135.00	$ 3,375.00
Subtotal, Project Management				$ 3,855.00

ESTIMATE TOTAL	$ 28,609.00

EXHIBIT C

PRODUCTION SCHEDULE

SCHEDULING

Coordination. Test Engineer shall provide construction testing services as requested by County.

County shall provide notification to Test Engineer for the desired on-site arrival time of technicians to perform the requested observation / testing services at least 72 hours (3 business days) for all trips made for the performance of structural steel testing/inspection services and 24 hours (1 business day) for all trips made for the performance of other testing/inspection.

EXHIBIT D

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 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 $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 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 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 E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Test Engineer and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

   b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph 1(b) of this certification;

   d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

   e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Terracon Consultants, Inc.

Signature of Certifying Official

Jesse M. Kocher
Printed Name of Certifying Official

Senior Principal
Title of Certifying Official

9/27/2022
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Jesse Kocher (Signatory Name) the Office Manager (Signatory Title) of Terracon Consultants (Entity Name), on behalf of said firm.

NICOLE LEIGH PHELPS
Notary Public, State of Texas
Comm. Expires 12-21-2024
Notary ID 129930645

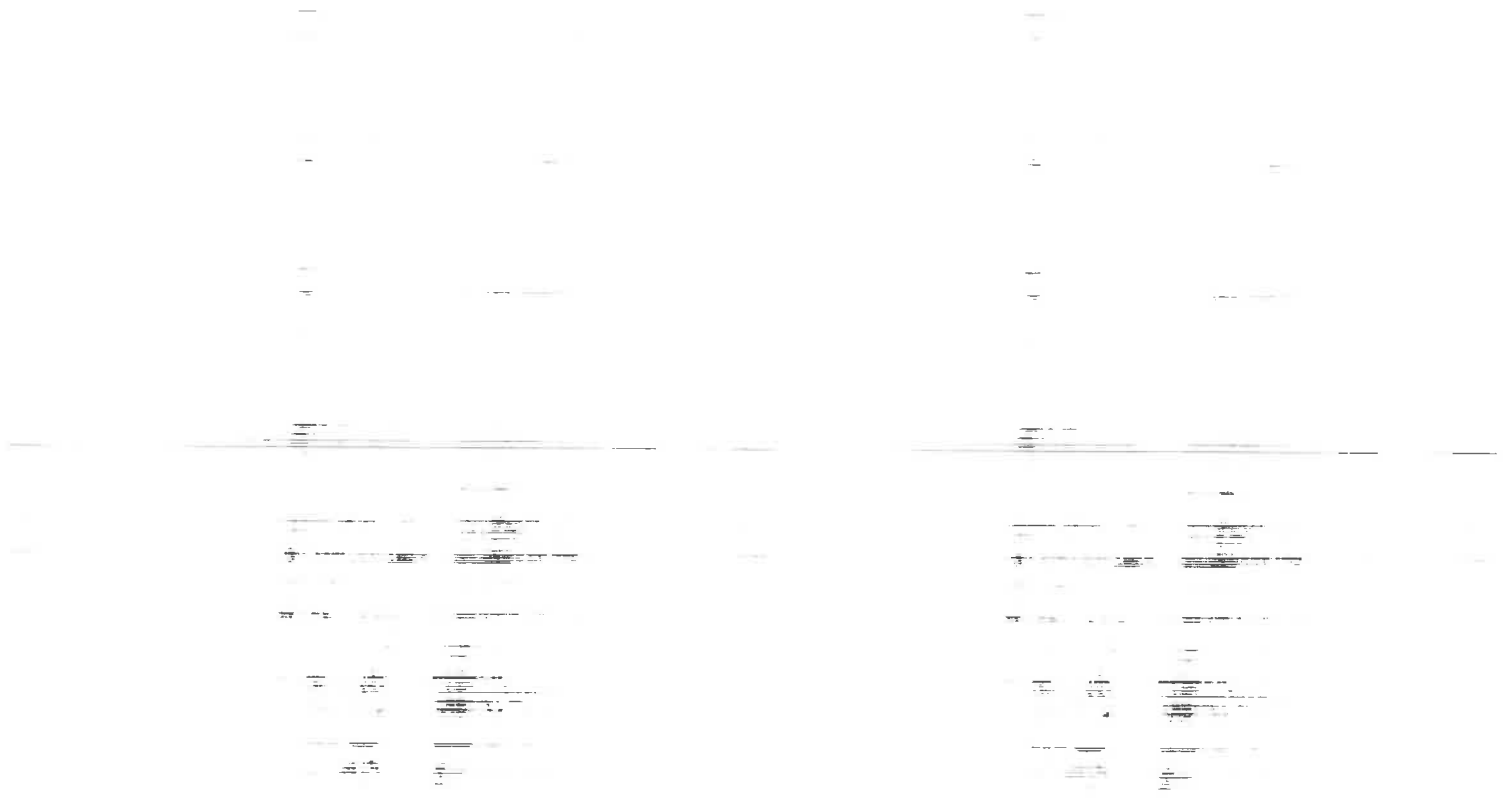
Nicole Leigh Phelps
Notary Public in and for the
State of Texas

My commission expires: 12/21/2024

EXHIBIT F

CERTIFICATES OF INSURANCE

Test Engineer and Subconsultant Certificates of Insurance attached



Commissioners Court - Regular Session **15.**

Meeting Date: 10/04/2022

Authorize Issuing IFB #22IFB153 Bulk Fuel for Fleet Services Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed bids for Bulk Fuel under Solicitation #22RFP153.

Background

Williamson County is seeking qualified vendors to supply the County with gasoline and diesel fuel delivery on an "as needed" basis to service County owned equipment and vehicles. Contract term shall be for one year (1) initial term with four (4) 12-month renewals. This is a budgeted expense. Expenditures from this solicitation will be charged to FY23 01.0100.0882.0882.003301. Fleet Department contact is Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/29/2022 10:20 AM
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:41 AM
Form Started By: Erica Smith		Started On: 09/28/2022 02:51 PM
Final Approval Date: 09/29/2022		

Commissioners Court - Regular Session **16.**

Meeting Date: 10/04/2022

Agreement with Aqua Utilities Inc regarding reimbursement for water line relocations

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement with Aqua Utilities, Inc. regarding reimbursement for water line relocations associated with the County's roadway improvements of San Gabriel Ranch Road and Remuda Drive.

Background

The County will relocate some of Aqua's water system lines and appurtenances located within existing County right-of-way and/or into the new rights-of-way. Aqua will reimburse the County for all costs incurred in an amount not to exceed $240,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement- Aqua Utilities

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2022 08:52 AM
Form Started By: Kelly Murphy		Started On: 09/28/2022 07:43 AM
Final Approval Date: 09/28/2022		

DocuSign Envelope ID: C7D619FD-C851-407E-AC2C-B4B69B632A43

AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("**Agreement"**) is entered into between Aqua Utilities, Inc dba Aqua Texas, Inc ("**Aqua**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, Aqua and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County is, has been and will be in the process of improving San Gabriel Ranch Rd and Remuda Dr (the "County Projects"); and

WHEREAS, some of Aqua's water system lines and appurtenances (the "Improvements") are located within existing County right-of-way; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate portions of the Improvements within existing County right-of-way and/or into the new rights-of-way; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate the Improvements within certain segments of the County Project within existing County right-of-way and/or into the new rights-of-way.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
STATEMENT OF INTENT

1.01 General. The purpose of this Agreement is to provide for the County's re-location of the Aqua waterlines caused by the County's reconstruction and/or widening of San Gabriel Ranch Rd and Remuda Dr (the "Aqua Project").

1.02 Relocation of Improvements. The County will, at its own expense, relocate the Improvements as described in the construction plans and the specifications associated with the construction plans (the "Plans and Specifications") within existing County right-of-way and/or the new rights-of-way acquired by the County. Additionally, the County:

(a) grants Aqua a right to utilize a portion within existing County right-of-way and/or the new rights-of-way for its water lines;

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(b) provides Aqua the right to make any repairs or improvements to its water lines, but with the obligation to repair the overlying roadway improvements, including but not limited to driveways; and

The Plans and Specifications are those prepared by KC Engineering, dated 06/27/22 and entitled Roadway Rehabilitation San Gabriel Ranch Road and Remuda Dr, which are incorporated herein by reference.

1.03 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption of water service to existing customers of the Aqua and will not result in the permanent loss of water service to any such customers. Except for cases involving an emergency, County shall provide Aqua with 48 hours' notice of a shut off so that Aqua can notify its customers to expect an outage. The notice will include information concerning the times at which the shut off will begin and end.

II.
CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the Project.

2.02 Construction Plans. The County shall submit the Project Plans and specifications related to relocation of the Waterline, and any changes or modifications thereto, to the Aqua for review and approval prior to commencing construction.

2.03 Inspection. Aqua may inspect the Project Plans and the physical improvements and relocated Waterline during construction. If Aqua's inspectors determine that the construction by the County is not in accordance with the approved Project Plans and upon receipt of such notification from the Aqua, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the Aqua.

2.04 Future Relocations. Should the County or other entity require the relocation of the Aqua water system improvements previously relocated by this Agreement, Aqua shall, at its own expense, be responsible for the relocation expenses, including the acquisition of new easements, if necessary.

2.05 Repayment of Costs. Aqua shall reimburse the County for all costs that the County incurs for inspections, permitting, engineering, construction, legal services and other services related to the relocation of the Waterlines as stated herein (the "Aqua Reimbursement").

(a) The Aqua Reimbursement shall be in an amount not to exceed Two Hundred Forty Thousand Dollars ($240,000) for inspection, permitting, construction and other services related to the relocation of the waterlines. The final amount of the Aqua Reimbursement will be based upon actual costs incurred by the County for the Aqua Reimbursement. All invoices shall be presented to Aqua as soon as possible after Aqua has accepted the Aqua Project.

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(b) The Aqua Reimbursement shall be payable to the County within 30 days after Aqua has finally accepted the Aqua Project. Said acceptance will not be unreasonably withheld.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the Aqua as an additional insured on any policies related to the Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the Aqua for the Project in amounts satisfactory to the Aqua. The County shall transfer any warranties for the Project to the Aqua upon final completion and acceptance of the project.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The

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Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

4.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

AQUA:
Aqua Utilities, Inc dba Aqua Texas, Inc
1106 Clayton Lane, Suite 400W
Austin, Texas 78723
Attn: Craig L. Blanchette
Telephone: (512) 990-4400

COUNTY:
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Bill Gravell Jr.
Telephone: (512) 943-1550

DocuSign Envelope ID: C7D619FD-C851-407E-AC2C-B4B69B632A43

4.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

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Brent Reeh

DS
BCR
9/22/2022

Daniel E Rimann

DS
DER
9/23/2022

ATTEST:

DocuSigned by:
Laura Schroeter
1232C4CB5BE1430...
Secretary

AQUA Utilities, Inc dba Aqua Texas, Inc:

DocuSigned by:
Craig Blanchette
824BBC1A43A44C8...
By: _____
Printed Name: Craig L. Blachette
Title: President
Date: 9/23/2022

ATTEST:

_____
County Clerk

WILLIAMSON COUNTY:

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

Date: _____

Commissioners Court - Regular Session **17.**

Meeting Date: 10/04/2022

Authorize Issuing IFB #22IFB151 Tree Limb Chipping Services for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, 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 Tree Limb Chipping Services, under IFB #22IFB151.

Background

Williamson County is seeking qualified companies to provide experienced tree limb chipping crews and equipment to chip tree limbs that have been cut by County crews in County right of way and remove/dispose of the chips.
Budgeted amount: $200,000.00. Funding source: 0200-0210-003541. Terron Evertson 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	09/29/2022 10:11 AM
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:34 AM
Form Started By: Gretchen Glenn		Started On: 09/27/2022 04:19 PM
Final Approval Date: 09/29/2022		

Commissioners Court - Regular Session **18.**

Meeting Date: 10/04/2022

Authorize Issuing IFB #22IFB152 Aggregates for Surface Treatment Grades 3, 5, FS for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, 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 for Surface Treatment Grades 3, 5, FS, under IFB #22IFB152.

Background

Williamson County is seeking qualified companies to provide Aggregates for Surface Treatments per Item 302, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. Budgeted amount: $500,000.00. Funding source: 0200-0210-003556. Terron Evertson 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	09/29/2022 10:12 AM
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:34 AM
Form Started By: Gretchen Glenn		Started On: 09/27/2022 04:42 PM
Final Approval Date: 09/29/2022		

Commissioners Court - Regular Session **19.**

Meeting Date: 10/04/2022

Alliance 1711-206 WA8 SA1 CR 130

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 8 under Williamson County Contract between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Drainage Improvements on CR 130 from FM 1660 to CR 131. This supplemental is to extend the expiration date to September 30, 2023 and increase the maximum amount payable to $199,616.00. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance 1711-206 WA8 SA1 CR 130

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/27/2022 01:20 PM
County Judge Exec Asst.	Becky Pruitt	09/27/2022 03:33 PM
Form Started By: Vicky Edwards		Started On: 09/27/2022 01:02 PM
Final Approval Date: 09/27/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. __1_
TO
WORK AUTHORIZATION NO. __8__

PROJECT: Engineering Design Services for Drainage Improvements on CR 130 from FM 1660 to CR 131

This Supplemental Work Authorization No. _1__ to Work Authorization No. __8__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 6, 2018 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group (the "Engineer").

WHEREAS, the County and the Firm executed Work Authorization No. _8___ dated effective March 6, 2018 (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 this Work Authorization is hereby increased from **$100,457.00** to **$199,616.00**. The revised Work Schedule is attached hereto as Attachment "C".

II. The above referenced Work Authorization termination date shall be modified to **September 30, 2023**. The Services to be Provided by the Firm 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).

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 Engineer.

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:	COUNTY:
Alliance Transportation Group	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Clint Jumper, P.E., PTOE	Bill Gravell, Jr.
Printed Name	Printed Name
Senior Vice President	Williamson County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Please see next page.

Attachment A

Services to be Provided by County
CR 130

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review, and oversight
- Geotechnical investigations, data, and reports
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration and management.

Attachment B - Services to be Provided by Engineer

Please see next pages.

Attachment B

Services to be Provided by the Engineer

Project Location:

CR 130 from FM 1660 to CR 131 ~ approximately 3 miles ~ Williamson County Texas

Task 1: Project Management

Attend Progress Review Meetings with County Road & Bridge department at 90% and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC.

Task 2: Topographic and R.O.W Surveys

N/A

Task 3: Preliminary Engineering

CR 130 Pavement Rehabilitation from Chandler Creek Rd to Landfill Rd

Conduct Site Visit, Field Reconnaissance, and existing project data collection to document existing conditions. Prepare preliminary Project Layout and Traffic Control Plans. Develop preliminary Cost Estimate, General Notes and Governing Specifications, and Construction Schedule for bidding purposes.

Initial Plan Sheets:

- Title Sheet / Index of Sheets
- Estimate & Quantity Sheet
- Typical Sections
- Driveway Details
- Traffic Control Plan and TCP Narrative (include erosion control plan)
- Project Layout sheets
- Standards
- Initial Construction Cost Estimate
- Initial Construction Schedule
- Initial Governing Specifications & General Notes

CR 130 Schematic from FM 1660 to CR 131

- Develop Conceptual Schematic Layout Alternatives and design refinements on scroll plot (1”=200’ Full Scale plot) reflecting for Alternatives and design refinements
- ROW/Property Base Map information, roadway centerline, Typical Sections and existing drainage features for Alternatives and design refinements
- Prepare Preliminary Cross-Sections (50’ interval) for Alternatives and design refinements
- Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 5-yr, 10-yr, and 25-yr storm events for proposed parallel drainage for Alternatives and design refinements

Task 4: Geotechnical Investigations

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

N/A

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Address 90% PS&E package review comments and prepare Final PS&E package for bidding purposes:

Final Plan Sheets:

- Title Sheet / Index of Sheets
- Estimate & Quantity Sheet to include updated pavement design
- Typical Sections to include updated pavement design
- Driveway Details
- Traffic Control Plan and TCP Narrative (include erosion control plan) [to include updated plan revision for CR 130 Detour and revised Construction Sequence needed for lime treated subgrade installation methodology
- Project Layout sheets
- Standards
- Final Construction Cost Estimate to include updated pavement design
- Final Construction Schedule to include updated pavement design
- Final Governing Specifications & General Notes to include updated pavement design
- Prepare Bid-Tabs for processing by Purchasing Department

Task 9: Bidding Phase Services

N/A

Task 10: Construction Phase Services

N/A

Pavement Rehab Deliverables:

Final Submittal (Address comments):

- 2 paper copies of 11” x 17” Plan Sheets
- Estimate of Construction Cost
- Governing Specifications and General Notes
- Construction Schedule

- Engineer's internal QA/QC marked up set
- Electronic copy of submittal documents in PDF format

Schematic Deliverables:

Preliminary Engineering Final Submittal:

- • 2 paper copies of Conceptual Schematic Layout scroll plot (1"=200' Full Scale plot)
- • Final preliminary Cross-Sections (50' interval)
- • Final preliminary drainage analysis report
- • Engineer's internal QA/QC marked up set
- • Electronic copy of submittal documents in PDF format on CD
- • Electronic native Microstation Design files

Attachment C - Work Schedule

Alliance Transportation Group shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Alliance Transportation Group on the work schedule and authorization to proceed on assigned services

Attachment D - Fee Schedule

Please see next pages.

Williamson County Small Drainage & Roadway Design (1711-206) CR 130 - SWA01 to WA08
Attachment D

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 1: Project Management												
Progress Review Meetings (1 meeting)		3										**3**
Invoicing and Progress Reports		10						5		12		**27**
Subconsultants												**0**
QA/QC of Deliverables at 90% and FINAL		4	14						8			**26**
Labor Hours Subtotal	0	17	14	0	0	0	0	5	8	12	0	**56**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ 4,148.00**	**$ 3,220.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 665.00**	**$ 736.00**	**$ 1,248.00**	**$ -**	**$ 10,017.00**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 3: Preliminary Engineering												
CR130 Pavement Rehab												
Title Sheet / Index of Sheets					10	2	14		8			**34**
Typical Sections					10	2	22		20			**54**
Driveway Details					12	10			8			**30**
Traffic Control Plan (Layout 1"=50') & Narrative		8			12	12	34		28			**94**
Project Layout Plan sheets (1"=50')		4			12	12	26		32			**86**
Standards					2	4	10		6			**22**
Cost Estimate / Estimate and Quantity Sheet		6			5	2	4		2			**19**
Governing Specifications & General Notes to include updated pavement design		4			2		4		2			**12**
Construction Schedule		8										**8**
Assemble & Submit 90% PS&E		2							6			**8**
CR 130 Schematic												
Develop Conceptual Schematic Layout Alternatives reflecting Alternatives and design refinements		10			8	10	40					**68**
ROW/Property Base Map information, roadway centerline, Typical Sections and existing drainage for Alternatives and design refinements		10			4	6	20					**40**
Prepare Preliminary Cross-Sections (50’ interval) for Alternatives and design refinements		10			2	6	20					**38**
Develop preliminary drainage analysis for Alternatives and design refinements		10			2	6	20					**38**
Labor Hours Subtotal	0	72	0	0	81	72	214	0	112	0	0	**551**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ 17,568.00**	**$ -**	**$ -**	**$ 16,605.00**	**$ 11,520.00**	**$ 24,610.00**	**$ -**	**$ 10,304.00**	**$ -**	**$ -**	**$ 80,607.00**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 8: Final Engineering												
Address 90% PS&E review comments		8			2		12					**22**
Final QTY's, E&Q Sheet & Construction Cost Estimate		2			2		6					**10**
Final Governing Specifications & General Notes		6					2					**8**
Final Construction Schedule		2										**2**
Assemble & Submit Final PS&E (Bid Tabs)		2					4					**6**
Labor Hours Subtotal	0	20	0	0	4	0	24	0	0	0	0	**48**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ 4,880.00**	**$ -**	**$ -**	**$ 820.00**	**$ -**	**$ 2,760.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 8,460.00**

DESCRIPTION											TOTAL MH BY TASK	TOTAL COST BY TASK
Task 1: Project Management											**56**	**$ 10,017.00**
Task 2: Topographic and R.O.W. Surveys											**0**	**$ -**
Task 3: Preliminary Engineering											**551**	**$ 80,607.00**
Task 4: Geotechnical Investigation											**0**	**$ -**
Task 5: Environmental Studies											**0**	**$ -**
Task 6: Utility Coordination											**0**	**$ -**
Task 7: FEMA Coordination											**0**	**$ -**
Task 8: Final Engineering											**48**	**$ 8,460.00**
Task 9: Bidding Phase Services											**0**	**$ -**
Task 10: Construction Phase Services											**0**	**$ -**
SUBTOTAL LABOR COST											**655**	**$ 99,084.00**

DIRECT EXPENSES

Description	Unit	Cost/Unit	Quantity	Total Cost
Mileage	mile	$ 0.535		$ -
Standard Postage - Letter	each	$ 0.50		$ -
Certified Letter Return Receipt	each	$ 6.70		$ -
Overnight Mail - Letter Size	each	$ 25.00		$ -
Overnight Mail - Oversized Box	each	$ 30.00		$ -
Courier Services	each	$ 50.00		$ -
Photocopies B/W (8 1/2" x 11")	each	$ 0.25	100	$ 25.00
Photocopies B/W (11" x 17")	each	$ 0.50	100	$ 50.00
Photocopies Color (8 1/2" x 11")	each	$ 1.00		$ -
Photocopies Color (11" x 17")	each	$ 2.00		$ -
Plots (B/W on Bond)	square foot	$ 6.00		$ -
Plots (Color on Bond)	square foot	$ 8.00		$ -
CDs	each	$ 0.50		$ -
SUBTOTAL DIRECT EXPENSES				**$ 75.00**

SUMMARY	
SUBTOTAL LABOR COST	**$ 99,084.00**
SUBTOTAL DIRECT EXPENSE	**$ 75.00**
TOTAL	**$ 99,159.00**

Commissioners Court - Regular Session **20.**

Meeting Date: 10/04/2022

KC Engineering 2965 WA5 SA1 CR 307

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 5 under Williamson County Contract between KC Engineering Inc. and Williamson County dated March 24, 2020 for Engineering Redesign Services for CR 307 Reconstruction. This supplemental is to increase the maximum amount payable to $141,465.00. Funding source: P394.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 2965 WA5 SA1 CR 307

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/29/2022 09:58 AM
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:44 AM
Form Started By: Vicky Edwards		Started On: 09/29/2022 09:22 AM
Final Approval Date: 09/29/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. __5__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Redesign Services for CR 307 Reconstruction

This Supplemental Work Authorization No. __1_ to Work Authorization No. _5___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 24, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K.C. Engineering, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __5__ dated effective May 25, 2021 (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 $92,605.00 to $141,465.00. 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:	**COUNTY:**
By: Greg Haley, P.E.	By: _____
Signature	Signature
Greg Haley, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
President	County Judge
Title	Title
September 27, 2022	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Topographic and R.O.W. Surveys.
- Geotechnical Investigations; data and reports.
- ROW Documents and Drainage Reports
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration and management.

Attachment B – Services to be Provided by Engineer

Services to be Provided by Engineer

Project Locations

1. Name of Roadways – CR 307 and CR 305

Task 1: Project Management

Attend Progress Review Meetings with County Road and Bridge Department at 50%, 90%, and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform CQ/QC.

Task 2: Topographic Surveys and R.O.W. Surveys

To be provided by the County

Task 3: Preliminary Engineering

N/A

Task 4: Geotechnical Investigations

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

To be provided by the County

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Revise plan sheet prepared previously for the Small Maintenance Contracts to comply with plans that will be processed through the Road Bond Project General Engineering Consultant (GEC). Prepare Edwards Aquifer Water Pollution Abatement Plan (WPAP).

Revise Plan Sheets:

- Title Sheet
- Index of Sheets
- Estimate of Quantities Summary
- Project Layout
- Typical Sections
- Horizontal Alignment Data
- Drainage Area Map
- Cross Section at Culvert Sites
- H & H Summaries

- Miscellaneous Drainage Details
- Existing Conditions and Removal Plan
- Erosion Control Plan
- Sequence of Construction
- Traffic Control Plan
- Driveway Details
- Driveway Summary
- Intersection Layout
- Roadway Plan & Profile
- Miscellaneous Roadway Details
- Signs & Pavement Markings
- Small Sign Summary
- SW3P
- Cross Sections (100' Interval)
- Standards

Specifications
Cost Estimate
General Notes

Task 9: Bidding Phase Services

N/A

Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-built final drawings for the County based on construction red-lines provided by the County.

Deliverables:

100% Submittal of Revised Plans and WPAP

- PDFs of 11" x 17" Plan Sheets
- Specifications, if required
- Estimate of Construction Cost, if required
- General Notes, if required

- Electronic copy of submittal documents in PDF format

ATTACHMENT C

WORK SCHEDULE

WORK AUTHORIZATION NO. 5 — SUPPLEMENTAL WORK AUTHORIZATON NO. 1

Task No.	Task Name	Duration	Time	Start	Finish
1	WA #1E - Notice to Proceed	0	Days	9/26/2022	9/26/2022
2	Survey (by others)	0	Days	9/26/2022	9/26/2022
3	Redesign & WPAP	30	Days	9/26/2022	10/26/2022
4	50% PS&E	0	Days	10/26/2022	10/26/2022
5	QA/QC	0	Days	10/26/2022	10/26/2022
6	Submit 50% PS&E	0	Days	10/26/2022	10/26/2022
7	County Review	0	Days	10/26/2022	10/26/2022
8	90% PS&E	0	Days	10/26/2022	10/26/2022
9	QA/QC	0	Days	10/26/2022	10/26/2022
10	Submit 90% PS&E	0	Days	10/26/2022	10/26/2022
11	County Review	0	Days	10/26/2022	10/26/2022
12	Final PS&E	0	Days	10/26/2022	10/26/2022
13	Address 90% comments	0	Days	10/26/2022	10/26/2022
14	Final Quantities	1	Days	10/26/2022	10/27/2022
15	Final Estimate	1	Days	10/27/2022	10/28/2022
16	Assemble Final PS&E	1	Days	10/28/2022	10/29/2022
17	Submit Final PS&E	1	Days	10/29/2022	10/30/2022
18	County Review	1	Days	10/30/2022	10/31/2022
19	Submit Signed and Sealed PS&E	0	Days	10/31/2022	10/31/2022
20	Bid Advertisement	0	Days	10/31/2022	10/31/2022
21	Letting	0	Days	10/31/2022	10/31/2022
22	Award and Bonds	0	Days	10/31/2022	10/31/2022
23	Construction	0	Days	10/31/2022	10/31/2022
24	Complete Project	0	Days	10/31/2022	10/31/2022

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 5 — SUPPLEMENTAL WORK AUTHORIZATION NO. 1
ENGINEERING REDESIGN SERVICES FOR CR 307 RECONSTRUCTION

		K.C. ENGINEERING, INC.									
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
1	**PS&E Development**										
1.1	**Roadway Design**										
1.1.1	Establish Horizontal Alignment										$ -
1.1.2	Establish Vertical Alignment										$ -
1.1.3	Site Visits										$ -
1.1.4	Superelevation Table										$ -
1.1.5	Roadway Cross Sections					4					$ 660.00
1.1.6	Earthwork Calculations					3					$ 495.00
1.1.7	Roadway Plan Profile Sheets					4					$ 660.00
1.1.8	Driveway Profiles / Details / Summaries				2	6					$ 1,380.00
1.1.9	Side Road Profiles / Details / Summaries										$ -
1.1.10	Miscellaneous Roadway Details										$ -
1.1.11	Alignment Data					1					$ 165.00
1.1.12	Sequence of Construction				6						$ 1,170.00
1.1.13	Intersection Layouts				3						$ 585.00
1.1.14	Project Layout				4						$ 780.00
1.1.15	Title Sheet				1						$ 195.00
1.1.16	Survey Data										$ -
1.1.17	Roadway Typical Sectons				1	4					$ 855.00
1.1.18	Index of Sheets				1						$ 195.00
1.1.19	Summary of Roadway Quantities				4	4					$ 1,440.00
1.1.20	Construction Estimate				8	2					$ 1,890.00
1.1.21	Assemble Applicable Standards										$ -
	Task 2.1 Total	**0**	**0**	**0**	**30**	**28**	**0**	**0**	**0**	**0**	**$ 10,470.00**
1.2	**Hydrology & Hydraulics**										
1.2.1	Drainage Area Mapping (Roadway & Driveway)										$ -
1.2.2	Roadway Hydrology					4					$ 660.00
1.2.3	Roadway Hydraulics					4					$ 660.00
1.2.4	Roadway Culvert Sizing										$ -
1.2.5	Roadway H&H Summary Sheet & Tables										$ -
1.2.6	Driveway Hydrology										$ -
1.2.7	Driveway Hydraulics										$ -
1.2.8	Driveway Culvert Sizing										$ -
1.2.9	Driveway H&H Summary Sheet & Tables										$ -
1.2.10	Culvert Layouts & Culvert Details				6	3					$ 1,665.00
1.2.11	Miscellaneous Drainage Details				2						$ 390.00
1.2.12	Summary of Drainage Quantities										$ -
1.2.13	Water Pollution Abatement Plan (WPAP)				24	64					$ 15,240.00
1.2.14	Assemble Applicable Standards										$ -
	Task 2.2 Total	**0**	**0**	**0**	**32**	**75**	**0**	**0**	**0**	**0**	**$ 18,615.00**
1.3	**Signing & Pavement Marking**										
1.3.1	Sign Layouts										$ -
1.3.2	Pavement Marking Layouts				3						$ 585.00
1.3.3	Pavement Marking Details										$ -
1.3.4	Summary of Pavement Markings				1						$ 195.00
1.3.5	Small Sign Summary										$ -
1.3.6	Assemble Applicable Standards										$ -
	Task 2.3 Total	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**$ 780.00**
1.4	**Traffic Control Plans / SW3P**										
1.4.1	Traffic Control Layouts				8	12					$ 3,540.00
1.4.2	Traffic Control Typical Sections				4						$ 780.00
1.4.3	Intersection Design										$ -
1.4.4	Driveway Design										$ -

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 5 — SUPPLEMENTAL WORK AUTHORIZATION NO. 1
ENGINEERING REDESIGN SERVICES FOR CR 307 RECONSTRUCTION

		K.C. ENGINEERING, INC.									
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
1.4.5	Storm Water Pollution Prevention Plan (SW3P)					1					$ 165.00
1.4.6	Prepare Env. Permits, Issues & Commitments										$ -
1.4.7	Erosion Control Plan					6					$ 990.00
1.4.8	Miscellaneous TCP and Erosion Details					4					$ 660.00
1.4.9	Assemble Applicable Standards										$ -
	Task 2.4 Total	**0**	**0**	**0**	**12**	**23**	**0**	**0**	**0**	**0**	**$ 6,135.00**
1.5	**PS&E Documents**										
1.5.1	Summary of Quantities				4						$ 780.00
1.5.2	Basis of Estimate				2						$ 390.00
1.5.3	Construction Cost Estimate					4					$ 660.00
1.5.4	Construction Duration Estimate					4					$ 660.00
1.5.5	General Notes & Specifications				4						$ 780.00
1.5.6	Supporting Contract Documentation				4						$ 780.00
	Task 2.5 Total	**0**	**0**	**0**	**14**	**8**	**0**	**0**	**0**	**0**	**$ 4,050.00**
1.6	**Project Management**										
1.6.1	Project Administration				6						$ 1,170.00
1.6.2	Maintain Project Records				2					6	$ 870.00
1.6.3	Periodic Progress Meetings (County)										$ -
1.6.4	Periodic Progress Meetings (Subconsultants)										$ -
1.6.5	QA/QC				6	6					$ 2,160.00
1.6.6	Invoice Preparation				3					4	$ 905.00
1.6.7	Progress Reports				3					3	$ 825.00
1.6.8	Plans Preparation for Submittal				8	8					$ 2,880.00
	Task 2.6 Total	**0**	**0**	**0**	**28**	**14**	**0**	**0**	**0**	**13**	**$ 8,810.00**
	Task 1 - PS&E Total	**0**	**0**		**120**	**148**	**0**	**0**	**0**	**13**	**$ 48,860.00**
2	**Project Bidding**										
2.1	**Project Bidding**										
2.1.1	Prepare Addenda										$ -
2.1.2	Contractor Questions (RFI)										$ -
2.1.3	Attend Pre-Bid Conference										$ -
2.1.4	Tabulate Bids										$ -
2.1.5	Prepare Recommendation Letter										$ -
	Task 2 Project Bidding Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
3	**Construction Support**										
3.1	**Construction Support (If Required)**										
3.1.1	Preconstruction Meeting										$ -
3.1.2	Review Shop Drawings										$ -
3.1.3	General Construction Support										$ -
3.1.4	Prepare Change Orders as Necessary										$ -
	Task 3 Construction Support Total	**0**	**0**	**0**	**0**	**0**	**0**			**0**	**$ -**
	Total Tasks 1, 2, & 3	**0**	**0**		**120**	**148**	**0**	**0**	**0**	**13**	**$ 48,860.00**

Commissioners Court - Regular Session **21.**

Meeting Date: 10/04/2022

Final plat for the Hutto 130 at 138 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 Hutto 130 at 138 subdivision – Precinct 4.

Background

This subdivision consists of a single lot and no new roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

2022-04-28 – initial submittal of the final plat
2022-05-27 – 1st review complete with comments
2022-06-23 – 2nd submittal of final plat
2022-07-08 – 2nd review complete with comments clear
2022-08-11 – receipt of City of Pflugerville approval
2022-09-22 – receipt of final plat with signatures
2022-09-29 – final plat placed on the October 4, 2022 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

minor plat - Hutto 130 at 138

Form Review

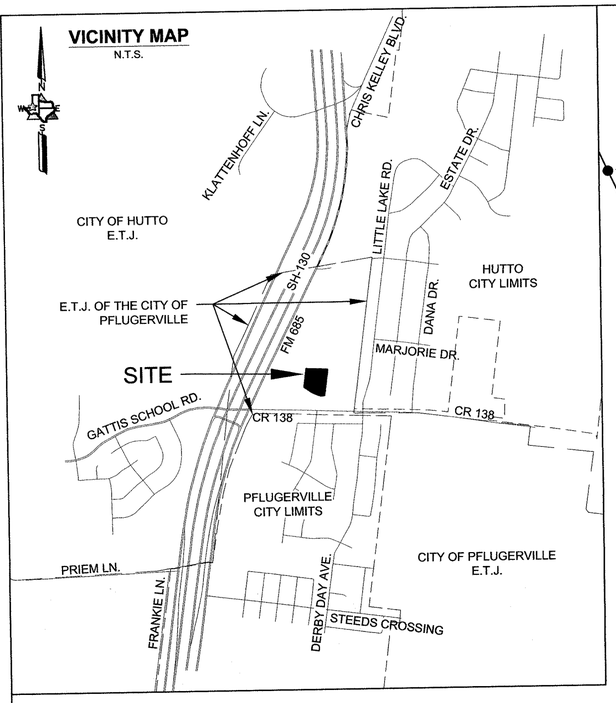
Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/29/2022 12:47 PM
Form Started By: Adam Boatright		Started On: 09/29/2022 11:47 AM
Final Approval Date: 09/29/2022		

FINAL PLAT OF HUTTO 130 AT 138 SUBDIVISION

SCALE: 1" = 50'

0 50 100 Feet

VICINITY MAP
N.T.S.



OWNER: PFLUGERVILLE MOB PARTNERS, LLC

ADDRESS: 7301 RR 620 N., SUITE #155 AND 343
AUSTIN, TEXAS 78726

SURVEYOR: CHARLES M. BENSON
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4863
EAGLE EYE CONSTRUCTION LAYOUT

CONTACT: (512) 528-5308

ADDRESS: 1807 S. US HIGHWAY 183
LEANDER, TEXAS 78641

ENGINEER: JEFFREY B. SHINDLER
PROFESSIONAL ENGINEER, TEXAS REGISTRATION No. 91160
TDI ENGINEERING, LLC.

CONTACT: (512) 301-3389

ADDRESS: 5609 OLD FREDERICKSBURG ROAD, SUITE #300
AUSTIN, TEXAS 78749

SUBDIVISION DETAILS:

TOTAL SUBDIVISION ACREAGE: 2.932 ACRES
TOTAL SUBDIVISION SQUARE FOOTAGE: ± 127,733 Sq. Ft.
TOTAL No. OF LOT(s) : ONE (1)
TOTAL No. OF BLOCK(s): ONE (1)

SUBDIVISION LOT DETAILS:

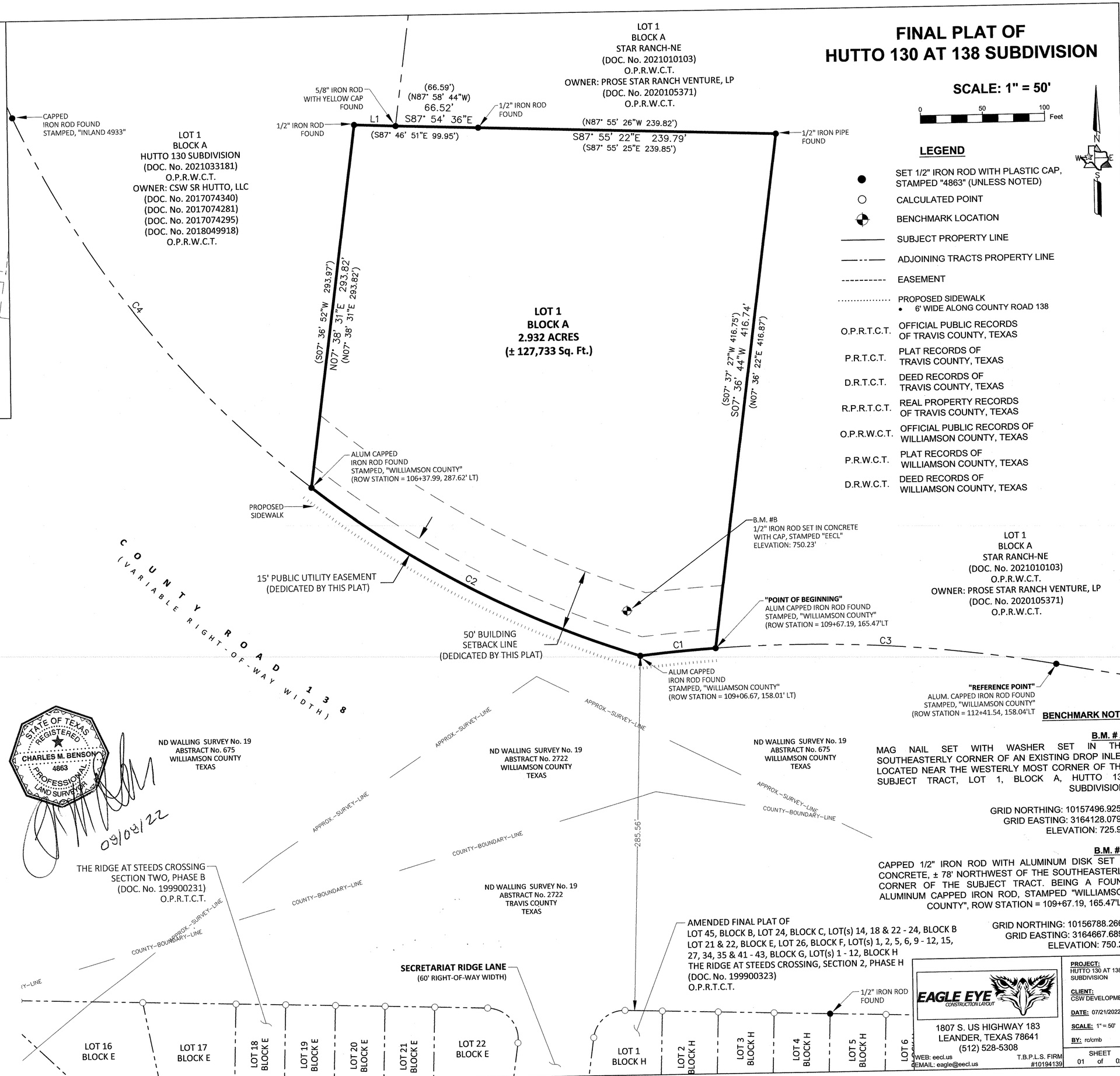
LOT 1, BLOCK A (2.932 ACRES, ± 127,733 Sq. Ft.), COMMERCIAL USE

DATE OF PREPARATION:

Line Table		
Line #	Length	Direction
L1	33.43'	S87° 31' 27"E

(__) = Record

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	61.04'	1122.00'	3° 07' 02"	S85° 09' 45"W	61.03'
(C1)	(61.02')	(1122.00')	(3° 06' 58")	(S85° 09' 29"W)	(61.01')
C2	298.99'	822.00'	20° 50' 26"	N62° 00' 20"W	297.34'
(C2)	(298.99')	(822.00')	(20° 50' 26")	(N62° 00' 20"W)	(297.34')
C3	275.06'	1122.00'	14° 02' 47"	S86° 18' 29"E	274.37'
(C3)	(275.10')	(1122.00')	(14° 02' 54")	(N86° 17' 34"W)	(274.41')
C4	386.20'	822.00'	26° 55' 09"	N38° 06' 28"W	382.66'
(C4)	(386.40')	(822.00')	(26° 56' 01")	(N38° 06' 10"W)	(382.86')



LEGEND

- SET 1/2" IRON ROD WITH PLASTIC CAP, STAMPED "4863" (UNLESS NOTED)
- CALCULATED POINT
- BENCHMARK LOCATION
- SUBJECT PROPERTY LINE
- ADJOINING TRACTS PROPERTY LINE
- EASEMENT
- PROPOSED SIDEWALK
  - 6' WIDE ALONG COUNTY ROAD 138
- O.P.R.T.C.T. — OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. — PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- D.R.T.C.T. — DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. — REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.W.C.T. — OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. — PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. — DEED RECORDS OF WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS REGISTERED CHARLES M. BENSON 4863 PROFESSIONAL LAND SURVEYOR

09/09/22

BENCHMARK NOTE

B.M. # A
MAG NAIL SET WITH WASHER SET IN THE SOUTHEASTERLY CORNER OF AN EXISTING DROP INLET LOCATED NEAR THE WESTERLY MOST CORNER OF THE SUBJECT TRACT, LOT 1, BLOCK A, HUTTO 130 SUBDIVISION.

GRID NORTHING: 10157496.9250'
GRID EASTING: 3164128.0790'
ELEVATION: 725.93'

B.M. # B
CAPPED 1/2" IRON ROD WITH ALUMINUM DISK SET IN CONCRETE, ± 78' NORTHWEST OF THE SOUTHEASTERLY CORNER OF THE SUBJECT TRACT. BEING A FOUND ALUMINUM CAPPED IRON ROD, STAMPED "WILLIAMSON COUNTY", ROW STATION = 109+67.19, 165.47'LT.

GRID NORTHING: 10156788.2660'
GRID EASTING: 3164667.6890'
ELEVATION: 750.23'

EAGLE EYE CONSTRUCTION LAYOUT
1807 S. US HIGHWAY 183
LEANDER, TEXAS 78641
(512) 528-5308
WEB: eecl.us
EMAIL: eagle@eecl.us
T.B.P.L.S. FIRM #10194139

PROJECT: HUTTO 130 AT 138 SUBDIVISION
CLIENT: CSW DEVELOPMENT
DATE: 07/21/2022
SCALE: 1" = 50'
BY: rc/cmb

CITY OF PFLUGERVILLE GENERAL PLAT NOTES:

1). THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF PFLUGERVILLE, ETJ.

2). WATER SHALL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION, WASTEWATER SHALL BE PROVIDED BY THE CITY OF PFLUGERVILLE. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER AND WASTEWATER FACILITIES.

3). A 15-FOOT PUBLIC UTILITY EASEMENT SHALL BE DEDICATED ALONG ALL STREET FRONTAGE(s).

4). EASEMENTS DEDICATED TO THE PUBLIC SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL, AS AMENDED, PER ORDINANCE No. 1206-15-02-24. THE GRANTOR [PROPERTY OWNER(s)], HEIRS, SUCCESSORS AND ASSIGNS SHALL RETAIN THE OBLIGATION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REGULARLY MOW OR CUT BACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERTY FREE OF LITTER, DEBRIS, AND TRASH.

5). NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE CITY.

6). THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES AND RELATED APPURTENANCES.

7). A SIX (6) FOOT WIDE SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF THE STREET.

8). THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES OR TECHNICAL MANUALS RELATING TO TREE PRESERVATION PER CITY ORDINANCE # 1203-15-02-24 AND CITY RESOLUTION # 1224-09-08-25-8A.

9). THE COMMUNITY IMPACT FEE RATE FOR WASTEWATER IS HEREBY ASSESSED AND ESTABLISHED ACCORDING TO CITY OF PFLUGERVILLE ORDINANCE No. 1440-20-04-14. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS SHALL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.

10). THIS SUBDIVISION SHALL MITIGATE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2-YEAR, 25-YEAR AND 100-YEAR STORM EVENTS.

11). ALL ELECTRIC UTILITY STRUCTURES INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE VISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL.

12). THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF PFLUGERVILLE.

13). CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE AND WCESD #3, PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.

14). SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE AND WCESD #3, PRIOR TO ANY CONSTRUCTION, AS APPLICABLE.

15). ALL PROPOSED FENCES AND WALLS ADJACENT TO INTERSECTION PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SIGHT DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.

16). WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

WILLIAMSON COUNTY GENERAL NOTES:

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

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

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

4). 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 LAND OWNER.

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

6). EXCEPT WHERE REQUIRED BY ADA CRITERIA, THE MINIMUM FLOOR ELEVATION FOR ALL STRUCTURES SHALL BE AT LEAST 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.

7). ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS. (WCSR 8.6)

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

OTHER NOTES:

1). GRAVITY WASTEWATER LINES TO BE PROVIDED TO THE SUBDIVISION BOUNDARY FOR WASTEWATER SERVICE FROM THE STAR RANCH - NE SUBDIVISION PUBLIC INFRASTRUCTURE PLANS, CALLED "CIVIL CONSTRUCTION PLANS (PUBLIC) FOR STAR RANCH MULTIFAMILY." 15 LUE(s) OF CAPACITY WILL BE PROVIDED TO THIS SUBDIVISION FROM LIFT STATION AND WASTEWATER INFRASTRUCTURE TO BE PROVIDED WITH THE STAR RANCH - NE SUBDIVISION PUBLIC INFRASTRUCTURE PLANS.

