NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
December 13, 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 – 26)

3. Discuss, consider and take appropriate action on budget line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Services	$8,000.00
To	0100-0576-003005	Office Furniture	$8,000.00

4. Discuss, consider, and take appropriate action on a line item transfer Extension Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0665-003101	Educational Aides	$518.07
To	0100-0665-001109	Cell Phone Stipend	$420.00
To	0100-0665-002010	FICA	$32.13
To	0100-0665-002020	Retirement	$65.94

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004430	Utilities	$2,000.00
To	0100.0509.003905	Bottle Water	$2,000.00

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

7. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Insurance of one (1) 2014 Chevrolet Tahoe #3758, pursuant to Tx. Local Gov't Code 263.152.

8. Discuss, Consider, and take appropriate action on the appointment of Henry Maldonado as Deputy Constable to fill the vacant position in the Precinct 1 Constable's Office.

9. Discuss, consider and take appropriate action on reappointment of Kelsey Stone to the City of Leander Tax Increment Reinvestment Zone (TIRZ) board for a 2-year term beginning October 1, 2022 and ending on September 30, 2024.

10. Discuss, consider and take appropriate action on reappointment of James Crabtree to Place 1 of the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31st, 2024.

11. Discuss, consider and take appropriate action on reappointment of Dan Clark to Place 2 of the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31st, 2024.

12. Discuss, consider and take appropriate action on appointment of Jason Shaw to Place 3 of the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31st, 2024.

13. Discuss, consider and take appropriate action on reappointment of Feliza Conway to Place 3 of the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31st, 2024.

14. Discuss, consider and take appropriate action on reappointment of Judy Lawler Pokorny to Place 4 of the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31st, 2024.

15. Discuss, consider and take appropriate action on reappointment of Erin Tanner to Place 5 of the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31st, 2024.

16. Discuss, consider, and take appropriate action on approving the filing of the Williamson County Community Supervision and Corrections Department (Adult Probation) FY22 Statement of Financial Position pursuant to the Texas Local Government Code §140.004.

17. Discuss, consider and take appropriate action on approving Agreement #202369 between PetHub, Inc. and Williamson County for 1,500 digital pet ID tags in the amount of $2,470.00, and authorizing execution of the agreement.

18. Discuss, consider, and take appropriate action on approving the purchase of body armor vests and accessories in the amount of $58,314.00 from GT Distributors pursuant to BuyBoard Contract #603-20 and authorizing the purchase.

19. Discuss, consider and take appropriate action on Supplemental Agreement 3 to Amended and Restated Agreement for Design and Engineering Services, as Amended, dated July 19, 2022, with BLGY, Inc. and Williamson County Facilities Department for the Children's Advocacy Center Addition (P530) for $6,065. Funding source is P530.

20. Discuss, consider, and take appropriate action on awarding a Professional Service Agreement under RFQ #21RFSQ2 for Southwest Regional Park Turf Feasibility Study to BLGY, Inc. in the amount up to $31,900.00 and authorize execution of the agreement.

21. Discuss, consider, and take appropriate action on approving Agreement #202373 for Flooring and Related Services at the Criminal Justice Center (CJC) with Flooring Solutions, Inc., an authorized Shaw dealer, in the amount of $21,497.00 pursuant to cooperative Sourcewell Contract #080819-SII and authorizing the purchase.

22. Discuss, consider, and take appropriate action on approving Agreement #202368 for Flooring and Related Services with Flooring Solutions, Inc., an authorized Shaw dealer, for the replacement of flooring in four areas of the Williamson County Jail, 306 W 4th St., Georgetown, TX 78626 in the not-to-exceed amount of $19,439.00 pursuant to cooperative Sourcewell contracts #080819-SII and #080819-TFU and authorizing the purchase.

23. Discuss, consider and take appropriate action on authorizing the Proposal of Pollution Liability Insurance through AIG Storage Tank Third Party Liability for Policy Number PLC000168373 with Commerce and Industry Insurance Company for the term of 12.18.2022 – 12.18.2023, and authorizing execution of the document.

24. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Asphalt Emulsions, under IFB #23IFB20.

25. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids under IFB #23IFB19 Asphalt Cement for Road and Bridge Department.

26. Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Flora Phase 1A subdivision – Precinct 4.

REGULAR AGENDA

27. Discuss and take appropriate action on distribution of funds for the Hutto Education Foundation.

28. Discuss, consider and take appropriate action on reappointment of Commissioner Cynthia Long to the Leander Tax Increment Reinvestment Zone (TIRZ) for a 2-year term beginning on October 1, 2022, and ending on September 30, 2024.

29. Discuss, consider and take appropriate action on the reappointment of James Carmona, Assistant Chief Deputy, Sheriff's Office, Cathy Mendoza, Chief Deputy, District Clerk's Office, and Mike Knipstein, Director of EMS to serve on the Williamson County Benefits Committee for an additional three (3) years, terms to expire on 12/31/25.

30. Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Leander for Infrastructure Improvements to a Phased Reclaimed Water System serving the community for reimbursement under The Amercan Rescue Plan Act (ARPA).

31. Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Cedar Park for Infrastructure improvements to the Brushy Creek Regional Utility Authority Phase 1D Water Treatment Plant Expansion serving the community for reimbursement under The American Rescue Plan Act (ARPA).

32. Discuss, consider and take appropriate action on adopting revised versions of the Williamson County Commissioners Court's Rules of Procedure, Conduct and Decorum and Public Participation Form.

33. Discuss, consider and take appropriate action on approving the purchase of the PURVIS FSAS IP-based alerting systems for Williamson County EMS Stations from PURVIS Systems, Incorporated in the amount of $1,040,955.85 pursuant to HGACBuy Co-op Contract #EC07-20 through RFP #15RFP115, and authorizing execution of the addendum.

34. Discuss, consider, and take appropriate action on approving the Service Contract between Dusty Greene and Williamson County for Wrangler Services, pursuant to Texas Agriculture Code 142.001, and authorizing the execution of the Service Contract

35. Discuss, consider, and take appropriate action on awarding RFP #22RFP148 Construction Manager at Risk (CMAR) for New Headquarters Building to Chasco Contractors, Ltd. L.L.P. and authorize the execution of the agreement. Funding Source is P577.

36. Discuss, consider, and take appropriate action on awarding IFB #23IFB12 CR 245 Reconstruction to the lowest and best bidder, Joe Bland Construction, L.P., in the amount of $6,969,195.21 and authorizing the execution of the agreement. Funding Source is P353.

37. Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of $28,440.00 for Project 22IFB39 CR 111 Westinghouse Rd. (Capital Excavation) P: 292 Funding Source: Road Bond.

38. Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of $276,200.00 for Project 22IFB39 CR 111 Westinghouse Rd. (Capital Excavation) P: 292 Funding Source: Road Bond.

39. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of ($155,246.74) for Project T5045 Hutto Water Line Realignment (Austin Underground, Inc.) P: 390 Funding Source: Road Bond.

40. Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the RM 2243 (183A to SW Bypass) contract between Williamson County and BGE, Inc. relating to the 2019 Road Bond Program.
Project: P326 Funding Source: Road Bonds

41. Discuss, consider and take appropriate action on a purchase contract with Lisa Meadows for 0.744 AC of right of way and 0.347 AC needed for an electric utility easement needed for the Bud Stockton project (Parcel 6). Funding Source: Road Bonds P 307

42. Discuss, consider and take appropriate action on a Possession & Use Agreement with J. Patrick and Lisa M. Harlow for 2.285 Acres needed as right of way on the Bagdad Rd. project (Parcel 2) and 16.010 Acres needed as right of way on the Liberty Hill Bypass project (parcel 47). Funding Source: Road Bonds Bagdad Rd. P343 Liberty Hill Bypass P346

43. Discuss, consider and take appropriate action on a Possession & Use Agreement with James Patrick Harlow for 0.036 Acres needed for right of way on the Bagdad at CR 279 project (Parcel 49). Funding Source: Road Bonds P343

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)."

44. 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 CR 255.
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.

45. 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
l) Project Corgi

46. 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. 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
2. 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
3. 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
4. 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
5. 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
6. 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
7. 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

8. 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
9. 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
10. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
11. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
12. 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
13. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
14. 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
15. 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
16. 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
17. 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
18. 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
19. 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.
6. Legal matters relating to Office of the Attorney General Ruling #OR2022-35056 and Attorney General Opinion KP-411.

47. 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).

48. 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).

49. 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).

50. Discuss and take appropriate action concerning economic development.

51. Discuss and take appropriate action concerning real estate.

52. 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.

b. Litigation:

1. 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
2. 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
3. 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
4. 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
5. 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
6. 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
7. 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
8. 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
9. 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
10. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
11. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
12. 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
13. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
14. 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
15. 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
16. 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
17. 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

18. 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

19. 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.
6. Legal matters relating to Office of the Attorney General Ruling #OR2022-35056 and Attorney General Opinion KP-411.

53. 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.

54. Comments from Commissioners.

55. 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 8th day of December 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: 12/13/2022

Budget Line Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a line item transfer in the amount of $8,000.00 from Residential Services to Office Furniture. This transfer will cover expenses for replacement furniture for youth in our care. This transfer should cover expenses in this line item for the remainder of this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Services	$8,000.00
To	0100-0576-003005	Office Furniture	$8,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2022 03:27 PM
Budget Office	Saira Hernandez	12/07/2022 03:59 PM
Form Started By: Denise Carlson		Started On: 12/06/2022 08:13 AM
Final Approval Date: 12/07/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 12/13/2022

Senior Administrative Specialist

Submitted By: Amy Hays, Extension Service

Department: Extension Service

Agenda Category: Consent

Information

Agenda Item

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

Background

Background:

Extension service is requesting a line transfer due to additional staff added.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0665-003101	Educational Aides	$518.07
To	0100-0665-001109	Cell Phone Stipend	$420.00
To	0100-0665-002010	FICA	$32.13
To	0100-0665-002020	Retirement	$65.94

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2022 03:28 PM
Budget Office	Saira Hernandez	12/08/2022 10:51 AM
Form Started By: Amy Hays		Started On: 12/06/2022 10:07 AM
Final Approval Date: 12/08/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 12/13/2022

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for bottled water.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004430	Utilities	$2,000.00
To	0100.0509.003905	Bottle Water	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/08/2022 10:52 AM
Budget Office	Saira Hernandez	12/08/2022 11:59 AM
Form Started By: Gina Wrehsnig		Started On: 12/08/2022 10:32 AM
Final Approval Date: 12/08/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 12/13/2022

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Bilingual Stipends

Bilingual Stipend LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	12/08/2022 08:35 AM
County Judge Exec Asst.	Becky Pruitt	12/08/2022 09:41 AM
Form Started By: Kayla Marek		Started On: 12/08/2022 08:25 AM
Final Approval Date: 12/08/2022		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Facilities Management	General Maintenance Tech II.0229.001100.	13018	$49,722.94	$994.47	2.00	$50,717.41	-	MERIT	23-Dec-22
Facilities Management	Asst Office Administrator.0247.001100.	13361	$59,255.85	$592.55	1.00	$59,848.40	-	MERIT	23-Dec-22
Facilities Management	General Maintenance Tech II.0241.001100.	15996	$40,266.41	$805.33	2.00	$41,071.74	-	MERIT	23-Dec-22
Facilities Management	General Maintenance Tech II.0238.001100.	15812	$39,783.00	$1,591.32	4.00	$41,374.32	-	MERIT	23-Dec-22
Facilities Management	Senior Contract Coordinator.0224.001100.	14581	$79,931.02	$1,598.74	2.00	$81,529.76	-	MERIT	23-Dec-22
Facilities Management	Gen Maintenance Supervisor.0227.001100.	15638	$57,336.76	$573.30	1.00	$57,910.06	-	MERIT	23-Dec-22
Facilities Management	Gen Maintenance Supervisor.0239.001100.	14599	$55,748.94	$1,114.88	2.00	$56,863.82	-	MERIT	23-Dec-22
Juvenile Services	Juv Supervision Offcr I.1740.001100.	16095	$44,141.70	$1,765.67	4.00	$45,907.37	-	MERIT	23-Dec-22
Juvenile Services	Juv Supervision Offcr I.1115.001100.	15817	$44,141.70	$1,765.67	4.00	$45,907.37	-	MERIT	23-Dec-22
Juvenile Services	Juv Probation Officer I.1152.001100.	15586	$50,100.96	$1,503.03	3.00	$51,603.99	-	MERIT	23-Dec-22
Juvenile Services	Juv Facility Supervisor.1139.001100.	15300	$55,730.83	$1,671.92	3.00	$57,402.76	-	MERIT	23-Dec-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0509	001100	7270.59	
01	0100	0509	001130		7270.59
01	0100	0576	001100	6706.29	
01	0100	0576	001130		6706.29

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0509-Facilities Management	0231	16248	$51,161.24	$51,161.24	$52,185.39	$51,161.24	$1,024.15	N/A	Reallocation of position budget to facilitate external new hire as allowed by policy. Surplus salary from PCN 0231 and 1725 to PCN 2039.	12/23/2022
0509-Facilities Management	1725	16145	$90,890.02	$90,890.02	$91,338.23	$90,890.02	$448.21	N/A	Reallocation of position budget to facilitate external new hire as allowed by policy. Surplus salary from PCN 0231 and 1725 to PCN 2039.	12/23/2022
0509-Facilities Management	2039	vacant	N/A	N/A	$58,582.52	$60,054.88	N/A	$1,472.36	Reallocation of position budget to facilitate external new hire as allowed by policy. Surplus salary from PCN 0231 and 1725 to PCN 2039.	12/23/2022
0494-Purchasing	1701	15536	N/A	N/A	N/A	N/A	N/A	N/A	FLSA Change Only- Reclassification of position from Non-Exempt to Exempt status. Change requested and supported by HR due to review under FLSA Exemption Test.	12/23/2022
0494-Purchasing	1805	14126	N/A	N/A	N/A	N/A	N/A	N/A	FLSA Change Only- Reclassification of position from Non-Exempt to Exempt status. Change requested and supported by HR due to review under FLSA Exemption Test.	12/23/2022

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0494-Purchasing	1217	16032	N/A	N/A	N/A	N/A	N/A	N/A	FLSA Change Only- Reclassification of position from Non-Exempt to Exempt status. Change requested and supported by HR due to review under FLSA Exemption Test.	12/23/2022
0499 - Tax Assessor	1450	vacant	N/A	N/A	$45,303.46	$42,615.85	$2,687.61	N/A	Reallocation of position budget to facilitate internal transfer as allowed by policy. Surplus salary from PCN 1450 to PCN 2033.	12/16/2022
0499 - Tax Assessor	2033	vacant	N/A	N/A	41454.81	$44,142.42	N/A	$2,687.61	Reallocation of position budget to facilitate internal transfer as allowed by policy. Surplus salary from PCN 1450 to PCN 2033.	12/16/2022

*Amount may vary slightly due to Oracle rounding

Organization	Position	EE ID	Testing Approved Stipend	Annual Stipend	Stipend Start Date
Tax Assessor/Collector	Senior Tax Specialist.1431.001100.	13870	BASIC	$600.08	23-Dec-22
911 Communications	Telecom Supervisor.0159.001100.	13968	BASIC	$600.08	23-Dec-22
Juvenile Services	Juv Probation Officer II.1160.001100.	15062	BASIC	$600.08	23-Dec-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0499	001914	463.91	
01	0100	0499	002010	35.49	
01	0100	0499	002020	33.61	
01	0100	0581	001914	463.91	
01	0100	0581	002010	35.49	
01	0100	0581	002020	33.61	
01	0100	0576	001914	463.91	
01	0100	0576	002010	35.49	
01	0100	0576	002020	33.61	1599.03
01	0100	0409	004999		

Commissioners Court - Regular Session **7.**

Meeting Date: 12/13/2022

Asset Disposition Sale to Insurance 12.13.22

Submitted For: Joy Simonton **Submitted By:** Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Insurance of one (1) 2014 Chevrolet Tahoe #3758, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sale to Insurance 12.13.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/08/2022 10:36 AM
County Judge Exec Asst.	Becky Pruitt	12/08/2022 10:52 AM
Form Started By: Misty Brooks		Started On: 12/08/2022 10:06 AM
Final Approval Date: 12/08/2022		

County VIN/Serial Number	1GNLC2E00ER213758
Make	CHEVROLET
License Plate	DMT1594
Year	2014
Model	TAHOE
Reason for Status Change	ACCIDENT
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Pat Erickson
Equipment/Door Number	SB1445
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Unit declared a total loss by insurance
Comments (mileage, mechanical issues, other info)	106326 MILES - ACCIDENT TOTAL LOSS.
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	12/13/2022
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	3758
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	Confirmed
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Pat Erickson 12/6/2022 10:48 AM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 12/7/2022 1:55 PM
Authorizing Risk Employee Signature	✔ Logan Smith 12/7/2022 3:45 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 12/8/2022 8:55 AM
Purchasing Department Signature	✔ Misty Brooks 12/8/2022 9:25 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
ID	1
Version	27.0
Attachments	False
Created	11/2/2022 9:47 AM
Created By	Mark Stevens
Modified	12/8/2022 10:05 AM
Modified By	Misty Brooks

Commissioners Court - Regular Session **8.**

Meeting Date: 12/13/2022

Constable Pct. 1 Deputy appointment

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, Consider, and take appropriate action on the appointment of Henry Maldonado as Deputy Constable to fill the vacant position in the Precinct 1 Constable's Office.

Background

Constable Mickey Chance is appointing Henry Maldonado to fill the vacant Deputy position at Constable Pct.1. Henry Maldonado is honorably retired from Travis County with 22 years of service as Deputy Sheriff. He resides in Georgetown with his family, Maldonado has successfully completed the necessary background investigation and screening.

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	11/17/2022 11:13 AM
Form Started By: Patrick Youngren		Started On: 11/16/2022 11:07 AM
Final Approval Date: 11/17/2022		

Commissioners Court - Regular Session **9.**

Meeting Date: 12/13/2022

Leander TIRZ Appointment

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointment of Kelsey Stone to the City of Leander Tax Increment Reinvestment Zone (TIRZ) board for a 2-year term beginning October 1, 2022 and ending on September 30, 2024.

Background

The City of Leander's Tax Increment Reinvestment Zone (TIRZ) No. 1 is a political subdivision created to implement tax increment financing, which applies to a defined area generally encompassing the transit oriented development (TOD) district in Leander.

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	12/05/2022 10:43 AM
Form Started By: Kathy Pierce		Started On: 12/02/2022 12:16 PM
Final Approval Date: 12/05/2022		

Commissioners Court - Regular Session **10.**

Meeting Date: 12/13/2022

ESD 4 Appointment - Crabtree

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointment of James Crabtree to Place 1 of the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31st, 2024.

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	12/08/2022 11:47 AM
Form Started By: Kathy Pierce		Started On: 12/08/2022 11:37 AM
Final Approval Date: 12/08/2022		

Commissioners Court - Regular Session **11.**

Meeting Date: 12/13/2022

ESD 4 Appointment - Dan Clark

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointment of Dan Clark to Place 2 of the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31st, 2024.

Background

Dan Clark serves as the President of the ESD Board of Directors. He has been a member of the Board since 2013.

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	12/08/2022 11:47 AM
Form Started By: Kathy Pierce		Started On: 12/08/2022 11:41 AM
Final Approval Date: 12/08/2022		

Commissioners Court - Regular Session **12.**

Meeting Date: 12/13/2022

ESD #4 Appointment - Jason Shaw

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of Jason Shaw to Place 3 of the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31st, 2024.

Background

Jason Shaw is a new appointment to the Board of Directors. His bio is attached for reference.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jason Shaw Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/08/2022 11:49 AM
Form Started By: Kathy Pierce		Started On: 12/08/2022 11:44 AM
Final Approval Date: 12/08/2022		

Jason Shaw

Jason Shaw enlisted in the United States Army on January 17, 1991. He served for fifteen years before advancing to the position of Aviation Warrant Officer. During his time in the Army, Jason served six combat tours, four to Afghanistan and two in Iraq. During his service, he accumulated 465 combat hours flying medical evacuation missions from combat zones. He retired from the Army after serving 23 years, where he retired as a Section Flight Commander for the U. S. Army UH-60 Blackhawk Flight Instruction School. Jason was awarded many medals during his service to our country, including the Air Medal, the Meritorious Service Medal, Joint Service Commendation Medal, and the Army Commendation Medal. In addition, Jason earned his Senior Jumpmaster Wings, Air Assault Badge, and was awarded the 31st Congressional District Congressional Veterans Commendation Award.

In May of 2019, Jason was elected to Place 3 of the Leander City Council, where he served one term on the City Council. Jason has also served as President and Secretary of the Brushy Creek Regional Utility Authority. He has been married for 28 years to his wife and best friend Christina Shaw. Jason and Christina have two amazing daughters, Gabriele and Madeleine.

Jason is currently employed by one of the world's largest financial credit companies, where he serves as a Program Manager.

Commissioners Court - Regular Session **13.**

Meeting Date: 12/13/2022

ESD #12 Board Appointment - Feliza Conway

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointment of Feliza Conway to Place 3 of the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31st, 2024.

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	12/08/2022 11:51 AM
Form Started By: Kathy Pierce		Started On: 12/08/2022 11:49 AM
Final Approval Date: 12/08/2022		

Commissioners Court - Regular Session **14.**

Meeting Date: 12/13/2022

ESD #12 Board Appointment - Judy Pokorny

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointment of Judy Lawler Pokorny to Place 4 of the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31st, 2024.

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	12/08/2022 11:54 AM
Form Started By: Kathy Pierce		Started On: 12/08/2022 11:51 AM
Final Approval Date: 12/08/2022		

Commissioners Court - Regular Session **15.**

Meeting Date: 12/13/2022

ESD #12 Board Appointment - Erin Tanner

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointment of Erin Tanner to Place 5 of the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31st, 2024.

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	12/08/2022 11:55 AM
Form Started By: Kathy Pierce		Started On: 12/08/2022 11:53 AM
Final Approval Date: 12/08/2022		

Commissioners Court - Regular Session **16.**

Meeting Date: 12/13/2022

FY22 CSCD Statement of Financial Position

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the filing of the Williamson County Community Supervision and Corrections Department (Adult Probation) FY22 Statement of Financial Position pursuant to the Texas Local Government Code §140.004.

Background

Pursuant to Section 140.004 of the Texas Local Government Code, the Williamson County Community Supervision and Corrections Department (Adult Probation) is required to file with the Commissioners Court of Williamson County the Statement of Financial Position for the previous fiscal year. Filed with the Court is the Community Supervision and Corrections Department (Adult Probation) Statement of Financial Position for FY22.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Fin Position

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 11:47 AM
Form Started By: Melissa Ramos		Started On: 12/01/2022 11:20 AM
Final Approval Date: 12/01/2022		

Texas Department of Criminal Justice - Community Justice Assistance Division
Williamson County Community Supervision & Corrections Department

COMBINED STATEMENT OF FINANCIAL POSITION
August 31, 2022

ASSETS

CASH		
Reconciled Bank Balance @ 8/31/22	$1,534,017.90	
Petty Cash	$400.00	
Change Drawer	$200.00	
Time Deposits	$277,390.40	
ACCOUNTS RECEIVABLE		
Supervision Fees	$104,963.60	
Due From CJAD	$0.00	
Other	$39,848.77	
PREPAID EXPENSES		
Prepaid Expenses	$675.00	
TOTAL ASSETS		**$1,957,495.67**

LIABILITIES

ACCOUNTS PAYABLE		
Basic Supervision-Operations	$114,685.14	
Community Corrections Program-Operations	$16,561.02	
Diversion Target Programs--Residential	$42,164.91	
Diversion Target Programs--Non-Residential	$8,129.52	
TAIP	$3,970.27	
DUE TO TDCJ-CJAD		
Basic Supervision	$0.00	
Community Corrections Programs	$0.00	
Diversion Target Programs--Residential	$0.00	
Diversion Target Programs--Non-Residential	$0.00	
TAIP	$0.00	
TOTAL LIABILITIES		**$185,510.86**

FUND BALANCES

Basic Supervision @ 8/31/21	$592,754.30	
Community Corrections Program @ 8/31/21	$76,792.15	
Diversion Target Program @ 8/31/21	$1,102,438.36	
TAIP @ 8/31/21	$0.00	
TOTAL FUND BALANCES		**$1,771,984.81**
TOTAL FUND BALANCES AND LIABILITIES		**$1,957,495.67**

Director/Grant Recipient
Jameson Pennington, Director CSCD Williamson County

11-16-2022
Date

Fiscal Officer
Jeri L. Jones, County Auditor

11-16-2022
Date

Commissioners Court - Regular Session **17.**

Meeting Date: 12/13/2022

Approval of Agreement for Digital Pet Tags from PetHub, Inc. for the Animal Shelter

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Agreement #202369 between PetHub, Inc. and Williamson County for 1,500 digital pet ID tags in the amount of $2,470.00, and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Regional Animal Shelter. Digital pet ID tags contain owner's information and the pet's health and vaccination data in a database and also on a QR code on the tag. The tag functions like a microchip, but makes reuniting a lost pet easier as most people have a smartphone that can read a QR code, but very few have a microchip reader. Tags will be used for all animals that are taken in at the shelter and for pets that are adopted out. Tags are also available for purchase for all Williamson County residents. The minimum order is for fifteen hundred (1,500) custom digital license tags powered by PetHub at $1.48 per tag for a total of $2,200.00. Also included in the purchase is an initial tag design fee of $250.00. Total of this order is $2,470.00. Legal, contract audit, and budget have reviewed this purchase. This expenditure will be charged to 01.0545.0545.004968. Department contact is Linda Gunter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/08/2022 09:45 AM
County Judge Exec Asst.	Becky Pruitt	12/08/2022 09:47 AM
Form Started By: Erica Smith		Started On: 11/16/2022 09:22 AM
Final Approval Date: 12/08/2022		

PURCHASE AGREEMENT (PetHub Custom Tag Program)

The terms below will govern the sale of merchandise relating to custom digital ID tags ("Merchandise") by PetHub, Inc. ("Seller") to Williamson County Regional Animal Shelter ("Purchaser"), for distribution of the custom digital ID tags by Purchaser expected to commence on or about 2023-01-01 and conclude on or about 2023-12-31 (such period, the "Initial Term"). This Purchase Agreement may be reviewed on an annual basis following the Initial Term for approval of additional Terms of up to two years, upon written agreement of the parties.

1. Prices: Subsidized merchandise price and minimum order quantities are set forth as noted in Schedule A, attached hereto.

2. Distribution Expectations: Purchaser acknowledges that a Citizen tag activation rate for distributed tags on PetHub.com greater than or equal to 35% will result in the best Shelter Share rewards.

3. Invoicing: Seller will submit an invoice to Purchaser upon delivery of Merchandise. Payment is due within 30 days of the invoice date. ***Please advise if payment will be made via credit card so the credit card processing fee (if applicable) can be added to the invoice.***

a. Please identify which individual will receive all invoicing requests from Seller on behalf of Purchaser. Purchaser will promptly update seller if the individual or contact information changes:

*Name:*_____

Title: _____

*Email:*_____

*Phone:*_____

b. Choose Method of Payment: Check, EFT, Credit Card *(CC Transactions over $1,000 will incur a 3.9% credit card processing fee)*

__ Check
__ EFT
__ Credit Card

PURCHASE AGREEMENT (PetHub Custom Tag Program)

c. 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 Purchaser 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 Purchaser 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 Purchaser'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.

4. Dispute Resolution: This Purchase Agreement shall be governed by Texas State Law, and venue shall be Williamson County, Texas. Any dispute arising from this Purchase Agreement shall first be addressed by the parties through informal dispute resolution procedures conducted in good faith. If the parties do not resolve the dispute within thirty days of the date of the first dispute resolution meeting, the parties agree to arbitrate the dispute in a mutually agreed-upon place with a mutually agreed-upon court-approved arbitrator, the costs of which shall be borne equally by the parties. The results of such arbitration shall be binding upon both parties. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this contract.

5. Production & Shipping: Due to the custom nature of these tags, **production will not begin until this Purchase Agreement is signed and the invoice has been paid in full and received by Seller.** *If outstanding invoices exist, they must also be paid in full before the order will be placed by Seller.*

a. The expected delivery date of 12-31-22 is contingent on receipt of a signed Purchase Agreement and signed Purchase Order on or before 11-18-22. (Unforeseen circumstances such as delays in customs, inclement weather, labor strikes or other unforeseeable events may extend this delivery period.)

b. Standard non-expedited shipping is included in the purchase price.

c. In the event Purchaser requires expedited shipping, Purchaser will notify Seller within 15 days prior to shipping date. Purchaser is responsible for all additional costs associated with expedited shipping.

d. Schedule B (attached hereto) contains estimated non-expedited shipping time frames. Purchaser acknowledges that they have read and they understand the shipping time frames contained in Schedule B. Once Purchaser initials Schedule B, those time frames will be deemed approved and accepted by Purchaser.

PURCHASE AGREEMENT (PetHub Custom Tag Program)

6. Returns: Due to the nature of custom work that is unsaleable by any entity other than the Purchaser, the Seller will not issue any refunds after the date Purchaser signs the Art Proof and Order Form, an unsigned copy of which is attached hereto for reference. Following receipt of Merchandise, Purchaser must notify Seller of any claimed shipping error or damage within seven (7) calendar days of receipt of Merchandise. Purchaser's failure to give such notice within the seven-day period shall be deemed a waiver of Purchaser's claim for incorrect or damaged shipments. Returns may be credited to Purchaser's account or replaced at Seller's discretion. Seller makes no warranties, express or implied, with respect to the Merchandise.

PURCHASE AGREEMENT (PetHub Custom Tag Program)

Agreed, Reviewed, and Understood:

x Lorien Clemens	**x**
Lorien Clemens, Chief Executive Officer	Name, Title: _____
PET HUB, INC.	Organization: Williamson County Regional Animal Shelter
1250 N Wenatchee Ave Suite H-124	Address: _____
Wenatchee, WA 98801	City, State: _____

[The rest of this page is intentionally left blank]

PURCHASE AGREEMENT (PetHub Custom Tag Program)

Schedule A: PetHub 2021 Price List for:

Custom Tags

Product Number	*Name*	*Minimum Volume*	*List Price Per Unit*	*Unit Subtotal*
41-CT-SS-L	Custom Digital "Powered by PetHub" License Tags, 32mm, Standard Packaging	1,500	$1.48	$2,220.00
41-BS-S	Tag Activation Slips		$0.12	$0.00
10-INTDES	Initial Tag Design. Design only of tag and co-branded digital marketing support assets			$250.00
				$2,470.00

Total: $2,470.00

* Price listed does not include sales tax. If your organization is tax exempt, and this is a resale purchase, please send an applicable tax exempt certificate to salesteam@pethub.com

PURCHASE AGREEMENT (PetHub Custom Tag Program)

Schedule B: Estimated PetHub Standard Non-Expedited Shipping Time from Production to Receiving:

	Shipped Via Air			*Shipped via Sea*			
# of Tags	500-9,999	10,000-24,999	25,000-49,999	50,000-74,999	75,000-149,000	150,000-300,000	300,000+
# of Weeks	8 weeks	10 weeks	12 weeks	14 weeks	16 weeks	20 weeks	Ask your Rep

Order Confirmation Date: 11-19-22

Estimated Number of Weeks for delivery: 8 weeks

Signature Certificate

Reference number: BXGYG-ILFJH-FTDWB-BVRXW

Signer	Timestamp	Signature
Lorien Clemens Email: lorien@pethub.com		
Sent:	17 Nov 2022 21:45:58 UTC	
Viewed:	17 Nov 2022 22:19:34 UTC	
Signed:	17 Nov 2022 22:20:01 UTC	
Recipient Verification:		IP address: 64.245.0.68
✔Email verified	17 Nov 2022 22:19:34 UTC	Location: San Jose, United States

Document completed by all parties on:
17 Nov 2022 22:20:01 UTC

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.

Commissioners Court - Regular Session **18.**

Meeting Date: 12/13/2022

Approval of Purchase for Body Armor Vests from GT Distributors for Emergency Medical Services Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of body armor vests and accessories in the amount of $58,314.00 from GT Distributors pursuant to BuyBoard Contract #603-20 and authorizing the purchase.

Background

Approval of this item will support the operations of the Williamson County Emergency Services Department. Requisition #130708 was submitted for the purchase of sixty (60) Traditional Modular Webbings, one hundred and twenty (120) Protech DT206C Level III body vests, sixty (60) tourniquet pouches, one hundred and twenty (120) blank patch black borders, one hundred and twenty (120) black hard Velcro to back patches, sixty (60) WILCO EMS Dept patches plus costs for the alterations by the GT seamstress with a total amount of $58,314.00. The attached quote shows the itemized pricing for this order and the coop has confirmed this is in accordance with the vendor's BuyBoard contract#603-20. Funding source is 01.0100.0540.003311. Point of contact is Ed Tydings.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/08/2022 10:25 AM
County Judge Exec Asst.	Becky Pruitt	12/08/2022 10:29 AM
Form Started By: Stephanie Robles		Started On: 12/07/2022 02:08 PM
Final Approval Date: 12/08/2022		

Quote	[redacted]
Date	10/11/2022
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Williamson Co EMS (TX)
Attn Accounts Payable
P.O. Box 873
Georgetown TX 78627

Ship To:

Williamson Co EMS (TX)
3189 SE Inner Loop
Attn: Daniel McDonald
Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
[redacted]	[redacted]	BF	FACTORY DIRECT	NET 15	0/0/0000	[redacted]

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
60	PTA-1223638*	TAC PH (GEN II) Traditional Modular Webbing,	EA	$163.04	$9,782.40
120	PTA-1314832*	Protech DT206C Level III 10x12 Multi Curve Sh	EA	$358.41	$43,009.20
60	PTA-TP33*	Protech TP33 Tourniquet Pouch	EA	$38.04	$2,282.40
		Quotation reflects BuyBoard Contract 603-20. Contract period 04/01/22-03/31/23. Email BuyBoard PO's to info@buyboard.com			
120	GT-PATCH4X11BKBK	4" Tall x 11" Wide Blank Patch Black border/Bla	EA	$14.00	$1,680.00
		GTEMB: 3.5x9" #1011, ALL CAPS To Read: EMS			
120	GT-ALTERATION	Alterations done by GT Seamstress-Explain	EA	$4.00	$480.00
		GT: Black Hard velcro to back of patch			
120	GT-EMBROIDERY	GT Custom Embroidery - Specify	EA	$7.00	$840.00
		GT: 3.5x9, #1011, ALL CAPS To Read: EMS			
60	GT-COG	Customers Own Goods	EA	$0.00	$0.00
		WILCO EMS Dept patch			
60	GT-ALTERATION	Alterations done by GT Seamstress-Explain	EA	$4.00	$240.00
		GT: Black Hard velcro back of Patch			

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesman was Brad.
Thank-you for your business.

Subtotal	$58,314.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$58,314.00

Commissioners Court - Regular Session **19.**

Meeting Date: 12/13/2022

CAC Addition (P530) PSA1-AR1-A1-SA3 - BLGY

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Agreement 3 to Amended and Restated Agreement for Design and Engineering Services, as Amended, dated July 19, 2022, with BLGY, Inc. and Williamson County Facilities Department for the Children's Advocacy Center Addition (P530) for $6,065. Funding source is P530.

Background

This agreement is for additional services requested by the client for $6,065. Termination date for contract will be May 23, 2023. Funding source is P530

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAC PSA1-AR1-A1-SA3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/01/2022 02:50 PM
Facilities Management (Originator)	Wendy Danzoy	12/02/2022 12:03 PM
Hal Hawes	Hal Hawes	12/02/2022 12:07 PM
County Judge Exec Asst.	Becky Pruitt	12/05/2022 10:42 AM
Form Started By: Wendy Danzoy		Started On: 12/01/2022 02:32 PM
Final Approval Date: 12/05/2022		

SUPPLEMENTAL AGREEMENT NO. 3
TO
AMENDED AND RESTATED AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Children's Advocacy Center Addition** ("Project")

ARCHITECT/
ENGINEER: **BLGY, Inc.** ("A/E")
Sita Lakshminarayan, AIA, ALEP, LEED AP (BD+C), Vice President
8001 Centre Park Dr., Suite 150
Austin, Texas 78754

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

THIS SUPPLEMENTAL AGREEMENT NO. 3 to **Amended and Restated Agreement for Design and Engineering Services, as Amended**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Amended and Restated Agreement for Design and Engineering Services, as Amended** being dated effective **July 19, 2022** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **reincorporate the interior decorative trees and entry plaza which were previously removed from the project scope**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services:

1. Entry Plaza design modifications and submittal reviews
2. Decorative tree design modifications and submittal reviews

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Six Thousand, Sixty-Five Dollars ($ 6,065)**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

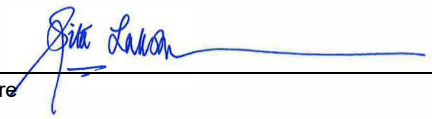
A/E hereby agrees to provide the Additional Services by or before **05/23/2023**.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental 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.

A/E:
BLGY, Inc.

By: 
Signature

SITA LAKSHMINARAYAN
Printed Name

VICE PRESIDENT
Title

Date Signed: 12/1/2022

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

8001 Centre Park Drive
Suite 150
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

December 1st, 2022

Mr. Trenton H. Jacobs, AIA
County Architect,
Williamson County Facilities
3101 SE Inner Loop,
Georgetown, Texas – 78626

RE: **WILCO CAC** - **Change Proposal for Entry Plaza and Decorative Trees**
BLGY PROJECT: 22002

Dear Trent:

Pursuant to the County's direction for adding back a couple of scope items that were previously removed during the VE process, BLGY is submitting this change proposal for the County's consideration.

Scope of Services:

1. **Entry Plaza** - Modifications to the design for the concrete plaza at the entry. Architectural design, details, structural details. Submittal reviews.
2. **Decorative Trees** - Adding back the decorative trees at specific nodes within the building, with modification to the materials utilized for the foliage, tree bark and branches. Architectural design modifications & details. Shop drawing and submittal reviews.

Fees and Payment:
Our fee for item #1. of this change proposal including BLGY ($2,850) and Datum ($2,000) fee is **$4,850** (Four Thousand Eight Hundred and Fifty Dollars Only).
Our fee for item # 2. of this change proposal is BLGY's fee of **$1,215** (One Thousand Two Hundred and Fifteen Dollars Only).
Our total fee for this change proposal is **$6,065** (Six Thousand and Sixty-Five Dollars Only).

Invoicing:
We will invoice lumpsum for this change proposal.

Given that construction is ongoing, we look forward to working expeditiously to complete these changes in a timely manner.

Sincerely,

Sita Lakshminarayan, AIA. ALEP, LEED AP
Vice President

Commissioners Court - Regular Session **20.**

Meeting Date: 12/13/2022

Award of RFQ #21RFSQ2 for Southwest Regional Park Turf Feasibility Study to BLGY for Facilities Management Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding a Professional Service Agreement under RFQ #21RFSQ2 for Southwest Regional Park Turf Feasibility Study to BLGY, Inc. in the amount up to $31,900.00 and authorize execution of the agreement.

Background

BLGY, Inc. is recommended for award through RFQ #21RFSQ2 for this particular project for their expertise on related projects. The County intends to determine the feasibility of converting certain natural turf athletic fields to synthetic turf. The funding source is 01.0100.0510.004100. Facilities Management Department point of contact is Angel Gomez and Parks Department point of contact is Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA BLGY

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/08/2022 10:50 AM
County Judge Exec Asst.	Becky Pruitt	12/08/2022 10:52 AM
Form Started By: Kerstin Hancock		Started On: 12/07/2022 09:16 PM
Final Approval Date: 12/08/2022		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Southwest Regional Park Turf Feasibility Study** ("Project")

ARCHITECT/ ENGINEER: **BLGY, Inc.** ("A/E")
Sita Lakshminarayan, AIA, ALEP, LEED AP (BD+C), Vice President
8001 Centre Park Dr., Suite 150
Austin, Texas 78754

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS AGREEMENT FOR DESIGN AND ENGINEERING 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 A/E.

R E C I T A L S

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 architects and engineers; and

WHEREAS, County intends to **determine the feasibility of converting certain natural turf athletic fields to synthetic turf**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

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

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E 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 A/E 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 A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

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
Texas Accessibility Standards (TAS) of the Architectural Barriers Act, **Article 9102, Texas Civil Statutes**, Effective March 15, 2012, including latest revisions

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

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

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, 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.
A/E must sign the Debarment Certification enclosed herewith as Exhibit E.

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, 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, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3

The detailed Basic Services for the Project is set forth herein as Exhibit A to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.

A/E shall not commence work until A/E 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.

A/E 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 A/E, County shall pay to A/E up to **Thirty-One Thousand, Nine Hundred Dollars ($ 31,900)** 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 A/E 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.

A/E 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 A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **One Thousand Dollars ($ 1,000)**.

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 A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

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

It is expressly understood and agreed that A/E 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, A/E shall submit to County working documents in any stage of completion to demonstrate incremental 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 A/E 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 A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E 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 A/E 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. A/E 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 A/E 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 A/E 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 A/E 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 **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

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

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E 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 A/E 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.

A/E's Designated Representative for purposes of this Agreement is as follows:

BLGY, Inc.
Sita Lakshminarayan, AIA, ALEP, LEED AP (BD+C), Vice President
8001 Centre Park Dr., Suite 150
Austin, Texas 78754

A/E shall have the right, from time to time, to change A/E'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 A/E under this Agreement, A/E'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 A/E's Designated Representative on behalf of A/E 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 A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

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 A/E 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 Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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

A/E: BLGY, Inc.
8001 Centre Park Dr.; Suite 150
Austin, Texas 78754

Attention: Sita Lakshminarayan, AIA, ALEP, LEED AP (BD+C)
Vice President

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

ARTICLE 11
PROGRESS EVALUATION

A/E 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. A/E 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 A/E, conferences shall be provided at A/E'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 Basic Services and any applicable Additional Services. County may, from time to time, require A/E 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 A/E to determine corrective action required.

A/E 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 A/E 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**. A/E 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 A/E WORK PRODUCT

13.1 Review Process.

A/E'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 A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E 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 A/E 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 A/E 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 A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, 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 A/E, who shall perform any required Basic Services and resubmit to County. Should this process need to be repeated due to lack of quality assurance coordination between the components of A/E Work Product, County shall deduct **One Thousand Dollars ($ 1,000)** from the A/E 's Basic Fee for each occurrence 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, A/E 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 A/E Work Product.

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

A/E'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 A/E 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 A/E'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 A/E **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**, A/E shall have the option of terminating this Agreement and, in the event, A/E 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 A/E 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 A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

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 A/E, as a consequence of failure by A/E 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 A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic 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 A/E. In determining the value of the Basic Services performed by A/E 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 (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E 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 A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E 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 "A/E Work Products") prepared by A/E 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 A/E'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 A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E 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 A/E. A/E 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 A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E'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. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E 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 A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E 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 A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E 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 A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E 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 A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E 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. A/E 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. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E 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 A/E 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.

A/E 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 architecture and engineering professions, and in recognition of such standards, A/E 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. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E 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

A/E 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 A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E 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 A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E 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 A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'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 A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'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 A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, 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 A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E 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 A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E 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 A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E 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 architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E'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 **$1,000,000** 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.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.
A/E 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, A/E 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 A/E 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.
A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other**

notification requirements set forth hereunder, A/E 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 A/E, 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 A/E, A/E 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**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E 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 A/E shall be borne solely by A/E, 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. A/E 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
A/E'S ACCOUNTING RECORDS

A/E 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 the purposes of making audits, examinations, excerpts and transcriptions. A/E 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. A/E further agrees that County shall have access during normal working hours to all necessary A/E 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 A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in Exhibit C may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor A/E 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 architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E'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 A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E 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, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E 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 A/E 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 A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E 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. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E'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 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. A/E 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 A/E 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 A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E 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 A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E 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. A/E 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 A/E 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.

A/E:	**COUNTY**:
BLGY, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
SITA LAKSHMINARAYAN Printed Name	_____ Printed Name
VICE PRESIDENT Title	_____ Title
Date Signed: 12/6/2022	Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

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

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

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner

that is suitable for the bidding and awarding of a construction contract.

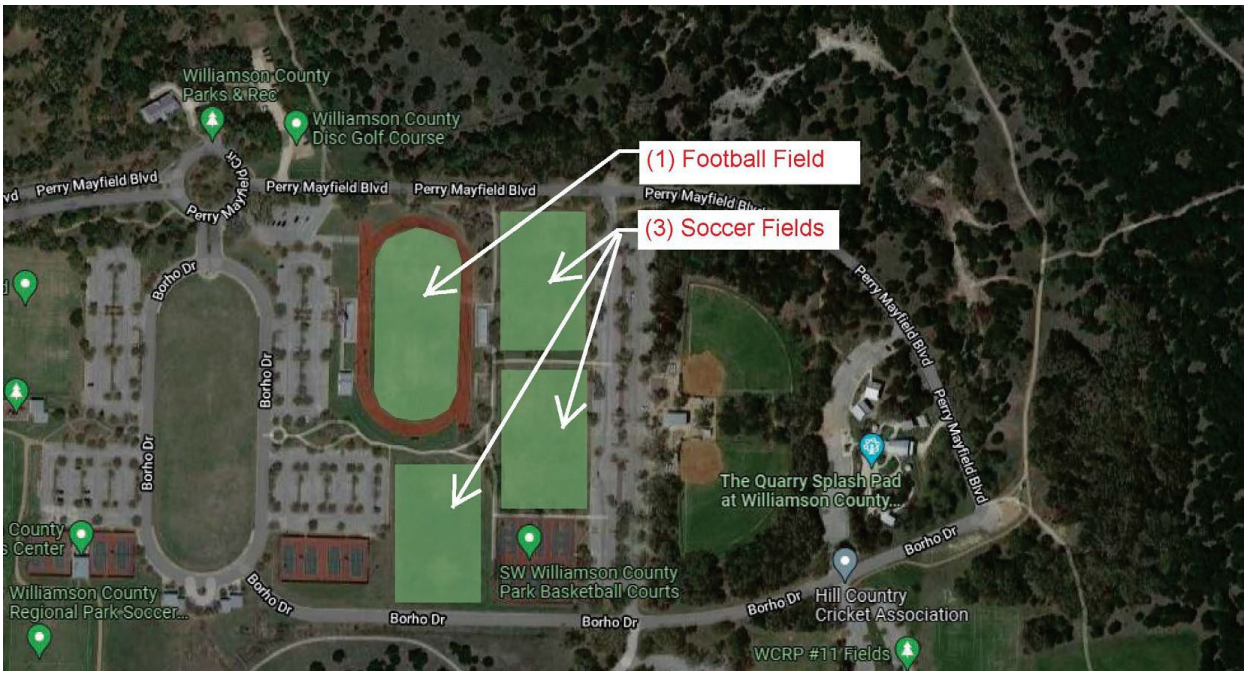
Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily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

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilco.org/Departments/Facilities-Management/Documents

SCOPE OF WORK:

Southwest Regional Park
219 Perry Mayfield
Leander, TX 76541
Parks Department



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

Phase I – SITE EVALUATION – Site Evaluation Plans and Photo Inventory

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

A. Up to two (2) onsite in-person evaluations

B. Using LiDAR topography and aerial photography, identify location of existing site features, trees and contour lines.

C. Review water quality and detention requirements and evaluate the need for infrastructure to mitigate potential impacts with respect to both.

D. Evaluate the condition of the inside track curb.

E. Review Record Drawings to determine location of existing lighting and conduit.

F. Review As-Built and Record Drawings to determine location of existing field storm drainage system and potential locations for storm drain outfalls.

G. Review Record Drawings for any other item that might have a negative impact on turf replacement.

H. A site evaluation plan will be prepared that identifies the information gathered from the on-site assessment, LiDAR data and the review of Record Drawings.

I. Compile a photo inventory of existing conditions.

J. Review regulatory requirements to determine approvals needed for proposed field modifications and associated infrastructure.

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

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

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

N. Evaluate existing accessibility of fields pursuant to Texas Accessibility Standards (TAS) and issue a report identifying TAS decficiencies.

Phase II – INFORMATION SUMMARY REPORT

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

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

during execution of the Evaluation Phase.

B. Descriptions of football and soccer field turf systems and manufacturers (including warranties) options.

C. Description of infill materials and manufacturers options.

D. Description of underlayment pad options.

E. Confirmation of Texas Commission on Environmental Quality (TCEQ) Edwards Aquifer Protection Plan and other regulatory approvals and requirements.

F. Explanation of the proposed field profile and drainage system options based on water quality and drainage requirements.

G. Discussion of the depth to rock, soil type, and whether the subgrade will need modification (lime or cement stabilization, over excavation or moisture/chemical conditioning). Per discussion with County A/E will utilize existing geotechnical information from reports prepared for adjacent sites which are to be provided by County.

H. Explanation of project delivery methods for design and construction.

I. Description of turf maintenance requirements.

J. Preparation of a Preliminary Opinion of Probable Construction Cost (OPCC).

K. Explanation of project delivery methods for design and construction, outlining pros and cons for each.

L. Outline synthetic turf replacement cost with an 8-year budget escalation.

M. Outline cost to add a perimeter fence to control field access.

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

EXHIBIT B

FEE SCHEDULE / HOURLY RATES

This schedule indicates fees by Phase of the Basic Fee:		**$**	**31,900**	100%
17%	**BLGY Arhcitecture**	**$**	**5,500**	
81%	**Halff Associates**	**$**	**25,900**	
2%	**Equal Access Inspections**	**$**	**500**	
Phase I - SITE EVALUATION		**$**	**16,200**	51%
	BLGY Arhcitecture	$	2,750	
	Halff Associates	$	12,950	
	Equal Access Inspections	$	500	
Phase II - INFORMATION SUMMARY REPORT		**$**	**15,700**	49%
	BLGY Arhcitecture	$	2,750	
	Halff Associates	$	12,950	
	Equal Access Inspections	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **One Hundred Twenty-One (121) calendar days** from the date of this Agreement.