2). DETENTION IS NOT PROVIDED TO THIS LOT IN THE ADJACENT DETENTION POND IN THE "SITE DEVELOPMENT PLANS FOR STAR RANCH MULTIFAMILY". LOT 1 WILL DISCHARGE TO THE EXISTING STORMSEWER STUB IN THESE PLANS BUT WILL PROVIDE ONSITE DETENTION AND NOT PARTICIPATE IN THE SHARED DETENTION POND.

3). THIS SUBDIVISION WAS EXEMPT FROM PROVIDING STORM-WATER MANAGEMENT CONTROLS (DETENTION) AT THE TIME OF FILING THIS PLAT BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.4 PRIOR TO ANY DEVELOPMENT WITHIN THIS SUBDIVISION, STORM-WATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY THE OWNER IN ACCORDANCE WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF DEVELOPMENT. CONTACT THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR REVIEW AND APPROVAL OF THE PROPOSED STORM-WATER MANAGEMENT CONTROLS PRIOR TO ANY DEVELOPMENT WITHIN THIS SUBDIVISION.

LEGAL DESCRIPTION:

A 2.932 ACRE (APPROX. 127,733 Sq. Ft.) TRACT OF LAND SITUATED IN THE ND WALLING SURVEY No. 19, ABSTRACT No. 675, LOCATED IN WILLIAMSON COUNTY, TEXAS, AND BEING THAT SAME TRACT OF LAND DESCRIBED AS 2.933 ACRES IN THAT CERTAIN SPECIAL WARRANTY DEED, CONVEYED TO CSW SR HUTTO, LLC., DATED NOVEMBER 30, 2020, AND APPEARING OF RECORD UNDER DOCUMENT No. 20200161118 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.932 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION:

BEGINNING at a found aluminum capped iron rod, stamped "Williamson County" for the southeasterly corner of the hereon, described 2.932 Acre tract of land, same being the southerly most common dividing corner of the aforementioned 2.933 Acre tract of land and Lot 1, Block A, Star Ranch-NE, a subdivision appearing of record under Document No. 2021010103 of the Official Public Records of Williamson County, Texas, same being a point along the curving northerly right-of-way line of County Road 138, having a variable right-of-way width, and from which a found aluminum capped iron rod, stamped "Williamson County", bears southeast along the common dividing line of said Lot 1 and County Road 138, with a curve to the right, having an Arc Length of 275.06 feet, a Radius of 1122.00 feet, a Delta Angle of 14° 02' 47" and a Chord which bears South 86° 18' 29" East, a Distance of 274.37 feet for a point of reverse curve along said common dividing line;

THENCE continuing along the common dividing line of the aforementioned 2.933 Acre tract of land and the aforesaid County Road 138, traversing along the southerly perimeter of the hereon, described 2.932 Acre tract of land with the following Two (2) courses and distances:

1). With a curve to the left, having an **Arc Length** of **61.04 feet**, a **Radius** of **1122.00 feet**, a **Delta Angle** of **03° 07' 02"** and a **Chord** which bears **South 85° 09' 45" West**, a **Distance** of **61.03 feet** to a found aluminum capped iron rod, stamped "Williamson County" for a point of reverse curve;

2). With a curve to the right, having an **Arc Length** of **298.99 feet**, a **Radius** of **822.00 feet**, a **Delta Angle** of **20° 50' 26"** and a **Chord** which bears **North 62° 00' 20" West**, a **Distance** of **297.34 feet** to a found aluminum capped iron rod, stamped "Williamson County" for the southwesterly corner of the hereon, described 2.932 Acre tract of land, same being the southerly most common dividing corner of said 2.933 Acre tract of land and Lot 1, Block A, Hutto 130 Subdivision, a subdivision appearing of record under Document No. 2021033181 of the Official Public Records of Williamson County, Texas;

THENCE continuing along the common dividing line of the aforementioned 2.933 Acre tract of land and the aforesaid Lot 1, Block A, Hutto 130 Subdivision, traversing along the perimeter of the hereon, described 2.932 Acre tract of land with the following Two (2) courses and distances:

1). **North 07° 38' 31" East**, a distance of **293.82 feet** to a found ½-inch iron rod for the northwesterly most corner of the hereon, described 2.932 Acre tract of land, same being an ell-corner along said common dividing line;

2). **South 87° 31' 27" East**, a distance of **33.43 feet** to a found 5/8" iron rod with yellow plastic cap for a point of angle along the northerly property line of the hereon, described 2.932 Acre tract of land, same being the southerly most common dividing corner of said Lot 1, Block A, Hutto 130 Subdivision and the aforesaid Lot 1, Block A, Star Ranch-NE;

THENCE continuing along the common dividing line of the aforementioned 2.933 Acre tract of land and the aforesaid Lot 1, Block A, Star Ranch-NE, traversing along the perimeter of the hereon, described 2.932 Acre tract of land with the following Three (3) courses and distances:

1). **South 87° 54' 36" East**, a distance of **66.52 feet** to a found ½-inch iron rod found for a point of angle;

2). **South 87° 55' 22" East**, a distance of **239.79 feet** to a found ½-inch iron pipe for the northeasterly corner of the hereon, described 2.932 Acre tract of land;

3). **South 07° 36' 44" West**, a distance of **416.74 feet** to the **POINT OF BEGINNING**, containing the hereon, described 2.932 Acre (Approx. 127,733 Sq. Ft.) tract of land, more or less.

SURVEYOR'S CERTIFICATION
STATE OF TEXAS

I, CHARLES M. BENSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT ALL CORNERS MONUMENTS SHOWN THEREON, WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH ALL CITY OF PFLUGERVILLE, TEXAS CODES AND ORDINANCES AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

CHARLES M. BENSON, R.P.L.S.
TEXAS REGISTRATION No. 4863
EAGLE EYE CONSTRUCTION LAYOUT

DATE: August 02, 2022

STATE OF TEXAS — REGISTERED — CHARLES M. BENSON — 4863 — PROFESSIONAL LAND SURVEYOR

ENGINEER'S FLOODPLAIN CERTIFICATION
STATE OF TEXAS

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL No. 48491C0515F, DATED DECEMBER 20, 2019.

JEFFERY B. SHINDLER, P.E.
TEXAS REGISTRATION No. 91160
TDI ENGINEERING, LLC
TX Firm REG. F-8601

DATE: 12AUG22

STATE OF TEXAS — JEFFREY B. SHINDLER — 91160 — LICENSED PROFESSIONAL ENGINEER

WILLIAMSON COUNTY ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAMES AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 15th DAY OF August, 2022.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

FINAL PLAT OF HUTTO 130 AT 138 SUBDIVISION

THAT PFLUGERVILLE MOB PARTNERS, LLC, BEING THE OWNER OF 2.932 ACRES OF LAND OUT OF THE ND WALLING SURVEY No. 19, ABSTRACT No. 675, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAME BEING CONVEYED BY DEED RECORDED UNDER DOCUMENT No. **2022079148** OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THERE ARE NO EASEMENT HOLDERS EXCEPT AS SHOWN HEREON, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON; DO HEREBY COVENANT TO ALL RESTRICTIONS LISTED HEREIN, WHICH SHALL RUN WITH THE LAND; AND DO HEREBY DEDICATE TO THE CITY OF PFLUGERVILLE, THE STREETS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF PFLUGERVILLE MAY DEEM APPROPRIATE. I HEREBY BIND MY HEIRS, SUCCESSORS, AND ASSIGNS TO WARRANTY AND FOREVER DEFEND SUCH DEDICATIONS, ALL AND SINGULAR TO THE CITY OF PFLUGERVILLE, AGAINST EVERY PERSON WHOMSOEVER CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS SUBDIVISION IS TO BE KNOW AS:

FINAL PLAT OF HUTTO 130 AT 138 SUBDIVISION

TO CERTIFY WHICH, WITNESS MY HAND THIS THE 9th DAY OF August, 2022.

PFLUGERVILLE MOB PARTNERS, LLC
BY: DUNN & DRINKARD DEVELOPMENT, LLC
PARKER DUNN -MANAGING MEMBER

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PARKER DUNN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREON STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF AUGUST, 2022.

NOTARY PUBLIC'S SIGNATURE

MY COMMISSION EXPIRES: 07-14-2026

RATI DODABALAPUR — Notary Public, State of Texas — Comm. Expires 07-14-2026 — Notary ID 129883526

CITY CERTIFICATION

APPROVED THIS THE 6th DAY OF June, 2022, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

ROBERT ROMIG, -CHAIRMAN

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

EMILY BARRON, -PLANING DIRECTOR

ATTEST:

TRISTA EVANS, -CITY SECRETARY

CITY OF PFLUGERVILLE — STATE OF TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

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

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

COUNTY CLERK
STATE OF TEXAS
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 _____, 2022, A.D., AT _____ O'CLOCK ____.M., AND DULY

RECORDED THIS THE DAY OF _____, 2022, A.D., AT _____ O'CLOCK ____.M., IN THE OFFICIAL

PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT No._____.

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

NANCY RISTER
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

BY: _____
CONNIE PHELPS, DEPUTY

EAGLE EYE CONSTRUCTION LAYOUT
1807 S. US HIGHWAY 183
LEANDER, TEXAS 78641
(512) 528-5308
WEB: eecl.us
EMAIL: eagle@eecl.us
T.B.P.L.S. FIRM #10194139

PROJECT: HUTTO 130 AT 138 SUBDIVISION
CLIENT: CSW DEVELOPEMENT
DATE: 07/21/2022
SCALE: N/A
BY: rc/cmb

Commissioners Court - Regular Session **22.**

Meeting Date: 10/04/2022

National 4-H Week Proclamation

Submitted By: Katherine Whitney, Extension Service

Department: Extension Service

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to proclaim October 2-8, 2022, as National 4-H Week in Williamson County. Presentation by Williamson County 4-H members.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

National 4-H Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/29/2022 03:44 PM
Form Started By: Katherine Whitney		Started On: 09/29/2022 03:28 PM
Final Approval Date: 09/29/2022		

National 4-H Week Proclamation

Celebrating Opportunity 4 All

WHEREAS, The Williamson County Commissioner's Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 115 years of providing experience-based education to youngsters throughout the Lone State State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, Its more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 22,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it

RESOLVED, The Williamson County Commissioner's Court, hereby designated October 2-8, 2022 as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

_____

County Judge

_____ _____

Commissioner Precinct 1 Commissioner Precinct 2

_____ _____

Commissioner Precinct 3 Commissioner Precinct 4

_____

Date

Commissioners Court - Regular Session **23.**

Meeting Date: 10/04/2022

Breast Cancer Awareness Month

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on resolution and naming the month of October 2022 as "Breast Cancer Awareness Month" in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Breast Cancer Awareness Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:52 AM
Form Started By: Kathy Pierce		Started On: 09/21/2022 05:46 PM
Final Approval Date: 09/22/2022		

State of Texas
County of Williamson
Know all men by these presents:

That on the 4th day of October 2022 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, October is recognized nationally across the United States as Breast Cancer Awareness month; and

WHEREAS, Breast Cancer is the #1 cancer in women and the most diagnosed cancer in Texas women and the second leading cause of death; and

WHEREAS, preventive screening helps find breast cancer earlier when it is more easily treated; and

WHEREAS, mammography, an "X-ray of the breast," is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt.

WHEREAS, long delays in screening due to the COVID-19 pandemic threaten to increase disparities in breast cancer outcomes; and

WHEREAS, the U.S. Preventive Service Task Force (USPSTF) recommends a screening mammogram every other year for women ages 50-74 years who are at average risk for breast cancer, and advises women in their 40s to discuss screening with their doctor based on personal risk; and

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court, do hereby proclaim October as "Breast Cancer Awareness Month" and encourages all women who have not received their recommended screening to make an appointment to get a preventive screening mammogram, provided free of charge through available community resources and many health insurance plans.

RESOLVED THIS 4th Day of October 2022.

_____
Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **24.**

Meeting Date: 10/04/2022

Eco Develop Pship

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 on a Contract in the Public Interest between Williamson County and the Williamson County Economic Development, Inc. to assist with further enhancing and developing an economic development program for the entities of the Williamson County Economic Development Partnership, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco EDP Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2022 12:01 PM
Form Started By: Hal Hawes		Started On: 09/28/2022 11:04 AM
Final Approval Date: 09/28/2022		

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
WILLIAMSON COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP, INC.
(FY2023)
(ECONOMIC DEVELOPMENT)

This Contract is entered into by and between Williamson County, Texas a political subdivision of the State of Texas, hereinafter referred to as "County", and Williamson County Economic Development, Inc., hereinafter referred to as "EDP".

W I T N E S S E T H

WHEREAS, County is authorized pursuant to Section 381.004 of the Texas Local Government Code to develop and administer a program for local economic development, to stimulate, encourage, and develop business location and commercial activity in its jurisdiction; and

WHEREAS, County is authorized to contract with EDP to provide economic development services in relation to a program for local economic development and to use county funds for such program; and

WHEREAS, in 2014, County; the municipalities of Cedar Park, Leander, Hutto, Taylor, Georgetown and Jarrell; and the Round Rock Chamber of Commerce, Inc. created the EDP to collectively work together in cooperation as member governments to support and develop aggressive economic development efforts that would benefit Williamson County, Texas; and

WHEREAS, County and the EDP desire to set forth services to be provided by EDP and the funding that County will assist and aid EDP in performing such services; and

WHEREAS, County believes that it is in the public interest to enter into this Contract with EDP and that the services to be provided by the EDP will serve a public purpose; and

NOW, THEREFORE, THE PARTIES agree as follows:

1. **Public Purpose and Public Benefit**. EDP shall use the funding paid by County hereunder to perform the services and achieve the broad goals outlined in this Contract. EDP will undertake to administer and continually assist in developing an aggressive economic development

program for the entities of the Williamson County Economic Development Partnership, Inc. In order to do so and in consideration of the County's funding hereunder, EDP agrees to provide services to include, but not be limited to the following:

a. EDP shall encourage and assist expansion by manufacturers currently located in Williamson County, Texas;
b. EDP shall make reasonable efforts necessary to develop and recruit new businesses to be located in Williamson County, Texas;
c. EDP shall host economic development prospects that visit Williamson County, Texas, as well as travel outside the region to visit such prospects who are interested in locating in the county;
d. EDP shall market Williamson County, Texas to targeted industries such as the technology-based or medical industries;
e. EDP shall take actions necessary to make Williamson County, Texas more competitive by creating incentives for companies to do business in the area;
f. EDP shall maintain an on-line marketing presence on behalf of the County and its partners through the EDP's website;
g. EDP shall host an annual Site Selector Event and a Williamson County Economic Summit in Williamson County, Texas;
h. EDP shall maintain a comprehensive database of available economic development sites and facilities in Williamson County, Texas;
i. EDP shall develop communication among all necessary parties related to economic prospects and projects;
j. EDP shall seek other funding sources in addition to the funding provided herein;
k. EDP shall provide consulting services related to economic development to County and the partners of the EDP as necessary;
l. EDP shall employ dedicated, qualified and competent staff, who shall report to and be under supervision of the EDP Board, that shall administer, manage and provide the services set out herein;
m. EDP's staff shall update the Williamson County Commissioners Court quarterly or as needed in executive session regarding specific economic development projects affecting the County;
n. EDP shall provide all administrative resources, offices, and office supplies necessary to carry out the services and obligations set out hereunder; and
o. The EDP shall promote and market the County fairly and equally with other partners of the EDP (NOTE: such marketing information will be accomplished in good faith and in coordination with the County's Public Affairs Office).

2. Reports. EDP shall make at least one annual presentation to the Commissioners Court pertaining to activities, accomplished goals, and those pending projects which may be appropriately mentioned during a public sessions of the Commissioners Court. The purpose of such presentation will be to both update the full Commissioners Court, as well as highlight efforts and achievements to the public.

3. Fee and Payment Terms. County agrees to provide funding to EDP in the amount of **$500,000.00** to be paid in monthly installments of **$41,666.66**, with the first monthly installment commencing on **October 25, 2022,** and continuing on the first day of each month thereafter until

the last monthly installment is paid on **September 1, 2023**. EDP shall invoice the county on or before the fifteenth day prior to the following month's installment.

4. Reimbursement of Funds. Despite the agreed upon payment terms set forth above, EDP agrees to reimburse County for funds distributed to EDP if (a.) EDP's uses the funding for inappropriate purposes that do not directly relate to the goals, intent and services set out herein; (b.) EDP changes its operations in such a way that, in County's opinion, the EDP no longer serves a public purpose; (c) the breach by EDP of any of the terms of this Contract and the continuation of such breach for a period of ten (10) days after written notice is given by County to EDP of such breach; or (d) EDP assigns or otherwise transfers its interest in the its operations to another entity without the prior written consent of County, which such consent shall not be unreasonably withheld provided the successor entity continues to use a public purpose consistent with the spirit of this Contract. Any reimbursement of funds under this provision shall be prorated based on those portions that were reasonably used for the intended purposes set out herein.

5. Records. EDP shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this Contract. EDP agrees that the Williams County Auditor shall have the right to audit such EDP records on an annual basis along with their regular review of records in a manner and form to be agreed upon by County and EDP. EDP further agrees that County, Williams County Auditor or their 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 EDP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. EDP expressly agrees that County shall have access during normal working hours to all necessary EDP facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Additionally, County shall give EDP reasonable advance notice of intended audits.

6. Independent Contractor/Indemnity. It is understood and agreed that EDP is not and shall not in any sense be considered an employee, partner or joint venturer with County, additionally neither shall EDP be considered or in any manner hold itself out as an agent or official representative of County. EDP shall be considered an independent contractor for purposes of this Contract and shall in no manner incur any expenses or liability on behalf of County.

EDP FURTHER AGREES TO HOLD COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER THIS CONTRACT OR OCCASIONED BY EDP.

7. Compliance with All Laws. EDP and County each agree, in connection with the services or any related items to the subject matter of this Contract, to comply with any and all local, state or federal requirements.

8. Notice. Any notice required to be given under the terms of this Contract shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

County:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

EDP:

See Address Below Signature Block

General Counsel:
General Counsel
Office Of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

9. No Assignment. This Contract may not be assigned without the consent of the non-assigning party.

10. Termination. Notwithstanding the agreed upon term, this Contract may be terminated upon the occurrence of any of the following:

a. the termination of the corporate or business existence of EDP;
b. the insolvency of EDP, the filing of a petition in bankruptcy either by or against EDP, or an assignment by EDP for the benefit of creditors;
c. the breach by EDP of any of the terms of this Contract and the continuation of such breach for a period of ten (10) days after written notice is given by County to EDP of such breach.
d. upon County's sole discretion with or without cause by providing thirty (30) days written notice.

11. Term. This Contract shall commence as of the date of the last party's execution herein-below and continue thereafter until **September 30, 2023**, but with on-going contractual obligations relating to audits and record keeping by EDP extending beyond the termination date and the payment of funds by County.

12. Employees. The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

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

14. 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

15. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

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

Executed by the parties below to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY, TEXAS (County):

By: _____

Printed Name: _____

Capacity: As Presiding Officer
Williamson County Commissioners Court

Date: _____ _____, 20____

WILLIAMSON COUNTY ECONOMIC DEVELOPMENT, INC. (EDP):

By: Ben White

Printed Name: Ben White

Capacity: Authorized Agent Williamson County
Economic Development, Inc.

Date: September 28, 2022

Address: 450 Cypress Creek Rd Bldg 1
Attn: Ben White
Cedar Park, TX 78613

Commissioners Court - Regular Session **25.**

Meeting Date: 10/04/2022

Approval of Risk Coverage Insurance (various carriers) under RFP #22RFO79 for Williamson County

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the procurement of Property/Casualty & Worker's Compensation Insurance through Broker of Record McGriff Insurance Services under RFP #22RFP79 for a total amount of up to $5,230,422.00 for the term October 1, 2022 through October 1, 2023.

Background

Williamson County Broker of Record for Risk Insurance McGriff, Seibels & Williams solicited quotes from various carriers. The premium increase for Option #2 recommended for the next term is $701,459.00. The premium reflects an increase in property value, employee salary, and experience rating. The funding sources are complex as each department/office must pay its portion. Funding is provided annually in the General Fund departmental budgets 02050, 04419, 04414, 04413, and 04412. Department contact is Malea Schmitt.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 23 Insurance Comparison
District Judges Liability
Fire Marshal Spec Op
EMS Liability
Medical Professional Dr. Barta
Medical Professional Dr. Khan
Property and Casualty

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/29/2022 10:13 AM
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:36 AM
Form Started By: Kerstin Hancock		Started On: 09/28/2022 01:28 PM
Final Approval Date: 09/29/2022		

The recommendation of our Broker, Ben Odom, and of the Risk Management team is to select Option 2, as shown below. We believe it to be the best overall program for the needs of the County at this time.

Williamson County 2022 - 2023 Insurance Renewal

	10/1/21 - 10/1/22 Travelers, Intact, Bitco & QBE	10/1/22 - 10/1/23 BUDGET	10/1/22 - 10/1/23 Option 1 Travelers, Safety National, QBE, Kinsale & Bitco	10/1/22 - 10/1/23 Option 2 Travelers, Safety National, QBE, Kinsale & Bitco
Property Premium	**$860,500.00**	**$1,161,675.00**	**$990,000.00**	**$1,142,880.00**
Total Insured Value	*$395,793,556*	*$395,793,557*	*$446,474,249*	*$446,474,249*
All Other Perils Deductible	*$25,000*	*$25,000*	*$25,000*	*$25,000*
Wind/Hail Deductible	*3%; Minimum $1,000,000*	*3%; Minimum $1,000,000*	*3%; Minimum $1,000,000*	*3%; Minimum $100,000*
Mobile Equipment Deductible	*$25,000 (RC)*	*$25,000 (RC)*	*$25,000 (RC)*	*$25,000 (RC)*
Casualty Premium	**$1,497,760.68**	**$1,926,227.31**	**$1,925,837.00**	**$1,925,837.00**
General Liability Limit	*$1,000,000*	*$1,000,000*	*$2,000,000*	*$2,000,000*
General Liability Limit Agg	*$1,000,000*	*$1,000,000*	*$4,000,000*	*$4,000,000*
General Liability Retention	*$100,000*	*$100,000*	*$100,000*	*$100,000*
Public Officials Limit	*$1,000,000*	*$1,000,000*	*$2,000,000*	*$2,000,000*
Public Officials Retention	*$100,000*	*$100,000*	*$100,000*	*$100,000*
Law Enforcement Limit	*$5,000,000*	*$5,000,000*	*$5,000,000*	*$5,000,000*
Law Enforcement Retention	*$250,000*	*$250,000*	*$500,000*	*$500,000*
Umbrella Limit	*$3,000,000*	*$3,000,000*	*$2,000,000*	*$2,000,000*
Coverages Included	*AL, GL, POL, EL*	*AL, GL, POL, EL*	*GL, POL, EL*	*GL, POL, EL*
Crime Limit	*$500,000*	*$500,000*	*$500,000*	*$500,000*
Crime Deductible	*$5,000*	*$5,000*	*$5,000*	*$5,000*
Cyber Limit	*$2,000,000*	*$2,000,000*	*$2,000,000*	*$2,000,000*
Cyber Deductible	*$25,000*	*$25,000*	*$50,000*	*$50,000*
Auto Liability Premium	**$298,742.00**	**$453,263.31**	**$352,888.00**	**$352,888.00**
Auto Liability Limit	*$1,000,000*	*$1,000,000*	*$1,000,000*	*$1,000,000*
Auto Liability Retention	*$100,000*	*$100,000*	*$100,000*	*$100,000*
Auto PD Premium	**$344,802.00**	**$130,000.00**	**$130,886.00**	**$130,886.00**
Auto PD Coverage?	*Yes*	*Yes*	*Yes*	*Yes*
Auto PD Deductible	*$3,000*	*$3,000*	*$25,000*	*$25,000*
Auto CAT PD Limit	*N/A*	*N/A*	*N/A*	*N/A*
All Other Perils Deductible	*N/A*	*N/A*	*N/A*	*N/A*
Wind/Hail Deductible	*N/A*	*N/A*	*N/A*	*N/A*
Workers Comp Premium	**$1,313,660.00**	**$1,677,976.00**	**$1,677,931.00**	**$1,677,931.00**
Projected Payroll	*$121,578,164*	*$121,578,164*	*$117,697,810*	*$117,697,810*
Deductible	*$0*	*$0*	*$0*	*$0*
TRV Extended Reporting	**$201,870.00**	**$0.00**	**$0.00**	**$0.00**
Total Premium	**$4,517,334.68**	**$5,349,141.62**	**$5,077,542.00**	**$5,230,422.00**
Premium To Insurance Budget			-$271,599.62	-$118,719.62

Board of Directors
Suzan E. Fenner, Chair, *Dallas*
Larry W. Hicks, Vice Chair, *El Paso*
Billy C. Allen, III, *Houston*
Mary-Ann A. Bellatti, *Houston*
Patricia D. Chamblin, *Beaumont*
Ben Davidson, *Lubbock*

TLIE TEXAS LAWYERS' INSURANCE EXCHANGE®
Experience when you need it most.

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Julie C. Stern, *Canton*

August 8, 2022

Ron Morgan
Administrative Office of the District Courts
405 Martin Luther King Jr St
Georgetown, TX 78626

RE: Texas Lawyers' Insurance Exchange Judges' Professional Liability Insurance Program

Dear Mr. Morgan:

Pursuant to the applications which you submitted to Texas Lawyers' Insurance Exchange for the Williamson County District Court Judges on the enclosed invoice, we appreciate having the opportunity to offer for your consideration the following quotation for separate policies for each of the Judges on the enclosed invoice:

Each Judge Limits of Liability per claim/aggregate	Each Judge Deductible	Each Judge Premium	Total Premium
$1,000,000/$1,000,000	$1,000	$1,500	$6,000.00

Each policy will have the endorsement enclosed with this letter.

We hope that you will consider the following when purchasing your TLIE policy:

TLIE operates without a profit motive. The Association is controlled by a Board of Directors elected by and from the policyholder members.

TLIE provides a claims-made policy which offers prior acts coverage for judicial-related claims, subject to the terms and provisions of the policy. Since there is a prior knowledge exclusion in the policy (see Article 3.10 of the specimen policy), if you are aware of any circumstance, act, error or omission which you believe might result in a future claim, you should immediately report the matter to your current insurance carrier. We suggest that you report the matter even if you believe that the potential claim would be frivolous or unjustified, in order to protect yourself.

Two (2) invoices are enclosed. Please return one (1) with your payment. Please call to confirm coverage. If you need assistance, please feel free to call us at 1-800-252-9332.

Sincerely,

Jason Syesta
Vice President of Member Services

Enclosures

TLIE TEXAS LAWYERS' INSURANCE EXCHANGE
Experience when you need it most.

INVOICE

Home Office:
1801 S. MoPac, Suite 300
Austin, Texas 78746

(512)480-9074
Toll Free 1-800-252-9332

DATE: August 8, 2022

JUDGE:

Hon. Stacey Mathews	**(Retroactive Date: 10/01/22)**
Hon. Ryan Daniel Larson	**(Retroactive Date: 10/01/22)**
Hon. Betsy F. Lambeth	**(Retroactive Date: 10/01/22)**
Hon Donna King	**(Retroactive Date: 10/01/22)**

AMOUNT
REMITTED $_____

Policy Period		Description	Premium Amount
Effective	Expiration		
October 1, 2022	**October 1, 2023**	**Judges' Professional Liability Insurance** **1,000,000/1,000,000 per claim/aggregate limits** **1,000 Deductible**	**$6,000.00**
		Total	**$6,000.00**

PLEASE RETURN THIS COPY WITH YOUR PAYMENT

TLIE TEXAS LAWYERS' INSURANCE EXCHANGE
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Hon Donna King	**(Retroactive Date: 10/01/22)**

AMOUNT
REMITTED $ _____

Policy Period		Description	Premium Amount
Effective	Expiration		
October 1, 2022	**October 1, 2023**	**Judges' Professional Liability Insurance** **1,000,000/1,000,000 per claim/aggregate limits** **1,000 Deductible**	**$6,000.00**
		Total	**$6,000.00**

COPY FOR YOUR RECORDS

Renewal Proposal for

Williamson County

Fire Marshal Special Operations

10100 Katy Freeway, Suite 400 | Houston, Texas 77043
Phone: (713) 877-8975 | Fax: (713) 877-8974
McGriff.com

McGriff

Date: 9/26/2022

Insurance Proposal For:

Williamson County Fire Marshal Special Operations
3189 SE Inner Loop
Georgetown, TX 78626

Presented By: McGriff Insurance Services, Inc. 8200 IH-10 West Suite 215 San Antonio, TX 78230 Phone: Fax:	**Emergency Services Insurance Program** McNeil & Company Insurance and Risk Services P.O. Box 5670 67 Main Street Cortland, NY 13045 Phone: (800) 822-3747 Fax: (607) 756-5051 Website: www.esip.com
Carrier: Arch Insurance Company A.M. Best Rating: A+ Superior	

This proposal is valid for 90 days.

DISCLAIMER

GENERAL CONDITIONS:

This proposal is based on information provided to McNeil & Company by your Agent. An application signed and dated by an official of the entity and the agent/broker must be received prior to binding coverage.

The quotation in this proposal does not necessarily match the coverages or limits requested in any bid specifications and/or application.

Each individual policy contains the actual terms, conditions and exclusions. This proposal highlights certain features and benefits of the program.

Final premium is subject to adjustment based on any changes to limits and coverages received subsequent to the release of this proposal.

OUR PROMISE

We developed your Insurance Proposal based on information provided by your ESIP insurance agent. We depend on your agent's knowledge of your organization and on interviews with your organization's personnel, to design the best policy and coverages for you. If you have any questions or concerns about the adequacy or appropriateness of the proposed coverage, please discuss them with your ESIP agent. Many of the policy features can be customized to meet your special needs.

In this proposal we outline the various coverages being offered. However this document can not take the place of an actual policy. Only an actual policy contains all of the terms, conditions, and exclusions that affect your coverage. Please review your policies carefully with your agent to be certain that you clearly understand your insurance program.

We believe that the Emergency Services Insurance Program (ESIP) provides emergency service organizations such as yours with the best insurance products available. We promise that you will find our coverage and service to be beyond your expectations!

For more information about ESIP's products and services, visit us on the Internet at www.esip.com.

Named Insured will read on the policy as:

First Named Insured:

Williamson County Fire Marshal Special Operations

Other Named Insured:

Williamson County Haz Mat Team

Other Named Insureds should include all legal entities under which you operate or own property, including any Fire Company, Volunteer Association, Auxiliary, or Cadet Program. If the named insureds shown above are not correct please advise your ESIP agent.

Limits of Insurance

General Aggregate	$10,000,000
Products/Completed Operations Aggregate	$10,000,000
Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
Damage to Premises Rented to You *	$100,000
* Damage by Fire, Lightning or Explosion	
Medical Expense	$5,000

Schedule of all Premises you Own, Rent or Occupy

Location 1: 3189 SE Inner Loop, Georgetown, TX 78626

Coverages Included

Watercraft

Owned Watercraft less than 35 feet

Owned Unmanned Aircraft (Drones)

Contractual Liability

Fund Raising Activities

Host Liquor Liability

Temporary Liquor Liability for Events Lasting 10 Days or Less

Members as Insureds

Includes Physicians acting within the scope of their duties for Insured

Fire and Rescue Service Liability

Emergency Services E&O
Medical Malpractice Liability
Dispatcher's Liability
Medical Director's E&O
Good Samaritan Liability

Emergency Services Liability - Occurrence

Directors and Officers Liability
Spousal Liability
Estates, Heirs & Legal Representatives Liability
Employee Benefits Liability
Employment Related Practices Liability
Unintentional Release of Individually Identifiable Health Information
Outside Directorships
$100,000 Non-Monetary Relief

Coverages Included

Pollution Liability

On-Premises

Includes Above Ground Fuel Storage Tanks

Off-Premises

$1,000,000 Sub-Limit for Corrective Action Costs

Includes short term pollution events arising from pesticide or herbicide application

Injury to Volunteers

Fellow Member Liability

Bodily Injury and Property Damage

Property Damage to Rented Premises (other than fire) $50,000

Enhanced Property Damage

Use of Reasonable Force to Protect Persons or Property

Bail Bonds - $5,000

Your Expenses - $1,000 per day

Blanket Additional Insured

Persons or Organizations - As Required by Contract

Managers, Landlords or Lessors of Premises

Lessors of Leased Equipment

Waiver of Subrogation

Newly Acquired/Formed Organizations - 180 Days

Duties in the Event of an Occurrence, Offense, Claim or Suit

Limits Persons Required to Give Notice

Liberalization

Bodily Injury Includes Mental Anguish

Coverages Included

Damage to Customer's Autos - $50,000

Additional Terms and Conditions

Exclusion: Law Enforcement Liability

Coverages Included

Network Security & Data Breach Liability

Network Security & Data Breach Liability Each Event Limit	$1,000,000
Network Security & Data Breach Liability Aggregate Limit	$10,000,000
Network Security & Data Breach Liability Retroactive Date	10/31/2014

Provides liability coverage for third party claims or suits involving:

- Disclosure, loss or theft of personally identifiable or confidential corporate information in your care, custody or control which is obtained or released from your computer system
- Failure to disclose or warn of the actual or potential disclosure or misappropriation of personally identifiable or confidential corporate information
- Violation of any federal, state or local privacy statute addressing disclosure or misappropriation of personally identifiable or confidential corporate information
- Transmission of malware from your computer system
- A denial of service attack which blocks access to your website or computer system

Coverage applies to personally identifiable information of your members.
Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

Privacy Event Mitigation Expense

Privacy Event Mitigation Expense Each Event Limit	$50,000
Privacy Event Mitigation Expense Aggregate Limit	$50,000
Privacy Event Mitigation Expense Retroactive Date	10/31/2014

Provides coverage for reasonable and necessary fees and expenses for:

- Computer forensic analysis of your computer system to determine the cause and extent of the privacy event
- Review of the privacy event by an approved crisis management or legal firm to advise you of the appropriate response
- Travel by your directors, executive officers or employees which is done to mitigate the damage of a privacy event
- Costs associated with notifying affected parties of the privacy event
- Expenses for services, such as credit monitoring, provided to individuals for the purpose of mitigating the effect of a privacy event on them

Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

Limits of Insurance

Valuation	Guaranteed Replacement Cost
Deductible (Single Occurrence)	$250

Coverage Extensions

Commandeered and Impounded Property

Primary Coverage

Actual Cash Value or Legal Liability - Whichever is Greater

Adjusted Based on Owner's Policy Provisions if Other Than ACV

Loss of Use and Income

Includes Member's ATV's, Watercraft, Golf Carts and Snowmobiles

Member's Personal Property

Cost to Repair or Replace

$0 Deductible

Includes ATV's, Watercraft, Golf Carts and Snowmobiles

Patient's Property	$50,000
Computers in Transit	$25,000
Rental Reimbursement - Member's Vehicle	$10,000
Cost to Recertify	$10,000
Permanently Installed Property Off Premises	$200,000
Drones	$25,000
Additional Living Expenses - Members	Up to $1,000
Deductible Reimbursement - Members	Up to $1,000

Damage to Member's Primary Residence

Responding to, while at or returning from an emergency

Waived Deductible	Up to $1,000

Waiver applies to not more than 3 claims across all lines in any one policy term

Applies if previous 2 policy periods with us were loss free

McNeil & Co.'s commitment to our client doesn't end with our comprehensive, industry-tailored polices. More than any other insurance company, we want to help you mitigate risk, increase safety, and control losses. We are proud to offer a variety of valuable Risk Management Services with *every policy we write.

ESIP RISK MANAGEMENT SERVICES

- Designated Account Safety Specialist
- Wheelchair Van Safety & Security Checklist
- Motor Vehicle Record (MVR) Reviews *(Available for Business Auto policies)
- Sample Policies & Policy Reviews
- Hazardous Materials & Incident Command Pocket Guides
- Specialized Safety Forms, Checklists, and Self-Inspection Sheets
- Driver Training & Evaluation Info, including EVOC, accident investigation guides, etc.
- Risk Management Surveys & Recommendations, to help identify potential areas of loss
- Employment Practices Hotline
- Alcohol Server Training
- Sample Liability Waivers
- Safety Posters

Don't Forget About



E-Learning is our internet-based training and tracking management platform with instant, 24/7 access to a wide range of courses. This platform enables your members to access vital information and training anywhere with an internet connection, including via most mobile devices. Our management tools empower your organization's leaders to create customized training programs, track user activity, and easily maintain detailed records. We also offer document dropbox for uploading your own policies and training materials. Training specialists are available to help set up E-Learning for your organization, lead system walkthroughs and tutorials, and provide technical support. Best of all, these services come at no additional cost to you!

For more information on our Risk Management Services or E-Learning, visit esip.com or call 1-800-822-3747 ext. 176.

Policy Premium

	Premium	Includes TRIA of	Fees
Commercial Package	$2,543	$2	
Commercial Inland Marine	$517	$13	
Total:	$3,060	$15	

Binding Requirements

Policy Request Form
Signed Terrorism Form, only if rejecting coverage
Completed Renewal Survey including both Agent & Insured Signatures

Additional Coverage Lines Available

Commercial Property

Crime

Business Automobile

Commercial Umbrella

Accident & Health

Group Life

24hr AD&D

NetSafe Cyber Liability



10100 Katy Freeway, Suite 400 | Houston, Texas 77043
Phone: (713) 877-8975 | Fax: (713) 877-8974
Mcgriff.com

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Renewal Proposal for

Williamson County

Emergency Medical Services (EMS)

10100 Katy Freeway, Suite 400 | Houston, Texas 77043
Phone: (713) 877-8975 | Fax: (713) 877-8974
McGriff.com

McGriff

FIRSTFIRE SERVICES
INSURANCE PROPOSAL

BUSINESS CLIENT WILLIAMSON COUNTY EMS
3189 SE INNER LOOP
GEORGETOWN, TX 78626-6388

EFFECTIVE DATE October 09, 2022
EXPIRATION DATE October 01, 2023

QUOTE 3176798-4
RENEWAL OF 791-00-21-01-0000

IN PARTNERSHIP WITH MCGRIFF INSURANCE SERVICES, INC.
10100 KATY FREEWAY, SUITE 400
HOUSTON, TX 77043

YOUR ACCOUNT MANAGEMENT TEAM
INTACT INSURANCE MARCIE HASTY

UNDERWRITING COMPANY Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

Additional Terms, Conditions, and Underwriter Comments:

RENEWAL POLICY PROPOSAL TERM 10-9-2022 TO 10-1-2023, THEN ANNUAL THEREAFTER.

This proposal is being offered on a package basis. Individual coverage lines may not be bound without prior written consent from the Underwriter.

Terrorism must be either purchased on all or rejected on all applicable lines of business.

About Intact Insurance Specialty Solutions

Throughout the United States, Intact Insurance Specialty Solutions' underwriting companies offer a broad range of specialty insurance products through independent agencies, regional and national brokers, wholesalers and managing general agencies. Each business is managed by an experienced team of specialty insurance professionals focused on a specific customer group or industry segment, and providing distinct products and tailored coverages and services. Targeted solutions include group accident and health; commercial and contract surety; entertainment; environmental; excess property; financial institutions; financial services; inland marine; management liability; ocean marine; public entities; technology; and tuition refund. For further information about U.S. products and services visit: intactspecialty.com.

Intact Insurance Specialty Solutions is the marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC, a member of Intact Financial Corporation (TSX: IFC), the largest provider of property and casualty insurance in Canada and a leading specialty insurance carrier in North America. The insurance company subsidiaries of Intact Insurance Group USA LLC include Atlantic Specialty Insurance Company, a New York insurer, Homeland Insurance Company of New York, a New York insurer, Homeland Insurance Company of Delaware, a Delaware insurer, OBI America Insurance Company, a Pennsylvania insurer, OBI National Insurance Company, a Pennsylvania insurer, and The Guarantee Company of North America USA, a Michigan insurer. Each of these insurers maintains its principal place of business at 605 Highway 169 N, Plymouth, MN 55441, except The Guarantee Company of North America USA, which is located at One Towne Square, Southfield, MI 48076. For information about Intact Insurance Specialty Solutions products and services available in Canada, visit: intactspecialty.ca and for information about Intact Financial Corporation, visit: intactfc.com.

FirstFire Services Quote Proposal

Premium Summary for WILLIAMSON COUNTY EMS

Coverages	Coverage Premium
Liability Coverages	$15,584
Terrorism Coverage	$779
Professional Liability Coverages	$6,872
Premium When Excluding Terrorism Coverage	$22,456
Premium When Including Terrorism Coverage	$23,235

Payment Plan
Agency Bill -

SCHEDULE OF LOCATIONS

Loc	Address
1	3189 SE INNER LOOP GEORGETOWN, TX 78626-6388 Site 1, GL Only, EMS

General Liability Policy Coverages

Coverage	Limit	Deductible
General Aggregate	$10,000,000	
Products/Completed Operation Aggregate	$10,000,000	
Coverage A Bodily Injury and Property Damage		
Each Occurrence	$1,000,000	
Coverage B Personal and Advertising Injury	$1,000,000	
Coverage A & B		
Loss Only Deductible Each Occurrence or Offense		$0
Damage to Premises Rented to You		
Each Occurrence	$1,000,000	
Coverage C Health Care and Social Services		
Each Wrongful Act	$1,000,000	
Deductible Each Wrongful Act		$0
Medical Expense	$10,000	

General Liability Location Coverages

Loc	Bldg	Coverage	Premium Basis	Deductible
		Class: 44130 Fire Protection Services		
1	1	Coverage A&B		

Professional Liability Policy Coverages

Coverage	Limit	Deductible
Defense Expense for Injunctive Relief		Included
Each Wrongful Act	$50,000	
Aggregate	$100,000	
Public Officials Errors & Omissions		
Each Wrongful Act	$1,000,000	$0
Aggregate	$10,000,000	
Public Officials Employment Practices		
Each Offense	$1,000,000	$0
Aggregate	$10,000,000	
Public Officials Employee Benefits Administration		
Each Offense	$1,000,000	$0
Aggregate	$10,000,000	

Common Policy Forms

Form	Description
4 VIL 100 10 98	COMMON POLICY DECLARATIONS
ASC 00 02 01 98	PREMIUM STATEMENT
ASC 00 12A 09 18	SCHEDULE OF LOCATIONS
GRS IL 004 01 16	MULTI-YEAR RATE GUARANTEE
VIL 001 02 05	COMMON POLICY CONDITIONS- (N/A TO VA AUTO)
VIL 689 TX 02 05	TX CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD
ASC 00 11 01 98	Schedule 1 - LIST OF COMMON DEC FORMS

Non-Policy Forms

Form	Description
GRS PHN 004 10 20	POLICYHOLDER NOTICE
GRS PHN 006 12 21	POLICYHOLDER NOTICE
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
PHN 001 IL 12 20	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
PHN 003 IL 12 20	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM

Non-Policy Forms

Form	Description
	INSURANCE COVERAGE
PHN 059 05 20	TEXAS COMPLAINT NOTICE

General Liability Forms

Form	Description
ASC 00 05 01 98	LIABILITY COVERAGE PART DEC
CG 01 03 06 06	TX CHANGES
CG 21 71 01 15	EXCL- OTHER ACTS OF TERRORISM; CAP ON CERTIFIED LOSSES
CG 26 39 12 07	TX CHANGES - EMPLOYMENT - RELATED PRACTICES EXCLUSION
GRS GL 103 08 17	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
GRS GL 210 01 16	EXCL - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA RELATED LIABILITY; COMPUTER OR COMPONENTS; NETWORK SECURITY OR HACKING EVENT
GRS GL 402A 01 16	LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION
VCG 100 10 98	LIABILITY SCHEDULE
VIL 679 TX 02 05	TX CHANGES-CANCELLATION & NONRENEWAL
VIL 756 TX 03 12	TX CHANGES - DUTIES
ASC 00 11 01 98	Schedule 2 - LIABILITY FORMS LIST

Professional Liability Forms

Form	Description
APR 005 02 99	PROFESSIONAL LIAB DECLARATIONS
GRS EO 103 08 17	PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE FORM
GRS EO 206 01 16	EXCL - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY; COMPUTER OR COMPONENTS; NETWORK SECURITY OR HACKING EVENT
GRS EO 400 01 16	LIMITATION OF COV - DESIGNATED PREMISES OR OPERATIONS
GRS EO 404 11 21	FLSA DEFENSE EXPENSES EXTENSION
GRS EO 405 11 21	HIPAA FINES PENALTIES EXTENSION
ASC 00 11 01 98	Schedule 3 - PROF LIAB POLICY FORMS LIST

Insured Name and Address:

WILLIAMSON COUNTY EMS
3189 SE INNER LOOP
GEORGETOWN, TX 78626-6388

Quote Number: 3176798-4

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80%, BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

The prospective premium required for your terrorism coverage is $779.

If you wish to reject this offer of coverage, you should check the box below, sign this notice and send it to your agent. An **exclusion** of terrorism losses, as defined by the Act, will then be made part of your policy.

☐	I hereby reject the offer of terrorism coverage. I understand that I will have no coverage for losses arising from acts of terrorism, as defined in the Act.

If your policy includes Property coverage in one or more of these states: CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI, or WV; the following statement applies:

The terrorism exclusion makes an exception for (and thereby continues your coverage for) property fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue.

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If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States Government under the formula detailed above.

The portion of your policy premium attributable to terrorism (fire only) coverage in all of the states listed above, in which your policy provides Property coverage, $0. This amount is included in your policy premium and cannot be rejected.

If your policy includes Inland Marine coverage in one or more of these states: CA, ME, MO, OR or WI; the following statement applies:

The terrorism exclusion makes an exception for (and thereby continues your coverage for) direct property damage fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to direct property damage fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States Government under the formula detailed above.

The portion of your policy premium attributable to coverage for direct property damage from fire resulting from terrorism in all of the states listed above, in which your policy provides Inland Marine coverage, is $0. This amount is included in your policy premium and cannot be rejected.

	Atlantic Specialty Insurance Company
Policyholder/Applicant's Signature	Insurance Company
Print Name	Date

If you have any questions about this notice, please contact your agent.