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

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**12/13/22**
Phase I - SITE EVALUATION	
Topographical Survey	01/12/23
Site Evaluation Plan & Photo Inventory of existing conditions	02/10/23
County written authorization to proceed to next phase	03/03/23
Phase II - INFORMATION SUMMARY REPORT	
Records Documents Deliverables	03/20/23
Agreement Termination Date	**04/13/23**

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 A/E 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.

BLGY, Inc.

Signature of Certifying Official

SITA LAKSHMINARAYAN
Printed Name of Certifying Official

VICE PRESIDENT
Title of Certifying Official

12/6/2022
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 SITA LAKSHMINARAYAN (Signatory Name) the VICE PRESIDENT (Signatory Title) of BLGY, INC. (Entity Name), on behalf of said firm.

LUCINDA HAGLER
Notary Public, State of Texas
Comm. Expires 11-19-2024
Notary ID 132791610

Lucinda Hagler
Notary Public in and for the
State of Texas

My commission expires: 11-19-2024

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session **21.**

Meeting Date: 12/13/2022

Approval of Agreement #202373 for Flooring and Related Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Agreement #202373 for Flooring and Related Services at the Criminal Justice Center (CJC) with Flooring Solutions, Inc., an authorized Shaw dealer, in the amount of $21,497.00 pursuant to cooperative Sourcewell Contract #080819-SII and authorizing the purchase.

Background

Requisition #130579 was submitted by the Facilities Management Department to replace flooring at the CJC Courtroom as outlined in the Proposal. The scope of work includes demolition and removal of current flooring, installation of new flooring, materials for wall base, labor for installation and moving of furniture. Funding source is 01.0100.1009.004509 . Point of contract is Gina Wrehsnig or Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/08/2022 09:59 AM
County Judge Exec Asst.	Becky Pruitt	12/08/2022 10:20 AM
Form Started By: Stephanie Robles		Started On: 11/30/2022 06:03 PM
Final Approval Date: 12/08/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT FOR FLOORING & RELATED SERVICES (CJC Courtroom)

(Flooring Solutions, Inc., Sourcewell #080819-SII)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Flooring Solutions, Inc. (hereinafter "Service Provider")**, 605 W. Howard Lane, Ste. 200, Austin, TX 78753 (ph. 512-335-8089). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

> **As described in the attached Quote, dated November 15, 2022, which is incorporated herein as if copied in full.**

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

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

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $21,497.00.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on October 28 of The County's fiscal year in which the payment becomes due. The said rate in effect on October 28 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

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

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:	$1,000,000	

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

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

V.

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

A. As described in the attached Quote, dated November 15, 2022, which is incorporated herein as if copied in full;

B. Sourcewell #080819-SII; and

C. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Addendum and any of the above-referenced agreement documents/exhibits or incorporated documents.

VI.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

VII.

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

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

VIII.

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

areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	Chris Brannon
Printed Name	Printed Name
Date: _____ ____, 2022	Date: November 16, 2022

Williamson County Commissioners Court, or the Williamson County Judge.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized

Exhibit(s)
Quote dated November 15, 2022,
Incorporated herein as if copied in full

Flooring SOLUTIONS INC.
605 W HOWARD LANE SUITE 200
Austin , TX 78753
Phone : (512) 335-8089 / Fax: (512) 258-2581

Proposal

Attn: DWAYNE GOSSETT
From: Clay Banner
Estimator:
Admin:
Revision #:
Date: 11/15/2022 **Bid Due Date:** 6/25/2022
Plan Date: **Addendum :**

To

WILLIAMSON COUNTY
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Phone: (512) 943-1625-

Project

WILLIAMSON COUNTY CJC COURT ROOM
SHAW CONTRACT SOURCEWELL 080819-SII
405 MARTIN KING ST
GEORGETOWN, TX 78626

DEMO AND INSTALLATION DURING REGULAR HOURS

			Quantity		Unit Price	Line Total
1	**C-1 CARPET SUPPLIED** PATCRAFT COMMERCIAL CARPETS SKILL	FINESSE	275.00	SY	29.000	7,975.00
2	**LABOR TO INSTALL CARPET** FLOORING SOLUTIONS INC. LABOR	NA	275.00	SY	7.498	2,062.00
3	**ADHESIVE MATERIALS SUPPLIED ONLY** SHAW COMMERCIAL CARPETS ADHESIVE - SHAW 5100	4 GALLON PAIL	5.00	EA	113.600	568.00
4	**DEMO OF CARPET** FLOORING SOLUTIONS INC. LABOR	NA	275.00	SY	3.498	962.00
5	**RB-1 WALL BASE** SHAW RESILIENT PRODUCTS WALL BASE 4" COVE	FLINT / 00094	120.00	SY	1.067	128.00
6	**LABOR FOR INSTALL OF RUBBER BASE** FLOORING SOLUTIONS INC. LABOR	NA	120.00	LF	1.000	120.00
7	**FLOOR PREP ALLOWANCE SKIMCOAT FOR 2475 SFT** FLOORING SOLUTIONS INC. FLOOR PREP	N/A	2,475.00	SF	1.790	4,430.00
8	**FURNITURE MOVING AND REPLACEMENT** FLOORING SOLUTIONS INC. LABOR	NA	40.00	HR	65.000	2,600.00
9	**CARPET BORDER WORK** FLOORING SOLUTIONS INC. LABOR	NA	350.00	LF	3.249	1,137.00

TOTAL (THESE LINE ITEMS TAX EXEMPT) **$19,982.00**

OPEN MARKET ITEMS.

			Quantity	Unit Price	Line Total
1	**FURNITURE MOVING PEWS** **PEWS SEPARATE FROM STANDARD FURNITUREW.**				
	FLOORING SOLUTIONS INC. LABOR	NA	1.00 EA	1,515.000	1,515.00

TOTAL (THESE LINE ITEMS TAX EXEMPT) **$1,515.00**

PROPOSAL TOTAL **$21,497.00**

SALES TAX IS NOT INCLUDED IN THE BID

ITEMS NOT LISTED ARE NOT INCLUDED

PRICE MAY CHANGE AFTER MATERIALS HAVE BEEN SELECTED

FURNITURE MOVING IS NOT INCLUDED

1300 SFT OF FLOOR PREP ARE INCLUDED.

ALL WORK TO BE DONE DURING REGULAR HOURS. UNLESS ADD FOR AFTERS HOURS IS APPROVED.

All work is to be performed during normal business hours unless noted otherwise.
Only minor floor prep is included.
The filling of holes, trenches, and major floor leveling is not included unless noted otherwise.
Cleaning, waxing, vacuuming or protection of new flooring is not included unless noted otherwise.
Full payment is due ten (10) days from receipt of invoice.
Excludes moisture suppression system.
This proposal is valid for 14 days.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

Flooring Solutions, Inc. - Austin

Signed: _____
Clay Banner

Proposal Total: $21,497.00

WILLIAMSON COUNTY

Signed: _____

Proposed Installation Start Date: _____

Commissioners Court - Regular Session **22.**

Meeting Date: 12/13/2022

Approval of Agreement #202368 for Flooring and Related Services at the Jail from Flooring Solutions, Inc., for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Agreement #202368 for Flooring and Related Services with Flooring Solutions, Inc., an authorized Shaw dealer, for the replacement of flooring in four areas of the Williamson County Jail, 306 W 4th St., Georgetown, TX 78626 in the not-to-exceed amount of $19,439.00 pursuant to cooperative Sourcewell contracts #080819-SII and #080819-TFU and authorizing the purchase.

Background

Requisition #130528 was submitted by the Facilities Management Department to replace flooring at four different areas of the jail to include the jail records room, first floor surveillance room, second floor surveillance room and third floor surveillance room as outlined in the attached proposals. The scope of work includes the demolition and removal of current flooring, installation of new flooring, materials and labor for installation. Funding source is 01.0100.1008.004509 . Point of contract is Gina Wrehsnig or Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Quote

Signed Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/08/2022 10:34 AM
County Judge Exec Asst.	Becky Pruitt	12/08/2022 10:50 AM
Form Started By: Stephanie Robles		Started On: 12/07/2022 04:07 PM
Final Approval Date: 12/08/2022		

Flooring SOLUTIONS INC.
605 W HOWARD LANE SUITE 200
Austin , TX 78753
Phone : (512) 335-8089 / Fax: (512) 258-2581

Proposal

Attn: **THOMAS CROCKETT**
From: Clay Banner
Estimator:
Admin:
Revision #:
Date: 11/15/2022 *Bid Due Date:* 10/28/2022
Plan Date: *Addendum :*

To

WILLIAMSON COUNTY
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Phone: (512) 943-3261-

Project

WILLIAMSON COUNTY JAIL RECORDS ROOM
SHAW CONTRACT SOURCEWELL 080819-SII
405 MARTIN KING ST
GEORGETOWN, TX 78626

DEMO AND INSTALLATION DURING REGULAR HOURS

			Quantity		Unit Price	Line Total
1	**C-1 CARPET SUPPLIED** PATCRAFT COMMERCIAL CARPETS SKILL	FINESSE	150.00	SY	29.000	4,350.00
2	**LABOR TO INSTALL CARPET** FLOORING SOLUTIONS INC. LABOR	NA	150.00	SY	7.493	1,124.00
3	**ADHESIVE MATERIALS SUPPLIED ONLY** SHAW COMMERCIAL CARPETS ADHESIVE - SHAW 5100	4 GALLON PAIL	2.00	EA	140.500	281.00
4	**DEMO OF CARPET** FLOORING SOLUTIONS INC. LABOR	NA	150.00	SY	3.493	524.00
5	**RB-1 WALL BASE** SHAW RESILIENT PRODUCTS WALL BASE 4" COVE	FLINT / 00094	240.00	LF	1.067	256.00
6	**LABOR FOR INSTALL OF RUBBER BASE** FLOORING SOLUTIONS INC. LABOR	NA	240.00	LF	1.000	240.00
7	**FLOOR PREP ALLOWANCE SKIMCOAT FOR 1300** FLOORING SOLUTIONS INC. FLOOR PREP	N/A	1,300.00	SF	1.869	2,430.00

TOTAL (THESE LINE ITEMS TAX EXEMPT) **$9,205.00**

SALES TAX IS NOT INCLUDED IN THE BID

ITEMS NOT LISTED ARE NOT INCLUDED

PRICE MAY CHANGE AFTER MATERIALS HAVE BEEN SELECTED

FURNITURE MOVING IS NOT INCLUDED

2475 SFT OF FLOOR PREP ARE INCLUDED.

ALL WORK TO BE DONE DURING REGULAR HOURS. UNLESS ADD FOR AFTERS HOURS IS APPROVED.

All work is to be performed during normal business hours unless noted otherwise.
Only minor floor prep is included.
The filling of holes, trenches, and major floor leveling is not included unless noted otherwise.
Cleaning, waxing, vacuuming or protection of new flooring is not included unless noted otherwise.
Full payment is due ten (10) days from receipt of invoice.
Excludes moisture suppression system.
This proposal is valid for 14 days.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

Flooring Solutions, Inc. - Austin

Signed: _____
Clay Banner

Proposal Total: $9,205.00

WILLIAMSON COUNTY

Signed: _____

Proposed Installation Start Date: _____

Flooring SOLUTIONS INC.
605 W HOWARD LANE SUITE 200
Austin , TX 78753
Phone : (512) 335-8089 / Fax: (512) 258-2581

Proposal

Attn: **THOMAS CROCKETT**
From: Clay Banner
Estimator:
Admin:
Revision #:
Date: 10/28/2022 *Bid Due Date:* 10/28/2022
Plan Date: *Addendum :*

To

WILLIAMSON COUNTY
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Phone: (512) 943-3261-

Project

WILCO JAIL 1ST FLOOR SURVEILLANCE ROOM.
TARKETT ALLIANCE-168119 SOURCEWELL 080819-TFU
306 W 4th St
GEORGETOWN, TX

PROPOSAL DESCRIPTION

			Quantity		Unit Price	Line Total
1	**STAIR NOSING** FUTURA INDUSTRIES LVT 340 STAIR NOSING	ETCHED ALUMINUM / LVT340	3.00	EA	74.000	222.00
2	**INSTALLATION LABOR ONLY OF STAIR NOSING** FLOORING SOLUTIONS INC. LABOR	NA	3.00	EA	45.000	135.00
3	**DEMO OF CARPET** FLOORING SOLUTIONS INC. LABOR	NA	50.00	EA	3.240	162.00
4	**RB-1 WALL BASE SUPPLIED** JOHNSONITE® WALL BASE (DC)-RUBBER-COVE-4.5" ROLL	BURNT UMBER / DC-63-4.5R	120.00	LF	2.042	245.00
5	**INSTALLATION OF RUBBER BASE** FLOORING SOLUTIONS INC. INSTALLATION LABOR	N/A	120.00	LF	1.817	218.00
6	**LVT-1 SUPPLIED** TARKETT® ID LATITUDE PLANK 6X48	TBD /	360.00	SF	3.408	1,227.00
7	**INSTALLATION LABOR OF VINYL PLANK** FLOORING SOLUTIONS INC. LABOR	NA	360.00	SF	3.500	1,260.00
8	**ADHESIVE MATERIALS SUPPLIED ONLY** TARKETT® ADHESIVE ROLLSMART	4GAL /	1.00	EA	278.000	278.00

TOTAL (THESE LINE ITEMS TAX EXEMPT) **$3,747.00**

All work is to be performed during normal business hours unless noted otherwise.
Only minor floor prep is included.
The filling of holes, trenches, and major floor leveling is not included unless noted otherwise.
Cleaning, waxing, vacuuming or protection of new flooring is not included unless noted otherwise.
Full payment is due ten (10) days from receipt of invoice.
Excludes moisture suppression system.
This proposal is valid for 14 days.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

Flooring Solutions, Inc. - Austin

Signed: _____
Clay Banner

Proposal Total: $3,747.00

WILLIAMSON COUNTY

Signed: _____

Proposed Installation Start Date: _____

Flooring SOLUTIONS INC.
605 W HOWARD LANE SUITE 200
Austin , TX 78753
Phone : (512) 335-8089 / Fax: (512) 258-2581

Proposal

Attn: **THOMAS CROCKETT**
From: Clay Banner
Estimator:
Admin:
Revision #:
Date: 10/28/2022 *Bid Due Date:* 10/28/2022
Plan Date: *Addendum :*

To

WILLIAMSON COUNTY
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Phone: (512) 943-3261-

Project

WILCO JAIL 2ND AND 3RD FLOOR SURVIELLANCE
TARKETT ALLIANCE-168119 SOURCEWELL 080819-TFU
306 W 4th St
GEORGETOWN, TX

PROPOSAL DESCRIPTION

			Quantity		Unit Price	Line Total
1	**STAIR NOSING** FUTURA INDUSTRIES LVT 340 STAIR NOSING	ETCHED ALUMINUM / LVT340	3.00	EA	74.000	222.00
2	**INSTALLATION LABOR ONLY OF STAIR NOSING** FLOORING SOLUTIONS INC. LABOR	NA	3.00	EA	45.000	135.00
3	**DEMO OF CARPET** FLOORING SOLUTIONS INC. LABOR	NA	80.00	SY	2.500	200.00
4	**RB-1 WALL BASE SUPPLIED** JOHNSONITE® WALL BASE (DC)-RUBBER-COVE-4.5" ROLL	BURNT UMBER / DC-63-4.5R	240.00	LF	2.042	490.00
5	**INSTALLATION OF RUBBER BASE** FLOORING SOLUTIONS INC. INSTALLATION LABOR	N/A	240.00	LF	1.817	436.00
6	**LVT-1 SUPPLIED** TARKETT® ID LATITUDE PLANK 6X48	TBD /	684.00	SF	3.409	2,332.00
7	**INSTALLATION LABOR OF VINYL PLANK** FLOORING SOLUTIONS INC. LABOR	NA	684.00	SF	3.500	2,394.00
8	**ADHESIVE MATERIALS SUPPLIED ONLY** TARKETT® ADHESIVE ROLLSMART	4GAL /	1.00	EA	278.000	278.00

TOTAL (THESE LINE ITEMS TAX EXEMPT) **$6,487.00**

All work is to be performed during normal business hours unless noted otherwise.
Only minor floor prep is included.
The filling of holes, trenches, and major floor leveling is not included unless noted otherwise.
Cleaning, waxing, vacuuming or protection of new flooring is not included unless noted otherwise.
Full payment is due ten (10) days from receipt of invoice.
Excludes moisture suppression system.
This proposal is valid for 14 days.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

Flooring Solutions, Inc. - Austin

Signed: _____
Clay Banner

Proposal Total: $6,487.00

WILLIAMSON COUNTY

Signed: _____

Proposed Installation Start Date: _____

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT FOR FLOORING & RELATED SERVICES (Williamson County Jail)

(Flooring Solutions, Inc., Sourcewell #080819-TFU & #080819-SII)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Flooring Solutions, Inc. (hereinafter "Service Provider")**, 605 W. Howard Lane, Ste. 200, Austin, TX 78753 (ph. 512-335-8089). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

> **As described in the attached three (3) Quotes, one (1) dated November 15, 2022 and two(2) dated October 28, 2022, which are incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s), such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service

Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $19,439.00.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on October 28 of The County's fiscal year in which the payment becomes due. The said rate in effect on October 28 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:	$1,000,000	

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

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

V.

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

A. As described in the attached three (3) Quotes, one (1) dated November 15, 2022 and two (2) dated October 28, 2022, which are incorporated herein as if copied in full;

B. Sourcewell #080819-TFU & #080819-SII; and

C. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Addendum and any of the above-referenced agreement documents/exhibits or incorporated documents.

VI.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

VII.

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

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

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be

deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental

setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	Chay Branum
Printed Name	Printed Name
Date: _____ ____, 2022	Date: November 30, 2022

Exhibit(s)
Quotes – one (1) dated November 15, 2022 and two (2) dated October 28, 2022,
Incorporated herein as if copied in full

Commissioners Court - Regular Session **23.**

Meeting Date: 12/13/2022

Approval of Proposal of Pollution Liability Insurance with Commerce and Industry Insurance Company for Fleet Service 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 the Proposal of Pollution Liability Insurance through AIG Storage Tank Third Party Liability for Policy Number PLC000168373 with Commerce and Industry Insurance Company for the term of 12.18.2022 – 12.18.2023, and authorizing execution of the document.

Background

This is a recurring annual insurance policy that is required for the County's fuel storage tanks. Policy funding is budgeted annually. FY 23 annual premium is estimated at $1,045.00, however, obtaining this insurance is a two-step agenda posting process. The proposal acceptance, attached herein, is submitted to the Commissioner's Court agenda first, followed by a later submission with the renewal quote. The quote for pricing cannot be received until the proposal has been approved and signed. The funding source is 01.0882.0882.004416. The Fleet Services Department point of contact is Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/08/2022 10:13 AM
County Judge Exec Asst.	Becky Pruitt	12/08/2022 10:21 AM
Form Started By: Erica Smith		Started On: 12/01/2022 10:35 AM
Final Approval Date: 12/08/2022		

[redacted]

chamber
insurance agency services

20 Commerce Drive
Second Floor
Cranford, N.J. 07016

Toll Free: 800.336.2007
Fax: 973.731.2288
www.chamberagent.com

11/16/22

Ms. Shela Ferrell
JI Special Risks Insurance Agency, Inc.
10535 Boyer Boulevard, Suite 100
Austin, TX 78758-

Re: AIG Environmental TankGuard® Program
Applicant: Williamson County
Effective Date: 12/18/22

Dear Ms. Ferrell:

Thank you for allowing Chamber Insurance Agency Services LLC to provide terms for coverage under the AIG Environmental TankGuard® Program. Having carefully reviewed your submission, we are pleased to offer the enclosed Premium Indication for a policy underwritten by the Commerce and Industry Insurance Company.

The enclosed Indication is based on the information contained in your submission, and may require that you submit certain additional information to us for approval prior to our binding coverage on your behalf. Moreover, this Indication could be subject to change or withdrawal, depending on the content of the information provided.

We recommend that you immediately review this Indication in its entirety to determine whether any additional information is required. If so, we encourage you to submit it to us immediately.

Very truly yours,

Amy Feltmann
Senior Account Executive
(973) 669-2335
afeltmann@chamberagent.com
Enclosures

NOTIFICATION

CHANGE TO INSURER'S ADDRESS

Please be advised that all references to the address 175 Water Street, New York, NY 10038 contained in the Policy, Declarations, riders, endorsements, and Policy notices are hereby deleted in their entirety and replaced with the following: 1271 Ave of the Americas FL 37, New York, NY 10020-1304

All other terms and conditions of the Policy remain the same.

Commerce And Industry Insurance Company [redacted]

Prepared Especially For
Williamson County

The following is our premium indication for the storage tank system listed below. Coverage for Storage Tank Third Party Liability, Corrective Action and Clean-up Costs is offered using Commerce and Industry Insurance Company Form #81106(08/09) with the appropriate endorsements listed below.
Coverage is offered on a Claims Made and Reported Basis.

Policy Dates: From: 12/18/22 To: 12/18/23
Retroactive Date: See Schedule
Commission Rate: 5.00
Covered Storage Tank Systems Locations: See Schedule Attached

Opt.	Limits of Liability (Ea Incident/Agg.)	Deductible (Ea Incident)	Annual Premium	State Surcharges
001	1,000,000/ 1,000,000	10,000	525	.00 * .00 **

All premiums are fully earned upon tank removal. There will be no credit for midterm removal.

* State Surcharges are in addition to the annual premium and are assessed when covered locations are within the states of KY, WV, NJ, FL and/or OR.
** This is the additional State Surcharge premium if TRIA is accepted.
Payment of surcharges is expected along with the annual premium at binding of coverage.

The premium amount(s) stated above does not include the premium for Terrorism Risk Insurance Act Coverage. Please see the attached Disclosure Statement regarding Terrorism Risk Insurance Act Coverage and the premium for such coverage. In the event that you choose to purchase TRIA Coverage along with one of the options above, the total premium shall be the premium shown above for the option chosen plus the TRIA Coverage premium shown on the attached Disclosure Statement for that option.

Coverage Forms and Endorsements:
- Storage Tank Policy 81106(08/09)
- Storage Tank Declarations Page 81206(08/09)
- Site Schedule 81029(02/13)
- Schedule of Coverage Storage Tank Systems 81017(10/02)
- Separation of Insureds Endorsement 81026(10/02)
- Gaining the Ultimate Value-Added Advantage Thgh AIG 127135(11/17)
- Economic Sanctions Endorsement 89644(06/13)
- Notice of Loss/Notice of Claim 91968(12/06) CI2940
- 81755(03/03) Texas Amendatory End. Concealment & Fraud Condition
- 74802(03/20) Texas Liability Ins. Amen. Endt Cancellation & Nonren.
- 81046(10/02) Texas Endorsement Prompt Payment of Claim
- 81045(10/02) Texas Endt Notice of Settlement of Liability Claims
- 135940(2/20) Texas Complaint Notice

[redacted]

This indication is subject to the following, prior to binding:
- Written request to bind
- Signed TRIA Disclosure Statement (if Insured is rejecting coverage)
- If TRIA Coverage is rejected, then All Terrorism Exclusion Endorsement 118950(1/15) will be attached.
- If TRIA Coverage is accepted, Federal Share of Compensation Under TRIA And Cap On Losses Endorsement 125595(03/17) will be attached.
- Full Net Premium Payment by effective date

NOTICE: PLEASE READ CAREFULLY THE ATTACHED POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT OF 2002. THE INSURED REPRESENTS AND WARRANTS THAT AN OFFICER OF THE INSURED SHALL COMPLETE, SIGN AND RETURN SUCH DISCLOSURE STATEMENT TO THE COMPANY WITHIN 30 DAYS OF THE DATE OF BINDING THIS INDICATION, IF CERTIFIED ACTS OF TERRORISM COVERAGE UNDER TRIA OF 2002 IS REJECTED BY THE INSURED AND THAT THE INSURED OR ITS BROKER SHALL ADVISE THE COMPANY ELLECTRONICALLY THROUGH THE E-TANK SYSTEM OF SUCH REJECTION PRIOR TO BINDING. HOWEVER, IF SUCH COVERAGE IS ACCEPTED BY THE INSURED, THE BROKER MUST ADVISE THE COMPANY IN WRITING ELLECTRONICALLY THROUGH THE E-TANK SYSTEM PRIOR TO BINDING, THE COMPANY SHALL RELY UPON THIS REPRESENTATION AND WARRANTY IN THE ISSUANCE OF ANY BINDER ISSUED RELATED TO THIS INDICATION.

All submitted information is subject to underwriter approval.
Federal and/or state required Storage Tank Certificates of Financial responsibility.
40 CFR 280.97 or state equivalent will also be included when the policy is issued.

This indication is valid for 30 days from the date of this letter if new business, or if a renewal, until the proposed policy inception date shown above.

If you have any questions regarding this indication, please contact the program specialist shown below.

Very truly yours,

Amy Feltmann
Senior Account Executive
(973) 669-2335

SCHEDULE OF COVERED STORAGE TANK SYSTEMS [redacted]

Location Address	UST/ AST	Capacity Capacity	Install Year	Retro Date
Williamson County				
3161 S.E. Inner Loop Georgetown, TX 78626				
	UST	20,000	2019	7/12/19
	UST	20,000	2019	7/12/19
	UST	3,000	2019	7/12/19

[redacted]

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that 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 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 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 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.

Unless you, or your insurance broker on your behalf, **REJECTS** in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Option 1 Terrorism Act Premium: $45

_____ 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.

Commerce and Industry Insurance Company

Return to: Chamber Insurance Agency LLC
20 Commerce Drive, 2nd Floor
Cranford, NJ 07016-3617

_____
Policyholder/Applicant's Signature

_____
Policyholder/Applicant's Printed Name

_____
Date

[redacted]

121187 (01/16)
CI5974

PROPOSAL ACCEPTANCE - 18

[redacted]

Williamson County

I/We accept Proposal for a policy providing the following Limits of Liability and Deductible:

Limits of Liability: _____ Deductible: _____

____ I hereby elect to purchase Terrorism coverage for a premium of $ _____.

____ I hereby reject coverage in accordance with the Terrorism Risk Insurance Act of 2002.

_____ _____

Signature of Applicant or Authorized Representative Date

Commissioners Court - Regular Session **24.**

Meeting Date: 12/13/2022

Authorize Issuing Advertisement for IFB #23IFB20 Asphalt Emulsions 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 Asphalt Emulsions, under IFB #23IFB20.

Background

Williamson County is seeking qualified companies to provide Asphalt Emulsions per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. Budgeted amount: $2,000,000.00. Funding source: 01-0200-0210-003550 and 01-0200-0210-003597. The department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/08/2022 10:15 AM
County Judge Exec Asst.	Becky Pruitt	12/08/2022 10:21 AM
Form Started By: Gretchen Glenn		Started On: 12/05/2022 02:57 PM
Final Approval Date: 12/08/2022		

Commissioners Court - Regular Session **25.**

Meeting Date: 12/13/2022

Authorize Issuing Advertisement for IFB #23IFB19 Asphalt Cement for Road and Bridge

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids under IFB #23IFB19 Asphalt Cement for Road and Bridge Department.

Background

Williamson County is seeking qualified suppliers for the purchase and delivery of Asphalt Cement per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. Budgeted amount: $450,000.00. Funding source: 01.0200.0210.003597. The department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/08/2022 10:25 AM
County Judge Exec Asst.	Becky Pruitt	12/08/2022 10:29 AM
Form Started By: Stephanie Robles		Started On: 12/07/2022 01:27 PM
Final Approval Date: 12/08/2022		

Commissioners Court - Regular Session **26.**

Meeting Date: 12/13/2022

Preliminary plat for the Flora Phase 1A 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 ratifying and approving the preliminary plat for the Flora Phase 1A subdivision – Precinct 4.

Background

This proposed subdivision consists of 432 lots and 20,503 linear feet of new public roads on 144.99 acres. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this preliminary plat in order to meet the review timelines set forth in House Bill 3167.

Timeline

2022-01-18 – initial submittal of the preliminary plat
2022-02-17 – 1st review complete with comments
2022-05-17 – 2nd submittal of preliminary plat
2022-06-01 – 2nd review complete with comments
2022-06-17 – 3rd submittal of preliminary plat
2022-07-01 – 3rd review complete with comments
2022-10-26 – 4th submittal of preliminary plat
2022-11-10 – 4th review complete with comments
2022-11-18 – 5th submittal of preliminary plat
2022-12-01 – 5th review complete with comments clear
2022-12-02 – County Engineer approval letter sent
2022-12-08 – preliminary plat placed on the December 13, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Flora Ph 1A

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/08/2022 11:30 AM
Form Started By: Adam Boatright		Started On: 12/08/2022 11:08 AM
Final Approval Date: 12/08/2022		

FLORA PHASE IA

WILLIAMSON COUNTY, TEXAS

0 100' 200' 400'

SCALE: 1"=200'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPOSED ROADWAY CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- PHASE/SECTION LINE

VICINITY MAP
N.T.S

SHEET INDEX	
#	SHEET TITLE
1	PRELIMINARY PLAT OVERALL
2	PLAT NOTES AND TABLES
3	DETAILED PRELIMINARY PLAT (SHEET 1 OF 8)
4	DETAILED PRELIMINARY PLAT (SHEET 2 OF 8)
5	DETAILED PRELIMINARY PLAT (SHEET 3 OF 8)
6	DETAILED PRELIMINARY PLAT (SHEET 4 OF 8)
7	DETAILED PRELIMINARY PLAT (SHEET 5 OF 8)
8	DETAILED PRELIMINARY PLAT (SHEET 6 OF 8)
9	DETAILED PRELIMINARY PLAT (SHEET 7 OF 8)
10	DETAILED PRELIMINARY PLAT (SHEET 8 OF 8)
11	LOT SUMMARY TABLE
12	PRELIMINARY UTILITY PLAN

PREPARED BY:
HALFF ASSOCIATES
13620 BRIARWICK DRIVE
SUITE 100
AUSTIN, TX 78729

CONTACT: MATTHEW A. RECTOR SR., P.E.
PHONE: 512-777-4580
EMAIL: MRECTOR@HALFF.COM

ORIGINAL SUBMISSION DATE: JANUARY 18, 2022

OWNER:
HUTTO 525 DEVELOPMENT PARTNERS LP
10235 WEST LITTLE YORK, SUITE 300
HOUSTON, TX 77040

CONTACT: MATTHEW JANKE
PHONE: 713-239-2925 EXT. 5002
EMAIL: MJANKE@EMPIRECONTINENTAL.COM

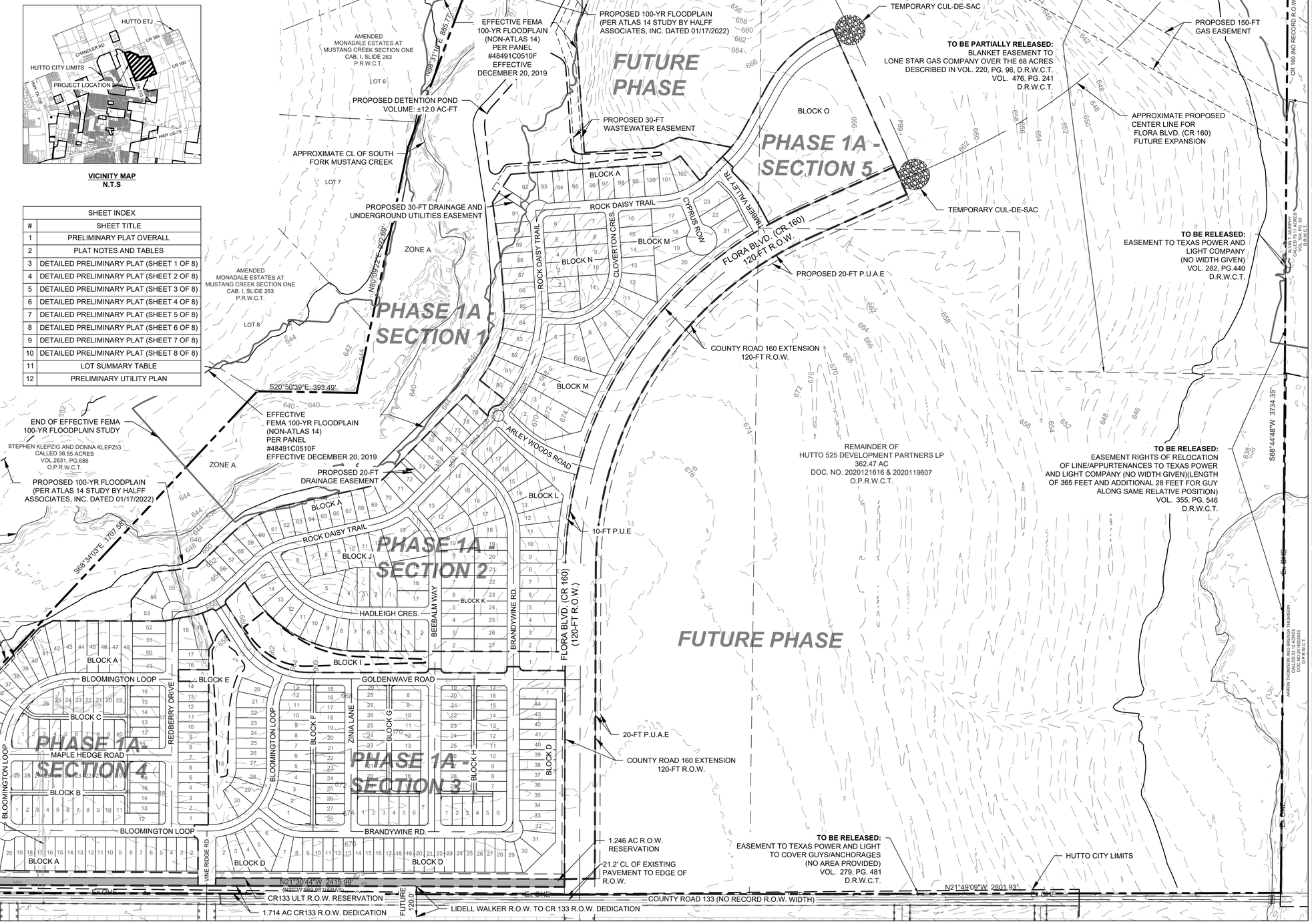
DEVELOPER:
EMPIRE CONTINENTAL
10235 WEST LITTLE YORK, SUITE 300
HOUSTON, TX 77040

CONTACT: MATTHEW JANKE
PHONE: 713-239-2925 EXT. 5002
EMAIL: MJANKE@EMPIRECONTINENTAL.COM

SURVEYOR:
HALFF ASSOCIATES
13620 BRIARWICK DRIVE
SUITE 100
AUSTIN, TX 78729

CONTACT: MARVIN MARDOCK, RPLS
PHONE: 512-777-4594
EMAIL:MMARDOCK@HALFF.COM

ACREAGE:
PHASE 1A: 144.99 AC
REMAINDER OF TRACT: 217.48 AC
TOTAL TRACT: 362.47 AC



Revision No.	Date	Description

PRELIMINARY

FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

MATTHEW A. RECTOR SR., PE — 122861
NAME — P.E. NO.
DATE — 12/05/2022
TBPELS ENGINEERING FIRM #312

HALFF
HALFF ASSOCIATES, INC.
TBPELS ENGINEERING FIRM #F-312
TBPELS SURVEYING FIRM #F-10029607
13620 BRIARWICK DR
BLDG C
AUSTIN, TX 78729
(512) 777-4600

Project No.:	36360.100
Issued:	12/4/2022
Drawn By:	SDK/SLD
Checked By:	TLH
Scale:	1:200

Sheet Title

PRELIMINARY PLAT OVERALL

1 OF 12

Sheet Number

W:\RCH\36000s\36360\100\CADD\Sheets\AUS\C-PPLT-OVER-36360.100.dwg
ANSI A (8.50 x 11.00 Inches) HALFF.stb
Helms, Paul
7:03:35 PM
12/4/2022

WILLIAMSON COUNTY PLAT NOTES

APPENDIX C OF THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS
ADOPTED AND EFFECTIVE DECEMBER 7, 2021

C10.2 UTILITY SERVICE PROVIDERS:
WATER SERVICE IS PROVIDED BY: JONAH SPECIAL UTILITY DISTRICT
WASTEWATER SERVICE IS PROVIDED BY: SOUTHFORK RANCH MUNICIPAL UTILITY DISTRICT

A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES

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

DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD OR PRIVATE ALLEYS AND NOT TO FLORA BOULEVARD OR CR133, AN ADJACENT COUNTY ROAD.

BLOCK B LOT 30, BLOCK C LOT 18, BLOCK F LOT 14, BLOCK G LOT 18, BLOCK H LOT 18 ARE ALLEYS AND ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

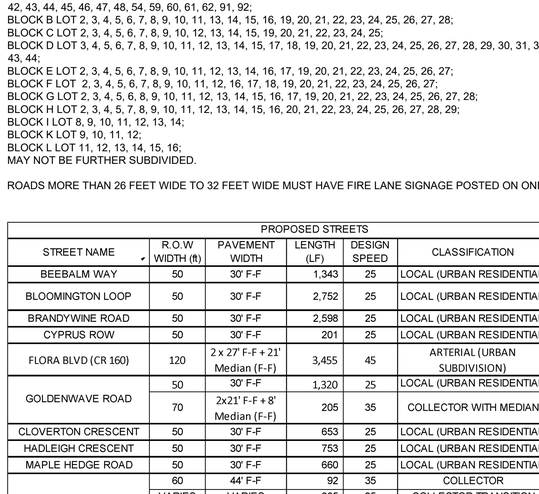
BLOCK A LOT 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 54, 59, 60, 61, 62, 91, 92;
BLOCK B LOT 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28;
BLOCK C LOT 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 19, 20, 21, 22, 23, 24, 25;
BLOCK D LOT 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44;
BLOCK E LOT 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27;
BLOCK F LOT 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27;
BLOCK G LOT 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28;
BLOCK H LOT 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29;
BLOCK I LOT 8, 9, 10, 11, 12, 13, 14;
BLOCK K LOT 9, 10, 11, 12;
BLOCK L LOT 11, 12, 13, 14, 15, 16;
MAY NOT BE FURTHER SUBDIVIDED.

ROADS MORE THAN 26 FEET WIDE TO 32 FEET WIDE MUST HAVE FIRE LANE SIGNAGE POSTED ON ONE SIDE OF THE ROAD.

PROPOSED STREETS						
STREET NAME	R.O.W WIDTH (ft)	PAVEMENT WIDTH	LENGTH (LF)	DESIGN SPEED	CLASSIFICATION	OWNERSHIP
BEEBALM WAY	50	30' F-F	1,343	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
BLOOMINGTON LOOP	50	30' F-F	2,752	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
BRANDYWINE ROAD	50	30' F-F	2,598	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
CYPRUS ROW	50	30' F-F	201	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
FLORA BLVD (CR 160)	120	2 x 27' F-F + 21' Median (F-F)	3,455	45	ARTERIAL (URBAN SUBDIVISION)	PUBLIC
GOLDENWAVE ROAD	50	30' F-F	1,320	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
	70	2x21' F-F + 8' Median (F-F)	205	35	COLLECTOR WITH MEDIAN	PUBLIC
CLOVERTON CRESCENT	50	30' F-F	653	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
HADLEIGH CRESCENT	50	30' F-F	753	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
MAPLE HEDGE ROAD	50	30' F-F	660	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
ARLEY WOODS ROAD	60	44' F-F	92	35	COLLECTOR	PUBLIC
	VARIES	VARIES	205	35	COLLECTOR TRANSITION	PUBLIC
	70	2x21' F-F + 8' Median (F-F)	86	35	COLLECTOR WITH MEDIAN	PUBLIC
REDBERRY DRIVE	50	30' F-F	895	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
ROCK DAISY TRAIL	50	30' F-F	3,134	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
	60	44' F-F	530	35	COLLECTOR	PUBLIC
	VARIES	VARIES	142	35	COLLECTOR TRANSITION	
	70	2x21' F-F + 8' Median (F-F)	92	35	COLLECTOR WITH MEDIAN	PUBLIC
TIMBER VALLEY TRAIL	60	44' F-F	342	35	COLLECTOR	PUBLIC
	VARIES	VARIES	121	35	COLLECTOR TRANSITION	PUBLIC
	70	2x21' F-F + 8' Median (F-F)	78	35	COLLECTOR WITH MEDIAN	PUBLIC
VINE RIDGE ROAD	70	2x21' F-F + 8' Median (F-F)	215	35	COLLECTOR WITH MEDIAN	PUBLIC
ZINIA LANE	50	30' F-F	631	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC

LAND USE TABLE		
LAND USE SUMMARY	# OF LOTS	BLOCK/LOT
SINGLE FAMILY RESIDENTIAL	406	BLOCK A LOT 2-102; BLOCK B LOT 1-17, 19-29; BLOCK C LOT 1-16, 19-25; BLOCK D 3-44; BLOCK E LOT 1-14, 16-30; BLOCK F LOT 1-12, 16-28; BLOCK G LOT 1-6, 8-17, 19-28; BLOCK H LOT 1-16, 20-29; BLOCK I LOT 2-15; BLOCK J LOT 1-17; BLOCK K LOT 2-27; BLOCK L LOT 2-18; BLOCK M LOT 2-23; BLOCK N LOT 1-10
OPEN SPACE	22	BLOCK A LOT 1, 103; BLOCK B LOT 18,30; BLOCK C LOT 17,18,26; BLOCK D LOT 1-2, 45; BLOCK E LOT 15; BLOCK F LOT 13-15; BLOCK G LOT 7,18,29; BLOCK H LOT 17-19; BLOCK M LOT 1; BLOCK N LOT 11
PARKLAND	3	BLOCK I LOT 1; BLOCK K LOT 1; BLOCK L LOT 1
AMENITY SPACE	1	BLOCK O LOT 1
TOTAL	432	

BLOCK	# OF LOTS
A	103
B	30
C	26
D	45
E	30
F	28
G	29
H	29
I	15
J	17
K	27
L	18
M	23
N	11
O	1
Total	432



MINI ROUND-ABOUT DETAIL
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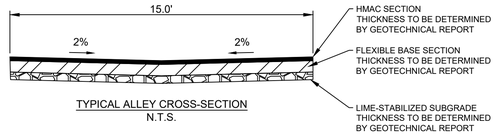

TYPICAL ALLEY CROSS-SECTION
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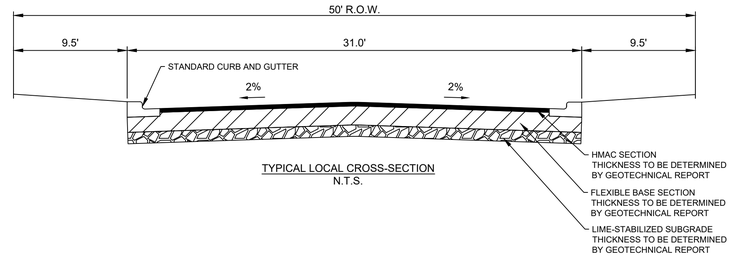

TYPICAL LOCAL CROSS-SECTION
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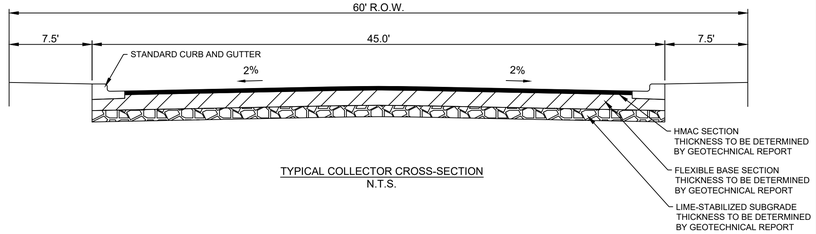
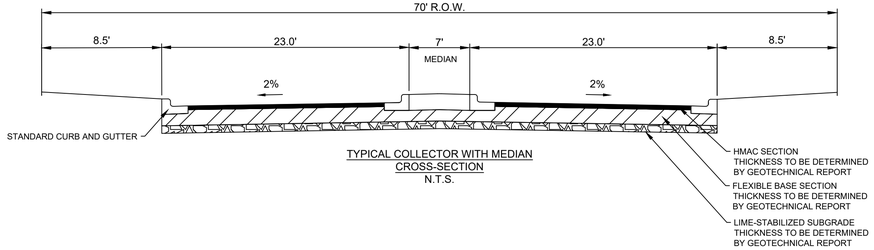
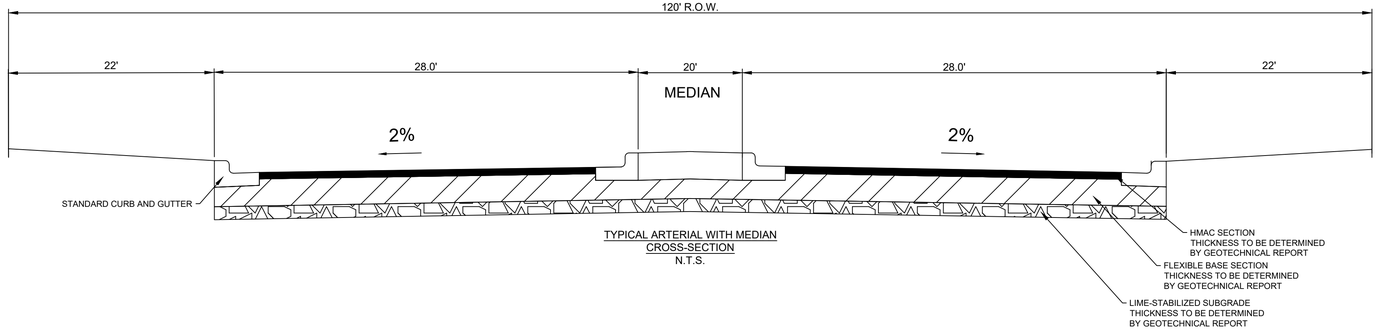


TYPICAL COLLECTOR CROSS-SECTION
N.T.S.



TYPICAL COLLECTOR WITH MEDIAN
CROSS-SECTION
N.T.S.



TYPICAL ARTERIAL WITH MEDIAN
CROSS-SECTION
N.T.S.

FLORA PHASE IA

WILLIAMSON COUNTY, TEXAS

HALFF ASSOCIATES, INC.
TBPELS ENGINEERING FIRM #F-312
TBPELS SURVEYING FIRM #F-10029607
1500 CRANDWAY DR
BLDG C
AUSTIN, TX 78729
(512) 777-4600

Revision No.	Date	Description

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MATTHEW A. RECTOR SR., PE 122861
NAME P.E. NO.
DATE 12/05/2022
TBPELS ENGINEERING FIRM #312

Project No.:	36360.100
Issued:	12/4/2022
Drawn By:	SDK/SLD
Checked By:	TLH
Scale:	

Sheet Title

PLAT NOTES AND TABLES

2 OF 12

Sheet Number

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Helms, Paul
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12/4/2022

Line Table		
Line #	Length	Direction
L1	705.16	N21° 30' 33"W
L2	635.75	N68° 35' 54"E
L3	426.03	S68° 34' 03"E
L9	1223.41	N21° 30' 33"W
L17	51.64	S15° 44' 18"W

Curve Table			
Curve #	Length	Radius	Delta
C1	216.45	1737.44	7.1379
C4	32.51	50.00	37.2505

0 25' 50' 100'

SCALE: 1"=50'

LEGEND

PROPERTY LINE	
ADJACENT PROPERTY LINE	
RIGHT-OF-WAY CENTERLINE	
BUILDING SETBACK	
EXISTING EASEMENT LINE	
PROPOSED EASEMENT LINE	
POND FOOTPRINT	
CREEK CENTER LINE	
EXISTING FLOODPLAIN	
PROPOSED FLOODPLAIN	
CLUSTER MAILBOX UNIT	CBU
SF	SINGLE FAMILY RESIDENTIAL LAND USE
OS	OPEN SPACE LAND USE
AS	AMENITY SPACE LAND USE
PL	PARKLAND LAND USE

LOT 26

LOT 25

LOT 24

38.49' FROM MONUMENT TO ADJACENT PROPERTY LINE

20-FT PROPOSED PUBLIC UTILITY AND ACCESS EASEMENT(P.U.A.E)

20-FT PROPOSED DRAINAGE EASEMENT

18.2' CL OF EXISTING PAVEMENT TO EDGE OF R.O.W.

FUTURE 120.0' LIDELL WALKER R.O.W. TO CR 133 R.O.W. DEDICATION

25' BUILDING SETBACK FROM ARTERIAL R.O.W. NO BUILDINGS OR STRUCTURES INCLUDING SIGN STRUCTURES SHALL BE PLACED WITHIN THIS SETBACK

CR133 ULT R.O.W.

0.674 AC R.O.W. RESERVATION

20-FT PROPOSED PUBLIC UTILITY AND ACCESS EASEMENT(P.U.A.E)

TO BE RELEASED:
CENTERLINE OF EASEMENT TO TEXAS POWER AND LIGHT COMPANY (NO WIDTH GIVEN) VOLUME 280, PAGE 356 D.R.W.C.T.

CR 133

PROP 72.83' R.O.W.

1.714 AC R.O.W. DEDICATION

0.674 AC R.O.W. RESERVATION

25' BUILDING SETBACK FROM ARTERIAL R.O.W. NO BUILDINGS OR STRUCTURES INCLUDING SIGN STRUCTURES SHALL BE PLACED WITHIN THIS SETBACK

BLOOMINGTON LOOP

PROPOSED SIGHT DISTANCE EASEMENT

N68°29'16"E 325.00

PROPOSED SIGHT DISTANCE EASEMENT

PROPOSED SIGHT DISTANCE EASEMENT

L17 Δ=90°00'00" L=43.97' R=275.00'

EXISTING PLUGGED WELL

MAPLE HEDGE ROAD

N21°30'44"W 465.00

N21°30'44"W 660.00

N21°30'44"W 809.09

357.52 S21°30'44"E

385.00 S21°30'44"E

BLOOMINGTON LOOP

229.33 S68°29'16"W

PROPOSED SIGHT DISTANCE EASEMENT

229.33 S68°29'16"W

PROPOSED SIGHT DISTANCE EASEMENT

N68°29'16"E 867.69

N68°29'16"E 867.69

REDBERRY DRIVE

MATCH LINE - SEE SHEET 4

MATCH LINE - SEE SHEET 5

BLOCK A

BLOCK B

BLOCK C

BLOCK D

BLOCK E

OS

AS

CBU

FLORA PHASE IA

WILLIAMSON COUNTY, TEXAS

HALFF

HALFF ASSOCIATES, INC.
TBPELS ENGINEERING FIRM #F-312
TBPELS SURVEYING FIRM #F-10029607
1000 RAMBAM CIR
BLDG C
AUSTIN, TX 78729
(512) 777-4600

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NAME	P.E. NO.
DATE	12/05/2022
TBPELS ENGINEERING FIRM #312	

Project No.:	36360.100
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Sheet Title

DETAILED PRELIMINARY PLAT (SHEET 1 OF 8)

3 OF 12

Sheet Number

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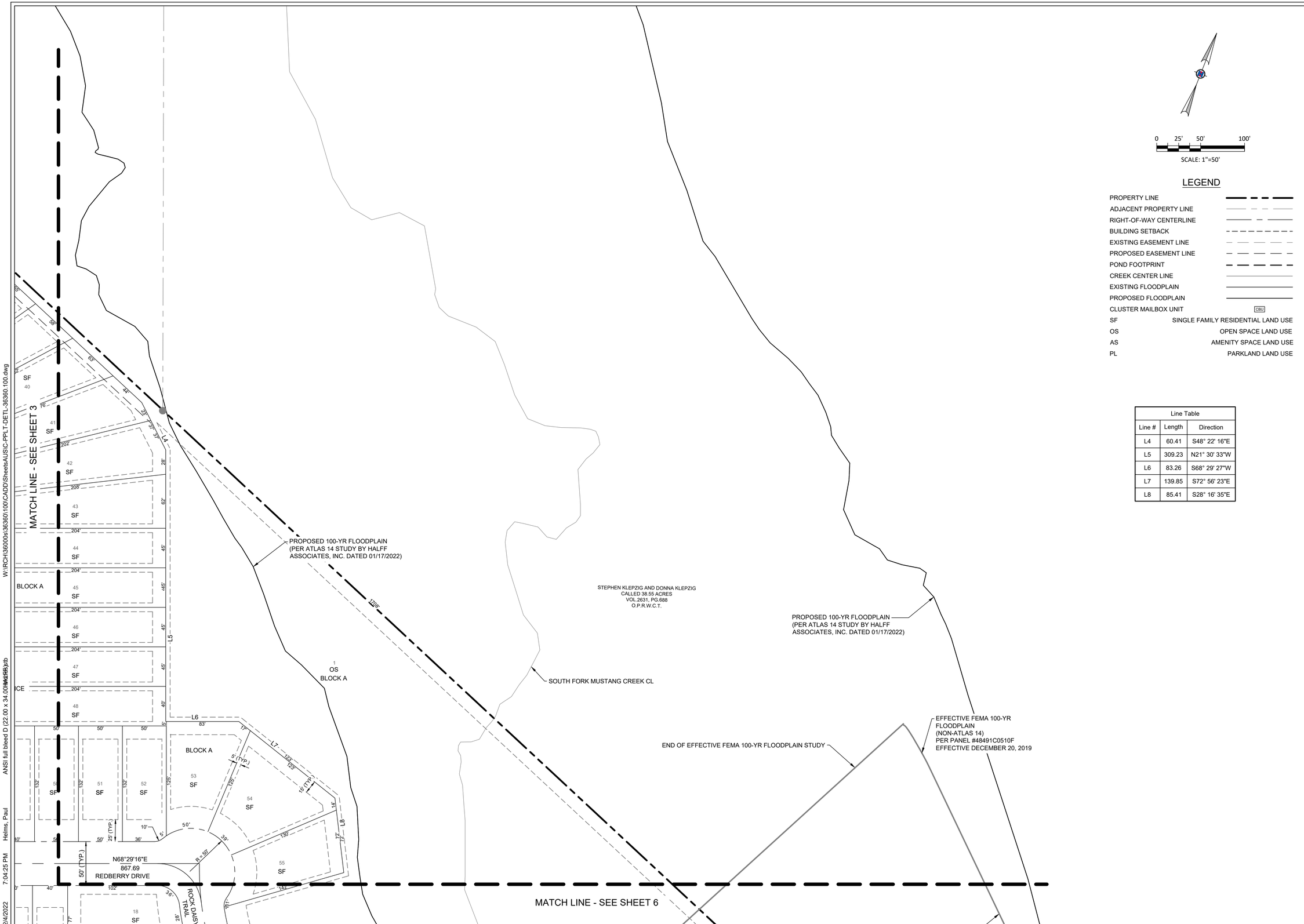

0 25' 50' 100'

SCALE: 1"=50'

LEGEND

PROPERTY LINE	
ADJACENT PROPERTY LINE	
RIGHT-OF-WAY CENTERLINE	
BUILDING SETBACK	
EXISTING EASEMENT LINE	
PROPOSED EASEMENT LINE	
POND FOOTPRINT	
CREEK CENTER LINE	
EXISTING FLOODPLAIN	
PROPOSED FLOODPLAIN	
CLUSTER MAILBOX UNIT	CBU
SF	SINGLE FAMILY RESIDENTIAL LAND USE
OS	OPEN SPACE LAND USE
AS	AMENITY SPACE LAND USE
PL	PARKLAND LAND USE

Line Table		
Line #	Length	Direction
L4	60.41	S48° 22' 16"E
L5	309.23	N21° 30' 33"W
L6	83.26	S68° 29' 27"W
L7	139.85	S72° 56' 23"E
L8	85.41	S28° 16' 35"E

FLORA PHASE IA

WILLIAMSON COUNTY, TEXAS

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Sheet Title

DETAILED PRELIMINARY PLAT (SHEET 2 OF 8)

4 OF 12

Sheet Number

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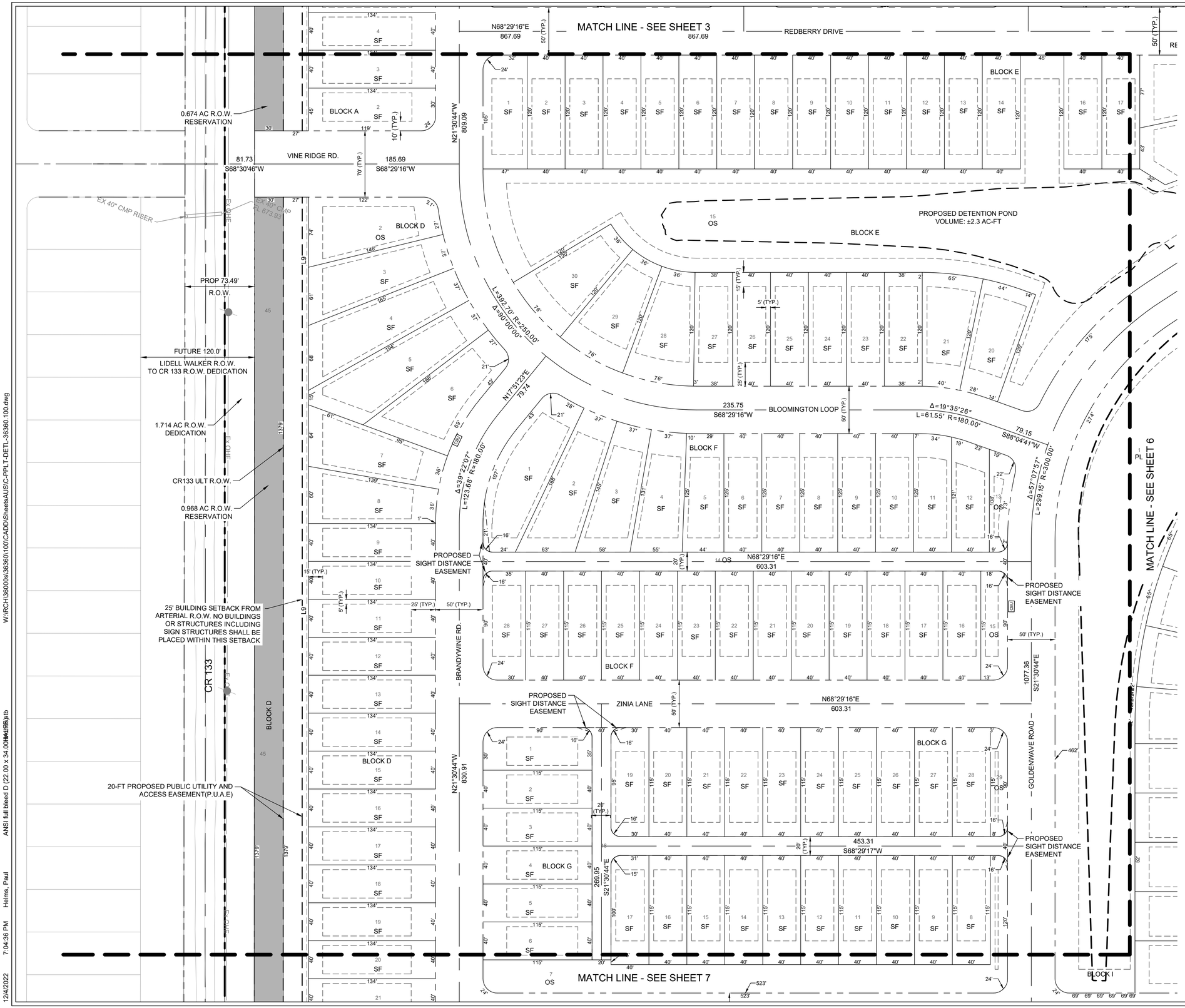

0 25' 50' 100'

SCALE: 1"=50'

LEGEND

PROPERTY LINE	
ADJACENT PROPERTY LINE	
RIGHT-OF-WAY CENTERLINE	
BUILDING SETBACK	
EXISTING EASEMENT LINE	
PROPOSED EASEMENT LINE	
POND FOOTPRINT	
CREEK CENTER LINE	
EXISTING FLOODPLAIN	
PROPOSED FLOODPLAIN	
CLUSTER MAILBOX UNIT	CBU
SF	SINGLE FAMILY RESIDENTIAL LAND USE
OS	OPEN SPACE LAND USE
AS	AMENITY SPACE LAND USE
PL	PARKLAND LAND USE

Line Table		
Line #	Length	Direction
L9	1223.41	N21° 30' 33"W

FLORA PHASE IA

WILLIAMSON COUNTY, TEXAS

HALFF

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TBPELS SURVEYING FIRM #F-10029607
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Sheet Title

DETAILED PRELIMINARY PLAT (SHEET 3 OF 8)

5 OF 12

Sheet Number

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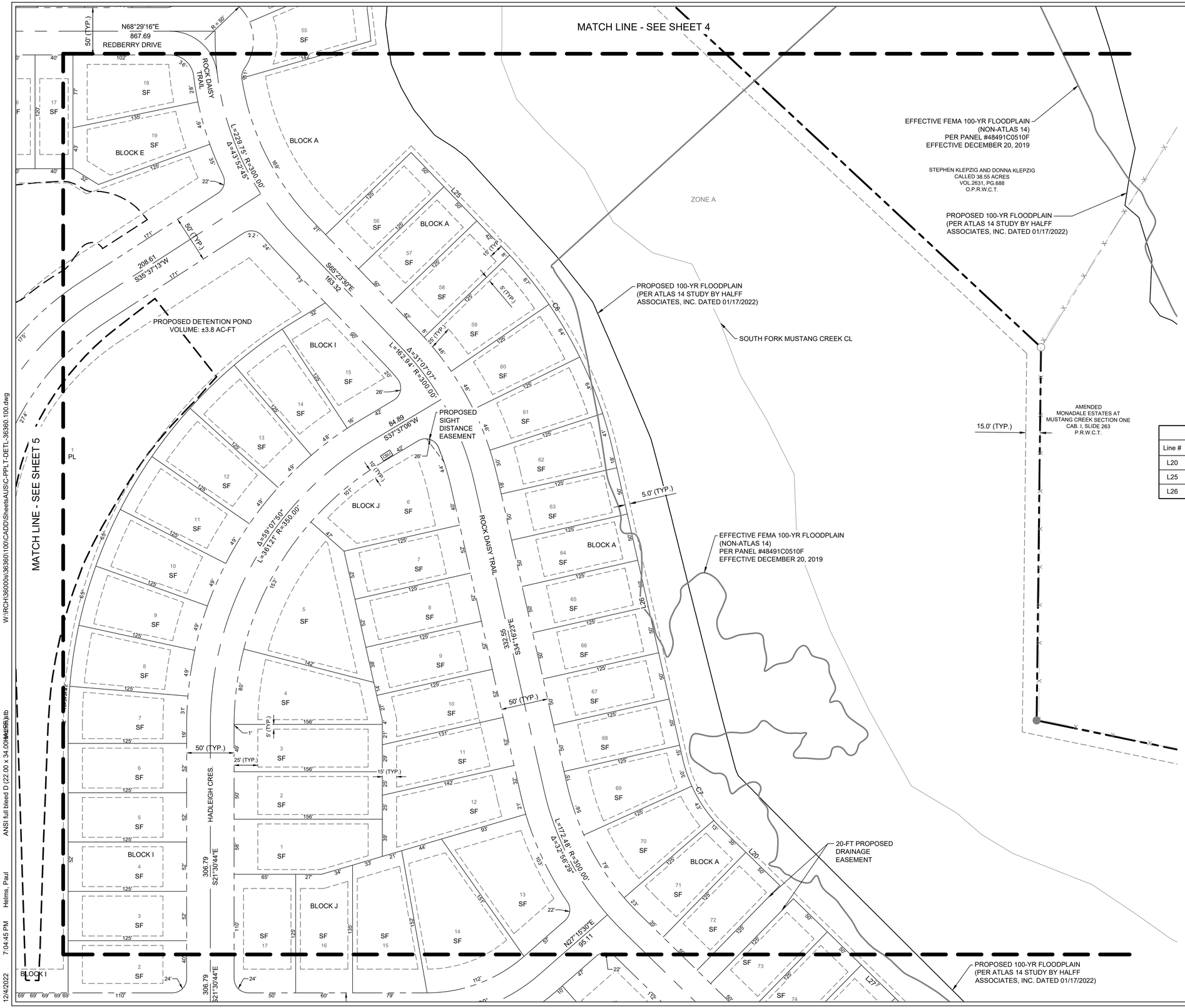

LEGEND

PROPERTY LINE	
ADJACENT PROPERTY LINE	
RIGHT-OF-WAY CENTERLINE	
BUILDING SETBACK	
EXISTING EASEMENT LINE	
PROPOSED EASEMENT LINE	
POND FOOTPRINT	
CREEK CENTER LINE	
EXISTING FLOODPLAIN	
PROPOSED FLOODPLAIN	
CLUSTER MAILBOX UNIT	CBU
SF	SINGLE FAMILY RESIDENTIAL LAND USE
OS	OPEN SPACE LAND USE
AS	AMENITY SPACE LAND USE
PL	PARKLAND LAND USE

Line Table		
Line #	Length	Direction
L20	85.13	N67° 12' 52"W
L25	142.06	N65° 23' 30"W
L26	332.55	N34° 16' 23"W

Curve Table			
Curve #	Length	Radius	Delta
C6	244.40	450.00	31.1185
C7	86.24	150.00	32.9413

FLORA PHASE IA

WILLIAMSON COUNTY, TEXAS

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DETAILED PRELIMINARY PLAT (SHEET 4 OF 8)

6 OF 12

Sheet Number

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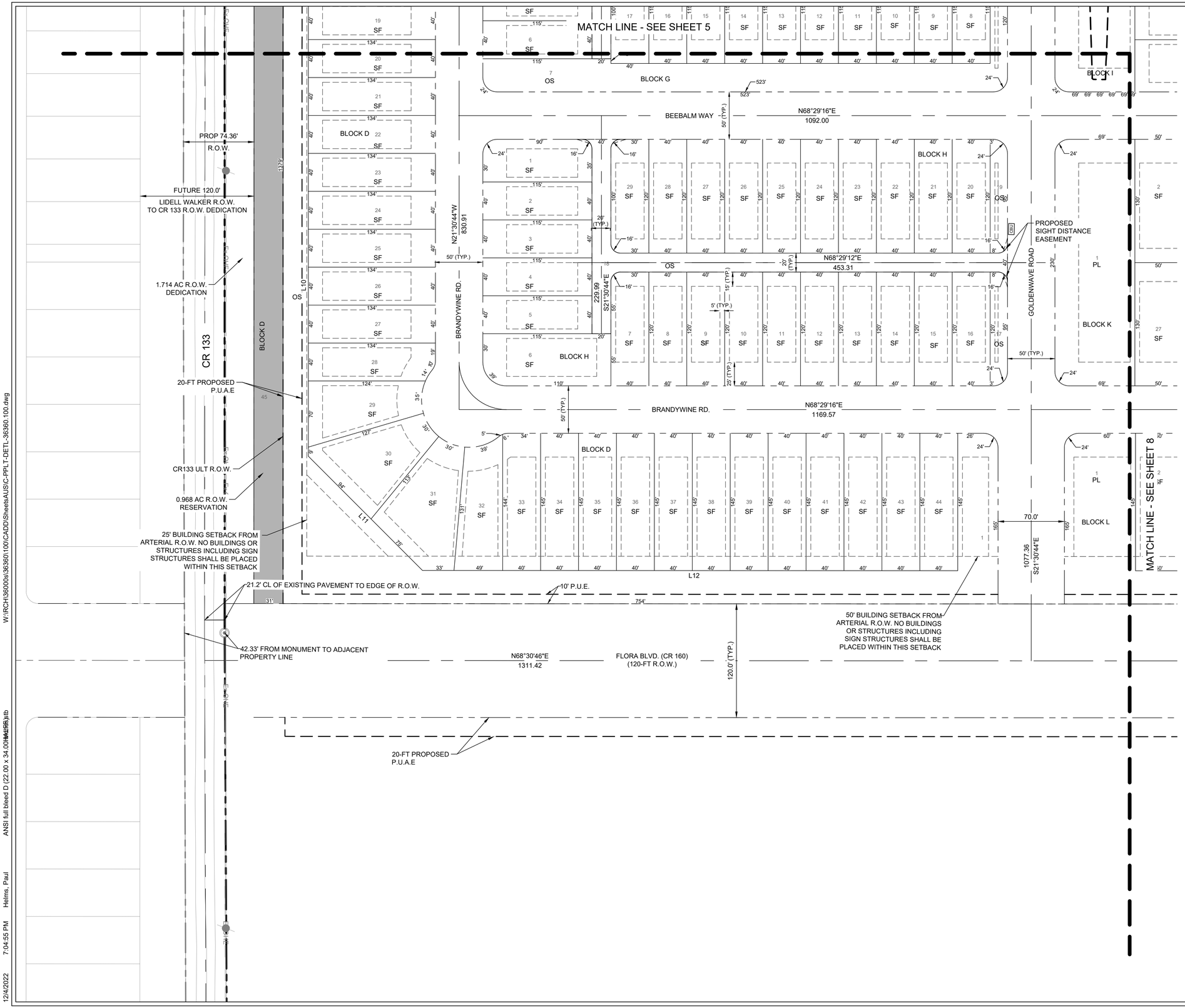

LEGEND

PROPERTY LINE	
ADJACENT PROPERTY LINE	
RIGHT-OF-WAY CENTERLINE	
BUILDING SETBACK	
EXISTING EASEMENT LINE	
PROPOSED EASEMENT LINE	
POND FOOTPRINT	
CREEK CENTER LINE	
EXISTING FLOODPLAIN	
PROPOSED FLOODPLAIN	
CLUSTER MAILBOX UNIT	CBU
SF	SINGLE FAMILY RESIDENTIAL LAND USE
OS	OPEN SPACE LAND USE
AS	AMENITY SPACE LAND USE
PL	PARKLAND LAND USE

Line Table		
Line #	Length	Direction
L10	1223.41	N21° 30' 33"W
L11	170.38	S66° 30' 39"E
L12	564.54	S68° 30' 46"W

FLORA PHASE IA

WILLIAMSON COUNTY, TEXAS

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Sheet Title

DETAILED PRELIMINARY PLAT (SHEET 5 OF 8)

7 OF 12

Sheet Number

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12/4/2022

MATCH LINE - SEE SHEET 6

MATCH LINE - SEE SHEET 7

MATCH LINE - SEE SHEET 9

BEEBALM WAY

BRANDYWINE RD.

FLORA BLVD. (CR 160)
(120-FT R.O.W.)

ROCK DAISY TRAIL

ARLEY WOODS RD

BLOCK I

BLOCK K

BLOCK L

BLOCK M

BLOCK A

OS

PL

MINI ROUND-ABOUT.
SEE DETAIL
ON SHEET 2.

PROPOSED 100-YR FLOODPLAIN
(PER ATLAS 14 STUDY BY HALFF
ASSOCIATES, INC. DATED 01/17/2022)

EFFECTIVE FEMA 100-YR FLOODPLAIN
(NON-ATLAS 14)
PER PANEL #48491C0510F
EFFECTIVE DECEMBER 20, 2019

50' BUILDING SETBACK FROM
ARTERIAL R.O.W. NO BUILDINGS
OR STRUCTURES INCLUDING
SIGN STRUCTURES SHALL BE
PLACED WITHIN THIS SETBACK

10' P.U.E.

20-FT PROPOSED
P.U.A.E

N68°29'16"E
1092.00

N68°29'16"E
1169.57

N68°30'46"E
1311.42

S21°30'44"E
306.79

N27°
95.11

S67°12'52"E
463.13

N22°47'08"E
161.17

S22°47'08"W
70.00

L=129.53' R=180.00'
Δ=41°13'46"

L=239.30' R=300.00'
Δ=45°42'07"

L=486.79' R=600.00'
Δ=46°29'07"

Δ=20°09'19"
L=239.16' R=470.00'

Δ=65°45'17"
L=1721.46' R=1500.00'

111.24
S06°22'10"E

70.0'

405'

373'

120.0' (TYP.)

50' (TYP.)

25' (TYP.)

5' (TYP.)

SCALE: 1"=50'

LEGEND

PROPERTY LINE	
ADJACENT PROPERTY LINE	
RIGHT-OF-WAY CENTERLINE	
BUILDING SETBACK	
EXISTING EASEMENT LINE	
PROPOSED EASEMENT LINE	
POND FOOTPRINT	
CREEK CENTER LINE	
EXISTING FLOODPLAIN	
PROPOSED FLOODPLAIN	
CLUSTER MAILBOX UNIT	CBU
SF	SINGLE FAMILY RESIDENTIAL LAND USE
OS	OPEN SPACE LAND USE
AS	AMENITY SPACE LAND USE
PL	PARKLAND LAND USE

Line Table		
Line #	Length	Direction
L13	329.70	S68° 30' 46"W

Curve Table			
Curve #	Length	Radius	Delta
C2	288.88	1595.00	10.3770

FLORA PHASE IA

WILLIAMSON COUNTY, TEXAS

HALFF

HALFF ASSOCIATES, INC.
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DETAILED
PRELIMINARY PLAT
(SHEET 6 OF 8)

8 OF 12

Sheet Number

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Helms, Paul
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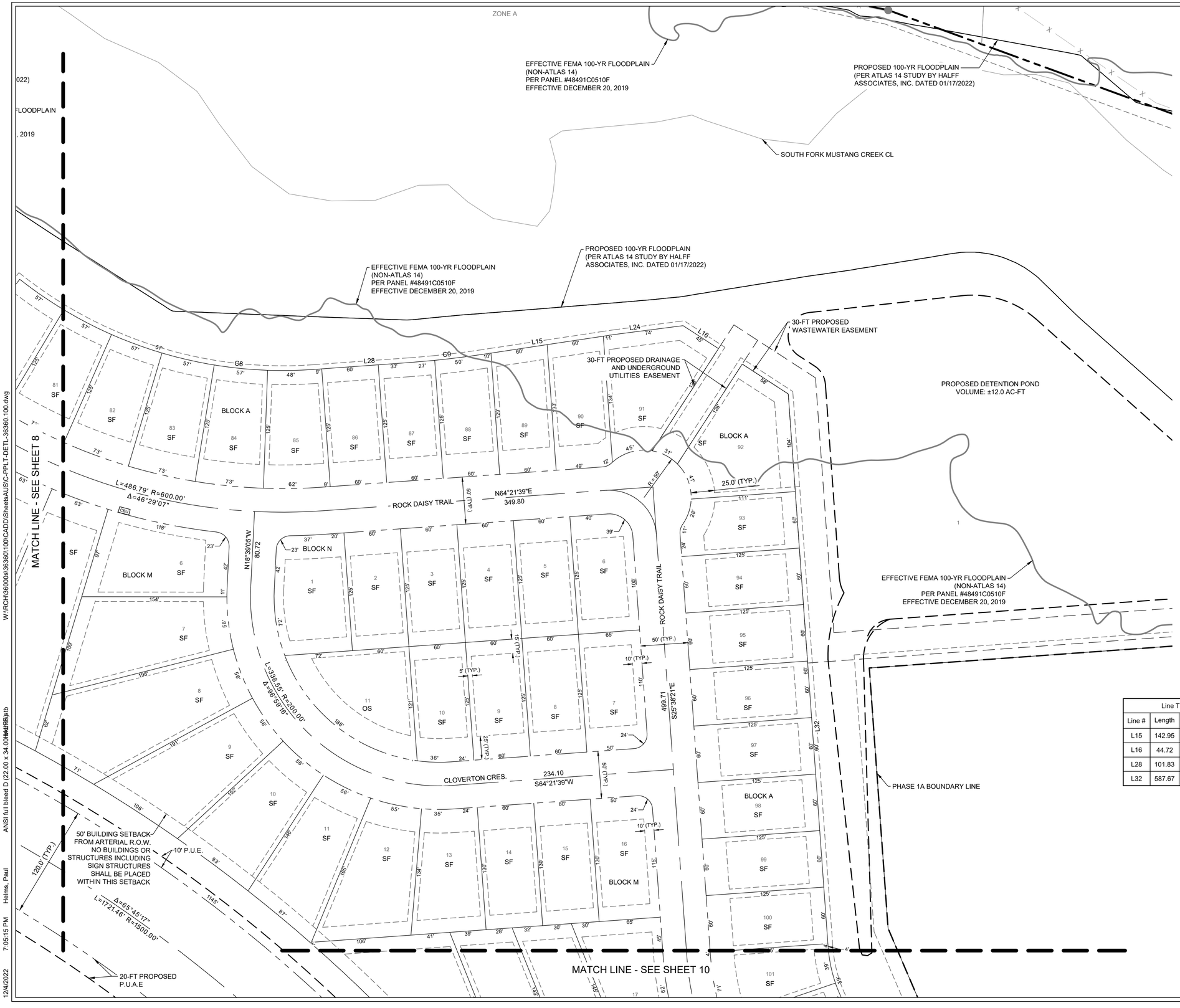
12/4/2022



0 25' 50' 100'

SCALE: 1"=50'

LEGEND

PROPERTY LINE	
ADJACENT PROPERTY LINE	
RIGHT-OF-WAY CENTERLINE	
BUILDING SETBACK	
EXISTING EASEMENT LINE	
PROPOSED EASEMENT LINE	
POND FOOTPRINT	
CREEK CENTER LINE	
EXISTING FLOODPLAIN	
PROPOSED FLOODPLAIN	
CLUSTER MAILBOX UNIT	CBU
SF	SINGLE FAMILY RESIDENTIAL LAND USE
OS	OPEN SPACE LAND USE
AS	AMENITY SPACE LAND USE
PL	PARKLAND LAND USE

Line Table		
Line #	Length	Direction
L15	142.95	N59° 55' 12"E
L16	44.72	S78° 31' 54"E
L28	101.83	S64° 21' 39"W
L32	587.67	S25° 38' 21"E

Curve Table			
Curve #	Length	Radius	Delta
C8	332.87	450.00	42.3825
C9	75.32	1000.00	4.3157

FLORA PHASE IA

WILLIAMSON COUNTY, TEXAS

HALFF

HALFF ASSOCIATES, INC.
TBPELS ENGINEERING FIRM #F-312
TBPELS SURVEYING FIRM #F-10029607
1500 CRANDON DR
BLDG C
AUSTIN, TX 78729
(512) 777-4600

No.	Date	Revision / Description

PRELIMINARY

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MATTHEW A. RECTOR SR., PE — 122861 — NAME — P.E. NO.

DATE — 12/05/2022

TBPELS ENGINEERING FIRM #312

Project No.:	36360.100
Issued:	12/4/2022
Drawn By:	SDK/SLD
Checked By:	TLH
Scale:	1:50

Sheet Title

DETAILED PRELIMINARY PLAT (SHEET 7 OF 8)

9 OF 12

Sheet Number

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ANSI full bleed D (22.00 x 34.00 Inches)
Helms, Paul
7:05:15 PM
12/4/2022

MATCH LINE - SEE SHEET 9

BLOCK M
BLOCK A
BLOCK O
BLOCK M

19 SF
18 SF
17 SF
20 SF
23 SF
22 SF
21 SF
101 SF
102 SF
1 AS

CYPRUS ROW
N46°40'51"E
184.95

L=216.65' R=300.00'
Δ=41°21'12"

50.0' (TYP.)

S66°49'33"E
112.55

PHASE 1A BOUNDARY LINE

ROCK DAISY TRAIL

L=132.68' R=470.00'
Δ=16°10'30"

S83°00'02"E
188.48

N23°27'48"E
70.20

TIMBER VALLEY TR.

L=137.72' R=470.00'
Δ=16°47'18"

FLORA BLVD (CR 160)
120-FT R.O.W.

N40°10'05"E
138.47

10' P.U.E.

50' BUILDING SETBACK FROM ARTERIAL R.O.W. NO BUILDINGS OR STRUCTURES INCLUDING SIGN STRUCTURES SHALL BE PLACED WITHIN THIS SETBACK

C5
L=1721.46' R=1500.00'
Δ=65°45'17"

20-FT PROPOSED P.U.A.E

10' P.U.E.

120.0' (TYP.)

S45°43'57"E
412.42

TEMPORARY CUL-DE-SAC

PHASE 1A BOUNDARY LINE

FUTURE ARTERIAL
APPROXIMATE CENTER LINE
TO BE DETERMINED IN
FUTURE PHASE

N44°16'03"E
625.32

TO BE PARTIALLY RELEASED:
BLANKET EASEMENT TO
LONE STAR GAS COMPANY OVER THE 68 ACRES
DESCRIBED IN VOL. 220, PG. 96, D.R.W.C.T.
VOL. 476, PG. 241
D.R.W.C.T.

Δ=37°17'33"
L=305.91' R=470.00'

S45°42'30"E
90.00

70.0'

R = 60.0'

Curve Table			
Curve #	Length	Radius	Delta
C5	1790.31	1560.00	65.7548

0 25' 50' 100'
SCALE: 1"=50'

LEGEND

PROPERTY LINE	
ADJACENT PROPERTY LINE	
RIGHT-OF-WAY CENTERLINE	
BUILDING SETBACK	
EXISTING EASEMENT LINE	
PROPOSED EASEMENT LINE	
POND FOOTPRINT	
CREEK CENTER LINE	
EXISTING FLOODPLAIN	
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CLUSTER MAILBOX UNIT	CBU
SF	SINGLE FAMILY RESIDENTIAL LAND USE
OS	OPEN SPACE LAND USE
AS	AMENITY SPACE LAND USE
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Sheet Title

DETAILED PRELIMINARY PLAT (SHEET 8 OF 8)

10 OF 12

Sheet Number

12/4/2022 7:05:25 PM Helms, Paul W:\RCH\36000s\36360\100\CADD\Sheets\AUSIC-PPLT-DETL-36360.100.dwg
ANSI full bleed D (22.00 x 34.00 Inches).stb

LOT AREA		
LOT #	BLOCK #	AREA
1	A	1581078.30 SF
2	A	5984.67 SF
3	A	5362.61 SF
4	A	5362.52 SF
5	A	5362.43 SF
6	A	5362.34 SF
7	A	5362.26 SF
8	A	5362.17 SF
9	A	5362.08 SF
10	A	5361.99 SF
11	A	5361.91 SF
12	A	5361.93 SF
13	A	5361.73 SF
14	A	5361.64 SF
15	A	5361.56 SF
16	A	5361.47 SF
17	A	5361.38 SF
18	A	5361.29 SF
19	A	5469.68 SF
20	A	5687.65 SF
21	A	8782.28 SF
22	A	10350.56 SF
23	A	6103.92 SF
24	A	5255.42 SF
25	A	5230.78 SF
26	A	5227.69 SF
27	A	5224.60 SF
28	A	5221.51 SF
29	A	5218.43 SF
30	A	5215.34 SF
31	A	5691.52 SF
32	A	6196.98 SF
33	A	6822.84 SF
34	A	7300.46 SF
35	A	6459.16 SF
36	A	5947.44 SF
37	A	5817.29 SF
38	A	6052.01 SF
39	A	6682.65 SF
40	A	7796.98 SF
41	A	9461.51 SF
42	A	10517.43 SF
43	A	10184.49 SF
44	A	9195.33 SF
45	A	9195.21 SF
46	A	9195.10 SF
47	A	9194.99 SF
48	A	9198.24 SF
49	A	7190.13 SF
50	A	6580.37 SF
51	A	6580.37 SF
52	A	6549.57 SF

LOT AREA		
LOT #	BLOCK #	AREA
53	A	9061.47 SF
54	A	10585.28 SF
55	A	8094.94 SF
56	A	6250.00 SF
57	A	6250.00 SF
58	A	6250.07 SF
59	A	7031.91 SF
60	A	6925.54 SF
61	A	6925.54 SF
62	A	6681.79 SF
63	A	6250.00 SF
64	A	6250.00 SF
65	A	6250.00 SF
66	A	6250.00 SF
67	A	6250.00 SF
68	A	6250.00 SF
69	A	7216.84 SF
70	A	7615.34 SF
71	A	6650.32 SF
72	A	6250.00 SF
73	A	6250.00 SF
74	A	6250.00 SF
75	A	6250.00 SF
76	A	6250.00 SF
77	A	6250.00 SF
78	A	6250.00 SF
79	A	6237.38 SF
80	A	8097.49 SF
81	A	8097.49 SF
82	A	8097.49 SF
83	A	8097.49 SF
84	A	8097.49 SF
85	A	8009.38 SF
86	A	7500.00 SF
87	A	7503.30 SF
88	A	7606.59 SF
89	A	7864.76 SF
90	A	8129.75 SF
91	A	11024.64 SF
92	A	12003.99 SF
93	A	7215.22 SF
94	A	7500.00 SF
95	A	7500.00 SF
96	A	7500.00 SF
97	A	7500.00 SF
98	A	7500.00 SF
99	A	7500.00 SF
100	A	7500.00 SF
101	A	7353.93 SF
102	A	9154.78 SF
103	A	29308.28 SF

LOT AREA		
LOT #	BLOCK #	AREA
1	B	5019.47 SF
2	B	4600.00 SF
3	B	4600.00 SF
4	B	4600.00 SF
5	B	4586.64 SF
6	B	4586.64 SF
7	B	4600.00 SF
8	B	4600.00 SF
9	B	4600.00 SF
10	B	4600.50 SF
11	B	5153.50 SF
12	B	6075.35 SF
13	B	4600.00 SF
14	B	4600.00 SF
15	B	4600.00 SF
16	B	4600.00 SF
17	B	5153.18 SF
18	B	6153.43 SF
19	B	5132.13 SF
20	B	4600.00 SF
21	B	4600.00 SF
22	B	4600.00 SF
23	B	4600.00 SF
24	B	4600.00 SF
25	B	4600.00 SF
26	B	4600.38 SF
27	B	4600.38 SF
28	B	4600.00 SF
29	B	5105.26 SF
30	B	13360.57 SF

LOT AREA		
LOT #	BLOCK #	AREA
1	C	7226.08 SF
2	C	5043.69 SF
3	C	4899.00 SF
4	C	4899.00 SF
5	C	4899.00 SF
6	C	4899.00 SF
7	C	4899.00 SF
8	C	4899.00 SF
9	C	4899.00 SF
10	C	4877.54 SF
11	C	6075.00 SF
12	C	4600.00 SF
13	C	4600.00 SF
14	C	4600.00 SF
15	C	4600.00 SF
16	C	5153.54 SF
17	C	6156.85 SF
18	C	12365.12 SF
19	C	5132.08 SF
20	C	4600.00 SF
21	C	4600.00 SF
22	C	4600.00 SF
23	C	4599.92 SF
24	C	4538.92 SF
25	C	4243.93 SF
26	C	7030.20 SF

LOT AREA		
LOT #	BLOCK #	AREA
1	D	75514.23 SF
2	D	7843.50 SF
3	D	7414.85 SF
4	D	8847.62 SF
5	D	9322.42 SF
6	D	8502.17 SF
7	D	7251.61 SF
8	D	6544.08 SF
9	D	5363.72 SF
10	D	5363.79 SF
11	D	5363.87 SF
12	D	5363.96 SF
13	D	5364.05 SF
14	D	5364.14 SF
15	D	5364.22 SF
16	D	5364.31 SF
17	D	5364.40 SF
18	D	5364.49 SF
19	D	5364.57 SF
20	D	5364.66 SF
21	D	5364.75 SF
22	D	5364.84 SF
23	D	5364.92 SF
24	D	5365.01 SF
25	D	5365.10 SF
26	D	5365.19 SF
27	D	5365.27 SF
28	D	5268.22 SF
29	D	6268.62 SF
30	D	7634.63 SF
31	D	8448.19 SF
32	D	6094.98 SF
33	D	5784.64 SF
34	D	5787.35 SF
35	D	5788.05 SF
36	D	5788.75 SF
37	D	5789.46 SF
38	D	5790.16 SF
39	D	5790.86 SF
40	D	5791.56 SF
41	D	5792.27 SF
42	D	5792.97 SF
43	D	5793.67 SF
44	D	5794.38 SF
45	D	42162.30 SF

LOT AREA		
LOT #	BLOCK #	AREA
1	E	5541.77 SF
2	E	4800.79 SF
3	E	4800.79 SF
4	E	4800.79 SF
5	E	4800.79 SF
6	E	4800.79 SF
9	E	4800.79 SF
10	E	4800.79 SF
11	E	4800.79 SF
12	E	4800.79 SF
13	E	4800.79 SF
15	E	99981.38 SF
16	E	4800.79 SF
17	E	4800.79 SF
18	E	8022.06 SF
19	E	7762.18 SF
20	E	5972.93 SF
21	E	6277.25 SF
22	E	4800.00 SF
23	E	4800.00 SF
24	E	4800.00 SF
25	E	4800.00 SF
26	E	4800.00 SF
27	E	4851.32 SF
28	E	6725.05 SF
29	E	6718.58 SF
30	E	6713.28 SF

LOT AREA		
LOT #	BLOCK #	AREA
1	F	9038.63 SF
2	F	7476.31 SF
3	F	6418.47 SF
4	F	5877.26 SF
5	F	5202.87 SF
6	F	5000.00 SF
7	F	5000.00 SF
8	F	5000.00 SF
9	F	5000.00 SF
10	F	5000.00 SF
11	F	4960.14 SF
12	F	4614.50 SF
13	F	2308.79 SF
14	F	11151.95 SF
15	F	3185.43 SF
16	F	4600.00 SF
17	F	4600.00 SF
18	F	4600.00 SF
19	F	4600.00 SF
20	F	4600.00 SF
21	F	4600.00 SF
22	F	4600.00 SF
23	F	4600.00 SF
24	F	4600.00 SF
25	F	4600.00 SF
26	F	4600.00 SF
27	F	4600.00 SF
28	F	5105.29 SF

LOT AREA		
LOT #	BLOCK #	AREA
1	G	5099.58 SF
2	G	4600.00 SF
3	G	4600.00 SF
4	G	4600.00 SF
5	G	4600.00 SF
6	G	4600.18 SF
7	G	19287.78 SF
8	G	4598.07 SF
9	G	4598.28 SF
10	G	4598.48 SF
11	G	4598.69 SF
12	G	4598.90 SF
13	G	4599.10 SF
14	G	4599.31 SF
15	G	4599.52 SF
16	G	4599.72 SF
17	G	4580.09 SF
18	G	13392.26 SF
19	G	4555.73 SF
20	G	4599.67 SF
21	G	4599.72 SF
22	G	4599.76 SF
23	G	4599.81 SF
24	G	4599.86 SF
25	G	4599.91 SF
26	G	4599.95 SF
27	G	4600.00 SF
28	G	4600.05 SF
29	G	2035.47 SF

LOT AREA		
LOT #	BLOCK #	AREA
1	H	5104.40 SF
2	H	4600.00 SF
3	H	4600.00 SF
4	H	4600.00 SF
5	H	4600.00 SF
6	H	7291.87 SF
7	H	4778.54 SF
8	H	4800.00 SF
9	H	4800.00 SF
10	H	4800.00 SF
11	H	4800.00 SF
12	H	4800.00 SF
13	H	4800.00 SF
14	H	4800.00 SF
15	H	4800.00 SF
16	H	4800.00 SF
17	H	2126.96 SF
18	H	12594.76 SF
19	H	2126.96 SF
20	H	4800.00 SF
21	H	4800.00 SF
22	H	4800.00 SF
23	H	4800.00 SF
24	H	4800.00 SF
25	H	4800.00 SF
26	H	4800.00 SF
27	H	4800.00 SF
28	H	4800.00 SF
29	H	4757.16 SF

LOT AREA		
LOT #	BLOCK #	AREA
1	I	92828.42 SF
2	I	6826.71 SF
3	I	6500.00 SF
4	I	6500.00 SF
5	I	6500.00 SF
6	I	6500.00 SF
7	I	6891.87 SF
8	I	7114.39 SF
9	I	7114.39 SF
10	I	7114.39 SF
11	I	7114.39 SF
12	I	7114.39 SF
13	I	7114.39 SF
14	I	6927.10 SF
15	I	8049.88 SF

LOT AREA		
LOT #	BLOCK #	AREA
1	J	8487.87 SF
2	J	7817.65 SF
3	J	7817.65 SF
4	J	9231.87 SF
5	J	13272.05 SF
6	J	10821.55 SF
7	J	6500.00 SF
8	J	6500.00 SF
9	J	6500.00 SF
10	J	6571.51 SF
11	J	7102.13 SF
12	J	8635.11 SF
13	J	10169.13 SF
14	J	12027.31 SF
15	J	9377.74 SF
16	J	7657.16 SF
17	J	8076.71 SF

LOT AREA		
LOT #	BLOCK #	AREA
1	K	21827.97 SF
2	K	6500.00 SF
3	K	6500.00 SF
4	K	6500.00 SF
5	K	6500.00 SF
6	K	6500.00 SF
7	K	6500.00 SF
8	K	6500.00 SF
9	K	7074.73 SF
10	K	8337.51 SF
11	K	8815.83 SF
12	K	7846.32 SF
13	K	8432.71 SF
14	K	8788.69 SF
15	K	6461.72 SF
16	K	7864.59 SF
17	K	8732.55 SF
18	K	8441.73 SF
19	K	6500.00 SF
20	K	6500.00 SF
21	K	6500.00 SF
22	K	6500.00 SF
23	K	6500.00 SF
24	K	6500.00 SF
25	K	6500.00 SF
26	K	6500.00 SF
27	K	6500.00 SF

LOT AREA		
LOT #	BLOCK #	AREA
1	L	50180.40 SF
2	L	7248.08 SF
3	L	7249.17 SF
4	L	7250.27 SF
5	L	7251.37 SF
6	L	7252.47 SF
7	L	7253.57 SF
8	L	7255.54 SF
9	L	7291.20 SF
10	L	7402.63 SF
11	L	8813.69 SF
12	L	10233.28 SF
13	L	11274.29 SF
14	L	9401.14 SF
15	L	8245.04 SF
16	L	7460.02 SF
17	L	6832.53 SF
18	L	9159.66 SF

LOT AREA		
LOT #	BLOCK #	AREA
1	M	52951.83 SF
2	M	15301.12 SF
3	M	19987.91 SF
4	M	19672.76 SF
5	M	20167.89 SF
6	M	11131.63 SF
7	M	13417.89 SF
8	M	17506.42 SF
9	M	12976.08 SF
10	M	10903.03 SF
11	M	10827.18 SF
12	M	11420.58 SF
13	M	9080.20 SF
14	M	7800.00 SF
15	M	7800.00 SF
16	M	8401.71 SF
17	M	9800.15 SF
18	M	9061.08 SF
19	M	8997.29 SF
20	M	17183.91 SF
21	M	9961.71 SF
22	M	8845.37 SF
23	M	9732.92 SF

LOT AREA		
LOT #	BLOCK #	AREA
1	N	9504.47 SF
2	N	7500.00 SF
3	N	7500.00 SF
4	N	7500.00 SF
5	N	7500.00 SF
6	N	7990.87 SF
7	N	8076.71 SF
8	N	7500.00 SF
9	N	7500.00 SF
10	N	7455.64 SF
11	N	10979.96 SF

LOT AREA		
LOT #	BLOCK #	AREA
1	O	242773.35 SF

FLORA PHASE IA

WILLIAMSON COUNTY, TEXAS

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Project No.:	36360.100
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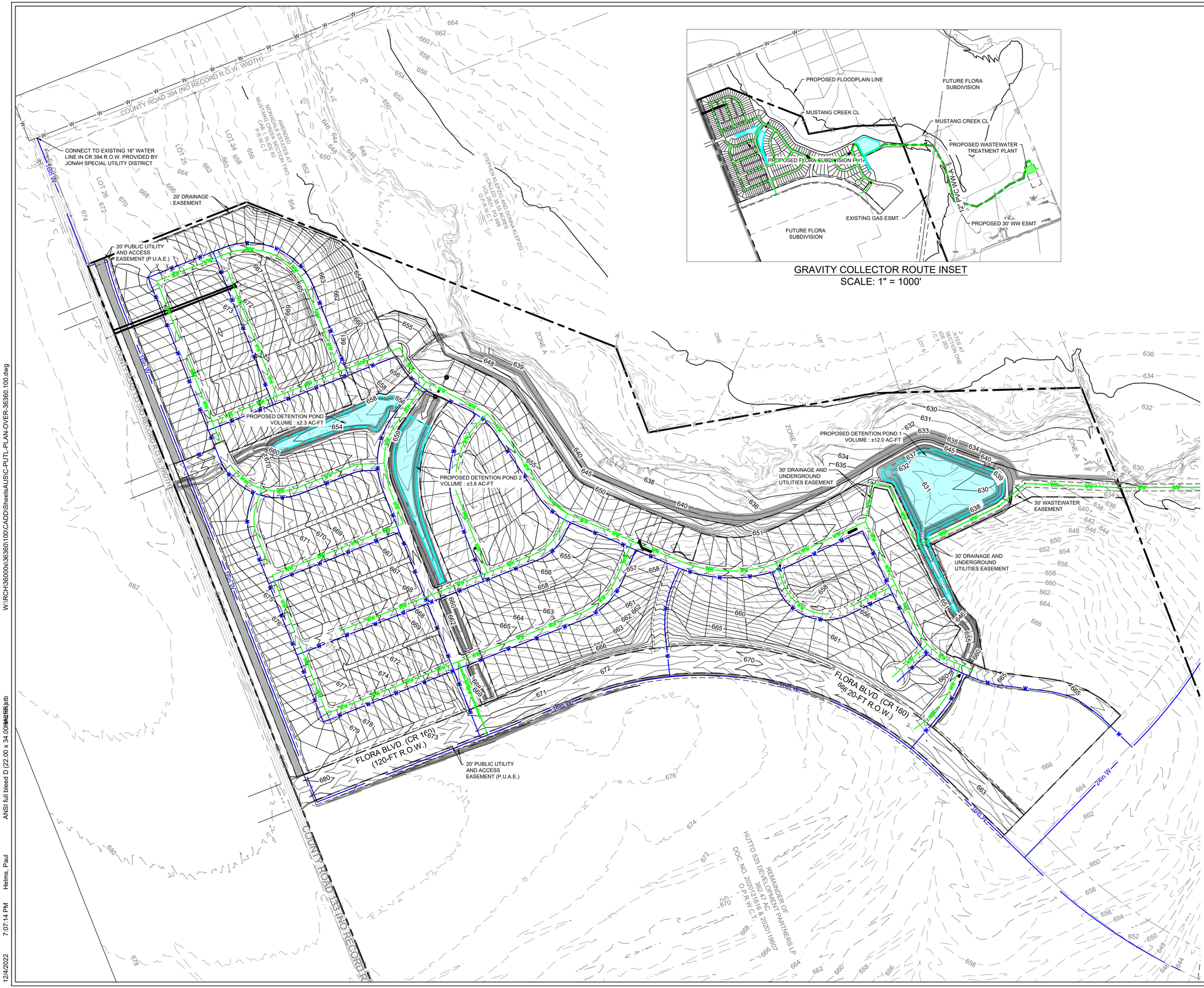
Drawn By:	SDK/SLD
Checked By:	TLH
Scale:	1:50

Sheet Title

LOT SUMMARY TABLE

W:\RCH\36000s\36360\100\CADD\Sheets\AUS\C-PPLT-DETL-36360.100.dwg
ANSI full bleed D (22.00 x 34.00in)
Helms, Paul
7:05:32 PM
12/4/2022



GRAVITY COLLECTOR ROUTE INSET
SCALE: 1" = 1000'

0 100' 200' 400'

SCALE: 1"=200'

LEGEND

- SITE PROPERTY BOUNDARY
- XXX EXISTING CONTOUR
- XXX PROPOSED CONTOUR
- WW WW WASTEWATER PIPE
- WASTEWATER MANHOLE
- W W WATER LINE ALIGNMENT

FLORA PHASE IA

WILLIAMSON COUNTY, TEXAS

HALFF

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Scale:	1:100

Sheet Title

PRELIMINARY UTILITY PLAN

12 OF 12

Sheet Number

12/4/2022 7:07:14 PM Helms, Paul ANSI full bleed D (22.00 x 34.00 Inches).stb W:\RCH\36000s\36360\100\CADD\Sheets\AUS\C-PUTL-PLAN-OVER-36360.100.dwg

Commissioners Court - Regular Session **27.**

Meeting Date: 12/13/2022

Hutto Education Foundation

Submitted For: Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on distribution of funds for the Hutto Education Foundation.