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Renewal Proposal for

Williamson County

Jail Medical Professional Liability: Dr. Barta

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Phone: (713) 877-8975 | Fax: (713) 877-8974
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McGriff

1 Farm Glen Boulevard
Farmington, CT 06032
Ph: 860-561-3600
www.rtspecialty.com

022634649A

QUOTATION SUMMARY

McGriff Insurance Services, Inc.
Susan Golla
8200 IH-10 West, Suite 317
San Antonio, TX 78230

Outlined below is a summary of the attached quotation obtained for the above noted Insured. The full quote terms, conditions, limitations and exclusions can be found on the attached quote. Please pay special attention to those items found on the quote, and note that in the event of any discrepancies between the information found on this summary and the quote itself, the quote supersedes our summary. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the terms, conditions, limitations and exclusions in the quote, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

NAMED INSURED:	Adam Barta, MD 508 South Rock Street Georgetown, TX 78626	
PRIMARY RISK ZIP CODE:	78626	
COVERAGE:	Medical Professional Liability Full Program	
INSURER:	General Star Indemnity Company - Non-Admitted	
POLICY TERM:	10/1/2022 - 10/1/2023	
ESTIMATED POLICY PREMIUM:	$49,847.00	
OPTIONAL TRIA:	NOT APPLICABLE	
FEES:	Brokerage Fee	$200.00
	TOTAL FEES:	$200.00
ESTIMATED SURPLUS LINES TAX:		
	Surplus Lines Tax	$2,427.28
	Stamping Office Fee	$37.54
	TOTAL TAXES:	$2,464.82
	TOTAL PREMIUM:	**$52,511.82**

1 Farm Glen Boulevard
Farmington, CT 06032
Ph: 860-561-3600
www.rtspecialty.com

022634649A

SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For RT Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, RT Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

25% MINIMUM EARNED PREMIUM

Subjectivities:
Completed, Signed and Dated diligent effort form

1 Farm Glen Boulevard
Farmington, CT 06032
Ph: 860-561-3600
www.rtspecialty.com

022634649A

HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law (if any) of the Home State governing cancellation or non-renewal of non-admitted insurance, including whether any such laws apply to non-admitted risks, shall apply to this Policy.

BINDING INSTRUCTIONS

We will only bind coverage in writing after we receive a written request from you to bind coverage. If coverage is requested, the following items must be submitted:
There are subjectivities that:

must be complied with or resolved before the contract becomes binding
apply both before or after inception, compliance with which is a condition of all or part of the coverage; and
apply after the formation of the contract as conditions of continued coverage.

Failure to provide or comply with these subjectivities might results in a refusal to bind or cancellation of coverage, at the insurer's option. Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected or updated information is received. You must notify us of any material change in the risk exposure occurring after submission of the application. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will supersede the quote.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

This quote summary, the quote, the fees quoted and our advice, is confidential. This quote summary and the quote constitutes the entire understanding and supersedes any and all agreements and communications respecting the insurance offered. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.

This Face Page attaches to and becomes a part of the following policy:

Insured: Adam Barta, MD
Policy #:
Effective Date: 10/1/2022
Date Policy/Endorsement Received:
Zip Code of Risk Location: 78626

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS SURPLUS LINE COVERAGE UNDER THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCEDOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THE INSURER IS NOT A MEMEBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER CHAPTER 462, INSURANCE CODE, CHAPTER 225, INSURANCE CODE, REQUIRES PAYMENT OF A 4.85 PERCENT TAX ON GROSS PREMIUM.
Rev.4/1/09

Name and Address of Insurer:
General Star Indemnity Company

Name and Address of Surplus Lines Agent:
RT Specialty
180 N. Stetson Avenue, Suite 4600
Chicago, IL 60601

Premium:	$49,847.00
TRIA Premium:	NOT APPLICABLE
Fees:	Brokerage Fee $200.00
Surplus Lines Tax:	$2,427.28
Stamping Fee:	$37.54
Total:	$52,511.82

Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

General Star Indemnity Company
To get information or file a complaint with your insurance company or HMO:
Call: General Star Indemnity Company at (203) 328-5700
Toll-free:
Online:
Email:
Mail: 120 Long Ridge Road
Stamford, CT 06902

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:
Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

General Star Indemnity Company
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: General Star Indemnity Company al (203) 328-5700
Teléfono gratuito:
En línea:
Correo electrónico:
Dirección postal: 120 Long Ridge Road
Stamford, CT 06902

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:
Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-90

GenStar

General Star Indemnity Company

GENSTAR SPECIAL RISK PLUS PREMIUM INDICATION

09/20/2022

Subject to the following terms & conditions, we are pleased to offer a premium and coverage indication for our Physicians & Surgeons, claims-made Professional Liability Program:

Indication for:	**Adam Barta, MD**	App ID:	2546976
Medical Specialty:	**Family/General Practice - No Obstetrics - Minor Invasive Surgery** Specialty Code: 82421		
Underwriting Company:	**GENERAL STAR INDEMNITY COMPANY**		
Proposed Effective Date:	**10/01/2022**	Retroactive Date:	**12/28/2010**
Limits of Liability:	**$250,000** Each claim/	**$500,000**	Annual Aggregate
Deductible:	**$10,000**		
Annual Premium	**$49,847**		
This Indication will expire on:	**10/01/2022**		

Percentage of Full Annual Premium for 12-Month Extended Reporting Period:	**100%**
Percentage of Full Annual Premium for 36-Month Extended Reporting Period:	**150%**
Percentage of Full Annual Premium for 60-Month Extended Reporting Period:	**200%**



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Renewal Proposal for

Williamson County

Jail Medical Professional Liability: Dr. Khan

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1 Farm Glen Boulevard
Farmington, CT 06032
Ph: 860-561-3600
www.rtspecialty.com

022641930A

QUOTATION SUMMARY

McGriff Insurance Services, Inc.
Susan Golla
8200 IH-10 West, Suite 317
San Antonio, TX 78230

Outlined below is a summary of the attached quotation obtained for the above noted Insured. The full quote terms, conditions, limitations and exclusions can be found on the attached quote. Please pay special attention to those items found on the quote, and note that in the event of any discrepancies between the information found on this summary and the quote itself, the quote supersedes our summary. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the terms, conditions, limitations and exclusions in the quote, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

NAMED INSURED:	Ghulam M Khan 306 West 4th Street Georgetown, TX 78626	
PRIMARY RISK ZIP CODE:	78626	
COVERAGE:	Medical Professional Liability Full Program	
INSURER:	General Star Indemnity Company - Non-Admitted	
POLICY TERM:	10/10/2022 - 10/10/2023	
ESTIMATED POLICY PREMIUM:	$20,426.00	
OPTIONAL TRIA:	NOT APPLICABLE	
FEES:	Brokerage Fee	$200.00
ESTIMATED SURPLUS LINES TAX:	Surplus Lines Tax	$1,000.36
	Stamping Office Fee	$15.47
	TOTAL TAXES:	$1,015.83
	TOTAL PREMIUM:	**$21,641.83**

1 Farm Glen Boulevard
Farmington, CT 06032
Ph: 860-561-3600
www.rtspecialty.com

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SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For RT Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, RT Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

A 25% minimum earned premium is charged upon binding

Subjectivities:
Completed signed and dated Diligent Effort form.

1 Farm Glen Boulevard
Farmington, CT 06032
Ph: 860-561-3600
www.rtspecialty.com

022641930A

HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law (if any) of the Home State governing cancellation or non-renewal of non-admitted insurance, including whether any such laws apply to non-admitted risks, shall apply to this Policy.

BINDING INSTRUCTIONS

We will only bind coverage in writing after we receive a written request from you to bind coverage. If coverage is requested, the following items must be submitted:
There are subjectivities that:

must be complied with or resolved before the contract becomes binding
apply both before or after inception, compliance with which is a condition of all or part of the coverage; and
apply after the formation of the contract as conditions of continued coverage.

Failure to provide or comply with these subjectivities might results in a refusal to bind or cancellation of coverage, at the insurer's option. Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected or updated information is received. You must notify us of any material change in the risk exposure occurring after submission of the application. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will supersede the quote.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

This quote summary, the quote, the fees quoted and our advice, is confidential. This quote summary and the quote constitutes the entire understanding and supersedes any and all agreements and communications respecting the insurance offered. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.

This Face Page attaches to and becomes a part of the following policy:

Insured: Ghulam M Khan
Policy #:
Effective Date: 10/10/2022
Date Policy/Endorsement Received:
Zip Code of Risk Location: 78626

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS SURPLUS LINE COVERAGE UNDER THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCEDOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THE INSURER IS NOT A MEMEBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER CHAPTER 462, INSURANCE CODE, CHAPTER 225, INSURANCE CODE, REQUIRES PAYMENT OF A 4.85 PERCENT TAX ON GROSS PREMIUM.
Rev.4/1/09

Name and Address of Insurer:
General Star Indemnity Company

Name and Address of Surplus Lines Agent:
RT Specialty
180 N. Stetson Avenue, Suite 4600
Chicago, IL 60601

Premium:	$20,426.00
TRIA Premium:	NOT APPLICABLE
Fees:	Brokerage Fee $200.00
Surplus Lines Tax:	$1,000.36
Stamping Fee:	$15.47
Total:	$21,641.83

Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

General Star Indemnity Company
To get information or file a complaint with your insurance company or HMO:
Call: General Star Indemnity Company at (203) 328-5700
Toll-free:
Online:
Email:
Mail: 120 Long Ridge Road
Stamford, CT 06902

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:
Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

General Star Indemnity Company
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: General Star Indemnity Company al (203) 328-5700
Teléfono gratuito:
En línea:
Correo electrónico:
Dirección postal: 120 Long Ridge Road
Stamford, CT 06902

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:
Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-90

GenStar

General Star Indemnity Company

GENSTAR SPECIAL RISK PLUS PREMIUM INDICATION

09/20/2022

Subject to the following terms & conditions, we are pleased to offer a premium and coverage indication for our Physicians & Surgeons, claims-made Professional Liability Program:

Indication for:	**Ghulam M Khan, MD**	App ID:	2546968
Medical Specialty:	**Psychiatry & Addiction Medicine - No Surgery** Specialty Code: 81249		
Underwriting Company:	**GENERAL STAR INDEMNITY COMPANY**		
Proposed Effective Date:	**10/10/2022**	Retroactive Date:	**10/10/2013**
Limits of Liability:	**$200,000** Each claim/	**$600,000**	Annual Aggregate
Deductible:	**$10,000**		
Annual Premium	**$20,426**		
This Indication will expire on:	**10/10/2022**		

Percentage of Full Annual Premium for 12-Month Extended Reporting Period:	**100%**
Percentage of Full Annual Premium for 36-Month Extended Reporting Period:	**150%**
Percentage of Full Annual Premium for 60-Month Extended Reporting Period:	**200%**



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Phone: (713) 877-8975 | Fax: (713) 877-8974
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Renewal Proposal for

Williamson County

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PROPERTY/BOILER QUOTATION

Re: WILLIAMSON COUNTY
100 WILCO WAY, SUITE HR101
GEORGETOWN, TX 78626-0000

Effective from: 10/01/2022 **to** 10/01/2023

THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTATION. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTATION HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTATION CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

Insuring Company: Travelers Lloyds Insurance Company

Policy Territory: The United States of America and Canada

Coverage, Limits and Deductibles:
See the attached outline of the coverage forms, Limits of Insurance and policy amendments provided in this quotation.

THIS QUOTATION DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY THE TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

Total Insured Values: $446,474,249

Premium: $975,000

The premium is based on total insured value as outlined in the quotation. Any fees, taxes and/or surcharges which carriers are required to collect on behalf of local jurisdictions, are in addition to the policy premium shown.

Rate: .2184

Payment Plan: Lump sum as provided by the Agency Bill System

Terms and Conditions:

1. Please accept this proposal as the Broker for the captioned account.
2. The policy will be subject to all state-mandated endorsements.
3. Consult Policy for Actual Terms and Conditions.
4. The attached is subject to your compliance with our reasonable engineering recommendations.
5. The policy includes an Exclusion of New “Frame Buildings” in the Course of Construction.
6. The Exclusion - "Certain computer related losses due to dates or times" applies.
7. Please forward a signed and completed Business Income Worksheet prior to issuance.

This proposal expires automatically on 09-30-22.

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CONTRACTORS EQUIPMENT - CHANGES	Endorsement 2

Supplemental Coverage Declarations

READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

A. POLICY LIMIT: In no event shall liability under this policy arising out of one occurrence exceed $300,000,000, nor shall liability exceed any specific Limit of Insurance applying to any insured loss, coverage or location(s).

B. LIMITS OF INSURANCE – For application of Limits of Insurance, refer to Conditions A.2. and A.3. in the Policy Conditions, Additional Provisions and Definitions Form:

1.	Buildings, in any one occurrence: Included means, included in the Policy Limit.		Included
2.	Business Personal Property excluding Personal Property of Others, in any one occurrence: Included means, included in the Policy Limit.		Included
3.	Personal Property of Others, in any one occurrence:	$	250,000
4.	"Electronic Data Processing Data and Media", in any one occurrence:	$	5,000,000
5.	Accounts Receivable, in any one occurrence:	$	2,500,000
6.	Valuable Papers and Records, in any one occurrence:	$	2,500,000
7.	"Fine Arts", in any one occurrence: Subject to a maximum per item of:	$ $	1,000,000 10,000
8.	Newly Constructed or Acquired Property, at any one building, in any one occurrence: Number of days 120.	$	5,000,000
9.	"Outdoor Property" including Debris Removal, in any one occurrence: Trees, shrubs and plants are subject to a maximum per item of:	$ $	250,000 2,500
10.	Covered Property in Transit, in any one occurrence:	$	250,000
11.	Debris Removal, in any one occurrence: **a**. 25% of the sum of the amount paid for Covered Property loss and the applicable deductible. **b**. Additional Debris Removal Expense:	$	250,000
12.	"Pollutant" Cleanup and Removal – Direct Damage, aggregate in any one policy year:	$	250,000
13.	Claim Data Expense – Direct Damage, in any one occurrence:	$	50,000

14. Ordinance or Law

Loss to the Undamaged Portion of Buildings, in any one occurrence:	$	25,000,000
Demolition Cost, in any one occurrence:		Included
Increased Cost of Construction, in any one occurrence:		Included

Included means, included in the Limit shown for Loss to the Undamaged Portion of Buildings.

15. Limited "Fungus", Wet Rot and Dry Rot Coverage – Direct Damage:

a.	In any one occurrence:	$	100,000
b.	Aggregate in any one policy year:	$	250,000

16. Business Income, in any one occurrence: $ 1,500,000
Rental Value, in any one occurrence: Included
Included means, included in the Limit shown for Business Income.

Ordinary Payroll: Excluded

Extended Business Income or Rental Value at 60 days.

Civil Authority 30 days.

Ingress or Egress, in any one occurrence: $ 25,000
Number of miles 1.
Number of days 30.

Ordinance or Law - Increased "Period of Restoration", in any one occurrence: $ 250,000

Newly Acquired Premises – Time Element, in any one occurrence: $ 500,000
Number of days 120.

Undescribed Premises – Time Element, in any one occurrence: $ 100,000

Claim Data Expense – Time Element, in any one occurrence: $ 25,000

"Pollutant" Cleanup and Removal – Time Element, aggregate in any one policy year: $ 25,000

Limited "Fungus", Wet Rot and Dry Rot Coverage – Time Element 30 days.

The Rental Value Limit shown above is subject to the following limitation:
In no event shall liability in any one occurrence for loss of Rental Value at any one building exceed 110% of the individually stated Rental Value amount for that building shown in the latest Statement of Values or other documentation on file with the Company. If, at the time of loss, the Rental Value amounts shown on the latest Statement of Values or other documentation on file with the Company are not individually stated for each building, the Rental Value amount for each building will be developed by multiplying the reported Rental Value amount that includes the Rental Value amount for the

individual building that is damaged by the proportion that the square footage of that individual building bears to the total square footage of all buildings contemplated in that reported Rental Value amount.

17.	Extra Expense, in any one occurrence:	$	5,000,000
	Civil Authority 30 days.		
	Ingress or Egress, in any one occurrence: Number of miles 1. Number of days 30.	$	25,000
	Ordinance or Law - Increased “Period of Restoration”, in any one occurrence:	$	50,000
	Newly Acquired Premises – Extra Expense, in any one occurrence: Number of days 120.	$	50,000
	Undescribed Premises – Extra Expense, in any one occurrence:	$	50,000
	Claim Data Expense – Extra Expense, in any one occurrence:	$	25,000
	“Pollutant” Cleanup and Removal – Extra Expense, aggregate in any one policy year:	$	25,000
	Limited “Fungus”, Wet Rot and Dry Rot Coverage – Extra Expense 30 days.		
18.	Earthquake, Volcanic Eruption, Landslide and Mine Subsidence– aggregate in any one policy year, for all losses covered under this policy, commencing with the inception date of this policy:		
	a. Occurring in Alaska, Hawaii or Puerto Rico:		Not Covered
	b. Occurring in California:		Not Covered
	c. Occurring in High and Moderate Hazard Earthquake, Volcanic Eruption, Landslide and Mine Subsidence Areas as per MS C6 09:		Not Covered
	d. Occurring anywhere else in the Policy Territory:	$	25,000,000
	If more than one Annual Aggregate Limit applies in any one occurrence, the most the Company will pay is the highest involved Annual Aggregate Limit. The most the Company will pay during each annual period is the largest of the Annual Aggregate Limits shown.		
19.	Flood – aggregate in any one policy year, for all losses covered under this policy, commencing with the inception date of this policy:		

a.	Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone A or Zones prefixed A as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones:	$	2,500,000
b.	Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone V or Zones prefixed V as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones:		Not Covered
c.	Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone B, Zone X (shaded) or Zone X-500 as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones:	$	10,000,000
d.	Occurring anywhere else in the Policy Territory:	$	25,000,000

Any loss resulting from Flood to a building, structure or property in the open which is, at the time of loss, within more than one Flood Zone will be subject to the insurance and Annual Aggregate Limit, if any, that would apply under this policy if that building, structure or property in the open was wholly located within the most hazardous of the Flood Zones, as identified in MS C2 06, in which it is located. The Flood Zone that applies to a building or structure will also apply to any property in or on such building or structure.

If, at the time of loss resulting from Flood, the community in which property is located has been suspended from the National Flood Insurance Program, the Flood Zone(s) that applied prior to the suspension will be used in determining the Flood Zone(s) that apply to the property.

If more than one Annual Aggregate Limit applies in any one occurrence, the most the Company will pay is the highest involved Annual Aggregate Limit. The most the Company will pay during each annual period is the largest of the Annual Aggregate Limits shown.

20.	Boiler and Machinery (Insured's premises only): Property Damage, in any one Accident:	Included
	Business Income and Rental Value, in any one Accident:	Included
	Extra Expense, in any one Accident:	Included
	Leasehold Interest, in any one Accident:	Included

	Hazardous Substance, in any one Accident:		
	Ammonia Contamination:	$	250,000
	Any other substance:	$	250,000
	Water Damage, in any one Accident:	$	250,000
	Consequential Damage, in any one Accident:	$	250,000
	Included means, included in the Limit of Insurance that otherwise applies under this policy to the coverage for which included is indicated.		
	Boiler and Machinery (Insured's premises only) all coverages combined, maximum in any one Accident:	$	100,000,000
21.	Limited Electronic Vandalism Cause of Loss Coverage, aggregate in any one policy year:	$	50,000
22.	Contractors Equipment, in any one occurrence:	$	5,000,000
	Subject to a maximum per item of:	$	100,000
	Newly Acquired Contractors Equipment, in any one occurrence:	$	100,000
	Equipment Rental Expense, in any one occurrence:		Not Covered
23.	Expediting Expenses, in any one occurrence:	$	250,000
24.	Leasehold Interest, in any one occurrence:	$	1,000,000
25.	Covered Animals – Direct Damage, in any one occurrence:	$	100,000
	Subject to a maximum per animal of:	$	15,000
26.	Errors and Omissions, in any one occurrence:	$	1,000,000
27.	Utility Services – in any one occurrence:		
	Utility Services, combined Direct Damage and Time Element, including Boiler and Machinery:	$	2,500,000
28.	Unscheduled Leased or Rented Contractors Equipment, as per Endorsement 2, in any one occurrence:	$	250,000
	Subject to a maximum per item of:	$	50,000

C. DEDUCTIBLES: For application of Deductibles, refer to the Application of Deductibles conditions in the Policy Conditions, Additional Provisions and Definitions Form.

1.	To Business Income Coverage and Rental Value Coverage for which no other deductible is stated, in any one occurrence:	Hours	48
2.	To Extra Expense Coverage for which no other deductible is stated, in any one occurrence:	Hours	48
3.	By Earthquake, Volcanic Eruption, Landslide and Mine Subsidence, in any one occurrence:	$	100,000
	As respects Business Income, the deductible is		

included in the occurrence deductible.

As respects Rental Value, the deductible is included in the occurrence deductible.

As respects Extra Expense, the deductible is included in the occurrence deductible.

4. By Flood:

a. Occurring within Flood Zone A or Zones prefixed A, as classified under the National Flood Insurance Program, the deductible, in any one occurrence for each building or structure and its contents separately, will be the amount recoverable under the National Flood Insurance Program when the maximum amount of insurance permitted by the National Flood Insurance Program applies, whether or not the coverage is purchased or maintained. In the event the community in which the premises are located has been suspended from the National Flood Insurance Program, each such deductible shall instead be the amount that would have been recoverable under the National Flood Insurance Program if the community had not been suspended and the maximum amount of insurance that would have been permitted by the National Flood Insurance Program applied.
In addition, the following deductible will apply to property not eligible and coverages not available under the National Flood Insurance Program that are covered under this policy, and any difference in the valuation between the policies, at each affected location, in any one occurrence: $ 100,000

b. Occurring anywhere else in the Policy Territory where Flood coverage applies, in any one occurrence: $ 100,000

As respects Business Income, the deductible is included in the occurrence deductible.

As respects Rental Value, the deductible is included in the occurrence deductible.

As respects Extra Expense, the deductible is included in the occurrence deductible.

Any loss resulting from Flood to a building, structure or property in the open which is, at the time of loss, within more than one Flood Zone will be subject to the Flood deductible, if any, that would apply under this policy if that building, structure or property in the open was wholly located within the most hazardous of the Flood Zones, as identified in MS C2 06, in which it is located. The Flood Zone that applies to a building or structure will also apply to any property in or on such building or structure.

If, at the time of loss resulting from Flood, the community in which property is located has been suspended from the National Flood Insurance Program, the Flood Zone(s) that applied prior to the suspension will be used in determining the Flood Zone(s) that apply to the property.

5. By "Windstorm" or Hail:

a.	Occurring in High Hazard Wind Areas, as per MS C6 06, in any one occurrence: Percentage applies per Unit	5	%	$	1,000,000
b.	Occurring anywhere else in the Policy Territory where "Windstorm" or Hail coverage applies, in any one occurrence: Percentage applies per Unit	3	%	$	1,000,000

As respects Business Income, any applicable percent deductible shown above applies.

As respects Business Income, if no percent deductible applies, the deductible for Business Income is included in the occurrence deductible.

As respects Rental Value, any applicable percent deductible shown above applies.

As respects Rental Value, if no percent deductible applies, the deductible for Rental Value is included in the occurrence deductible.

As respects Extra Expense, the deductible is included in the occurrence deductible.

6.	By Boiler and Machinery, in any one Accident: Applicable to Direct Damage only.		$	25,000
7.	By Boiler and Machinery to Business Income and Rental Value, in any one Accident:	Hours		48
8.	By Boiler and Machinery to Extra Expense, in any one Accident:	Hours		48
9.	To Utility Services - Direct Damage, including Boiler and Machinery, in any one occurrence:		$	25,000

10.	To Utility Services - Time Element, including Boiler and Machinery, in any one occurrence:	Hours	72
11.	By “Water Damage”, as per Endorsement 1, at each affected location, in any one occurrence:	$	100,000
12.	To Covered Animals, in any one occurrence:	$	5,000
13.	To any other covered loss, in any one occurrence:	$	25,000

D. VALUATION PROVISION: Replacement Cost applies as per MS C5 05, except as otherwise stated within endorsement MS C5 05, within this Supplemental Coverage Declarations or elsewhere in this policy.

E. SOLE AGENT PROVISION: For any insurance afforded by this policy, WILLIAMSON COUNTY shall act on behalf of all Insureds with respect to the giving and receiving of notice of cancellation or nonrenewal, the payment of premiums, the receiving of return premiums, and the acceptance of any endorsement issued to form a part of this policy.

F. PREMIUM ADJUSTMENT: This policy will be adjusted as needed for any changes in values and premiums.

G. ISSUING COMPANY: The Travelers Lloyds Insurance Company (Texas Locations Only)

POLICY CHANGES

This endorsement modifies the insurance provided under this policy.

The following Deductible provision is added:

As respects any covered loss or damage caused by “water damage”, regardless of the cause of the “water damage”, the Company will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible amount shown in the Supplemental Coverage Declarations for “Water Damage”, unless a higher deductible applies to:

a. The cause of the “water damage”;

b. The property involved in the “water damage”; or

c. Any coverage(s) involved in the “water damage” loss;

in which case the higher deductible will apply. The Company will then pay the amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance.

This “Water Damage” deductible does not apply to any loss or damage from “water damage” that is itself caused by fire.

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CONTRACTORS EQUIPMENT - CHANGES

This endorsement modifies the insurance provided under the Contractors Equipment endorsement.

The following Additional Coverage Extension is added:

Unscheduled Leased or Rented Contractors Equipment

1. The insurance provided for Contractors Equipment is extended to apply to direct physical loss or damage by a Covered Cause of Loss to Unscheduled Leased or Rented Contractors Equipment, other than newly acquired Contractors Equipment to which the Newly Acquired Contractors Equipment Additional Coverage Extension applies, that is:
   a. Property of others leased or rented to the Insured while it is in the care, custody or control of the Insured;
   b. Of a type similar to the Contractors Equipment described in the most recent Schedule of Contractors Equipment or other documentation on file with the Company; and
   c. Not described in the most recent Schedule of Contractors Equipment or other documentation on file with the Company.
2. This coverage will end when one of the following first occurs:
   a. This policy is canceled or expires;
   b. The property is reported to the Company; or
   c. The property is more specifically insured elsewhere.
3. The most the Company will pay for loss or damage in any one occurrence under this coverage is the Limit of Insurance specified for Unscheduled Leased or Rented Contractors Equipment shown in the Supplemental Coverage Declarations.

   This is not additional insurance. Payments under this extension will not increase the Contractors Equipment Limit of Insurance.

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Wind/Hail Deductible Buy-Down Coverage

AEGIS

THE FOLLOWING IS AN INSURANCE INDICATION.
NO COVER HAS BEEN GIVEN.
SUBJECT TO ACCEPTANCE BOTH SIDES

RISK DETAILS

TYPE:	Deductible Buyback Insurance
NAME OF THE INSURED:	**Williamson County** and as stated or defined in the Policy/ies of the Overlying Insurers
ADDRESS OF THE INSURED:	100 Wilco Way, Suite HR101 Georgetown TX 78626 United States of America
POLICY PERIOD:	From: 01 October 2022 To: 01 October 2023 both days at the time as stated in the Policy/ies of the Overlying Insurers.
PERILS INSURED:	Wind / Hail
THE PROPERTY OR INTEREST:	Real and Personal Property owned, leased, used by the Insured Time Element Coverage: Included As defined in the Overlying Wording.
LIMIT OF THIS POLICY:	This Policy shall pay the difference between the Deductible(s) of the Overlying Insurer(s) as stated below, and the Insured's Retention set forth below, subject always to the Maximum Amount Payable.
MAXIMUM AMOUNT PAYABLE UNDER THIS POLICY:	USD 900,000 ,each and every occurrence
INSURED'S RETENTION:	3% per unit subject a minimum of USD 100,000 per occurrence
PROPERTY LOCATED OR CONTAINED AT:	Various Locations located within the United States of America, as per schedule on file with the Insurers

OVERLYING POLICY DETAILS:

Deductible(s) for the Perils Insured by this Policy:	3% per unit subject to a minimum of USD 1,000,000

CONDITIONS:

Wording: AEGIS Deductible Buy Down (US) - (01/2021) amended as attached.

Exclusions – Section III:

- Chemical or Biological Materials – A.1.
- Communicable Disease – A.2.
- Cyber Loss – A.3.
- Data – A.4.
- Pre-Existing Damage – A.5.
- Radioactive Contamination – A.6.
- Terrorism – A.7.
- War, Confiscation, Riot, Strike – A.8.
- Sanctions – B.

60 days, 15 days for non-payment, Cancellation Clause – General Condition C.

False or Fraudulent Claim – General Condition F.

U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause – LMA 5390

NOTIFICATION OF CLAIMS TO:

Amy White (Besso Limited)
2 Minster Court, London, EC3R 7PD
amy.white@besso.co.uk

NOTICES:

Data Protection Short Form Information Notice LMA9151 amended
Texas Surplus Lines Clause LMA 9079
Texas Complaints Notice LMA 9080D

CHOICE OF LAW AND JURISDICTION:

This insurance shall be governed by the laws of the State of TX and subject to the jurisdiction of a court of competent jurisdiction within the United States

of America, as determined in accordance with the provisions of the Service of Suit, Condition 9 of this insurance.

Nominee for Service of Suit:

Lloyd's: Lloyd's America, Inc, Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, New York 10017

PREMIUM: USD 160,000 (100%) Annual

100% Minimum Earned Premium is deemed earned at inception.

Total Premium including Taxes/Fees: $167,880

PREMIUM PAYMENT TERMS: 45 days from the end of the month of inception due to London Broker.

TAXES PAYABLE BY THE INSURED AND ADMINISTERED BY INSURERS: None.

INFORMATION

The following Information was provided to Insurer(s) to support the assessment of the risk at the time of underwriting:

Information per Presentation which seen by Insurers.

Total Insurable Value: USD 393,692,964

Approximate breakdown of values as per Schedule contained within Submission which noted and agreed by Insurer(s).

Loss Record as seen.

Casualty Coverage

SAFETY NATIONAL

Named Insured: Williamson County, TX

We are pleased to present the following proposal for your consideration and review. This proposal is valid until the effective date indicated in this proposal.

Line of Coverage	Premium and Surcharges
General Liability Coverage	$172,778
Commercial Automobile Liability Coverage	$352,888
Commercial Automobile Physical Damage Coverage	$130,886
**Public Officials Liability Coverage	$330,356*
Excess Liability Coverage	$103,311
Total	$1,090,219*

*SLT&F Required: $16,270.04

Total Premium Including Taxes/Fees: $1,106,489.04

Optional TRIA Coverage: (excluded in pricing above)

Line of Coverage	Premium and Surcharges
GL TRIA	$1,279
Excess TRIA	$2,066

Indicated premiums are based on all quoted lines of coverage being bound according to the terms and conditions included within Safety National's proposal. With the exception of Surplus Lines, the taxes, surcharges, assessments and other program costs are included within the premium for each line of coverage offered by Safety National Casualty Corporation®. Premiums are fully earned when bound.

** These coverages are offered by Safety Specialty Insurance Company®, a Surplus Lines Carrier. Premium does not include any surplus lines taxes and fees. Filing, collection and remittance of all Surplus Lines taxes and fees will be your responsibility.

Safety National® may consider providing revised or additional quote options for individual lines of coverage subject to further underwriting review and approval.

Unless otherwise noted, all references in this proposal to policy coverage parts and forms, depicts the product offering of Safety National. These may deviate from the coverage requests or wording contained within the Producer Specifications or other portions of the account submission.
Any deviations from this proposal must be approved and authorized by Safety National, in writing.

For additional information on the products and services proudly provided by Safety National, please visit our website: www.safetynational.com.

Commercial General Liability Proposal

Safety National Casualty Corporation

A.M. Best Rating A++ XV

Self-Insured Retention Program

Named Insured	Williamson County, TX
Effective Date	10/1/2022
Expiration Date	10/1/2023

CGL Coverage Form (CG 00 01)	**Limits of Liability**
General Aggregate Limit	$4,000,000 Other than Prod/Comp Ops
Products/Completed Operations Aggregate Limit	$4,000,000
Each Occurrence Limit	$2,000,000 Combined BI & PD
Personal and Advertising Injury Limit	$2,000,000 Any One Person or Org
Damages to Premises Rented to You Limit	$500,000 including Fire Damage Legal

Employee Benefits Liability Coverage	**Limits of Liability**
Claims Made Form (SNGL 054)	
Aggregate Limit	$4,000,000
Each Employee Limit	$2,000,000
Retroactive Date	Full Prior Acts

Coverage Retention Form (SNGL 024)	**Amount**	**ALAE Treatment**
CGL - Each Occurrence	$100,000	ALAE Within Retention Paid By Insured
Personal and Advertising Injury	$100,000	
Damages to Premises Rented to You	$100,000	
Employee Benefits Liability	$100,000	

General Liability Coverages / Endorsements

Mandatory State Endorsements	As required by covered states
Total Pollution Exclusion W/ Hostile Fire Exception	CG 04 30 (TX)
Nuclear Energy Liability Exclusion	IL 00 21
Fungi or Bacteria Exclusion	CG 21 67
Silica Exclusion	CG 21 96
Asbestos Exclusion	SNGL 044
Lead Exclusion	SNGL 043
Employment Related Practices Exclusion	CG 26 39 (TX)
Law Enforcement Exclusion	CG 22 51
ERISA Exclusion	SNGL 002
Amended Definition of Bodily Injury	SNGL 004
Unintentional Failure to Disclose Hazards or Occurrences	SNGL 021
Co-Employee Exclusion Deleted	SNGL 012
Failure to Supply Exclusion	CG 22 50
Injury to Volunteer Firefighters Exclusion	CG 22 56
Deletion of Premium Audit Condition	SNGL 053
Designated Additional Insured (Broad Form)	SNGL 022
Governmental Subdivisions Endorsement	CG 24 09
Access or Disclosure of Confidential or Personal Information And Data-Related Liability Exclusion	CG 21 07
Employee Benefits Liability Coverage with Self-Insured Retention	SNGL 054
Coverage C- Medical Payments Exclusion	CG 21 35
Self-Insured Retention Endorsement	SNGL 024
Sexual Abuse or Molestation Coverage	Manuscript / GLM 007-2 0518
TRIA Policyholder Disclosure Notice	Per attached disclosure- Signed copy must be received prior to binding of coverage

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE
(General Liability)

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, extended, and/or re-authorized, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS' LIABILITY, FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM. IF THE AGGREGATE INSURED LOSS FOR ALL INSURERS EXCEEDS $100 BILLION IN A CALENDAR YEAR, YOUR COVERAGE MAY THUS BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage with regard to General Liability

	I hereby elect to purchase terrorism coverage for a prospective premium of $1,279.
X	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

_____ **Safety National Casualty Corporation®**

Applicant's Signature *Insurance Company*

_____

Insured Name

_____

Date Signed

Commercial Auto Liability Proposal
Safety National Casualty Corporation
A.M. Best Rating A++ XV
Self-Insured Retention Program

Named Insured	Williamson County, TX
Effective Date	10/1/2022
Expiration Date	10/1/2023

CA Coverage Form (CA 00 01)	Symbol	Limits of Liability
Auto Liability – Any One Accident	1	$1,000,000 Combined Single Limit – Bodily Injury & Property Damage
Personal Injury Protection (PIP)		Reject Where Allowed / Minimum Where Required
Auto Medical Payments		Reject Where Allowed / Minimum Where Required
Uninsured/Underinsured Motorist (UM/UIM)		Reject Where Allowed / Minimum Where Required

Physical Damage Coverage	Symbol	Limits of Liability
Comprehensive Coverage	2	ACV
Collision Coverage	2	ACV

Garagekeepers Liability	Limits of Liability
Comprehensive Coverage	$250,000 per location

Coverage Retention Form (SNCA 022)	Amount	ALAE Treatment
Auto Liability – Any One Accident	$100,000	ALAE Within Retention Paid By Insured
Comprehensive Coverage	$25,000	
Collision Coverage	$25,000	
Garagekeepers	$100,000	

Automobile Liability Coverages / Endorsements

Mandatory State Endorsements	As required by covered states
Self-Insured Retention Endorsement	SNCA 022
Public Entity Endorsement	SNCA 029
Broad Form Named Insured	SNCA 038
Unintentional Failure to Disclose Material Facts	SNCA 028
Unintentional Failure to Provide Notice of Accident or Loss	SNCA 030
Exclusion of Federal Employees Using Autos in Government Business	CA 04 42
Audio, Visual, & Data Electronic Equipment Coverage- Fire, Police, & Emergency Vehicles	CA 20 02
Emergency Services - Volunteer Firefighters' and Workers' Injuries Excluded	CA 20 30
Silica Exclusion	CA 23 94
Amphibious Vehicles	CA 23 97
Public Transportation Autos	CA 24 02
Hired Autos Specified as Covered Autos you Own	CA 99 16
Deletion of Premium Audit Condition	Manuscript / CAM 001 0817
Professional Services Not Covered	CA 20 18
Nuclear Energy Liability Exclusion	IL 00 21
Garagekeepers	CA 99 37
Auto Physical Damage Deductibles Applies to Fire & Lightning	Manuscript / CAM 002 0817
UM/UIM, PIP, and/or Med Pay coverage	If the insured's intent is to reject UM/UIM, PIP, and/or Med Pay coverage in states that allow total rejection and the state mandatory forms are not signed, dated and returned prior to a loss, the insured's SIR will apply to the claim, if payments are made.

Public Officials & Employment Practices Liability Proposal

Safety Specialty Insurance Company
A.M. Best Rating A++ XV
Self-Insured Retention Program

Named Insured	Williamson County, TX
Effective Date	10/1/2022
Expiration Date	10/1/2023

POL/EPL Coverage Form (POEPCM 0416)	**Limits of Liability**
Claims Made Form	
Annual Aggregate Limit	$2,000,000
Each Wrongful Act	$2,000,000

Coverage Retention Form (ILSIR 0716)	**Amount**	**ALAE Treatment**
Each Wrongful Act	$100,000	ALAE Within Retention Paid By Insured
Retroactive Date:	10/1/2021	

Forms:

- Mandatory State Forms
- Non-Stacking of Limits Endorsement – Form ILNONSTACK 0416

Commercial Excess Liability Proposal

Safety National Casualty Corporation
A.M. Best Rating A++ XV
Self-Insured Retention Program

Named Insured	Williamson County, TX
Effective Date	10/1/2022
Expiration Date	10/1/2023

Commercial Excess Coverage Form (CX 00 01)	**Limits of Liability**
General Aggregate Limit	$2,000,000
Each Occurrence Limit	$2,000,000

Underlying Insurance	**Limits of Liability**
General Liability Coverage	$2,000,000/$4,000,000
Public Officials Liability Coverage	$2,000,000/$2,000,000

All underlying coverages must be bound through Safety National Casualty Corporation or Safety Specialty Insurance Company.

Exclusions:

In addition to all exclusions in the underlying Insurance, the following will also be excluded:

1.) Terrorism CX 21 33
2.) Failure to Supply XLM 001 / Manuscript
3.) Nuclear Energy Liability Exclusion CX 21 01

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE
(Excess Liability)

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, extended, and/or re-authorized, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS' LIABILITY, FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM. IF THE AGGREGATE INSURED LOSS FOR ALL INSURERS EXCEEDS $100 BILLION IN A CALENDAR YEAR, YOUR COVERAGE MAY THUS BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage with regard to Excess Liability

	I hereby elect to purchase terrorism coverage for a prospective premium of $2,066.
X	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

_____ **Safety National Casualty Corporation®**

Applicant's Signature *Insurance Company*

_____

Insured Name

_____

Date Signed

Law Enforcement Liability Coverage

QBE

LAW ENFORCEMENT LIABILITY QUOTATION

APPLICANT: Williamson County
100 Wilco Way, Suite HR101
Georgetown, TX 78626

INSURER: **QBE SPECIALTY INSURANCE COMPANY**
BEST RATING: A XIV
A SURPLUS LINES CARRIER

PROPOSED INCEPTION: October 1, 2022

POLICY LIMITS: Each Wrongful Act / Annual Agg.	SELF INSURED RETENTION: Including LAE	ANNUAL PREMIUM
$1,750,000 / $1,750,000	$500,000	$724,841

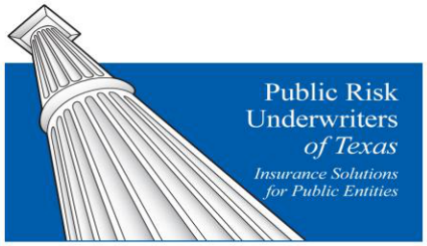
TERMS, CONDITIONS, AND SUBJECTIVITIES include but are not limited to:

Total Premium Including Taxes/Fees: $760,906.66

- $350 Policy Fee in addition to the annual premium.
- Policy Form: QBLE-1000 (01-16)) A **CLAIMS MADE** form.
- Retroactive Date: 10/01/21
- Completed, **signed, and dated** PRU-TX application [Form: **PRU-TX LEL App (01/22)**] - **prior to binding.**

- Canine and handler training certification **within 30 days.**
- Trade or Economic Sanctions Endorsement (QBIL-0285 (08-14))
- Service of Process Endorsement (IL-2002 (07-22))
- Nuclear Energy Exclusion (QBLE-2044 (01-16))
- 25% Minimum Earned Premium Endorsement (QBLE-2045 (01-16))
- Line of Duty Death Endorsement (QBLE-2019 (01-16))
- Retroactive Date Endorsement (QBLE-2012 (01-16))
- Self-Insured Retention Endorsement (QBLE-2016 (04-16))
- Defense Inside the Limit Endorsement (QBLE-2017 (01-16))
- Exclusion Endorsement - Big Fish Entertainment LLC with respect to Live PD TV Series (QBLE-2005 (01-16))
- Communicable Disease Exclusion Endorsement (QBLE-2010 (10-20))
- Any Notices or Disclosures required by the state regulatory agency.

Proposal prepared by: _____
Mark E. Dillard, President



If there have been any material changes since the application has been signed, you must immediately report the applicable changes to Public Risk Underwriters of Texas. In the event of a difference, the policy will prevail.

This proposal is valid until 12:01 AM on October 1, 2022. If we have not received a written request to bind coverage by then, we will close our file. This proposal may not match the coverage requested. Forms and endorsements are available upon request. If you have any questions or would like alternative proposals, please contact us.

REMINDER: Only **PRU of Texas** has the authority to bind, alter, or cancel coverage on behalf of the carrier. Coverage cannot be assumed to be bound without written confirmation from an authorized representative of **PRU of Texas.**

An ERP is available for one, two, or three years for an additional fully earned premium equal to 75%, 125%, or 150%, respectively.

Excess Law Enforcement Liability Coverage

Kinsale

Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)
Financial Size Category: X

QUOTE

RE: Williamson County Texas
100 Wilco Way, Suite HR101
Georgetown, TX 78626

We are pleased to offer the following quote. This quote is valid until 10/01/2022 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. **THIS IS NOT A BINDER OF INSURANCE**

Company: Kinsale Insurance Company
Coverage Form: Excess Casualty - Claims Made

Policy Term: 10/01/2022 - 10/01/2023
Retro Date: Inception

Limits of Liability:

$2,750,000 Each Occurrence
$2,750,000 Annual Aggregate

Business Description:

Schedule of Underlying Insurance:

Law Enforcement

Carrier:	QBE Specialty Insurance Company	Each Occurrence	$1,750,000
Policy Term:	10/01/2022 - 10/01/2023	General Aggregate	$1,750,000
Coverage Form:	Claims Made (Retro Date: 10/01/2021)		

Premium:	$429,750
Terrorism Premium (Optional):	$0
Total Premium:	**$429,750**
Company Fees:	**$50**
Total Amount Due:	**$429,800**

Minimum Earned Premium: 25.00%

Premium after Taxes/Fees: $450,967.50.

Premium is 100.00% minimum and deposit.
Company Fees, if applicable, are fully earned.

This quote is subject to the specified conditions and may be withdrawn at any time prior to acceptance and in no event will it remain open beyond the quote expiration date unless extended by us in writing. Changes in classifications, operations, exposure or risk specific information require notification to us and may result in changes to this quote. Coverage may not be bound without written confirmation from us.**Once bound, coverage may not be cancelled flat and the minimum earned premium will apply.**

Contingencies:

This Quote is subject to our receipt and acceptance of the following items:

1) Currently valued 5 year loss runs (valued within 30 days of the effective date)
2) Currently signed and dated version of the submitted application (within 30 day period prior to effective date).
3) Complete copies of all underlying policies within 60 days of binding coverage.
4) Copy of any subjectivity materials requested by the primary carrier.
5) Copy of primary binder

Contingency items must be submitted to a Kinsale Underwriter for favorable review prior to a bind request to confirm this quote remains valid. Quote subject to revision or withdrawal pending final review.

Exclusions and Endorsements:

PEX1000-1021 - Excess Liability Declarations

ADF9013-0419 - Notice - Where To Report A Claim

ADF9003-0122 - Kinsale Texas Important Notice

ADF4001-0110 - Schedule of Forms

PEX1001-1021 - Schedule of Underlying Insurance (FOLLOWED POLICY: Refer to Endorsement PEX2000 Policy Type: Limited to the Specified Coverage Section named below: Law Enforcement Liability)

PEX0001-1021 - Excess Follow Form Liability Insurance Policy

PEX2000-0622 - Limitation of Coverage to Specified Coverage Section of Followed Policy

PEX2002-1021 - Retroactive Date Endorsement (10/1/2022)

PEX3000-1021 - Exclusion - Prior or Pending Litigation (10/1/2022)

PEX3001-1021 - Exclusion - Pathogen and Related Hazards

PEX3006-1021 - Exclusion - Cyber-Attack

ADF9004-0110 - Signature Endorsement

ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

Workers' Compensation Coverage

BITCO

DIVIDER

PAGE

Quote Proposal

Producer No:	0006074	SAN:	01568810000000
Pol Eff Dt:	10-01-2022	Office:	10

Date Printed: 08-22-2022
Time Printed: 15:55:35

Trans Eff Dt: 10-01-2022
Insured Name: WILLIAMSON COUNTY
Quote Number: 313043-02
Policy No:
Trans Type: Renewal Quote
Oper Init: UND140
Company Abbr: BT
Release Version: 22.06

User-Selected Sets	Copies	Printer
Quote Proposal	01	PDF Only

QUOTE PROPOSAL

Item 1. Named Insured and Mailing Address

WILLIAMSON COUNTY
100 WILCO WAY
SUITE HR 101
GEORGETOWN TX 78626

Producer Name and Address

PUBLIC ENTITIES OF AMERICA, LLC
150 ROYALL ST., STE. 100; ALP1
CANTON MA 02021

Producer No. 0006074

This proposal does not bind coverage or obligate the company. This quote is valid for days and subject to the following stipulations.