Background

The Hutto Education Foundation (HEF) provides grants and scholarships to students, teachers, and faculty members in Hutto ISD. HEF is a conduit for the distribution of funds allocated by the Commissioners Court to the Hutto Education Foundation. Per the Memorandum of Understanding between the Commissioners Court and HEF, we have an agreement that up to One Percent (1%) or no less than $20,000 of Solid Waste Fees shall be transferred to the Hutto Education Foundation at the Commissioners Court's discretion, that 25% or a minimum of $20,000 of the Solid Waste Fees received goes into the Permanent Endowment FundThe recommendation for last year was $200,000 in total, with $195,000 going toward the Endowment Fund. 2020-2021 the organization met the minimum fund balance and was able to utilize the available interest for its scholarship program. HEF funded $30,000 in scholarships to Hutto ISD graduating students and renewal students and funded ALL eligible TSTC applicants in their 3rd & 4th semester, totaling $6,000 to TSTC students. This year’s recommendation is $225,000 to be divided as follows:$220,000 for the Endowment Fund.$5,000 for administration expenses.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco WM Endowment/HEF

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/05/2022 11:15 AM
Form Started By: Kelley Hernandez		Started On: 12/05/2022 10:57 AM
Final Approval Date: 12/05/2022		

#ONEVISION STARTS HERE.

Hutto Education Foundation Supporter

Hutto Education Foundation Endowment Update

Funding Update and Request for 2022-2023

Endowment History

- HEF was established in 2006. Our mission is to partner with Hutto ISD to enrich, enhance, and maximize the quality of education by providing grants & scholarships to teachers, staff and students.
- The Solid Waste Founding Agreement with WILCO was established in 2011. Since 2015, all funds donated have gone to our Endowment Fund.
- Commissioner Ron Morrison was a passionate supporter of higher education. His vision was to see our organization grow our endowment to $1 million to provide a forever fund for students in Hutto ISD.

HEF's Million Dollar Party in 2021

THANKS to the shared vision of the Williamson County Commissioners over the years, WE DID IT! Will you help us get to $2 million?

Scholarships for HHS Seniors

Endowment: The goal of this endowment is to invest the funds to generate scholarships for our students to attend a 2-year, 4-year college or university or an accredited technical school. We have established that endowment and made progress with ten years of deposits.

2021-2022 School Year

HEF awarded:

- 16 Hutto High School graduating senior scholarships at $21,000
- 8 returning scholarship recipients at $9,000.

HEF Scholarship Recipient

Jade Ruggirello

HEF/TSTC Scholarships

<u>2021-2022 School Year:</u>
HEF funded $6,000 to 9 TSTC Students. We hosted a breakfast in May 2022 to present the funds to the students for the Summer and Fall semesters.

This scholarship is available to Hutto ISD graduates entering into their 3rd & 4th semesters at Texas State Technical College and are in good academic standing.

HUTTO EDUCATION FOUNDATION

HEF Endowment Management

- Introduction: Caleb Steed, Endowment Chair and Jayson Feltner, Endowment Committee Member
- HEF Endowment Committee created an Agency Fund to hold the earnings that are pulled from the Endowment each year.
- For security in an ever-changing market, HEF has 5 years worth of scholarships ($35,000 for each year) in the Agency Fund.
    - Provides a safety net for when there are major downturns in markets
- Endowment Committee meets once a month to review statements and compliance.
- First Financial Trust (Portfolio Manager) joins Endowment Committee quarterly and HEF Board annually.
- $3,500 is being used for the audit every 2 years.
- Up to 10% of the funds collected in excess of the Minimum Annual Investment Amount will be put towards the partnership with East Williamson County Higher Education Center (EWCHEC)

HEF Endowment Monthly Summary

Oct-22	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
FFT	$ 1,423,059.05	$ 1,210,631.58	$ 1,786.27	$61,507.12	($939.57)	$0.00	$ 1,272,985.40	4.90%
HEF Endowment	$ 1,159,750.00	$ 935,456.32	$ 1,429.31	$47,778.22	($708.76)	$0.00	$ 983,955.09	4.93%
HEF Agency	$ 173,309.05	$ 190,976.98	$ 277.37	$10,426.73	($151.45)	$0.00	$ 201,529.63	5.24%
HEF LTS	$ 77,000.00	$ 72,774.60	$ 73.76	$2,605.20	($62.50)	$0.00	$ 75,391.06	3.47%
Gonzalez Scholarship	$ 10,000.00	$ 8,843.00	$ 5.62	$ 482.45	($6.59)	$0.00	$ 9,324.48	5.16%
Rotary Foundation	$ 3,000.00	$ 2,580.68	$ 0.21	$ 214.52	($10.27)	$0.00	$ 2,785.14	7.34%

Sep-22	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
FFT	$ 1,423,059.05	$ 1,309,733.38	$ 2,849.61	($100,978.79)	($972.62)	$0.00	$ 1,210,631.58	-8.19%
HEF Endowment	$ 1,159,750.00	$ 1,013,231.04	$ 2,133.56	($79,173.47)	($734.81)	$0.00	$ 935,456.32	-8.31%
HEF Agency	$ 173,309.05	$ 206,762.29	$ 447.68	($16,076.30)	($156.69)	$0.00	$ 190,976.98	-8.27%
HEF LTS	$ 77,000.00	$ 77,372.17	$ 224.78	($4,758.44)	($63.91)	$0.00	$ 72,774.60	-6.32%
Gonzalez Scholarship	$ 10,000.00	$ 9,523.36	$ 31.77	($705.30)	($6.83)	$0.00	$ 8,843.00	-7.69%
Rotary Foundation	$ 3,000.00	$ 2,844.52	$ 11.82	($265.28)	($10.38)	$0.00	$ 2,580.68	-10.22%

Aug-22	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
FFT	$ 1,423,059.05	$ 1,353,356.89	$ 1,674.52	$ (44,282.70)	($1,015.33)	$0.00	$ 1,309,733.38	-3.33%
HEF Endowment	$ 1,159,750.00	$ 1,047,220.49	$ 1,326.66	($34,547.42)	($768.69)	$0.00	$ 1,013,231.04	-3.35%
HEF Agency	$ 173,309.05	$ 213,633.73	$ 274.77	($6,982.59)	($163.62)	$0.00	$ 206,762.29	-3.32%
HEF LTS	$ 77,000.00	$ 79,685.75	$ 67.59	($2,315.76)	($65.41)	$0.00	$ 77,372.17	-2.99%
Gonzalez Scholarship	$ 10,000.00	$ 9,849.22	$ 5.41	($324.16)	($7.11)	$0.00	$ 9,523.36	-3.42%
Rotary Foundation	$ 3,000.00	$ 2,967.70	$ 0.09	($112.77)	($10.50)	$0.00	$ 2,844.52	-4.33%

First Financial Trust

Equity Portfolio Styles

Equity Income

- Emphasis on stock valuation, current income, and growth of dividends provides the portfolio with three sources of return
- Use proprietary screens to identify companies with attractive relative valuations
- Use fundamental analysis to evaluate firms that pass through initial screens
- Unlike many other Equity Income strategies in the marketplace, we keep our portfolio well diversified across all economic sectors

Core

- A growth and value blend portfolio with an emphasis on financially strong companies that generate total returns from both income and price appreciation
- Holdings consist of the best ideas from our Equity Income and Strategic Growth portfolios
- Sector weights are managed according to our top down analysis of the overall economy
- Portfolio is broadly diversified across all economic sectors

Strategic Growth

- Emphasis on stocks with significant growth potential. The total return comes almost exclusively through price appreciation
- Use proprietary screens to identify companies with disruptive business models that are developing new competitive advantages in the marketplace
- Use fundamental analysis to evaluate firms with above average revenue and earnings growth rates
- Portfolio is more concentrated than Core and Equity Income from an economic sector standpoint

FIRST FINANCIAL TRUST

First Financial Trust

Core Characteristics

The Core Portfolio seeks long-term capital appreciation. Management invests in growth and value companies across various economic sectors to produce a domestically diversified large cap portfolio.

$1.6 billion	39	1.78%	~47%
Portfolio Assets	Number of Holdings	Dividend Yield	Top-10 Weight

10%	22.1	4.6	S&P 500
Max Position Size	Fwd Price to Earnings	Price to Book Value	Benchmark

FIRST FINANCIAL TRUST

First Financial Trust

Core Holdings

Technology

Apple
Microsoft
salesforce
AMD
mastercard
Lam Research
workday.
servicenow
Vanguard
Information Technology ETF
NVIDIA

Healthcare

Abbott
Johnson & Johnson
Medtronic
CVS Health
MERCK
DANAHER
UnitedHealthcare
XBI Biotech ETF

Financials

JPMorgan
S&P Global
citi
Blackstone
BLACKROCK

Communications

Alphabet
Google

Discretionary

amazon
LOWE'S

Staples

Coca-Cola
pepsi
Walmart
Mondelēz International

Industrials

STANLEY
FedEx
Cummins
Honeywell
iShares by BlackRock
Transportation Average ETF

Energy

ConocoPhillips
Chevron

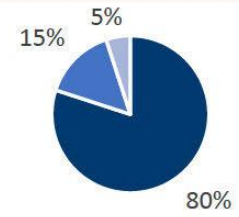
FIRST FINANCIAL TRUST

First Financial Trust

Diversification Options

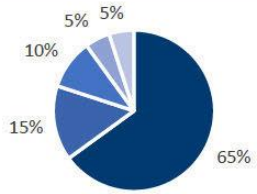
For clients seeking or needing additional diversification beyond domestic large cap stocks, we offer three actively managed diversification styles to meet your objective. The first focuses solely on diversifying your portfolio among US-only securities by taking a position in small and medium sized companies. On the other end of the spectrum, we offer a diversification style that invests your money all around the world, including allocations to both developed and emerging international markets. Finally, for clients seeking a happy medium between the two, we offer a third diversification option that includes allocations to all the international markets listed in the world option, with the portfolio still being anchored by our domestic holdings.

Domestic



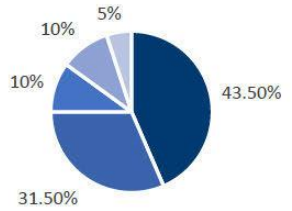
- Large Cap - FFTAM
- Mid Cap - IJH
- Small Cap - VSEIX & IJR

Diversified



- Large Cap - FFTAM
- Developed - VEA & OSMYX
- Mid Cap - IJH
- Emerging - VWO
- Small Cap - VSEIX & IJR

World



- Large Cap - FFTAM
- Developed - VEA & OSMYX
- Emerging - VWO
- Mid Cap - IJH
- Small Cap - VSEIX & IJR

FIRST FINANCIAL TRUST

First Financial Trust

Equity Portfolio Managers

Chris Montoya, CFA
Executive Vice President
Chief Equities Manager

Trent Martin, CFA, CAIA
Senior Vice President
Portfolio Manager

John Ferguson, CFA
Vice President
Portfolio Manager

Mineral Management

Josh Brown, CPL
Senior Vice President
Oil & Gas Manager

Fixed Income Portfolio Managers

Bill Rowe, CFA
Executive Vice President
Fixed Income Manager

Garrett Betts
Vice President
Portfolio Manager

Real Property Management

Justin Bryan
Vice President
Real Property Manager

Keeton Eoff
Vice President

Max Long
Trust Officer

FIRST FINANCIAL TRUST

HEF Endowment Fund Overview

Initial Contribution	$20,000
November 2011	$22,500
December 2012	$26,250
June 2014	$87,000
October 2015	$86,500
October 2016	$91,500
December 2017	$146,500
December 2018	$146,500
December 2019	$166,500
October 2020	$175,000
November 2021	$200,000
TOTAL CONTRIBUTIONS	$1,168,250

HEF Fund Request

For 2022-2023 Hutto Education Foundation is requesting

$225,000

HEF's GOAL

- To have perpetual scholarship funds that will impact Hutto ISD students forever
- To have the ability to continue providing opportunities to students & faculty members at the same rate our community is growing
- To continue shaping and nurturing the partnerships with East Williamson County Higher Education Center – TSTC and Temple College – for our Hutto ISD graduates

Other HEF Programs

Along with our Annual Corporate Partners, Employee Giving Campaign and support from Friends, Family and Community members, HEF's programs are thriving and supporting the innovation that makes Hippo Nation a leading district.

Excellence In Education Teacher and Faculty Grants:

This year, HEF awarded 36 innovative grants totaling $122,000.

Student IMPACT Grants:

This year, HEF awarded 6 grants totaling $4,900 for student driven ideas.

Commissioners Court - Regular Session **28.**

Meeting Date: 12/13/2022

TIRZ Appointment

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 reappointment of Commissioner Cynthia Long to the Leander Tax Increment Reinvestment Zone (TIRZ) for a 2-year term beginning on October 1, 2022, and ending on September 30, 2024.

Background

The City of Leander Tax Increment Reinvestment Zone (TIRZ) No. 1 is a political subdivision created to implement tax increment financing, which applies to a defined area generally encompassing the transit oriented development (TOD) district in Leander.

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	12/05/2022 10:43 AM
Form Started By: Kathy Pierce		Started On: 12/02/2022 12:10 PM
Final Approval Date: 12/05/2022		

Commissioners Court - Regular Session **29.**

Meeting Date: 12/13/2022

2022 Williamson County Benefit Committee Member Terms

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the reappointment of James Carmona, Assistant Chief Deputy, Sheriff's Office, Cathy Mendoza, Chief Deputy, District Clerk's Office, and Mike Knipstein, Director of EMS to serve on the Williamson County Benefits Committee for an additional three (3) years, terms to expire on 12/31/25.

Background

History:

*County Judge is a permanent position on the Benefits Committee and is not included in the rotation.

BC Mtg. 9-20-2017 - *Commissioner's position term periods removed. Change member term's to (3) Years, terms to begin on January 1st Non-Expiring.

BC Mtg. 1/20/21 Motion: Recommend James Carmona and Mike Knipstein to fill the two vacant positions, terms to expire on 12/31/2022. Terron Evertson additional (3) years, term to expire on 12/31/23.

BC Mtg. 6-1-2022 Motion: Recommend the re-appointment for James Carmona, Cathy Mendoza, and Mike Knipstein to an additional (3) years, terms to expire on 12/31/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2022 Williamson County Benefits Committee Terms

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/05/2022 10:45 AM
Form Started By: Shelley Loughrey		Started On: 12/02/2022 04:44 PM
Final Approval Date: 12/05/2022		

Williamson County Benefits Committee Member Terms

Term Non-Expiring	*County Judge
Term Non-Expiring	*Commissioner
Term Expires - December 31, 2023	John Pelczar - Chairman
Term Expires - December 31, 2023	Terron Evertson
Term Expires - December 31, 2025	James Carmona
Term Expires - December 31, 2025	Cathy Mendoza
Term Expires - December 31, 2025	Mike Knipstein

History:

*County Judge is a permanent position on the Benefits Committee and is not included in the rotation.

BC Mtg. 9-20-2017 - *Commissioner's position term periods removed. Change member term's to (3) Years, terms to begin on January 1st Non-Expiring.

BC Mtg. 1/20/21 Motion: Recommend James Carmona and Mike Knipstein to fill the two vacant positions, terms to expire on 12/31/2022. Terron Evertson additional (3) years, term to expire on 12/31/23.

BC Mtg. 6-1-2022 Motion: Recommend the re-appointment for James Carmona, Cathy Mendoza, and Mike Knipstein to an additional (3) years, terms to expire on 12/31/2025.

Upcoming committee member vacancies:

Commissioners Court - Regular Session **30.**

Meeting Date: 12/13/2022

ARPA Funding City of Leander

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Leander for Infrastructure Improvements to a Phased Reclaimed Water System serving the community for reimbursement under The Amercan Rescue Plan Act (ARPA).

Background

The Commissioners Court approved funding Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) funds. This agreement is a subrecipient grant agreement in the amount of $3.5 million.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Leander ARPA Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 11:08 AM
Form Started By: Julie Kiley		Started On: 12/01/2022 10:25 AM
Final Approval Date: 12/01/2022		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF LEANDER, TEXAS FOR THE RECLAIMED WATER SYSTEM FOR NORTHLINE PROJECT

WITH FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA) (~~C.F.D.A.~~ ALN 21.027)

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and City of Leander (the "City" ("SUBRECIPIENT"), (collectively, the "Parties") The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act ("ARPA") to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLRF FUNDS") authorized the ARPA (C.F.D.A #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the COUNTY has received SLRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLRF FUNDS (31 CFR Part 35 and may be found at: https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

This project will provide a phased reclaimed water system at the RM 2243 WWTP.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf.

For "drinking water" expenditure category definitions, please see:

https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

II.
PAYMENT

The COUNTY shall make available an amount of up to $3,500,000.00 **(THREE MILLION FIVE HUNDRED THOUSAND DOLLARS)** to SUBRECIPIENT from the COUNTY's SLRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form
ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR

iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
iv. Invoices of all other expenditures
v. Proof of payment of all expenditures

III.
TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

i. Creates a potential threat to health or safety: or
ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV.
AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V.
STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

i. Identify and record valid transactions
ii. Record transactions to the proper accounting period in which transactions occurred
iii. Describe transactions in sufficient detail to permit proper classification
iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
v. Adequately identify the source and application of funds of each grant contract
vi. Generate current and accurate financial reports in accordance with contract requirements

VI.
MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VII.
ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX.
EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

iv. Adequate maintenance procedures must be developed to keep the property in good condition.

v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

XII.
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII.
SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIV.
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLRF FUNDS described herein.

XV.
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission ***if required*** by Texas Government Code Section 2252.908, as amended.

XVI.
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

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

and

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

Subrecipient:

City of Leander, Texas
201 N. Brushy Street
Leander, Texas 78641

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below ("Effective Date").

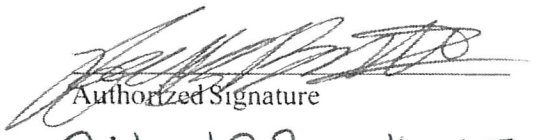
WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2022

SUBRECIPIENT:


Authorized Signature

Richard B. Beverlin, III
Printed Name

Date: November 17, 2022

Appendix A - Scope of Services and
Appendix B - Project Budget

City of Leander

CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	WW.46
PROJECT TITLE	Reclaimed Water System to Northline
DEPARTMENT(S)	Engineering

PROJECT DESCRIPTION:

Project will provide a phased reclaimed water system at the RM 2243 Wastewater Treatment Plant (WWTP). Phase 1 of the project will include facilities to divert reclaimed water to a filling station located at the plant site and will include pressurization equipment, a Point of Sale (POS) system, as well as provisions for expansion. Phase 2 of the project will include a 3,000 GPM (Gallons Per Minute) low-head transfer pump station, re-chlorination system, 250,000 gallon capacity ground storage tank (GST), 1,750 GPM high-service pump station with an associated 20,000 gallon capacity hydrotank, and approximately 7,000 linear feet of 12-inch transmission main from the WWTP to the Northline project 10-inch reclaimed water line.

Location	Along RM 2243 and Main Street (Mel Mathis Boulevard)
Limits From/To:	Starts at Leander WWTP and ends at the east end of John Webster Street in the Northline Development

Schedule	**Start**	**End**
Design Phase	FY23	FY23
ROW/Esmt Acq.	FY23	FY23
Construction	FY24	FY25

For Non Utility CIP projects - Check all that apply:

- ☑ **Project will also involve the need for NEW City Utility Infrastructure.**
- ☑ **Project Cost Estimate Below DOES include cost for new utility infrastructure.**
- ☐ **Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.**

PROJECT NEED/BENEFITS

The Phase 1 improvements are intended for supplying water for the construction industry, helping the City's conservation efforts. Reclaimed water from the Phase 2 system can be used for multiple purposes, including irrigation, industrial, water features, and other authorized uses.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction	$ -	$ 3,250,000	$ -	$ -	$ -	$ -	$ -	$ 3,250,000
Management	$ -	$ 32,500	$ -	$ -	$ -	$ -	$ -	$ 32,500
Inspection/Testing	$ -	$ 48,750	$ -	$ -	$ -	$ -	$ -	$ 48,750
Contingencies	$ -	$ 168,750	$ -	$ -	$ -	$ -	$ -	$ 168,750
Other (ROW)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Estimated Cost	$ 4,295,000	$ 3,500,000	$ -	$ -	$ -	$ -	$ -	$ 7,795,000
Annual O&M Fiscal Impact	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PROJECT BUDGET		Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
FUNDING SOURCE									
Account No.	**Fund**								
27-00-4970	*TRANSFER IN UTILITY FUND*	$ -	$ 1,450,000	$ -	$ -	$ -	$ -	$ -	$ 1,450,000
68-00-4691	*WMS COUNTY ARPA GRANT*	$ -	$ 3,500,000	$ -	$ -	$ -	$ -	$ -	$ 3,500,000
23-00-4013	*UTILITY CO'S SERIES 2022*	$ -	$ 2,845,000	$ -	$ -	$ -	$ -	$ -	$ 2,845,000
Total Revenues		$ -	$ 7,795,000	$ -	$ -	$ -	$ -	$ -	$ 7,795,000
EXPENDITURE									
27-03-8714	*RECLAIMED WATER SYSTEM*	$ -	$ 1,450,000	$ -	$ -	$ -	$ -	$ -	$ 1,450,000
68-02-8714	*RECLAIMED WATER SYSTEM*	$ -	$ 3,500,000	$ -	$ -	$ -	$ -	$ -	$ 3,500,000
23-02-8714	*RECLAIMED WATER SYSTEM*	$ -	$ 2,845,000	$ -	$ -	$ -	$ -	$ -	$ 2,845,000
Total Expenditures		$ -	$ 7,795,000	$ -	$ -	$ -	$ -	$ -	$ 7,795,000

Note: All amounts are shown in current dollars

Appendix C - Subrecipient Notification:

Williamson County

Reclaimed Water System for Northline Project Subrecipient Notification

The award made to your organization by Williamson County as part of the Reclaimed Water System for Northline Project is classified as a federal award and your organization is classified as a subrecipient subject to Uniform Guidance.

Subrecipient's Name: City of Leander TX

Subrecipient's Unique Identifier: G1VDQZJWDGA4

Federal Award Identification Number: SLFRP2793

Federal Award Date: 06/04/2021

Subaward Period of Performance: Until Dec 31, 2026

Subaward Budget Period: FY2023-FY2025

Amount of Federal Funds Obligated by This Action: $3,500,000

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Financial Obligation: $3,500,000

Total Amount of Federal Funds committed: $3,500,000

Project description: This project will provide a phased reclaimed water system at the RM 2243 Wastewater Treatment Plant (WWTP). Phase 1 of the project will include facilities to divert reclaimed water to a filling station located at the plant site and will include pressurization equipment, a Point of Sale (POS) system, as well as provisions for expansion. Phase 2 of the project will include a 3,000 GPM (Gallons Per Minute) low-head transfer pump station, re-chlorination system, 250,000-gallon capacity ground storage tank (GST), 1,750 GPM high-service pump station with an associated 20,000-gallon capacity hydrotank, and approximately 7,000 linear feet of 12-inch transmission main from the WWTP to the Northline project 10-inch reclaimed water line.

Federal awarding agency's Name: Department of the Treasury

Pass-through entity's Name: Williamson County

Pass-through entity awarding official contact information: bdaigh@wilco.org

Assistance Listing Number and Program Title: 21.027 Coronavirus State and Local Fiscal Recovery Funds

This award is not R&D.

This award is eligible for an indirect cost rate.

There are no specific close-out requirements for this award. However, the agreement must follow the general closeout rules in 2 C.F.R. 200.344 and 2 C.F.R. 200.345.

Commissioners Court - Regular Session **31.**

Meeting Date: 12/13/2022

ARPA Agreement City of Cedar Park

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Cedar Park for Infrastructure improvements to the Brushy Creek Regional Utility Authority Phase 1D Water Treatment Plant Expansion serving the community for reimbursement under The American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) funds. This agreement is a subrecipient grant agreement in the amount of $4 million.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Cedar Park ARPA Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 11:09 AM
Form Started By: Julie Kiley		Started On: 12/01/2022 10:41 AM
Final Approval Date: 12/01/2022		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF CEDAR PARK FOR THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY PHASE 1D WATER TREATMENT PLANT EXPANSION PROJECT

WITH FUNDING FROM: THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and the City of Cedar Park ("SUBRECIPIENT"), (collectively, the "Parties"). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act ("ARPA") to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLRF FUNDS") authorized the ARPA (C.F.D.A #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the COUNTY has received SLRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLRF FUNDS (31 CFR Part 35 and may be found at: https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

The Brushy Creek Regional Utility Authority ("BCRUA") Phase 1D Water Treatment Plant Expansion Project will increase the treatment plant capacity from 32.5 MGD to 42 MGD, which will provide the City of Cedar Park with an additional 2.5 MGD of treatment capacity. This additional capacity will ensure the City of Cedar Park has a sufficient amount of high quality drinking water for current and future customers as the city continues to grow.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf.

For "drinking water" expenditure category definitions, please see:

https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

II.
PAYMENT

The COUNTY shall make available an amount of up to **$4,000,000.00 (FOUR MILLION DOLLARS)** to SUBRECIPIENT from the COUNTY's SLRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form
ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
iv. Invoices of all other expenditures
v. Proof of payment of all expenditures

III.
TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

i. Creates a potential threat to health or safety: or
ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to

the other Party.

IV.
AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V.
STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

i. Identify and record valid transactions
ii. Record transactions to the proper accounting period in which transactions occurred
iii. Describe transactions in sufficient detail to permit proper classification
iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
v. Adequately identify the source and application of funds of each grant contract
vi. Generate current and accurate financial reports in accordance with contract requirements

VI.
MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that

COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VII.
ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX.
EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
iv. Adequate maintenance procedures must be developed to keep the property in good condition.
v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

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LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

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XII.
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

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SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this

Agreement.

XIV.
DOCUMENTATION

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XV.
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission ***if required*** by Texas Government Code Section 2252.908, as amended.

XVI.
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

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

and

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

Subrecipient:

City Manager
450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613

XVII.

SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below ("Effective Date").

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2022

SUBRECIPIENT:

Brenda Eivens
Authorized Signature

Brenda Eivens
Printed Name

Date: November 30, 2022

APPENDIX A – Scope of Services

U.S. Department of the Treasury Code 5.10

Construction of the Brushy Creek Regional Utility Authority Phase 1D Water Treatment Plant Expansion Project

This project will increase the treatment plant capacity from 32.5 MGD to 42 MGD, which will provide the City of Cedar Park with an additional 2.5 MGD of treatment capacity.

APPENDIX B – Program or Project Budget/Allowable Expenses

Project Budget: BCRUA Phase 1D Expansion Project
Cedar Park Cost Allocation

Project	Task	Cost
Phase 1D	Construction	$ 4,000,000.00

Total: $ 4,000,000.00

Commissioners Court - Regular Session **32.**

Meeting Date: 12/13/2022

Rules of Procedure, Conduct and Decorum

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 adopting revised versions of the Williamson County Commissioners Court's Rules of Procedure, Conduct and Decorum and Public Participation Form.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Revised Rules of Procedure, Conduct and Decorum 2022

Public Participation Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2022 03:30 PM
Form Started By: Hal Hawes		Started On: 12/06/2022 11:47 AM
Final Approval Date: 12/07/2022		

ORDER SETTING
RULES OF PROCEDURE, CONDUCT, AND DECORUM AT MEETINGS OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

Pursuant to the Laws and Rules of the State of Texas, the Texas Constitution, article V, § 18 (providing that commissioners court shall "exercise such powers and jurisdiction over all county business"), the Texas Local Government Code, §§ 81.022 & 81.023 (setting forth process and contempt powers of the commissioners court "for the proper execution of its powers and duties and enforcement of its jurisdiction"), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health"), and the common law granting the County authority to regulate facilities and the public health and safety, the Commissioners Court of Williamson County finds that it is necessary to impose reasonable policies pertaining to meetings of the Williamson County Commissioners Court.

IT IS THEREFORE ORDERED THAT the following policies for the enforcement of Rules of Procedure, Conduct, and Decorum at Meetings of the Williamson County Commissioners Court (hereinafter also referred to as the "Commissioners Court") are hereby adopted:

I. All Regular, Special, Emergency, Working and Executive Session Meetings of the Commissioners Court will be called and conducted in accordance with the provisions of the Texas Open Meeting Act, Texas Government Code, Chapter 551.

II. The Commissioners Court normally meets on Tuesdays at 9:30 a. m. in the Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 Main Street, Georgetown, Texas. Unless otherwise amended or provided by the Commissioners Court, the Regular Term or Regular Meeting day of the week of the Commissioners Court shall be each Tuesday of every month and all other meetings or sessions of Commissioners Court shall be Special Terms or Special Meetings. **Tex. Loc. Gov't Code § 81.005(g)-(h).** Each meeting notice will be approved by the County Judge and posted at the Williamson County Courthouse and on https://agenda.wilco.org/agenda_publish.cfm pursuant to the procedures listed in the Texas Open Meetings Act, Texas Government Code, Chapter 551.

III. With the exception of executive sessions (aka, "closed meetings"), all meetings of the Commissioners Court are open to the public and to representatives of the media. Executive sessions of the Commissioners Court are not open to the public or media and only individuals requested or ordered to attend are allowed to attend.

A. The business of Williamson County is conducted by and between the members of the Commissioners Court and by those members of the County staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited to attend all open meetings of the Commissioners Court, participation is limited to that of observer unless a member(s) of the public is requested to address the Commissioners Court on an issue(s) or as otherwise set out herein.

B. Each member of the public who desires to appear before the Commissioners Court to address the Commissioners Court must fully complete a Public Participation Form and submit it to the County Judge's Executive Assistant or designated staff at least ten (10) minutes prior to the beginning of the Commissioners Court's meeting.

C. Each member of the public who appears before the Commissioners Court shall state his/her name, city of residence and county of residence for the record of the Commissioners Court.

D. Public Comment Period for County Matters **Not** on a Meeting's Agenda:

1. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Commissioners Court regarding matters pertaining to or affecting Williamson County **but that do not appear as an Agenda Item on a meeting's Agenda**.
2. Each member of the public who desires and is recognized to appear before the Commissioners Court during such Public Comment Period shall be limited to a maximum of two (2) minutes to make his/her remarks.
3. The maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Commissioners Court during such period, shall be limited to ten (10) minutes. In the event that more than five (5) members of the public wish to speak during the Public Comment Period, then time allocated to members of the public recognized to speak will, to the extent possible, be divided equally amongst the members of the public wishing to speak during the Public Comment Period. However, in matters of exceptional interest, the Commissioners Court may, by majority vote of the members of the Commissioners Court in attendance at the meeting, lengthen the maximum overall discussion time allowed for the Public Comment Period.
4. The Commissioners Court may only discuss issues that are properly posted on a meeting's Agenda as an Agenda Item. Thus, the Commissioners Court may not discuss matters addressed during the Public Comment Period since such matters do not appear on the meeting's Agenda.

E. Public Comments Regarding Agenda Items On a Meeting's Agenda:

1. Each member of the public who appears before the Commissioners Court to address the Commissioners Court regarding an Agenda Item or multiple Agenda Items on a meeting's Agenda shall be limited to a cumulative maximum of three (3) minutes to make his/her remarks.
2. The maximum overall public discussion time allowed on any Agenda Item, regardless of the number of members of the public wishing to address the Commissioners Court on a particular Agenda Item, shall be limited to thirty (30) minutes. In the event that more than ten (10) members of the public wish to address a particular Agenda Item, then time allocated to members of the public recognized to speak shall, to the extent possible, be divided equally between those members of the public wishing to speak in favor of the particular Agenda Item and those members of the public wishing to speak in opposition to the particular Agenda Item. However, in matters of exceptional interest, the Commissioners Court may, by majority vote of the members of the Commissioners Court in attendance at the meeting, lengthen the maximum overall public discussion time allowed on a particular Agenda Item.

F. The Executive Assistant of the County Judge or such other designated representative of the Commissioners Court shall maintain time for each public speaker.

G. **While it is the intention of the Commissioners Court to provide open access to citizens of Williamson County, members of the public are advised that the Commissioners Court is a Constitutional Court with both judicial and legislative powers, created under Article V, § 1 & § 18 of the Texas Constitution. Members of the public shall conduct themselves with proper respect in speaking before the Commissioners Court.** By adoption of these Rules of Procedure, Conduct, and Decorum, the Commissioners Court is not prohibiting lawful public criticism of the Commissioners Court, including criticism of any act, omission, policy, procedure, program, or service of the Commissioners Court. However, the Commissioners Court is not a forum to publicly demean any group or individual. Accordingly, the Commissioners Court will not allow any profane, insulting, demeaning or threatening language directed toward the Commissioners Court and/or any group or individual, nor tolerate any slurs or epithets relating to race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals.

H. Proper attire for men, women and children is mandatory. Inappropriate attire includes, but is not limited to, items such as cutoffs; tank tops; muscle shirts; shorts; clothing with suggestive, offensive, vulgar, racist, homophobic, sexist pictures, slogans or depictions; provocative clothing styled or worn to provoke, distract or disrupt; barefoot; or flip-flops.

I. To prevent distractions and interruptions to the orderly business being conducted by the Commissioners Court, individuals shall not display or bring into the Commissioners

Deleted: that is

Courtroom items including, but not limited to signs; placards; posters; photographs; flags; personal property structures or personal property items other than personal effects, notebooks, laptops and personal devices; or other related items unless such items are requested by the Commissioners Court for demonstration purposes in relation to a specific Agenda Item being considered by the Commissioners Court.

IV. **Any member of the public that is not properly attired or who does not conduct themselves according to the guidelines and rules set out herein will be subject to the following orders, sanctions and possible prosecution:**

A. Cancellation of a speaker's remaining speaking time;
B. Removal from the Commissioners Courtroom;
C. Denial of entry into the Commissioners Courtroom;
D. Refusal to abide by the Commissioners Court's order and/or continued disruption of the meeting may result in a Contempt of Court citation issued under Tex. Loc. Gov't Code § 81.023.
E. Filing of charges and prosecution under the following sections of the Texas Penal Code:

Texas Penal Code § 42.05. Disrupting Meeting or Procession.
(a) A person commits an offense if, with intent to prevent or disrupt a lawful meeting, procession, or gathering, he obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.
(b) An offense under this section is a Class B misdemeanor.

Texas Penal Code § 38.13. Hindering Proceedings by Disorderly Conduct.
(a) A person commits an offense if he *intentionally* hinders an official proceeding by noise or violent or tumultuous behavior or disturbance.
(b) A person commits an offense if he *recklessly* hinders an official proceeding by noise or violent or tumultuous behavior or disturbance and continues after explicit official request to desist.
(c) An offense under this section is a Class A misdemeanor.

F. Such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes, and Codes of the State of Texas.

V. The County Judge is the presiding officer of the Commissioners Court and is a fully participating member thereof. As presiding officer of the Commissioners Court, the County Judge is responsible for conducting all meetings. In the event of absence of the County Judge, the senior member of the Commissioners Court present (in terms of total number of years as an elected member of the Commissioners Court) shall serve as the Judge Pro-Tem, although such senior member may delegate this duty to another member of the Commissioners Court. Except as otherwise authorized by the Commissioners Court, the County Judge shall be the presumptive signatory of the Commissioners Court and, in the County Judge's absence, the senior member of the Commissioners Court present (in

terms of total number of years as an elected member of the Commissioners Court) shall act as the presumptive signatory of the Commissioners Court.

VI. The Williamson County Constable Precinct No. 3 and/or his/her designated deputies shall serve as the Bailiff at all Regular, Special, Executive Session, Emergency Meeting and Public Hearings of the Commissioners Court. In the event of the absence of the Williamson County Constable Precinct No. 3 and his/her deputies, the Commissioners Court's presiding officer shall appoint such other commissioned peace officers to serve as Bailiff as may be necessary.

VII. At the discretion of the Commissioners Court, town meetings, working sessions and public hearings may be conducted. The Rules of Procedure, Conduct, and Decorum set out herein shall apply to such meetings. Supplemental rules may be adopted at the discretion of the Commissioners Court in order to conduct such meetings in an orderly, efficient, and proper manner.

VIII. The Commissioners Court recognizes the concept of "ceremonial deism" as a reasonable usage in compliance with constitutional principles on the grounds that the practice is longstanding, has historical significance, and its religious impact is minimal and nonsectarian. Williamson County does not endorse or advance any one, or disparage any other, faith or belief. In line with local customs, history, morals, and application of ceremonial deism, Williamson County fully recognizes legislative prayer, use of "In God We Trust" as the national motto, use of the words "under God" to pledges of allegiance, legislative resolutions honoring local churches, groups, and charitable organizations that contribute to the public good, and any other acceptable use of ceremonial deism without establishing or endorsing any one religion or violating the free will of the people with regard to their individual beliefs.

IX. Special Press & Media Rules:

A. No media personnel or equipment, including lights, cameras or microphones will be located on the Commissioners Court bench nor closer than five (5) feet in front of the Commissioners Court bench during meetings.

B. Reporters and media technicians are required to structure their movements, equipment (including set-up, take-down, and adjustments, etc.) in a manner that does not disrupt deliberations or the ability of the public to see, hear, and participate in the proceedings.

C. Except as otherwise authorized by the presiding officer of the Commissioners Court, interviews shall be conducted outside the Commissioners Courtroom during the time the Commissioners Court is in session, as well as during times in which Court's session is in recess.

D. Media interviews which are conducted outside the Commissioners Courtroom must be conducted in a manner that the interview does not disturb, impede or disrupt the Commissioners Court's proceedings at any time.

X. ACCESSIBILITY AND ACCESSIBILITY STATEMENT FOR DISABLED PERSONS: Entry by the public into the Commissioners Courtroom shall be made only at the designated entry points. The Commissioners Court's meeting site is accessible to disabled persons as follows: Entrance to the Courthouse is accessible through the south entrance of the Williamson County Courthouse. A wheelchair ramp provides access to the south entrance. The Commissioners Courtroom is on the second floor, and there is a working elevator in the building. If any special assistance or accommodations are needed in order to attend a Commissioners Court meeting, please contact the Office of the County Judge at (512) 943-1550 or the Commissioners Court's Bailiff in advance so that *reasonable* accommodations can be arranged.

XI. TRANSLATED PUBLIC TESTIMONY: In the event the Commissioners Court is not using simultaneous translation equipment in a manner that allows the Commissioners Court to hear a translated public testimony simultaneously, any member of the public who addresses Court through a translator shall be given at least twice the amount of time as a member of the public who does not require the assistance of a translator in order to ensure that non-English speakers receive the same opportunity to address the Commissioners Court. The maximum overall public discussion time allowed on a particular Agenda Item or for a Public Comment Period shall be increased as necessary in order to comply with this provision.

XII. ANIMALS IN COMMISSIONERS COURTROOM: No animals other than an "assistance animal" or "service animal" (as those terms are defined by Texas Human Resources Code, Chapter 121, and the Americans with Disabilities Act) used by individuals with disabilities shall be allowed in the Commissioners Courtroom. An animal that provides only comfort or emotional support to a person is not a "service animal" or "assistance animal" under state or federal law and, thus, is not allowed in the Commissioners Courtroom.

XIII. These Rules of Procedure, Conduct, and Decorum at Meetings of the Commissioners Court shall supplant any prior Rules of Procedure, Conduct and Decorum and shall be effective immediately upon adoption by the Commissioners Court and shall remain in full force and effect until amended or repealed by a majority vote of the Commissioners Court.

ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS on this 13th day of December, 2022.

_____
Bill Gravell, Jr., Williamson County Judge

_____
Terry Cook
Commissioner, Pct. 1

_____
Valerie Covey
Commissioner, Pct. 3

_____
Cynthia Long
Commissioner, Pct. 2

_____
Russ Boles
Commissioner, Pct. 4

WILLIAMSON COUNTY COMMISSIONERS COURT
PUBLIC PARTICIPATION FORM

NOTE: By submitting this request to address the Williamson County Commissioners Court (the "Court"), I agree to state my name and my city and county of residence for the Court's record and to comply with the Rules of Procedure, Conduct and Decorum at Meetings of the Williamson County Commissioners Court (the "Rules"). I understand the Court is not a proper forum to publicly demean any group or individual and that the use of any profane, insulting, demeaning or threatening language directed toward the Court and/or any group or individual and/or the use of any slurs or epithets relating to race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals will not be tolerated. I also understand that in order to prevent distractions and interruptions to the orderly business being conducted by the Commissioners Court, I shall not display or bring into the Commissioners Courtroom items including, but not limited to signs; placards; posters; photographs; flags; personal property structures or personal property items other than personal effects, notebooks, laptops and personal devices; or other related items unless such items are requested by the Commissioners Court for demonstration purposes in relation to a specific Agenda Item being considered by the Commissioners Court. I acknowledge and agree that, if I fail to conduct myself according to the Rules, the remainder of my speaking time may be cancelled; I may be removed from the meeting; receive a Contempt of Court citation pursuant to Chapter 81 of the Texas Local Government Code; be charged under Texas Penal Code Section 42.05 (Disrupting Meeting or Procession); be charged under Texas Penal Code Section 38.13 (Hindering Proceedings By Disorderly Conduct); lose my speaking privileges; and/or receive any such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes, and Codes of the State of Texas.

(PLEASE PRINT CLEARLY)

NAME: _____

NAME OF INTERPRETER (If Applicable): _____

DATE: _____ _____, 20___

HOME ADDRESS: _____ _____, _____ _____

COUNTY OF RESIDENCE: _____

Do you wish to speak on a specific Agenda Item that is on today's Agenda? Yes: ___ No: ___

If yes, specify the Agenda Item Number and state if you are for or against such Agenda Item: Agenda Item No. _____ For: _____ Against: _____

Do you wish to speak about a matter relating to Williamson County that IS NOT an Agenda Item on today's Agenda? Yes: _____ No: _____

If yes, please generally describe the county matter that you wish to speak on:

_____

_____

Submittal Deadline: In order to address the Commissioners Court and to prevent delays to the efficient operation of the Commissioners Court, this form must be completely filled out, signed and submitted to the Bailiff of the Commissioners Court at least ten (10) minutes prior to the beginning of the Commissioners Court's meeting on the day that you wish to address the Commissioners Court.

Signature: _____

Procedure for Public Participation:

1. Fill out Public Participation Form completely and place in the designated box for completed forms;
2. Wait for the County Judge or Presiding Officer to call your name to approach the podium
3. State your name and your city and county of residence clearly into the podium microphone
4. You will have the time allowed by the Rules to address the Court

Commissioners Court - Regular Session **33.**

Meeting Date: 12/13/2022

Approval of Purchase of Station Alerting System for EMS Stations from PURVIS Systems, Incorporated for IT Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of the PURVIS FSAS IP-based alerting systems for Williamson County EMS Stations from PURVIS Systems, Incorporated in the amount of $1,040,955.85 pursuant to HGACBuy Co-op Contract #EC07-20 through RFP #15RFP115, and authorizing execution of the addendum.

Background

Approval of this will support the operations of EMS stations across Williamson County. PURVIS automates the process of alerting fire and rescue personnel, enhances communications, and decrease response times. The PURVIS system was awarded and approved by Commissioner's Court in February 2015 through RFP #15RFP115. Three firms responded to the solicitation and PURVIS was awarded. Additional components were added to the initial installation at later dates. Through that solicitation award, regional Fire Stations have also deployed the PURVIS alerting system. The quote is attached that outlines the different items to be purchased and installed in the EMS stations. IT, Legal, and Contract Audit have reviewed this purchase. This expenditure will be expensed to P570. Department contacts are Michael Moody and Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/08/2022 11:12 AM
County Judge Exec Asst.	Becky Pruitt	12/08/2022 11:15 AM
Form Started By: Erica Smith		Started On: 12/01/2022 10:37 AM
Final Approval Date: 12/08/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
PURVIS FIRE STATION
ALERTING SYSTEM
(EMS Stations – Information Systems)

(PURVIS Systems Incorporated)
(H-GAC Contract #EC07-20)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **PURVIS Systems Incorporated** (hereinafter "PURVIS" or "Service Provider") with headquarters located at 88 Silva Ln, Middletown, RI 02842 (Phone: (401)-619-2466). Customer agrees to engage PURVIS as an independent contractor, to assist in providing certain good or 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. PURVIS Proposal for Fire Station Alerting System, dated November 29, 2022;
B. H-GAC Contract #EC07-20, including addenda and mandatory terms for Customer; and
C. This Williamson County Addendum.

Where there is any conflict between this Addendum and any of the above- referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

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

V.

Payment: PURVIS will be compensated as set forth in PURVIS Proposal for Fire Station Alerting System, dated November 29, 2022 up to the stated grand total not-to-exceed amount of $1,040,955.85 for goods and services actually rendered and invoiced with satisfactory itemization and verification by the Williamson County Auditor. Any changes to the not-to-exceed amount must be in writing and signed by both parties and subject to approval by the Williamson County Commissioners Court.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate

published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

VII.

Right to Audit: PURVIS agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of PURVIS which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. PURVIS agrees that Customer shall have access during normal working hours to all necessary PURVIS 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 PURVIS reasonable advance notice of intended audits. In no circumstances will PURVIS be required to create or maintain documents not kept in the ordinary course of PURVIS' business operations, nor will PURVIS be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

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

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

IX.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that Customer does not agree to arbitration.

X.

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

XI.

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

XII.

Good Faith: PURVIS agrees to act in good faith in the performance of the contract relevant to this addendum.

XIII.

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

XIV.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific

project and shall terminate upon project completion or when terminated pursuant to paragraph VI above.

XV.

County Judge or Presiding Officer Authorized to Sign Contract: 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:

_____
Authorized Signature
Date:_____, 2022

PURVIS SYSTEMS INCORPORATED:

Danielle Flynn:A0109B300000183CCF217C900000337 Digitally signed by Danielle Flynn:A0109B300000183CCF217C900000337 Date: 2022.12.02 09:10:35 -05'00'

Authorized Signature
Date: December 2nd , 2022

PURVIS PRICE QUOTATION

PURVIS SYSTEMS

Tax ID #: 11-2299301

Date: November 29, 2022
Quote #: [redacted]
Agency: Williamson County
Address: 911 Tracy Chambers Lane
Georgetown, TX 78626
Agency POC: Michael Moody, Technology Division Manager
E-mail michael.moody@wilco.org
Phone #: 512-864-8234

88 Silva Ln
Middletown, RI 02842

Sales: J. Mascola 401-862-1184
jmascola@purvis.com
Contracts: D Flynn 401-845-8432
DFlynn@purvis.com

TASK:

Williamson County (WILCO) has requested that PURVIS procure, implement, and install the PURVIS FSAS IP-based alerting in each of the EMS Stations in Williamson County. Please refer to the attached "PURVIS Fire Station Alerting System SOW WILCO EMS Stations RevB" for additional details associated with our quote. Installation Services are included for the eighteen (18) EMS stations identified.

This project is to be purchased under the HGACBuy Contract No. EC07-20

HARDWARE:

Item	PURVIS Part #	Qty	Unit Price	Adjusted Unit Price	Extended Price
Station Control Unit (SCU)	315-030005-131-NN	18	$17,500.00	$16,975.00	$305,550.00
SCU Remote Touch Screen (RTS) - 22"	315-250005-131	18	$605.00	$586.85	$10,563.30
Remote Touch Screen Video Distribution - VGA TX/RX	315-250300-131	18	$410.00	$397.70	$7,158.60
Vesa Mount for VGA Receiver	315-250100-131	18	$50.00	$48.50	$873.00
Wall Mounting Bracket, Tilt, RTS Monitor	315-190302-131-RTS	18	$30.00	$29.10	$523.80
USB Extender, 1-Port	315-250202-131	18	$105.00	$101.85	$1,833.30
24 Port Unmanaged Network Switch	315-290005-131-LAN	18	$225.00	$218.25	$3,928.50
Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	315-040308-131	18	$1,085.00	$1,052.45	$18,944.10
Audio/Relay Expansion Module (ARXM) 25/70v, 4 Zone/8 Relay	315-442000-131-4/8	3	$3,625.00	$3,516.25	$10,548.75
Recessed Speaker, 8" with Red/White LED Ring (25/70v)	315-141001-131-RW	91	$300.00	$291.00	$26,481.00
Recessed Speaker Mount	315-130360-131	91	$20.00	$19.40	$1,765.40
Amplifier 1 Ch (25/70v) 100w	315-070308-131	18	$905.00	$877.85	$15,801.30
Message Board - 32" Monitor	315-190000-131-32	18	$595.00	$577.15	$10,388.70
Message Board HDMI Video Receiver	315-190400-131	18	$100.00	$97.00	$1,746.00
Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	315-190300-131	18	$60.00	$58.20	$1,047.60
Power Strip - Rack Mount	315-010500-131	18	$65.00	$63.05	$1,134.90
19" Rack 12U - Wall Mount	315-380004-131	18	$850.00	$824.50	$14,841.00
TOTAL					$433,129.25
Sales and Use Tax					$0.00
TOTAL HARDWARE					**$433,129.25**

Hardware Prices do not include installation or any system configuration, if applicable. Any applicable manufacturer warranties will be extended to the customer.

Hardware lead time is at least 12 weeks after receipt of order (ARO)

SOFTWARE:

Item	PURVIS Part #	Qty	Unit Price	Adjusted Unit Price	Extended Price
Text-to-Speech (TTS) Voice Module Software License (Perpetual)	315-990400-120	18	$1,410.00	$1,367.70	$24,618.60
Station Control Unit (SCU) FSAS Software License (Perpetual)	315-990300-120	18	$300.00	$291.00	$5,238.00
TOTAL					**$29,856.60**
Sales and Use Tax					$0.00
TOTAL SOFTWARE					**$29,856.60**

FIXED PRICE SERVICES:

Description	Unit Price	Adjusted Unit Price	Price
Implementation Services (Project Management, Configuration, Integration, Test, Installation Support, & Training)	$40,500.00	$39,285.00	$39,285.00
Installation Services	$385,000.00	$373,450.00	$373,450.00
Electrical Services	$123,500.00	$119,795.00	$119,795.00
Project Contingency	$42,000.00	$40,740.00	$40,740.00
Freight/Shipping & Handling		$4,700.00	$4,700.00
1 Year Warranty & Maintenance		Included	$0.00
TOTAL SERVICES			**$577,970.00**

GRAND TOTAL	**$1,040,955.85**

PAYMENT MILESTONES:

Key Milestone	Deliverable	Payment Amount
Milestone # 1	Delivery of Overall Project Plan	
	Delivery of Network Configuration Spreadsheet Template for Customer Input	$ 150,000.00
	Delivery of System Configuration Spreadsheet Template for Customer Input	
Milestone # 2	Delivery and installation of Stations 1 -3	$ 145,000.00
Milestone # 3	Delivery and installation of Stations 4 -6	$ 145,000.00
Milestone # 4	Delivery and installation of Stations 7 -9	$ 145,000.00
Milestone # 5	Delivery and installation of Stations 10 -12	$ 145,000.00
Milestone # 6	Delivery and installation of Stations 13 -15	$ 145,000.00
Milestone # 7	Delivery and installation of Stations 16 -18	$ 145,000.00
Milestone # 8	Final Testing and Cutover	$ 20,955.85
	Total	**$ 1,040,955.85**

POST WARRANTY, MAINTENANCE & SUPPORT:

Description	Qty	Unit Price	Adjusted Unit Price	Extended Price
Annual Post Warranty, Maintenance and Support (Remote Only - 24/7/365) (Coverage begins 1 year after final system acceptance from Williamson County EMS)	1	$27,450.00	$26,626.50	$26,626.50
Text-to-Speech (TTS) Voice Module Software Maintenance (Annual)	18	$195.00	$189.15	$3,404.70
TOTAL POST WARRANTY, MAINTENANCE & SUPPORT and SOFTWARE FEES				**$30,031.20**

BONDS: Quote does not include any bid, payment, or performance bonds.

Prevailing Wage Rates: Installation costs are not based on prevailing wage rates.

SALES AND USE TAX: Any required sales and use tax not identified in this quote is responsibility of the quote recipient or Fire Station Alerting System end-user. PURVIS is not responsible for the collection of any required taxes and payments to any tax collection agencies.

PAYMENT TERMS: Net 30

VALIDITY: This FFP Quote is valid for 90 days

WARRANTY: First Year Remote Warranty & Maintenance begins upon final system acceptance by Williamson County EMS.

PURVIS AGREEMENTS: The PURVIS FSAS Standard License Agreement and the PURVIS FSAS Maintenance Agreement must be signed and returned to PURVIS Systems with any initial orders placed for the PURVIS Fire Station Alerting System.

EXPORT CONTROL: Products purchased or received under any resulting Sale may be subject to export control laws, restrictions, regulations, and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export any product to any prohibited or embargoed country or to any denied, blocked or designated person or entity as mentioned in any United States or foreign law or regulation.

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	EC07-20	Date Prepared:	11/29/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Williamson County	**Contractor:**	PURVIS Systems Incorporated
Contact Person:	Michael Moody, Technology Division Manager	**Prepared By:**	Jeff Mascola
Phone:	512-864-8234	**Phone:**	401-619-2466
Fax:		**Fax:**	401-849-0121
Email:	michael.moody@wilco.org	**Email:**	jmascola@purvis.com

Catalog / Price Sheet Name:	PURVIS Systems Incorporated, Fire Station Alerting System (FSAS)
General Description of Product/ Product Code	**Fire Station Alerting System Components**

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
18	315-030005-131-NN - Station Control Unit (SCU) - No Screen	$17,500.00	$315,000.00
18	315-250005-131 -SCU Remote Touch Screen (RTS) - 22"	$605.00	$10,890.00
18	315-250300-131 - Remote Touch Screen Video Distribution - VGA TX/RX	$410.00	$7,380.00
18	315-250100-131 - Vesa Mount for VGA Receiver	$50.00	$900.00
18	315-190302-131-RTS - Wall Mounting Bracket, Tilt, RTS Monitor	$25.00	$450.00
18	315-250202-131 - USB Extender, 1-Port	$105.00	$1,890.00
18	315-290005-131-LAN - 24 Port Unmanaged Network Switch	$225.00	$4,050.00
18	315-040308-131 - Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	$935.00	$16,830.00
3	315-442000-131-4/8 - Audio/Relay Expansion Module (ARXM) 25/70v, 4 Zone/8 Relay	$3,535.00	$10,605.00
91	315-141001-131-RW -Recessed Speaker, 8" with Red/White LED Ring (25/70v)	$300.00	$27,300.00
91	315-130360-131 - Recessed Speaker Mount	$20.00	$1,820.00
18	315-190000-131-32 - Message Board - 32" Monitor	$595.00	$10,710.00
18	315-190400-131-RX - Message Board HDMI Video Receiver	$100.00	$1,800.00
18	315-190300-131 - Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	$60.00	$1,080.00
18	315-010500-131 - Power Strip - Rack Mount	$115.00	$2,070.00
18	315-380004-131 - 19" Rack 12U - Wall Mount	$850.00	$15,300.00
18	315-990400-120 - Text-to-Speech (TTS) Voice Module Software License (Perpetual)	$1,410.00	$25,380.00
18	315-990300-120 - Station Control Unit (SCU) FSAS Software License (Perpetual)	$300.00	$5,400.00
		Total From Other Sheets, If Any:	
		Subtotal A:	$458,855 00

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid)

Quan	Description	Unit Pr	Total
1	Manufacturing Surcharge	$2,160.00	$2,160.00
18	315-070308-131 - Amplifier 1 Ch (25/70v) 100w	$905.00	$16,290.00
			$0.00
			$0.00
			$0.00
		Total From Other Sheets, If Any:	
		Subtotal B:	$18,450 00

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options	**For this transaction the percentage is:**	4%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

FSAS Implementation/Installation Services for Published Equipment at Williamson County (Ref PC2022-163R4)	$549,000.00
Project Contingency	$42,000.00
Freight/Shipping & Handling	$4,700.00
Sales & Use Tax	$0.00
3% Discount (applied to all items except Freight and Tax)	($32,049.15)
Subtotal C:	$563,650 85

Delivery Date:	**200 days ARO**	**D. Total Purchase Price (A+B+C):**	$1,040,955 85

Commissioners Court - Regular Session **34.**

Meeting Date: 12/13/2022

Livestock Wrangler Contract - Dusty Greene

Submitted For: Mike Gleason **Submitted By:** Terri Countess, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service Contract between Dusty Greene and Williamson County for Wrangler Services, pursuant to Texas Agriculture Code 142.001, and authorizing the execution of the Service Contract

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wrangler Contract - Greene

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/07/2022 03:30 PM
Form Started By: Terri Countess		Started On: 12/07/2022 09:04 AM
Final Approval Date: 12/07/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR LIVESTOCK WRANGLER FOR IMPOUNDMENT & DISPOSITION OF ESTRAYS PURSUANT TO Texas Agriculture Code § 142.001 *et seq.*

(Dusty Greene)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Dusty Greene**, (hereinafter "Service Provider"), 12261 W. FM 487, Florence, Texas 76527 (ph. 254-383-1850). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide goods and services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to Livestock Wrangler for impoundment & disposition of estrays pursuant to Texas Agriculture Code § 142.001 et seq.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for the county's fiscal year 2023 through September 30, 2022. Thereafter, the contract shall automatically renew each October 1st for the next county fiscal year unless the contract is terminated earlier pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on the attached Exhibit "A" Fee Schedule *subject to available county funding for the then current fiscal year*. Exhibit "A" may only be amended in writing by a fully executed addendum signed

by both parties and approved by the Williamson County Commissioners Court. **The County shall only be billed for goods or services actually rendered and received.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Entire Contract: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties.

V.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

VI.

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

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM

OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 2022

SERVICE PROVIDER:

Dusty Greene
Authorized Signature

Dusty Greene
Printed Name

Date: December 6, 2022

EXHIBIT A
(incorporated herein as if copied in full)

STOCK CONTRACTOR CHARGE FEES

Minimum Charge call out fee: $150.00 (Applied to catch/transport cost)

Sedation & Reversal, Loading, Transport Fee per bovine: $250.00

Cattle/Horses are penned: $100.00 per animal (If only one animal $200.00)

Animals that must be roped: $200.00 per animal

Prices based on fuel cost of $3.45 per gallon (diesel) (One way return to drop off location)

Prices subject to change per circumstance with approval of onsite WCSO Livestock Deputy

Any serious illness, injury, death of livestock animal must be reported to Williamson County Livestock Deputy immediately. Any DVM care must be reported as soon as possible to Williamson County Livestock Deputy.

All equines impounded require a negative Coggins.
West Side of I-H 35 impounds: Transported to Live Oak Vet Clinic, 4250 N US 183, Liberty Hill, Texas.
East Side of I-H 35 impounds: Brazos Valley Equine Hospital, 1920 FM 2268, Salado, Texas

Livestock impound drop off location shall be at the discretion of WCSO Livestock Deputy.

Stock contractor ETA response time to impound location subject to WCSO Livestock Deputy decision.

Stock Contractor Signature: Dirk Moore

Date: 11-18-22

Commissioners Court - Regular Session **35.**

Meeting Date: 12/13/2022

Award of RFP #22RFP148 Construction Manager at Risk (CMAR) for New Headquarters Building to Chasco Contractors, Ltd. L.L.P. for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #22RFP148 Construction Manager at Risk (CMAR) for New Headquarters Building to Chasco Contractors, Ltd. L.L.P. and authorize the execution of the agreement. Funding Source is P577.

Background

Williamson County sent out over seven thousand (7,000) notifications with eighty-one (81) document takers and with seven (7) firms submitting a response. The Construction Manager at Risk, (CMAR), services are for the New Headquarters Building for Williamson County. The firms were evaluated, shortlisted and interviewed. Chasco Contractors, Ltd. L.L.P. was the highest rated and was recommended, after negotiations, to move forward with the project and establish a Guaranteed Maximum Price (GMP). Marmon Mok, LP is the architect of record for the project. The County shall pay $35,000.00 to Chasco Contractors, Ltd. L.L.P. for Pre-construction Services. The funding source is P577. Department point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chasco Proposal

Construction Contract

Scoresheet redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/08/2022 09:32 AM
County Judge Exec Asst.	Becky Pruitt	12/08/2022 09:39 AM
Form Started By: Johnny Grimaldo		Started On: 11/30/2022 01:37 PM
Final Approval Date: 12/08/2022		

Williamson County Headquarters

Project Architect
MarmonMok ARCHITECTURE

Consultants / Engineers

Construction Manager
Chasco Constructors
Round Rock, TX

Executive Support
Chuck Glace, President
Charles King, Vice President & CFO
Craig Hunter, CPA Controller

Pre-Construction Team

Manager of Pre-Construction Services and Building Estimator
Scott Badgett

Civil Estimator
Rick Risener

- Estimates
- Budget
- Schedule
- Value Management
- Staging / Logistics
- Identify / Purchase Long-lead Items
- Pre-qualify Subcontractors
- Evaluate Constructability Issues

Construction Team
Project Manager
Bill Bambrick
Project Superintendent
Mark Lee
Safety Director
Jonathan Escalante

Subcontractors / Suppliers

- Site Management
- Schedule
- Cost Control
- Safety
- Punch List

CHASCO CONSTRUCTORS

1.7 STATEMENT OF QUALIFICATIONS

1.7.3 Section three: Provide information regarding the Project Manager's Experience/Qualifications with similar projects highlighting experience with construction manager at risk projects.

With more than 45 years as a construction professional, our proposed Project Manager, Bill Bambrick will bring to this project his experience as the CM-at-Risk Project Manager for many CMAR projects:

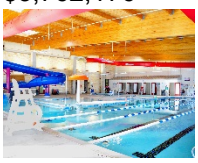
Williamson County Georgetown Annex
$14,742,915

Celebration Church in Georgetown
$20,262,624

Georgetown Recreation Center
$11,448,005

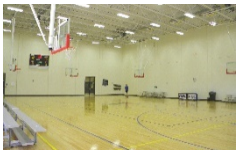
Twin Lakes YMCA, Cedar Park
$4,302,867

Twin Lakes YMCA Teen Center & Natatorium
$3,762,176



Chasco Family YMCA Natatorium
$5,269,358

Chasco Family YMCA Gymnasium
$1,407,669



Hutto Family YMCAA
$5,881,653

Lexus of Lakeway
$21,283,209

Lexus of Austin
$5,730,779

Victory Austin Church
$6,022,558

Please refer to Bill Bambrick's resume´ in **Appendix A** for more information on the projects.

1.7 STATEMENT OF QUALIFICATIONS

1.7.4 Section four: Provide information regarding the individuals on project teams experience with similar projects highlighting experience with construction manager at risk projects.

Chasco's proposed project team for the project is as follows:

- Scott Badgett – Vice President, Estimating and Preconstruction Services
- Rick Risener – Chief Estimator, Civil and Structural
- Bill Bambrick – Vice President, Sr. Project Manager
- Mark Lee – Project Superintendent
- Jonathon Escalante – Safety Director

Chasco's proposed support team for the project includes:

- Chuck Glace – President
- Charles King – Vice President & CFO
- Crag Hunter, CPA – Controller

Our proposed team has many years of experience with projects similar to the Williamson County Headquarters including many complex Construction Manager-at Risk projects. With more than 45 years as a construction professional, our proposed Project Manager, Bill Bambrick will bring to this project his experience as the CM-at-Risk Project Manager for the Williamson County Georgetown Annex, Celebration Church in Georgetown, the Georgetown Recreation Center, five of the YMCA facilities in Williamson County, Lexus of Lakeway as well as other CM-at-Risk projects in Central Texas.

Serving as Project Superintendent will be Mark Lee who was teamed with Mr. Bambrick on The Williamson County Georgetown Annex, Celebration Church in Georgetown, Lexus of Lakeway as well as numerous other auto dealership projects. His primary responsibilities will be overall site management, subcontractor management, management of Chasco self-performed work, field scheduling, quality control, and safety.

Scott Badgett, our estimator and manager of pre-construction services has over 45 years of estimating, project management and pre-construction experience in the central Texas market and has helped guide literally hundreds of projects from inception through successful final completion in his career. Examples of recent CM-at-Risk projects include the Williamson County Georgetown Annex, the Williamson County Expo Various Projects, the Williamson County Precinct One Annex and EMS Facility, the Texas A&M Health Science Center, The Georgetown Recreation Center, Round Rock Sports Center and all the YMCA of Williamson County building projects during the past 21 years.

Rick Risener, is a talented and experienced estimator, focusing on civil construction, site work, utilities and concrete. He is a tremendous asset to Chasco's CM-at-Risk program, allowing us to prepare accurate and detailed civil and concrete budgets and value management reviews in-house, without having to rely on subcontractors for those major budget components during the pre-construction phase of a project.

Assisting our project team will be Chuck Glace, president of Chasco, Charles King, vice president and CFO, Craig Hunter, CPA and our full time Safety Director, Jonathon Escalante.

Please refer to **Appendix A** for resume´s on each team member.

1.7 STATEMENT OF QUALIFICATIONS

1.7.5 Section five: Provide information regarding the firm's demonstrated technical and management competence as a construction manager at risk on projects of similar size and complexity in Texas.

The best illustration of Chasco's **demonstrated** technical and management competence as a construction manager at risk are the comments we have received from owners, architects and engineers that we have worked with on CM-at-Risk projects of similar size and complexity. Just a few of these are:

Barbara L. Garrett, LEED AP – Owner's Representative – Celebration Church, Georgetown, TX
(Celebration Church on the Hill - $20,262,625 and Victory Austin Church - $6,022,558)

"During my 37 years in the industry, I can honestly say Chasco is one of the finest Construction Management partners I've had the pleasure of working with. Your integrity, honesty, and transparency, in addition to the obvious construction experience are what make Chasco special."

Nancy E. Dickey, MD - President, Texas A&M Heath Center Vice Chancellor for Health Affairs, Texas A&M System
(Texas A&M Health Science Center – Round Rock - $43,016,796)

" Words cannot express how much I appreciate all that you did to make the Round Rock project come to fruition. You and your team stepped up to make possible what seemed an insurmountable task. We are simply delighted with the process and the final product...a building that exceeds all expectations."

Terry Jones – Support Services Construction Manager, City of Georgetown, TX
(Georgetown Recreation Center - $11,448,005)

"Chasco is the most organized, professionally staffed, intuitive and accommodating construction company I have ever had the pleasure of dealing with."

Jane Stansfeld, FAIA – J. Stansfeld & Associates, Architects
(Redeemer Presbyterian Church Classrooms and Multipurpose Building - $5,866,596)

"I am happy to report that, for me, in all my over thirty years in this business, this has been the best construction project bar none. I especially appreciate the partnering approach, general attitude and on-site harmony generated by Chasco. So, a big thank you goes to the whole impressive Chasco team."

Marti Walsh - Director of Project Management, Texas Facilities Commission
(DPS Emergency Vehicles Operations Course and Support Facilities - $27,275,898)

"It has been a great pleasure to work with Chasco Constructors on the Emergency Vehicle Operations Course and Vehicle Maintenance Facility project. This has truly been an exceptional project from beginning to end. In the many years of my construction experience, I don't remember a more rewarding project."

Brian Stillman - Round Rock Sports Center
(City of Round Rock - New Sports Complex - $15,149,943)

"From pre-construction, through construction, and now in post-construction warranty work the Chasco team has been a valuable partner for the City of Round Rock and the Round Rock Sports Center. Their attention to detail and willingness to make necessary changes 'on-the-fly' was one of the main reasons why we, in our opinion, have one of the best facilities of our kind in the nation."

In addition, Chasco has earned 19 Outstanding Construction Awards from the Austin Chapter of the Associated General Contractors from1991 through 2021, including three of the above listed projects.

1.7 STATEMENT OF QUALIFICATIONS

1.7.6 Section six: 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.

In the last ten years, Chasco has completed over $350,000,000.00 of buildings in Central Texas that were constructed utilizing either negotiated agreements or construction management at risk. Ten (10) of these projects are:

- Williamson County Georgetown Annex - $14,742,915.00
- Celebration Church on the Hill, Georgetown - $20,262,625.00
- TSD Administration / Welcome Center and Early Learning Center - $13,612,282.00
- Hill Country Christian School Multi-Purpose Athletic Center - $6,208,549
- Hill Country Bible Church Steiner Ranch - $6,579,478.00
- Lexus of Lakeway - $21,293,209.00
- Round Rock Public Safety Training Center - $25,544,123.00
- Texas A&M Health Science Center – Round Rock - $43,016,796.00
- City of Round Rock - New Sports Complex - $15,149,943.00
- Williamson County Precinct 1 Annex - $6,269,580.00

Project profiles with the requested information on the listed projects are attached.

In addition to our skills and experience in managing CM-at-Risk projects, Chasco offers the added benefit of being a true constructor. We are not just a construction broker. We have the capability to self-perform demolition, excavation, site work and utilities as well as all site and structural concrete activities. We maintain a full-time work force of over 300 trained personnel and a substantial fleet of state-of-the-art earth moving and concrete construction equipment. The experience and resources Chasco can offer along with the flexibility to effectively manage and schedule those resources would substantially benefit Williamson County on this project.

The Williamson County Headquarters is an ideal project for Chasco to excel at because of the quantity of potential self-perform work. Chasco will seek to self-perform the site work, utilities, and concrete work on this project. We will submit our proposal(s) for any work to be self-performed in the same manner as all other subcontractors, in accordance with the appropriate Texas Government Codes and Williamson County purchasing requirements (Chasco will submit our proposals 24 hours in advance of the due date and time for other subcontractors). Refer to an outline of Chasco's Self-Perform Capabilities following the above project profiles

Project Profile

Williamson County Annex

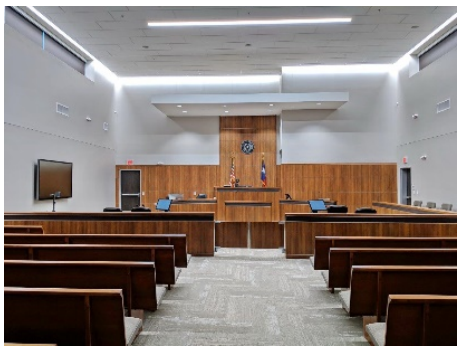
Georgetown, Texas

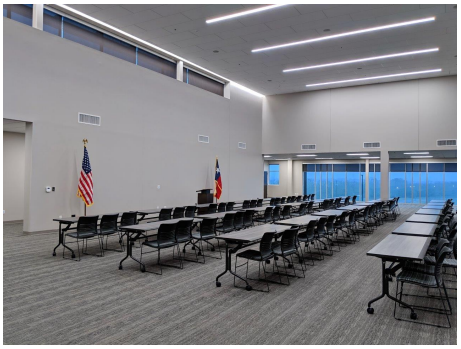
The Wilco Annex is a two story 60,000 SF office building for Williamson County, TX. The facility is located on a campus that includes the Child Advocacy Center, The Juvenile Justice Center, the Williamson County Emergency Operations Center and the Williamson Co. Animal Shelter.

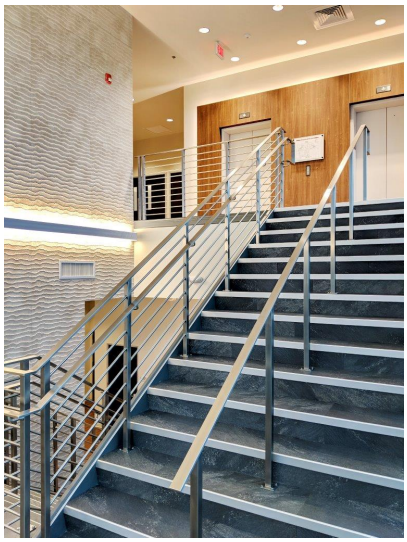
The building site is situated on a sloping site of very fat clay, so the slab was constructed as a structural pan slab with drilled piers with a perimeter grade beam to provide a voided crawl space.

The two-story building is structural steel, and second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials, including dimensional charcoal grey Lueders limestone and deep deck corrugated metal panels with a baked on Kynar finish and a vertical orientation. The low-slope roof is a 60 mil TPO with standing seam metal roofing at various accent locations. There are two machine room-less elevators and the main entry stairway has a decorative stainless-steel railing.

The JP courtroom includes the judge's bench, jury seating, court reporter and witness stands along with full gallery seating. At the rear of the site a separate pavilion was constructed. This includes a large storage room as well as a large covered area for outdoor lunches or breaks during nice weather. Chasco self-performed 27% of the project including all site work, utilities and concrete work on this project, which was completed on schedule and under budget.







Owner:
Williamson County
Dale Butler
Facilities Director
(512) 943-1609
dbutler@wilco.org

Architect:
KAH
Keith Hickman
512-255-9690
Keith@kaharchitects.com

Final Budget:
$14,742,915.00

Completion Date:
January 2019

Celebration Church and Education Wing

Georgetown, Texas

Celebration Church and Education Wing is a 90,000 SF building on a 109-acre site on top of a hill at the highest elevation in Williamson County. This location affords a spectacular 360-degree view of southern Williamson County. Chasco Constructors was selected to perform pre-construction phase services beginning at the schematic drawing phase and to assist the Owner in obtaining the best possible value available for their project. Chasco was also chosen to provide CM-at-Risk construction services for the project.

The main spaces of the building are divided into a 26,000 SF sanctuary, a 15,000 SF narthex/concourse and 30,000 SF of classrooms and childcare. The remaining footage is restrooms, offices, production facilities and storage. The childcare wing is divided into 25 different rooms. These rooms include cuddlers, crawlers, walkers and kindergarten through 5th grade. The 15,000 SF narthex/concourse provides plenty of space for church members to congregate and connect before and after church services

The church produces video recordings of their services at the Georgetown campus for re-broadcast to remote campuses located elsewhere in the city. To facilitate this type of production, state of the art audio, visual, and lighting were installed in the sanctuary. Also, as part of Chasco's activities on site, we constructed 39% of the project, including new parking lots, drives, utilities and ponds for storm detention, all site concrete and building concrete. All the work completed at the Celebration Church was subject to thorough value management reviews to maximize the facilities for the Owner. A true partnership with the design team, the Owner and Chasco has resulted in a project that was on budget, on schedule and in all, a great success for the entire project team.

Owner:
Celebration Church
Ms. Barbara L. Garrett, LEED AP
615-394-4977
barb@garrettconsultingservices.com

Architect:
Small Architects
Mr. Thomas Small, AIA / NCARB
405-840-1111x101
thomas@spacedesign.church

Original Budget:
$19,970,254.00

Final Budget:
$20,262,624.00

Completion Date:
January 2017

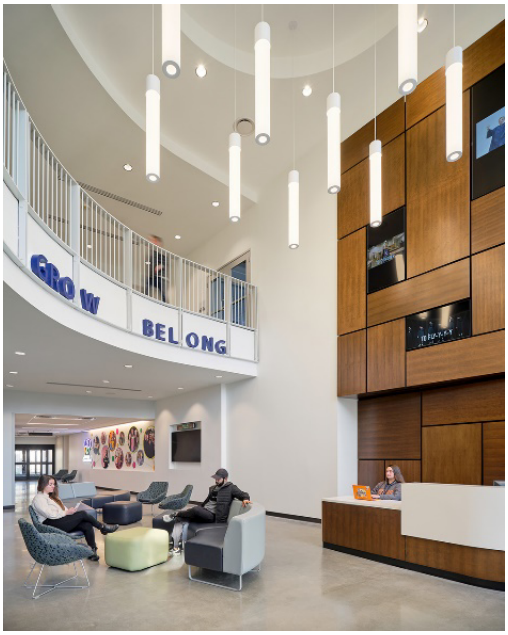
Project Profile

Texas School for the Deaf Administration and Welcome Center and Early Learning Center

Austin, Texas

The Texas School for the Deaf Administration and Welcome Center and Early Learning Center is a 25,000 SF educational and administrative building with conventional structural steel, masonry, stone, aluminum composite panels, curtainwall and TPO roof with all interior finishes and associated site work, utilities, and landscaping located on the Texas School for the Deaf Campus in Austin, Texas.

Chasco Constructors was selected to perform pre-construction services beginning at the schematic drawing phase and to assist the Owner in obtaining the best possible value available for their project as well as CM-at-Risk construction phase services for the project. Chasco self-performed 30% of the project including all site work, utilities, and concrete construction. The new building was designed to adhere to DeafSpace principles – a set of design concepts that recognize the unique human experience of deafness and encourage community building, personal safety, communication, and occupant well-being with a focus on the Deaf community. The Welcome Center and Early Learning Center design balances the different functional needs of public and educational spaces within one structure via skillful handling of the building massing to clearly denote the formal entry to the administrative areas separately from the semi-private entry to the classrooms.



Owner:
Texas School for the Deaf
Justin Wedel, MBA, ECFP, CTCM
Chief Financial Officer
512-462-5351
justin.wedel@tsd.state.tx.us

Architect:
McKinney York Architects
Al York, FAIA, RID
512-970-6405
ayork@mckinneyyork.com

Original Budget:
$13,612,282.00

Final cost:
$13,612,282.00

Completion Date:
December 2021

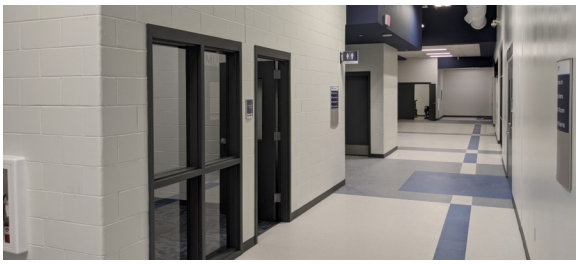
Project Profile

Hill Country Christian School – MAC

Austin, Texas

The Hill Country Christian School MAC (Multi-purpose Athletic Center) is Phase 1 of a planned multi-phased school expansion. The building is a 22,183 SF Athletic Center with conventional structural steel & concrete tilt wall construction, masonry, stone, and TPO roof with all interior finishes and associated site work, utilities, and landscaping located in Cedar Park, Texas.

Chasco Constructors was selected to perform pre-construction services beginning at the schematic drawing phase and to assist the Owner in obtaining the best possible value available for their project as well as CM-at-Risk construction phase services for the project. Chasco self-performed performed 30 percent of the project, including utilities, concrete, and tilt wall construction. This new facility includes a 94-foot competition basketball court, two practice courts, locker rooms with showers, weight room, offices, gathering areas and a concession area. The gymnasium doubles as a meeting space and includes state of the art audio, and visual systems.



Owner:
Hill Country Christian School
Matt Donnowitz
Head of School
512-331-7036
mdonnowitz@hccsa.org

Architect:
Fields & Associates Architects
Chuck Fields, AIA
512-917-1636
cfields@fields-arch.com

Original Budget:
$6,208,549.00

Final cost:
$6,206,988.11

Completion Date:
July 2020

Hill Country Bible Church Steiner Ranch – Education Building

Austin, Texas

The Hill Country Bible Church Steiner Ranch Education Building is a 24,446 SF building constructed in the hill country west of Austin. The education building is phase one of a new church campus for this fast-growing church community. Chasco Constructors was selected to perform pre-construction phase services beginning at the schematic drawing phase and to assist the Owner in obtaining the best possible value available for their project as well as CM-at-Risk construction phase services for the project. Chasco self-performed 34% of the project, including all sitework, utilities, concrete and tilt wall construction. Being situated in the environmentally sensitive Lake Travis Watershed, an endangered species habitat and within the City of Austin ETJ, the site activities were carried out in phases and with all measures required to maintain the environment, the local neighborhood requirements and all City of Austin regulations. The building is a one-story steel framed structure with a tilt wall exterior, steel stud interior framing and TPO roof. Interior finishes consist of polished concrete carpet tiled floors Painted sheetrock partitions with wood trimmed accents and acoustical wall panels. The school's multi-purpose auditorium doubles as the church's worship space until the phase two sanctuary is constructed. State of the art audio, visual, and lighting are installed throughout the facility.

The HCBC Steiner Ranch Education Building is the second school project Chasco has constructed for Hill Country Bible Church. We also built the 115,000 SF three-story education wing for the main HCBC campus in Cedar Park, TX. A true partnership with the design team, the Owner and Chasco has resulted in a project that was on budget, on schedule and in all, a great success for the entire project team.

Owner:
HCBC – Steiner Ranch
Doug James, Pastor
512-468-0346
djames@hcbc.com

Architect:
HH Architects
Gary Kirchoff, AIA
972-404-1034
gkirchoff@hharchitects.com

Original Budget:
$6,579,478.00

Final Budget:
$6,579,478.00

Completion Date:
August 2019

Project Profile

Lexus of Lakeway

The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building with Chasco self-performed 35% of the project including all the associated site work, utilities, site and structural concrete.

Very high-end finishes were used throughout the interior and exterior of the project. On the interior “Blueprint matched” walnut veneer panels, porcelain floor tile, suspended Gordon ceilings, glass & stainless Viva railings and Lueders stone columns were used to stunning effect. On the exterior of the building the same Lueders stone veneer was used extensively. The building roof was charcoal grey Berridge standing seam.

The site was heavily landscaped with trees, shrubs, flowers and sod. This required a watering schedule that exceeded the watering restrictions imposed by the local water district. The solution was to drill two 800’ deep water wells and provided a 12,000 gallon above ground storage tank. This provided the owner with the ability to adequately water the site without having to purchase potable water from the water district or fall under any watering restrictions.

The carwash/make ready building was added to the project by change order several months after the original project had begun. This 11,000 SF building is separate from the main building. It was added later in the project as it was not completely designed or permitted when the main project began. Even with this late addition the carwash/make ready building was completed within the original project schedule timeline of 14 months.

Extreme weather during the last two months of construction presented an especially difficult challenge to the schedule. Twenty-seven days of rainfall followed by a flood event caused extensive damage to the lower level of the building as well as to the overall site. Despite this setback the project was turned over to the owner one week ahead of the original completion milestone.

Owner:
John Roberts Austin I, LP
Steven Walker
Phone # 512-970-6760
Steven_walker@me.com

Architect:
Castles Design
John Siemer, AIA
Phone # 713-664-7974 x 1311
jsiemer@castlesdesigngroup.com

Original Budget:
$19,677,110

Final Cost:
$21,293,209

Completion Date:
June 2015

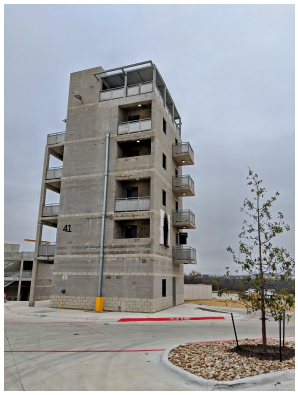
Project Profile

Round Rock Public Safety Training Center

Round Rock, Texas

This $26,000,000.00 project in Round Rock, TX consists of a 65,345 s.f. Police and Fire Administration/Training building with a 17,965 Firing Range, 32,000 s.f. of Police Urban Training Areas, 433,000 s.f. Fire Specialized Training areas and a Driving Skills pad.

The project is located on North Mays adjacent to the existing Police Headquarters in Round Rock, Texas. Chasco performed the project as the CM-at-Risk. The project consists of multiple buildings constructed of structural steel, tilt walls, and masonry with TPO, shingles and metal roofing. Chasco self-performed 31% of the project, including all utilities and all concrete construction. In addition to the firing range in main building, the project also includes numerous custom fabricated fire props to simulate live fire conditions for interior and exterior scenarios.



Owner:
The City of Round Rock
Mr. Chad McDowell
Director of General Services
512-218-5552
cmcdowell@roundrocktexas.gov

Architect:
Brinkley Sargent Architect
Denny Boles, AIA
512-610-4700
dboles@bsw-architects.com

Original GMP:
$25,962,718.00

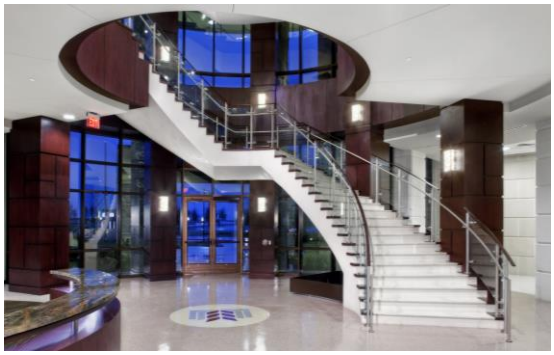
Final Contract Amount:
$25,544,123.19

Completion Date: July 2018

Texas A&M - Health Science Center

Round Rock, Texas

Chasco's scope included pre-construction estimating, value management, and scheduling under a fast track design program. Chasco served as the Construction Manager-at-Risk and also self performed all site work, utilities and site and structural concrete for Phase One of the Texas A&M Health Science Center and Medical School Round Rock Campus. The project includes classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor. The project included over $2,300,000 of high-tech data, communications and audio/visual systems which allow real time simulated medical procedures integrated with lectures to be viewed in multiple lecture halls across the A&M Health Science and medical school system. This state-of-the-art facility is the first phase of A&M's new medical school in Round Rock and went from programming to move-in in only 20 months. Chasco self-performed 27% of the project including all site work, utilities and concrete work. The project earned the 2009 AGC Outstanding Construction Award for buildings in the $30 - $75 million category and was also awarded the Best Overall Project for 2009 in the Austin Business Journal's Best Real Estate Awards Contest.



Owner:
Texas A&M - Health Science Center
Ms. Rayellen Milburn
(979) 436-9204
RMilburn@tamu.edu

Architect:
GSC Architects
Mr. Tom Cornelius, AIA
(512) 433-2547
cornelius@gscarchitects.com

Project Budget:
$42,694,651

Final cost:
$ 43,016,796

Completion Date:
November 2009

Round Rock Sports Center
Round Rock, Texas

The City of Round Rock chose Chasco to perform construction of their first large interior sports center. The project is located just west of I-35, north of West Old Settler's Blvd in Round Rock, TX. Chasco performed the project as the CM-at-Risk and also performed 25% of the project, including the mass excavation, site work, underground wet utilities and all concrete as low bidder.

Rock Sports Center is a 81,795 SF two story concrete tilt-wall structure with the first floor housing the sports court and support spaces. The main sports area spans 192 feet and is 325 feet long. The building construction includes dark exterior stone veneer, Exterior Insulating Finish System and metal panels over the concrete tilt-wall and a TPO roof. The interior finish is an exposed sandblasted finish on the concrete panels and burnished CMU. The upper floor mezzanine houses bleacher platforms with stadium style seating for 672. The lower floor has 584 telescoping bleacher seats. Both the basketball and volleyball sports equipment hangs from the structure and is electrically controlled. The sports floor can house 6 high school basketball courts or 3 NCAA basketball courts or 12 volleyball courts. The main entry is a steel frame and glass enclosed lobby with ticket booth and check in area. The property is 22 acre redevelopment of an old lumber yard. The site has some covered parking, a separate family entertainment center and an outdoor plaza with benches and an informal stage for music.

Owner:
City of Round Rock
Contact: Mr. Chad McDowell
(512) 218-5552
cmcdowell@roundrocktexas.gov

Architect:
Marmon Mok Architecture
Mr. Greg Houston
(210) 223-9492
houston@MarmonMok.com

Original Budget:
$14,527,295

Final Cost:
$15,149,943

Completion Date:
December 2013

Williamson County Precinct 1 Annex & EMS/Sheriff Building Round Rock, Texas

The Williamson County Precinct 1 Annex Building houses the Precinct 1 offices for the Commissioner, Justice of the Peace, Tax Collection, Automobile License/Registration and Constable. The EMS/Sheriff Substation Building accommodates around the clock EMS Staff with a double Apparatus Bay for ambulances, as well as, a substation for local Williamson County Sheriff's Department Staff. The Annex Building is 27,660 SF and the EMS Building is 6,470 SF of finished space located in Round Rock, TX.

The project consisted of many different interior finishes including a formal Court Room, professional office space, kitchens/break rooms and dormitory style accommodations for the EMS staff. Exterior finishes consisted of EIFS and stone veneer with metal roofing. The buildings provide modern workspace for all employees utilizing the facilities.

Chasco Constructors was selected as the Construction Manager-at-Risk for this project based on qualifications and price. Chasco worked diligently with Williamson County and the design team to complete this new facility nearly two months ahead of schedule and more than $400,000 under budget. Chasco utilized its proven Construction Management Program to move the project smoothly from pre-construction, into construction and through closeout with a satisfied client and design team. In addition, we performed 23% of the project cost with our own labor and equipment.

Owner:
Williamson County
Dale Butler
Facilities Director
(512) 943-1609
dbutler@wilco.org

Architect:
Moman Architects
Mr. John Moman
(512) 771-0596
john@momandesign.com

Original Budget:
$6,745,126

Final Cost:
$6,269,580

Completion Date:
March 2010

Chasco Self-Perform Capabilities

Site Construction

Chasco has 9 site work and excavation crews and 225 pieces of excavation equipment.

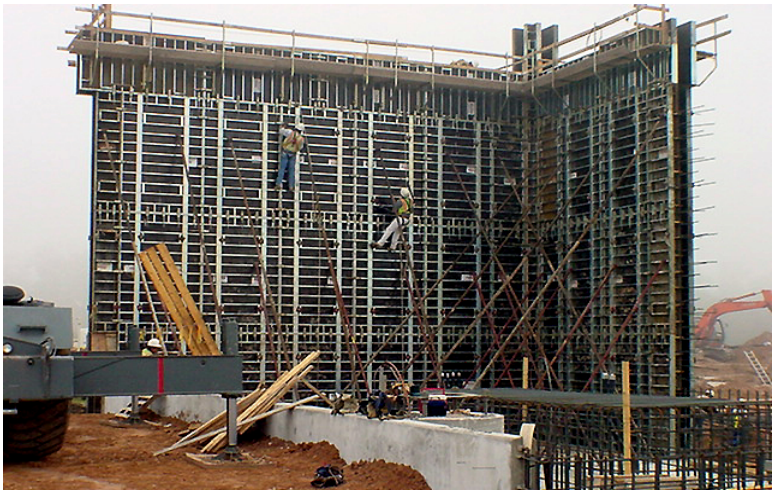
Utility Construction

Chasco has 9 Utility crews.

Concrete Construction

Chasco has 17 Concrete Crews

Chasco began as a concrete contractor in 1979. With one crew and a small amount of equipment, Chasco subcontracted concrete work for various General Contractors. From 1979 until today, with steady growth, Chasco now maintains a number of skilled concrete crews with the associated concrete equipment. While Chasco is well known as a General Contractor, fellow General Contractors continually subcontract us for their concrete work, speaking volumes about our quality and ability to perform. With over 300 field employees, we have the ability to construct projects of any size or complexity ranging from sidewalks to high-rise cast in place structures.



1.7 STATEMENT OF QUALIFICATIONS

1.7.7 Section seven: Provide information regarding the firm's qualification, knowledge and experience with subcontractors in and around Central Texas.

Chasco has been working in the Central Texas marketplace for over 43 years and has established long-term relationships with numerous area subcontractors. Our estimating and pre-construction services department managers have spent their entire careers in the Central Texas marketplace and are knowledgeable of what subcontractors are available to work on a project of this scope as well as the availability of the subcontractors' workforces in the area. Chasco Constructors has well over 2,000 vendors and subcontractors in our current data base and we write more than $50,000,000.00 in subcontracts and purchase orders annually to predominately local companies.

We engage with our subcontractors early on during the pre-construction and bid management phases as we develop bid packages that are suitable to subcontractor trade capabilities and continue our dialog with post bid scope evaluations and interviews. After subcontracts are executed and the project is underway, we have continuous interaction with subcontractors and vendors regarding submittals, schedules, safety, quality management, manpower, payments and other factors in the form of written communications and other documentation as well as regular scheduled progress meetings, pre-installation meetings and inspections.

Chasco routinely performs as a subcontractor for other general contractors on major building projects in Central Texas. This gives us a unique and valuable insight into the issues important to subcontractors as well as the business practices and management techniques practiced by local subcontractors from a subcontractor's perspective. This experience helps us to prepare scopes of work for the various trades that are the most efficient and cost effective for a given project and enables us to interact and communicate with our subcontractors more effectively and productively than other general contractors. Chasco has an excellent reputation for having a fair and reasonable subcontract agreement and for timely payment practices.

Chasco's thorough and effective subcontractor management process along with the experience and relationships we have with the subcontractors in Central Texas will be a tangible benefit to the Williamson County Headquarters project.

1.7 STATEMENT OF QUALIFICATIONS

1.7.8 Section eight: Provide information regarding the firm's history of completing projects on time and within budget.

On-Time Completion

Chasco Constructors has an outstanding track record for completing projects on or ahead of schedule. Our firm has never been assessed liquidated damages or any other type of penalty for late completion of a project.

Many of our projects have been completed ahead of schedule:

- The Williamson County Precinct 1 Annex & EMS/Sheriff Building, which was completed two months ahead of schedule
- The Round Rock Fire Station No. 7 which finished two months early
- The Lexus dealership of Austin which earned Chasco an early completion bonus.

Budget Management

Chasco has an established and proven process for generating accurate initial estimates at the onset of the pre-construction/design phase of a project and then assisting the design team and the Owner in adhering to the budgets and cost estimates as the project develops through the **Design Phase**, through **Bid Management** to establish the **GMP** and during the **Construction Phase** to control costs in the field.

Budget management and accurate cost estimating are integral to Chasco's project management system and key factors in the many successful projects we have completed as a Construction Manager-at-Risk. Representative examples of Chasco's ability to successfully establish and maintain project budgets from initial budget verification through completion of construction is illustrated with the following table:

	Initial Budget Estimate	Original GMP Contract	Contract at Completion
Wilco Georgetown Annex	$ 15,489,002	$ 14,919,081	$ 14,742,915
RR Public Safety Training Center	$ 29,123,983	$ 25,962,718	$ 25,544,123
RRISD Westside Transportation	$ 7,502,779	$ 6,834,182	$ 6,720,690
Round Rock Sports Center	$ 16,321,273	$ 14,527,295	$ 15,149,702 *
Wilco Precinct 1 Annex and EMS	$ 7,891,279	$ 6,745,126	$ 6,269,580
A&M Health Science Center	$ 42,272,816	$ 42,301,744	$ 43,016,796 **
Georgetown Recreation Center	$ 11,755,238	$ 11,757,640	$ 11,457,640

* Includes $650,000.00 in Owner requested upgrades

** Includes $750,000 .00 in Owner requested upgrades

Prior to Owner requested upgrades, all the listed projects were completed below the Original GMP contract amounts and also below the original initial budgets prepared by Chasco.

1.7 STATEMENT OF QUALIFICATIONS

1.7.9 Section nine: Provide information regarding your understanding of the project.

Chasco's CMAR team understands the Project to consist of a new approximately 144,503 sf four-story building located at the corner of SE Inner Loop and Southwestern Blvd. in Georgetown, TX. The budget for the Project is $35,000,000.00. Expected construction duration is 550 calendar days with a desired completion of no later than December 2024. It may be possible to start civil and site work as early as June 2023 and 100% Construction Documents are proposed to be completed by September 2023.

The facility will serve as the new headquarters building for core County leadership and administrative functions. The Project includes all utilities, drainage, parking, roadways, structures, landscaping, and walkways necessary for building occupancy.

The Construction Manager-at-Risk responsibilities include, but are not limited to, the guaranteed maximum price estimate, the Project construction schedule, coordination of building trades on site, quality assurance, overall construction sequencing, and the acceptance of all structures by the County.

While design is still underway, we anticipate that the project will likely have a typical office building type of construction with either a slab on grade or suspended first floor slab (depending on the geotechnical evaluation of soils at the site) and a structural steel frame with concrete slabs on composite metal deck for floors two through four. The roof structure will be steel framed with metal deck, rigid insulation and either a TPO single ply roof or modified bitumen roof. We anticipate the exterior wall system to be mostly glass with some masonry. Interior partitions will be drywall and metal studs with varying wall finishes, comprised of durable materials consistent with a public facility and for the intended use of the various building occupants. Mechanical systems could be either a more traditional DX VAV (Direct Exchange Variable Air Volume) system with roof mounted equipment, or possibly a VRV (Variable Refrigerant Volume) system. It is possible that a Chilled Water mechanical system may be economical for a building of this size, but all the various mechanical systems should be reviewed for initial cost and operational cost considerations. Electrical and Special Systems will be likely be straightforward, with LED lighting and probable inclusion of a backup generator system, EV charging stations and options on data and cabling systems.

During the pre-construction period, Chasco, in a team effort with the Design Team and Owner, will review all fixed building systems and operating systems as part of our Value Management and Constructability review tasks to optimize all structural, architectural, mechanical and electrical components of the project to result in the maximum value for Williamson County.

Post Construction Support is as important as the Pre-Construction and Construction phase services. Chasco has an effective Warranty Management process to productively support the Owner throughout the warranty period to make sure that all issues are documented and tracked, followed up with, and resolved in an expedient and efficient manner.

Chasco Constructors served as the Construction Manager-at-Risk for the Williamson County Georgetown Annex and Precinct One Annex and EMS Facility in Round Rock. Having completed this facility ahead of schedule and under budget, we are familiar with the requirements of this type of facility and the necessary professional services required to construct an exceptional and successful project. We have worked with Marmon Mok Architecture, serving as the Construction Manager-at-Risk on the Round Rock Sports Facility and had an excellent relationship with them throughout the project.

Since the Williamson County Headquarters is to be delivered via the CMAR (Construction Manager-at-Risk) delivery method, Chasco will provide comprehensive Pre-Construction and Bid Management services in accordance with the Services outlined in Section 1.2.4 of the RFP.

R E S U M É

CHASCO CONSTRUCTORS

Bill Bambrick
VP & Senior Project Manager

Education

Drake University 1976

University of Houston 1977

Austin Community College 1987

Work History and Background

Bill has over 45 years in the construction industry spending the last 34 years with Chasco Constructors. As Vice President and Senior Project Manager Bill has extensive experience in all areas of construction including commercial and industrial buildings, Class A office, site work, utilities, bridges, roads & heavy/highway and airport work. He is very experienced with alternative delivery methods including CMR and Design/Build.

Project Experience

- The Wilco Annex is a two story 60,000 SF office building for Williamson County, TX. The building is situated on a sloping site of very fat clay, so the slab was constructed as a structural pan slab with drilled piers with a perimeter grade beam to provide a voided crawl space. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. There are two machine room-less elevators. The JP courtroom includes the judge's bench, jury seating, court reporter and witness stand along with full gallery seating. Included in the building are many areas that required high security with a wide assortment of protection, identification, surveillance and detection devices to ensure the safety of County employees and visitors. Chasco self-performed all site work, utilities and concrete work and the project was completed on schedule and under budget.

- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large childcare wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a bookstore and the "Blend", a "bistro style" coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,600 guests and incorporates a state-of-the-art audio/visual system. The project had a 13-month schedule, but was completed early, in 12 months, despite having over 40 rain days.

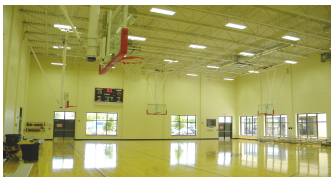
- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The $21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.

R E S U M É (continued)

Bill Bambrick, VP & Senior Project Manager

- Chasco Family YMCA, Round Rock: 18,160 sf masonry and structural steel facility including an eight-lane junior Olympic indoor pool, therapy pool, hot tub, lazy river, vortex pool, water slide, splash pad, sauna, locker rooms with showers, family changing rooms and a 2,800-sf operable skylight. The project included demolition of a portion of the existing building while the remaining facility was operational.