Item 2. Policy Period From: 10-01-2022 To: 10-01-2023
at 12:01 A.M., Standard Time at your mailing address shown above.

Item 3. Business Description:
Form of Business: MUNICIPAL
Assn No.:

Item 4. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This quote consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)		Premium
Workers Compensation	$	1,677,931.00
Total Quote Premium	$	1,677,931.00

Quote Proposal

GV-3000 (01/00)

Printed: 08-22-22

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
FORM PROPOSAL

1. The Insured / Mailing address

WILLIAMSON COUNTY
100 WILCO WAY
SUITE HR 101
GEORGETOWN TX 78626

☐ Individual ☐ Partnership
☐ Corporation or MUNICIPAL

2. Proposed Policy Period: The policy period is from 10-01-2022 to 10-01-2023 12:01 A.M. Standard time. at the Insured's mailing address.

3. Coverage:

A. Workers compensation Insurance: Part One of the policy applies to the Workers compensation Law of the states listed here:

TEXAS

B. Employers liability Insurance; Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	$	1,000,000	each accident
Bodily Injury by Disease	$	1,000,000	each employee
Bodily Injury by Disease	$	1,000,000	policy limit

C. Other States insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT HAWAII, NEW HAMPSHIRE, NEW JERSEY, NORTH DAKOTA, OHIO, WASHINGTON, WYOMING.

D. This policy includes these endorsements and schedules:

See schedule of forms and endorsements.

4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Estimated Annual Premium	Rate Per $100 of Remuneration	Premium Basis Total estimated Annual Remuneration	Code No.	Classifications
		See attached schedule		

$ 1,677,931.00	Total Estimated Annual Premium	Deposit Premium	$ 1,677,931.00	Minimum Premium	$ 250.00

Premium Adjustment Period: ANNUAL

Quote Proposal

Cyber & Crime Coverage

Extension - Travelers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY EXTENSION ENDORSEMENT

This endorsement modifies the following:
CyberRisk, Government Entity Crime

It is agreed that:

The following replaces ITEM 2. of the Declarations:

ITEM 2:

POLICY PERIOD:

Inception Date: **October 01, 2021** Expiration Date: **November 01, 2022**

12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.

Such extension will not provide a new, additional, or renewed limit(s) of liability.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **107151511**

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This endorsement changes the following:
CyberRisk

Policy Period Extension Endorsement

The Policy Period shown in the Declarations is extended as shown below.

Policy Period Inception: October 01, 2021
Expiration: November 01, 2022

12:01 A.M. local time both dates at Principal Address.

Such extension does not provide a new or additional Limit of Coverage.

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10100 Katy Freeway, Suite 400 | Houston, Texas 77043
Phone: (713) 877-8975 | Fax: (713) 877-8974
Mcgriff.com

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Commissioners Court - Regular Session **26.**

Meeting Date: 10/04/2022

Tarrant County Cultural Education Facilities Finance Corp (Baylor Scott & White Holdings)

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding resolution relating to a public hearing approving financing by the Tarrant County Cultural Education Facilities Finance Corporation for the purpose of financing certain health facilities located within the boundaries of Williamson County, Texas for the benefit of Baylor Scott & White Holdings in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County.)

Background

Attached is the resolution. The aggregate maximum principal amount is $550,000,000 to be issued in one or more series. Section 147(f) of the Internal Revenue Code provides the Bonds must be approved by: (1) the governmental unit which issued such bond, or on behalf of which such bonds was issued; and (2) generally, each governmental unit having jurisdiction over the area in which the facility financed by the proceeds of such bond is located. Item (2) is where Williamson County is involved because the Certain Baylor Scot & White Facilities (the project) are located within Williamson County. Further, the approval must include a public hearing following reasonable public notice of the bond issuance. This requirement is commonly known as the "TEFRA requirement" because it was originally added to the Code by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). Documentation supporting the notice and public hearing is attached. The bonds are not a liability of Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tarrant County Cultural Education Facilities -BSWH Holdings Resolution

Certificate of Hearing Officer BSWH 2022

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/27/2022 04:25 PM
Form Started By: Julie Kiley		Started On: 09/27/2022 04:04 PM
Final Approval Date: 09/27/2022		

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, County Clerk and Ex-officio Clerk of the Commissioners Court of Williamson County, Texas, DO HEREBY CERTIFY as follows:

1. That on the 4th day of October, 2022, a regular meeting of the Commissioners Court of Williamson County, Texas (the "***Court***"), was held in the Commissioner's Courtroom of the Williamson County Courthouse, 710 Main Street, in Georgetown, Texas; the duly constituted members of the Court being as follows:

Bill Gravell	County Judge
Terry Cook	Commissioner
Cynthia Long	Commissioner
Valerie Covey	Commissioner
Russ Boles	Commissioner

and all of said persons were present at said meeting, except _____. Among other business considered at said meeting, the attached resolution entitled:

> "RESOLUTION OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, APPROVING THE BONDS TO BE ISSUED BY TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE PURPOSE OF FINANCING CERTAIN HEALTH FACILITIES LOCATED WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY, TEXAS FOR THE BENEFIT OF BAYLOR SCOTT & WHITE HOLDINGS, AS REQUIRED BY SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE"

was introduced and submitted to the Court for passage and adoption. After presentation and due consideration of the resolution, and upon a motion duly made and seconded, the resolution was duly passed and adopted by the Court to be effective immediately by the following vote:

___ voted "For" ___ voted "Against" ____ abstained

all as shown in the official Minutes of the Court for the meeting held on the aforesaid date.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court of said County on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of the meeting was given to each member of the Court; and that said meeting and the deliberation of the aforesaid public business was open to the public and written notice of said meeting, including the subject of the above

entitled resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, Texas Government Code, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Commissioners Court, this the 4th day of October, 2022.

County Clerk and Ex-officio Clerk
Commissioners Court, Williamson County, Texas

(Com. Crt. Seal)

RESOLUTION OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, APPROVING THE BONDS TO BE ISSUED BY TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE PURPOSE OF FINANCING CERTAIN HEALTH FACILITIES LOCATED WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY, TEXAS FOR THE BENEFIT OF BAYLOR SCOTT & WHITE HOLDINGS, AS REQUIRED BY SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, by resolution the Commissioner's Court of Tarrant County, Texas (the "***Sponsoring Entity***"), authorized and approved the creation of the Tarrant County Cultural Education Facilities Finance Corporation (the "***Issuer***") as a nonprofit corporation under the provisions of the Cultural Education Facilities Finance Corporations Act, Chapter 337, Texas Local Government Code, as amended from time to time, authorized to issue revenue bonds on behalf of the Sponsoring Entity to provide funds to finance or refinance all or part of the cost of "health facilities" (as defined in the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code, as amended from time to time);

WHEREAS, Baylor Scott & White Holdings, a Texas nonprofit corporation ("***BSWH***"), directly or through affiliates, owns and operates in Williamson County, Texas (the "***County***") at or adjacent to 300 University Boulevard, Round Rock, Texas 78665, a charitable health care facility known as Baylor Scott & White Medical Center – Round Rock ("***Baylor-Round Rock***");

WHEREAS, it has been proposed that the Issuer, pursuant to a plan of finance, issue hospital revenue bonds in one or more series (collectively, the "***Bonds***") in an aggregate principal amount not to exceed $550,000,000 and loan the proceeds thereof to BSWH to (i) finance the construction, expansion, renovation, and replacement of, additions to, and the acquisition of sites, buildings, and capital equipment for healthcare facilities of BSWH and its affiliates, all as described in the published Notice of Public Hearing attached as Exhibit A to the Certificate of Public Hearing, which is attached to this Resolution as Attachment I (the "***Notice***") that includes Baylor-Round Rock; and (ii) pay costs in connection with the issuance of the Bonds;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "***Code***"), requires that the Bonds and the projects to be financed by the Bonds (the "***Projects***") be approved by an "applicable elected representative" (the "***AER***") after a public hearing following reasonable public notice, as a condition to the exclusion of interest on the Bonds from gross income for federal income tax purposes;

WHEREAS, an AER for the issuance of the Bonds is the Commissioners Court of Williamson County, Texas (the "***Governing Body***");

WHEREAS, the duly appointed hearing officer of the Issuer held a public hearing on September 22, 2022 and conducted such hearing in a manner that provided a reasonable opportunity for persons with differing views on the Bonds and the Projects to be heard, following the publication of the Notice, which contains the date, time and place of the public hearing, no less than seven days before said date in *The Dallas Morning News*, the *Austin American-Statesman*, *The Eagle* and the *Fort Worth Star-Telegram*, being newspapers of general circulation within the

Sponsoring Entity or within the geographical jurisdictions in which a portion of the facilities comprising the Projects are located;

WHEREAS, the Governing Body desires to: (i) confirm action taken with respect to public hearing requirements for the Projects; and (ii) approve the Bonds and the Projects as required by Section 147(f) of the Code; and

WHEREAS, the Governing Body has considered evidence of the posting of notice of this meeting and officially finds, determines, recites and declares that notice of this meeting was given and this meeting was held in accordance with the requirements of the Open Meetings Act, Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings, Determinations and Statements. The findings, determinations and statements set forth in the preamble hereof are hereby incorporated by reference as if set forth in full.

Section 2. Confirmation of Public Hearing. All actions taken with respect to the holding of the public hearing are hereby confirmed.

Section 3. AER Approval. The Governing Body, acting in its capacity as AER pursuant to the requirements of Section 147(f) of the Code, hereby approves the Bonds and the Projects located within the jurisdiction of the County, all as described in the Notice. The approval granted hereby is not to be construed as (i) a representation or warranty by the County, the Governing Body, any of the officers of the Governing Body, the State of Texas or any other agency, instrumentality or political subdivision of the State of Texas that the Bonds will be paid or that any obligations assumed by any of the parties under the instruments delivered in connection with the Bonds will in fact be performed; (ii) a pledge of faith and credit of or by the State of Texas or any agency, instrumentality or political subdivision of the State of Texas, including the County; or (iii) a representation or warranty concerning the validity of the Bonds.

Section 4. Providing an Effective Date. This resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, THIS OCTOBER 4, 2022.

Attachment I

Certificate of Public Hearing

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with the issuance by the Tarrant County Cultural Education Facilities Finance Corporation (the "***Issuer***") of its hospital revenue bonds in the principal amount not to exceed $550,000,000 in the aggregate (the "***Bonds***"), for the benefit of Baylor Scott & White Holdings, a Texas non-profit corporation, and one or more of its tax-exempt nonprofit affiliates (collectively, the "***System***"), as follows:

1. I am an attorney with Brown Pruitt Wambsganss Dean Forman & Moore P.C., counsel for the Issuer in respect of the financing described herein, and have been duly authorized to conduct a public hearing on the issuance of the Bonds to finance the projects described in the notice of such hearing published in *The Dallas Morning News*, the *Fort Worth Star-Telegram*, the *Austin American-Statesman*, and *The Eagle* on September 14, 2022, copies of which notices as published with Affidavits of Publication are attached hereto as Exhibit A, all of which projects are owned, operated, or managed by the System and located in Brazos, Collin, Ellis, Tarrant, Travis or Williamson County, Texas, as described in the notice.

2. I conducted such hearing commencing at 10:00 a.m. (Central Daylight Time) on Thursday, September 22, 2022 by telephone in the manner described in the notice referred to in paragraph 1 hereof, which was open to the public for purposes of the hearing.

3. At the time for the commencement of the hearing, I publicly requested comments, either orally or in writing, on the facilities to be financed with proceeds of the Bonds and on the issuance of the Bonds.

4. At the hearing, no persons presented comments, orally or in writing.

5. I imposed no time limitations on any public comments.

6. A copy of the minutes of the public hearing is attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand this September 22, 2022.

Randal L. Dean, Hearing Officer
Tarrant County Cultural Education Facilities
Finance Corporation

EXHIBIT A

Affidavit of Publication – *The Dallas Morning News*
Affidavit of Publication – *Fort Worth Star-Telegram*
Affidavit of Publication – *Austin American-Statesman*
Affidavit of Publication – *The Eagle*

[*See attached.*]

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared Mert Tezkol, advertising Representative for The Dallas Morning News, being duly sworn by oath, states the attached advertisement of

Tarrant County Cultural Education Facilities Finance Corporation
AD# *1833472*
was published in The Dallas Morning News

DATE PUBLISHED
September 14, 2022



Mert Tezkol

September 14, 2022

(Notary Public)

Classified Marketplace

One of the most trusted brands in North Texas.

Get started today at **dallasnews.com/classifieds** or call **214.745.8123.**

PetPlex

PETS & LIVESTOCK

- Birds
- Cats
- Cattle
- Dogs
- Horses & Mules
- Other Animals
- Pets Found
- Pets Lost
- Services & Supplies

Due to potential misuse/abuse of pets, *The Dallas Morning News* suggests that advertisers charge a minimal fee for their pets. Every life has a value. Also, due to health risks to the pets, we recommend puppies and kittens are at least 8-12 weeks old before they are sold. Use caution when responding to pet ads that involve unusual payment plans or require long-distance shipping. Find your pet from a trustworthy source. If purchasing from a private party or breeder, ask to see where the pets live to ensure the environment is a clean and healthy one. Reputable breeders will almost always provide detailed genealogical information and a health guarantee. You are encouraged to report suspected inhumane conditions and animal abuse/neglect to the Humane Society and your local authorities.

Dogs

Australian Shepherd Toy Red Tri F, Guaranteed Reg. Taking Deposits $800 Text:580-504-0585

Dogs

Dachshund miniature puppies, Reg., S/W, Ready to Go!4-M reds, choc., and brindle. Call 903-576-7736 or 903-806-8610



GOLDENDOODLE BABIES, Mini 25-30lbs, no shed/hypoallergenic, microchipped, vet checked, S/W/DC, ready Now. more info at rubyrundoodles.com or text 405-320-1198. $1500



Havanese puppies registered, can hand deliver $1,000 each 405-481-5558

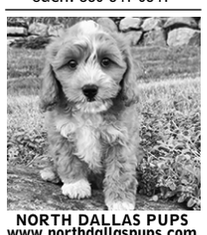


Jackrussel puppies registered. Can hand deliver $600-$700 each 405-481-5558

Dogs



Labrador Retriver Puppies, AKC Reg. S/W, micro chipped. parents hunters $575. each. 580-841-0841



NORTH DALLAS PUPS www.northdallaspups.com Mini Golden doodles, Cavapoos, and Cavachons! 1 year health Guarantee up to date shots and de-wormer Parents are hip and genetic tested!! $2295-$2895.

214-471-7426

Toy Poodles, 3M (1 Black, 2 Parties) $500, 1 Black female $550, Cash Only. Call or Text for more Info. 903.918.2953

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LEGAL BIDS & NOTICES

- Bankruptcy, Court Sales
- Bids and Proposals
- Legal Notices

Bids & Proposals

PO#1265-9603 DO#[993785]
CITY OF DALLAS
CONSTRUCTION ADVERTISEMENT
REQUEST FOR BIDS

Bids are required to be submitted electronically via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com by 1:00 PM on Fridays. All bids will be publicly read at 2:00 PM on Fridays and can be viewed on the City of Dallas' website at www.dallascityhall.com (see City Meetings). Bid title, department, and date of public reading are listed below and on the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com. Unless otherwise noted in the description below the bid packet may be obtained from https://dallascityhall.bonfirehub.com. Submittals will not be accepted after the due date/time and hard copy submittals are not permissible.
CIZ22-PBW-2062 – Routh Street Gateway Sidewalk Improvements

Routh Street Gateway Sidewalk Improvements Under Woodall Rodger Freeway - PB17V983

Plans, Specifications and Proposal will be available on the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com on Wednesday, August 31st, 2022. There will be a Pre-Bid Conference held online at 11:00 am on Wednesday, September 7th, 2022. Due to COVID-10 Pandemic, the Pre-Bid Conference will be held online using Microsoft Teams Meeting and can be accessed using the following link: https://bit.ly/3TdWJwT

Or join by entering a meeting ID
Meeting ID:
266 150 068 698
Passcode: 8mxSNX

Or call in (audio only)
+1 469-217-7604, United States, Dallas
Phone Conference ID: 990 602 207#

Vendors shall submit project related questions to Bonfire no later than 5:00pm on Monday, September 12th, 2022. Responses to all questions received will be provided in an addendum no later than Tuesday, September 13th, 2022.
Project Manager: Dhiyaa Tohme 214-948-4263

Questions Due Date/Time: Monday, September 12th, 2022, by 5:00 PM
Bid Due Date/Time: Friday, September 16th, 2022, at 1:00 PM
Open/Reading Date/Time: Friday, September 16th, 2022, at 2:00 PM

PO# 1265-9627/DO# 1003771
CITY OF DALLAS
CONSTRUCTION ADVERTISEMENT
REQUEST FOR QUALIFICATIONS

Statement of Qualifications are required to be submitted electronically via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com by 1:00 PM on Fridays. Qualifications received will be publicly read at 2:00 PM on Fridays and can be viewed on the City of Dallas' website at www.dallascityhall.com (see City Meetings). Solicitation title, department, and date of public reading are listed

Bids & Proposals

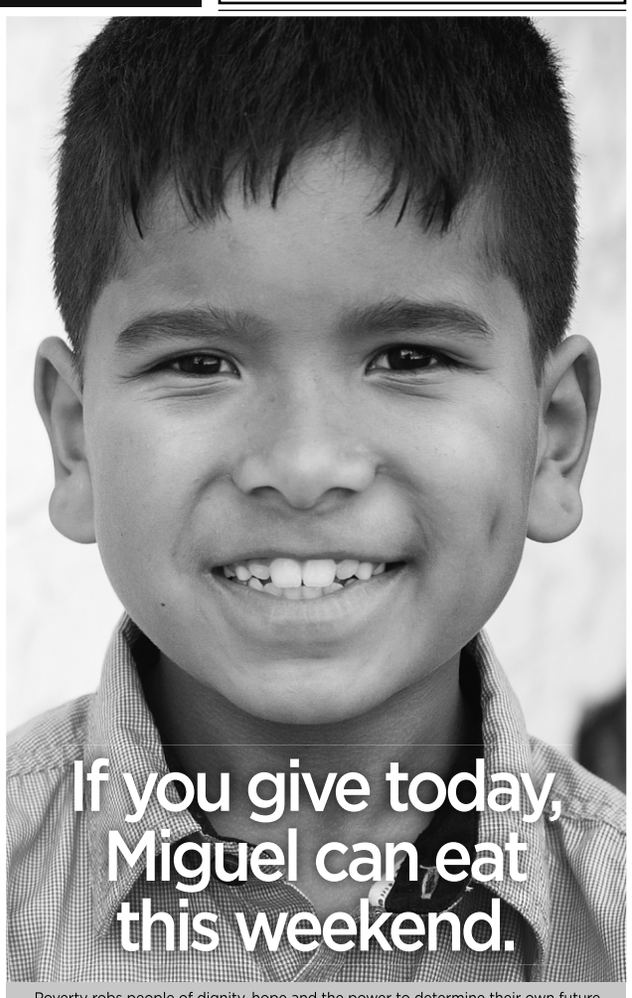
below and on the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com. Unless otherwise noted in the description below the packet, plan, and specification may be obtained from https://dallascityhall.bonfirehub.com. Submittals will not be accepted after the due date/time and hard copy submittals are not permissible.

CIZ-PBW-2022-00018254 – Request for Statement of Qualifications for professional engineering and surveying services The Request for Qualification Packet will be available on the City of Dallas solicitation website at https://dallascityhall.bonfirehub.com on Wednesday, August 31, 2022. Statement of Qualifications are due at 1:00 p.m. and will be opened by the City at 2:00 p.m. on Friday, September 23, 2022. Qualification Openings can be viewed on the City of Dallas Webcasting Website (https://dallastx.swagit.com/bid-purchasing)

A Pre-Submittal Meeting will be held online at 10:00 A.M on Friday, September 16, 2022. Due to the COVID-19 Pandemic, the Pre-Submittal Meeting will be held online via Microsoft Teams Meeting and can be accessed on Bonfire or the following call-in information: +1 469-217-7604 Phone Conference ID: 501 245 970#

For information regarding this project, please contact Efrain Trejo at efrain.trejo@dallas.gov

Questions Due Date/Time: Monday, September 19, 2022, at 10:00 A.M.
Solicitation Due Date/Time: Friday, September 23, 2022, at 1:00 P.M.
Open/Reading Date/Time: Friday, September 23, 2022, at 2:00 P.M



Poverty robs people of dignity, hope and the power to determine their own future, but together we can make a difference. The Dallas Morning News Charities funds 20 local organizations that help those who are homeless and hungry.
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The Dallas Morning News Charities covers all administrative costs so that 100% of your tax-deductible donation goes directly to recipient agencies for those in need. The photo and name have been changed to protect the North Texan's identity.
#DMNcharities

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Legal Notices

Legal Notices

Legal Notices

NOTICE OF PUBLIC HEARING

TAKE NOTICE THAT, for purposes of Section 147 of the Internal Revenue Code of 1986, as amended, the Tarrant County Cultural Education Facilities Finance Corporation (the "**Issuer**") will hold a public hearing on September 22, 2022, at 10:00 a.m., accessible to the public by telephone, with respect to the issuance, in one or more series, of the Issuer's limited obligation revenue bonds (the "**Bonds**"). The Bonds are proposed to be issued as qualified 501(c)(3) bonds in the approximate maximum aggregate principal amount of $550,000,000 to (i) finance the construction, expansion, renovation, and replacement of, additions to, and the acquisition of sites, buildings, and capital equipment for healthcare facilities; and (ii) pay costs in connection with the issuance of the Bonds. The projects to be financed with the Bonds, and the location in Texas and maximum stated principal amount of Bonds to be issued to finance each project, are as follows:

Project	Maximum Amount
The following acute care hospitals and healthcare facilities:	
(a) Baylor Scott & White Medical Center – College Station, 700 Scott and White Drive, College Station, Brazos County, 77845	$10,000,000
(b) Baylor Scott & White Medical Center – Frisco, 5601 Warren Parkway, Frisco, Collin County, 75034	$280,000,000
(c) Baylor Scott & White Medical Center – Plano, 4700 Alliance Boulevard, Plano, Collin County, 75093	$25,000,000
(d) Baylor Scott & White Medical Center – Waxahachie, 2400 North Interstate Highway 35E, Waxahachie, Ellis County, 75165	$180,000,000
(e) Baylor Scott & White Medical Center – Grapevine, 1650 West College Street, Grapevine, Tarrant County, 76051	$55,000,000
(f) Baylor Scott & White Medical Center – Pflugerville, 2600 East Pflugerville Parkway, Pflugerville, Travis County, 78660	$55,000,000
(g) Baylor Scott & White Medical Center – Round Rock, 300 University Boulevard, Round Rock, Williamson County, 78665	$200,000,000

The projects to be financed with the Bonds are owned or principally used by Baylor Scott & White Holdings, a Texas nonprofit corporation, or one or more of its tax-exempt affiliates.

The Bonds will be limited non-recourse obligations of the Issuer payable solely from the repayment of a loan of proceeds of the Bonds to Baylor Scott & White Holdings and will not constitute a debt or obligation of Tarrant County or any other public body or be in any way payable from taxes or other public funds.

All interested persons are invited to attend the public hearing by telephone and will be given an opportunity to address the question of whether the Commissioners Court and/or County Judges of Brazos, Collin, Ellis, Tarrant, Travis and/or Williamson Counties should approve the projects and the issuance of the Bonds. Following the public hearing, a report concerning the hearing will be submitted to the approving governmental bodies or officials, with a request to approve the projects and issuance of the Bonds. Individuals may attend the public hearing by telephone toll-free by dialing (877) 304-9269. The conference code is 850572.

Questions, requests for additional information, or written comments may be directed in writing to the Issuer in care of Randal Dean at Brown Pruitt Wambsganss Dean Forman & Moore P.C., 201 Main Street, Suite 700, Fort Worth, Texas 76102.

TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

Bids & Proposals

Bids & Proposals

REQUEST FOR PROPOSALS
RFP# 2022-066

The North Central Texas Council of Governments (NCTCOG) is soliciting Statements of Proposals for Regional Tire Collection Services. Responses are welcome from providers that are able to provide these services. Responses are due and will be opened and read aloud at 2:00 pm (CDT) on Friday, 9/30/2022. To obtain a proposal packet visit: http://www.nctcog.org/aa/RFP.asp .

NOTICE TO CONTRACTORS
RFP NO. 701-23 FOURTH OF JULY FIREWORKS PRODUCTION
The City of Richardson shall accept electronic proposals through Periscope S2G at periscopeholdings.com or sealed proposals for RFP No. 701-23 Fourth of July Fireworks Production, until October 4, 2022, prior to 2:00 P.M. Central Time. Proposals shall be received in the lobby of the Richardson Municipal Court Building at 2100 E. Campbell Rd, Richardson, Texas 75081. Proposals shall be opened and read aloud on the same day at 2:30 P.M. ONLINE via WebEx. Solicitation documents are available to be downloaded at no charge through Periscopeholdings.com. A voluntary pre-proposal meeting will be held Thursday, September 22, 2022, at 3:00 pm via WebEx.

NOTICE TO CONTRACTORS
BID NO. 89-22 HUNT BRANCH DRAINAGE AND UTILITY IMPROVEMENTS
The City of Richardson shall accept electronic bids through Periscope S2G at periscopeholdings.com or sealed bids for Bid No. 89-22 Hunt Branch Drainage and Utility Improvements, until September 29, 2022, prior to 2:00 P.M. Central Time. Bids shall be received in the lobby of the Richardson Municipal Court Building at 2100 E. Campbell Rd, Richardson, Texas 75081. Bids shall be opened and read aloud on the same day at 3:30 P.M. ONLINE via WebEx. Solicitation documents are available to be downloaded at no charge through Periscopeholdings.com. A voluntary pre-bid meeting will be held Wednesday, September 21 at 3:00 P.M. via WebEx.

Legal Notices

Legal Notices

Alfred Ilentamhen vs. Barbara Washington

To the above named defendant:

The plaintiff has filed a complaint for Divorce Requesting that the court Grant a divorce for Irretrievable Breakdown.

The complaint is on file at the Norfolk Probate and Family Court, 35 Shawmut Road, Canton, MA 02021, (781) 830-1200.

An automatic Restraining Order has been entered in this matter preventing you from taking any action which would negatively impact the current financial status of either party. **SEE Supplemental Probate Court Rule 411.**

You are hereby summoned and required to serve upon:

Timothy J. Nutter, ESQ
3 School St.
Boston, MA 02108

Your answer, if any, on or before **October 13, 2022.** If you fail to do so, the court will proceed to the hearing and adjudication of this action. You are also required to file a copy of your answer, if any, in the office of the Register of this Court.

WITNESS, Hon. Patricia Gorman, First Justice of this Court.
Date: August 31, 2022
Cilleen M. Bradley
Register of Probate

DN-1833357-01

Legal Notices

Legal Notices

Application has been made with the Texas Alcoholic Beverage Commission for a Wine and Malt Beverage Retailer's On-Premise Permit (BG) by Pei Wei Asian Diner, LLC dba Pei Wei Fresh Kitchen, to be located at 1401 W Campbell Rd Suite 200, Richardson, Dallas, Texas. Officers of said Limited Liability Company is Lorne Goldberg, CEO.

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage PERMIT by BRAINBOX INTL, INC dba Fusion Mediterranean Grill & Bar to be located at 12835 PRESTON RD STE 220, Dallas, Dallas, Texas. Officers of said corporation are Ashok Kumar Acharya; Director and Subodh Thapa; President.

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Bids & Proposals

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DFW DALLAS FORT WORTH INTERNATIONAL AIRPORT

NOTICE

THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT is accepting separate sealed bids for the following items at the herein stated bid opening location until the bid due date and time stated below, when they will be publicly opened and read aloud.

SOLICITATION: 7007298 – Unarmed Security and Gate Attendant Services
BID DUE DATE AND TIME: Thursday, September 29, 2022 @ 2:00 AM (Central Time)
MINORITY-WOMEN BUSINESS ENTERPRISE (MWBE) GOAL: 25%

BID OPENING LOCATION: Refer to Solicitation for Delivery Location. Specifications may be obtained at the herein stated bid opening location or viewed / downloaded from DFW International Airport website at dfwairport.com or by calling 972-973-5600.

Legal Notices

Legal Notices

Legal Notices

2022-048-6963 – IFB for Harry Hines Multimodal Connection – MCIP 40216

BID / PROPOSAL NOTICE Dallas County Purchasing Agent Michael Frosch 214-653-6500 will receive sealed bids/proposals electronically: https://prod.bidsync.com/dallas_county_texas until 2:00 p.m. on **THURSDAYS**. All bids will be publicly read at 2:30 P.M. on **THURSDAYS**. Bid openings can be viewed at: Join live event +1 469-208-1731 United States, Dallas (Toll)
Conference ID: 527 592 449# on October 20, 2022 at 2:30 PM (CST)
Solicitation packets may be obtained from Dallas County Purchasing Department by appointment only. Hard copy submittals will be received at Dallas County Purchasing Department at 500 Elm Street, Suite 5500, Dallas, TX 75202 on or prior to the due date and time

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

NOTICE OF APPLICATION AND PRELIMINARY DECISION FOR AN AIR QUALITY PERMIT

PROPOSED PERMIT NUMBER: 168268

APPLICATION AND PRELIMINARY DECISION. Poly-America, L.P., 2000 West Marshall Drive, Grand Prairie, TX 75051-2709, has applied to the Texas Commission on Environmental Quality (TCEQ) for issuance of Proposed Air Quality Permit Number 168268, which would authorize the continued operation of an existing Polyethylene Sheeting Products Plant located at 2000 West Marshall Drive, Grand Prairie, Dallas County, Texas 75051. This application was submitted to the TCEQ on March 15, 2022. The existing facility will emit the following contaminants: carbon monoxide, hazardous air pollutants, nitrogen oxides, organic compounds, particulate matter including particulate matter with diameters of 10 microns or less and 2.5 microns or less and sulfur dioxide.

The executive director has completed the technical review of the application and prepared a draft permit which, if approved, would establish the conditions under which the facility must operate. The executive director has made a preliminary decision to issue the permit because it meets all rules and regulations. The permit application, executive director's preliminary decision, and draft permit will be available for viewing and copying at the TCEQ central office, the TCEQ Dallas/Fort Worth regional office, and the Grand Prairie Public Library Main Branch, 901 Conover Drive, Grand Prairie, Dallas County, beginning the first day of publication of this notice. The facility's compliance file, if any exists, is available for public review at the TCEQ Dallas/Fort Worth Regional Office, 2309 Gravel Drive, Fort Worth, Texas.

PUBLIC COMMENT/PUBLIC MEETING. You may submit public comments or request a public meeting about this application. The purpose of a public meeting is to provide the opportunity to submit comment or to ask questions about the application. The TCEQ will hold a public meeting if the executive director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing. **You may submit additional written public comments within 30 days of the date of newspaper publication of this notice in the manner set forth in the AGENCY CONTACTS AND INFORMATION paragraph below.**

RESPONSE TO COMMENTS AND EXECUTIVE DIRECTOR ACTION. After the deadline for public comments, the executive director will consider the comments and prepare a response to all relevant and material or significant public comments. Because no timely hearing requests have been received, after preparing the response to comments, the executive director may then issue final approval of the application. **The response to comments, along with the executive director's decision on the application will be mailed to everyone who submitted public comments or is on a mailing list for this application, and will be posted electronically to the Commissioners' Integrated Database (CID).**

INFORMATION AVAILABLE ONLINE. When they become available, the executive director's response to comments and the final decision on this application will be accessible through the Commission's Web site at www.tceq.texas.gov/goto/cid. Once you have access to the CID using the above link, enter the permit number for this application which is provided at the top of this notice. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For exact location, refer to application. http://www.tceq.texas.gov/assets/public/hb610/index.html?lat=32.721873&lng=-97.032671&zoom=13&type=r.

MAILING LIST. You may ask to be placed on a mailing list to obtain additional information on this application by sending a request to the Office of the Chief Clerk at the address below.

AGENCY CONTACTS AND INFORMATION. Public comments and requests must be submitted either electronically at www14.tceq.texas.gov/epic/eComment/, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the Public Education Program toll free at 1 800 687 4040. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Poly-America, L.P. at the address stated above or by calling Mr. Jesse Koch, Safety and Environmental Manger, at (972) 337-7452.

Notice Issuance Date: September 7, 2022

JUMBLE® THAT SCRAMBLED WORD GAME

By David L. Hoyt and Jeff Knurek

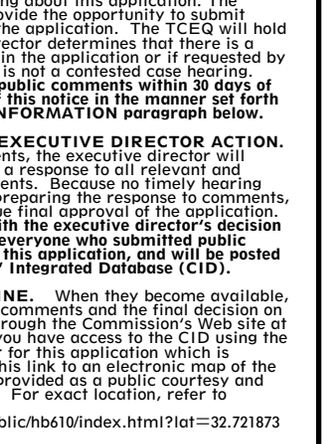
Unscramble these Jumbles, one letter to each square, to form four ordinary words.

WEYLN

TEAML

KNIYSN

ROAHUT



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Now arrange the circled letters to form the surprise answer, as suggested by the above cartoon.

"◯◯◯◯◯◯-◯◯" ◯◯◯◯◯

(Answers tomorrow)

Yesterday's Jumbles: CRAWL WOOZY INTENT SMOOTH
Answer: Should she buy cinnamon gum or bubble gum? She would have — "TWO CHEWS"

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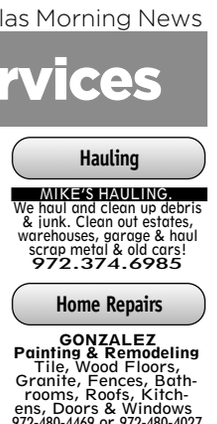
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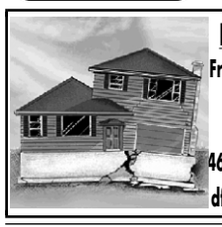
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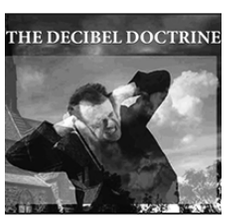
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Attention:

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555 S. FLOWER STREET, 41ST FLOOR
LOS ANGELES, CA 90071

NOTICE OF PUBLIC HEARING

TAKE NOTICE THAT, for purposes of Section 147 of the Internal Revenue Code of 1986, as amended, the Tarrant County Cultural Education Facilities Finance Corporation (the "Issuer") will hold a public hearing on September 22, 2022, at 10:00 a.m., accessible to the public by telephone, with respect to the issuance, in one or more series, of the Issuer's limited obligation revenue bonds (the "Bonds"). The Bonds are proposed to be issued as qualified 501(c)(3) bonds in the approximate maximum aggregate principal amount of $550,000,000 to (i) finance the construction, expansion, renovation, and replacement of, additions to, and the acquisition of sites, buildings, and capital equipment for healthcare facilities; and (ii) pay costs in connection with the issuance of the Bonds. The projects to be financed with the Bonds, and the location in Texas and maximum stated principal amount of Bonds to be issued to finance each project, are as follows:

Project — Maximum Amount

The following acute care hospitals and healthcare facilities:

(a) Baylor Scott & White Medical Center – College Station, 700 Scott and White Drive, College Station, Brazos County, 77845 — $10,000,000

(b) Baylor Scott & White Medical Center – Frisco, 5601 Warren Parkway, Frisco, Collin County, 75034 — $280,000,000

(c) Baylor Scott & White Medical Center – Plano, 4700 Alliance Boulevard, Plano, Collin County, 75093 — $25,000,000

(d) Baylor Scott & White Medical Center – Waxahachie, 2400 North Interstate Highway 35E, Waxahachie, Ellis County, 75165 — $180,000,000

(e) Baylor Scott & White Medical Center – Grapevine, 1650 West College Street, Grapevine, Tarrant County, 76051 — $55,000,000

(f) Baylor Scott & White Medical Center – Pflugerville, 2600 East Pflugerville Parkway, Pflugerville, Travis County, 78660 — $55,000,000

(g) Baylor Scott & White Medical Center – Round Rock, 300 University Boulevard, Round Rock, Williamson County, 78665 — $200,000,000

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Questions, requests for additional information, or written comments may be directed in writing to the Issuer in care of Randal Dean at Brown Pruitt Wambsganss Dean Forman & Moore P.C., 201 Main Street, Suite 700, Fort Worth, Texas 76102.

TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
IPL0089716
Sep 14 2022

THE STATE OF TEXAS
COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared Amanda Grisham, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

No. of Insertions: 1

Beginning Issue of: 09/14/2022

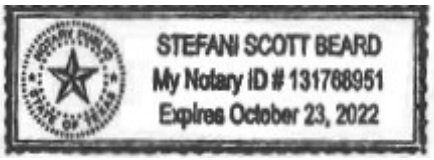
Ending Issue of: 09/14/2022



Sworn to and subscribed before me this 14th day of September in the year of 2022



Notary Public in and for the state of Texas, residing in Dallas County



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The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

09/14/2022

and that the fees charged are legal.
Sworn to and subscribed before on 09/14/2022

Legal Clerk

Notary, State of WI, County of Brown

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Publication Cost:	$1897.50	
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VICKY FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

TAKE NOTICE THAT, for purposes of Section 147 of the Internal Revenue Code of 1986, as amended, the Tarrant County Cultural Education Facilities Finance Corporation (the "Issuer") will hold a public hearing on September 22, 2022, at 10:00 a.m., accessible to the public by telephone, with respect to the issuance, in one or more series, of the Issuer's limited obligation revenue bonds (the "Bonds"). The Bonds are proposed to be issued as qualified 501(c)(3) bonds in the approximate maximum aggregate principal amount of $550,000,000 to (i) finance the construction, expansion, renovation, and replacement of, additions to, and the acquisition of sites, buildings, and capital equipment for healthcare facilities; and (ii) pay costs in connection with the issuance of the Bonds. The projects to be financed with the Bonds, and the location in Texas and maximum stated principal amount of Bonds to be issued to finance each project, are as follows:

Project	Maximum Amount
The following acute care hospitals and healthcare facilities:	
(a) Baylor Scott & White Medical Center – College Station, 700 Scott and White Drive, College Station, Brazos County, 77845	$10,000,000
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TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

September 14, 2022 7779883

The Eagle

Bryan, Brazos County, Texas

Affidavit of Publication

Account Number
1106433

Date
September 15, 2022

NORTON ROSE FULBRIGHT US LLP
2200 ROSS AVE., STE 3600
DALLAS, TX 75201-7932

Date	Category	Description	Ad Size	Total Cost
09/20/2022	Legal Notices	Issuer's Limited Obligation Revenue Bonds	3 x 7.19 IN	547.63

Proof of Publication

On said day, personally, appeared before me, the undersigned a Notary Public in and for said county and state, Brenda Garcia, of The Eagle, a newspaper published in Bryan, Brazos County, Texas, and generally circulated in Brazos, Burleson, Grimes, Lee, Leon, Madison, Milam and Robertson Counties, and that the notice, a copy of which is hereto attached, was published in said newspaper on the following named dates:

09/14/2022

The First insertion being given ... 09/14/2022

Newspaper reference: 0000775697

Sworn to and subscribed before me this Thursday, September 15, 2022

Brenda Garcia
Clerk

Lori Burns
Notary

LORI BURNS
Notary Public, State of Texas
Comm. Expires May 04, 2026
Notary ID 13374156-6

State of Texas
Brazos County
My Commission expires May 4, 2026

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

LEGALS

LEGAL NOTICES

NOTICE OF PUBLIC HEARING

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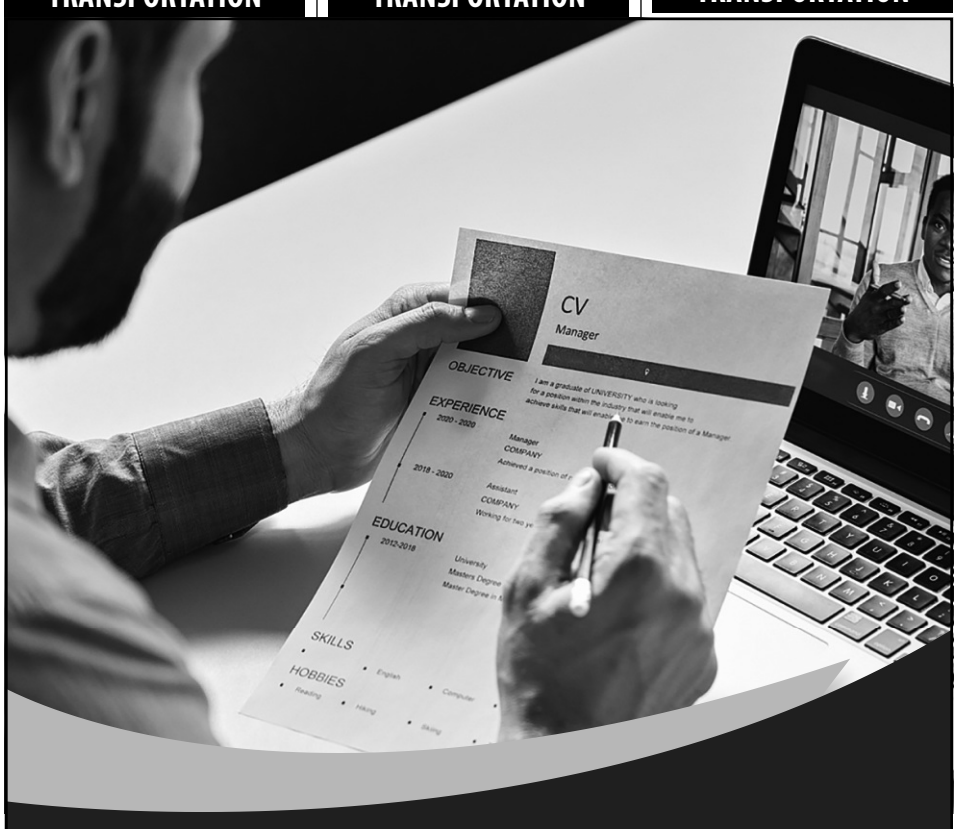
TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
9-14-22

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EXHIBIT B

Minutes of a Public Hearing Conducted by the Tarrant County Cultural Education Facilities Finance Corporation on September 22, 2022

A public hearing by the Tarrant County Cultural Education Facilities Finance Corporation was held telephonically on September 22, 2022, at 10:00 a.m., Central Daylight Time, pursuant to notice given. The hearing was called to order at 10:00 a.m. by the undersigned, as Hearing Officer.

The Hearing Officer then stated:

"Now is the time and place set for the public hearing to be conducted pursuant to Section 147 of the Internal Revenue Code of 1986, as amended, with respect to the issuance by the Tarrant County Cultural Education Facilities Finance Corporation (the "***Issuer***"), of hospital revenue bonds (the "***Bonds***") in an aggregate principal amount not to exceed $550,000,000, to assist Baylor Scott & White Holdings ("***BSW Holdings***") in financing costs of acute care hospitals and other health care facilities. The proceeds of the Bonds will be used to (i) finance the construction, expansion, renovation, and replacement of, additions to, and the acquisition of sites, buildings, and capital equipment for healthcare facilities; and (ii) pay costs in connection with the issuance of the Bonds."

"The projects to be financed with the Bonds, the locations in Texas and maximum stated principal amount of Bonds to be issued to finance each such project, are as follows:

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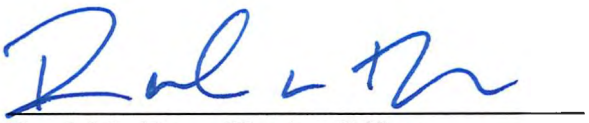
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(7) Baylor Scott & White Medical Center – Round Rock, 300 University Boulevard, Round Rock, Williamson County, 78665, in a maximum principal amount of $200,000,000."

"Members of the public are invited to comment with respect to the proposed financing plan and the nature of the projects to be financed. Is there anyone present who wishes to comment?"

"The minutes of this hearing will reflect that no one has appeared at this hearing to comment and no written comments were submitted to the Tarrant County Cultural Education Facilities Finance Corporation in care of Randal L. Dean as of September 22, 2022."

"The public hearing is now concluded."



Randal L. Dean, Hearing Officer
Tarrant County Cultural Education Facilities
Finance Corporation

Commissioners Court - Regular Session **27.**

Meeting Date: 10/04/2022

Notice of Election for November 8, 2022 Elections

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving issuance of a Notice of General Election to be used for the elections to be held November 8, 2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

notice of election

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/29/2022 07:52 AM
Form Started By: Jenifer Favreau		Started On: 09/28/2022 03:48 PM
Final Approval Date: 09/29/2022		

NOTICE OF GENERAL ELECTION
AVISO DE ELECCION GENERAL

To the registered voters of the County of Williamson, Texas;
A los votantes registrados del Condado de Williamson, Texas:

Notice is hereby given that the polling places listed below will be open from 7 a.m. to 7 p.m., November 8, 2022, for voting in a general election to elect Members of Congress, Members of the Legislature, and state, district, county, and precinct officers.

Notifiquese, por las presente, que las casillas electorales citadas abajo se abrirán desde las 7 a.m. hasta las 7 p.m. el 8 de noviembre de 2022 para votar en la Elección General para Miembros del Congreso, Miembros de la Legislatura, y oficiales del estado, distrito, condado, y del precincto.

On Election Day, Williamson County registered voters may vote at any one of the following Williamson County Vote Center locations:
El Día de la Elección, los votantes registrados en el Condado de Williamson deberán votar en cualquiera de los siguientes Centros de Votación en el Condado de Williamson.