- Georgetown Recreation Center, Georgetown, TX: 67,952 SF of new construction and renovation to the exiting occupied and fully operational Rec. Center. Scope of work included a gymnasium, multi-purpose & meeting rooms, elevated track, indoor & outdoor pools with water features, restroom & shower facilities, site utilities, detention pond and concrete construction. CM-at-Risk delivery.



- Round Rock YMCA Gymnasium, Round Rock, TX: A 7,437 sf masonry and structural steel facility including full court and half court basketball goals, volleyball court and elevator. Total estimated project cost is $1.2 Million. CM-at-Risk delivery.

- Twin Lakes YMCA, Cedar Park: A 36,400 sf tilt wall and structural steel facility including a gymnasium, work out facilities, locker rooms with showers, daycare, administrative offices and meeting rooms. The project also included an outdoor “fun pool” with many water features and a pool house. Parking facilities for the YMCA were simultaneously constructed under a separate contract with Williamson County. Combined project cost was $5.3 Million. CM-at-Risk delivery.

- Hutto Family YMCA, Hutto, Texas: Chasco Constructors was the Construction Manager for the construction of the 30,000 sf Hutto Family YMCA facility in Hutto, Texas. The project consists of a natatorium, locker rooms, work out and aerobics areas as well as offices. Chasco provided a complete pre-construction program for this project to assist the YMCA and the City of Hutto with budgeting and constructability management in order to maximize the City’s budget while allowing the project to achieve all of the original programming goals for both the City and the YMCA.

References

Mr. Jeff Andresen, CEO
YMCA of Greater Williamson County
512-801-7736

Ms. Susan McFarland, AIA
Susan McFarland, Architect
512-288-3001

Ms. Barbara Garrett
Garrett Consulting Services
615-394-4977

Tony Prete, PE
Waeltz & Prete, Inc.
512-505-8953

R E S U M É

CHASCO CONSTRUCTORS

Mark Lee
Superintendent

Education

University of Oregon
1981

Work History and Background

Mark has a 37-year record of success overseeing all phases of commercial and residential construction projects. Projects have included churches, restaurants, office buildings and medical facilities. Mark works well with architects, subcontractors, suppliers and building officials to satisfy the expectations of the most discerning clients. He is dedicated to delivering the best in construction quality while adhering to all deadlines, specifications and budgets. Mark has been with Chasco for eight years.

Project Experience

- The Wilco Annex is a two story 64,000 SF office building for Williamson County, TX. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. Chasco self-performed all site work, utilities and concrete work and the project was completed on schedule and under budget.

- Celebration Church is a 90,000 SF Church recently constructed in Georgetown, TX. The project had a 13-month schedule, but was completed early, in 12 months, in spite of having over 36 rain days. 2017 Outstanding Construction Award – Austin Chapter AGC.

- Lexus of Lakeway, Austin, TX - The $21 million project consisted of an 86,000sf main building and an 11,000 SF carwash/make ready building and all the associated site work. 2015 Outstanding Construction Award – Austin Chapter AGC.

References

Jim Kuykendall, Executive Pastor
Celebration Church
(512) 763-3000 x 126

Mr. Steven Walker, Franchise Counselor
True Car
(512) 970-6760

Barbara Garrett, Owner
Garrett Consulting Services
615-394-4977

R E S U M É

CHASCO CONSTRUCTORS

Scott Badgett
Vice President – Building Estimating / Pre-Construction Services

Education

University of Texas
BS, Civil Engineering

Work History and Background

Scott has over 45 years of solid construction management experience in commercial, institutional and industrial projects. His diverse background includes constriction of high security and high-tech facilities, renovation and construction of healthcare facilities, churches, schools, office buildings, manufacturing and retail facilities. Experience includes Design/Build and fast-track projects, cast-in-place frame structures, pre-cast structures and tilt wall buildings. Scott's key responsibility is the coordination and management of the entire process from pre-construction through close-out. Scott has been with Chasco for nineteen years.

Project Experience

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a $42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.

- The Wilco Georgetown Annex is a two story 60,000 SF office building for Williamson County, TX. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.

- Chasco Family YMCA, Round Rock: 18,160 sf masonry and structural steel facility including an eight-lane junior Olympic indoor pool, therapy pool, hot tub, lazy river, vortex pool, water slide, splash pad, sauna, locker rooms with showers, family changing rooms and a 2,800-sf operable skylight. The project included demolition of a portion of the existing building while the remaining facility was operational. Parking facilities for the YMCA were simultaneously constructed under the same contract. CM-at-Risk delivery.

- Williamson County Precinct 1 Annex and EMS Building – construction of 2 buildings with E.I.F.S. and stone veneer with complete interior finish out. Annex building was 27,660 SF and the EMS building was 6,470 SF. Project was completed early and under budget. ($6.3 million CM-at-Risk delivery.

R E S U M É (continued)
Scott Badgett
Vice President – Building Estimating / Pre-Construction Services

- City of Round Rock Sports Center – Round Rock, TX – 80,000 square foot sports center with 6 basketball/12 volleyball courts and 9 multi-purpose rooms with seating for up to 1,700 fans. Chasco self-performed all site work, utilities, site concrete, building concrete and tilt wall panels for this project.

- Georgetown Recreation Center – Georgetown, TX – 67,952 SF of new construction and renovation to the exiting occupied and fully operational Rec. Center. Scope of work included a gymnasium, multi-purpose & meeting rooms, elevated track, indoor & outdoor pools with water features, restroom & shower facilities, site utilities, detention pond and concrete construction. CM-at-Risk delivery.

- Great Oaks Elementary School, Round Rock, Texas – 6.0 million, 70,000 SF elementary school for RRISD. Project included all site development, utilities and detention pond.

- Westwood High School Science Wing Addition, Round Rock, Texas – 5.5 million two-story addition to existing high school. Included pre-cast wall panels to match existing facility. Project was constructed in the middle of the occupied campus with minimal impact to ongoing operations.

- Lampasas Middle School, Lampasas, TX – $6.0 million two-story middle school. Full cafeteria, gymnasiums and all related site facilities.

References

Mr. Bo Spencer, AIA
Spencer-Pierce Architecture, Inc.
512-388-0677

Mr. Dale Butler, Facilities Director
Williamson County, TX
512-943-1609

Mr. Jeff Andresen, President and CEO
YMCA Greater Williamson County
512-615-5530

R É S U M É

CHASCO CONSTRUCTORS

Rick Risener
Chief Civil Estimator

Education

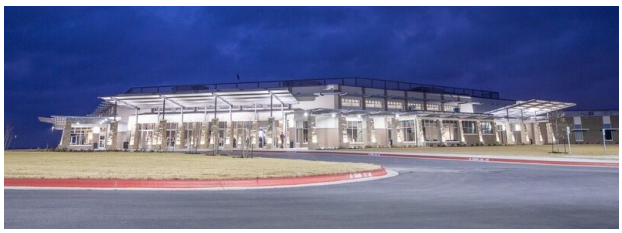
Abilene Christian University

Work History and Background

Rick has over 20 years of experience in residential, commercial, airport, heavy highway and civil construction. Rick has worked on projects that vary from pedestrian, vehicular, and railway bridges, public and private roadways, concrete and earthen dams, public parks and trail systems, subdivision infrastructure, site and pipeline utilities, site grading and site concrete work, single building and strip retail, multi-story office and medical buildings, pre-cast and cast-in-place concrete garages, and custom home building. Rick has been with Chasco for thirteen years.

Project Experience

- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large child care wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a book store and the “Blend”, a “bistro style” coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,600 guests and incorporates a state of the art audio/visual system.

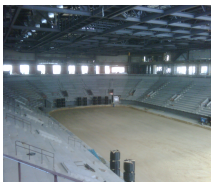


- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The $21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.

- Twin Lakes YMCA Natatorium, Teen Center & Aerobics Room – Owner – The YMCA of Greater Williamson County – CM at Risk contract. This expansion is the second phase of a project initially built in 2004 and made possible by a partnership between Williamson County and the YMCA of Greater Williamson County. This phase added a natatorium, a teen center, an aerobics room and a Cardio Theater. The natatorium houses multiple indoor pools, including a main pool with lap lanes, a splash pad area for small children and a two-story waterslide for the larger kids. Additionally, a warm water therapy pool, a hot tub/spa and a dry sauna were installed for the adults to relax in.

R É S U M É (continued)

Rick Risener
Chief Civil Estimator



- Cedar Park Events Center, Cedar Park, TX – A 100,000 SF Multi-Function Sporting and Events Center. This project included the concrete foundation, upper level concrete slabs, equipment footings and foundations, and approximately 40 acres of site concrete with many areas that required special finishes.

- Barton Creek Section 101 ACFT Treated Effluent Storage Pond, Austin, TX – This project included ten acres of construction within an environmentally sensitive area. A 2,350 LF all weather access road was built to the pond site. 35,000 CY of rock and over burden were excavated. Approximately 8,000 CY of the material was resized through a crushing operation and reused as select fill across the entire pond floor and behind the pond walls. The walls, ranging from 9' to 35' tall, surrounded the entire pond perimeter.

- Samsung T-Star Facility Operations Building, Austin, TX – This project consisted of constructing a new two-story concrete frame office and warehouse building with loading dock at the Samsung Semiconductor site in Austin, TX. Strict background checks and training are required for all Samsung projects.

- ABIA New Employee Parking Lot, Austin, TX – This $7 million + project included construction of 703,800 SF of new parking lots at the existing Austin Bergstrom International Airport consisting of demolition of old Air Force structures, installation of 8" of lime treated subgrade, flex base and asphalt on the entire area, installation of 5 new Bus Shelters and 2 new Bench Canopy structures. Existing underground conditions created challenges on a daily basis.

- Kenney Fort Blvd., Round Rock, TX – In design for over 10 years, this project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock. The project featured three bridges: an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek, and a new railroad bridge for the Union Pacific Railroad. Some of the project challenges involved moving the Union Pacific mainline rail traffic to a shoofly detour. This allowed a new railroad bridge to be built on the mainline. Once the new railroad bridge was completed rail traffic was moved back onto the mainline and the shoofly detour was removed. Excavation then began under two existing bridges on Hwy 79. This was needed to extend the new Kenney Fort Blvd. under the highway and under the new rail bridge. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.

City of Residence: Austin, Texas

References

Mr. Antonio Prete
Waeltz & Prete, Inc.
(512) 505-8953
tony@w-pinc.com

Mr. Troy Jamail
HWA Parking/Strickland-Jamail
(512) 592-3277
troy.jamil@hwaparking.com

Mr. James Heironimus
NXP Semiconductors, Inc.
(512) 933-2104
james.heironimus@nxp.com

R E S U M É

CHASCO CONSTRUCTORS

Jonathan Escalante, CSHO, CHST
Director of Health and Safety

Education

Universidad Valle Del Bravo, Mexico 2005

Work History and Background

Jonathan has over 10 years of Construction Safety Experience including road and building construction. As a Safety Specialist at Chasco, Jonathan has been responsible for updating, implementing and overseeing the company's safety and training program. Since beginning with Chasco, he has made revisions and updates to the Safety Manual, including: a new Accident Prevention Program, a new Substance Abuse Program & improved Accident Investigation procedures. He has also updated the SDS Manual, to merge the new GHS program and implemented a new Virtual Risk Manager Program that uses software for driver training & vehicle loss prevention. Employee training is a major concern at Chasco. Jonathan has created new training programs for new hire safety orientation, traffic control safety awareness, qualified signal & rigging training and general safety awareness for all of Chasco's employees. Due to all of these improvements, Chasco has seen lower Recordable Rates and an overall increase in safety awareness amongst its employees. Jonathan has been with Chasco for all ten years of his construction experience.

Training

CSHO (Certified Safety and Health Official)
500 OSHA Train the Trainers
510 OSH Standards
OSH311 Fall Protection
OSH521 Industrial Hygiene
PRT260 Cranes and Material Handling
OSH301 Excavation, Trenching and Soil Mechanics
CPR/FA Certified Trainer
PRT123 Scaffold Training
Flagger Training (Train the trainer)
OSH755 Accident Investigation
OSH301 Excavation, Trenching and Soil Mechanics

Project Experience

SH 130 - *Lone Star Infrastructure. Hutto, Tx. (10/2005-8/2009)*
Position: Safety Supervisor / HR Assistant **Project Value:** 1.6 Billion USD
Main activities:

- Responsible for day to day environmental health and safety related activity with a specific focus on reducing incident rates and workers comp.
- Develop and implement required Safety Programs and progressive disciplinary actions.

- Develop Safety incentive program
- Implement accident prevention program
- Field Safety Inspections
- Provide monthly reports to the Fluor Corporate Office, including accident investigations, injury summary reports (man-hours included) and project close out-forms.
- Accident investigation / Case manager
- Conduct Mass meetings, Safety talks.
- New Hire Safety Orientation
- Training such as: Fall Protection, Confined Space, Haz-Mat, Traffic Awareness
- Responsible for OSHA compliance and record keeping, Worker's Comp Issues
- Random Drug testing coordinator (DOT and Non-DOT)
- HR New hire orientation
- Minor HR duties such as: Terminations, spreadsheet, employee benefits.
- Coordinate office management and special projects with a high degree of efficiency.
- Manage capital purchases, direct vendor relations, generate and maintain equipment tracking records.

Construcciones del Panuco. Mexico (06/2002-09/2005)
Position: Safety Apprentice
Main activities:

- Protect Health and Safety of the employees as well as the company.
- Follow Safety Standards set by the Social Security Safety Regulation of the Mexican Institute.
- Safety inspections / investigations.
- Medical Case Management
- Safety Training to employees (adapted by OSHA 1926)
- Report all data of incidents / accidents to CEO monthly.

City of Residence: Leander, Texas

References

Mr. Ignacio Guerra
Fluor Daniel Ent.
(210) 273-1774

Brayan Loya
Fluor Daniel Ent.
(512) 769-4339

Larry Connelly
AGC of Austin
(512) 748-1830

R E S U M É

CHASCO CONSTRUCTORS

Charles J. (Chuck) Glace, Jr.
President

Education

Central Michigan University / U.T. Austin

Work History and Background

Chuck has over 30 years of diversified construction experience. He has extensive background in concrete flatwork, structural concrete, tilt-wall, decorative concrete, excavation, and utility work. Chuck has complete responsibility for overall coordination of Chasco's operation. To him, the retention and advancement of individuals speaks directly to Chasco's success. Chuck is a driving force in the organization and training of Chasco's talent in both the office and the field. He provides ongoing leadership to the management team and to the self-perform operations, helping Chasco to provide better control and exceptional service to its customers. Chuck serves on the Board of the YMCA of Round Rock. He is also a board member of the American Concrete Institute, a member of the Construction Specifications Institute, the American Society of Concrete Construction, and the Associated General Contractors of America, and a Board member of The Round Rock Community Foundation.

Project Experience

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a $42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor.

- Kenney Fort Blvd.
  Owner - City of Round Rock, TX – Stipulated Sum/Unit Price contract. This project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock, TX. The project featured three bridges, an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek and a new railroad bridge for the Union Pacific Railroad. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.

R E S U M É (continued)

Charles J. (Chuck) Glace
President

- AMP Packaging Office and Manufacturing Facility, Round Rock, TX – Design/Build Contract for 58,000 SF tiltwall computer manufacturing facility.

- Emergency Vehicles Operations Course –
  Owner - Texas Department of Public Safety – CM-at-Risk contract. Over 1,000,000 SF of concrete skills pads and 6.2 mile asphalt/concrete road track for vehicle skills and training. During construction of the original $23.8 million-dollar project a $3.7 million dollar change order was issued to construct a vehicle maintenance building. The project won the Gold Award for Industrial and Special Paving from the American Concrete Paving Association for 2010. Total project cost was $27.5 Million.

- Tellabs Operations, Round Rock, TX – 48,000 SF tiltwall manufacturing addition to the existing facility.

- Classic Toyota, Round Rock, TX – Construction of a new car sales building, body shop, parking, drives, new car display, and detention / filtration structures.

- Austin VA Hospital / Clinic, Austin, TX – 45,000 SF slab on grade with related site work.

- St. Philips Family Life Center, Round Rock, TX – 11,000 SF church facility, including worship areas, classrooms, elevated altar / stage, commercial food preparation, and childcare.

- Shoal Creek Bridge, Austin, TX – New 2-span bridge over Shoal Creek including channel work and slope protection to flood prone creek.

- Expo Business Park, Austin, TX – Two 124,000 SF concrete tiltwall buildings, including all site development and utility construction.

References

Mr. Mark Remmert
Chief Building Inspector
City of Round Rock
512-218-6600

Mr. Brent Jones, P.E.
Civil Engineer
Randall Jones Engineering
(512) 415-3012

Mr. Chad McDowell
General Services Director
City of Round Rock
(512) 671-2890

R E S U M É

CHASCO CONSTRUCTORS

Charles R. King
CFO, Vice President, Secretary and Treasurer

Education

BBA in Accounting – Lamar University
CPA Certification – Texas Society of CPA's

Work History and Background

Charles has over 40 years experience as an entrepreneurial financial accountant. He began his career with a national accounting firm prior to joining a local CPA firm. As a partner in this firm, he was responsible for a wide array of tax and financial accounting engagements for small businesses and individuals. Subsequently, he spent 15 years as CFO of a multi-location, multi-franchise car dealership conglomerate. In this role he was responsible for the financial, treasury and IT functions.

At Chasco, Charles is responsible for the financial function, as well as strategic planning, tax issues and cash management.

References

Mr. Troy Voelker
McNery & Voelker
512-255-6940

Mr. Jeff Anderson
RSM Austin, CPA's
512-476-0717

R E S U M É

CHASCO CONSTRUCTORS

Craig Hunter, CPA

Controller

Education

BA in Accounting, California State University, Stanislaus, 1985

Work History and Background

Craig has over 30 years of experience in various industries. He has been a Controller at a publishing company, a lodging company, a wholesale/retail company with over 800 locations, a national health food company, where he was a key member of starting the manufacturing subsidiary. He has over 20 years of experience in the construction industry as a Consultant and Controller. He has worked with companies ranging in size from $12 million to well over $100 million. Craig's duties at Chasco include overseeing the Accounting and Human Resources departments. He has been with Chasco for five years.

City of Residence: Austin, Texas

1.8 RESPONDENT'S SERVICES FOR THIS PROJECT

1.8.1 Provide a detailed list of all Preconstruction Services, Construction Phase Services and General Conditions you will provide to the Owner and the Architect/Engineer (A/E) on this Project.

As a minimum, Chasco will provide the following basic services:

Pre-construction
- Review in-progress design and construction documents
- Assist Architect with development of budget estimate
- Assist Architect with bid process and evaluating bids
- Prepare for temporary facilities
- Establish guidelines for services shared between contractors
- Obtain permits for construction
- Assist Architect with completion of construction documents
- Evaluate materials and equipment recommended for the Project

Administration
- Provide on-site job trailer, temporary fencing, temporary utilities, and other services as appropriate
- Schedule, conduct, and report with the Architect on weekly meetings with contractors
- Require safety programs and certificates of insurance from contractors
- Monitor and supervise safety programs of contractors verily compliance with laws and regulations
- Review all shop drawings and submittals from all contractors
- Keep records of all documents at the job site, including red line changes
- Organize, run, and keep minutes of all meetings with contractors

Construction Scheduling
- Complete anticipated Project schedule
- Review Owner's anticipated opening date and supervise construction schedule
- Sequence schedule to support contract documents and approved Project Schedule and recommend any necessary corrective actions
- Coordinate and expedite the ordering and delivery of materials, especially those requiring a long lead time
- Revise construction schedule as needed

Construction Cost
- Perform all work required in accordance with the Project Documents
- Complete accounting records of work performed on the Project
- Review all pay requests and process for payment through Architect
- Review and prepare summary application for payment based on the Contractors Certificate of Payment and material vendors' invoicing
- Coordinate change orders verily contractors' estimates as reasonable and accurate, secure Owner's approval before change order work is completed

Construction Administration
- Administer construction contracts prepared by the county
- Monitor performance of contractors
- Coordinate necessary testing services
- Coordinate interpretation of the meaning and intent of drawings and specifications and assist in resolution of questions
- Record progress of Project
- Compile all product data, samples, warranties Owner manuals, red line drawings, keys maintenance stock, extra materials and other information or materials to be provided to Owner
- Verily appropriate training and in-service has been provided by contractors for Owner
- Supervise contractors final testing and start-up of utilities operations systems and equipment
- Coordinate Project completion, punch lists, final payments, and substantial completion with Architect and Owner

Full Time On-Site Supervision

- Experienced Construction Field Superintendent on site daily, every workday, to monitor work and progress of the Project
- Manage contractor performance
- Visual inspections of workmanship and special inspections as needed to verily quality of work, and maintenance to specifications
- Written progress reports to Owner and Architect submitted weekly during contractor meetings
- Arrange for delivery and storage of all material purchased by Owner
- Monitor and enforce Owner construction conditions
- Coordinate contract scheduling, monitor contractor labor force, verily delivery of contractor materials

Disputes and Resolution

- Assist Owner and Architect with review and management of claims
- Mediate conflicts between Contractor and Owner, if necessary
- Mediate conflicts between Architect and Owner, if necessary

Project Close Out

- Observe testing and start-up of utilities and equipment
- Walk through and prepare "punch list" with Owner, Architect and consulting engineers
- Participate in final inspection with Owner and Architect
- Prepare equipment operational manuals and provide preventive maintenance plan
- Supervise completion of punch list items

Project Warranty

- Productively support the owner during the warranty period
- Follow up, track the issue and make sure it is resolved
- Check in with the Owner on a quarterly basis regarding warranty status and any issues
- Participate in the one-year walk through of the project to make sure that all systems and components are functioning as required

Chasco's Construction Management Program further describes our process and methodology of providing Preconstruction Services and Construction Phase Services for the Williamson County Headquarters Project.

Preconstruction Services:

Assist the design team to meet the owner's requirements

- Participate in design reviews with owner and design consultants at all phased submissions. Ensure that communication is interactive among all participants and clearly defined
- Cost to budget alignment. Coordinate closely with the design team from the commencement of design to ensure that the project stays within established budgets while giving maximum value to the owner. Design options shall be coordinated with Chasco's costing of means and methods to ensure least expensive detailing to meet the design intent
- Value management initiatives to offer alternatives for cost/benefit consideration. Major systems of building envelopes, structures, HVAC, roof, fire protection, etc., will be presented and prioritized with respect to their initial, operating, and long-term maintenance costs
- Address environmental issues as well as sustainability issues and processes to ensure that the project incorporates systems, controls and procedures that meet the project's goals and promotes environmental responsibility and the use of sustainable best practices

Cost Control During Design

- Initial budget verification and allocation estimate
- Update cost estimates at each design milestone
- Utilize subcontractor and supplier expertise and input
- Provide detailed scope narratives to define inclusions and clarifications in the initial and updated estimates

Value Management Analysis

- Review and cost analysis of fixed systems (Mechanical systems, building structure, roof, building skin, etc.) for best value
- Review and cost analysis of operating systems (MEP systems, conveying systems, food service, AV systems, etc.) for best value
- Assist the project team in selecting the most appropriate materials and systems for the project
- Address materials recommendations to achieve any LEED certification if required

Team Constructability Reviews of the Documents

- Review project documents at each design milestone
- Inspect documents for gaps, overlaps, omissions and clarity of detail
- Assist the design team in producing the highest quality, best-coordinated documents possible
- Address construction methodologies recommendations to achieve any required LEED certification

Design Phase Scheduling

- The initial schedule developed, and all subsequent updates will include the total project inclusive of all design phase activities, construction of the project, as well as closeout and warranty. Chasco will utilize Microsoft Project® to organize and develop our schedules. The total project schedule gives the project team an overview of the complete project, allowing for updates, reviews and approvals, completion of the design documents, purchasing, construction and owner occupancy.
- Based on input from the architect and design consultants we include time frames for completion of the project documents showing milestone dates for completion, review and approval of civil and site documents, design development phase documents, final construction documents and permitting as well as any time considerations required for LEED certification
- Time frames are identified for preparation, review and approval of cost estimates and for team constructability reviews
- Chasco will develop a bidder's construction schedule and this schedule will be made part of the bidding documents furnished to all prospective subcontractors
- Time frames for developing and issuing bid packages and receipt/review, approval and award of subcontracted work will be identified
- Long lead purchase items will be identified, and recommendations made for release for fabrication

Bid Management

- Develop trade specific bid packages for the work that will be performed by subcontractors that clearly defines the work to be performed by each subcontractor
- Hold pre-bid meetings to educate subcontractors and vendors about all issues concerning the project.
- Analyze subcontractor and vendor proposals for completeness of scope, full responsiveness and price
- Make formal recommendations to award subcontracts and purchase orders
- Prepare the Guaranteed Maximum Price (GMP)

Construction Phase Services:

Construction Phase Cost Control

- Project Cost Reports to track all labor, material, equipment and subcontractor costs for the project by cost code
- Copies of subcontractor pay applications when requested
- Copies of material invoices as required

Construction Phase Scheduling

- A detailed construction phase schedule will be developed utilizing the input of subcontractors and suppliers. Subcontractor and supplier input to the construction schedule improves the accuracy and credibility of the schedule and makes the schedule and subsequent updates a more valuable tool for the entire project team
- Short-term "look-ahead" schedules will be utilized to focus on immediate scheduling goals and requirements. The "look-ahead" schedules are used as a tool in weekly subcontractor meetings and are simplified "plain language" task lists that identify immediate day-by-day outlines of work to be accomplished over a two to three-week period
- The construction phase schedule will be updated on a regular basis so that all project team members are aware and involved with the progress of the project

Construction Phase Quality Control

- **Pre-Task Meetings**

  As a portion of the pre-task meeting agenda, quality standards are reviewed. This final review clearly defines quality requirements. On large scopes of work, the product vendor representative may be required to attend the meeting

- **Daily Quality Reviews**

  Chasco will review the work for quality during daily document compliance inspections. The Subcontractors are reminded that written quality control reports are forwarded to management at both their field and home office

- **LEED Management (if required)**

  During construction, continually monitor all self performed work and subcontracted work to ensure that the required LEED materials, construction methods and documentation are in compliance

- **Independent Testing**

  All procedures, notices, reports, routing and compliance reports are reviewed

- **Mock-Ups**

  Design team members review and schedule the list of tasks that require mock-ups, which are reviewed and approved by Chasco, the design team and owner for use as a quality standard prior to subcontractors starting work

- **Onsite Inspections**

  The full schedule of project inspections is reviewed, outlining responsibilities including punch lists. Subcontractors are required to develop and execute their own punch lists prior to calling for final inspections from Chasco

- **Offsite Inspections**

  Procedures are outlined for inspecting major materials or equipment manufactured offsite. For large and/or complex components, most quality control issues occur prior to the equipment arriving on site inspections must be conducted off site to ensure compliance with project requirements and to avoid schedule delays

- **"On-Going" Punch List**

  The concept of an "on-going" punch list helps Chasco to manage for quality during construction. Our ultimate goal is a "zero punch list" at completion and we strive continuously to achieve this goal

Site Management

- **Site Utilization Plan**

  Chasco will develop a site utilization plan for the overall project and the various phases within the project. The site utilization plan will be developed with input from the owner and will outline phasing of the job, areas of work, access routes, fencing, barricades and other information required to ensure effective and coordinated construction and operations while emphasizing necessary requirements for the safety of all personnel and the general public. All construction procedures shall follow specifications and drawings to ensure safety of pedestrians, vehicular traffic and workers both within the construction site and during offsite construction work for streets, sidewalks and utilities. Chasco has extensive experience using specifications for public right-of-ways within Williamson County including barriers, traffic management plans, security and working hours.

Safety

- Safety is of primary concern at Chasco and that attitude will never be compromised
- Chasco employs a full time Safety Director to implement and enforce our written safety policies
- Develop and implement a site-specific safety program that includes protection of the general public as well as on-site personnel
- Every week, Chasco and each subcontractor will hold a safety meeting
- Chasco Constructors holds a company-wide safety meeting each month
- Chasco supervisory personnel regularly attend first aid and safety training classes and seminars sponsored by the Austin Chapter of the AGC to stay abreast of the latest safety equipment and techniques

Project Close-Out

- Project closeout is as important as other phases of the project
- Commit to achieving an efficient and timely closeout
- Plan for the completion of the project when we start construction
- Personnel training, operation and maintenance manuals and as-built documents to be prepared and turned over to the owner in a timely manner
- The goal of our entire project team is complete and unconditional acceptance of the project and the total satisfaction of our client
- Complete documentation and submission of any LEED requirements and work with LEED commissioning agent to obtain certification

Warranty Management

- Chasco Constructors continues to productively support the owner during the warranty period
- If any warranty issues develop only one call is necessary. Chasco will follow up, track the issue and make sure it is resolved
- Check in with the owner on a quarterly basis regarding warranty status and any issues
- Participate in the one-year walk through of the project to make sure that all systems and components are functioning as required

Reporting Systems

Chasco utilizes a number of management tools and reporting systems to keep the project team informed on all elements of quality, time and cost throughout the construction of the project. Examples are:

Project logs

- Daily Superintendent report
- Submittal logs
- RFI logs
- ASI logs

Schedules

- Updated construction phase schedules
- Look ahead schedules

Weekly project meeting minutes

- Action item status

Monthly project status report

- Executive summary
- Work completed/anticipated
- Recap of document logs
- Project financial status
- Updated schedule
- Project photos

Good business practices, proven management systems, effective communication, accurate and timely written documentation and a “win-win” approach can sum up Chasco Constructor’s project delivery plan for preconstruction and construction phase services and how we will work with Williamson County and the design team to successfully construct the new Williamson County Headquarters .

CONTRACT FOR CONSTRUCTION MANAGER AT-RISK ("CMAR") PROJECT DELIVERY

PROJECT: **Williamson County Headquarters** ("Project")

CONSTRUCTION MANAGER AT-RISK: **Chasco Constructors, Ltd. L.L.P.** ("CMAR")
Charles J. Glace, Jr., President
2801 E. Old Settlers Blvd.
Round Rock, TX 78665

ARCHITECT & ENGINEER: **Marmon Mok, LP acting by and through its general partner Marmon Mok Management Group, LLC** ("A/E")
Briant A. Harkiewicz, AIA, LEED AP, Partner
1020 NE Loop 410, Suite 201
San Antonio, TX 78209

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

THIS CONTRACT FOR CONSTRUCTION MANAGEMENT AT-RISK PROJECT DELIVERY ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (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 of a new headquarters building to house and facilitate core County leadership and administrative functions** (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.

[Remainder of page intentionally left blank]

ARTICLE 4
COMPENSATION FOR PRECONSTRUCTION PHASE SERVICES

4.1 Compensation.

4.1.1
County shall pay CMAR the lump sum amount of **Thirty-Five Thousand dollars ($35,000)** 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:	**30%** of Preconstruction Services Fee
Final Comments and 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 **Eight and Ninety-Two hundredths percent (8.92 %)** 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 Method of adjustment of CMAR's Fee for changes in the Work:
CMAR's Fee adjustment shall be equal to **Eight and Ninety-Two hundredths percent (8.92 %)** of the Cost of the Work 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, this condition does not apply.

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:

Chasco Constructors, Ltd. L.L.P.
Charles J. Glace, Jr., President
2801 E. Old Settlers Blvd.
Round Rock, TX 78665

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

CMAR's project execution and leadership team is as follows:

Project Manager: **Bill Bambrick**
Project Superintendent: **Mark Lee**

The Project Manager and Superintendent shall be assigned full-time to delivery of the Project upon commencement of the construction phase. County shall have the right to terminate the contract, with no penalty to County, if these individuals are removed from their assignments.

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: Chasco Constructors, Ltd., L.L.P.
2801 E. Old Settlers Blvd.
Round Rock, TX 78665

Attention: Charles J. Glace, Jr.
President

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

ARTICLE 11
DISPUTE RESOLUTION

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 **Seven Hundred Fifty Dollars ($750) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which CMAR has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

.2 County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due CMAR under this Contract. Any liquidated damages not so deducted from any unpaid amounts due CMAR shall be payable by CMAR to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

.3 Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from CMAR all of County's actual damages in connection with the failure by CMAR to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 14
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

14.1
This Contract represents the entire and integrated agreement between County and CMAR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and CMAR.

14.2
The following documents comprise the Contract Documents:

1. This Contract between County and CMAR;
2. Exhibit A – Guaranteed Maximum Price Proposal, if executed by County
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

14.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

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:
Chasco Constructors, Ltd. L.L.P.,
acting by and through its General Partner
Chasco Contracting GP, LLC

By: _____
Signature

Charles J. Glace, Jr.
Printed Name

President
Title

Date Signed: 11/17/22

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

GUARANTEED MAXIMUM PRICE PROPOSAL

Chasco Constructors, Ltd. L.L.P ("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 **11/22/2022** ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for the construction of **Williamson County Headquarters**, ("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:

_____ Dollars ($ _____)

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

_____ Dollars ($ _____)

Total GMP.
The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing the Project complete, in place, and operational in accordance with the Contract Documents. All attached breakdowns shall total this GMP amount.

_____ Dollars ($ _____)

CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

Contract Time.
The date for achieving Substantial Completion of the Project shall be **_____ ( ) 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 **Seven Hundred Fifty Dollars ($ 750) 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:

_____ Dollars ($ _____)

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

CMAR:
Chasco Constructors, Ltd. L.L.P.,
acting by and through its General Partner
Chasco Contracting GP, LLC

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

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

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ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

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

1.1.2 CONTRACT

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

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2
OWNER

2.1 GENERAL

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

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

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

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

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

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

ARTICLE 3
CONTRACTOR

3.1 GENERAL

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

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

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

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

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

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

3.4 LABOR AND MATERIALS

3.4.1

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

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

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

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

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

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

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

4.2 ADMINISTRATION OF THE CONTRACT

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

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

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

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY

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

Williamson County 22RFP148 10.20.2022 **Evaluation Criteria**	**Max Points**	**Adolfson & Peterson Construction**	**Byrne Construction Services**	**Chasco Constructors**	**Hoar Construction**	**J.T. Vaughn Construction, LLC**	**SpawGlass Contractors, INC**	**Trimbult Contractors, INC**
Respondents CMAR Experience with Similar Projects and Size	**25**	25	21	25	23	25	24	20
Project Manager Experience	**20**	18	17	20	18	19	17	15
Project Superintendent Experience	**20**	17	17	20	18	20	18	15
Post Construction/Warranty Assurance	**10**	10	10	10	10	10	10	10
Past Performance with Government Agencies	**15**	15	15	15	15	15	15	15
Proposed Amount		12.75%	9.10%	8.92%	11.11%	10.61%	13.75%	5.00%
Cost- Respondents construction and management fees	**10**	3.9	5.5	5.6	4.5	4.7	3.6	10.0
Total	**100**	88.9	85.5	95.6	88.5	93.7	87.6	85.0

Commissioners Court - Regular Session **36.**

Meeting Date: 12/13/2022

Approval of Award of IFB #23IFB12 CR 245 Reconstruction for HNTB

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #23IFB12 CR 245 Reconstruction to the lowest and best bidder, Joe Bland Construction, L.P., in the amount of $6,969,195.21 and authorizing the execution of the agreement. Funding Source is P353.

Background

Williamson County sent out over five thousand (5,000) notifications with eighty-three (83) document takers and seven (7) submitting bids. The bids have been reviewed and the apparent low bidder, Joe Bland Construction, L.P., was found to be responsive, and materially balanced. Their lowest bid of $6,969,195.21 was 5.5% over the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 8.3% of each other. In addition to meeting the bid qualifications subject to being low bidder, Joe Bland Construction, L.P., has completed previous projects for Williamson County. Based on the quality of work performed and favorable working relationship with the County and its representatives, it is recommended to award the CR 245 Reconstruction IFB #23IFB12 contract to Joe Bland Construction, L.P. Funding Source is P353. Point of contact is Randy Ehresman.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/08/2022 10:21 AM
County Judge Exec Asst.	Becky Pruitt	12/08/2022 10:22 AM
Form Started By: Gretchen Glenn		Started On: 12/06/2022 04:47 PM
Final Approval Date: 12/08/2022		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

December 6, 2022

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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 245 Reconstruction
Williamson County Project No. 23IFB12
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bidder (Joe Bland Construction, L.P.) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Joe Bland Construction, L.P.	$6,969,195.21
2.	Chasco Constructors	$7,544,554.00
3.	Smith Contracting	$7,697,297.01
4.	Jordan Foster Construction LLC	$7,698,752.65
5.	Capital Excavation	$7,998,293.55
6.	James Construction Group, LLC	$8,660,679.47
7.	Liberty Civil Construction	$9,142,027.28

The lowest bidder was 5.5% over the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 8.3% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Joe Bland Construction, L.P. has completed previous projects for Williamson County including CR 119 from Limmer Loop to Chandler Road, CR 176 at RM 2243 Intersection, and Ronald Reagan Boulevard at Santa Rita Ranch. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we concur with the recommendation of the Design Engineer, Bridgefarmer & Associates, Inc., for award of the CR 245 Reconstruction construction contract to Joe Bland Construction, L.P. in the amount of $6,969,195.21.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
CR 245 Reconstruction
December 6, 2022

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Joe Bland Construction, L.P.	$ 6,969,195.21	1	$361,266.61	5.5%	$ -	0.0%
Chasco Constructors	$ 7,544,554.00	2	$936,625.40	14.2%	$ 575,358.79	8.3%
Smith Contracting	$ 7,697,297.01	3	$1,089,368.41	16.5%	$ 728,101.80	10.4%
Jordan Foster Construction LLC	$ 7,698,752.65	4	$1,090,824.05	16.5%	$ 729,557.44	10.5%
Capital Excavation	$ 7,998,293.55	5	$1,390,364.95	21.0%	$ 1,029,098.34	14.8%
James Construction Group, LLC	$ 8,660,679.47	6	$2,052,750.87	31.1%	$ 1,691,484.26	24.3%
Liberty Civil Construction	$ 9,142,027.28	7	$2,534,098.68	38.3%	$ 2,172,832.07	31.2%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction, L.P.		Chasco Constructors		Smith Contracting		Jordan Foster Construction LLC		Capital Excavation		James Construction Group, LLC		Liberty Civil Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	51.00	STA	$4,800.00	$ 244,800.00	$2,281.00	$ 116,331.00	$5,000.00	$ 255,000.00	$4,000.00	$ 204,000.00	$6,500.00	$ 331,500.00	$3,000.00	$ 153,000.00	$16,920.00	$ 862,920.00	$2,000.00	$ 102,000.00
2	104-6015	REMOVING CONC (SIDEWALKS)	137.00	SY	$13.00	$ 1,781.00	$26.00	$ 3,562.00	$15.00	$ 2,055.00	$28.00	$ 3,836.00	$13.00	$ 1,781.00	$39.00	$ 5,343.00	$15.71	$ 2,152.27	$15.53	$ 2,127.61
3	104-6021	REMOVING CONC (CURB)	687.00	LF	$6.00	$ 4,122.00	$8.00	$ 5,496.00	$10.00	$ 6,870.00	$7.00	$ 4,809.00	$8.50	$ 5,839.50	$8.25	$ 5,667.75	$4.25	$ 2,919.75	$7.49	$ 5,145.63
4	105-6011	REMOVING STAB BASE AND ASPH PAV (2"-6")	271.00	SY	$5.00	$ 1,355.00	$5.00	$ 1,355.00	$10.00	$ 2,710.00	$5.00	$ 1,355.00	$24.00	$ 6,504.00	$13.40	$ 3,631.40	$14.66	$ 3,972.86	$11.09	$ 3,005.39
5	105-6026	REMOVE STAB BASE & ASPH PAV (13"-18")	16,296.00	SY	$13.50	$ 219,996.00	$5.00	$ 81,480.00	$12.00	$ 195,552.00	$8.50	$ 138,516.00	$7.00	$ 114,072.00	$8.35	$ 136,071.60	$11.87	$ 193,433.52	$11.09	$ 180,722.64
6	110-6001	EXCAVATION (ROADWAY)	16,048.00	CY	$10.25	$ 164,492.00	$18.00	$ 288,864.00	$15.00	$ 240,720.00	$15.00	$ 240,720.00	$19.50	$ 312,936.00	$22.00	$ 353,056.00	$15.86	$ 254,521.28	$28.84	$ 462,824.32
7	110-6002	EXCAVATION (CHANNEL)	120.00	CY	$12.00	$ 1,440.00	$51.00	$ 6,120.00	$25.00	$ 3,000.00	$30.00	$ 3,600.00	$32.00	$ 3,840.00	$28.70	$ 3,444.00	$27.47	$ 3,296.40	$28.84	$ 3,460.80
8	110-6004	EXCAVATION (ROADWAY AND CHANNEL)	1,930.00	CY	$14.00	$ 27,020.00	$15.00	$ 28,950.00	$20.00	$ 38,600.00	$25.00	$ 48,250.00	$19.50	$ 37,635.00	$30.00	$ 57,900.00	$21.11	$ 40,742.30	$28.84	$ 55,661.20
9	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	11,131.00	CY	$15.25	$ 169,747.75	$13.00	$ 144,703.00	$20.00	$ 222,620.00	$15.00	$ 166,965.00	$11.60	$ 129,119.60	$26.00	$ 289,406.00	$36.83	$ 409,954.73	$56.03	$ 623,669.93
10	160-WC01	FURNISHING AND PLACING TOPSOIL (4")	41,872.00	SY	$1.20	$ 50,246.40	$1.50	$ 62,808.00	$1.00	$ 41,872.00	$2.00	$ 83,744.00	$2.00	$ 83,744.00	$3.05	$ 127,709.60	$1.23	$ 51,502.56	$10.00	$ 418,720.00
11	161-WC01	EROSION CONTROL COMPOST (3")	10,472.00	SY	$3.50	$ 36,652.00	$7.50	$ 78,540.00	$3.50	$ 36,652.00	$3.25	$ 34,034.00	$2.90	$ 30,368.80	$6.75	$ 70,686.00	$2.00	$ 20,944.00	$7.76	$ 81,262.72
12	162-WC103	MULCH TOPDRESSING (5")	10,468.00	SY	$3.00	$ 31,404.00	$7.50	$ 78,510.00	$4.50	$ 47,106.00	$4.30	$ 45,012.40	$2.75	$ 28,787.00	$2.70	$ 28,263.60	$0.20	$ 2,093.60	$10.00	$ 104,680.00
13	164-WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	20,936.00	SY	$0.25	$ 5,234.00	$0.75	$ 15,702.00	$0.30	$ 6,280.80	$0.30	$ 6,280.80	$0.30	$ 6,280.80	$0.25	$ 5,234.00	$0.40	$ 8,374.40	$0.70	$ 14,655.20
14	164-WC05	SEEDING FOR EROSION CONTROL (PERM) (WARM) (TY 5)	41,872.00	SY	$0.20	$ 8,374.40	$0.91	$ 38,103.52	$0.35	$ 14,655.20	$0.33	$ 13,817.76	$0.35	$ 14,655.20	$0.30	$ 12,561.60	$0.85	$ 35,591.20	$0.90	$ 37,684.80
15	164-WC10	SEEDING FOR EROSION CONTROL (TEMP) (WARM) (TY 10)	20,936.00	SY	$0.15	$ 3,140.40	$0.75	$ 15,702.00	$0.30	$ 6,280.80	$0.30	$ 6,280.80	$0.30	$ 6,280.80	$0.25	$ 5,234.00	$0.40	$ 8,374.40	$0.70	$ 14,655.20
16	166-6002	FERTILIZER	2.60	TON	$1,500.00	$ 3,900.00	$3,204.00	$ 8,330.40	$1,600.00	$ 4,160.00	$1,700.00	$ 4,420.00	$1,800.00	$ 4,680.00	$1,680.00	$ 4,368.00	$1,000.00	$ 2,600.00	$3,000.00	$ 7,800.00
17	168-WC01	VEGETATIVE WATERING	1,368.00	MG	$14.00	$ 19,152.00	$32.00	$ 43,776.00	$15.00	$ 20,520.00	$21.00	$ 28,728.00	$32.00	$ 43,776.00	$38.20	$ 52,257.60	$25.00	$ 34,200.00	$38.82	$ 53,105.76
18	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	9,252.00	SY	$0.80	$ 7,401.60	$1.50	$ 13,878.00	$1.50	$ 13,878.00	$1.45	$ 13,415.40	$1.75	$ 16,191.00	$2.00	$ 18,504.00	$1.85	$ 17,116.20	$1.55	$ 14,340.60
19	169-6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	8,932.00	SY	$1.40	$ 12,504.80	$5.34	$ 47,696.88	$6.00	$ 53,592.00	$6.25	$ 55,825.00	$6.50	$ 58,058.00	$2.15	$ 19,203.80	$4.50	$ 40,194.00	$5.55	$ 49,572.60
20	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	9,149.00	CY	$50.00	$ 457,450.00	$44.75	$ 409,417.75	$44.00	$ 402,556.00	$55.00	$ 503,195.00	$55.00	$ 503,195.00	$47.00	$ 430,003.00	$45.28	$ 414,266.72	$47.94	$ 438,603.06
21	260-6002	LIME (HYDRATED LIME (SLURRY))	506.00	TON	$200.00	$ 101,200.00	$261.00	$ 132,066.00	$225.00	$ 113,850.00	$230.00	$ 116,380.00	$205.00	$ 103,730.00	$205.00	$ 103,730.00	$253.68	$ 128,362.08	$333.15	$ 168,573.90
22	260-6027	LIME TRT (EXST MATL)(8")	27,959.00	SY	$4.50	$ 125,815.50	$9.00	$ 251,631.00	$4.25	$ 118,825.75	$3.25	$ 90,866.75	$3.40	$ 95,060.60	$6.20	$ 173,345.80	$4.21	$ 117,707.39	$4.46	$ 124,697.14
23	310-6001	PRIME COAT (MULTI OPTION)	5,501.00	GAL	$4.50	$ 24,754.50	$5.17	$ 28,440.17	$4.75	$ 26,129.75	$5.00	$ 27,505.00	$5.25	$ 28,880.25	$4.80	$ 26,404.80	$4.50	$ 24,754.50	$5.60	$ 30,805.60
24	316-6193	AGGR(TY-D GR-S SAC-B)	230.00	CY	$80.00	$ 18,400.00	$264.22	$ 60,770.60	$245.00	$ 56,350.00	$260.00	$ 59,800.00	$265.00	$ 60,950.00	$245.00	$ 56,350.00	$230.00	$ 52,900.00	$430.97	$ 99,123.10
25	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	10,351.00	GAL	$4.00	$ 41,404.00	$4.88	$ 50,512.88	$4.40	$ 45,544.40	$4.75	$ 49,167.25	$4.75	$ 49,167.25	$4.50	$ 46,579.50	$4.25	$ 43,991.75	$8.22	$ 85,085.22
26	354-6002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	2,434.00	SY	$2.00	$ 4,868.00	$4.31	$ 10,490.54	$4.00	$ 9,736.00	$4.25	$ 10,344.50	$4.50	$ 10,953.00	$4.00	$ 9,736.00	$4.75	$ 11,561.50	$8.72	$ 21,224.48
27	400-6005	CEM STABIL BKFL	460.00	CY	$95.00	$ 43,700.00	$216.79	$ 99,723.40	$190.00	$ 87,400.00	$230.00	$ 105,800.00	$185.00	$ 85,100.00	$231.00	$ 106,260.00	$172.86	$ 79,515.60	$225.16	$ 103,573.60
28	416-6001	DRILL SHAFT (18 IN)	70.00	LF	$140.00	$ 9,800.00	$179.41	$ 12,558.70	$150.00	$ 10,500.00	$190.00	$ 13,300.00	$150.00	$ 10,500.00	$166.00	$ 11,620.00	$127.57	$ 8,929.90	$186.34	$ 13,043.80
29	416-6004	DRILL SHAFT (36 IN)	531.00	LF	$280.00	$ 148,680.00	$269.12	$ 142,902.72	$240.00	$ 127,440.00	$285.00	$ 151,335.00	$250.00	$ 132,750.00	$250.00	$ 132,750.00	$213.65	$ 113,448.15	$279.51	$ 148,419.81
30	416-WC01	CORE HOLES FOR BRIDGES	5.00	EA	$200.00	$ 1,000.00	$416.50	$ 2,082.50	$500.00	$ 2,500.00	$445.00	$ 2,225.00	$1,000.00	$ 5,000.00	$211.00	$ 1,055.00	$250.00	$ 1,250.00	$432.58	$ 2,162.90
31	420-6011	CL B CONC (FLUME)	9.70	CY	$540.00	$ 5,238.00	$1,093.57	$ 10,607.63	$950.00	$ 9,215.00	$1,200.00	$ 11,640.00	$1,700.00	$ 16,490.00	$1,450.00	$ 14,065.00	$888.65	$ 8,619.91	$1,135.79	$ 11,017.16
32	420-6013	CL C CONC (ABUT)	80.30	CY	$1,100.00	$ 88,330.00	$1,189.69	$ 95,532.11	$1,500.00	$ 120,450.00	$1,250.00	$ 100,375.00	$1,500.00	$ 120,450.00	$1,340.00	$ 107,602.00	$2,000.00	$ 160,600.00	$1,235.62	$ 99,220.29
33	420-6029	CL C CONC (CAP)	112.00	CY	$1,300.00	$ 145,600.00	$1,272.99	$ 142,574.88	$1,400.00	$ 156,800.00	$1,350.00	$ 151,200.00	$1,550.00	$ 173,600.00	$1,620.00	$ 181,440.00	$2,000.00	$ 224,000.00	$1,322.13	$ 148,078.56
34	420-6037	CL C CONC (COLUMN)	26.20	CY	$1,250.00	$ 32,750.00	$1,203.57	$ 31,533.53	$1,950.00	$ 51,090.00	$1,280.00	$ 33,536.00	$2,450.00	$ 64,190.00	$2,130.00	$ 55,806.00	$2,000.00	$ 52,400.00	$1,250.04	$ 32,751.05
35	420-6071	CL C CONC (COLLAR)	6.00	EA	$1,500.00	$ 9,000.00	$1,601.91	$ 9,611.46	$700.00	$ 4,200.00	$1,370.00	$ 8,220.00	$2,500.00	$ 15,000.00	$2,210.00	$ 13,260.00	$1,396.57	$ 8,379.42	$6,100.45	$ 36,602.70
36	422-6001	REINF CONC SLAB	22,469.00	SF	$18.00	$ 404,442.00	$26.70	$ 599,922.30	$30.00	$ 674,070.00	$28.00	$ 629,132.00	$27.00	$ 606,663.00	$30.05	$ 675,193.45	$30.00	$ 674,070.00	$27.73	$ 623,065.37
37	422-6015	APPROACH SLAB	172.00	CY	$750.00	$ 129,000.00	$711.25	$ 122,335.00	$700.00	$ 120,400.00	$760.00	$ 130,720.00	$450.00	$ 77,400.00	$830.00	$ 142,760.00	$1,500.00	$ 258,000.00	$738.71	$ 127,058.12
38	425-6036	PRESTR CONC GIRDER (TX34)	1,041.80	LF	$250.00	$ 260,450.00	$245.63	$ 255,897.33	$235.00	$ 244,823.00	$260.00	$ 270,868.00	$220.00	$ 229,196.00	$232.00	$ 241,697.60	$238.00	$ 247,948.40	$255.11	$ 265,773.60
39	425-6039	PRESTR CONC GIRDER (TX54)	1,567.50	LF	$255.00	$ 399,712.50	$245.63	$ 385,025.03	$235.00	$ 368,362.50	$260.00	$ 407,550.00	$225.00	$ 352,687.50	$226.00	$ 354,255.00	$275.00	$ 431,062.50	$255.11	$ 399,884.93
40	432-6001	RIPRAP (CONC)(4 IN)	54.00	CY	$460.00	$ 24,840.00	$934.45	$ 50,460.30	$700.00	$ 37,800.00	$1,000.00	$ 54,000.00	$750.00	$ 40,500.00	$830.00	$ 44,820.00	$585.85	$ 31,635.90	$970.53	$ 52,408.62
41	432-6002	RIPRAP (CONC)(5 IN)	132.00	CY	$480.00	$ 63,360.00	$587.37	$ 77,532.84	$625.00	$ 82,500.00	$625.00	$ 82,500.00	$650.00	$ 85,800.00	$730.00	$ 96,360.00	$399.05	$ 52,674.60	$610.05	$ 80,526.60
42	432-6031	RIPRAP (STONE PROTECTION)(12 IN)	627.00	CY	$200.00	$ 125,400.00	$160.19	$ 100,439.13	$160.00	$ 100,320.00	$216.00	$ 135,432.00	$210.00	$ 131,670.00	$126.00	$ 79,002.00	$130.62	$ 81,898.74	$138.14	$ 86,613.78
43	432-6032	RIPRAP (STONE PROTECTION)(15 IN)	576.00	CY	$220.00	$ 126,720.00	$224.27	$ 129,179.52	$160.00	$ 92,160.00	$216.00	$ 124,416.00	$200.00	$ 115,200.00	$146.00	$ 84,096.00	$130.59	$ 75,219.84	$188.05	$ 108,316.80
44	442-6007	STR STEEL (MISC NON - BRIDGE)	279.00	LB	$14.00	$ 3,906.00	$18.16	$ 5,066.64	$22.00	$ 6,138.00	$19.00	$ 5,301.00	$24.00	$ 6,696.00	$24.10	$ 6,723.90	$11.36	$ 3,169.44	$37.71	$ 10,521.09
45	450-6023	RAIL (TY SSTR)	404.80	LF	$50.00	$ 20,240.00	$96.11	$ 38,905.33	$185.00	$ 74,888.00	$102.00	$ 41,289.60	$98.00	$ 39,670.40	$131.00	$ 53,028.80	$87.86	$ 35,565.73	$99.83	$ 40,411.18
46	450-6030	RAIL (TY C221)	404.40	LF	$130.00	$ 52,572.00	$99.32	$ 40,165.01	$200.00	$ 80,880.00	$152.00	$ 61,468.80	$145.00	$ 58,638.00	$174.00	$ 70,365.60	$129.00	$ 52,167.60	$321.66	$ 130,079.30
47	454-6018	SEALED EXPANSION JOINT (4 IN) (SEJ - M)	177.00	LF	$180.00	$ 31,860.00	$87.57	$ 15,499.89	$195.00	$ 34,515.00	$93.00	$ 16,461.00	$205.00	$ 36,285.00	$227.00	$ 40,179.00	$163.12	$ 28,872.24	$90.95	$ 16,098.15
48	460-6002	CMP (GAL STL 18 IN)	155.00	LF	$83.00	$ 12,865.00	$81.00	$ 12,555.00	$55.00	$ 8,525.00	$85.00	$ 13,175.00	$80.00	$ 12,400.00	$81.80	$ 12,679.00	$83.39	$ 12,925.45	$139.63	$ 21,642.65
49	464-6005	RC PIPE (CL III)(24 IN)	697.00	LF	$100.00	$ 69,700.00	$106.00	$ 73,882.00	$95.00	$ 66,215.00	$125.00	$ 87,125.00	$140.00	$ 97,580.00	$139.00	$ 96,883.00	$144.10	$ 100,437.70	$158.64	$ 110,572.08
50	464-6007	RC PIPE (CL III)(30 IN)	300.00	LF	$140.00	$ 42,000.00	$136.00	$ 40,800.00	$125.00	$ 37,500.00	$150.00	$ 45,000.00	$145.00	$ 43,500.00	$188.00	$ 56,400.00	$177.06	$ 53,118.00	$181.72	$ 54,516.00
51	464-6034	RC PIPE (ARCH)(CL III)(DES 5)	180.00	LF	$200.00	$ 36,000.00	$363.00	$ 65,340.00	$345.00	$ 62,100.00	$405.00	$ 72,900.00	$520.00	$ 93,600.00	$410.00	$ 73,800.00	$415.43	$ 74,777.40	$362.11	$ 65,179.80
52	467-6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	6.00	EA	$1,800.00	$ 10,800.00	$2,650.00	$ 15,900.00	$3,000.00	$ 18,000.00	$1,300.00	$ 7,800.00	$2,000.00	$ 12,000.00	$2,610.00	$ 15,660.00	$1,809.41	$ 10,856.46	$5,478.09	$ 32,868.54
53	467-6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	14.00	EA	$2,000.00	$ 28,000.00	$2,651.00	$ 37,114.00	$3,500.00	$ 49,000.00	$1,900.00	$ 26,600.00	$2,100.00	$ 29,400.00	$2,670.00	$ 37,380.00	$1,664.38	$ 23,301.32	$6,092.64	$ 85,296.96
54	467-6423	SET (TY II) (30 IN) (RCP) (6: 1) (P)	12.00	EA	$2,800.00	$ 33,600.00	$5,603.00	$ 67,236.00	$6,000.00	$ 72,000.00	$4,000.00	$ 48,000.00	$3,500.00	$ 42,000.00	$4,090.00	$ 49,080.00	$2,257.14	$ 27,085.68	$7,591.54	$ 91,098.48
55	467-6561	SET (TY II) (DES 5) (RCP) (4: 1) (C)	6.00	EA	$4,000.00	$ 24,000.00	$8,583.00	$ 51,498.00	$5,500.00	$ 33,000.00	$8,400.00	$ 50,400.00	$8,000.00	$ 48,000.00	$6,400.00	$ 38,400.00	$7,389.98	$ 44,339.88	$9,661.87	$ 57,971.22
56	496-6004	REMOV STR (SET)	16.00	EA	$400.00	$ 6,400.00	$188.00	$ 3,008.00	$500.00	$ 8,000.00	$600.00	$ 9,600.00	$700.00	$ 11,200.00	$340.00	$ 5,440.00	$615.20	$ 9,843.20	$332.68	$ 5,322.88
57	496-6005	REMOV STR (WINGWALL)	4.00	EA	$1,275.00	$ 5,100.00	$1,080.00	$ 4,320.00	$1,500.00	$ 6,000.00	$2,000.00	$ 8,000.00	$2,100.00	$ 8,400.00	$1,720.00	$ 6,880.00	$3,918.19	$ 15,672.76	$1,330.73	$ 5,322.92
58	496-6006	REMOV STR (HEADWALL)	2.00	EA	$1,500.00	$ 3,000.00	$1,080.00	$ 2,160.00	$1,470.00	$ 2,940.00	$1,200.00	$ 2,400.00	$1,800.00	$ 3,600.00	$5,300.00	$ 10,600.00	$3,918.21	$ 7,836.42	$665.38	$ 1,330.76
59	496-6007	REMOV STR (PIPE)	466.00	LF	$18.00	$ 8,388.00	$26.00	$ 12,116.00	$20.00	$ 9,320.00	$20.00	$ 9,320.00	$22.00	$ 10,252.00	$17.95	$ 8,364.70	$25.19	$ 11,738.54	$27.02	$ 12,591.32
60	496-6008	REMOV STR (BOX CULVERT)	60.00	LF	$80.00	$ 4,800.00	$36.00	$ 2,160.00	$100.00	$ 6,000.00	$80.00	$ 4,800.00	$80.00	$ 4,800.00	$177.00	$ 10,620.00	$76.58	$ 4,594.80	$97.96	$ 5,877.60
61	500-6001	MOBILIZATION	1.00	LS	$588,904.00	$ 588,904.00	$88,000.00	$ 88,000.00	$630,000.00	$ 630,000.00	$600,000.00	$ 600,000.00	$650,000.00	$ 650,000.00	$700,000.00	$ 700,000.00	$875,000.00	$ 875,000.00	$504,767.56	$ 504,767.56
62	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	14.00	MO	$10,000.00	$ 140,000.00	$2,719.00	$ 38,066.00	$3,500.00	$ 49,000.00	$3,000.00	$ 42,000.00	$5,500.00	$ 77,000.00	$6,600.00	$ 92,400.00	$4,320.42	$ 60,485.88	$3,244.33	$ 45,420.62
63	506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	224.00	LF	$30.00	$ 6,720.00	$29.90	$ 6,697.60	$35.00	$ 7,840.00	$34.00	$ 7,616.00	$40.00	$ 8,960.00	$24.30	$ 5,443.20	$31.00	$ 6,944.00	$31.06	$ 6,957.44
64	506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	112.00	LF	$75.00	$ 8,400.00	$80.10	$ 8,971.20	$60.00	$ 6,720.00	$62.00	$ 6,944.00	$60.00	$ 6,720.00	$91.90	$ 10,292.80	$48.00	$ 5,376.00	$83.19	$ 9,317.28
65	506-6011	ROCK FILTER DAMS (REMOVE)	336.00	LF	$15.00	$ 5,040.00	$12.82	$ 4,307.52	$15.00	$ 5,040.00	$17.00	$ 5,712.00	$11.50	$ 3,864.00	$31.90	$ 10,718.40	$9.00	$ 3,024.00	$13.31	$ 4,472.16
66	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	240.00	SY	$23.00	$ 5,520.00	$21.36	$ 5,126.40	$35.00	$ 8,400.00	$26.00	$ 6,240.00	$7.50	$ 1,800.00	$18.90	$ 4,536.00	$6.00	$ 1,440.00	$22.32	$ 5,356.80
67	506-6024	CONSTRUCTION EXITS (REMOVE)	240.00	SY	$9.00	$ 2,160.00	$9.61	$ 2,306.40	$15.00	$ 3,600.00	$17.00	$ 4,080.00	$3.50	$ 840.00	$12.45	$ 2,988.00	$3.00	$ 720.00	$9.98	$ 2,395.20
68	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	7,668.00	LF	$4.00	$ 30,672.00	$3.47	$ 26,607.96	$5.00	$ 38,340.00	$4.50	$ 34,506.00	$3.50	$ 26,838.00	$3.80	$ 29,138.40	$2.90	$ 22,237.20	$3.93	$ 30,135.24
69	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	7,668.00	LF	$0.70	$ 5,367.60	$0.91	$ 6,977.88	$1.00	$ 7,668.00	$1.10	$ 8,434.80	$1.50	$ 11,502.00	$0.55	$ 4,217.40	$1.10	$ 8,434.80	$0.94	$ 7,207.92
70	508-6003	CONSTRUCTING DETOURS (TY 1)	5,914.00	SY	$55.00	$ 325,270.00	$59.74	$ 353,302.36	$70.00	$ 413,980.00	$73.00	$ 431,722.00	$65.00	$ 384,410.00	$69.00	$ 408,066.00	$65.90	$ 389,732.60	$67.23	$ 397,598.22
71	514-6001	PERM CTB (SGL SLOPE) (TY 1) (42)	449.40	LF	$76.00	$ 34,154.40	$110.53	$ 49,672.18	$120.00	$ 53,928.00	$100.00	$ 44,940.00	$150.00	$ 67,410.00	$150.00	$ 67,410.00	$135.66	$ 60,965.60	$190.78	$ 85,736.53
72	529-6007	CONC CURB & GUTTER (TY I)	385.00	LF	$23.00	$ 8,855.00	$27.50	$ 10,587.50	$30.00	$ 11,550.00	$40.00	$ 15,400.00	$35.00	$ 13,475.00	$44.15	$ 16,997.75	$54.54	$ 20,997.90	$32.21	$ 12,400.85
73	529-6038	CONC CURB (RIBBON)	139.00	LF	$40.00	$ 5,560.00	$47.00	$ 6,533.00	$30.00	$ 4,170.00	$30.00	$ 4,170.00	$42.00	$ 5,838.00	$37.25	$ 5,177.75	$49.08	$ 6,822.12	$28.73	$ 3,993.47
74	530-6004	DRIVEWAYS (CONC)	113.00	SY	$85.00	$ 9,605.00	$94.00	$ 10,622.00	$130.00	$ 14,690.00	$110.00	$ 12,430.00	$170.00	$ 19,210.00	$192.00	$ 21,696.00	$108.83	$ 12,297.79	$381.35	$ 43,092.55
75	530-6005	DRIVEWAYS (ACP)	1,001.00	SY	$45.00	$ 45,045.00	$151.64	$ 151,791.64	$150.00	$ 150,150.00	$170.00	$ 170,170.00	$175.00	$ 175,175.00	$157.00	$ 157,157.00	$141.01	$ 141,151.01	$180.08	$ 180,260.08
76	531-6003	CONC SIDEWALKS (6")	133.00	SY	$70.00	$ 9,310.00	$35.50	$ 4,721.50	$110.00	$ 14,630.00	$70.00	$ 9,310.00	$127.00	$ 16,891.00	$134.00	$ 17,822.00	$109.54	$ 14,568.82	$91.42	$ 12,158.86
77	540-6001	MTL W-BEAM GD FEN (TIM POST)	325.00	LF	$27.00	$ 8,775.00	$38.18	$ 12,408.50	$28.00	$ 9,100.00	$30.00	$ 9,750.00	$30.00	$ 9,750.00	$29.40	$ 9,555.00	$25.00	$ 8,125.00	$39.65	$ 12,886.25
78	540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	4.00	EA	$2,200.00	$ 8,800.00	$2,135.89	$ 8,543.56	$2,300.00	$ 9,200.00	$2,500.00	$ 10,000.00	$2,500.00	$ 10,000.00	$2,430.00	$ 9,720.00	$750.00	$ 3,000.00	$2,218.35	$ 8,873.40
79	540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	2.00	EA	$1,500.00	$ 3,000.00	$2,082.49	$ 4,164.98	$1,400.00	$ 2,800.00	$1,500.00	$ 3,000.00	$1,500.00	$ 3,000.00	$1,440.00	$ 2,880.00	$1,500.00	$ 3,000.00	$2,162.89	$ 4,325.78
80	542-6001	REMOVE METAL BEAM GUARD FENCE	130.00	LF	$3.00	$ 390.00	$2.67	$ 347.10	$3.00	$ 390.00	$2.30	$ 299.00	$2.25	$ 292.50	$2.15	$ 279.50	$2.00	$ 260.00	$2.77	$ 360.10
81	544-6001	GUARDRAIL END TREATMENT (INSTALL)	3.00	EA	$3,300.00	$ 9,900.00	$4,111.58	$ 12,334.74	$3,200.00	$ 9,600.00	$3,400.00	$ 10,200.00	$3,500.00	$ 10,500.00	$3,270.00	$ 9,810.00	$2,500.00	$ 7,500.00	$4,270.32	$ 12,810.96
82	544-6003	GUARDRAIL END TREATMENT (REMOVE)	1.00	EA	$250.00	$ 250.00	$373.78	$ 373.78	$210.00	$ 210.00	$228.00	$ 228.00	$225.00	$ 225.00	$216.00	$ 216.00	$500.00	$ 500.00	$388.21	$ 388.21
83	552-6003	WIRE FENCE(TY C)	500.00	LF	$25.00	$ 12,500.00	$37.50	$ 18,750.00	$11.00	$ 5,500.00	$14.00	$ 7,000.00	$12.50	$ 6,250.00	$11.60	$ 5,800.00	$10.00	$ 5,000.00	$13.03	$ 6,515.00
84	552-6005	GATE (TY 1)	2.00	EA	$1,500.00	$ 3,000.00	$3,738.00	$ 7,476.00	$1,100.00	$ 2,200.00	$1,200.00	$ 2,400.00	$1,100.00	$ 2,200.00	$1,110.00	$ 2,220.00	$1,500.00	$ 3,000.00	$1,136.90	$ 2,273.80
85	560-6025	RELOCATE EXISTING MAILBOX	2.00	EA	$525.00	$ 1,050.00	$240.29	$ 480.58	$475.00	$ 950.00	$515.00	$ 1,030.00	$500.00	$ 1,000.00	$490.00	$ 980.00	$75.00	$ 150.00	$249.57	$ 499.14
86	644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	1.00	EA	$720.00	$ 720.00	$1,094.64	$ 1,094.64	$930.00	$ 930.00	$1,000.00	$ 1,000.00	$1,000.00	$ 1,000.00	$950.00	$ 950.00	$500.00	$ 500.00	$1,136.90	$ 1,136.90
87	644-6007	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	1.00	EA	$900.00	$ 900.00	$1,388.32	$ 1,388.32	$950.00	$ 950.00	$1,000.00	$ 1,000.00	$100.00	$ 100.00	$970.00	$ 970.00	$500.00	$ 500.00	$1,441.92	$ 1,441.92
88	644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	6.00	EA	$900.00	$ 5,400.00	$1,201.44	$ 7,208.64	$980.00	$ 5,880.00	$1,050.00	$ 6,300.00	$1,000.00	$ 6,000.00	$1,000.00	$ 6,000.00	$500.00	$ 3,000.00	$1,247.82	$ 7,486.92
89	644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	10.00	EA	$410.00	$ 4,100.00	$507.27	$ 5,072.70	$480.00	$ 4,800.00	$520.00	$ 5,200.00	$500.00	$ 5,000.00	$490.00	$ 4,900.00	$500.00	$ 5,000.00	$526.86	$ 5,268.60

Williamson County Road Bond Program
CR 245 Reconstruction
December 6, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction, L.P.		Chasco Constructors		Smith Contracting		Jordan Foster Construction LLC		Capital Excavation		James Construction Group, LLC		Liberty Civil Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
90	644-6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)	7.00	EA	$450.00	$ 3,150.00	$614.07	$ 4,298.49	$620.00	$ 4,340.00	$665.00	$ 4,655.00	$625.00	$ 4,375.00	$630.00	$ 4,410.00	$500.00	$ 3,500.00	$637.77	$ 4,464.39
91	644-6076	REMOVE SM RD SN SUP&AM	21.00	EA	$150.00	$ 3,150.00	$53.40	$ 1,121.40	$95.00	$ 1,995.00	$100.00	$ 2,100.00	$95.00	$ 1,995.00	$97.30	$ 2,043.30	$25.00	$ 525.00	$221.83	$ 4,658.43
92	658-6016	INSTL DEL ASSM (D-SW)SZ (BRF)GF1 (BI)	18.00	EA	$28.00	$ 504.00	$26.70	$ 480.60	$17.00	$ 306.00	$18.00	$ 324.00	$18.00	$ 324.00	$17.30	$ 311.40	$50.00	$ 900.00	$27.73	$ 499.14
93	658-6050	INSTL OM ASSM (OM-ZZ)(FLX)SRF	2.00	EA	$100.00	$ 200.00	$240.29	$ 480.58	$90.00	$ 180.00	$97.00	$ 194.00	$100.00	$ 200.00	$91.90	$ 183.80	$50.00	$ 100.00	$249.57	$ 499.14
94	662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	9,614.00	LF	$0.17	$ 1,634.38	$0.53	$ 5,095.42	$0.60	$ 5,768.40	$0.62	$ 5,960.68	$0.60	$ 5,768.40	$0.55	$ 5,287.70	$0.50	$ 4,807.00	$0.55	$ 5,287.70
95	662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	9,776.00	LF	$0.20	$ 1,955.20	$0.53	$ 5,181.28	$0.60	$ 5,865.60	$0.62	$ 6,061.12	$0.60	$ 5,865.60	$0.55	$ 5,376.80	$0.50	$ 4,888.00	$0.55	$ 5,376.80
96	662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	12,276.00	LF	$0.62	$ 7,611.12	$0.43	$ 5,278.68	$0.45	$ 5,524.20	$0.95	$ 11,662.20	$1.00	$ 12,276.00	$0.45	$ 5,524.20	$0.75	$ 9,207.00	$0.44	$ 5,401.44
97	662-6075	WK ZN PAV MRK REMOV (W)24"(SLD)	34.00	LF	$8.00	$ 272.00	$21.36	$ 726.24	$21.00	$ 714.00	$11.25	$ 382.50	$11.00	$ 374.00	$21.60	$ 734.40	$20.00	$ 680.00	$22.18	$ 754.12
98	662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	13,054.00	LF	$0.62	$ 8,093.48	$0.43	$ 5,613.22	$0.45	$ 5,874.30	$0.95	$ 12,401.30	$1.00	$ 13,054.00	$0.45	$ 5,874.30	$0.75	$ 9,790.50	$0.44	$ 5,743.76
99	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	892.00	LF	$1.20	$ 1,070.40	$3.47	$ 3,095.24	$3.50	$ 3,122.00	$1.30	$ 1,159.60	$1.25	$ 1,115.00	$3.50	$ 3,122.00	$1.70	$ 1,516.40	$3.60	$ 3,211.20
100	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	121.00	LF	$10.00	$ 1,210.00	$37.38	$ 4,522.98	$37.00	$ 4,477.00	$13.50	$ 1,633.50	$14.00	$ 1,694.00	$37.85	$ 4,579.85	$9.50	$ 1,149.50	$38.82	$ 4,697.22
101	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	12.00	EA	$200.00	$ 2,400.00	$213.59	$ 2,563.08	$210.00	$ 2,520.00	$228.00	$ 2,736.00	$220.00	$ 2,640.00	$216.00	$ 2,592.00	$130.00	$ 1,560.00	$221.83	$ 2,661.96
102	666-6057	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	4.00	EA	$210.00	$ 840.00	$293.69	$ 1,174.76	$290.00	$ 1,160.00	$285.00	$ 1,140.00	$275.00	$ 1,100.00	$300.00	$ 1,200.00	$150.00	$ 600.00	$305.02	$ 1,220.08
103	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	6.00	EA	$220.00	$ 1,320.00	$266.99	$ 1,601.94	$260.00	$ 1,560.00	$285.00	$ 1,710.00	$275.00	$ 1,650.00	$270.00	$ 1,620.00	$150.00	$ 900.00	$277.29	$ 1,663.74
104	666-6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	489.00	LF	$4.00	$ 1,956.00	$5.07	$ 2,479.23	$5.00	$ 2,445.00	$5.70	$ 2,787.30	$5.50	$ 2,689.50	$5.15	$ 2,518.35	$7.00	$ 3,423.00	$5.27	$ 2,577.03
105	666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	2,103.00	LF	$0.35	$ 736.05	$0.91	$ 1,913.73	$1.00	$ 2,103.00	$0.65	$ 1,366.95	$0.65	$ 1,366.95	$0.90	$ 1,892.70	$0.70	$ 1,472.10	$0.94	$ 1,976.82
106	666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	12,340.00	LF	$0.40	$ 4,936.00	$0.91	$ 11,229.40	$1.00	$ 12,340.00	$0.65	$ 8,021.00	$0.65	$ 8,021.00	$0.90	$ 11,106.00	$0.70	$ 8,638.00	$0.94	$ 11,599.60
107	666-6342	REF PROF PAV MRK TY I(W)4"(SLD)(100MIL)	11,331.00	LF	$0.62	$ 7,025.22	$1.33	$ 15,070.23	$1.30	$ 14,730.30	$1.00	$ 11,331.00	$1.00	$ 11,331.00	$1.35	$ 15,296.85	$0.70	$ 7,931.70	$1.39	$ 15,750.09
108	672-6007	REFL PAV MRKR TY I-C	7.00	EA	$4.50	$ 31.50	$8.28	$ 57.96	$8.00	$ 56.00	$9.00	$ 63.00	$8.00	$ 56.00	$8.40	$ 58.80	$25.00	$ 175.00	$8.60	$ 60.20
109	672-6009	REFL PAV MRKR TY II-A-A	212.00	EA	$3.50	$ 742.00	$8.28	$ 1,755.36	$8.00	$ 1,696.00	$8.25	$ 1,749.00	$8.00	$ 1,696.00	$8.40	$ 1,780.80	$5.00	$ 1,060.00	$8.60	$ 1,823.20
110	677-6001	ELIM EXT PAV MRK & MRKS (4")	7,320.00	LF	$0.42	$ 3,074.40	$0.43	$ 3,147.60	$0.45	$ 3,294.00	$1.00	$ 7,320.00	$1.00	$ 7,320.00	$0.45	$ 3,294.00	$0.45	$ 3,294.00	$0.44	$ 3,220.80
111	730-6107	FULL - WIDTH MOWING	2.00	CYC	$4,000.00	$ 8,000.00	$4,913.00	$ 9,826.00	$2,300.00	$ 4,600.00	$6,000.00	$ 12,000.00	$1,650.00	$ 3,300.00	$2,870.00	$ 5,740.00	$2,358.28	$ 4,716.56	$15,660.27	$ 31,320.54
112	3076-6001	D-GR HMA TY-B PG64-22	5,664.00	TON	$95.00	$ 538,080.00	$109.13	$ 618,112.32	$100.00	$ 566,400.00	$108.00	$ 611,712.00	$102.00	$ 577,728.00	$101.00	$ 572,064.00	$95.00	$ 538,080.00	$120.15	$ 680,529.60
113	3076-6042	D-GR HMA TY-D SAC-B PG70-22	3,692.00	TON	$105.00	$ 387,660.00	$140.15	$ 517,433.80	$125.00	$ 461,500.00	$139.00	$ 513,188.00	$130.00	$ 479,960.00	$130.00	$ 479,960.00	$122.00	$ 450,424.00	$140.75	$ 519,649.00
114	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	360.00	DAY	$100.00	$ 36,000.00	$37.00	$ 13,320.00	$30.00	$ 10,800.00	$80.00	$ 28,800.00	$55.00	$ 19,800.00	$62.80	$ 22,608.00	$44.88	$ 16,156.80	$70.99	$ 25,556.40
115	6185-6003	TMA (MOBILE OPERATION)	40.00	HR	$100.00	$ 4,000.00	$145.00	$ 5,800.00	$95.00	$ 3,800.00	$200.00	$ 8,000.00	$115.00	$ 4,600.00	$88.90	$ 3,556.00	$151.23	$ 6,049.20	$71.54	$ 2,861.60
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																				
116	585-WC01	ESTIMATED RIDE QUALITY BONUS / PENALTY	$ 10,000.00	DOL	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00
117	999-WC01	FORCE ACCOUNT	$ 25,000.00	DOL	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
118	3076-WC01	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	$ 20,000.00	DOL	$ 1.00	$ 20,000.00	$ 1.00	$ 20,000.00	$ 1.00	$20,000.00	$ 1.00	$ 20,000.00	$ 1.00	$ 20,000.00	$ 1.00	$ 20,000.00	$ 1.00	$ 20,000.00	$ 1.00	$ 20,000.00
119	3076-WC02	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	$ 20,000.00	DOL	$ 2.00	$ 40,000.00	$ 2.00	$ 40,000.00	$ 2.00	$40,000.00	$ 2.00	$ 40,000.00	$ 2.00	$ 40,000.00	$ 2.00	$ 40,000.00	$ 2.00	$ 40,000.00	$ 2.00	$ 40,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 6,607,928.60**		**$ 6,969,195.21**		**$ 7,544,554.00**		**$ 7,697,297.01**		**$ 7,698,752.65**		**$7,998,293.55**		**$ 8,660,679.47**		**$9,142,027.28**
		ACTUAL BID PROPOSAL						$6,969,195.21		$7,544,554.00		$7,697,297.01		$7,698,752.65		**$7,998,293.55**		$8,660,679.47		**$9,142,027.28**
		ADJUSTMENT DIFFERENCE						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Acknowledgement of Addendum						Y		Y		N		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y		Y		Y

BRIDGEFARMER & ASSOCIATES, INC.

Headquartered In Dallas
2350 Valley View Lane
Dallas, TX 75234

Houston Office
1235 North Loop West, Suite 1000
Houston, TX 77008

AUSTIN • LITTLE ROCK • ATLANTA

To: Randy Ehresman
Date: December 6, 2022

Subject: CR 245 Bid Analysis

Randy,
Contractor bids received for the CR 245 project were received today, reviewed, and assessed.
The bid summary is as follows:

Bidder	Base Bid	Ranking	Difference in Engineers Estimate ($)	Difference in Engineers Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Engineers Estimate	$ 6,607,928.60					
Joe Bland Construction	$ 6,969,195.21	1	$ 361,266.61	5.5%	$ -	0.00%
Chasco Constructors	$ 7,544,554.00	2	$ 936,625.40	14.2%	$ 575,358.79	8.26%
MA Smith Contracting Co.	$ 7,697,297.01	3	$ 1,089,368.41	16.5%	$ 728,101.80	10.45%
Jordan Foster Construction LLC	$ 7,698,752.65	4	$ 1,090,824.05	16.5%	$ 729,557.44	10.47%
Capital Excavation	$ 7,998,293.55	5	$ 1,390,364.95	21.0%	$ 1,029,098.34	14.77%
Unlabeled (James)	$ 8,660,679.47	6	$ 2,052,750.87	31.1%	$ 1,691,484.26	24.27%
Liberty Civil Construction	$ 9,142,027.28	7	$ 2,534,098.68	38.3%	$ 2,172,832.07	31.18%

There were no apparent errors identified that would warrant disqualification, and a detailed bid analysis is attached.

Joe Bland Construction is the apparent low bidder and is the recommended awardee.

However, please note some specific Major Bid Items, those exceeding $100,000, that we highlighted in yellow in Column BD of the Bid Item Comparison.
These could be of concern due to bid unit prices much higher than would be expected for an item.

James W. Langston, PE
Bridgefarmer & Associates, Inc.

Attachment: CR 245 Bid Comparison.xlsx

Commissioners Court - Regular Session **37.**

Meeting Date: 12/13/2022

22IFB39 - CR 111 Westinghouse Rd Change Order #7 (Existing Culvert Adjustment)

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. 7 in the amount of $28,440.00 for Project 22IFB39 CR 111 Westinghouse Rd. (Capital Excavation) P: 292 Funding Source: Road Bond.

Background

This Change Order provides payment to the Contractor for additional work needed to adjust an existing headwall and wingwalls to allow for the roadway to be constructed to the proposed plan width. Existing culvert 4 will remain in place and the headwall will be adjusted to tie in with the proposed road section and provide the support needed.

Multiple items will be added by this Change Order. Please see attached Changed Order.

This Change Order results in an increase of $28,440.00 to the Contract amount, for an adjusted Contract total of $21,833,559.18 The original Contract amount was $21,024,332.88. As a result of this and previous Change Orders, $809,226.30 has been added to the Contract, resulting in an 3.85% increase in the 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

22IFB39 - CR 111 Westinghouse Rd -CO#7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/08/2022 09:40 AM
Form Started By: Julissa Vasquez		Started On: 12/05/2022 07:31 AM
Final Approval Date: 12/08/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 7

1. CONTRACTOR: **Capital Excavation**

2. Change Order Work Limits: Sta. **54+93.6 RT** to Sta. **55+27.6 RT**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **1B** (3 Max. - In order of importance - Primary first)

Project:	*221FB39*
Roadway:	*FM 1460 - SH 130*
CSJ Number:	

5. Describe the work being revised:

1B. Design Error or Omission. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

6. Work to be performed in accordance with Items: **See Attached.**

7. New or revised plan sheet(s) are attached and numbered: **Revised Sheets: 2, 15, 17, 92, 113A-C**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 12.1.22

By

Typed/Printed Name JOE CHESNEY

Typed/Printed Title V.P.

The following information must be provided

Time Ext. #: _____ Days added on this CO: **0**

Amount added by this change order: **$28,440.00**

RECOMMENDED FOR EXECUTION:

Project Manager 12/2/2022 Date

Design Engineer N/A Date

Program Manager 12/2/2022 Date

Design Engineer's Seal:

see attached plan sheets

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: 7 ***Project # 221FB39***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0450-6006	RAIL TYPE T223	LF	$260.00	0.00	$0.00	34.00	34.00	$8,840.00	$8,840.00
0540-6006	MTL W- BEAM GD FEN TRANS (THRIE-BEAM)	EA	$2,800.00	0.00	$0.00	2.00	2.00	$5,600.00	$5,600.00
999-WC05	EXTEND EXISTING WINGWALLS AND HEADWALL	LS	$14,000.00	0.00	$0.00	1.00	1.00	$14,000.00	$14,000.00
TOTALS					$0.00			$28,440.00	$28,440.00

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

CR 111 Westinghouse Rd
Williamson County Project No. 22IFB39
Change Order No. 7

Reason for Change

This Change Order provides payment to the Contractor for additional work needed to adjust an existing headwall and wingwalls to allow for the roadway to be constructed to the proposed plan width. The existing Culvert 4 is to remain in place, but due to the location of the existing headwall it will not allow for the roadway to be built to plan width as there is no support for the roadway section at the culvert. RFI 27 addresses the issue and provides additional plan sheets to extend the headwall, wingwalls and adds traffic rail so that the roadway portion can be constructed to the proposed width.

The following is a list of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
0450-6006	Rail TYPE T223	34	LF
0540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	2	EA
999-WC05	Drill, Dowel, and Extend Existing Wingwalls and Headwall	1	LS

This Change Order results in an increase of $28,440.00 to the Contract amount, for an adjusted Contract total of $21,833,559.18 The original Contract amount was $21,024,332.88. As a result of this and previous Change Orders, $809,226.30 has been added to the Contract, resulting in an 3.85% increase in the Contract cost. As a result of this Change Order, (0) days will be added to the Contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 16

Date: 9/28/2022

QuoteTo: Chuck Evans
HNTB CORPORATION

Project: CR 111 / 110 (1024)
Capital Project #: 1024
Description: Existing Culvert 4 Wall Extension & 223 Rail Addition

Item	Description	Quantity	Unit	Unit Price	Amount
~~CO~~ 999-WC05	Drill, Dowel, and Extend Existing Wingwall Height	1.00	LS	14,000.00	14,000.00
450-6006	Rail (TY T223)	34.00	LF	260.00	8,840.00
540-6006	MTL W-BEAM DG FEN TRANSITION THRIE BEAM	2.00	EA	2,800.00	5,600.00
GRAND TOTAL					28,440.00

Scope: Price to extend the headwall and wingwall heights of existing culvert #4 to allow for proposed roadway construction. Price for the addition of T223 traffic rail, and changes to the proposed MBGF.

Capital Excavation Requests an additional : Yes-TBD day(s)

The Ty T223 Rail and MTL Beam Thrie Beam Transitions are in line with TxDOT Low Bid Averages and our current projects under construction. The lump sum price for the headwall and wingwall extensions are also a reasonable price for this work.

CHANGE ORDER BREAKDOWN

Capital Excavation Company

PROJECT: CR 111 **DATE:** 10/14/2022

DESCRIPTION: Extending Culv 4 Headwall & T223 Rail

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
Concrete Foreman	50	0	HR		$45.00	$67.50	$2,250.00
Concrete Finisher	100	0	HR		$21.00	$31.50	$2,100.00
Concrete Formsetter	150	0	HR		$20.00	$30.00	$3,000.00
Survey Party Chief	10	0	HR		$42.00	$63.00	$420.00
Survey Laborer	20	0	HR		$18.00	$27.00	$360.00
						Total:	$8,130.00
						Burden 30%	[redacted]
						LABOR TOTAL	[redacted]
EQUIPMENT							
[redacted]	[redacted]		[redacted]		[redacted]		[redacted]
Backhoe 420	[redacted]		HR		$35.00		[redacted]
	38.75						$1,356.25
						EQUIPMENT TOTAL	[redacted]
MATERIALS							
Cl C Concrete	12.71		CY		$135.00		$1,715.85
Rebar	2054		LB		$0.85		$1,745.90
Formwork	526		SF		$2.00		$1,052.00
						MATERIALS TOTAL	***$4,513.75***
SUBS							
[redacted]	[redacted]		[redacted]		[redacted]		[redacted]
						SUBS TOTAL	[redacted]
						TOTAL COST	[redacted]
						MARKUP	[redacted]
						TOTAL PRICE	[redacted]
							$14,000.00

This is a reasonable price for extending the existing headwall and wingwalls.

HNTB

REQUEST FOR INFORMATION FORM

RFI NO.: 27 **DATE:** 8/15/2022

PROJECT: 22IFB39 - CR 111 / Westinghouse **RESPONSE REQUESTED BY DATE:** 8/22/2022

TO: HNTB: Chuck Evans; Eddie Church, P.E.

REFERENCE: Existing Culvert 4 Conflict

PROBLEM:

The existing culvert 4 headwall at STA 55+44 on the southern side is in conflict with the proposed roadway, curb, and metal beam guard fence installation. The existing culvert needs to be addressed for safety and constructability. Please review and advise.

RECOMMENDED SOLUTION:

Andy Wynes	
Originator	Supervisor

RESPONSE:

We revised the design to be in line with the recommended solution provided by HNTB; extend the existing headwall and wingwall height and install a concrete traffic rail. Sheets showing the plan revisions, standard details, and updated quantities are attached.

Bryan Moore	9/16/2022
Responder	Date

Sign, Date & Return to HNTB via e-mail.

Mail original to: HNTB Corporation
101 E. Old Settlers Blvd.
Round Rock, Texas 78664

Attachments to RFI: Sheets 92, 292
Cc:

FILE: P:\22000-22999\22009_Wilco CR111 Route Study\Drawings\Plans\General\Supplemental Index of Sheets.dgn PRINTED: 8/26/2022 @ 4:42:49 PM
PENTABLE: S:\Software\Bentley\Standards\Tables\Pen\Grayscale*ColorLogo.tbl C:\Program Data\Bentley\MicroStation\CONNECT Edition\PW_WORKDIR\PWERSELECTseries1\WorkSpace\system\plt\cfg\printer.plt\cfg

SHEET NO.	DESCRIPTION
	GENERAL
1	TITLE SHEET
2	SUPPLEMENTAL INDEX OF SHEETS
3 - 8	PROJECT LAYOUT
9 - 13	TYPICAL SECTIONS
2 14A - 14Z	GENERAL NOTES AND SPECIFICATIONS
15	ESTIMATE & QUANTITIES
16	SUMMARY OF TRAFFIC CONTROL QUANTITIES
17	SUMMARY OF ROADWAY QUANTITIES
18	SUMMARY OF DRAINAGE QUANTITIES
19	SUMMARY OF SIGNING, STRIPING AND DELINEATION QUANTITIES
20	SUMMARY OF TRAFFIC SIGNAL QUANTITIES
21	SUMMARY OF EROSION CONTROL QUANTITIES
22	SUMMARY OF DRIVEWAYS
23	SUMMARY OF CROSS STREETS
24 - 25	SUMMARY OF SMALL SIGNS
	TRAFFIC CONTROL
26	TRAFFIC CONTROL PLAN CONSTRUCTION SEQUENCING NOTES
27	TRAFFIC CONTROL PLAN SIGNAGE
28 - 31	TRAFFIC CONTROL PLAN TYPICAL SECTIONS
32 - 36	TRAFFIC CONTROL PLAN PHASE I
37 - 46	TRAFFIC CONTROL PLAN PHASE II
47 - 56	TRAFFIC CONTROL PLAN PHASE III
	▪ **TRAFFIC CONTROL STANDARDS**
57 - 68	BC(1)-14 THRU BC(12)-14
69	WZ(TD)-13
70	WZ(STPM)-13
71	WZ(UL)-13
72	WZ(RCD)-13
73 - 74	WZ(BTS-1)-13 THRU WZ(BTS-2)-13
75 - 77	TCP(1-1)-12 THRU TCP(1-3)-12
78 - 80	TCP(2-1)-12 THRU TCP(2-3)-12
81 - 82	TCP(3-1)-13 THRU TCP(3-2)-13
83	TCP(3-3)-14
84	TCP(3-4)-13
85	TCP(7-1)-13
	ROADWAY
86 - 87	HORIZONTAL ALIGNMENT DATA
88 - 105	CR 111 PLAN & PROFILE
106 - 107	CR 110 PLAN & PROFILE
108	CR 105 SPUR PLAN & PROFILE
109	(OMITTED)
110	INTERSECTION LAYOUT - CR 110
111	DETAILS OF DRIVEWAYS
	▪ **ROADWAY STANDARDS** 2
112	GF(31)-14
113	GF(31)MS-11
8 113A - 113C	TRAFFIC RAIL (TYPE T223)
114	SGT(8)31-14
115 - 118	PED-12A
118A	COLORED TEXTURED CONCRETE AND LANDSCAPE PAVERS
118B	CITY OF GEORGETOWN RIBBON CURB DETAILS
	DRAINAGE
119 - 120	DRAINAGE AREA MAP
121	HYDROLOGIC AND HYDRAULIC DESIGN DATA
122 - 125	HYDROLOGIC AND HYDRAULIC DESIGN DATA - PROPOSED CULVERTS
126 - 129	HYDROLOGIC AND HYDRAULIC DESIGN DATA - EXISTING CULVERTS
130 - 131	RIGHT DITCH DESIGN DATA
132 - 133	LEFT DITCH DESIGN DATA
134 - 145	CROSS-CULVERT LAYOUTS
146	ENERGY DISSIPATER DETAIL
147 - 148	STORM SEWER DRAINAGE AREAS
149 - 154	STORM SEWER PLAN & PROFILE
155	STORM SEWER DESIGN DATA
156	MISCELLANEOUS DRAINAGE DETAILS
	▪ **DRAINAGE STANDARDS** 2
157	SCC-MD
158 - 159	SCC-5&6
160	SCP-MD
161	SCP-5
162	SCP-6
163	MC-MD
164	(OMITTED)
165 - 166	MC-5-20
167	ECD
168	(OMITTED)
169	SW-O
170	FW-S
171	PW
172	CH-PW-S
173	CH-FW-O
6 174A	CH-FW-15
6 174B	CH-FW-30
175	CH-FW-45
176 - 178	SETP-FW-O
179	SETP-PD
180 - 181	SETP-CD
182	PSET-SP
183	PSET-RP
184	PB
185	PJB

SHEET NO.	DESCRIPTION
	DRAINAGE STANDARDS (CONT.)
186	PDD
187 - 188	PCO
189	CGT-PCO
190 - 191	PSL
	EROSION CONTROL
192	STORM WATER POLLUTION PREVENTION PLAN (SW3P)
193 - 202	EROSION CONTROL PLAN
	▪ **EROSION STANDARDS** 2
203 - 205	EC(1)-16 THRU EC(3)-16
205 - A-C	EC(9)-16
	TRAFFIC
206 - 215	SIGNING, STRIPING AND DELINEATION
2 216 - 217	SMALL SIGN DETAILS
218	EXISTING SIGNAL LAYOUT - CR 111 (WESTINGHOUSE RD) @ FM 1460
219	PROPOSED SIGNAL LAYOUT - CR 111 (WESTINGHOUSE RD) @ FM 1460
220	PROPOSED SIGNAL ELEVATION - CR 111 (WESTINGHOUSE RD) @ FM 1460
	▪ **TRAFFIC STANDARDS**
221 - 223	PM(1)-12 THRU PM(3)-12
224 - 228	TSR(1)-13 THRU TSR(5)-13
229 - 232	D&OM(1)-15 THRU D&OM(4)-15
233	D&OM(VIA)-15
234	SMD(GEN)-08
235 - 237	SMD(SLIP-1)-08 THRU SMD(SLIP-3)-08
238	SMD(TWT)-08
239 - 242	MB-15(1)
243	ED(1)-14
244 - 249	ED(3)-14 THRU ED(8)-14
250	ED(11)-14
	UTILITIES
251 - 261	EXISTING UTILITY LAYOUT
	CROSS SECTIONS 2
262 - 380	PROPOSED CROSS SECTIONS
381 - 387	PROPOSED CROSS SECTIONS (CR 110)
388	ADDITIONAL CROSS STREET CROSS SECTIONS - CR 111
	BEGINNING OF CR 110 NORTH SHEETS
	GENERAL 2
389 - 393	GENERAL SHEETS (G1 - G5)
394 - 398	QUANTITY SHEETS (Q1 - Q5)
	TRAFFIC CONTROL SHEETS
399	TRAFFIC CONTROL PLAN SEQUENCE OF CONSTRUCTION
400 - 402	TRAFFIC CONTROL PHASE I (TCP1 - TCP3)
403 - 411	TRAFFIC CONTROL STANDARD DETAILS
	BARRICADE & CONSTRUCTION STANDARDS
412 - 423	BARRICADE & CONSTRUCTION SHEETS (BC(1)-14 - BC(12)-14)
	REMOVAL PLAN
424 - 427	DEMOLITION SHEETS (R1 - R4)
	ROADWAY PLAN
428 - 434	PLAN AND PROFILE SHEETS (P1 - P7)
	DRIVEWAY DETAILS
435 - 448	DRIVEWAY DETAIL SHEETS
	DRAINAGE
449	DRAINAGE AREA MAP (DR 2)
450	DITCH CAPACITY TABLE (DT 1)
	SIGNAGE & PAVEMENT MARKING PLAN & DETAILS
451 - 454	SIGNING & PAVEMENT MARKING PLAN (S1 - S4)
454 - 464	SIGNAGE & PAVEMENT MARKING DETAILS
	EROSION CONTROL SHEETS & DETAILS
465	STORMWATER POLLUTION PREVENTION PLAN (SW3P)
466 - 469	EROSION CONTROL PLAN (ES1 - ES4)
470 - 472	EROSION CONTROL DETAILS
	CROSS SECTIONS
473 - 494	CROSS SECTION SHEETS (X1 - X22)
	MBC MANSIONS SHEETS
495	OVERALL WATER PLAN
496	SANITARY SEWER LINE P PLAN & PROFILE STA. 1+00 - STA. 5+20
497	CHANNEL PLAN & PROFILE STA. 13+80-STA. 16+23
	JONAH WATER PLANS
498 - 527	
	GATEWAY WW PLANS
528 - 538	

2 (12/22/20): CULV & CS REVS
6 (06/08/22): RFI #9
8 (08/26/22): RFI #27

REVISION 2, 6, & 8 ONLY

09/16/2022

BRYAN ERIC NEWTON — LICENSED PROFESSIONAL ENGINEER — 92686 — STATE OF TEXAS

▪ THE STANDARDS AND SPECIFICATIONS IDENTIFIED HEREIN HAVE BEEN SELECTED BY ME OR UNDER MY SUPERVISION AND ARE APPLICABLE TO THIS PROJECT.