ELECTION DAY VOTE CENTERS:
UBICACIÓN DE LOS CENTROS DE VOTACIÓN EN EL DIA DE LA ELECCIÓN:

City (ciudad) Location (ubicación) Address (la dirección) Zip

Austin: Anderson Mill Limited District, Room A & B, 11500 El Salido Parkway, 78750
Austin: Bethany United Methodist Church, Rm D105-Ministry Center, 10010 Anderson Mill Rd, 78750
Austin: Gateway Church, Lobby, 7104 McNeil Dr, 78729
Austin: Harmony School of Endeavor, 13415 RR 620, 78717
Austin: Hartfield Performing Arts Center Lobby, 5800 McNeil Drive, 78729
Austin: Kelly Reeves Athletic Complex, Conference room, 10211 W Parmer Ln, 78717
Austin: Lord of Life Lutheran Church, Sanctuary, 9700 Neenah Ave, 78717
Austin: Rattan Creek Community Center, Great room, 7617 Elkhorn Mountain Trail, 78729
Austin: Round Rock ISD Technology Center, room 146, 7700 Cornerwood Dr, 78717
Bartlett: Bartlett City Hall, Council Chambers, 140 W Clark St, 76511
Cedar Park: Austin Sports Center, SAQ room, 1420 Toro Grande Blvd, 78613
Cedar Park: Cedar Park High School, Performing Arts Center foyer, 2150 Cypress Creek Rd, 78613
Cedar Park: Cedar Park Public Library, Community Room, 550 Discovery Boulevard, 78613
Cedar Park: Cedar Park Randalls, 1400 Cypress Creek Road, 78613
Cedar Park: Cedar Park Recreation Center, Community room, 1435 Main St, 78613
Cedar Park: Vista Ridge High School, Cafeteria/Little Theater, 200 S Vista Ridge Blvd, 78613
Coupland: St. Peter's Church, Fellowship Hall, 108 Wathen St, 78615
Florence: Andice Community Center, 6600 FM970, 76527
Florence: Florence City Hall, Council Chambers, 851 FM970, 76527
Georgetown: Cowan Creek Amenity Center Lobby, 1433 Cool Spring Way, 78633
Georgetown: First Baptist Church, Worship Center Foyer, 1333 W University Ave, 78628
Georgetown: Georgetown Annex, 100 Wilco Way, HR108, 78626
Georgetown: Georgetown City Hall, Community room, 808 Martin Luther King Jr St, 78626
Georgetown: Georgetown ISD Technology Building, Conference room, 603 Lakeway Drive, 78628
Georgetown: Georgetown Randalls, 5721 Williams Dr, 78633
Georgetown: Heritage Baptist Church, Room 103, 1601 FM971, 78626
Georgetown: Old Carver Elementary Building, 1200 W 17th St, 78626
Georgetown: Southwestern University - Howry Center, 1001 Southwestern Blvd, 78626
Georgetown: Terranova Church, Atrium, 5060 E State Hwy 29, 78626
Georgetown: The Delaney at Georgetown Village, 359 Village Commons Blvd, 78633
Georgetown: The Worship Place, Narthex, 811 Sun City Blvd, 78633
Granger: First Baptist Church, Fellowship Hall, 301 E Mesquite, 76530
Hutto: Saint Patrick Catholic Church, rooms A &B, 2500 Limmer Loop, 78634
Hutto: Wilco Hutto Annex, Suite 200, 321 Ed Schmidt Boulevard, 78634
Jarrell: Jarrell ISD Administration Building, Boardroom, 108 East Avenue F, 76537
Jarrell: Sonterra HOA Clubhouse, 510 Sonterra Blvd, 76537
Leander: ACC San Gabriel Campus, 449 San Gabriel Campus Dr, 78641

Leander: Leander Church of Christ, Classroom 1, 300 Crystal Falls Pkwy, 78641
Leander: Leander High School, Performing Arts Center foyer, 3301 S Bagdad Rd, 78641
Leander: Leander Public Library Annex, 1011 S. Bagdad Rd, 78641
Leander: Pat Bryson Municipal Hall, Council Chambers, 201 N Brushy St, 78641
Leander: Rouse High School, Library, 1222 Raider Way, 78641
Leander: Upwards Church, Foyer, 8754 RR 2243, 78641
Liberty Hill: Liberty Hill High School, Performing Arts Center lobby, 16500 W State Hwy 29, 78642
Liberty Hill: RockPointe Church, 170 CR 214, 78642
Liberty Hill: Santa Rita Ranch-Ranch House, Great Room, 175 Elizabeth Park Blvd, 78642
Round Rock: ACC Round Rock Campus, Bldg 3000 Room 3103, 4400 College Park Dr, 78665
Round Rock: Baca Senior Center, Bldg. 2 room 3, 301 W Bagdad Street, 78664
Round Rock: Brushy Creek Community Center, Maple room, 16318 Great Oaks Drive, 78681
Round Rock: Cedar Ridge High School, Auditorium lobby, 2801 Gattis School Rd, 78664
Round Rock: Dell Diamond United Heritage Center, Round Rock Room, 3400 E Palm Valley Blvd, 78665
Round Rock: Fern Bluff MUD Community Center, Canyon room, 7320 Wyoming Springs Dr, 78681
Round Rock: Forest Creek Elementary School, Portable 601 & 602, 3505 Forest Creek Dr, 78664
Round Rock: Round Rock Presbyterian Church, Fellowship Hall, 4010 Sam Bass Rd, 78681
Round Rock: Round Rock Randalls, 2051 Gattis School Road, 78664
Round Rock: Round Rock Sports Center, Tournament room, 2400 Chisholm Trl, 78681
Round Rock: Sleep Inn & Suites, meeting room, 1980 S IH 35 Frontage Rd, 78681
Round Rock: South University, Room 110, 1220 W Louis Henna Blvd, 78681
Round Rock: Williamson County Jester Annex, Anderson & Harrell rooms, 1801 E Old Settlers Boulevard, 78664
Round Rock: Wingate by Wyndham Williamson Conference Center Ballroom, 1209 N IH 35, 78664
Taylor: Taylor City Hall, Auditorium, 400 Porter Street, 76574
Taylor: Taylor ISD Event Center, Suite 102, 3101 N Main St, 76574
Thrall: St. John Lutheran Church, Education Center, 409 Main St, 76578
Walburg: Walburg Community Center, 4000 FM 972, 78626
Weir: Community Bible Church of Weir, Fellowship Hall, 315 FM 1105, 78626

WILLIAMSON COUNTY EARLY VOTING SCHEDULE
Horario de la Votación Adelantada del Condado de Williamson

Dates and Times for Full-Time Locations:
Fechas y horarios para las localidades de tiempo completo

Monday, October 24 through Saturday, October 29 *lunes 24 de octubre al sabado 29 de octubre*	7:00 am – 7:00 pm
Sunday, October 30 *(domingo 30 de octubre)*	12:00 pm – 6:00 pm
Monday, October 31 through Friday, November 4 l*unes 31 de octubre al viernes 4 de noviembre*	7:00 am – 7:00 pm

Main Location *Localidad Central:*
Georgetown Annex *(Anexo del Georgetown),* 100 Wilco Way HR108, Georgetown

Please contact the Williamson County Elections Office, 512-943-1630, or visit our website (http://www.wilco.org/elections) for a complete list of early voting locations.

Por favor póngase en contacto con la Oficina de Elecciones del Condado de Williamson, 512-943-1630, o visite nuestro sitio web (https://www.wilco.org/Departments/Elecciones) *para una lista completa de los lugares de votación adelantada.*

Applications for ballot by mail shall be mailed to:
Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:

EARLY VOTING CLERK	*Secretario de la Votación Adelantada*
P. O. Box 209	*P. O. Box 209*
Georgetown, TX 78627	*Georgetown, TX 78627*

Applications for ballots by mail must be received no later than the close of business on October 28, 2022.
Las solicitudes para boletas de votación adelantada por correo, deberán recibirse para el fin de las horas de negocio el 28 de octubre del 2022.

Issued this the 4 day of October, 2022.
Emitida este día 4 de octubre, 2022.

_____

Bill Gravell, Jr., County Judge *(Juez del Condado)*

Commissioners Court - Regular Session **28.**

Meeting Date: 10/04/2022

Approval of Interlocal Agreement with DPS Crime Lab Services for County Attorney's Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Interlocal Cooperation Contract #2022235, between Williamson County and Department of Public Safety (DPS) for Crime Laboratory Services, for a four (4) year term, not-to-not-exceed $1,434,228.23 and authorizing the execution of the agreement.

Background

This is a continuation of the contractual relationship wherein DPS has agreed to analyze controlled substances, marijuana, and blood alcohol evidence submitted by law enforcement agencies within Williamson County. DPS will assign the services of three (3) full time Forensic Scientists employees to perform said services. The DPS staff will be assigned to prioritize Williamson County cases before examining evidence from other agencies as long as this contract is in place. Agreement provides for the assigned staff to utilize DPS equipment for sample analysis. This contract will terminate on September 30, 2026. Legal, Contract Audit and Budget have reviewed this contract. This agreement requires signature from Williamson County first as this is contract originated with DPS. The line item expenditure is 01.0100.0560.004100 beginning FY23 for $358,454.68, FY24 $358,659.43, FY25 $358,454.68 and FY26 $358,659.43. The Department point of contact is Stephanie Lloyd.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement with DPS for Labs

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/29/2022 09:52 AM
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:32 AM
Form Started By: Mary Watson		Started On: 09/26/2022 01:33 PM
Final Approval Date: 09/29/2022		

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and Williamson County (County) are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has authority to contract by the authority granted in Texas Government Code Chapter 411.

County certifies that it has the authority to contract for the services by authority granted in Local Government Code Chapter 262(County Purchasing Act), and Texas Code of Criminal Procedure art. 2.17.

II. BACKGROUND AND PURPOSE

County has a need for assistance in testing of Seized Drug Analysis and Toxicology (Alcohol/Volatiles) Analysis of evidence and requests that DPS provide Seized Drug and Toxicology (Alcohol/Volatiles) analysis of evidence submitted by County.

DPS has the ability to assist in this regard and agrees to provide Seized Drug and Toxicology (Alcohol/Volatiles) analysis of evidence submitted by County.

III. STATEMENT OF SERVICES

DPS will perform or understands the following.

A. The DPS Crime Laboratory will analyze evidence submitted by County requesting Seized Drug or Toxicology (Alcohol/Volatiles) analysis.

B. DPS will assign three full time equivalent (FTE) services to perform analysis under this Contract, at its discretion. Each FTE will be a DPS employee.

C. During the Contract period, DPS will attempt to complete cases submitted with two items or less within 30 calendar days or faster. Additional requests, such as more than two items, or friction ridge development, will typically result in a longer turn-around time.

D. At its discretion, DPS may assign the FTEs other work after the monthly contract amounts are tested under this Contract. Seized Drug case submissions will not exceed 140 cases per month or 364 items tested, whichever is reached first under this Contract. Toxicology (Alcohol/Volatiles) case submissions will not exceed 200 cases. The assigned DPS FTEs will work on cases submitted through this Contract up until the monthly contract amounts are tested before examining evidence from other agencies as long as this Contract is in place. Once Contract totals are reached, cases and/or items will be processed in the same manner as case submissions from other sources not having an Interlocal Cooperation Contract with DPS.

County will perform or understands the following.

A. County understands that DPS is solely responsible for the employment and management of the DPS personnel. County understands that it will have no input into DPS's decisions regarding management or work of DPS personnel.

B. County will continue to follow all laboratory policies and procedures outlined in DPS's Laboratory Customer's Handbook, unless otherwise noted.

   a. For seized drugs analysis contracts – misdemeanor evidence analysis is permitted at discretion of County but the testing will count toward the 140 cases and 364 items tested per month. No additional testing (such as friction ridge analysis) will be included on misdemeanor cases submitted.
   b. For seized drugs analysis contracts - if all items submitted require testing, this must be communicated on the submission form accompanying the evidence submission.

C. County will ensure that a valid subpoena is issued to any DPS laboratory analyst needed for court testimony with at least two weeks' prior notice when available.

D. County is not responsible for paying any testimony fees for judicial proceedings in connection with services provided by this Contract. If testimony is required by former or retired DPS employees, DPS is not responsible for the associated travel costs; the County may be responsible for per diem including travel expenses. Reimbursement for expenses will be in accordance with the Williamson County Vendor Reimbursement Policy.

E. Cases submitted to DPS through this Contract will not be outsourced to a lab outside of the DPS Laboratory System for analysis while this Contract is in effect.

F. County understands that DPS cannot compel testimony of former or retired employees who provided work under the contract. However, it understands that if testimony is needed for a case previously worked by a former or retired employee, it will work with the appropriate entity to:

   a. Evaluate whether a peer review affidavit by a current employee can serve in place of testimony
   b. Encourage the use of video testimony as authorized by statute
   c. Submit the evidence for re-analysis only using the current Expedite Analysis/Re-analysis Request form after all other options have been exhausted. Cases requiring re-analysis will not count toward the monthly number of cases submitted or items tested. Additionally, the evidence may be worked by any qualified DPS employee, not necessary the individual hired under this contract.

IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

The total amount of this contract will not exceed $1,434,228.23. This amount is intended to cover the actual cost of DPS's skilled labor to fulfill this Contract during its business hours and it includes salary, equipment, and operational costs (see Exhibit A). County will remit to DPS by check all costs for performing the services as identified. To accomplish the stated goals of the agreement, DPS may

invoice for more than the annual amount stated in Exhibit A for any given year. The cumulative total of those invoices will not exceed the total of the contract as stated in Section IV.

V. TERM OF CONTRACT AND AMENDMENTS

This Contract is effective on October 1, 2022 and will terminate on September 30, 2026, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. This Contract may only be amended by mutual written agreement of the parties.

VI. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to DPS:
Brady Mills, Chief,
Crime Laboratory Division,
5800 Guadalupe,
Austin, TX 78752.
Email: brady.mills@dps.texas.gov.
Phone 512-424-7151.

If to County:
Williamson County Judge,
710 Main Street, Suite 101,
Georgetown, TX 78626.
Phone 512-943-1359

Send copy to:
Williamson County Attorney's Office,
Rudy Gonzalez, Chief Investigator,
405 MLK, Suite 229,
Georgetown, TX 78626.
Email: rgonzalez@wilco.org.
Phone 512-943-1171

VII. ADDITIONAL TERMS

A. This Contract shall not be construed to create debt against the County or the State of Texas.

B. This Contract is subject to the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with public funds expended under this contract.

C. The Parties agree that DPS is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between DPS and the County. Nothing ins this Contract shall create a joint venture between DPS and County.

D. The Parties agree that this Contract does not waive any sovereign immunity to which any Party is entitled by law.

E. Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means.

F. All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.

G. This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.

H. County agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The County agrees that any cause of action involving this Contract arises solely in Travis County, Texas.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Williamson County **Authorized Representative** *Bill Gravel Jr.* *County Judge*	**Department of Public Safety of the State of Texas** **Authorized Representative** *Jeoff Williams* *Deputy Director, Law Enforcement Services*
Signature of Authorized Representative **Date:**	**Signature of Authorized Representative** **Date:**

Exhibit A				
	Year 1	Year 2	Year 3	Year 4
SALARY AND BENEFITS				
(1) Forensic Scientist VI salary	$7,932.51	$7,932.51	$7,932.51	$7,932.51
(2) Forensic Scientist III salary	$5,919.76	$5,919.76	$5,919.76	$5,919.76
Base Salaries	$237,264.36	$237,264.36	$237,264.36	$237,264.36
Benefits @ 32% of salary	$75,924.60	$75,924.60	$75,924.60	$75,924.60
TOTAL SALARY AND BENEFITS	$313,188.96	$313,188.96	$313,188.96	$313,188.96
Annual training costs	$1,500.00	$1,500.00	$1,500.00	$1,500.00
Licensing Fee	$204.75	$409.50	$204.75	$409.50
Operating and equipment expense	$34,859.76	$34,859.76	$34,859.76	$34,859.76
Administrative costs (2.5%)	$8,701.22	$8,701.22	$8,701.22	$8,701.22
Annual Total	358,454.68	358,659.43	358,454.68	358,659.43
Contract Total				$1,434,228.23

Commissioners Court - Regular Session **29.**

Meeting Date: 10/04/2022

12 Oaks Village Development Agreement - Pct 2

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

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Development Agreement with 12 Oaks Village, LP and Kauffman Multifamily Partners, LLC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/29/2022 12:47 PM
Form Started By: Adam Boatright		Started On: 09/29/2022 11:50 AM
Final Approval Date: 09/29/2022		

12 OAKS VILLAGE DETENTION POND
DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is between **12 OAKS VILLAGE, LP**, a Texas limited partnership ("**Developer**"), **WILLIAMSON COUNTY, TEXAS** (the "**County**"), and **KAUFFMAN MULTIFAMILY PARTNERS, LLC** ("**Kauffman**"). In this Agreement, Developer, the County and Kauffman are sometimes individually referred to as a "**Party**" or collectively referred to as the "**Parties**".

Background Information:

A. Developer is in the process of developing a commercial mixed-use development on Kauffman Loop known as 12 Oaks Village on the approximately 53.168 acre tract of land that is generally depicted on the attached **Exhibit A** ("**12 Oaks Village**").

B. Kauffman is in the process of developing a multi-family development on the approximately 18.446-acre tract that is generally depicted on the attached **Exhibit B** to the north of 12 Oaks Village (the "**Multifamily Project**").

C. 12 Oaks Village contains a regional detention pond at its southeast corner to capture stormwater from 12 Oaks Village (the "**Detention Pond**"), which detention pond was constructed prior to the County's current design standards. The location of the Detention Pond is depicted on the attached **Exhibit C**. Developer, the County and Kauffman desire to make the Detention Pond available to capture stormwater runoff from the Multifamily Project, and for the Detention Pond to be brought to current standards prior to development of 12 Oaks Village.

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

1. DEVELOPER OBLIGATIONS

a. Developer agrees to make the Detention Pond available to capture stormwater runoff from the Multifamily Project. The volume of stormwater runoff to be captured in the Detention Pond shall not exceed the pond routing analysis provided for the Multifamily Project permit approval showing no adverse impacts.

b. Developer agrees that prior to or concurrently with the development of the 12 Oaks Village project, the Detention Pond shall be improved to the current County standards adopted and effective on December 7, 2021, including but not limited to, Section B11.21. All plans for the Detention Pond improvements shall be submitted to the County for its review and approval, and the construction will be subject to County inspection in accordance with the County's normal processes and procedures. Developer will obtain a Certificate of Compliance from the County

prior to construction of the 12 Oaks Village and Detention Pond improvements, including a floodplain development permit if any of the work is in a floodplain.

c. Developer will not be required to post fiscal for the Detention Pond improvements, unless the Developer desires to obtain final plat approval for 12 Oaks Village prior to completing construction of the Detention Pond improvements. Developer shall be responsible for the maintenance of the Detention Pond and jointly responsible with Kauffman for the maintenance cost of the Detention Pond in an amount agreed to between Developer and Kauffman.

d. Developer agrees that County is not responsible for operation and maintenance of the detention pond and that operation and maintenance shall be the responsibility of the development property owner(s).

2. KAUFFMAN OBLIGATIONS

a. Kauffman shall be responsible for constructing, at its sole expense, any modifications or improvements required to be made to the Detention Pond with respect to development of the Multifamily Project prior to Developer's development of 12 Oaks Village. Kauffman will obtain a Certificate of Compliance from the County prior to construction of the Multifamily Project.

b. Kauffman shall be responsible for maintaining the Detention Pond at its sole expense prior to Developer's construction of the improvements to the Detention Pond required for the development of 12 Oaks Village. After Developer constructs the improvements to the Detention Pond required for its development of 12 Oaks Village, Kauffman shall be jointly responsible with Developer for the maintenance cost of the Detention Pond in an amount agreed to between Developer and Kauffman.

3. COUNTY OBLIGATIONS

The County will:

a. County agrees that the Detention Pond was constructed under previous County standards, and that upon compliance with all other applicable County standards, County will review and approve a Certificate of Compliance for the Multifamily Project prior to the Developer making improvements to the Detention Pond.

b. Subject to Developer's performance of its obligations under this Agreement, County agrees to review and approve the plans for the Detention Pond

improvements and inspect the improvements, all in accordance with the County's normal processes and procedures.

4. MISCELLANEOUS

a. Beneficiaries: This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

b. Amendment to Agreement: Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by all of the Parties. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS' COURT.

c. Assignment: The rights, duties, and responsibilities of the Developer under this Agreement may be assigned only with the consent of the County, which consent will not be unreasonably withheld or unduly delayed by the County.

d. Entire Agreement: This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.

e. Notice: Any notices given under this Agreement must be in writing and will be given to each of the Parties at that Party's address set forth below. Notice may be given by personal delivered, by email (with a copy sent by another method permitted by this paragraph), by overnight delivery, or by certified United States mail, postage prepaid, return receipt requested.

Developer: 12 Oaks Village, LP
7801 N. Capital of Texas Hwy., Ste. 390
Austin, Texas 78731
Attn: Thomas Mote
E-mail: tom@jwdevelopmentinc.com

The County: Williamson County
Attn: County Engineer
3151 S.E. Inner Loop, Ste. B
Georgetown, Texas 78626
E-mail: tevertson@wilco.org

Kauffman: c/o Presario Ventures
3821 Juniper Trace, Suite 207
Austin, Texas 78738
Attn: Prima Zhao
E-mail: prima@PresarioVentures.com

Notice will be deemed received on (i) the date of actual receipt of such notice if the notice is personally delivered, (ii) the date of delivery if sent by email (however, any email transmission sent after 5:00 p.m. or on a non-business day will be deemed received on the next business day), (iii) the date delivered to an overnight delivery service for "next day" delivery if sent by such service, or (iv) the date of actual receipt or two (2) days after the postmark date, whichever is sooner, if sent by certified mail. A Party will have the right from time-to-time to change its address for purposes of notice by written notice to the other Parties.

f. Applicable Law and Venue: The construction and validity of this Agreement will be governed by the laws of the State of Texas. This Agreement is wholly performable in Williamson County, Texas, and concerns real property located in Williamson County.

g. Incorporation of Exhibits and Other Documents by Reference: All exhibits attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.

h. Severability: The provisions of this Agreement are severable and, if any part of this Agreement or the application thereof to any person or circumstances is held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement will be construed as if the invalid or unconstitutional portion had never been contained herein.

i. Mediation. If mediation is acceptable to the Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all of the Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless the Parties agree, in writing, to waive the confidentiality.

j. Execution; Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

EXECUTED to be effective as of the later date set forth below.

DEVELOPER:

12 OAKS VILLAGE, LP
a Texas limited partnership

By: JW Development Partners, LLC,
A Texas limited liability company
Its General Partner

BY: _____
NAME: RICHARD GARY
TITLE: Partner

Date: 9/8/22

KAUFFMAN:

KAUFFMAN MULTIFAMILY PARTNERS, LLC,
a Delaware limited liability company

By: PE Kauffman Partners, LLC,
a Delaware limited liability company
its Operating Member

By: Presario GP Liberty Hill, LLC,
a Texas limited liability company,
its Manager

By: _____
Name: Darin Davis
Title: Managing Member

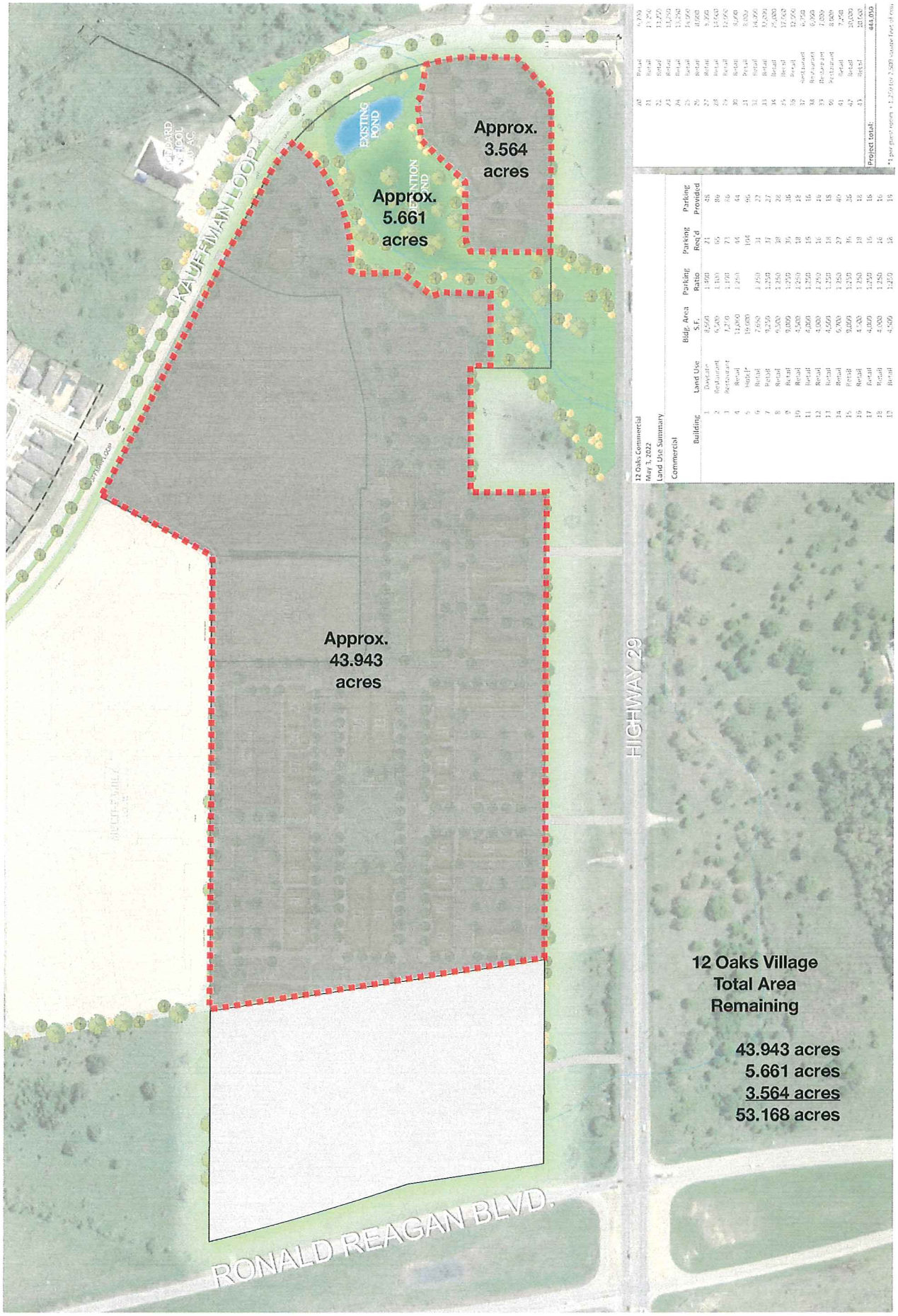
COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____

EXHIBIT A



12 Oaks Commercial
May 3, 2022
Land Use Summary

Commercial

Building	Land Use	Bldg. Area S.F.	Parking Ratio	Parking Req'd	Parking Provided
1	Daycare*	9,500	1:300	21	48
2	Restaurant	6,240	1:100	65	86
3	Restaurant	7,270	1:100	73	86
4	Retail	11,000	1:250	44	64
5	Hotel*	19,000		104	96
6	Retail	7,650	1:250	31	23
7	Retail	9,250	1:250	37	27
8	Retail	9,500	1:250	38	28
9	Retail	9,000	1:250	36	36
10	Retail	3,500	1:250	14	18
11	Retail	6,000	1:250	15	16
12	Retail	4,000	1:250	16	16
13	Retail	4,500	1:250	18	18
14	Retail	6,700	1:250	27	40
15	Retail	9,000	1:250	36	36
16	Retail	4,500	1:250	18	18
17	Retail	4,000	1:250	16	16
18	Retail	4,000	1:250	16	16
19	Retail	4,500	1:250	18	18
20	Retail	6,750			
21	Retail	11,250			
22	Retail	13,125			
23	Retail	13,500			
24	Retail	13,750			
25	Retail	14,000			
26	Retail	14,000			
27	Retail	9,500			
28	Retail	14,000			
29	Retail	12,500			
30	Retail	5,000			
31	Retail	8,000			
32	Retail	14,500			
33	Retail	11,750			
34	Retail	27,500			
35	Retail	17,625			
36	Retail	12,500			
37	Restaurant	6,750			
38	Restaurant	6,000			
39	Restaurant	7,000			
40	Restaurant	8,000			
41	Retail	7,450			
42	Retail	10,000			
43	Retail	11,500			
Project total:					444,000

*1 per guest room + 1 / 1,000 of 2,000 square feet of mee

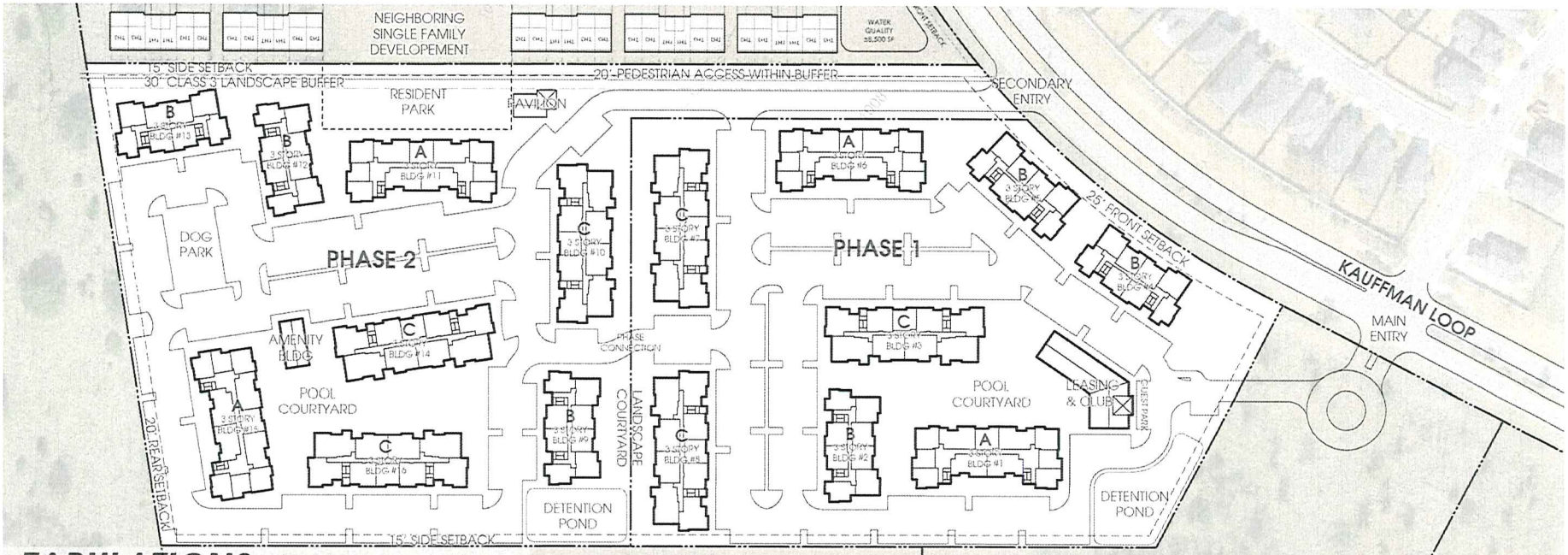
North

SHEET FILE: 12OAKS-KEYMCash

Base mapping compiled from bes
should be considered as prelimin
subject to change. This land plar
not represent any regulatory appr

12 OAKS COMMERCIAL
JW DEVELOPMENT
GEORGETOWN, TEXAS

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Planning
AUSTIN, TEXAS
512-246-7003
www.secplanning.com • info@secplanning.com



TABULATIONS

PHASE 1
SITE AREA: 8.926 AC.
UNIT TABULATION:
1 BEDROOM: 141 UNITS (64.36%)
2 BEDROOM: 066 UNITS (30.14%)
3 BEDROOM: 012 UNITS (05.48%)
TOTAL: 219 UNITS
@ 24.54 UNITS/ACRE

PARKING TABULATION:
SURFACE PARKING: 378
TOTAL: 378 SPACES
@ 1.73 PARKING/UNIT
@ 1.22 PARKING/BED

PHASE 2
SITE AREA: 9.934 AC.
UNIT TABULATION:
1 BEDROOM: 141 UNITS (64.36%)
2 BEDROOM: 066 UNITS (30.14%)
3 BEDROOM: 012 UNITS (05.48%)
TOTAL: 219 UNITS
@ 22.05 UNITS/ACRE

PARKING TABULATION:
SURFACE PARKING: 381
TOTAL: 381 SPACES
@ 1.74 PARKING/UNIT
@ 1.23 PARKING/BED

HEDK ARCHITECTS

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LIBERTY HILL SCHEMATIC SITE PLAN #2

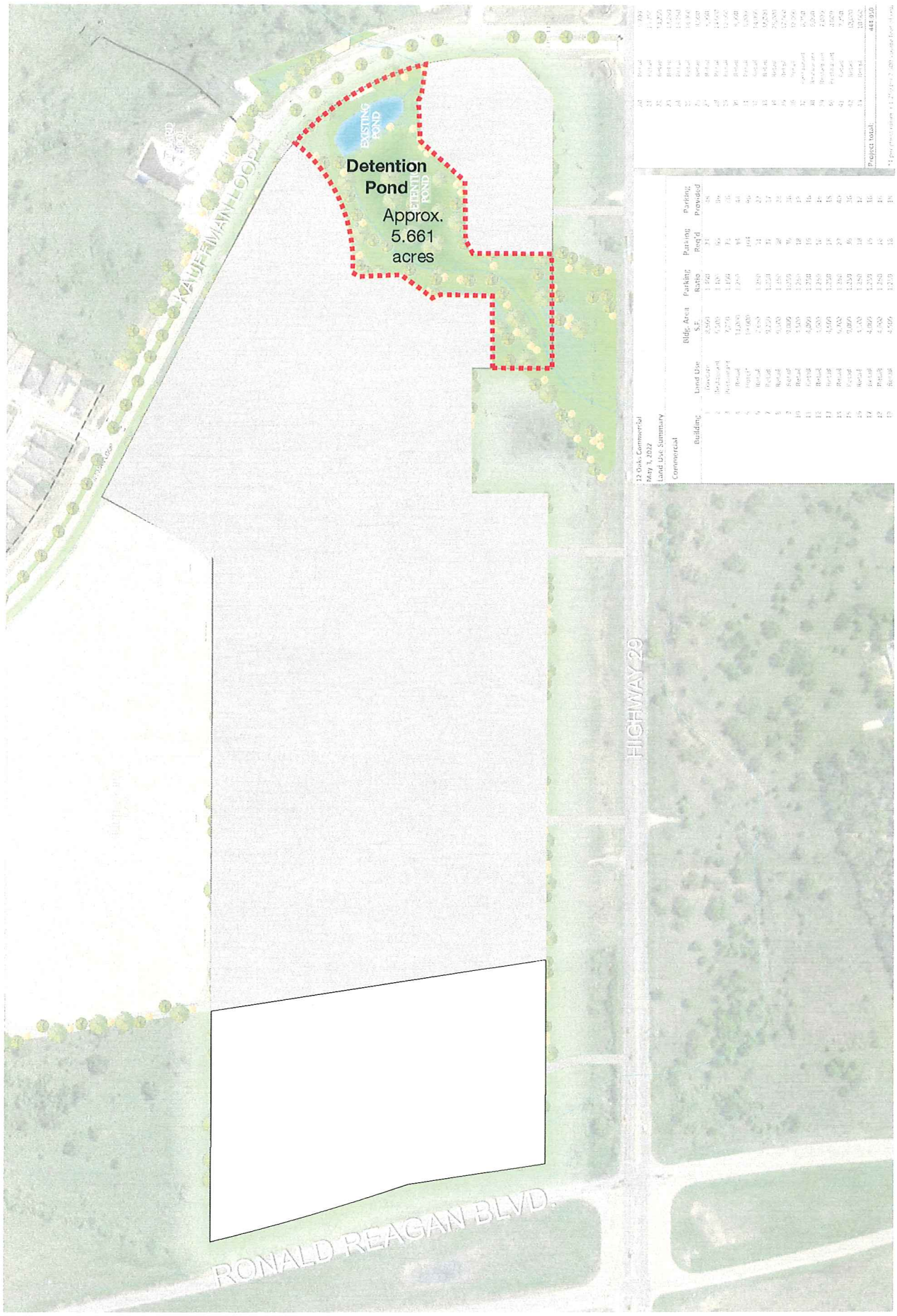
Liberty Hill, Texas

21138 / 04.15.2021
Estage Multifamily

SCALE 1" = 120'-0"

EXHIBIT B

EXHIBIT C



12 Oaks Commercial
May 1, 2022
Land Use Summary

Commercial

Building	Land Use	Bldg. Area S.F.	Parking Ratio	Parking Req'd	Parking Provided
1	Retail	8,960	1:150	60	64
2	Restaurant	6,000	1:100	60	64
3	Restaurant	7,770	1:100	78	80
4	Retail	12,000	1:250	48	48
5	Retail	14,000		112	96
6	Retail	2,500	1:250	10	12
7	Retail	9,250	1:250	37	37
8	Retail	9,000	1:250	36	36
9	Retail	9,000	1:250	36	36
10	Retail	5,500	1:250	22	24
11	Retail	6,000	1:250	24	24
12	Retail	5,000	1:250	20	20
13	Retail	11,500	1:250	46	46
14	Retail	6,700	1:250	27	40
15	Retail	9,000	1:250	36	36
16	Retail	3,300	1:250	13	12
17	Retail	4,000	1:250	16	16
18	Retail	4,000	1:250	16	16
19	Retail	4,500	1:250	18	18

20	Retail	7,000	1:250	28	28
21	Retail	3,200	1:250	13	13
22	Retail	8,400	1:250	34	34
23	Retail	13,200	1:250	53	53
24	Retail	2,500	1:250	10	10
25	Retail	10,000	1:250	40	40
26	Retail	5,000	1:250	20	20
27	Retail	5,000	1:250	20	20
28	Retail	5,000	1:250	20	20
29	Retail	5,000	1:250	20	20
30	Restaurant	6,000	1:100	60	64
31	Restaurant	6,000	1:100	60	64
32	Restaurant	7,000	1:100	70	72
33	Restaurant	7,000	1:100	70	72
34	Retail/Office	10,000	1:250	40	40
35	Retail	10,000	1:250	40	40
36	Retail	10,000	1:250	40	40
37	Retail	10,000	1:250	40	40

Commissioners Court - Regular Session **30.**

Meeting Date: 10/04/2022

CR 139 CR 469 CR 472 and CR 478 Road Closures

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the temporary closings of CR 139, CR 469, CR 472, and CR 478 for replacement of cross culverts.

Background

The proposed roadway closures and detours of CR 139, CR 469, CR 472, and CR 478 are necessary to replace cross culverts. All detours are less than 8 miles in length and take less than 10 minutes to travel. The closure will be continuous for a 60 working day period between 10/18/2022 and 1/31/2023. Access to all adjacent properties will be maintained throughout the CR 139, CR 469, CR 472, and CR 478 closures.

Fiscal Impact

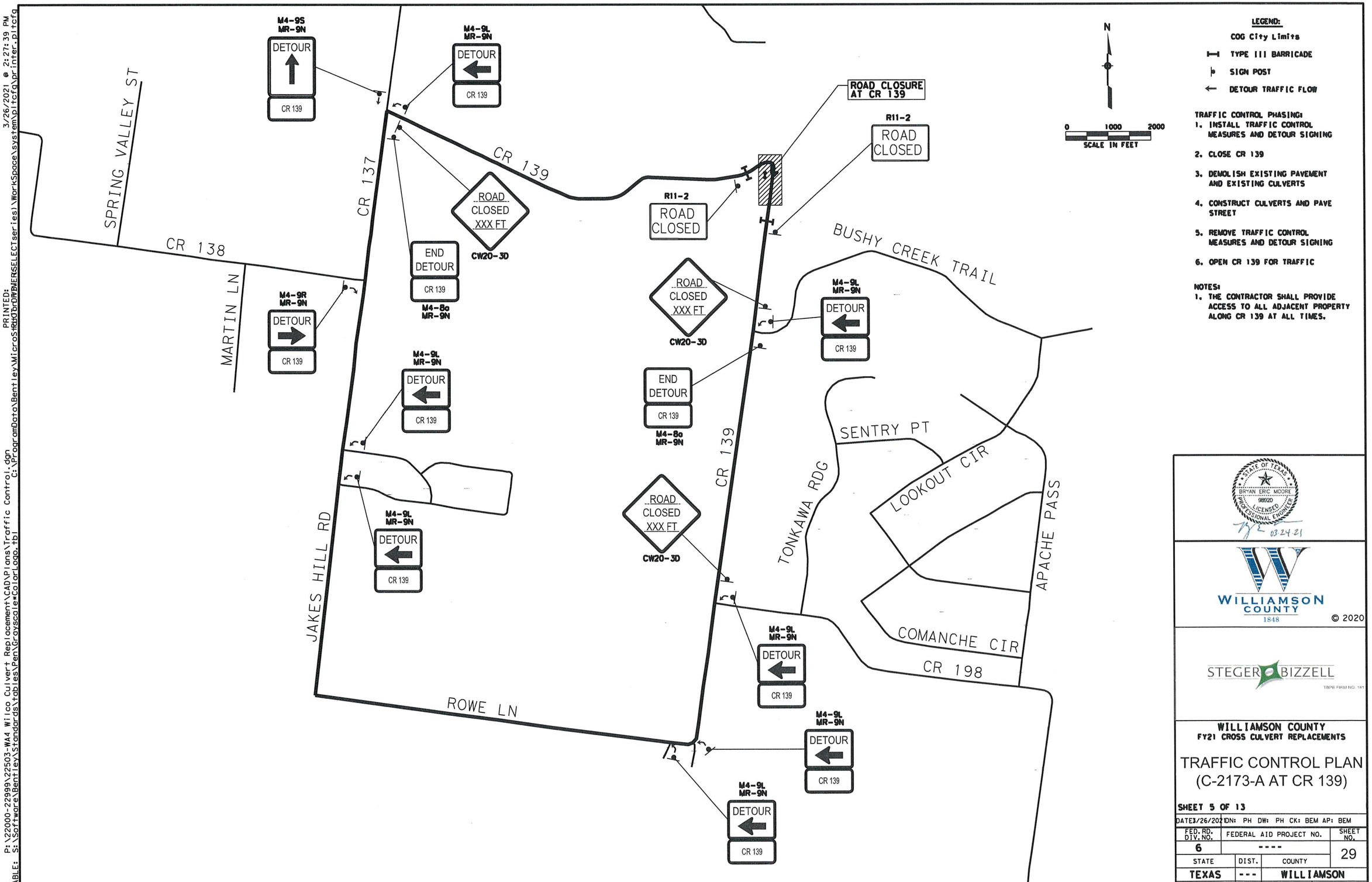
From/To	Acct No.	Description	Amount

Attachments

Cross Culvert Replacement Detour Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/29/2022 12:47 PM
Form Started By: Vicky Edwards		Started On: 09/29/2022 11:50 AM
Final Approval Date: 09/29/2022		



LEGEND:

- COG City Limits
- TYPE III BARRICADE
- SIGN POST
- DETOUR TRAFFIC FLOW

TRAFFIC CONTROL PHASING:

1. INSTALL TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
2. CLOSE CR 139
3. DEMOLISH EXISTING PAVEMENT AND EXISTING CULVERTS
4. CONSTRUCT CULVERTS AND PAVE STREET
5. REMOVE TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
6. OPEN CR 139 FOR TRAFFIC

NOTES:

1. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL ADJACENT PROPERTY ALONG CR 139 AT ALL TIMES.

STATE OF TEXAS
BRYAN ERIC MOORE
98920
LICENSED
PROFESSIONAL ENGINEER
03.24.21

WILLIAMSON COUNTY
1848

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STEGER BIZZELL
TBPE FIRM NO. 181

WILLIAMSON COUNTY
FY21 CROSS CULVERT REPLACEMENTS

TRAFFIC CONTROL PLAN (C-2173-A AT CR 139)

SHEET 5 OF 13

DATE: 3/26/2021 DN: PH DW: PH CK: BEM AP: BEM

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	----		29
STATE	DIST.	COUNTY	
TEXAS	---	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
----	--	---	

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CR 455
FM 1466
CR 464
CR 465
CR 466
CR 467
CR 469
CR 470
FM 619
CR 472

M4-9S MR-9N
DETOUR
CR 469

M4-9L MR-9N
DETOUR
CR 469

M4-9R MR-9N
DETOUR
CR 469

END DETOUR
CR 469
M4-8a MR-9N

ROAD CLOSED XXX FT
CW20-3D

ROAD CLOSURE AT CR 469

R11-2
ROAD CLOSED

N

0 1000 2000
SCALE IN FEET

LEGEND:

- COG City Limits
- TYPE III BARRICADE
- SIGN POST
- DETOUR TRAFFIC FLOW

TRAFFIC CONTROL PHASING:

1. INSTALL TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
2. CLOSE CR 469
3. DEMOLISH EXISTING PAVEMENT AND EXISTING CULVERTS
4. CONSTRUCT CULVERTS AND PAVE STREET
5. REMOVE TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
6. OPEN CR 469 FOR TRAFFIC

NOTES:

1. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL ADJACENT PROPERTY ALONG CR 469 AT ALL TIMES.

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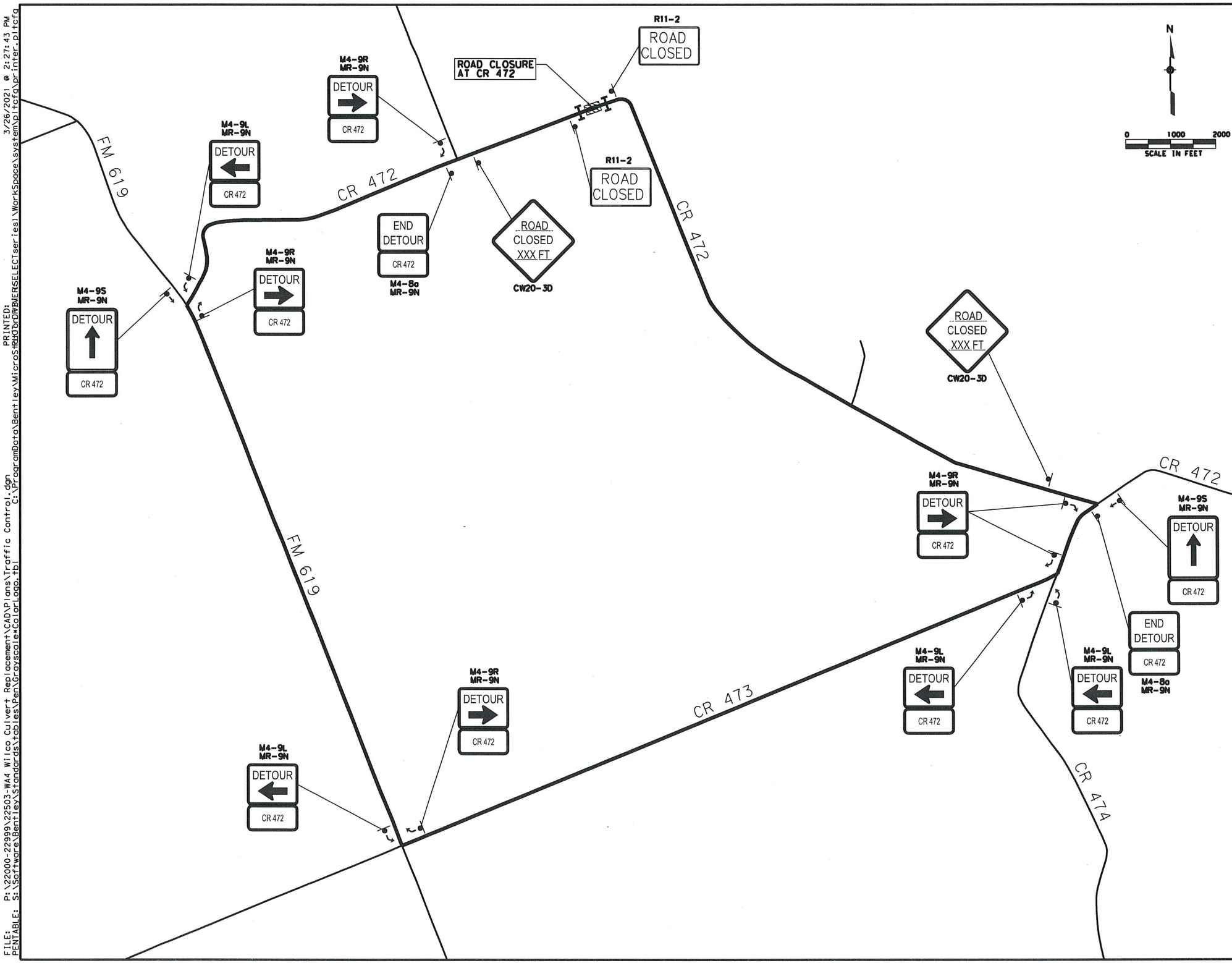
WILLIAMSON COUNTY
FY21 CROSS CULVERT REPLACEMENTS

TRAFFIC CONTROL PLAN (C-2555-A AT CR 469)

SHEET 7 OF 13

DATE 3/26/2021	DN: PH	DW: PH	CK: BEM	AP: BEM	
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.				SHEET NO.
6	----				31
STATE	DIST.	COUNTY			
TEXAS	---	WILLIAMSON			
CONT.	SECT.	JOB	HIGHWAY NO.		
----	--	---			

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LEGEND:

- COG City Limits
- TYPE III BARRICADE
- SIGN POST
- DETOUR TRAFFIC FLOW

TRAFFIC CONTROL PHASING:

1. INSTALL TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
2. CLOSE CR 472
3. DEMOLISH EXISTING PAVEMENT AND EXISTING CULVERTS
4. CONSTRUCT CULVERTS AND PAVE STREET
5. REMOVE TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
6. OPEN CR 472 FOR TRAFFIC

NOTES:

1. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL ADJACENT PROPERTY ALONG CR 472 AT ALL TIMES.

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TBPE FIRM NO. 181

WILLIAMSON COUNTY
FY21 CROSS CULVERT REPLACEMENTS

TRAFFIC CONTROL PLAN (C-2616-A AT CR 472)

SHEET 8 OF 13

DATE: 3/26/2021 DN: PH DW: PH CK: BEM AP: BEM

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	----		32
STATE	DIST.	COUNTY	
TEXAS	---	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
----	--	---	

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CR 475
CR 480
CR 476
CR 481
CR 478
OAK CREEK TRAIL
ADINA CHURCH ROAD

M4-9L MR-9N
DETOUR
CR 478

M4-9S MR-9N
DETOUR
CR 478

M4-9R MR-9N
DETOUR
CR 478

END DETOUR
CR 478
M4-8a MR-9N

R11-2
ROAD CLOSED

ROAD CLOSED XXX FT.
CW20-3D

ROAD CLOSURE AT CR 478

N

0 1000 2000
SCALE IN FEET

LEGEND:

COG City Limits
TYPE III BARRICADE
SIGN POST
DETOUR TRAFFIC FLOW

TRAFFIC CONTROL PHASING:

1. INSTALL TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
2. CLOSE CR 478
3. DEMOLISH EXISTING PAVEMENT AND EXISTING CULVERTS
4. CONSTRUCT CULVERTS AND PAVE STREET
5. REMOVE TRAFFIC CONTROL MEASURES AND DETOUR SIGNING
6. OPEN CR 478 FOR TRAFFIC

NOTES:

1. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL ADJACENT PROPERTY ALONG CR 478 AT ALL TIMES.

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03.24.21

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WILLIAMSON COUNTY
FY21 CROSS CULVERT REPLACEMENTS

TRAFFIC CONTROL PLAN (C-2775-A AT CR 478)

SHEET 10 OF 13

DATE 3/26/2021 DN: PH DW: PH CK: BEM AP: BEM

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	----		34
STATE	DIST.	COUNTY	
TEXAS	---	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
----	--	---	

Commissioners Court - Regular Session **31.**

Meeting Date: 10/04/2022

T3346 Southeast Loop Segment 1 Phase 1 Change Order #2 (Plan Revisions)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $73,007.39 for Project T3346 Southeast Loop Phase 1 (James Construction Group) P: 463 Funding Source: Road Bond.

Background

This Change Order addresses various changes to the project. Below is a list of the necessary changes being made.

1. Additional driveways have been added due to new development along the right-of-way (ROW). This will allow for the new developments to tie-in to the proposed roadway. This Change Order increases the drainage pipe quantity to address the additional driveways.
2. A detour was added to maintain access to the newly constructed Bridge Church. In addition to the detour, quantity was added for tying in the driveways that were constructed prior to the start of construction that were not shown in the project plans.
3. Due to the added driveway for a new development just east of the Bridge Church, Wall 2 was shortened. The drainage in this area is also being adjusted to accommodate the new driveway.
4. The SCS Pond 21 area required additional excavation to increase the volume of the pond so that bridge bents 4 and 5 of the bridge at SCS Pond 21 can be constructed.
5. The flow line of Line “EA” at Wall 4 was adjusted to maximize the flow of water.
6. The inside concrete traffic rail on both bridges was switched to C221 type rail, to give the bridge a more uniform appearance and some rail was removed from Wall 2 due to a driveway added for a development that crosses the ROW.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
450-WC01	RAIL (TY C 221)	727.00	LF

Revised plan sheets are also being issued with this Change Order, per the necessary changes listed above.

This Change Order results in a net increase of $73,007.39 to the Contract amount, for an adjusted Contract total of $11,748,506.83. The original Contract amount was $11,526,789.09. As a result of this and all Change Orders to-date, $221,717.74 has been added to the Contract, resulting in a 1.92% net increase in the overall Contract cost.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T3346 SE Loop Seg1 P1-CO#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:37 AM
Form Started By: Julissa Vasquez		Started On: 09/28/2022 02:12 PM

Final Approval Date: 09/29/2022

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project:	*Southeast Loop Phase I*
Roadway:	*Roadway Improvements*
CSJ Number:	*T3346*

1. CONTRACTOR: **James Construction Group, LLC**
2. Change Order Work Limits: Sta. **1159+00** to Sta. **1197+50**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **2C. 3F, 1B** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. **3F. County Convenience. Additional work desired by the County:** In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. **1B. Design Error or Omission. Other:** Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

6. Work to be performed in accordance with Items: **See Attached**
7. New or revised plan sheet(s) are attached and numbered: 8,9,16-18,23,43,49A,61,82,134,137,139,140,143,146,158,163,165,191,207,208, 255,265,265A,272,273,277,278,286,288,291,292,307-310,332-334,384;XS30,XS31
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 9/28/2022

By

Typed/Printed Name Tony Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: **0** Days added on this CO: **0**

Amount added by this change order: **$73,007.39**

RECOMMENDED FOR EXECUTION:

Project Manager — 9/28/2022 Date

N/A
Design Engineer Date

Program Manager — 9/28/2022 Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project # Southeast Loop Phase I***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
110-6003	EXCAVATION (SPECIAL)	CY	$7.21	18,048.00	$130,126.08	432.00	18,480.00	$133,240.80	$3,114.72
402-6001	TRENCH EXCAVATION PROTECTION	LF	$0.36	3,180.00	$1,144.80	(66.00)	3,114.00	$1,121.04	($23.76)
423-6001	RETAINING WALL (MSE)	SF	$33.24	23,029.00	$765,483.96	(1,135.00)	21,894.00	$727,756.56	($37,727.40)
432-6002	RIPRAP (CONC) (SIN)	CY	$353.76	352.00	$124,523.52	(27.00)	325.00	$114,972.00	($9,551.52)
432-6022	RIPRAP (STONE COMMON) (DRY) (6 IN)	CY	$136.96	82.00	$11,230.72	3.00	85.00	$11,641.60	$410.88
432-6031	RIPRAP (STONE PROTECTION) (12 IN)	EA	$153.30	26.00	$3,985.80	39.00	65.00	$9,964.50	$5,978.70
450-6023	RAIL (TY SSTR)	LF	$42.96	1,775.00	$76,254.00	(907.00)	868.00	$37,289.28	($38,964.72)
464-6003	RC PIPE (CL III) (18 IN)	LF	$47.23	3,477.00	$164,218.71	57.00	3,534.00	$166,910.82	$2,692.11
464-6005	RC PIPE (CL III) (24 IN)	LF	$60.35	3,366.00	$203,138.10	137.00	3,503.00	$211,406.05	$8,267.95
465-6014	INLET (COMPL) (PCO) (3 FT) (LEFT)	EA	$3,983.96	6.00	$23,903.76	4.00	10.00	$39,839.60	$15,935.84
465-6015	INLET (COMPL) (PCO) (3 FT) (RIGHT)	EA	$3,536.43	21.00	$74,265.03	(4.00)	17.00	$60,119.31	($14,145.72)
465-6126	INLET (COMPL) (PSL) (FG) (3 FT X 3 FT-3 FT X 3 FT)	EA	$4,992.27	6.00	$29,953.62	1.00	7.00	$34,945.89	$4,992.27
465-6128	INLET (COMPL) (PSL) (FG) (4 FT X 4 FT-4 FT X 4 FT)	EA	$5,102.01	4.00	$20,408.04	1.00	5.00	$25,510.05	$5,102.01
465-6153	INLET (COMPL) (PAZO) (RC) (4 FT X 4 FT)	EA	$3,977.52	2.00	$7,955.04	(1.00)	1.00	$3,977.52	($3,977.52)
467-6359	SET (TY II) (18 IN) (RCP) (4:1) (P)	EA	$1,335.37	2.00	$2,670.74	2.00	4.00	$5,341.48	$2,670.74
467-6363	SET (TY II) (18 IN) (RCP) (6:1) (P)	EA	$1,813.01	6.00	$10,878.06	(2.00)	4.00	$7,252.04	($3,626.02)
481-6013	PIPE (PVC)(SCH 40) (6IN)	LF	$48.22	37.00	$1,784.14	(10.00)	27.00	$1,301.94	($482.20)
508-6001	CONSTRUCTING DETOURS	SY	$36.99	1,659.00	$61,366.41	800.00	2,459.00	$90,958.41	$29,592.00
530-6005	DRIVEWAYS (ACP)	SY	$75.60	262.00	$19,807.20	588.00	850.00	$64,260.00	$44,452.80
550-6001	CHAIN LINK FENCE (INSTALL) (6')	LF	$22.25	766.00	$17,043.50	(16.00)	750.00	$16,687.50	($356.00)
	TOTALS				$1,750,141.23			$1,764,496.39	$14,355.16

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: __2__ *Project #* __Southeast Loop Phase I__

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
556-6006	PIPE UNDERDRAIN TY6 (6IN)	LF	$26.50	191.00	$5,061.50	60.00	251.00	$6,651.50	$1,590.00
450-WC01	RAIL (TY C221)	LF	$78.49	0.00	$0.00	727.00	727.00	$57,062.23	$57,062.23
	The "Totals" from Table B of the previous work sheet:				$1,750,141.23			$1,764,496.39	$14,355.16
	TOTALS				$1,755,202.73			$1,828,210.12	$73,007.39

Williamson County Road Bond Program

Southeast Loop Phase 1 Road Improvements
Williamson County Project No. T3346

Change Order No. 2

Reason for Change

This Change Order addresses various changes to the project. Below is a list of the necessary changes being made.

1) Additional driveways have been added due to new development along the right-of-way (ROW). This will allow for the new developments to tie-in to the proposed roadway. This Change Order increases the drainage pipe quantity to address the additional driveways.
2) A detour was added to maintain access to the newly constructed Bridge Church. In addition to the detour, quantity was added for tying in the driveways that were constructed prior to the start of construction that were not shown in the project plans.
3) Due to the added driveway for a new development just east of the Bridge Church, Wall 2 was shortened. The drainage in this area is also being adjusted to accommodate the new driveway.
4) The SCS Pond 21 area required additional excavation to increase the volume of the pond so that bridge bents 4 and 5 of the bridge at SCS Pond 21 can be constructed.
5) The flow line of Line “EA” at Wall 4 was adjusted to maximize the flow of water.
6) The inside concrete traffic rail on both bridges was switched to C221 type rail, to give the bridge a more uniform appearance and some rail was removed from Wall 2 due to a driveway added for a development that crosses the ROW.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
450-WC01	RAIL (TY C 221)	727.00	LF

Revised plan sheets are also being issued with this Change Order, per the necessary changes listed above.

This Change Order results in a net increase of $73,007.39 to the Contract amount, for an adjusted Contract total of $11,748,506.83. The original Contract amount was $11,526,789.09. As a result of this and all Change Orders to-date, $221,717.74 has been added to the Contract, resulting in a 1.92% net increase in the overall Contract cost.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

CHANGE ORDER REASON(S) CODE CHART

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

5880 West US Hwy 190
Belton, 76513
Job Phone: (254) 939-8610
Job Fax: (254) 939-8611

6/30/22

JCG Letter# 024

KYLE MCCOY
HNTB CORPORATION
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

WILLIAMSON COUNTY – Southeast Loop Segment 1 Phase 1
Job #: T3346
Control#:
RE: Request Price Escalators – CO#2 TY C221 Rail

Dear Mr. McCoy:

JCG would like to request an increase in unit price for material escalators for the TY C221 Rail added in change order #2. JCG has experienced an increase in the price for rail element between the time of bid and the time CO #2 was received. Please see the table below showing the increase in cost.

Rail Element			
Bid Time Price	$	15.98	LF
Revised CO Price	$	19.95	LF
Material Increase	**$**	**3.97**	LF

JCG has also experienced an increase in steel prices between the time of bid and the change order. JCG is estimating that there is 7,709.84 lbs of steel in the added rail. Please see the table below showing the increase in cost.

Resteel			
Bid Time Price	$	49.50	CWT
Revised CO Price	$	57.00	CWT
Material Increase	$	7.50	CWT

JCG requests that the unit price of the C221 Rail be increased by $4.77/LF to a new price of **$78.49/LF** for the added 727 LF. This price is comparable with the current TxDOT low bid averages.

Rail Increase	$	3.97	727	LF	$	2,886.19
Steel Increase	$	0.08	7709.84	Lbs	$	578.24
				Total Material Increase	$	3,464.43
				Unit Cost Increase	$	4.77 /LF

Respectfully yours,

Commissioners Court - Regular Session **32.**

Meeting Date: 10/04/2022

1809-261 CR 110 Middle Change Order #11 (Final Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 11 in the amount of ($9,248.75) for Project 1809-261 CR 110 Middle (James Construction Group) P: 261 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order corrects a clerical error discovered in Change Order #9 and revises the unit of measure from Lump Sum to Dollars for Item 999-WC05.

This Change Order results in a decrease of $9,248.75 to the Contract amount, for an adjusted Contract total of $8,550,381.85. The original Contract amount was $8,910,862.73. As a result of this and all Change Orders to-date, $360,480.88 has been deducted from the Contract, resulting in an 4.05% net decrease in the Contract cost. Zero (0) additional days will be added to the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1809-261-CR110 Middle-CO#11

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:39 AM
Form Started By: Julissa Vasquez		Started On: 09/28/2022 02:05 PM
Final Approval Date: 09/29/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 11

1. CONTRACTOR: **James Construction Group**

2. Change Order Work Limits: Sta. **207+34** to Sta. **323+50**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***1809-261***
Roadway:	***CR 110 Middle***
CSJ Number:	

5. Describe the work being revised:

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quanities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order corrects quantities previously reported in Change Order #10.

6. Work to be performed in accordance with Items: **See attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit, or loss of compensation as a result of this change.

THE CONTRACTOR Date 9/28/2022

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO

Amount added by this change order: **($9,248.75)**

RECOMMENDED FOR EXECUTION:

Project Manager 9/28/2022 Date

N/A
Design Engineer Date

Program Manager 9/28/2022 Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 11 ***Project # 1809-261***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			HOURLY

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	$8.75	298.00	$2,607.50	(36.00)	262.00	$2,292.50	($315.00)
999-WC05	EXTENDED PROJECT OVERHEAD FOR UTILITY RELOCATION IMPACT	LS	$233,343.80	1.03829	$242,277.55	(1.03829)	0.00000	$0.00	($242,277.55)
999-WC05	EXTENDED PROJECT OVERHEAD FOR UTILITY RELOCATION IMPACT	DOL	$1.00	0.00	$0.00	233,343.80	233,343.80	$233,343.80	$233,343.80
TOTALS					$244,885.05			$235,636.30	($9,248.75)

Williamson County Road Bond Program

CR 110 Middle
Williamson County Project No. 1809-261

Change Order No. 11

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order corrects a clerical error discovered in Change Order #9 and revises the unit of measure from Lump Sum to Dollars for Item 999-WC05.

This Change Order results in a decrease of $9,248.75 to the Contract amount, for an adjusted Contract total of $8,550,381.85. The original Contract amount was $8,910,862.73. As a result of this and all Change Orders to-date, $360,480.88 has been deducted from the Contract, resulting in an 4.05% net decrease in the Contract cost. Zero (0) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

CHANGE ORDER REASON(S) CODE CHART

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

Commissioners Court - Regular Session **33.**

Meeting Date: 10/04/2022

22IFB57 CR 401 Reconstruction Change Order #3 (City of Taylor Water Line)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $214,351.37 for Project 22IFB57 CR 401 Reconstruction (James Construction Group, LLC) P: 390c Funding Source: Road Bond.

Background

This Change Order revises the City of Taylor water line pipe material from ductile iron to PVC. This is necessary due to the availability of materials. Switching the pipe material to PVC was approved by the City of Taylor, everywhere except under the UPRR railroad ROW. This area is to remain per plan as ductile iron. This Change Order will allow for timely delivery of materials.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
COT-WC01	City of Taylor WL - Change from Ductile Iron to PVC Pipe	1.00	LS

This Change Order results in an increase of $214,351.37 to the Contract amount, for an adjusted Contract total of $13,315,267.83. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $642,066.89 has been added to the Contract, resulting in a 5.07% net increase to the overall Contract cost. Due to the current uncertainty in material lead times, time adjustments for this work will be deferred to a later time. Additional time will be determined once materials are on site and will only be granted after the completion of the original scope of work.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB57 - CR 401 Reconstruction CO#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:40 AM
Form Started By: Julissa Vasquez		Started On: 09/26/2022 07:48 AM
Final Approval Date: 09/29/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: **James Construction Group, LLC**

2. Change Order Work Limits: Sta. **139+10.75** to Sta. **205+27.24**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3F** (3 Max. - In order of importance - Primary first)

Project:	***22IFB57***
Roadway:	**CR 401 Reconstruction**
CSJ Number:	

5. Describe the work being revised:

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered:

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit, or loss of compensation as a result of this change.

THE CONTRACTOR Date 9/7/2022

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$214,351.37**

RECOMMENDED FOR EXECUTION:

Project Manager — Date 9/7/2022

N/A
Design Engineer — Date

Program Manager — Date 9/7/2022

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge — Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 ***Project #*** ***22IFB57***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
COT-WC01	City of Taylor WL - Change from Ductile Iron to PVC Pipe	LS	$214,351.37	0.00	$0.00	1.00	1.00	$214,351.37	$214,351.37
TOTALS					$0.00			$214,351.37	$214,351.37

Williamson County Road Bond Program

CR 401 Reconstruction
Williamson County Project No. 22IFB57

Change Order No. 3
Reason for Change

This Change Order revises the City of Taylor water line pipe material from ductile iron to PVC. This is necessary due to the availability of materials. Switching the pipe material to PVC was approved by the City of Taylor, everywhere except under the UPRR railroad ROW. This area is to remain per plan as ductile iron. This Change Order will allow for timely delivery of materials.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
COT-WC01	City of Taylor WL - Change from Ductile Iron to PVC Pipe	1.00	LS

This Change Order results in an increase of $214,351.37 to the Contract amount, for an adjusted Contract total of $13,315,267.83. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $642,066.89 has been added to the Contract, resulting in a 5.07% net increase to the overall Contract cost. Due to the current uncertainty in material lead times, time adjustments for this work will be deferred to a later time. Additional time will be determined once materials are on site and will only be granted after the completion of the original scope of work.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

CHANGE ORDER REASON(S) CODE CHART

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

James Construction Group, LLC

Contractor's Change Order Request

Date:	6/23/2022	**Project:**	CR 401	**County:**	Williamson
CO Pricing Good For:	45 DAYS (unless noted elsewhere)	**Control:**	22IFB57	**Highway:**	CR 401

Description: Change from DI to PVC RFI #4
Estimated Qty: 1.00
Estimated Change in Contract Sum: $ 214,351.37
Estimated Change in Contract Time:

Original Contract: $ 12,673,200.94 **Net CO:** $ - **Revised Contract:** $ 12,673,200.94

Narrative: This is for the change from DI pipe to PVC due to acceleration in procurement as requested and approved in RFI #4. This also has the deduction for material that was left over off of the Williamson CR 401 project that we have been requested to use.

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	[redacted]	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
							$ -
							$ -
							$ -

Subtotal	$ -
15% Markup	$ -
55% Burdens	$ -
Total Labor	$ -

Equipment	[redacted]	QTY	UM	Rate	Extended
					$ -
					$ -
					$ -

Subtotal	$ -
15% Markup	$ -
Total Equipment	$ -

Subcontractors	[redacted]	QTY	UM	Price	Extended
					$ -
					$ -
					$ -

Subtotal	$ -
15% Markup	$ -
Total Subcontract	$ -

Material	[redacted]	QTY	UM	Price	Extended
		1.00	LS	$ 212,229.08	$ 212,229.08

Subtotal	$ 212,229.08
15% Markup	
Total Material	$ 212,229.08

CO REQUEST SUB-TOTAL:	$ 212,229.08
BOND FEE (ADD 1%)	$ 2,122.29
TOTAL COST	$ 214,351.37
UNIT PRICE (TOTAL COST/EST. QTY)	$ 214,351.37

Change from Ductile Iron to PVC

Qty	UM	Description/Comments	Final Bid Price	Extended Bid Price
5	RL	37 X 200 8 MIL POLYWRAP For 14 - 18	$ 217.75	$ 1,088.75
33	RL	37 X 200 8 MIL POLYWRAP For 14 - 18	$ 217.75	$ 7,185.75
		Total:		$ (6,097.00)

Qty	UM	Description/Comments	Final Bid Price	Extended Bid Price
220	FT	18 CL250 Cement Lined Ductile Iron Flex Ring Pipe	$ 122.64	$ 26,980.80
4802	FT	18 CL250 Cement Lined Ductile Iron FASTITE Pipe	$ 78.16	$ 375,324.32
1420	FT	18 CL250 Cement Lined Ductile Iron Flex Ring Pipe	$ 122.64	$ 174,148.80
60	FT	16 CL250 Cement Lined Ductile Iron FASTITE Pipe	$ 67.40	$ 4,044.00
140	FT	12 CL350 Cement Lined Ductile Iron FASTITE Pipe	$ 46.97	$ 6,575.80
		Total:		$ (533,112.12)

Qty	UM	Description/Comments	Final Bid Price	Extended Bid Price
60	FT	16 C905 DR18 CL235 PVC Gasket Joint Blue Pipe	$ 103.99	$ 6,239.40
140	FT	12 C900 DR18 PVC Gasket Joint Blue Pipe	$ 69.10	$ 9,674.00
5860	FT	18 C905 DR18 CL235 PVC Gasket Joint Blue Pipe	$ 126.19	$ 739,473.40
		Total:		$ 755,386.80

Qty	UM	Description/Comments	Final Bid Price	Extended Bid Price
2	EA	16 UFR1390-C-I RESTRAINER	$ 494.07	$ 988.14
29	EA	*CVR* 18IN UFR1390-C-I RESTRAINER	$ 842.00	$ 24,418.00
3	EA	12 PVC RED. RESTRAINER	$ 217.51	$ 652.53
		Total:		$ 26,058.67

Qty	UM	Description/Comments	Final Bid Price	Extended Bid Price
6	EA	12X1000 Underground Detectable Water Blue	$ 160.00	$ 960.00
		Total:		$ 960.00

Qty	UM	Description/Comments	Final Bid Price	Extended Bid Price
15	EA	*CVR* 16 PVC STARGRIP SER 4000 W/AC	$ 348.28	$ 5,224.20
14	EA	12 PVC SGRIP SERIES 4000 G2 W/ ACC	$ 169.04	$ 2,366.56
48	EA	*CVR* 18 PVC STARGRIP SER 4000 W/AC	$ 422.81	$ 20,294.88
18	EA	16 Ductile Iron Mechanical Joint Restraint 3000 Series	$ 248.22	$ 4,467.96
10	EA	12 Ductile Iron Mechanical Joint Restraint 3000 Series	$ 117.30	$ 1,173.00
79	EA	18 Ductile Iron Mechanical Joint Restraint 3000 Series	$ 316.62	$ 25,012.98
		Total:		$ (2,768.30)
				$ 240,428.05

Deducted Items from CR 101

Qty	UM	Description	Final Bid Price	Extended Bid Price
1	EA	18 x 16 Mechanical Joint C153 Tee Less Accessories	$ 1,107.0	$ 1,107.07
8	EA	18 PVC STARGRIP SER 4000 W/A	$ 422.8	$ 3,382.48
1	EA	16 PVC STARGRIP SER 4000 W/A	$ 348.2	$ 348.28
2	EA	18 Mechanical Joint Resilient Wedge DI Open Left Gate Vlave	$ 11,346.3	$ 22,692.75
1	EA	18 x 15 Mechanical Joint C153 Long Sleeve Less Accessories	$ 668.3	$ 668.39
				$ 28,198.97

Change Order Price for Change from Ductile Iron to PVC $ 212,229.08

Williamson County CR401 Reconstruction

Original Bid Minus Materials from CR 101

155) CONNECT TO EX SYSTEM

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
MJLSLA18	18 X 18 Mechanical Joint C153 Long Sleeve Less Accessories	EA	1	$ 668 39	$ 668 39
MJLSLA16	16 X 16 Mechanical Joint C153 Long Sleeve Less Accessories	EA	3	$ 506 79	$ 1,013 58
MJTLA16	16 Mechanical Joint C153 Tee Less Accessories	EA	1	$ 1 103 01	$ 1,103 01
SSGDP18AP	18 Ductile Iron Restraint Series 3000 With Accessories	EA	3	$ 316 62	$ 633 24
SSGDP16	16 Ductile Iron Mechanical Joint Restraint 3000 Series	EA	3	$ 172 44	$ 1,207 08
MJBGP16	16 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	EA	7	$ 75 78	$ 530 46
155) CONNECT TO EX SYSTEM					**$ 5,155.76**

157) 18" DI CL250

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
AFT250P18	18 CL250 Cement Lined Ductile Iron FASTITE Pipe	FT	4807	$ 78 18	$ 375,324 32
AFR250P18	18 CL250 Cement Lined Ductile Iron Flex Ring Pipe	FT	1420	$ 127 64	$ 174,148 80
APW3788	37 X 200 8 Mil POLYWRAP For 14 - 18	RL	32	$ 214 75	$ 6,872 00
FSTP3300YELL	3x300 Black On Yellow Joint REST Tape	EA	5	$ 43 40	$ 217 00
157) 18" DI CL250					**$ 556,562.32**

158) 16" DI CL250

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
AFT250P16	16 CL250 Cement Lined Ductile Iron FASTITE Pipe	FT	54	$ 67 40	$ 3,639 60
FUFR1390C16I	16 UFR1390-C4 RESTRAINER	EA	2	$ 494 07	$ 988 14
158) 16" DI CL250					**$ 4,627.74**

159) 12" DI CL350

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
AFT350P12	12 CL350 Cement Lined Ductile Iron FASTITE Pipe	FT	122	$ 46 97	$ 5,730 34
APW2988	29 x 200 8 Mil POLYWRAP With White LABEL	RL	1	$ 162 61	$ 162 61
FUFR1390C12I	12 UFR1390-C4 RESTRAINER	EA	3	$ 187 54	$ 562 62
159) 12" DI CL350					**$ 6,455.57**

Revised from DI to PVC

01) Connection to Existing

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
MJTLA16	16 Mechanical Joint C153 Tee Less Accessories	EA	1	$ 1,103 01	$ 1,103 01
MJLSLA16	16 X 16 Mechanical Joint C153 Long Sleeve Less Accessories	EA	1	$ 506 79	$ 506 79
SPVCPK4016N	*CVR* 16 PVC STARGRIP SER 4000 W/AC	EA	5	$ 348 28	$ 1,741 40
01) Connection to Existing					**$ 3,351.20**

02) 18" Pipe & Fittings

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
DR18BP18	18 C905 DR18 CL235 PVC Gasket Joint Blue Pipe	FT	5850	$ 126 19	$ 739,473 40
AFR250P18	18 CL250 Cement Lined Ductile Iron Flex Ring Pipe	FT	220	$ 122 64	$ 26,980 80
PSD12105B52	12X1000 Underground Detectable Water Blue	EA	6	$ 160 00	$ 960 00
APW3788	37 X 200 8 Mil POLYWRAP For 14 - 18	RL	5	$ 214 75	$ 1,073 75
MJ4LA18	18 Mechanical Joint C153 45 BEND Less Accessories	EA	2	$ 833 14	$ 1,666 28
MJTLA18	18 Mechanical Joint C153 Tee Less Accessories	EA	1	$ 1,646 40	$ 1,646 40
MJRLA1812	18 X 12 Mechanical Joint C153 Reducer Less Accessories	EA	1	$ 574 78	$ 574 78
FUFR1390C18I	*CVR* 18IN UFR1390-C4 RESTRAINER	EA	29	$ 842 00	$ 24,418 00
SPVCPK4018N	*CVR* 18 PVC STARGRIP SER 4000 W/AC	EA	5	$ 422 81	$ 2,114 05
SPVCPK4012G2	12 PVC SGRIP SERIES 4000 G2 W/ ACC	EA	1	$ 169 04	$ 169 04
02) 18" Pipe & Fittings					**$ 799,076 50**

03) 16" Pipe & Fittings

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
DR18BP16	16 C905 DR18 CL235 PVC Gasket Joint Blue Pipe	FT	60	$ 103 99	$ 6,239 40
FUFR1390C16I	16 UFR1390-C4 RESTRAINER	EA	2	$ 494 07	$ 988 14
MJ4LA16	16 Mechanical Joint C153 45 BEND Less Accessories	EA	2	$ 562 75	$ 1,125 50
SPVCPK4016N	*CVR* 16 PVC STARGRIP SER 4000 W/AC	EA	4	$ 348 28	$ 1,393 12
03) 16" Pipe & Fittings					**$ 9,746.16**

04) 12" Pipe & Fittings

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
DR18BP12	12 C900 DR18 PVC Gasket Joint Blue Pipe	FT	140	$ 69 10	$ 9,674 00
FUFR1390C12RED	12 PVC RED RESTRAINER	EA	3	$ 217 51	$ 652 53
MJSCAPLA12	12 Mechanical Joint C153 Solid Cap Less Accessories	EA	1	$ 140 69	$ 140 69
SPVCPK4012G2	12 PVC SGRIP SERIES 4000 G2 W/ ACC	EA	1	$ 169 04	$ 169 04
04) 12" Pipe & Fittings					**$ 10,636.26**

160) DI FITTINGS

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
MJRLA18	18 Mechanical Joint C153 45 BEND Less Accessories	EA	8	$ 833 14	$ 6,665 12
MJTLA18	18 Mechanical Joint C153 Tee Less Accessories	EA	1	$ 1,646 40	$ 1,646 40
MJSTLA18U	18 X 6 Mechanical Joint C153 Swivel Tee Less Accessories	EA	3	$ 1,070 58	$ 3,211 74
MJRLA1812	18 X 12 Mechanical Joint C153 Reducer Less Accessories	EA	1	$ 574 78	$ 574 78
MJTLA1816	18 X 16 Mechanical Joint C153 Tee Less Accessories	EA	1	$ 1,707 07	$ 1,707 07
MJRLA16	16 Mechanical Joint C153 45 BEND Less Accessories	EA	2	$ 562 75	$ 1,125 50
MJSTLA12U	12 X 6 Mechanical Joint C153 Swivel Tee Less Accessories	EA	1	$ 337 75	$ 337 75
SSGDP18AP	18 Ductile Iron Restraint Series 3000 With Accessories	EA	28	$ 316 62	$ 8,865 36
SSGDP16	16 Ductile Iron Mechanical Joint Restraint 3000 Series	EA	5	$ 172 44	$ 862 20
MJBGP16	16 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	EA	5	$ 75 78	$ 378 90
SSGDP12	12 3000 Series Ductile Iron Mechanical Joint STARGRIP Restraint	EA	3	$ 86 29	$ 258 87
MJBGP12	12 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	EA	3	$ 31 01	$ 93 03
APW3788	37 X 200 8 MIL POLYWRAP For 14 - 16	RL	1	$ 214 75	$ 214 75
APW2988	29 X 200 8 MIL POLYWRAP With White LABEL	RL	1	$ 162 61	$ 162 61
160) DI FITTINGS					**$ 26,104.08**

161) 18" GATE VALVE

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
AFC2518MMLAC	18 Mechanical Joint Resilient Wedge Ductile Iron Open Left GATE Valve Less Accessor	EA	5	$ 12,819 99	$ 64,099 95
SSGDP18AP	18 Ductile Iron Restraint Series 3000 With Accessories	EA	10	$ 316 62	$ 3,166 20
PSVB5625W	2 Piece Screw 16T/24B Comp Cast Iron Valve Box Water	EA	5	$ 110 00	$ 550 00
E17817	3 Valve STEM Extension AUSTIN STYLE	EA	5	$ 68 69	$ 343 45
161) 18" GATE VALVE					**$ 68,159.60**

162) 16" GATE VALVE

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
AFC2516MMLAC	16 Mechanical Joint Resilient Wedge Ductile Iron Open Left Gate Valve Less Accessori	EA	2	$ 6,028 89	$ 12,057 78
SSGDP16	16 Ductile Iron Mechanical Joint Restraint 3000 Series	EA	4	$ 172 44	$ 689 76
MJBGP16	16 Mechanical Joint C153 Bolt Gasket Pack Less Gland	EA	4	$ 75 78	$ 303 12
E17817	3 FT Gate Valve Stem Extension	EA	2	$ 68 69	$ 137 38
PSVB5625W	Two Piece Screw 16T/24B Comp Cast Iron Valve Box Water	EA	2	$ 110 00	$ 220 00
162) 16" GATE VALVE					**$ 13,408.04**

163) 12" GATE VALVE

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
AFC2512FMLAO	12 Flanged X Mechanical Joint Resilient Wedge Open Left GATE Valve Less Accessories	EA	1	$ 1,815 00	$ 1,815 00
SSGDP12	12 3000 Series Ductile Iron Mechanical Joint STARGRIP Restraint	EA	1	$ 86 29	$ 86 29
MJBGP12	12 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	EA	1	$ 31 01	$ 31 01
SGS15012	12 150# Bolt and Full Face Gasket Set	EA	1	$ 35 49	$ 35 49
E17817	3 FT Gate Valve Stem Extension	EA	1	$ 68 69	$ 68 69
PSVB5625W	Two Piece Screw 16T/24B Comp Cast Iron Valve Box Water	EA	1	$ 110 00	$ 110 00
163) 12" GATE VALVE					**$ 2,146.48**

05) 18" Gate Valve

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
AFC2518MMLAOL	18 Mechanical Joint Resilient Wedge Ductile Iron Open Left	EA	1	$ 12,819 99	$ 12,819 99
SPVCPK4018N	*CVR* 18 PVC STARGRIP SER 4000 W/AC	EA	2	$ 422 81	$ 845 62
PSVB5625W	2 Piece Screw 16T/24B Comp Cast Iron Valve Box Water	EA	1	$ 110 00	$ 110 00
05) 18" Gate Valve					**$ 13,775.61**

06) 16" Gate Valve

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
AFC2516MMLAOL	16 Mechanical Joint Resilient Wedge Ductile Iron Open Left	EA	2	$ 6,028 89	$ 12,057 78
SPVCPK4016N	*CVR* 16 PVC STARGRIP SER 4000 W/AC	EA	4	$ 348 28	$ 1,393 12
PSVB5625W	2 Piece Screw 16T/24B Comp Cast Iron Valve Box Water	EA	2	$ 110 00	$ 220 00
06) 16" Gate Valve					**$ 13,670.90**

07) 12" Gate Valve

Alt 1	Name	Comment	UM	Qty	Final Bid Price	Extended Bid Price
AFC2512MMLAOL	12 Mechanical Joint Resilient Wedge Ductile Iron Open Left		EA	2	$ 2,200 00	$ 4,400 00
SPVCPK4012G2	12 PVC SGRIP SERIES 4000 G2 W/ ACC		EA	4	$ 169 04	$ 676 16
PSVB5625W	2 Piece Screw 16T/24B Comp Cast Iron Valve Box Water		EA	2	$ 110 00	$ 220 00
07) 12" Gate Valve						**$ 5,296.16**

164) FIRE HYDRANT ASSEMBLY

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
AFC2506MMLAC	6 Mechanical Joint Resilient Wedge Ductile Iron Open Left Gate Valve Less Accessories	EA	4	$ 585 00	$ 2,340 00
E17817	3 ST Gate Valve Stem Extension	EA	4	$ 68 69	$ 274 76
PSVB562SW	Two Piece Screw 167/24B Comp Cast Iron Valve Box Water	EA	4	$ 110 00	$ 440 00
AFT350PU	6 CL350 Cement Lined Ductile Iron Fast Ite Pipe	FT	60	$ 23 27	$ 1,396 20
APW1888	18 X 200 8 Mil Polywrap For 4 - 6 Pipe	RL	1	$ 111 22	$ 111 22
AFCB84BLAOLSL	5 1/4 Hydrant, 5' Open left Less Accessories With STORTZ LEAN	EA	4	$ 2,450 00	$ 9,800 00
SSGDP06N	MECHANICAL JOINT WEDGE RESTRAINTS FOR DUCTILE IRON PIPE 6 SGRIP SERIES 3000	EA	8	$ 28 27	$ 226 16
IMJBGPU	6 Mechanical Joint C153 Bolt Gasket Pack Less Gland	EA	12	$ 20 45	$ 245 40
164) FIRE HYDRANT ASSEMBLY					$ 34,833.74

08) Fire Hydrant

Alt 1	Name	Comment	UM	Qty	Final Bid Price	Extended Bid Price
MJSTLA18U	18 x 6 Mechanical Joint C153 Swivel Tee less Accessories		EA	3	$ 1,070 58	$ 3,211 74
MJSTLA12U	12 x 6 Mechanical Joint C153 Swivel Tee less Accessories		EA	1	$ 337 75	$ 337 75
AFC2506MMLAOL	6 Mechanical Joint Resilient Wedge Ductile Iron Open Left GATE		EA	4	$ 695 00	$ 2,780 00
PSVB562SW	2 Piece Screw 167/24B Comp Cast Iron Valve Box Water		EA	4	$ 110 00	$ 440 00
AFT350PU	6 CL350 Cement Lined Ductile Iron FASTITE Pipe		FT	40	$ 23 27	$ 930 80
APW1888	18 X 200 8 MIL POLYWRAP For 4 - 6		RL	4	$ 111 22	$ 444 88
AFCB84BLAOLSLEA	5-1/4 Hydrant 5' Open Left Less Accessories With STORTZ LEAN		EA	4	$ 2,950 00	$ 11,800 00
SPVCPK4012BN	*CVR* 12 PVC STARGRIP SER 4000 W/AC		EA	6	$ 422 81	$ 2,536 86
SPVCPK4012G2	12 PVC SGRIP SERIES 4000 G2 W/ ACC		EA	2	$ 169 04	$ 338 08
SSGDP06N	MECHANICAL JOINT WEDGE RESTRAINTS FOR DUCTILE IRON		EA	8	$ 32 59	$ 260 72
IMJBGPU	6 Mechanical Joint C153 Bolt Gasket Pack Less GLAND		EA	12	$ 20 45	$ 245 40
08) Fire Hydrant						$ 23,326.23

16S) 3" AIR RELEASE VALVE

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
MJFTLA18U	18 X 6 Mechanical Joint X Flange C153 Tee Less Accessories	EA	2	$ 1,046 10	$ 2,092 20
MJFTLA12P	12 X 4 Mechanical Joint X Flange C153 Tee Less Accessories	EA	1	$ 430 10	$ 430 10
FCRUM	6 X 3 Ductile Iron 125# C110 Flange Concentric Reducer	EA	2	$ 149 05	$ 298 10
FCRPM	4 X 3 Ductile Iron 125# C110 Flange Concentric Reducer	EA	1	$ 91 85	$ 91 85
F9M	3 Ductile Iron 125# C110 Flange 90 BEND	EA	6	$ 86 35	$ 518 10
AFC2503MMLAO	3 Flanged X Mechanical Joint Resilient Wedge Open left GATE Valve Less Accessories	EA	3	$ 365 00	$ 1,095 00
PSVB562SW	2 Piece Screw 167/24B Comp Cast Iron Valve Box Water	EA	3	$ 110 00	$ 330 00
E17817	3 Valve STEM Extension AUSTIN STYLE	EA	3	$ 68 69	$ 206 07
FPPMS	3X5'0 Flange X PE Cement Lined Bituminous Tar Ductile Iron Spool	EA	3	$ 710 40	$ 2,131 20
FFPMG	3X1'0 Flange X Flange Cement Lined Bituminous Tar Ductile Iron Spool	EA	3	$ 306 67	$ 920 01
3FLGARVWTR	3" FLG ARV F/ WATER	EA	3	$ 1,617 50	$ 4,852 50
TAPBFMK	3 X 2 Ductile Iron C110 125# IPT Tap on Pipe BEND Flange	EA	3	$ 64 35	$ 193 05
GNK48	2 X 48 Galvanized Ready CUT Pipe	EA	3	$ 79 18	$ 237 54
C401R	2 GALV SCRN Cover Vent Cap	EA	3	$ 35 69	$ 107 07
GNKU	2 X 6 Galvanized Steel Nipple	EA	3	$ 15 23	$ 45 69
IG9K	2 Galvanized Malleable Iron 150# 90 Elbow	EA	6	$ 22 06	$ 132 36
SSGDP03N	MECHANICAL JOINT WEDGE RESTRAINTS FOR DUCTILE IRON PIPE 3 SGRIP SERIES 3000	EA	3	$ 23 24	$ 69 72
GNK24	2 X 24 Galvanized Ready CUT Pipe	EA	3	$ 45 06	$ 135 18
SSGDP18AP	18 Ductile Iron Restraint Series 3000 With Accessories	EA	4	$ 316 62	$ 1,266 48
SSGDP12	12 3000 Series Ductile Iron Mechanical Joint STARGRIP Restraint	EA	2	$ 86 29	$ 172 58
IMJBGP12	12 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	EA	2	$ 31 01	$ 62 02
IMJBGPM	3 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	EA	3	$ 14 49	$ 43 47
BGS150U	6 150# Bolt and Full Face Gasket Set	EA	2	$ 14 83	$ 29 66
BGS150P	4 150# Bolt and Full Face Gasket Set	EA	1	$ 10 82	$ 10 82
BGS150M	3 150# Bolt and Full Face Gasket Set	EA	18	$ 7 24	$ 130 32
EV2432RCWTRN	32 Manhole Ring & Cover Watergm Water NO LOGO	EA	3	$ 518 29	$ 1,554 87
ACGRM34	3X34 Concrete GRADE Ring *Z	EA	6	$ 25 41	$ 152 46
CMHFT513	5 X 13 Manhole Flat TOP	EA	3	$ 734 00	$ 2,202 00
CMKRS12	5 X 12 Manhole Riser SECT	EA	30	$ 217 00	$ 6,510 00
16S) 3" AIR RELEASE VALVE					$ 24,020.42

09) 3" ARV

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
MJFTLA18U	18 x 6 Mechanical Joint X Flange C153 Tee Less Accessories	EA	2	$ 1,046 10	$ 2,092 20
MJFTLA12P	12 X 4 Mechanical Joint X Flange C153 Tee Less Accessories	EA	1	$ 430 10	$ 430 10
FCRUM	6 X 3 Ductile Iron 125# C110 Flange Concentric Reducer	EA	2	$ 167 48	$ 334 96
FCRPM	4 X 3 Ductile Iron 125# C110 Flange Concentric Reducer	EA	1	$ 91 85	$ 91 85
F9M	3 Ductile Iron 125# C110 Flange 90 BEND	EA	3	$ 86 35	$ 259 05
FPPMK	3X20 Flange X PE Cement Lined Bituminous Tar Ductile Iron	EA	3	$ 403 43	$ 1,210 29
AFC2503MMLAOL	3 Mechanical Joint Resilient Wedge Ductile Iron Open Left GATE	EA	3	$ 485 00	$ 1,455 00
PSVB562SW	2 Piece Screw 167/24B Comp Cast Iron Valve Box Water	EA	3	$ 110 00	$ 330 00
AFT53PM	3 CL53 CI Ductile Iron FASTITE Pipe	FT	60	$ 40 03	$ 2,401 80
MJF9LAM	3 Mechanical Joint X Flange C153 90 BEND Less Accessories	EA	3	$ 82 20	$ 246 60
FFPMG	3X10 Flange X Flange Cement Lined Bituminous Tar Ductile Iron	EA	3	$ 306 67	$ 920 01
A147CAM	3 A-147C Comb Air Valve	EA	3	$ 1,617 50	$ 4,852 50
IGNMCL	3XCLOSE Galvanized Steel Nipple	EA	3	$ 21 98	$ 65 94
IG9M	3 Galvanized Malleable Iron 150# 90 Elbow	EA	6	$ 81 50	$ 489 00
IGNML12	3 X 12 Galvanized Steel Nipple	EA	3	$ 62 46	$ 187 38
IGL150UM	Lead Law Compliant 3 Galvanized Malleable Iron 150# GJ Union	EA	3	$ 63 90	$ 191 70
IGNM36	3 X 36 Galvanized Ready CUT Pipe	EA	3	$ 106 38	$ 319 14
IGNM48	3 X 48 Galvanized Ready CUT Pipe	EA	3	$ 128 90	$ 386 70
CFM	3 Ductile Iron C110 125# Thread Comp Flanged For STL	EA	6	$ 49 63	$ 297 78
SS8S	Stainless Steel BUG Screen	FT	3	$ 13 87	$ 41 61
SPVCPK4018N	*CVR* 18 PVC STARGRIP SER 4000 W/AC	EA	4	$ 422 81	$ 1,691 24
SPVCPK4012G2	12 PVC SGRIP SERIES 4000 G2 W/ ACC	EA	2	$ 169 04	$ 338 08
BGS150U	6 150# Bolt and Full Face Gasket Set	EA	2	$ 14 83	$ 29 66
BGS150P	4 150# Bolt and Full Face Gasket Set	EA	1	$ 10 82	$ 10 82
BGS150M	3 150# Bolt and Full Face Gasket Set	EA	9	$ 7 24	$ 65 16
SSGDP03N	MECHANICAL JOINT WEDGE RESTRAINTS FOR DUCTILE IRON	EA	9	$ 26 15	$ 235 35
IMJBGPM	3 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	EA	9	$ 14 49	$ 130 41
09) 3" ARV					$ 19,104.33

167) 36" STEEL ENCASEMENT

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
36 500STLCASIN	36" X 500 STL CASING	FT	780	$ 172 27	$ 134,370 60
18X36SSCSUNM	18X36 SS CASING SPACER W/ UNMW RUNNER	EA	117	$ 150 19	$ 17,572 23
18x36ES	18x36 END SEAL	EA	6	$ 113 62	$ 681 72
167) 36" STEEL ENCASEMENT					$ 152,624.55

13) 36" Steel Casing

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
05CP50036	36 X 500 Steel CASING Pipe	C	780	$ 19,101 25	$ 148,989 75
B19503500SS12CR	19 50 x 35 00 SS 12 Wide Casing Spacer	EA	117	$ 150 19	$ 17,572 23
B19503600ESW	19 50 X 36 00 End Seal Wrap	EA	6	$ 113 62	$ 681 72
13) 36" Steel Casing					$ 167,243.70

168) BLOW OFF ASSEMBLY

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
MJFTLA18U	18 X 6 Mechanical Joint X Flange C153 Tee Less Accessories	EA	2	$ 1,046 10	$ 2,092 20
AFC2506FFOLON	6 Flanged Resilient Wedge Ductile Iron Open Left GATE Valve W/OP NUT	EA	2	$ 585 00	$ 1,170 00
PSVB562SW	2 Piece Screw 16T/24B Comp Cast Iron Valve Box Water	EA	4	$ 110 00	$ 440 00
E17B17	3 Valve STEM Extension AUSTIN STYLE	EA	4	$ 68 69	$ 274 76
FFPUM	6X3'0 Flange X Flange Cement Lined Bituminous Tar Duct le Iron Spool	EA	2	$ 478 93	$ 957 86
F9U2TAP	6" FLG 90 W/ 2" THRD TAP	EA	2	$ 281 31	$ 562 62
NGNKU	2 X 6 Galvanized Steel Nipple	EA	4	$ 15 23	$ 60 92
NG9K	2 Galvanized Malleable Iron 150# 90 Elbow	EA	4	$ 22 06	$ 88 24
F9U	6 Duct le Iron 125# C110 Flange 90 BEND	EA	2	$ 206 80	$ 413 60
FNW15B200K	2 Stainless Steel 200 # Threaded NRS GATE Valve	EA	2	$ 228 45	$ 456 90
NGNK24	2 X 24 Galvanized Ready CUT Pipe	EA	4	$ 45 06	$ 180 24
SSGDP18AP	18 Duct le Iron Restraint Series 3000 With Accessories	EA	4	$ 316 62	$ 1,266 48
BGS150U	6 150# Bolt and Full Face Gasket Set	EA	14	$ 14 83	$ 207 62
F4U	6 Duct le Iron 125# C110 Flange 45 BEND	EA	2	$ 183 70	$ 367 40
BFU	6 Duct le Iron C110 125# BLND Flange	EA	2	$ 94 05	$ 188 10
FFPUM	6X6'0 Flange X Flange Cement Lined Bituminous Tar Duct le Iron Spool	EA	2	$ 690 13	$ 1,380 26
NGCAPK	2 Galvanized Malleable Iron 150# Cap	EA	2	$ 8 23	$ 16 46
168) BLOW OFF ASSEMBLY					$ 10,123.66

11) Water Blowoff

Alt 1	Name	Comment	UM	Qty	Final Bid Price	Extended Bid Price
MJFTLA18U	18 X 6 Mechanical Joint X Flange C153 Tee Less Accessories		EA	2	$ 1,046 10	$ 2,092 20
AFC2506FFOLON	6 Flanged Resilient Wedge Duct le Iron Open Left GATE Valve		EA	2	$ 695 00	$ 1,390 00
PSVB562SW	2 Piece Screw 16T/24B Comp Cast Iron Valve Box Water		EA	4	$ 110 00	$ 440 00
FFPUX	6X2'0 Flange X Flange Cement Lined Bituminous Tar Duct le Iron		EA	2	$ 324 00	$ 648 00
F19UX	6 Duct le Iron 125# C110 Flange 90 Bend w/ 2" tap		EA	2	$ 362 03	$ 724 06
FFPUX	6X8'0 Flange X Flange Cement Lined Bituminous Tar Duct le Iron		EA	2	$ 831 43	$ 1,662 86
F9U	6 Duct le Iron 125# C110 Flange 90 BEND		EA	2	$ 206 80	$ 413 60
F4U	6 Duct le Iron 125# C110 Flange 45 BEND		EA	2	$ 183 70	$ 367 40
BFU	6 Duct le Iron C110 125# BLND Flange		EA	2	$ 94 05	$ 188 10
SPVCPK4018N	"CVR" 18 PVC STARGRIP SER 4000 W/AC		EA	4	$ 422 81	$ 1,691 24
BGS150U	6 150# Bolt and Full Face Gasket Set		EA	14	$ 14 83	$ 207 62
NGNKU	2 X 6 Galvanized Steel Nipple		EA	4	$ 15 23	$ 60 92
NG9K	2 Galvanized Malleable Iron 150# 90 Elbow		EA	4	$ 27 34	$ 109 36
NGNK36	2 X 36 Galvanized Ready CUT Pipe		EA	4	$ 77 23	$ 308 92
AFC2602550L	2 DI THRD RW OL GATE VLV		EA	2	$ 350 00	$ 700 00
11) Water Blowoff						$ 11,004.28

169) VENT PIPE ASSEMBLY

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
FPPMU	3X6'0 Flange X PE Cement Lined Bituminous Tar Duct le Iron Spool	EA	4	$ 835 20	$ 3,340 80
MJSLAM21AP	3" MJ 90 W/ 2" TAP	EA	2	$ 141 10	$ 282 20
BRLF8KG	Lead Law Compliant 2 X 1 Brass Bushing	EA	2	$ 16 94	$ 33 88
GBRNGU	Lead Law Compliant 1 X 6 Brass Nipple GBL	EA	4	$ 14 71	$ 58 84
BRLF9G	Lead Law Compliant 1 Brass 90 Elbow	EA	4	$ 8 29	$ 33 16
GBRNG24	Lead Law Compliant 1 X 24 Brass Nipple GBL	EA	4	$ 60 78	$ 243 12
PFKT300G	Lead Law Compliant 1 Brass 200 # Threaded NRS GATE Valve	EA	2	$ 17 06	$ 34 12
PSVB562SW	2 Piece Screw 16T/24B Comp Cast Iron Valve Box Water	EA	2	$ 110 00	$ 220 00
E17B17	3 Valve STEM Extension AUSTIN STYLE	EA	2	$ 68 69	$ 137 38
FCRUM	6 X 3 Duct le Iron 125# C110 Flange Concentric Reducer	EA	2	$ 149 05	$ 298 10
MJFTLA18U	18 X 6 Mechanical Joint X Flange C153 Tee Less Accessories	EA	2	$ 1,046 10	$ 2,092 20
F9M	3 Duct le Iron 125# C110 Flange 90 BEND	EA	2	$ 86 35	$ 172 70
F4M	3 Duct le Iron 125# C110 Flange 45 BEND	EA	2	$ 67 10	$ 134 20
BFM	3 Duct le Iron C110 125# BLND Flange	EA	2	$ 36 30	$ 72 60
SSGDP18AP	18 Duct le Iron Restraint Series 3000 With Accessories	EA	4	$ 316 62	$ 1,266 48
SSGDP03N	MECHANICAL JOINT WEDGE RESTRAINTS FOR DUCTILE IRON PIPE 3 SGRIP SERIES 3000	EA	4	$ 23 24	$ 92 96
MJBGPM	3 Mechanical Joint C153 Bolt Gasket Packaging GLAND	EA	4	$ 14 49	$ 57 96
BGS150U	6 150# Bolt and Full Face Gasket Set	EA	2	$ 14 83	$ 29 66
BGS150M	3 150# Bolt and Full Face Gasket Set	EA	8	$ 7 24	$ 57 92
BRLFCAPG	Lead Law Compliant 1 Brass Cap	EA	2	$ 5 45	$ 10 90
169) VENT PIPE ASSEMBLY					$ 8,669.18

10) Casing Vent

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
GGPPEAS3ULU	6 Galvanized Plain End AS3A ULFM Schedule 40 Pipe	C	21	$ 1,903 66	$ 399 77
GGFFSOFU	6 Galvanized Carbon Steel 150# Flat Face Slip On Flange	EA	2	$ 49 45	$ 98 90
FT9UK	6 Duct le Iron 125# C110 Flange 90 Bend w/ 2" tap	EA	2	$ 362 03	$ 724 06
FFPUX	6X8'0 Flange X Flange Cement Lined Bituminous Tar Duct le Iron	EA	2	$ 831 43	$ 1,662 86
F9U	6 Duct le Iron 125# C110 Flange 90 BEND	EA	2	$ 206 80	$ 413 60
F4U	6 Duct le Iron 125# C110 Flange 45 BEND	EA	2	$ 183 70	$ 367 40
BFU	6 Duct le Iron C110 125# BLND Flange	EA	2	$ 94 05	$ 188 10
BGS150U	6 150# Bolt and Full Face Gasket Set	EA	10	$ 14 83	$ 148 30
NGNKU	2 X 6 Galvanized Steel Nipple	EA	4	$ 15 23	$ 60 92
NG9K	2 Galvanized Malleable Iron 150# 90 Elbow	EA	4	$ 27 34	$ 109 36
NGNK36	2 X 36 Galvanized Ready CUT Pipe	EA	4	$ 77 23	$ 308 92
AFC2602550L	2 DI THRD RW OL GATE VLV	EA	2	$ 350 00	$ 700 00
10) Casing Vent					$ 5,182.19

170) FLUSHING VALVE ASSEMBLY

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
S317001432140	12-14X2 Iron Pipe Double Saddle 12 62-14 32	EA	1	$ 128 30	$ 128 30
FFB17007NL	Lead Law Compliant 2 MIP X FIP BALL Corp	EA	1	$ 321 37	$ 321 37
GBRNKU	Lead Law Compliant 2 X 6 Brass Nipple GBL	EA	2	$ 33 27	$ 66 54
BRLF9K	Lead Law Compliant 2 Brass 90 Elbow	EA	3	$ 26 82	$ 80 46
GBRNK48	Lead Law Compliant 2 X 48 Brass Nipple GBL	EA	2	$ 275 33	$ 550 66
FB11777WNL	Lead Law Compliant 2 FIP X FIP BALL CURB ST LW	EA	1	$ 347 99	$ 347 99
PSVB562SW	2 Piece Screw 16T/24B Comp Cast Iron Valve Box Water	EA	1	$ 110 00	$ 110 00
E17B17	3 Valve STEM Extension AUSTIN STYLE	EA	1	$ 68 69	$ 68 69
HG1K	2" HYDRO GUARD AUTO FLUSH	EA	1	$ 4,375 00	$ 4,375 00
170) FLUSHING VALVE ASSEMBLY					$ 6,049.01

12) Auto Flush Valve

Alt 1	Name	Comment	UM	Qty	Final Bid Price	Extended Bid Price
S317001432140	12-14X2 Iron Pipe Double Saddle 12 62-14 32		EA	1	$ 128 30	$ 128 30
FFB17007NL	Lead Law Compliant 2 MIP X FIP BALL Corp		EA	1	$ 321 37	$ 321 37
GBRNKU	Lead Law Compliant 2 X 6 Brass Nipple GBL		EA	2	$ 33 27	$ 66 54
BRLF9K	Lead Law Compliant 2 Brass 90 Elbow		EA	3	$ 26 82	$ 80 46
GBRNK48	Lead Law Compliant 2 X 48 Brass Nipple GBL		EA	2	$ 275 33	$ 550 66
FB11777WNL	Lead Law Compliant 2 FIP X FIP BALL CURB ST LW		EA	1	$ 347 99	$ 347 99
PSVB562SW	2 Piece Screw 16T/24B Comp Cast Iron Valve Box Water		EA	1	$ 110 00	$ 110 00
HMGLAIN2PVC018	HYDROGUARD HG1 AUTO FLUSH		EA	1	$ 4,375 00	$ 4,375 00
12) Auto Flush Valve						$ 5,980.32

172) METER & BACKFLOW PREVENTION STATION

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
PPP18K	18" X 2'0 PE X PE SPOOL	EA	6	$ 590 93	$ 3,545 58
AFC2518MMLAC	18 Mechanical Joint Resilient Wedge Ductile Iron Open Left GATE Valve Less Accessor	EA	1	$ 10,440 79	$ 10,440 79
PSVB562SW	2 Piece Screw 16T/24B Comp Cast Iron Valve Box Water	EA	2	$ 110 00	$ 220 00
E17B17	3 Valve STEM Extension AUSTIN STYLE	EA	2	$ 68 69	$ 137 38
PPP12K	12" X 2'0 PE X PE SPOOL	EA	1	$ 359 47	$ 359 47
PPP18M	18" X 3'0 PE X PE SPOOL	EA	4	$ 853 33	$ 3,413 32
PPP12X	12" X 8'0 PE X PE SPOOL	EA	1	$ 1,319 47	$ 1,319 47
PPP18G	18" X 1'0 PE X PE SPOOL	EA	3	$ 328 53	$ 985 59
MJTLA18	18 Mechanical Joint C153 Tee Less Accessories	EA	4	$ 1,646 40	$ 6,585 60
MJRLA1812	18 X 12 Mechanical Joint C153 Reducer Less Accessories	EA	1	$ 574 78	$ 574 78
AFC2512MMLAC	12 Mechanical Joint Resilient Wedge Ductile Iron Open Left GATE Valve Less Accessor	EA	1	$ 1,815 00	$ 1,815 00
MJSCAPLA12	12 Mechanical Joint C153 Solid Cap Less Accessories	EA	1	$ 140 69	$ 140 69
MJLSLA18	18 X 15 Mechanical Joint C153 Long Sleeve Less Accessories	EA	4	$ 668 39	$ 2,673 56
RDJ4000B1350180	DISMANTLING Joint	EA	1	$ 816 87	$ 816 87
FPP1811	18X11'0 Flange X PE Cement Lined Bituminous Tar Ductile Iron Spool	EA	1	$ 3,597 87	$ 3,597 87
AFC2518FFOL	18 Flanged Resilient Wedge Duct le Iron Open left GATE Valve	EA	1	$ 10,440 79	$ 10,440 79
FPPXM	8X3'0 Flange X PE Cement Lined Bituminous Tar Duct le Iron Spool	EA	2	$ 489 07	$ 978 14
AFC2508FFOLHW	8 Flanged Resilient Wedge Open left GATE Valve With Hand Wheel ZN	EA	2	$ 910 00	$ 1,820 00
MJ4LA18	18 Mechanical Joint C153 45 BEND Less Accessories	EA	2	$ 833 14	$ 1,666 28
MJRLA1810	18 X 10 Mechanical Joint C153 Reducer less Accessories	EA	2	$ 585 15	$ 1,170 30
18FLGDISMANTI	18" FLG DISMANTLING JOINT	EA	1	$ 2,526 26	$ 2,526 26
FFPXK	8X2'0 Flange X Flange Cement Lined Bituminous Tar Duct le Iron Spool	EA	2	$ 598 40	$ 1,196 80
18XBMJECCRED	18XB MJ ECC RED	EA	2	$ 619 91	$ 1,239 82
FPP18Y	18X9'0 Flange X PE Cement Lined Bituminous Tar Duct le Iron Spool	EA	1	$ 3,073 07	$ 3,073 07
FPP10X	10X8'0 Flange X PE Cement Lined Bituminous Tar Duct le Iron Spool	EA	2	$ 1,276 27	$ 2,552 54
F410	10 Duct le Iron 125# C110 Flange 45 BEND	EA	4	$ 451 00	$ 1,804 00
FPP10M1TAP	10" X 3'0 FLG X FLG SPOOL W/ 1" THRD TAP	EA	2	$ 1,053 33	$ 2,106 66
1X3SSNIP	1X3 SS NIP	EA	2	$ 13 71	$ 27 42
SS4CTCG	1 Stainless Steel 304 150# Thread Coupling	EA	2	$ 6 81	$ 13 62
SS4CTBGD	1 X 1/2 Stainless Steel 304 150# Thread Bushing	EA	2	$ 5 33	$ 10 66
1/2X3SSNIP	1/2X3 SS NIP	EA	16	$ 10 24	$ 163 84
FNW200AD	1/2 Stainless Steel 1000# Threaded 2 Piece Full Port BV Locking Lever	EA	4	$ 36 76	$ 147 04
SS4CTTD	1/2 Stainless Steel 304 150# Thread Tee	EA	5	$ 5 21	$ 26 05
SS4CTBDB	1/2 x 1/4 Stainless Steel 304 150# Thread Bushing	EA	2	$ 2 62	$ 5 24
FNWXLFG0300L	Lead Law Compliant Not Certified Liquid 2-1/2 Steel BR Gauge 0-300 1/4 Medium	EA	2	$ 44 65	$ 89 30
SS4CT9D	1/2 Stainless Steel 304 150# Thread 90 Elbow	EA	2	$ 3 84	$ 7 68
PFXBVHBD	Lead Law Compliant LFNP 1/2 MIP HOSE BIBB BV	EA	2	$ 14 00	$ 28 00
RDJ4001010501101	0 DISMANTLING Joint	EA	4	$ 1,164 80	$ 4,659 20
W375DALF10	Lead Law Compliant 10 Reduced Port Detector Assembly With Outside Stem & Yoke VEA	EA	2	$ 12,755 00	$ 25,510 00
FFP10M2TAP	10" X 3'0 FLG X FLG SPOOL W/ 2" THRD-O-LET TAP	EA	2	$ 1,332 27	$ 2,664 54
2X3SSNIP	2X3 SS NIP	EA	8	$ 28 62	$ 228 96
FNW200AK	2 Stainless Steel 1000# Threaded 2 Piece Full Port BV Locking Lever	EA	2	$ 222 55	$ 445 10
A145C2K	2 Combination Air RELEASE Valve	EA	2	$ 668 74	$ 1,337 48
SS4CTTK	2 Stainless Steel 304 150# Thread Tee	EA	2	$ 33 53	$ 67 06
SS4CTSPK	2 Stainless Steel 304 150# Thread SQ PLUG	EA	2	$ 12 29	$ 24 58
2X12SSMIP	2" X 12" SS NIP	EA	2	$ 101 16	$ 202 32
SS4CT9K	2 Stainless Steel 304 150# Thread 90 Elbow	EA	6	$ 23 14	$ 138 84
2X24SSNIP	2" X 24" SS NIP	EA	2	$ 212 37	$ 424 74
SS4CTCAPK	2 Stainless Steel 304 150# Thread Cap	EA	2	$ 14 57	$ 29 14
SSBS	Stainless Steel BUG Screen	FT	2	$ 13 87	$ 27 74
S31700121214000	12-10X2 Iron Pipe Double Saddle 10 64 12 12	EA	2	$ 93 51	$ 187 02
SS4CTBKD	2 X 1/2 Stainless Steel 304 150# Thread Bushing	EA	4	$ 17 38	$ 69 52
SS4CTCAPD	1/2 Stainless Steel 304 150# Thread Cap	EA	2	$ 2 56	$ 5 12
FPP10W	10X7'0 Flange X PE Cement Lined Bituminous Tar Duct le Iron Spool	EA	2	$ 1,147 20	$ 2,294 40
MJTLA16	16 Mechanical Joint C153 Tee Less Accessories	EA	1	$ 1,103 01	$ 1,103 01
PPP16K	16" X 2'0 PE X PE SPOOL	EA	1	$ 514 13	$ 514 13
MJRLA1610	16 X 10 Mechanical Joint C153 Reducer Less Accessories	EA	2	$ 387 02	$ 774 04
MJ90LA16	16 Mechanical Joint C153 90 BEND Less Accessories	EA	2	$ 787 11	$ 1,574 22
MJSCAPLA16	16 Mechanical Joint C153 Solid Cap Less Accessories	EA	1	$ 282 42	$ 282 42

14) Meter Assembly

Alt 1	Name	UM	Qty	Final Bid Price	Extended Bid Price
AFC2518MMLADLI	18 Mechanical Joint Resilient Wedge Ductile Iron Open left	EA	1	$ 12,819 99	$ 12,819 99
MJTLA18	18 Mechanical Joint C153 Tee less Accessories	EA	4	$ 1,646 40	$ 6,585 60
MJRLA1812	18 X 12 Mechanical Joint C153 Reducer Less Accessories	EA	1	$ 574 78	$ 574 78
AFC2512MMLAOL	12 Mechanical Joint Resilient Wedge Ductile Iron Open left	EA	1	$ 2,200 00	$ 2,200 00
MJSCAPLA12	12 Mechanical Joint C153 Solid Cap Less Accessories	EA	1	$ 140 69	$ 140 69
MJLSLA18	18 X 15 Mechanical Joint C153 Long Sleeve less Accessories	EA	4	$ 668 39	$ 2,673 56
MJRLA18X	18 X 8 Mechanical Joint C153 Reducer Less Accessories	EA	2	$ 738 51	$ 1,477 02
FPP1811	18X11'0 Flange X PE Cement Lined Bituminous Tar Ductile Iron	EA	1	$ 3,597 87	$ 7,195 74
FPPXP	8X4'0 Flange X PE Cement Lined Bituminous Tar Ductile Iron	EA	2	$ 705 14	$ 1,410 28
AFC2518FFOL	18 Flanged Resilient Wedge Duct le Iron Open Left GATE Valve	EA	1	$ 12,819 99	$ 12,819 99
RDJ4001B1375110	0 Dismantling Joint	EA	1	$ 2,526 26	$ 2,526 26
FFPXK6	8X2'6 Flange X Flange Cement Lined Bituminous Tar Duct le Iron	EA	1	$ 526 86	$ 526 86
RB750WDMWEA	8 Magnetic Flow Meter 8750	EA	1	$ 4,302 67	$ 4,302 67
FFPXG6	8X1'6 Flange X Flange Cement Lined Bituminous Tar Duct le Iron	EA	1	$ 408 00	$ 408 00
RDJ4000B1350180	D DISMANTLING Joint	EA	1	$ 816 87	$ 816 87
MJ4LA18	18 Mechanical Joint C153 45 BEND Less Accessories	EA	2	$ 833 14	$ 1,666 28
MJRLA1810	18 X 10 Mechanical Joint C153 Reducer Less Accessories	EA	2	$ 585 15	$ 1,170 30
SDMCPEP18	18 SIGMA FOSTER ADPT W/ MJ ACC KIT	EA	2	$ 552 44	$ 1,104 88
FPP1012	10X12'0 Flange X PE Cement Lined Bituminous Tar Duct le Iron	EA	4	$ 2,157 71	$ 8,630 84
F410	10 Ductile Iron 125# C110 Flange 45 BEND	EA	4	$ 451 00	$ 1,804 00
E2110	10 MEGAFLANGE Flange Adapter	EA	4	$ 349 72	$ 1,398 88
FPP10M	10X3'0 Flange X PE Cement Lined Bituminous Tar Ductile Iron	EA	4	$ 758 86	$ 3,035 44
W375DALF10	Lead Law Compliant 10 Reduced Port Detector Assembly With	EA	2	$ 12,755 00	$ 25,510 00
MJRLA1610	16 X 10 Mechanical Joint C153 Reducer Less Accessories	EA	2	$ 387 02	$ 774 04
SDMCPEP16	16 SIGMA FOSTER ADPT W/ MJ ACC KIT	EA	4	$ 436 19	$ 1,744 76
MJ9LA16	16 Mechanical Joint C153 90 BEND Less Accessories	EA	2	$ 787 11	$ 1,574 22
MJTLA16	16 Mechanical Joint C153 Tee Less Accessories	EA	1	$ 1,103 01	$ 1,103 01
MJSCAPLA16	16 Mechanical Joint C153 Solid Cap Less Accessories	EA	1	$ 282 42	$ 282 42
SPVCPK4016N	"CVR" 16 PVC STARGRIP SER 4000 W/AC	EA	27	$ 632 46	$ 17,076 42
SPVCPK4016N	"CVR" 16 PVC STARGRIP SER 4000 W/AC	EA	2	$ 348 28	$ 696 56
SPVCPK4012G2	12 PVC SGRIP SERIES 4000 G2 W/ ACC	EA	4	$ 169 04	$ 676 16
SSGOPPK10N	MECHANICAL JOINT WEDGE RESTRAINTS FOR DUCTILE IRON	EA	4	$ 104 33	$ 417 32
FNWNBSZ11B	1B ZN 150# Flange NUT/BLT Set	EA	3	$ 83 92	$ 251 76
FNWR1FPGA18	18 Red Rubber 1/8 Full Face 150# Gasket	EA	3	$ 22 64	$ 67 92
FNWNBGZ1RF81D	10 ZN 150# RR FF 1/8 Flange Package	EA	12	$ 47 84	$ 574 08
FNWNBGZ1RF88X	8 ZN 150# RR FF 1/8 Flange Package	EA	7	$ 29 15	$ 204 05
ITOL36MG	36 - 3 X 1 Forged Steel 3000# TOL	EA	2	$ 9 82	$ 19 64
SS6CTBGD	1 X 1/2 Stainless Steel 316 150# Thread Bushing	EA	2	$ 6 96	$ 13 92
SS46NDM	1/2X3 S40 316L WLD NIP TBE	EA	10	$ 5 50	$ 55 00
FNW200AD	1/2 Stainless Steel 1000# Threaded 2 Piece Full Port BV Locking	EA	4	$ 30 87	$ 123 48
SS6CTTD	1/2 Stainless Steel 316 150# Thread Tee	EA	2	$ 7 40	$ 14 80
SS6CTCDB	1/2 X 1/4 Stainless Steel 316 150# Thread Coupling	EA	2	$ 5 45	$ 10 90
FNWXLFG0200L	Lead Law Compliant Not Certified Liquid 2-1/2 Steel BR Gauge 0-	EA	2	$ 44 65	$ 89 30
SS6CT9D	1/2 Stainless Steel 316 150# Thread 90 Elbow	EA	2	$ 5 71	$ 11 42
PFXMMHDFN	Lead Law Compliant 1/2 MIP X 3/4 MHT Brass HOSE Adapter	EA	2	$ 6 70	$ 13 40
S31700121214000	12-10X2 Iron Pipe Double Saddle 10 64 12 12	EA	2	$ 93 51	$ 187 02
SGNKM	2 X 3 Galvanized Steel Nipple	EA	4	$ 11 10	$ 44 40
M759T08LF	Lead Law Compliant 2 Forever Brass 600 # WOG IPS Threaded	EA	2	$ 99 85	$ 199 70
SGCK	2 Galvanized Malleable Iron 150# Coupling	EA	2	$ 22 19	$ 44 38
A0040K	2 Combination Air RELEASE Valve	EA	2	$ 668 74	$ 1,337 48
P40SMAJ	1-1/2 PVC Schedule 40 Slip X Male Adapter	EA	2	$ 1 35	$ 2 70
P40BEPJ20	1-1/2 X 20 FT PVC Schedule 40 BE Pipe	C	40	$ 222 13	$ 88 85
P4059K	2 PVC Schedule 40 Slip X Slip 90 Elbow	EA	4	$ 2 90	$ 11 60
PLS3605	LINK Sealant With Stainless Steel NUT & BLT	EA	1,140	$ 18 28	$ 2,193 60
PLS5005	LINK Sealant With Stainless Steel NUT & BLT	EA	36	$ 33 43	$ 1,203 48
CSSVP	4 Stainless Steel Vent w/ Screen	EA	1	$ 3,007 15	$ 3,007 15
C10X10CV	10' x 10' Concrete Vault w/ Hatch & Sump	EA	1	$ 21,364 12	$ 21,364 12
14) Meter Assembly					$ 158,517.99

4x3SSGOOSENE	4" X 3" OSS GOOSENECK W/ SS SCREEN	EA	1	$	831.25	$	831.25		
SS9208	8 Adjustable Pipe Saddle Support	EA	2	$	135.71	$	271.42		
SDMCPEP18	18 SIGMA FOSTER ADPT W/ MJ ACC KIT	EA	2	$	552.44	$	1,104.88		
AM59230	10 Adjustable Pipe Saddle Support	EA	4	$	178.57	$	714.28		
MJBGP16	16 Mechanical Joint C153 Bolt Gasket Pack less GLAND	EA	2	$	75.78	$	151.56		
SSGDP10N	MECHANICAL JOINT WEDGE RESTRAINTS FOR DUCTILE IRON PIPE 10 SGRIP SERIES 30(	EA	4	$	64.50	$	258.00		
SSGDP18AP	18 Ductile Iron Restraint Series 3000 With Accessories	EA	27	$	316.62	$	8,548.74		
SSGDP16	16 Ductile Iron Mechanical Joint Restraint 3000 Series	EA	2	$	172.44	$	344.88		
SDMCPEP16	16 SIGMA FOSTER ADPT W/ MJ ACC KIT	EA	4	$	436.19	$	1,744.76		
SSGDP12	12 3000 Series Ductile Iron Mechanical Joint STARGRIP Restraint	EA	4	$	86.29	$	345.16		
MJBGP12	12 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	EA	4	$	31.01	$	124.04		
MJBGP10	10 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	EA	4	$	29.82	$	119.28		
S600TSAL	38X120X64 Aluminum Enclosure Backflow Preventer Less Heater	EA	1	$	5,565.00	$	5,565.00		
SSGDP08N	MECHANICAL JOINT WEDGE RESTRAINTS FOR DUCTILE IRON PIPE 8 SGRIP SERIES 300(	EA	2	$	39.77	$	79.54		
MJBGPX	8 Mechanical Joint C153 Bolt Gasket Pack less GLAND	EA	2	$	22.55	$	45.10		
BGS1508	18 150# Bolt and Full Face Gasket Set	EA	3	$	106.24	$	318.72		
BGS1510	10 150# Bolt and Full Face Gasket Set	EA	20	$	33.43	$	668.60		
BGS150X	8 150# Bolt and Full Face Gasket Set	EA	7	$	18.25	$	127.75		
PLS525S	LINK Sealant With Stainless Steel NUT & BLT	EA	34	$	25.54	$	868.36		
PLS400S	LINK Sealant With Stainless Steel NUT & BLT	EA	18	$	12.69	$	228.42		
172) METER & BACKFLOW PREVENTION STATION						$	132,742.80		
Original BID		Total				$	1,033,682.75	Revised from DI to PVC	Total $ 1,245,911.83

Change Order Amount $ 212,229.08

Commissioners Court - Regular Session **34.**

Meeting Date: 10/04/2022

21IFB15 Thrall Project (S. Bounds Street) Change Order #3 (Final Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $5,000 for Project 21IFB15 Thrall Project (S. Bounds Street) (Chasco Constructors) P: 374 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net increase of $5,000.00 to the Contract amount, for an adjusted Contract total of $825,323.80. The original Contract amount was $889,988.00. As a result of this and all Change Orders to-date, the Contract has been decreased by $64,664.20, resulting in an 7.27% net decrease in the Contract cost. No additional days will be added to the Contract, as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

21IFB15-Thrall Project-CO#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:40 AM
Form Started By: Julissa Vasquez		Started On: 09/28/2022 07:16 AM
Final Approval Date: 09/29/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 3

1. CONTRACTOR: **Chasco Constructors**

2. Change Order Work Limits: Sta. **207+34** to Sta. **323+50**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***21IFB15***
Roadway:	***Thrall - Bounds Street***
CSJ Number:	

5. Describe the work being revised:

2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditons not accounted for in the original plans.

6. Work to be performed in accordance with Items: **see attached**

7. New or revised plan sheet(s) are attached and numbered: **None**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 9.26.22

By

Typed/Printed Name EDWARD FENG

Typed/Printed Title VP

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$5,000.00**

RECOMMENDED FOR EXECUTION:

9/27/2022
Project Manager Date

N/A
Design Engineer Date

9/27/2022
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *3* ***Project #*** *21IFB15*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
466-6005	HEADWALL (CH-FW-0)(24IN)	EA	$5,000.00	0.00	$0.00	1.00	1.00	$5,000.00	$5,000.00
TOTALS					$0.00			$5,000.00	$5,000.00

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Bounds Street Improvements (Thrall)
Williamson County Project No. 21IFB15

Change Order No. 3

Reason for Change

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net increase of $5,000.00 to the Contract amount, for an adjusted Contract total of $825,323.80. The original Contract amount was $889,988.00. As a result of this and all Change Orders to-date, the Contract has been decreased by $64,664.20, resulting in an 7.27% net decrease in the Contract cost. No additional days will be added to the Contract, as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Commissioners Court - Regular Session **35.**

Meeting Date: 10/04/2022

1812-282 Seward Junction Improvements CO#13 (Final Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 13 in the amount of $371.75 for Project 1812-282 Seward Junction Improvements (Jordan Foster Construction) P: 271, P274 Funding Source: Road Bond.

Background

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

This Change Order results in a net increase of $371.75 to the Contract amount, for an adjusted Contract total of $12,839,851.12. The original Contract amount was $13,270,258.10. As a result of this and all Change Orders to-date, $430,406.98 has been deducted from the Contract, resulting in a 3.24% net decrease in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1812-282 Seward Junction Improvements CO#13

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:43 AM
Form Started By: Julissa Vasquez		Started On: 09/29/2022 07:00 AM
Final Approval Date: 09/29/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 13

1. CONTRACTOR: **Jordan Foster Construction**

2. Change Order Work Limits: Sta. **12+99** to Sta. **378+00**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***1812-282***
Roadway:	***Seward Junction***
CSJ Number:	

5. Describe the work being revised:

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

6. Work to be performed in accordance with Items: **See attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 9-28-2022
Jordan Foster Construction LLC

By _____

Typed/Printed Name John Goodrich, P.E.

Typed/Printed Title Executive Vice President

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount added by this change order: **$371.75**

RECOMMENDED FOR EXECUTION:

_____ 9/28/2022
Project Manager Date

N/A
Design Engineer Date

_____ 9/28/2022
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *13* ***Project #*** *1812-282*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
SEWARD JUNCTION SOUTHWEST (P No. 274)									
552-6001	WIRE FENCE (TY A)	LF	$9.50	1,800.00	$17,100.00	(7.00)	1,793.00	$17,033.50	($66.50)
SEWARD JUNCTION SOUTHWEST ALTERNATE #2 (P No. 274)									
247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	$28.00	18,264.00	$511,392.00	94.00	18,358.00	$514,024.00	$2,632.00
SEWARD JUNCTION SOUTHEAST (P No. 271)									
166-6002	FERTILIZER	TON	$1,300.00	4.30	$5,590.00	0.13	4.43	$5,759.00	$169.00
432-6001	RIPRAP (CONC)(4IN)	CY	$360.00	139.00	$50,040.00	0.50	139.50	$50,220.00	$180.00
550-6001	CHAIN LINK FENCE (INSTALL) (6')	LF	$23.00	343.00	$7,889.00	(343.00)	0.00	$0.00	($7,889.00)
SEWARD JUNCTION SOUTHEAST ALTERNATE #2 (P No. 271)									
360-6005	CONC PVMT (CONT REIN-CRCP) (11")	SY	$58.75	23,842.00	$1,400,717.50	91.00	23,933.00	$1,406,063.75	$5,346.25
TOTALS					$1,992,728.50			$1,993,100.25	$371.75

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Seward Junction Improvements
Williamson County Project No. 1812-282

Change Order No. 13
Reason for Change

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

This Change Order results in a net increase of $371.75 to the Contract amount, for an adjusted Contract total of $12,839,851.12. The original Contract amount was $13,270,258.10. As a result of this and all Change Orders to-date, $430,406.98 has been deducted from the Contract, resulting in a 3.24% net decrease in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Commissioners Court - Regular Session **36.**

Meeting Date: 10/04/2022

Ronald Reagan Widening CP&Y Contract Amendment No. 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the Ronald Reagan Widening project contract between Williamson County and CP&Y, Inc. relating to the 2019 Road Bond Program. Project: P336 Fund Source: Road Bonds

Background

CP&Y Contract Amendment No. 2 increases the contract compensation cap by $300,000.00 from $3,000,000.00 to $3,300,000.00. The increase will allow for the execution of a future Supplemental Work Authorization to address safety improvement design at the intersection of Ronald Reagan and Elizabeth Parkway, schematic updates due to Corridor I1 revisions, and additional design and coordination for drainage structures, and a new Work Authorization for construction phase services. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ReaganWidening-CPY-Amendment2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/29/2022 11:11 AM
Form Started By: Marie Walters		Started On: 09/28/2022 05:45 PM
Final Approval Date: 09/29/2022		

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Ronald Reagan Boulevard Widening ("Project")

THIS CONTRACT AMENDMENT NO. _2_ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and __CP&Y, Inc.___ (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective August 13, 2019 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 3,000,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $ 3,000,000.00 to $ 3,300,000.00.

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

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

ENGINEER:

By: _____
Signature

Robin Handel, PE
Printed Name

Senior Vice President
Title

9/22/2022
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

9/27/2022

Commissioners Court - Regular Session **37.**

Meeting Date: 10/04/2022

Road Bond and Corridor Utility Coordination CFA Contract Amendment No. 4

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the Utility Coordination/Relocation Services contract between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Corridor and Road Bond Programs. Project: On-Call. Fund Source: Corridor & Road Bonds.

Background

This Contract Amendment No. 4 increases the compensation cap by $3,000,000.00 from $5,500,000.00 to $8,500,000.00. This will allow the utility coordinator Cobb, Fendley & Associates to continue providing utility coordination and engineering services on an on-call basis for the Corridor and Road Bond Program projects through July 2023. This increase includes $180,085.22 for FY22 Road Bond activities, so they can meet end of fiscal year billing. The remainder is based on an estimated average monthly invoicing of around $200,000.00 for FY23. This Amendment also adjusts their Exhibit D Rate Schedule based on the CPI Adjustment Calculation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

OnCallUC-CFA-PSAAmendment4

FY22RoadBondUC-CFA-WA07Supp02

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/29/2022 12:47 PM
Form Started By: Marie Walters		Started On: 09/29/2022 11:00 AM
Final Approval Date: 09/29/2022		

CONTRACT AMENDMENT NO. 4
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Utility Coordination for Corridor & Road Bond Programs ("Project")

THIS CONTRACT AMENDMENT NO. 4 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective July 16, 2019 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $5,500,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $5,500,000.00 to $8,500,000.00.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

ENGINEER:

By: Sandra G Khoury
Signature

Sandra G. Khoury, P.E.
Printed Name

Senior Vice President
Title

September 28, 2022
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

9/29/2022

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
July 2019 PSA SIGNED	247.250
August 2022	287.168
DELTA	116.14%

EXHIBIT D

RATE SCHEDULE

Cobb, Fendley & Associates, Inc.
Effective October 2022

Senior Project Manager	$272.94/HR
Senior Engineer	$226.48/HR
Project Engineer III	$197.45/HR
Project Engineer II	$174.22/HR
Project Engineer I	$145.18/HR
Senior Technician	$168.41/HR
Technician III	$145.18/HR
Technician II	$133.57/HR
Technician I	$110.34/HR
Licensed State Land Surveyor	$272.94/HR
Registered Professional Land Surveyor	$197.45/HR
4 Person Field Services Crew	$220.68/HR
3 Person Field Services Crew	$197.45/HR
2 Person Field Services Crew	$168.41/HR
1 Person Field Services Crew	$139.37/HR
2 Person Hy-Drone Crew	$394.89/HR
2 Person UAV Drone Crew	$272.94/HR
Field Construction Observer	$127.76/HR
Senior Utility Specialist	$180.02/HR
Utility Specialist	$145.18/HR
GIS Manager	$197.45/HR
GIS Analyst	$139.37/HR
Right-of-Way Project Manager	$272.94/HR
Right-of-Way Agent	$162.60/HR
Administrative	$121.95/HR
Clerical	$92.92/HR

SUBSURFACE UTILITY ENGINEERING

One-Man Designating Crew (4-Hour Minimum)	$127.76/HR
Two-Man Designating Crew (4-Hour Minimum)	$197.45/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)	$342.63/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	$365.86/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	$301.98/HR
Closed Circuit Television (CCTV) with 2 Technicians	$325.21.HR
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Designation & Traffic Control Vehicles	$3.50/Mile
Location Vehicles	$6.50/Mile

EXHIBIT D

RATE SCHEDULE
(continued)

Cobb, Fendley & Associates, Inc.
Effective October 2022

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm) ..... At Cost
Courier, Special Equipment Rental ..... At Cost
Mileage (Standard Car or Truck) ..... IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person) ..... IRS Approved Rate
Title Plant Charges ..... At Cost
Other Misc. Expenses Related to the Project ..... At Cost
In-House Reproduction:

- Copies (Up to 11" x 17") $0.15/Each
- Color Prints (Up to 11" x 17") $1.50/Each
- Color Prints (Up to 11" x 17") ..... $3.00/Sq. Ft.
- Bluelines (All Sizes) $1.00/Each
- Bond Prints (All Sizes) $2.00/Each

Approved 7/16/2019 PSA

EXHIBIT D

RATE SCHEDULE
(continued)

Hydro Spy, LLC
Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Round Trip Mobilization	$1,120.00/day
Pot Hole &Trench Excavations w/ Backfill	$3,820.00/day
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/16/2019 PSA

EXHIBIT D

RATE SCHEDULE
(continued)

Clean Harbors Environmental Services, Inc.
Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Hydrovac - Tri-Drive with Operator & Helper (4-Hour Minimum)	$215.00/HR
3rd Party Backfill & Restoration (as required)	At Cost
Dump Fee	$140.00/Each
Water	$36.00/LOAD
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Location Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/21/2020
PSA Amendment #1

EXHIBIT D

RATE SCHEDULE
(continued)

Badger Daylighting Corporation
Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Badger Hydrovac with Operator (10-hour port to port day)	$2,380.00/DAY
Badger Hydrovac with Operator Overtime (any time over 10-hour day)	$265.00/HR
Additional Operator (remote job or backfill work)	$50.00/HR
Additional Operator Overtime (remote work or backfill work over 10-hours)	$65.00/HR
3rd Party Service (Backfilling) (as required by job)	At Cost
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Location Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/21/2020
PSA Amendment #1

EXHIBIT D

RATE SCHEDULE
(continued)

Underground Services, Inc. (SOFTDIG)
Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Two-man Designation Crew_QL-B (4-Hour Minimum).....$175.00/HR
Vacuum Excavation Truck with 2 Technicians_QL-A (4-Hour Minimum).....$295.00/HR
Mobilization & Demobilization.....$100/HR
Pavement Coring..... $60.00/CORE
Flag Person.....$65.00/HR
Traffic Control Officer.....At Cost
Traffic Control (Lane Closures, etc.).....At Cost
Permits (Local, State, etc.).....At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/21/2020
PSA Amendment #1

EXHIBIT D

RATE SCHEDULE
(continued)

The Rios Group, Inc.
Effective October 2022

New Sub-Consultant

SUBSURFACE UTILITY ENGINEERING

Utility Designation/Investigation/Mapping (1,000 LF Minimum)	$1.76/LF
Test Hole 0 Feet - 5Feet	$1,315.00/EA
Test Hole Over 5 Feet to 8 Feet	$1,600.00/EA
Test Hole Over 8 Feet to 13 Feet	$1,995.00/EA
Test Hole Over 13 Feet to 20 Feet	$2,575.00/EA
Test Hole Over 20 Feet	$3,025.00/EA
Pavement Coring	$370.00/EA
Permits (Local, State, etc.)	At Cost
Traffic Control Plans, Signs, Barricades	At Cost
Select Backfill and pavement restoration	At Cost
Vacuum excavation truck mobilization and demobilization	$5.00/mile
Designating and/or other survey vehicle mobilization and demobilization	$2.25/mile
Traffic control vehicle mobilization and demobilization	$2.00/mile

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE
(continued)

McGray & McGray Land Surveyors, Inc. New Sub-Consultant
Effective October 2022

SURVEYING

One Person (1) Field Crew	$120.75/HR
Two Person (2) Field Crew	$173.25/HR
Three Person (3) Field Crew	$204.75/HR
One Person (1) GPS/RTK Crew	$173.25/HR
Two Person (2) GPS/RTK Crew	$231.00/HR
Three Person (3) GPS/RTK Crew	$262.50/HR
Terrestrial LIBAR Scanner	$100/HR
Additional Crew/Rod Person	$47.25/HR
Flagger	$47.25/HR
UAS LiBAR Unit-day rate	$4,500.00
Mobile Mapping Unit-day rate	$9,000.00

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE
(continued)

Landmark Surveying, LP
Effective October 2022

New Sub-Consultant

SURVEYING

Three Person (3) Field Crew.....$208.00/HR
Two Person (2) Field Crew.....$182.00/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE
(continued)

GGE Design and Consulting, LLC
Effective October 2022

New Sub-Consultant

UTILITY COORDINATION & ENGINEERING

Project Manager	$193.20/HR
Sr. Project Engineer	$151.20/HR
CAD Technician	$73.50/HR
Sr. CAD Technician	$98.70/HR
Administrative	$52.50/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for ALL Urban Consumers, AL Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 7

WILLIAMSON COUNTY ROAD BOND PROJECT:
Utility Coordination for Road Bond Program

This Supplemental Work Authorization No. 2 to Work Authorization No. 7 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 7 dated effective October 28, 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 maximum amount payable for services under the Work Authorization is hereby increased from $1,879,602.74 to $2,059,687.96.

II. The Work Authorization shall terminate on September 30, 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).

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, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Sandra G. Khoury, P.E.
Printed Name

Senior Vice President
Title

September 27, 2022
Date

COUNTY:

By: _____
Signature

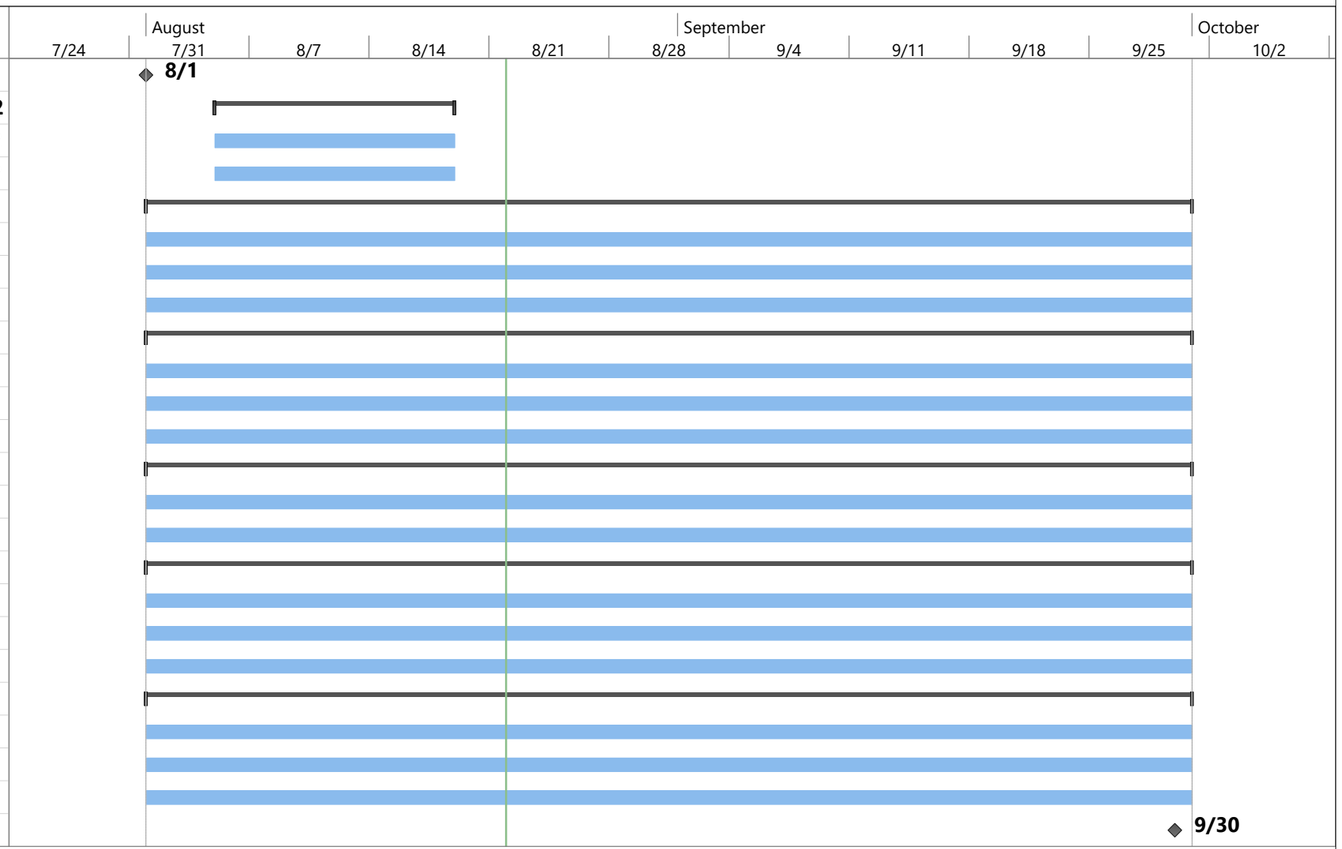
_____
Printed Name

_____
Title

_____
Date

9/29/2022

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Mon 8/1/22	Mon 8/1/22
2	**UTILITY PROGRAM MANAGEMENT**	**10 days**	**Fri 8/5/22**	**Thu 8/18/22**
3	ANNUAL UTILITY MEETING	10 days	Fri 8/5/22	Thu 8/18/22
4	UTILITY AGREEMENT FORMS	10 days	Fri 8/5/22	Thu 8/18/22
5	**PROGRAM MANAGEMENT AND COORDINATION**	**45 days**	**Mon 8/1/22**	**Fri 9/30/22**
6	PROJECT QA/QC	45 days	Mon 8/1/22	Fri 9/30/22
7	WEEKLY PROJECT STATUS MEETINGS & REPORTS	45 days	Mon 8/1/22	Fri 9/30/22
8	PROJECT DOCUMENTATION	45 days	Mon 8/1/22	Fri 9/30/22
9	**UTILITY ADJUSTMENT COORDINATION**	**45 days**	**Mon 8/1/22**	**Fri 9/30/22**
10	UTILITY COORDINATION ACTIVITIES & MEETINGS	45 days	Mon 8/1/22	Fri 9/30/22
11	UTILITY AGREEMENT ASSEMBLIES	45 days	Mon 8/1/22	Fri 9/30/22
12	UTILITY TRACKING	45 days	Mon 8/1/22	Fri 9/30/22
13	**SUBSURFACE UTILITY ENGINEERING**	**45 days**	**Mon 8/1/22**	**Fri 9/30/22**
14	QUALITY LEVEL B	45 days	Mon 8/1/22	Fri 9/30/22
15	QUALITY LEVEL A	45 days	Mon 8/1/22	Fri 9/30/22
16	**UTILITY ENGINEERING**	**45 days**	**Mon 8/1/22**	**Fri 9/30/22**
17	UTILITY LAYOUT	45 days	Mon 8/1/22	Fri 9/30/22
18	CONFLICT ASSESSMENT	45 days	Mon 8/1/22	Fri 9/30/22
19	INDIVIDUAL UTILITY MEETINGS	45 days	Mon 8/1/22	Fri 9/30/22
20	**UTILITY PLANNING AND RESEARCH**	**45 days**	**Mon 8/1/22**	**Fri 9/30/22**
21	UTILITY DATA COLLECTION	45 days	Mon 8/1/22	Fri 9/30/22
22	EVALUATION OF UTILITY DATA	45 days	Mon 8/1/22	Fri 9/30/22
23	RIGHT-OF-WAY COORDINATION	45 days	Mon 8/1/22	Fri 9/30/22
24	Work Authorization Termination	0 days	Fri 9/30/22	Fri 9/30/22



Project: WilCo_SWA2_WA7_UC_
Date: Mon 8/22/22

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Attachment D

Fee Schedule

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Senior Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Senior Utility Specialist	Utility Specialist	Senior Technician	Technician III	Technician II	Technician I	Right-of-Way Project Manager	Right-of-Way Agent	Registered Professional Land Surveyor	2-Person Field Services Crew	1-Person Field Services Crew	Two-Man Designating Crew (4 hr min)	One-Man Designating Crew (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 3000 & 4000) (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 6000) (4 hr min)	Ground Penetrating Radar w/ 1 Tech (4 hr min)	Administrative	Clerical	Total Hours	Total Cost
	$246.49	$204.54	$178.31	$157.34	$131.11	$162.58	$131.11	$152.09	$131.11	$120.62	$99.65	$246.49	$146.85	$178.31	$152.09	$125.87	$178.31	$115.38	$309.43	$330.41	$272.72	$110.14	$83.91		
UTILITY PROGRAM MANAGEMENT	4	4	0	0	2	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	**20**	$ 3,251.58
PROJECT MANAGEMENT AND COORDINATION	8	45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	**61**	$ 11,847.50
UTILITY ADJUSTMENT COORDINATION	5	42	0	16	38	80	80	38	11	16	0	0	0	0	0	0	0	0	0	0	0	4	4	**334**	$ 50,745.70
UTILITY ENGINEERING	5	42	0	38	60	45	48	8	28	44	0	0	0	0	0	0	0	0	0	0	0	0	2	**320**	$ 47,640.93
UTILITY DESIGN	6	16	16	24	38	0	0	10	0	12	0	0	0	0	0	0	0	0	0	0	0	8	2	**132**	$ 20,380.16
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	2	6	0	0	24	8	8	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	**55**	$ 8,144.65
RIGHT-OF-WAY (ROW) COORDINATION	2	4	0	0	5	16	8	0	0	0	0	4	6	0	0	0	0	0	0	0	0	0	2	**47**	$ 7,651.73
SUBSURFACE UTILITY ENGINEERING (SUE)	4	6	0	0	0	4	8	6	6	8	10	0	0	5	8	5	16	10	10	4	4	0	2	**116**	$ 19,992.08
Total Hours	**36**	**165**	**16**	**78**	**167**	**155**	**156**	**67**	**45**	**80**	**10**	**4**	**6**	**5**	**8**	**5**	**16**	**10**	**10**	**4**	**4**	**12**	**26**	**1,085**	
Cost	$8,874	$33,749	$2,853	$12,273	$21,895	$25,200	$20,453	$10,190	$5,900	$9,650	$997	$986	$881	$892	$1,217	$629	$2,853	$1,154	$3,094	$1,322	$1,091	$1,322	$2,182		**$ 169,654.33**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Copies (up to 11"x17")	$ 0.15	each	45	$6.75
Color Prints (up to 11"x17")	$ 1.50	each	45	$67.50
Color Prints (Larger than 11"x17")	$ 3.00	sq. ft.	45	$135.00
Standard Postage (billed at cost - estimated cost shown)	$ 0.58	each	8	$4.64
Express Mail (billed at cost - estimated cost shown)	$ 28.00	each	3	$84.00
Local Deliveries (billed at cost - estimated cost shown)	$ 35.00	each	3	$105.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.560	mile	1550	$868.00
Outside Firm (SOFTDIG, Badger Daylighting Corp, Clean Harbors Environmental Services) (billed at cost - estimated cost shown)	$ 2,380.000	day	2	$4,760.00
Designation & Traffic Control Vehicle	$ 3.50	mile	40	$140.00
Location Vehicle (Vac Truck)	$ 6.50	mile	40	$260.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	$ 1,500.00	each	2	$3,000.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	$ 500.00	each	2	$1,000.00
				$10,430.89

Work Authorization Total	**$ 180,085.22**

Commissioners Court - Regular Session **38.**

Meeting Date: 10/04/2022

2019 Road Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2019 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer $1,500,000 from P399 (2019 Road Bond Non-Departmental) to P390 (CR 401/CR 404 Improvements) and $6,000,000 from P399 (2019 Road Bond Non-Departmental) to P277 (CR 258).

Background

Please see the attached memo for more detail on the funds being transferred.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2022 12:00 PM
Form Started By: Tomika Lynce		Started On: 09/28/2022 09:58 AM
Final Approval Date: 09/28/2022		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

September 20, 2022

Re: 2019 Road Bond Budget Adjustment

Dear Ms. Lynce,

Please make the following budget adjustment to the 2019 Road Bond Program:

- Move $1,500,000.00 from P399 Unallocated Interest to P390 CR 401/CR 404, CR 402 Improvements, Future County Road (Samsung Highway).
- Move $6,000,000.00 from P399 Unallocated Interest to P277 CR 258 for construction.

If you have any questions, please let me know.

Thank you.

Michael J. Weaver

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **39.**

Meeting Date: 10/04/2022

Southeast Loop Condemnation Resolution

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 10.32 acres required for the construction of Southeast Loop Segment 2 (Alex Vacle Gola Sr./Parcel 34) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:41 AM
Form Started By: Charlie Crossfield		Started On: 09/28/2022 02:48 PM
Final Approval Date: 09/29/2022		

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 10.32 acres (Parcel 34) described by metes and bounds in Exhibit "A" owned by **ALEX VACLE GOLA, SR.** for the purpose of constructing, reconstructing, maintaining, and operating the Southeast Loop Segment 2 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 tract 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.: 34
Tax ID: R020599
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 2, 2022

PROPERTY DESCRIPTION FOR PARCEL 34

DESCRIPTION OF A 10.320 ACRE (449,515 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING OF A REMAINDER OF A CALLED 24.17 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ALEX VACLE GOLA, SR., APRIL 4, 2003 IN DOCUMENT NO. 2003030744, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 10.320 ACRE (449,515 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BGE INC" found 793.55 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 1,274+32.57 on the existing south right-of-way of F.M. 1660, variable width right-of-way, as depicted on Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, for the most northerly northeast corner of a called 25.01 acre tract of land, described as Tract 1 in a deed to Starlight Homes Texas L.L.C., recorded in Document No. 2021074553, O.P.R.W.C.TX., same being the northwest corner of said remainder of a called 24.17 acre tract;

THENCE S 07°47'03" W, departing the existing south right-of-way of said F.M. 1660, with a common line of said Tract 1 and said remainder of a called 24.17 acre tract, a distance of 747.02 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,161,894.93, E=3,179,760.96) set 230.00 feet left of Southeast Loop E.C.S 270+00.93 on the proposed north right-of-way line of Southeast Loop, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the right;

1) **THENCE** departing a common line of said Tract 1 and said remainder of a called 24.17 acre tract, with the proposed north right-of-way line of said Southeast Loop and said curve to the right, over and across said remainder of a called 24.17 acre tract, having a radius of 3,905.00 feet, through a delta of 13°29'18", an arc length of 919.30 feet, and a chord which bears N 60°01'23" E, a distance of 917.18 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 278+66.08 on the existing south right-of-way of said F.M. 1660;

2) **THENCE** S 63°36'21" E, departing the proposed north right-of-way line of said Southeast Loop, with the existing south right-of-way of said F.M. 1660, a distance of 61.85 feet to a 1/2-inch iron rod found, for the northwest corner of a called 110.56 acre tract of land, described as Tract 3 in said deed to Starlight Homes Texas L.L.C., same being the northeast corner of said remainder of a called 24.17 acre tract and the parcel described herein;

THENCE departing the existing south right-of-way of said F.M. 1660, with the common line of said Tract 3 and said remainder of a called 24.17 acre tract, the following two (2) courses and distances numbered 3-4:

3) S 07°37'07" W, a distance of 473.70 feet to a calculated point, and

4) S 07°55'04" W, a distance of 14.78 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. 276+41.39 on the proposed south right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein, said point being the beginning of a curve to the left;

THENCE with the said proposed south right-of-way line of Southeast Loop, over and across said remainder of a called 24.17 acre tract, the following two (2) courses and distances numbered 5-6:

5) With said curve to the left, having a radius of 3,445.00 feet, through a delta of 02°08'25", an arc length of 128.68 feet, and a chord which bears S 62°11'38" W, a distance of 128.68 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 right of Southeast Loop E.C.S. 275+04.11, said point being the beginning of a curve to the left, and

6) With said curve to the left, passing at an arc distance of 832.80 feet a calculated point 176.00 feet right of Southeast Loop E.C.S. 266+36.68, for the beginning of a Control of Access (C.O.A.), and continuing for a total arc distance of 880.19 feet, through a delta of 05°22'35", having a radius of 9,380.00 feet, and a chord which bears S 58°26'08" W a distance of 879.86 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 172.39 feet right of Southeast Loop E.C.S. 265+89.43 on a common line of said Tract 1 and said remainder of a called 24.17 acre tract, for the southwest corner of the parcel described herein, for the end of a C.O.A.;

PAGE INTENTIONALLY LEFT BLANK

7) **THENCE** N 07°47'03" E, departing the proposed south right-of-way line of Southeast Loop, with a common line of said Tract 1 and said remainder of a called 24.17 acre tract, a distance of 579.31 feet to the **POINT OF BEGINNING**, and containing 10.320 acres (449,515 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.

**Unable to set at the time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

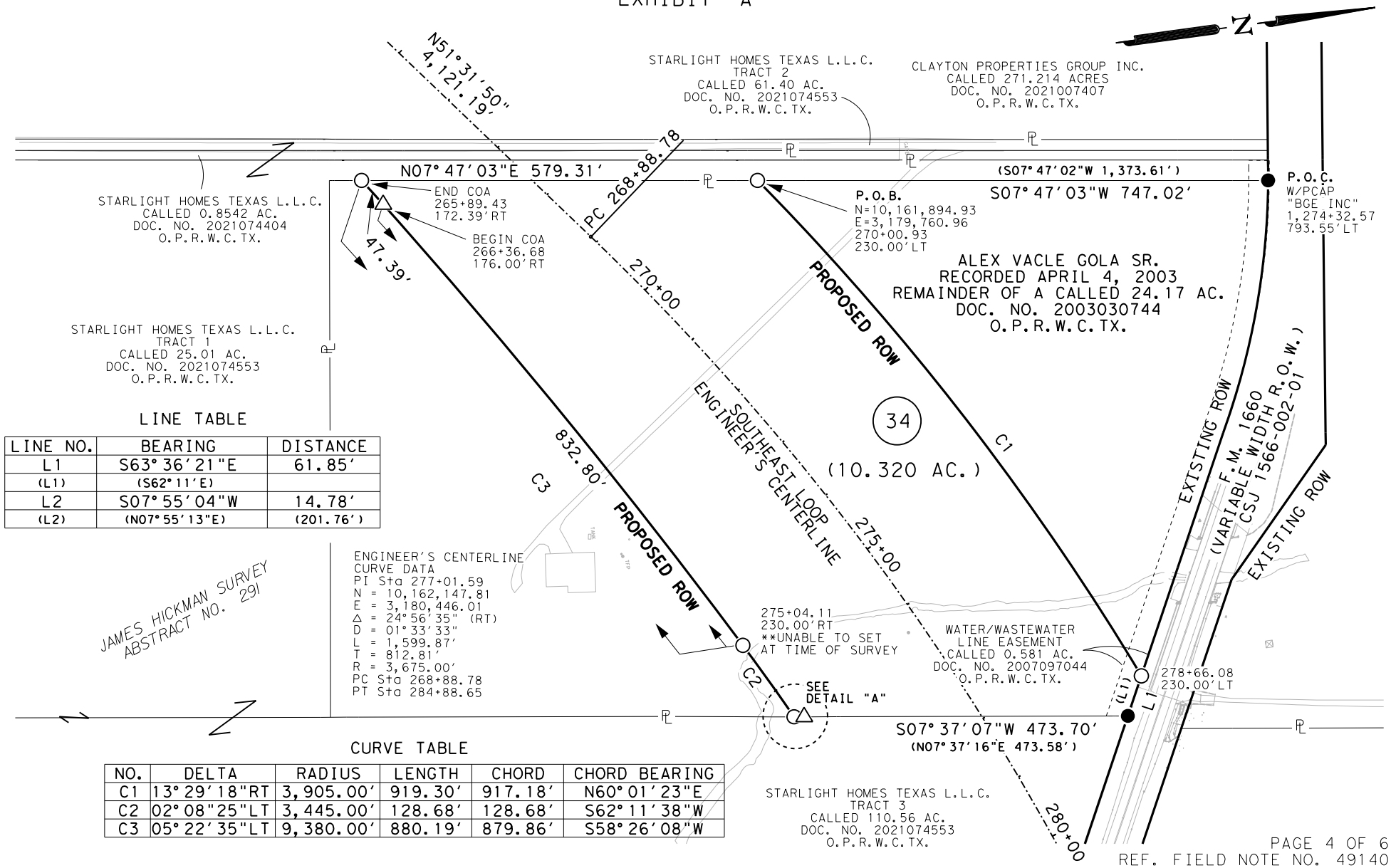
Scott C. Brashear 09/02/2022

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	S63°36'21"E	61.85'
(L1)	(S62°11'E)	
L2	S07°55'04"W	14.78'
(L2)	(N07°55'13"E)	(201.76')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°29'18"RT	3,905.00'	919.30'	917.18'	N60°01'23"E
C2	02°08"25"LT	3,445.00'	128.68'	128.68'	S62°11'38"W
C3	05°22'35"LT	9,380.00'	880.19'	879.86'	S58°26'08"W

REF. FIELD NOTE NO. 49140

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\34\PLAT\03\P-34.dgn

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

				REMAINING	6.169 AC. LEFT
EXISTING	*23.249 AC.	ACQUIRE	10.320 AC.	REMAINING	6.760 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
ALEX VACLE GOLA SR.
TAX ID: R020599
PARCEL 34
10.320 AC. (449,515 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159136, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 2, 2022, AND ISSUED DATE FEBRUARY 11, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.): (3) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED.

1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 281, PAGE 603, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 282, PAGE 393, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 353, PAGE 40, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 353, PAGE 41, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. CHANNEL EASEMENT GRANTED TO STATE OF TEXAS, ACTING THROUGH THE STATE HIGHWAY COMMISSION, AS DESCRIBED IN VOLUME 386, PAGE 369, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. WATER/WASTEWATER LINE EASEMENT GRANTED TO THE CITY OF HUTTO, TEXAS, AS DESCRIBED IN DOCUMENT NO. 2007097044, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-03-21-9J AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ALEX VACLE GOLA, SR. OF RECORD IN DOCUMENT NO. 2019043486, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET EASEMENT, UNABLE TO PLOT, MAY AFFECT)

8. TERMS, CONDITIONS, AND STIPULATIONS IN OIL, GAS AND MINERAL LEASE: RECORDED: VOLUME 2403, PAGE 483, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (DOES NOT AFFECT)

9. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:
(1) ALL RIGHT, TITLE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.
(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.
(LOAN POLICY ONLY)
10. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

11. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

12. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

13. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

14. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

15. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

16. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

REF. FIELD NOTE NO. 49140
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\34\PLAT\03\P-34.dgn

				REMAINING	6.169 AC. LEFT
EXISTING	*23.249 AC.	ACQUIRE	10.320 AC.	REMAINING	6.760 AC. RIGHT

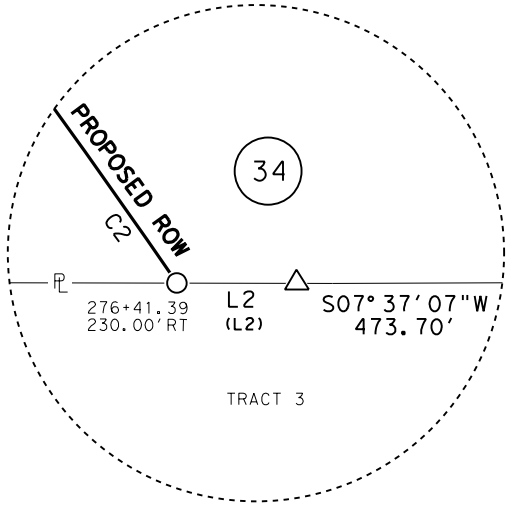
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ALEX VACLE GOLA SR.
TAX ID: R020599
PARCEL 34
10.320 AC. (449,515 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
——\——	DEED LINE (COMMON OWNERSHIP)
-I|||——	CONTROL OF ACCESS

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 WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159136, EFFECTIVE DATE FEBRUARY 2, 2022, AND ISSUED DATE FEBRUARY 11, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

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.

**UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 49140

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.

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\34\PLAT\03\P-34.dgn

EXISTING	*23.249 AC.	ACQUIRE	10.320 AC.	REMAINING	6.169 AC. LEFT
				REMAINING	6.760 AC. RIGHT

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

09/02/2022

DATE

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
ALEX VACLE GOLA SR.
TAX ID: R020599
PARCEL 34
10.320 AC. (449,515 SQ. FT.)

Commissioners Court - Regular Session **40.**

Meeting Date: 10/04/2022

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 Donald G. Lee and Katherine S. Lee for 0.597 acres of ROW and 0.012 acres for a temporary construction easement needed on Southeast Loop Segment 2. (Parcel 38) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/29/2022 10:42 AM
Form Started By: Charlie Crossfield		Started On: 09/28/2022 03:04 PM
Final Approval Date: 09/29/2022		

REAL ESTATE CONTRACT
Southeast Loop (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **DONALD G. LEE AND KATHERINE S. LEE** (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 0.597-acre (25,987 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas, being a portion of Lot 8 Brushy Point Estates Subdivision recorded in Cabinet O, Slide 73, Plat Records of Williamson County, Texas, described in a deed to Donald G. Lee and Katherine S. Lee recorded April 27, 2000, in Document No. 2000027086 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 38);**

All of that certain 0.012-acre (532 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas, being a portion of Lot 8 Brushy Point Estates Subdivision recorded in Cabinet O, Slide 73, Plat Records of Williamson County, Texas, described in a deed to Donald G. Lee and Katherine S. Lee recorded April 27, 2000, in Document No. 2000027086 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein **(Parcel 38TCE);**

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&B", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of SEVENTY-FIVE THOUSAND and 00/100 Dollars ($75,000.00).

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 October 25, 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 to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", and deliver a duly executed and acknowledged Temporary Construction Easement document, conveying such interest in and to the portion of the Property identified therein in Exhibit "B", both free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Temporary Construction Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause 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 September 1, 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.

[signature page follows]

SELLER:

Donald G. Lee

Donald G. Lee

Date: 9/23/2022

Address: 1796 County 134
Hutto, Texas 78634

Katherine S. Lee

Katherine S. Lee

Date: 9/22/2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

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

EXHIBIT "A"

County: Williamson
Parcel No.: 38
Tax ID: R368467
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 27, 2022

PROPERTY DESCRIPTION FOR PARCEL 38

DESCRIPTION OF A 0.597 ACRE (25,987 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF LOT 8, OF BRUSHY POINT ESTATES SUBDIVISION, RECORDED IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO DONALD G. LEE AND KATHERINE S. LEE, RECORDED APRIL 27, 2000 IN DOCUMENT NO. 2000027086, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.597 ACRE (25,987 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 727.71 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 302+59.01 on the existing west right-of-way line of C.R. 134, variable width right-of-way, no record information found, for the northeast corner of Lot 7, of said Brushy Point Estates subdivision, described in a deed to Andria K. Copeland and Brandon N. Copeland, recorded in Document No. 2018092034, O.P.R.W.C.TX., same being the southeast corner of said Lot 8;

THENCE N 82°15'58" W, with the common line of said Lot 8 and said Lot 7, a distance of 644.26 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,131.18, E=3,182,489.34) set 494.09 feet right of Southeast Loop E.C.S 296+58.60 on the proposed south right-of-way line of Southeast Loop, for the southeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 82°15'58" W, with the proposed south right-of-way line of said Southeast Loop, same being the common line of said Lot 8 and said Lot 7, a distance of 86.97 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 462.56 feet right of Southeast Loop E.C.S 295+77.54 on the east line of a called 100 acre tract of land, described as Tract 1 in a deed to William O. Kirk, recorded in Document No. 2016118539, O.P.R.W.C.TX., for the northwest corner of said Lot 7, same being the southwest corner of said Lot 8 and the parcel described herein;

2) **THENCE** N 07°53'30" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said Lot 8 and said 100 acre tract, a distance of 298.50 feet to a 1/2-inch iron rod found, for the southwest corner of Lot 9, of said Brushy Point Estates subdivision, described in a deed to Yury Tier and Marcelo Tier, recorded in Document No. 2016122635, O.P.R.W.C.TX., same being the northwest corner of said Lot 8 and the parcel described herein;

3) **THENCE** S 82°15'58" E, departing the common line of said Lot 8 and said 100 acre tract, with the common line of said Lot 8 and said Lot 9, a distance of 87.15 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 216.27 feet right of Southeast Loop E.C.S 297+67.77 on the proposed south right-of-way line of said Southeast Loop, for the northeast corner of the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 38
Tax ID: R368467
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

4) **THENCE** S 07°55'32" W, departing the common line of said Lot 8 and said Lot 9, with the proposed south right-of-way line of said Southeast Loop, over and across said Lot 8, a distance of 298.50 feet to the **POINT OF BEGINNING**, and containing 0.597 acres (25,987 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.

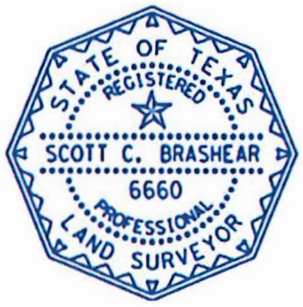
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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.

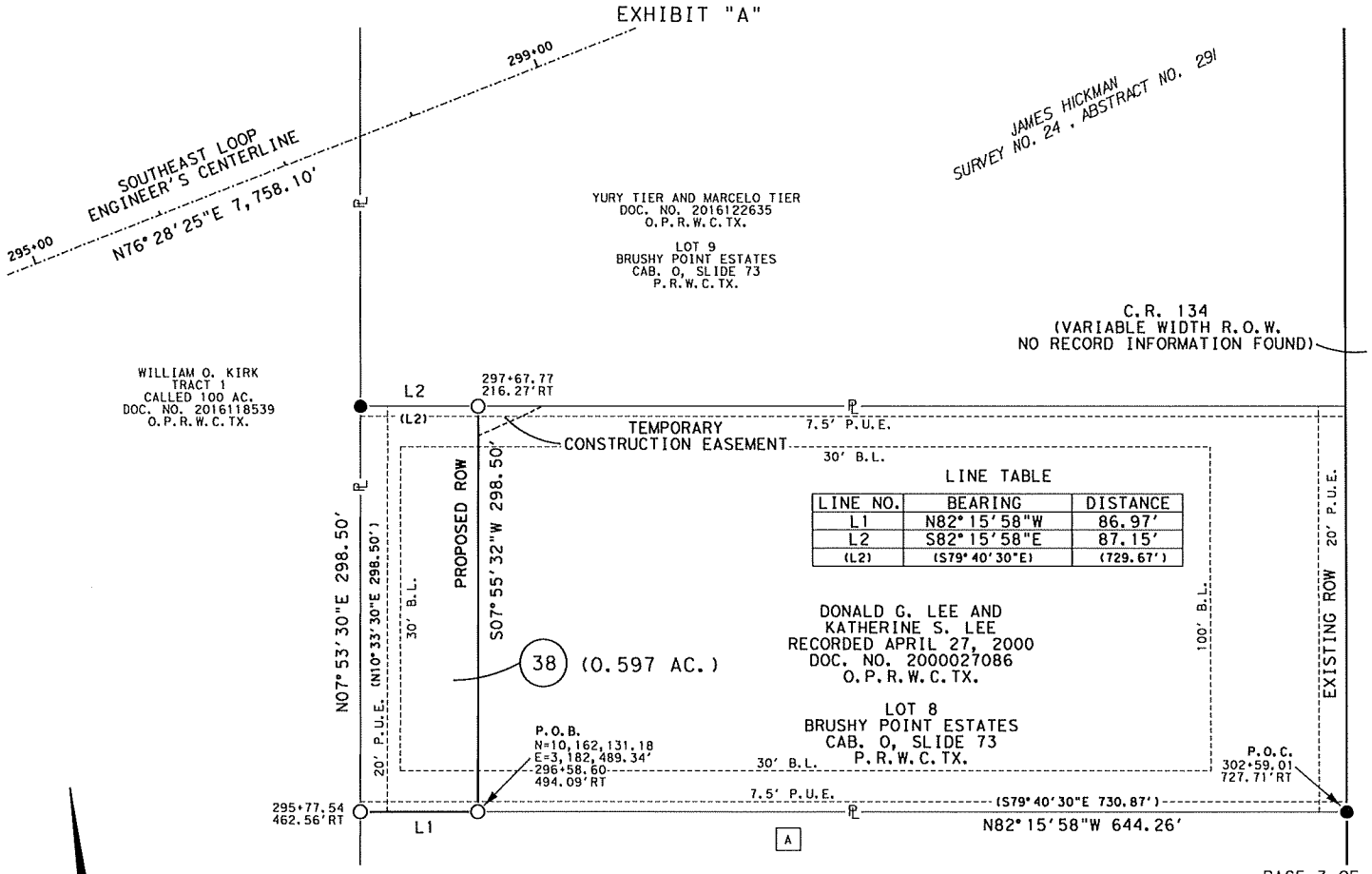
Scott C. Brashear 9/27/2022

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	N82° 15' 58"W	86.97'
L2	S82° 15' 58"E	87.15'
(L2)	(S79° 40' 30"E)	(729.67')

PAGE 3 OF 5
REF. FIELD NOTE NO. 49098

FILE:\\somlnc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\38\PLAT\01\P-38.dgn

EXISTING	*5.007 AC.	ACQUIRE	0.597 AC.	REMAINING	4.410 AC. RIGHT

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
DONALD G. LEE AND KATHERINE S. LEE
TAX ID: R368497
PARCEL 38
0.597 AC. (25,987 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159145, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. 20' PUBLIC UTILITY EASEMENT RESERVED ALONG THE FRONT STREET SIDE PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

2. 20' PUBLIC UTILITY EASEMENT RESERVED ALONG THE REAR PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

3. 7.5' PUBLIC UTILITY EASEMENT RESERVED ALONG THE SIDE PROPERTY LINES, AS SHOWN ON THE PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

4. BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

5. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN DOCUMENT NO. 9660508, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

6. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 282, PAGE 386, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND MID STATE TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 585, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

8. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 15, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

9. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

10. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

11. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

12. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

13. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

REF. FIELD NOTE NO. 49098
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\38\PLAT\01\P-38.dgn

EXISTING	*5.007 AC.	ACQUIRE	0.597 AC.	REMAINING	4.410 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
DONALD G. LEE AND KATHERINE S. LEE
TAX ID: R368497
PARCEL 38
0.597 AC. (25,987 SQ. FT.)

LEGEND

EXHIBIT "A"

○	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)

[A]

ANDRIA K. COPELAND AND
BRANDON N. COPELAND
DOC. NO. 2018092034
O.P.R.W.C.TX.

LOT 7
BRUSHY POINT ESTATES
CAB. O, SLIDE 73
P.R.W.C.TX.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159145, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
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.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/27/2022

DATE

REF. FIELD NOTE NO. 49098

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\38\PLAT\01\P-38.dgn

EXISTING	*5.007 AC.	ACQUIRE	0.597 AC.	REMAINING	4.410 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
DONALD G. LEE AND KATHERINE S. LEE
TAX ID: R368497
PARCEL 38
0.597 AC. (25,987 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: TCE-38
Tax ID: R368467
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 28, 2022

PROPERTY DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT 38

DESCRIPTION OF A 0.012 ACRE (532 SQ. FT.) EASEMENT LOCATED IN THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF LOT 8, OF BRUSHY POINT ESTATES SUBDIVISION, RECORDED IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO DONALD G. LEE AND KATHERINE S. LEE, RECORDED APRIL 27, 2000 IN DOCUMENT NO. 2000027086, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.012 ACRE (532 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 727.71 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 302+59.01 on the existing west right-of-way line of C.R. 134, a variable width right-of-way, no record information found, for the northeast corner of Lot 7, of said Brushy Point Estates subdivision, described in a deed to Andria K. Copeland and Brandon N. Copeland, recorded in Document No. 2018092034, O.P.R.W.C.TX., same being the southeast corner of said Lot 8;

THENCE N 07°42'02" E, departing the common line of said Lot 8 and said Lot 7, with the existing west right-of-way line of said C.R. 134, a distance of 298.50 feet to a calculated point, for the northeast corner of said Lot 8, same being the southeast corner of Lot 9, of said Brushy Point Estates subdivision, described in a deed to Yury Tier and Marcelo Tier, recorded in Document No. 2016122635, O.P.R.W.C.TX., from which a 1/2-inch iron rod found bears N 24°55'42" W, a distance of 0.25 feet;

THENCE N 82°15'58" W, departing the existing west right-of-way line of said C.R. 134, with the common line of said Lot 8 and said Lot 9, a distance of 594.83 feet to a calculated point (Surface Coordinates: N=10,162,420.33, E=3,182,578.32) 233.77 feet right of Southeast Loop E.C.S 298+12.74, for the east corner and the **POINT OF BEGINNING** of the easement described herein, said point being the beginning of a curve to the right;

1) **THENCE**, departing the common line of said Lot 8 and said Lot 9, with said curve to the right, over and across said Lot 8, an arc distance of 53.10, through a delta of 00°19'18", having a radius of 9,460.00 feet, and a chord that bears S 73°16'40" W, a distance of 53.10 to a calculated point 236.73 feet right of Southeast Loop E.C.S 297+59.73 on the proposed south right-of-way line of Southeast Loop, for the south corner of the easement described herein;

2) **THENCE** N 07°55'32" E, with the proposed south right-of-way line of said Southeast Loop, a distance of 21.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 216.27 feet right of Southeast Loop E.C.S 297+67.77 on the common line of said Lot 8 and said Lot 9, for the north corner of the easement described herein;

EXHIBIT "B"

County: Williamson
Parcel No.: TCE-38
Tax ID: R368467
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

3) **THENCE** S 82°15'58" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said Lot 8 and said Lot 9, a distance of 48.26 feet to the **POINT OF BEGINNING**, and containing 0.012 acres (532 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

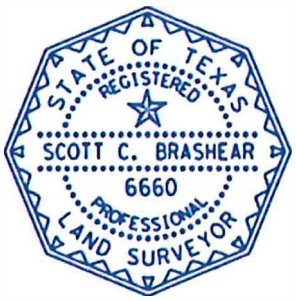
Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same 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.

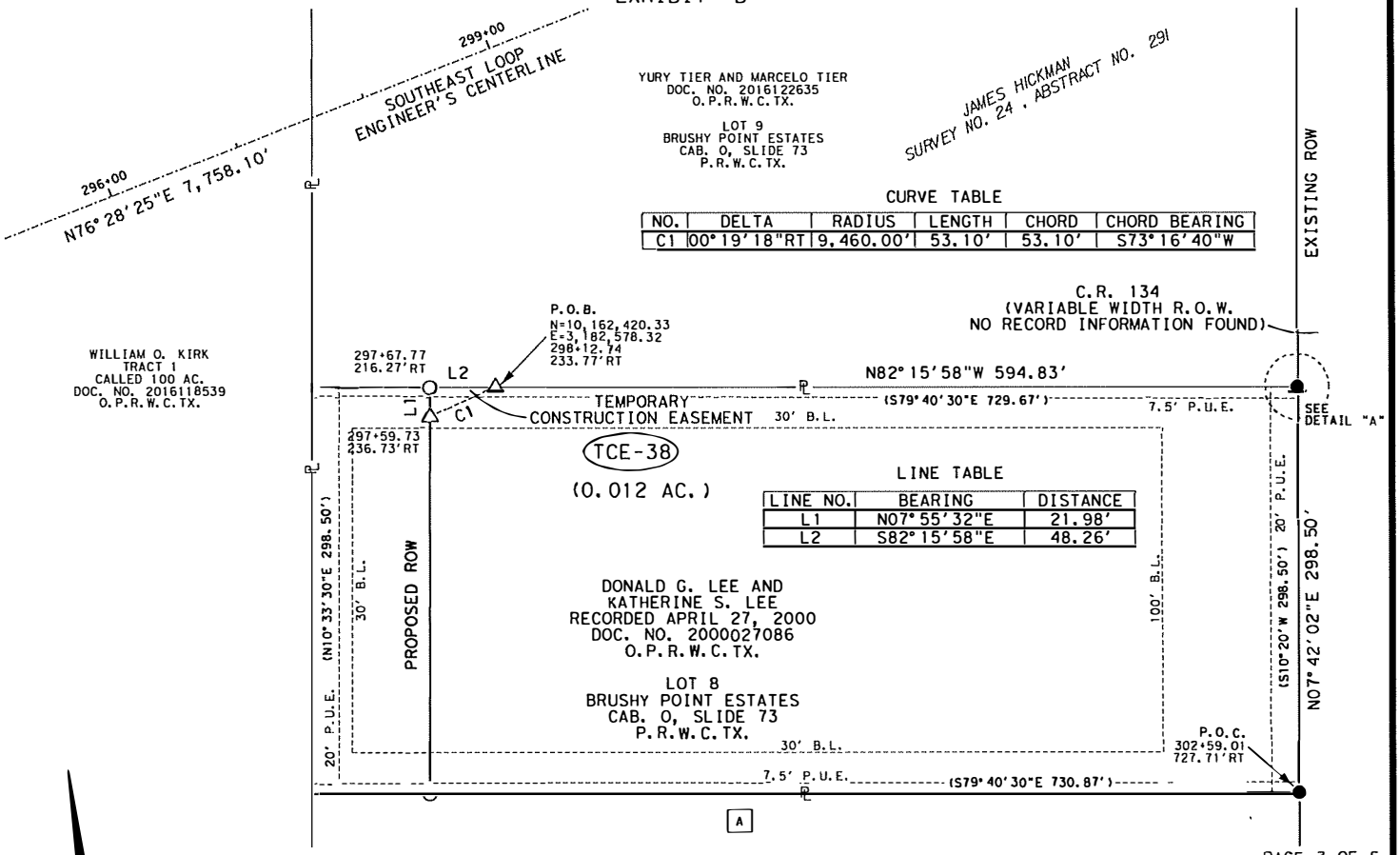
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 9/28/2022
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "B"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00° 19' 18"RT	9,460.00'	53.10'	53.10'	S73° 16' 40"W

PAGE 3 OF 5
REF. FIELD NOTE NO. 49102

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\38\PLAT\01\TCE-38\TCE-38.dgn

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

EXISTING	ACQUIRE	REMAINING
*5.007 AC.	0.000 AC.	5.007 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
DONALD G. LEE AND KATHERINE S. LEE
TAX ID: R368467
TCE-38
0.012 AC. (532 SQ. FT.)

EXHIBIT "B"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159145, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. 20' PUBLIC UTILITY EASEMENT RESERVED ALONG THE FRONT STREET SIDE PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

2. 20' PUBLIC UTILITY EASEMENT RESERVED ALONG THE REAR PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

3. 7.5' PUBLIC UTILITY EASEMENT RESERVED ALONG THE SIDE PROPERTY LINES, AS SHOWN ON THE PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

4. BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET O, SLIDE 73, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

5. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN DOCUMENT NO. 9660508, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

6. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 282, PAGE 386, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND MID STATE TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 585, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

8. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 15, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

9. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

10. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

11. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

12. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

13. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

REF. FIELD NOTE NO. 49098
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\3B\PLAT\01\TCE-38\TCE-38.dgn

EXISTING	*5.007 AC.	ACQUIRE	0.597 AC.	REMAINING	4.410 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
DONALD G. LEE AND KATHERINE S. LEE
TAX ID: R368497
PARCEL 38
0.597 AC. (25,987 SQ. FT.)

EXHIBIT "B"

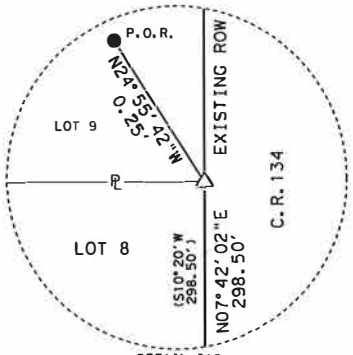
LEGEND

○	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)

[A]

ANDRIA K. COPELAND AND
BRANDON N. COPELAND
DOC. NO. 2018092034
O.P.R.W.C.TX.

LOT 7
BRUSHY POINT ESTATES
CAB. O, SLIDE 73
P.R.W.C.TX.



DETAIL "A"
NOT TO SCALE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159145, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
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.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REF. FIELD NOTE NO. 49102

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\3B\PLAT\01\TCE-3B\TCE-3B.dgn

EXISTING	*5.007 AC.	ACQUIRE	0.000 AC.	REMAINING	5.007 AC. RIGHT

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/28/2022
DATE

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

TEMPORARY CONSTRUCTION
EASEMENT SKETCH
SHOWING PROPERTY OF
DONALD G. LEE AND KATHERINE S. LEE
TAX ID: R368467
TCE-38
0.012 AC. (532 SQ. FT.)

Exhibit "C"

Parcel 38

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 **DONALD G. LEE AND KATHERINE S. LEE** 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 0.597-acre (25,987 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas, being a portion of Lot 8 Brushy Point Estates Subdivision recorded in Cabinet O, Slide 73, Plat Records of Williamson County, Texas, described in a deed to Donald G. Lee and Katherine S. Lee recorded April 27, 2000, in Document No. 2000027086 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 38**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop.

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:

_____

DONALD G. LEE

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by DONALD G. LEE in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

GRANTOR:

_____
KATHERINE S. LEE

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by KATHERINE S. LEE 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 "D"

GRADING TEMPORARY CONSTRUCTION EASEMENT
Southeast Loop (Segment 2)

KNOW ALL PERSONS BY THESE PRESENTS:

That **DONALD G. LEE AND KATHERINE S. LEE** (hereafter referred to as "Grantor"), whether one or more, in consideration of TEN DOLLARS ($10.00) 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 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 notification to Grantor in writing of the requested extension period.

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:

_____
DONALD G. LEE

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by DONALD G. LEE in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
KATHERINE S. LEE

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by KATHERINE S. LEE in the capacity and for the purposes and consideration recited therein.

_____
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 _____ _____, 2022 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:

Meeting Date: 10/04/2022
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

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	09/29/2022 10:42 AM
Form Started By: Charlie Crossfield		Started On: 09/28/2022 03:08 PM
Final Approval Date: 09/29/2022		

Commissioners Court - Regular Session **42.**

Meeting Date: 10/04/2022

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
k) Project Mellencamp

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	09/29/2022 10:42 AM
Form Started By: Charlie Crossfield		Started On: 09/28/2022 03:09 PM
Final Approval Date: 09/29/2022		