STATE OF TEXAS — BENJAMIN R. LAKE — 118699 — LICENSED PROFESSIONAL ENGINEER — 10/12/16

WILLIAMSON COUNTY 1848

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STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM NO. 181 TBPLS FIRM NO. 10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

WILLIAMSON COUNTY
CR 111 IMPROVEMENTS

SUPPLEMENTAL INDEX OF SHEETS

DATE: 8/26/2022	DN:	DW:	CK:	AP:	
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.				SHEET NO.
6	----				2
STATE	DIST.	COUNTY			
TEXAS	---	WILLIAMSON			
CONT.	SECT.	JOB	HIGHWAY NO.		
----	--	---	CR 111		

ITEM CODE			DESCRIPTION	UNIT	TOTAL	
ITEM NO.	DESC. CODE	SP NO.			EST.	FINAL
100	6002		PREPARING ROW	STA	217	
7 106	6002		OBLITERATING ABANDONED ROAD	SY	40,673	
110	6001		EXCAVATION (ROADWAY)	CY	107,513	
132	6003		EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	42,149	
160	WC02		FURNISHING AND PLACING TOPSOIL (4")	SY	148,530	
161	WC001		EROSION CONTROL COMPOST (3")	SY	37,133	
162	WC103		MULCH TOPDRESSING (5")	SY	37,133	
164	WC04		SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SY	74,271	
164	WC11		SEEDING FOR EROSION CONTROL (TEMP & PERM)(TY 11)	SY	222,801	
166	6002		FERTILIZER	TON	9.28	
168	WC01		VEGETATIVE WATERING	MG	4,456	
169	6001		SOIL RETENTION BLANKETS (CL 1)(TY A)	SY	40,000	
169	6006		SOIL RETENTION BLANKETS (CL 2)(TY F)	SY	1,620	
247	6044		FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	CY	38,060	
260	6002		LIME (HYDRATED LIME (SLURRY))	TON	2,075	
260	6073		LIME TRT (SUBGRADE) (8")	SY	115,225	
310	6001		PRIME COAT (MULTI OPTION)	GAL	20,391	
316	6193		AGGR(TY-D GR-5 SAC-B)	CY	613	
316	6413		ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	25,305	
341	6008		D-GR HMA TY-B PG64-22	TON	25,840	
341	6042		D-GR HMA TY-D SAC-B PG70-22	TON	12,049	
351	6006		FLEXIBLE PAVEMENT STRUCTURE REPAIR(10")	SY	500	
354	6041		PLANE ASPH CONC PAV (1.5")	SY	2,273	
354	6044		PLANE ASPH CONC PAV (7")	SY	386	
6 402	6001		TRENCH EXCAVATION PROTECTION	LF	525	
6 432	6002		RIPRAP (CONC)(5 IN)	CY	867	
432	6003		RIPRAP (CONC)(6 IN W/ 6 X 6 X #6 WELDED WIRE)	CY	46	
6 432	6031		RIPRAP (STONE PROTECTION)(12 IN)	CY	1,954	
432	6045		RIPRAP (MOW STRIP)(4 IN)	CY	40	
8 450	6006		RAIL (TY T223)	LF	34	
460	6002		CMP (GAL STL 18 IN)	LF	367	
460	6003		CMP (GAL STL 24 IN)	LF	673	
462	6004		CONC BOX CULV (4 FT X 3 FT)	LF	180	
462	6007		CONC BOX CULV (5 FT X 3 FT)	LF	600	
3 462	6010		CONC BOX CULV (6 FT X 3 FT)	LF	2,373	
3 464	6003		RC PIPE (CL III)(18 IN)	LF	4,453	
3 464	6005		RC PIPE (CL III)(24 IN)	LF	2,332	
3 6 464	6007		RC PIPE (CL III)(30 IN)	LF	3,078	
464	6008		RC PIPE (CL III)(36 IN)	LF	1,439	
464	6009		RC PIPE (CL III)(42 IN)	LF	174	
465	6005		JCTBOX(COMPL)(PJB)(3FTX3FT)	EA	1	
6 465	6006		JCTBOX(COMPL)(PJB)(4FTX4FT)	EA	3	
5 465	6009		JCTBOX(COMPL)(PJB)(5FTX5FT)	EA	1	
465	6014		INLET (COMPL)(PCO)(3FT)(LEFT)	EA	3	
3 465	6015		INLET (COMPL)(PCO)(3FT)(RIGHT)	EA	4	
3 465	6016		INLET (COMPL)(PCO)(3FT)(BOTH)	EA	20	
5 465	6020		INLET (COMPL)(PCO)(4FT)(BOTH)	EA	6	
465	6126		INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT	EA	1	
466	6003		HEADWALL (CH-FW-0) (DIA=18 IN)	EA	3	
466	6009		HEADWALL (CH-FW-0) (DIA=36 IN)	EA	1	
466	6010		HEADWALL (CH-FW-0) (DIA=42 IN)	EA	2	
466	6022		HEADWALL (CH-FW-15) (DIA=30 IN)	EA	2	
6 466	6037		HEADWALL (CH-FW-30) (DIA=30 IN)	EA	1	
466	6054		HEADWALL (CH-FW-45) (DIA=36 IN)	EA	1	
466	6132		HEADWALL (CH-PW-S) (DIA=30 IN)	EA	1	
466	6134		HEADWALL (CH-PW-S) (DIA=36 IN)	EA	1	
466	6165		WINGWALL (FW-S) (HW=4FT)	EA	3	
466	6179		WINGWALL (PW-1) (HW=4FT)	EA	5	
466	6207		WINGWALL (SW-0) (HW=4FT)	EA	3	
467	6014		SET (TY I)(36 IN)(3:1)(C)	EA	1	
3 467	6356		SET (TY II)(18 IN)(RCP)(3:1)(C)	EA	1	
3 467	6362		SET (TY II)(18 IN)(RCP)(6:1)(C)	EA	1	
3 467	6363		SET (TY II)(18 IN)(RCP)(6:1)(P)	EA	41	
3 467	6395		SET (TY II)(24 IN)(RCP)(6:1)(P)	EA	41	
3 467	6422		SET (TY II)(30 IN)(RCP)(6:1)(C)	EA	1	
3 6 467	6423		SET (TY II)(30 IN)(RCP)(6:1)(P)	EA	17	
3 467	6454		SET (TY II)(36 IN)(RCP)(6:1)(P)	EA	4	
496	6016		REMOV STR (PIPE)	EA	17	
500	6001		MOBILIZATION	LS	1	
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	18	
506	6002		ROCK FILTER DAMS (INSTALL) (TY 2)	LF	1,040	

ITEM CODE			DESCRIPTION	UNIT	TOTAL	
ITEM NO.	DESC. CODE	SP NO.			EST.	FINAL
506	6011		ROCK FILTER DAMS (REMOVE)	LF	1,040	
506	6020		CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	240	
506	6024		CONSTRUCTION EXITS (REMOVE)	SY	240	
506	6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	195	
506	6039		TEMP SEDMT CONT FENCE (REMOVE)	LF	195	
506	6040		BIODEG EROSN CONT LOGS (INSTL) (8")	LF	23,660	
506	6043		BIODEG EROSN CONT LOGS (REMOVE)	LF	23,660	
508	6001		CONSTRUCTING DETOURS	SY	3,775	
512	6009		PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	1,240	
512	6010		PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	120	
512	6057		PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	1,240	
512	6058		PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	120	
528	6001		COLORED TEXTURED CONC (4")	SY	954	
529	6008		CONC CURB & GUTTER (TY II)	LF	24,461	
6 529	6038		CONC CURB (RIBBON)	LF	755	
530	6004		DRIVEWAYS (CONC)	SY	975	
6 530	6005		DRIVEWAYS (ACP)	SY	4,523	
531	6001		CONC SIDEWALK (4")	SY	87	
531	6010		CURB RAMPS (TY 7)	EA	5	
8 540	6001		MTL W-BEAM GD FEN (TIM POST)	LF	643	
544	6001		GUARDRAIL END TREATMENT (INSTALL)	EA	3	
560	6004		MAILBOX INSTALL-S (TWG-POST) TY 2	EA	18	
560	6005		MAILBOX INSTALL-D (TWG-POST) TY 2	EA	2	
560	6006		MAILBOX INSTALL-M (TWG-POST) TY 2	EA	2	
618	6023		CONDT (PVC)(SCH 40)(2")	LF	25	
620	6007		ELEC CONDR (NO.8) BARE	LF	25	
628	6001		RELOCATE ELECTRICAL SERVICES	EA	1	
644	6001		INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	16	
644	6004		INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	EA	2	
644	6007		IN SM RD SN SUP&AM TY 10BWG (1) SA (U)	EA	14	
644	6061		INS SM RD SN SUP&AM TY TWT(1) WS(T)	EA	61	
658	6046		INSTL OM ASSM (OM-2X)(WC)GND	EA	23	
662	6004		WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	33,412	
662	6012		WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	LF	3,389	
662	6016		WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	LF	333	
662	6017		WK ZN PAV MRK NON-REMOV (W) (ARROW)	EA	11	
662	6029		WK ZN PAV MRK NON-REMOV (W) (WORD)	EA	11	
662	6032		WK ZN PAV MRK NON-REMOV (Y) 4" (BRK)	LF	2,010	
662	6034		WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	53,873	
662	6041		WK ZN PAV MRK NON-REMOV (Y) 24" (SLD)	LF	1,831	
666	6035		REFL PAV MRK TY I (W) 8"(SLD)(090MIL)	LF	5,347	
666	6041		REFL PAV MRK TY I (W) 12"(SLD)(090MIL)	LF	370	
666	6047		REFL PAV MRK TY I (W) 24"(SLD)(090MIL)	LF	606	
666	6053		REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	27	
666	6077		REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	19	
666	6146		REFL PAV MRK TY I (Y) 24"(SLD)(090MIL)	LF	1,359	
666	6299		RE PM W/RET REQ TY I (W)4"(BRK)(090MIL)	LF	800	
666	6302		RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	23,127	
666	6311		RE PM W/RET REQ TY I (Y)4"(BRK)(090MIL)	LF	2,747	
666	6314		RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	47,414	
672	6007		REFL PAV MRKR TY I-C	EA	146	
672	6009		REFL PAV MRKR TY II-A-A	EA	623	
672	6010		REFL PAV MRKR TY II-C-R	EA	116	
682	6001		VEH SIG SEC (12")LED(GRN)	EA	1	
682	6002		VEH SIG SEC (12")LED(GRN ARW)	EA	1	
682	6003		VEH SIG SEC (12")LED(YEL)	EA	1	
682	6004		VEH SIG SEC (12")LED(YEL ARW)	EA	1	
682	6005		VEH SIG SEC (12")LED(RED)	EA	1	
682	6025		BACK PLATE (12") (5 SEC)	EA	1	
684	6033		TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	225	
684	6080		TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	LF	25	
687	6001		PED POLE ASSEMBLY	EA	3	
690	6007		REPLACE OF GROUND BOX	EA	2	
690	6057		REMOVAL OF PEDESTRIAN RAMPS	EA	3	
730	6003		SPOT MOWING	AC	15.3	
730	6107		FULL - WIDTH MOWING	CYC	3	
3076	6066		TACK COAT	GAL	8,156	
6001	6001		PORTABLE CHANGEABLE MESSAGE SIGN	DAY	300	
6120	6001		DEAD END ROAD BARRICADE	LF	112	
7056	6057		PIPE ENCASEMNET (24") STEEL	LF	129	

3 (01/05/22): RFI #1

5 (03/23/22): RFI #12 & RFI #13

6 (07/15/22): RFI #9

7 (06/14/22): RFI #22

8 (08/26/22): RFI #27

WILLIAMSON COUNTY
1848

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SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

WILLIAMSON COUNTY
CR 111 IMPROVEMENTS

ESTIMATE & QUANTITIES

DATE: 8/26/2022	DN:	DW:	CK:	AP:	
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.				SHEET NO.
6	----				15
STATE	DIST.	COUNTY			
TEXAS	---	WILLIAMSON			
CONT.	SECT.	JOB		HIGHWAY NO.	
----	--	---		CR 111	

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SHEET NO.	STREET	STATION RANGE	100-6002 PREPARING ROW	106-6002 OBLITERATING ABANDONED ROAD	110-6001 EXCAVATION (ROADWAY)	132-6003 EMBANKMENT (FINAL)(ORD COMP)(TY B)	247-6044 FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS	260-6002 LIME (HYDRATED LIME (SLURRY))	260-6073 LIME TRT (SUBGRADE) (8")	310-6001 PRIME COAT (MULTI OPTION)	316-6193 AGGR (TY-D GR-5 SAC-B)	316-6413 ASPH (AC-15P, HFRS-2P OR CRS-2P)	3076-6001 D-GR HMA TY-B PG64-22	3076-6042 D-GR HMA TY-D SAC-B PG70-22	351-6006 FLEXIBLE PAVEMENT STRUCTURE REPAIR (10")	354-6041 PLANE ASPH CONC PAV (1.5")	354-6044 PLANE ASPH CONC PAV (7")	432-6045 RIPRAP (MOW STRIP)(4 IN)
			STA	SY	CY	CY	CY	TON	SY	GAL	CY	GAL	TON	TON	SY	SY	SY	CY
1	CR 111	BEGIN TO 21+00	10	468	7,139	4,324	3,692	174	9,659	1,818	55	2,273	2,614	1,335		2,273	386	29
2	CR 111	21+00 TO 32+00	11	1,679	14,674	630	3,409	185	10,277	1,799	55	2,249	2,069	1,034				
3	CR 111	32+00 TO 43+00	11	2,474	6,205	4,773	1,946	108	5,988	942	26	1,092	1,081	538				
4	CR 111	43+00 TO 54+00	11	2,721	2,666	4,341	1,939	53	2,968	938	26	1,092	1,076	535				3
5	CR 111	54+00 TO 65+00	11	2,551	5,398	4,084	1,584	88	4,886	791	23	950	908	454				8
6	CR 111	65+00 TO 76+00	11	3,367	8,497	445	2,300	126	7,004	1,161	33	1,368	1,333	665				
7	CR 111	76+00 TO 87+00	11	510	4,379	1,433	1,697	102	5,693	896	27	1,121	1,192	517				
8	CR 111	87+00 TO 98+00	11		7,697	255	1,534	88	4,905	812	22	905	932	466				
9	CR 111	98+00 TO 109+00	11	3,875	3,860	1,052	1,893	103	5,695	1,103	33	1,379	1,359	633				
10	CR 111	109+00 TO 120+00	11	2,584	1,158	1,815	1,410	78	4,339	722	22	903	831	415				
11	CR 111	120+00 TO 131+00	11	3,047	4,755	538	1,759	97	5,388	926	28	1,158	1,065	533				
12	CR 111	131+00 TO 142+00	11	3,165	1,661	8,781	2,031	125	6,921	1,156	35	1,445	1,263	631				
13	CR 111	142+00 TO 153+00	11	1,066	969	3,661	1,708	104	5,758	1,056	32	1,320	1,727	732				
14	CR 111	153+00 TO 164+00	11	2,710	4,768	579	1,411	89	4,956	740	22	926	851	426				
15	CR 111	164+00 TO 175+00	11	4,163	9,306	568	1,406	82	4,532	713	22	891	820	410				
16	CR 111	175+00 TO 186+00	11	1,787	8,141	206	1,994	111	6,180	1,224	37	1,530	1,575	704				
17	CR 111	186+00 TO 197+00	11	2,739	4,829	740	1,470	95	5,273	794	24	993	914	457				
18	CR 111	197+00 TO END	12	1,768	8,391	325	1,226	75	4,176	834	25	1,043	1,288	480				
1	CR 110	BEGIN TO 365+00	9		1,994	1,369	860	13	706	402	17	714	1,296	359				
2	CR 110	365+00 TO END	8		737	702	1,058	85	4,721	916	28	1,145	977	389				
1	CR 105		2		289	1,528	401	22	1,204	184	6	230	211	106				
	OTHERS						1,332	72	3,996	464	15	578	459	230	500			
		TOTAL	**217**	**40,673**	**107,513**	**42,149**	**38,060**	**2,075**	**115,225**	**20,391**	**613**	**25,305**	**25,840**	**12,049**	**500**	**2,273**	**386**	**40**

SHEET NO.	STREET	STATION RANGE	450-6006 RAIL (TY T223)	496-6016 REMOV STR (PIPE)	528-6001 COLORED TEXTURED CONC (4")	529-6008 CONC CURB & GUTTER (TY II)	529-6038 CONC CURB (RIBBON)	530-6004 DRIVEWAYS (CONC)	530-6005 DRIVEWAYS (ACP)	531-6001 CONC SIDEWALK (4")	531-6010 CURB RAMPS (TY 7)	540-6001 MTL W-BEAM GD FEN (TIM POST)	544-6001 GUARDRAIL END TREATMENT (INSTALL)	3076-6066 TACK COAT	7056-6057 PIPE ENCASEMENT (24")STEEL
			LF	EA	SY	LF	LF	SY	SY	SY	EA	LF	EA	GAL	LF
1	CR 111	BEGIN TO 21+00		1	874	4,118		174			3	500	1	727	
2	CR 111	21+00 TO 32+00			80	2,411		490						720	
3	CR 111	32+00 TO 43+00				2,200	231		506					377	
4	CR 111	43+00 TO 54+00		2		2,200	356	120	652				1	375	
5	CR 111	54+00 TO 65+00	34			1,425	79	101	349			143	1	316	
6	CR 111	65+00 TO 76+00				2,178	89	90	247	87	2			464	
7	CR 111	76+00 TO 87+00				2,039			180					358	
8	CR 111	87+00 TO 98+00				1,382								325	129
9	CR 111	98+00 TO 109+00		1		426								441	
10	CR 111	109+00 TO 120+00				871			401					289	
11	CR 111	120+00 TO 131+00				948			466					370	
12	CR 111	131+00 TO 142+00		7										462	
13	CR 111	142+00 TO 153+00		1					225					422	
14	CR 111	153+00 TO 164+00		1		699			259					296	
15	CR 111	164+00 TO 175+00				1,072			82					285	
16	CR 111	175+00 TO 186+00				110			354					490	
17	CR 111	186+00 TO 197+00		4		408			329					318	
18	CR 111	197+00 TO END				406			416					334	
1	CR 110	BEGIN TO 365+00												161	
2	CR 110	365+00 TO END				657								366	
1	CR 105								57					74	
	OTHERS					911								186	
		TOTAL	**34**	**17**	**954**	**24,461**	**755**	**975**	**4,523**	**87**	**5**	**643**	**3**	**8,156**	**129**

6 (04/05/22): RFI #9

7 (06/14/22): RFI #22

8 (08/26/22): RFI #27

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METRO 512.930.9412 TBPE FIRM NO. 181 TBPLS FIRM NO. 10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

WILLIAMSON COUNTY
CR 111 IMPROVEMENTS

SUMMARY OF ROADWAY QUANTITIES

DATE: 8/26/2022	DN:	DW:	CK:	AP:	
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.				SHEET NO.
6	----				17
STATE	DIST.	COUNTY			
TEXAS	---	WILLIAMSON			
CONT.	SECT.	JOB	HIGHWAY NO.		
----	--	---	CR 111		

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89.64 AC
LOUIS MILTON & JOSEPHINE MARIE COCKRUM
376/334

McNutt Creek

BEGIN 15' WIDE CONC. LINED DITCH STA. 57+64, 40 CY

END DITCH STA. 55+44.60 O/S 71' LT

CULVERT 4 @ STA. 55+44.60 EXISTING 3-8x8 MBC TO REMAIN

APPROXIMATE GEORGETOWN CITY LIMITS

CONTRACTOR TO EXERCISE CAUTION: EXISTING FIRE HYDRANT

PROPOSED CR111 STA. 60+17.22 PIETRA STA. 00+00.00

TRANSITION TO EXISTING DITCH STA. 63+30, O/S 69'

MATCH LINE STA. 54+00

MATCH LINE STA. 65+00

DW=15

DW=53

DW=16

PC 61+57.37

N 67° 57' 03.83" E 620.23'

55+00

60+00

65

2.0%

36' PVMT

28' PVMT

2.0%

PROP. R.O.W.

SGT

END DITCH STA. 56+00.00 O/S 90.00' RT

EXISTING DRAINAGE EASEMENT (~75'X150')

END CURB & GUTTER STA. 57+25.00 O/S 49.50' RT (BOC)

BEGIN 15' WIDE CONC. LINED DITCH STA. 58+22, 55 CY

RIBBON CURB

MATCH EXISTING

PROPOSED ℄

MBGF 143 LF

MOW STRIP 11 CY

EXTEND WING WALL HEIGHT & INSTALL TRAFFIC RAIL (TY T223) 34 LF

8

144.41 AC
JOHN S AVERY EXEMPT TRUST
2006112407

2

LEGEND

- PROPOSED RIGHT-OF-WAY
- PROPOSED EASEMENT
- PROPERTY LINE
- PROPOSED CENTERLINE
- PROPOSED DITCH FLOWLINE AND DIRECTION
- PROPOSED PROFILE
- EXISTING GROUND AT PROPOSED CENTERLINE
- LEFT DITCH PROFILE
- RIGHT DITCH PROFILE
- OBLITERATE & ABANDON EXISTING PAVEMENT

NOTES:
1. UNLESS OTHERWISE NOTED, DIMENSIONS AND RADIUS CALLOUTS ARE FROM LIP OF GUTTER.

REVISION 2 & 8 ONLY

09/16/2022

0 25 50 75 100
SCALE IN FEET

2 (10/22/20): HNTB REVISIONS
8 (8/26/22): RFI #27

STATE OF TEXAS
BENJAMIN R. LAKE
118699
LICENSED
PROFESSIONAL ENGINEER

11/15/16

END LEFT DITCH STA. 55+00 ℄ = 761.73'

CULVERT 4 ℄ STA. 55+44.60 EXISTING 3-8x8 MBC TO REMAIN

VPC 56+00.00 EL. = 770.14'

STA = 57+50.00
EL = 770.89'
L = 300.00'
K = 182
ex = 0.62'
V = 70 mph

PROPOSED ℄

VPT 59+00.00 EL. = 774.12'

EXISTING GROUND ≠ PROPOSED ℄

0.50 %

(+)0.50 %

(+)2.15 %

2.15 %

(+)2.15 %

(+)0.62 %

0.62 %

VPC 59+50.00 EL. = 775.20'

STA = 61+50.00
EL = 779.50'
L = 400.00'
K = 261
ex = -0.77'
SSD = 904'
V = 70 mph

VPT 63+50.00 EL. = 780.74'

END LEFT DITCH STA. 56+00 ℄ = 762.37'

END RIGHT DITCH STA. 56+00 ℄ = 761.72'

MATCH LINE STA. 54+00

MATCH LINE STA. 65+00

780
770
760
750

	54+00	55+00	56+00	57+00	58+00	59+00	60+00	61+00	62+00	63+00	64+00	65+00
LEFT DITCH PROFILE	763.16	761.73	762.37	764.92	767.48	770.03	772.60	774.94	777.06	779.19	780.75	781.75
PROPOSED PROFILE	**769.13**	**769.64**	**770.14**	**770.92**	**772.24**	**774.12**	**776.22**	**777.99**	**779.38**	**780.38**	**781.05**	**781.67**
EXISTING GROUND	763.77	764.26	762.88	767.47	768.61	773.40	776.03	778.89	781.17	782.11	782.78	782.89
RIGHT DITCH PROFILE			761.72	763.77	768.03	770.63	772.74	774.51	775.89	776.90	777.56	778.18

WILLIAMSON COUNTY
1848

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SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

WILLIAMSON COUNTY
CR 111 IMPROVEMENTS

CR 111
PLAN & PROFILE

SHEET 5 OF 18

DATE: 8/26/2022	DN:	DW:	CK:	AP:	
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.				SHEET NO.
6	----				92
STATE	DIST.	COUNTY			
TEXAS	---	WILLIAMSON			
CONT.	SECT.	JOB		HIGHWAY NO.	
----	--	---		CR 111	

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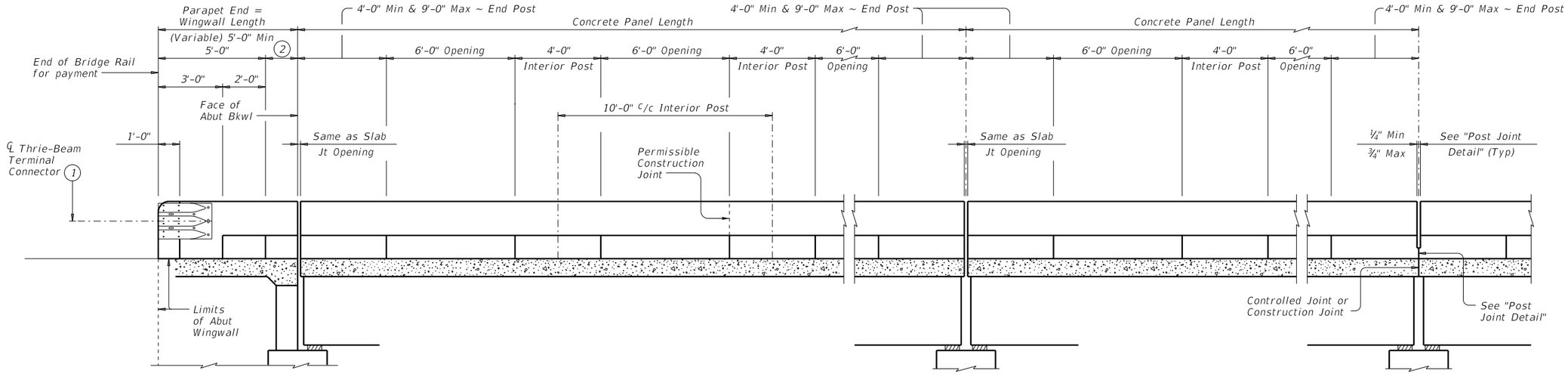
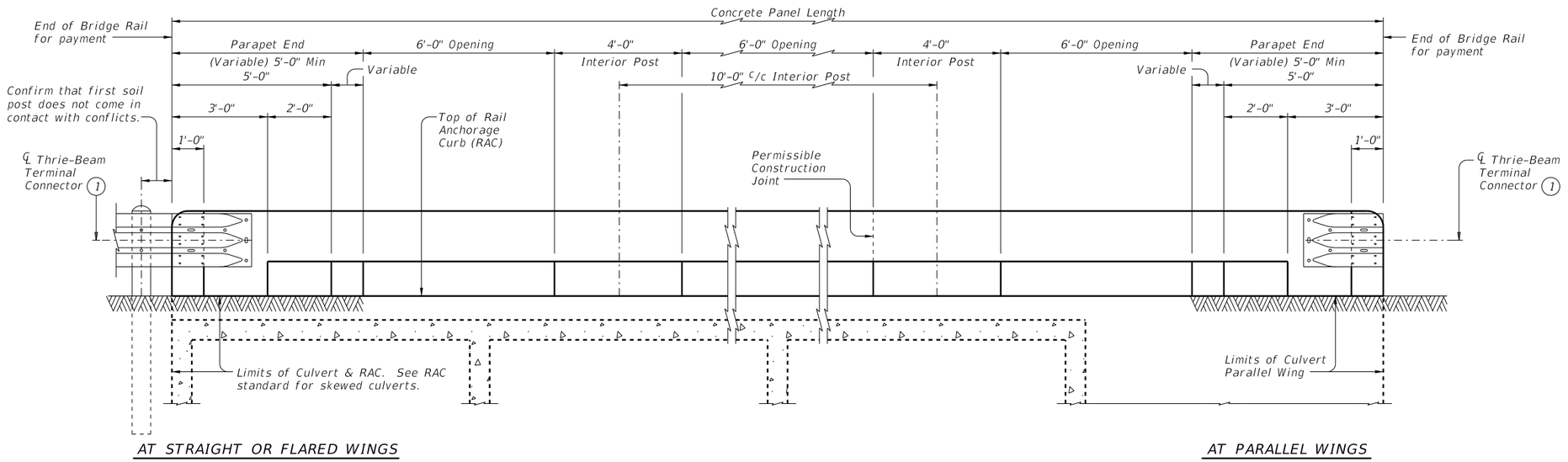
DATE:
FILE:



ROADWAY ELEVATION OF RAIL ON BRIDGE



ROADWAY ELEVATION OF RAIL ON BOX CULVERTS

Showing 0° skew culvert. Skewed culverts similar. See RAC standard for details not shown. Vertical joints in concrete rail are not required, unless shown elsewhere.

(1) Terminal Connectors and associated hardware are to be paid for under the Item "Metal Beam Guard Fence". Attach Metal Beam Guard Fence Transitions to the bridge rail and extend along the embankment unless otherwise shown in the plans.

(2) Wingwall Length minus 5'-0" (Varies)

Texas Department of Transportation

Bridge Division Standard

TRAFFIC RAIL

TYPE T223

FILE: rlstd005-19.dgn	DN: TxDOT	CK: TxDOT	DW: JTR	CK: AES
©TxDOT September 2019	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				113A

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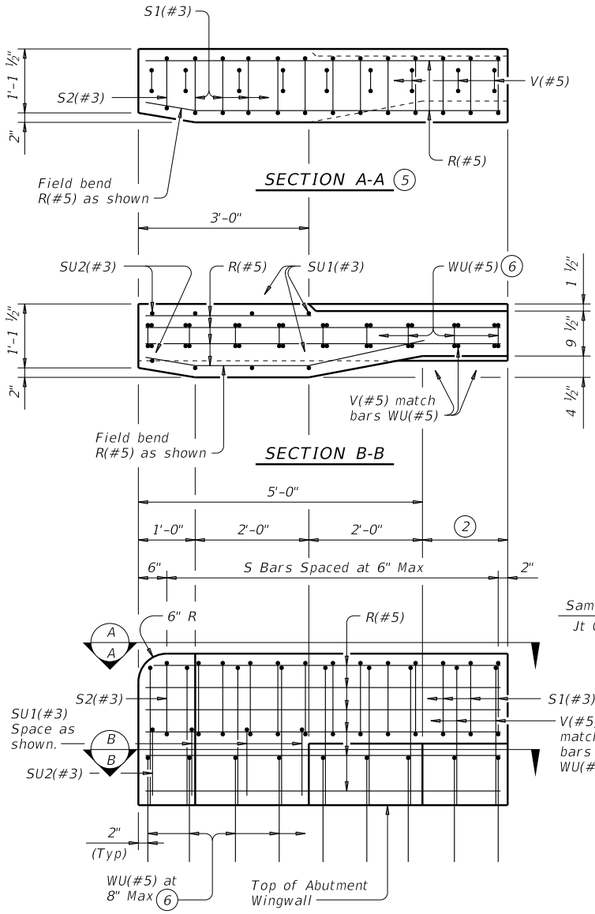
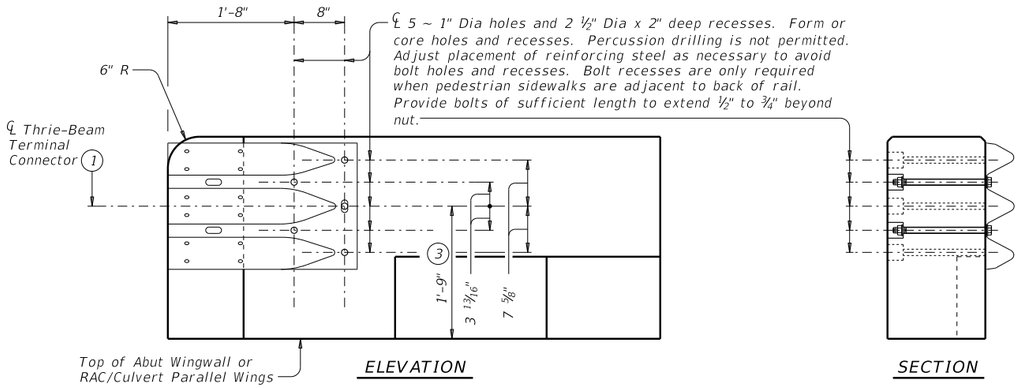
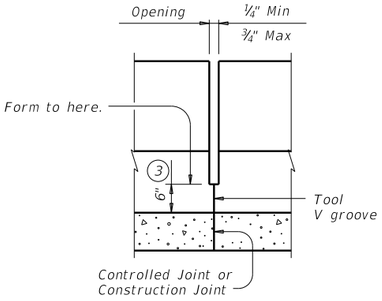
DATE:
FILE:



PARAPET END AT ABUT WINGWALL (6)

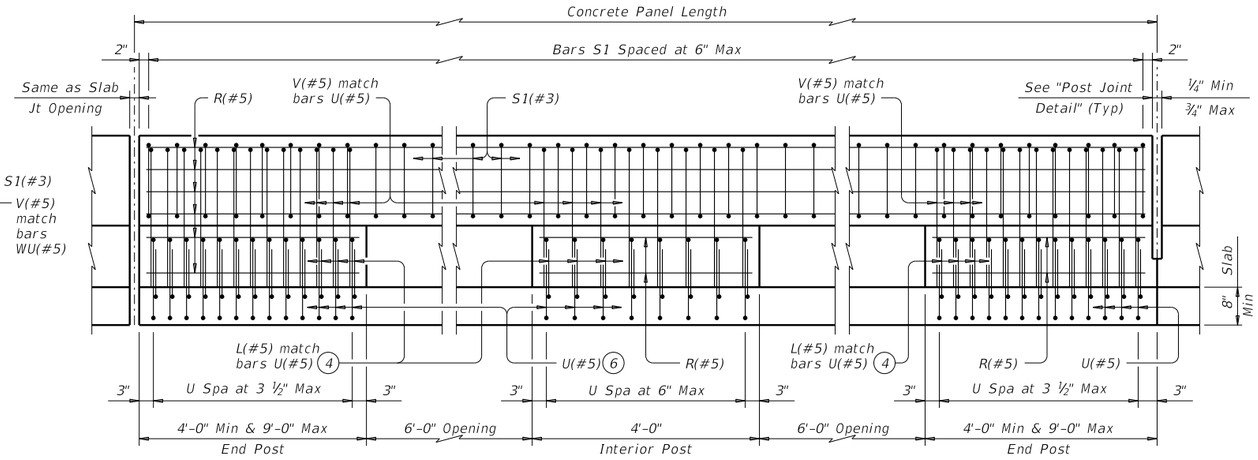


TERMINAL CONNECTION DETAILS



POST JOINT DETAIL

Provide at all interior bents without slab expansion joints.



AT SLAB EXPANSION JOINTS

AT 4' INTERIOR POST

AT BENTS WITHOUT SLAB EXPANSION JOINTS

ELEVATION SHOWING TYPICAL REINFORCING PLACEMENT

Showing rail on slab. Rail on box culvert similar.

(1) Terminal Connectors and associated hardware are to be paid for under the Item "Metal Beam Guard Fence". Attach Metal Beam Guard Fence Transitions to the bridge rail and extend along the embankment unless otherwise shown in the plans.

(2) Wingwall Length minus 5'-0" (Varies)

(3) Increase 2" for structures with overlay.

(4) Bars L(#5) are part of rail reinforcing and are included in unit price bid for railing. Space with Bars U. Bars L match slab bar cover. Bars L may be bundled with top slab reinforcing if spacing is equivalent.

(5) Bars SU1(#3), SU2(#3) and WU(#5) not shown for clarity.

(6) Substitute Bars U(#5) for Bars WU(#5) when parapet end is located on achorage curb over culvert top slab. Use Bars WU(#5) in culvert parallel wings.

Texas Department of Transportation

Bridge Division Standard

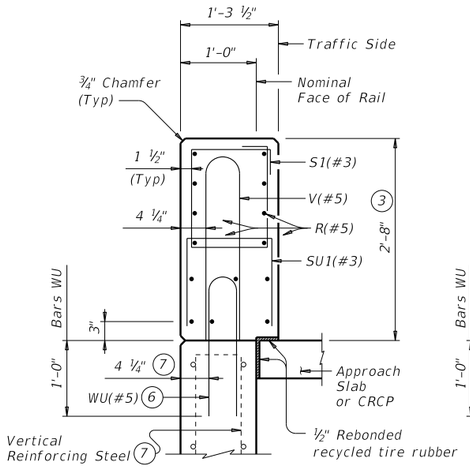
TRAFFIC RAIL

TYPE T223

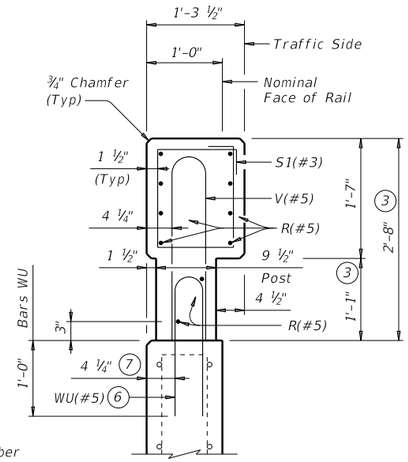
FILE: rlstd005-19.dgn	DN: TxDOT	CK: TxDOT	DW: JTR	CK: AES
©TxDOT September 2019	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY		SHEET NO.
				113B

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

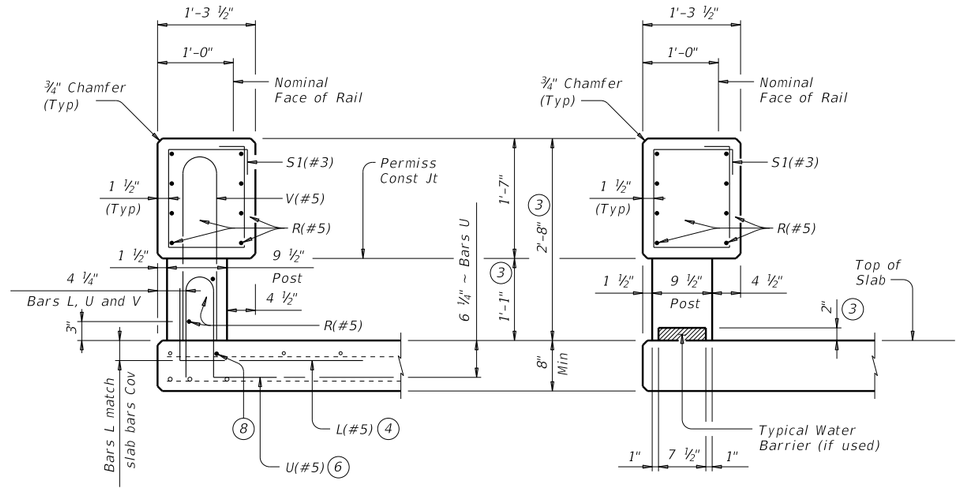
DATE:
FILE:



SECTION C-C
ON ABUTMENT WINGWALLS
OR CIP RETAINING WALLS



SECTION D-D
ON ABUTMENT WINGWALLS
OR CIP RETAINING WALLS

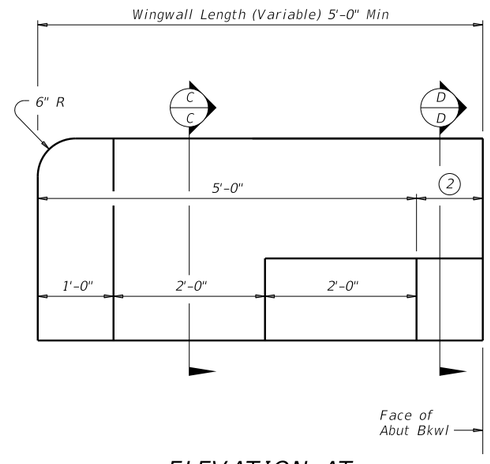


AT POST
ON BRIDGE SLAB

AT OPENING
ON BRIDGE SLAB

SECTIONS THRU RAIL

Sections on box culverts similar.



ELEVATION AT ABUTMENT WINGWALL

Box culvert parallel wings or rail anchorage curb similar.

CONSTRUCTION NOTES:

Face of rail and parapet must be vertical transversely unless otherwise shown in the plans or approved by the Engineer.

Provide water barriers at openings draining onto undercrossing roadways and sidewalks. They may be cast-in-place or precast in convenient lengths and bonded to the bridge deck with an approved epoxy cement.

Chamfer all exposed corners.

MATERIAL NOTES:

Provide Class "C" concrete. Provide Class "C" (HPC) if required elsewhere.

Provide Grade 60 reinforcing steel.

Epoxy coat or galvanize all reinforcing steel if slab bars are epoxy coated or galvanized.

Deformed Welded Wire Reinforcing (WWR) (ASTM A1064) of equal size and spacing may be substituted for Bars U, V, and WU unless noted otherwise. Provide the same laps as required for reinforcing bars.

Provide bar laps, where required, as follows:

Uncoated or galvanized ~ #5 = 2'-0"

Epoxy coated ~ #5 = 3'-0"

GENERAL NOTES:

This rail has been evaluated by full-scale crash test to meet MASH TL-3 criteria. This rail can be used for speeds of 50 mph and greater when a TL-3 rated guard fence transition is used. When a TL-2 rated guard fence transition is used, this rail can only be used for speeds of 45 mph and less.

Do not use this railing on bridges with expansion joints providing more than 5" movement.

Rail anchorage details shown on this standard may require modification for select structure types. See appropriate details elsewhere in plans for these modifications.

Shop drawings are not required for this rail.

Average weight of railing with no overlay is 358 plf.

Cover dimensions are clear dimensions, unless noted otherwise.
Reinforcing bar dimensions shown are out-to-out of bar.

(2) Wingwall Length minus 5'-0" (Varies)

(3) Increase 2" for structures with overlay.

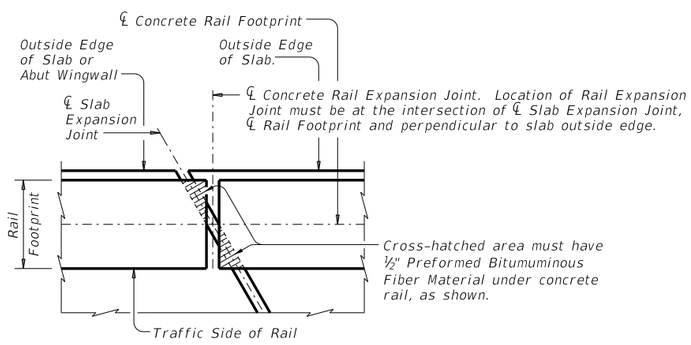
(4) Bars L(#5) are part of rail reinforcing and are included in unit price bid for railing. Space with Bars U. Bars L match slab bar cover. Bars L may be bundled with top slab reinforcing if spacing is equivalent.

(6) Substitute Bars U(#5) for Bars WU(#5) when parapet end is located on anchorage curb over culvert top slab. Use Bars WU(#5) in culvert parallel wings.

(7) When vertical reinforcing has closer clear cover over horizontal reinforcing in abutment wingwalls on traffic side of wall, move the horizontal wingwall/retaining wall reinforcing to the inside of Bars WU where bars conflict.

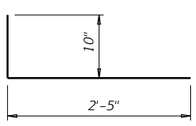
(8) Top longitudinal slab bar may be adjusted laterally 3" plus or minus to tie reinforcing.

(9) At the Contractor's option, Bars V may be replaced by extending Bars U to 2'-5 ¼" above the roadway surface without overlay.

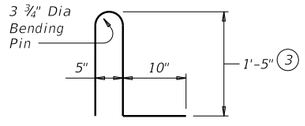


PLAN OF RAIL AT EXPANSION JOINTS

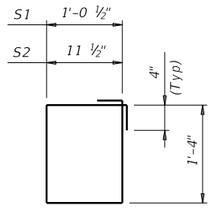
Example showing Slab Expansion Joints without breakbacks.



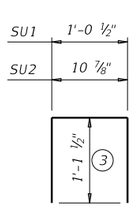
BARS L (#5)



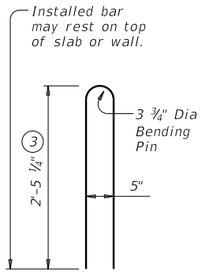
BARS U (#5) (9)



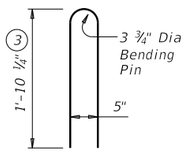
BARS S (#3)



BARS SU (#3)



BARS V (#5) (9)



BARS WU (#5)

SHEET 3 OF 3

Texas Department of Transportation

Bridge Division Standard

TRAFFIC RAIL

TYPE T223

FILE: rlstd005-19.dgn	DN: TxDOT	CK: TxDOT	DW: JTR	CK: AES
©TxDOT September 2019	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				113C

Commissioners Court - Regular Session **38.**

Meeting Date: 12/13/2022

22IFB39 - CR 111 Westinghouse Rd Change Order #8 (Developer Sleeves)

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. 8 in the amount of $276,200.00 for Project 22IFB39 CR 111 Westinghouse Rd. (Capital Excavation) P: 292 Funding Source: Road Bond.

Background

This Change Order provides payment to the Contractor for additional work requested by an adjacent Developer. MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

Multiple items will be added by this Change Order. Please see attached Change Order.

This Change Order results in an increase of $276,200.00 to the Contract amount, for an adjusted Contract total of $22,109,759.18. The original Contract amount was $21,024,332.88. As a result of this and previous Change Orders, $1,085,426.30 has been added to the Contract, resulting in an 5.16% increase in the 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

22IFB39 - CR 111 Westinghouse Rd - CO#8

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/08/2022 09:40 AM
Form Started By: Julissa Vasquez		Started On: 12/05/2022 08:04 AM
Final Approval Date: 12/08/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 8

1. CONTRACTOR: **Capital Excavation**

2. Change Order Work Limits: Sta. **88+00** to Sta. **95+00**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **4B** (3 Max. - In order of importance - Primary first)

Project:	***221FB39***
Roadway:	***FM 1460 - SH 130***
CSJ Number:	

5. Describe the work being revised:

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

6. Work to be performed in accordance with Items: **See Attached.**

7. New or revised plan sheet(s) are attached and numbered: **MBC Sheets: 3 and 49**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 12.1.22

By

Typed/Printed Name V. P.

Typed/Printed Title JF CHESNEY

The following information must be provided

Time Ext. #: _____ Days added on this CO: **0**

Amount added by this change order: **$276,200.00**

RECOMMENDED FOR EXECUTION:

Project Manager — 12/2/2022 Date

N/A
Design Engineer Date

Program Manager — 12/22/2022 Date

Design Engineer's Seal:

see attached plan sheets

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: *8* ***Project #*** *221FB39*

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
999-DEV1	12IN STEEL CASING (OPEN CUT)	LF	$161.00	0.00	$0.00	200.00	200.00	$32,200.00	$32,200.00
999-DEV2	12IN STEEL CASING (BORED)	LF	$543.00	0.00	$0.00	200.00	200.00	$108,600.00	$108,600.00
999-DEV3	24IN STEEL CASING (OPEN CUT)	LF	$364.00	0.00	$0.00	100.00	100.00	$36,400.00	$36,400.00
999-DEV4	24IN STEEL CASING (BORED)	LF	$890.00	0.00	$0.00	100.00	100.00	$89,000.00	$89,000.00
464-DEV1	RC PIPE (CL III) (24IN)	LF	$100.00	0.00	$0.00	100.00	100.00	$10,000.00	$10,000.00
TOTALS					$0.00			$276,200.00	$276,200.00

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

CR 111 Westinghouse Rd
Williamson County Project No. 22IFB39
Change Order No. 8

Reason for Change

This Change Order provides payment to the Contractor for additional work requested by an adjacent Developer. It was communicated to the Developer that they could use the County's roadway Contractor to install additional sleeves. The Contractor agreed to install the sleeves through the current Contract. The Developer Agreement was amended to include the installation of the additional sleeves and the Developer has paid Williamson County via a direct wire transfer.

The following is a list of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-DEV1	12IN STEEL CASING (OPEN CUT)	200	LF
999-DEV2	12IN STEEL CASING (BORED)	200	LF
999-DEV3	24IN STEEL CASING (OPEN CUT)	100	LF
999-DEV4	24IN STEEL CASING (BORED)	100	LF
464-DEV1	RC PIPE (CL III) (24IN)	100	LF

This Change Order results in an increase of $276,200.00 to the Contract amount, for an adjusted Contract total of $22,109,759.18. The original Contract amount was $21,024,332.88. As a result of this and previous Change Orders, $1,085,426.30 has been added to the Contract, resulting in an 5.16% increase in the Contract cost. As a result of this Change Order, (0) days will be added to the Contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 17

Date: 9/28/2022

QuoteTo: Chuck Evans
HNTB CORPORATION

Project: CR 111 / 110 (1024)
Capital Project #: 1024
Description: Added Casing Sleeves and RCP for future MBC Development

Item	Description	Quantity	Unit	Unit Price	Amount
CO	12" Steel Casing (Open Cut)	200.00	LF	161.00	32,200.00
CO	12" Steel Casing (Bored)	200.00	LF	543.00	108,600.00
CO	24" Steel Casing (Open Cut)	100.00	LF	364.00	36,400.00
CO	24" Steel Casing (Bored)	100.00	LF	890.00	89,000.00
464-6005	RC PIPE (CL III) (24 IN)	100.00	LF	100.00	10,000.00
GRAND TOTAL					276,200.00

Scope: Price to install 12" and 24" casing both open cut and bored, as well as 24" RCP for the future MBC development.

Capital Excavation Requests an additional : TIA day(s)

Commissioners Court - Regular Session **39.**

Meeting Date: 12/13/2022

T5045 - CR 404 Hutto Water Line Realignment Change Order #5 (Line Stop & 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. 5 in the amount of ($155,246.74) for Project T5045 Hutto Water Line Realignment (Austin Underground, Inc.) P: 390 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 also adds line stops, gate valves, and open cutting for encasement to allow for an easier transition from the old water line to the new water line.

This Change Order also adds an additional sixty-six (66) days to the Contract. The additional time was necessary to account for the time it takes to fuse of the HDPE pipe, installing a temporary bypass water line at CR 401, and for the permanent relocation of the Jonah water line on CR 401.

Multiple items will be added by this Change Order. Please see attached Change Order.

This Change Order results in a net decrease of $155,246.74 to the Contract amount, for an adjusted Contract total of $3,272,064.42. The original Contract amount was $2,897,639.00. As a result of this and all Change Orders to-date, $374,425.42 has been added to the Contract, resulting in an 12.92% net increase in the overall Contract cost. As a result of this Change Order, sixty-six (66) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T5045-CR 404 Hutto Water Line Realignment CO#5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/08/2022 09:40 AM
Form Started By: Julissa Vasquez		Started On: 12/07/2022 07:25 AM
Final Approval Date: 12/08/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

1. CONTRACTOR: **Austin Underground, Inc.**

2. Change Order Work Limits: Sta. **10+00** to Sta. **136+51**

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:	***T5045***
Roadway:	**CR 404**
CSJ Number:	

5. Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforseeable)(Item 9). 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 also adds line stops, gate valves, and open cutting for encasement to allow for an easier transition from the old water line to the new water line.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: **C-301 and C-338**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 12-6-22

By

Typed/Printed Name Valentin J Gomez, Jr

Typed/Printed Title Sr Project Manager

The following information must be provided

Time Ext. #: **1** Days added on this CO: **66**

Amount added by this change order: **($155,246.74)**

RECOMMENDED FOR EXECUTION:

12/6/2022
Project Manager Date

N/A
Design Engineer Date

12/6/2022
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: 5 ***Project # T5045***

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
CIP 11.06.B	Trench Excavation Safety Protection Systems (All Depths)	LF	$1.00	14,318.00	$14,318.00	563.00	14,881.00	$14,881.00	$563.00
G6.09.A-SF	Silt Fence	LF	$3.00	15,792.00	$47,376.00	(6,713.00)	9,079.00	$27,237.00	($20,139.00)
G.09.B	Stabilized Construction Entrance	EA	$1,400.00	5.00	$7,000.00	(1.00)	4.00	$5,600.00	($1,400.00)
G7.09	Broadcast Seeding	SY	$1.00	61,831.00	$61,831.00	(11,837.00)	49,994.00	$49,994.00	($11,837.00)
SS.W3.21.A16	Valves, Insertion, 16" Dia. Including cost of installation on active water line, Complete in Place.	EA	$45,000.00	2.00	$90,000.00	(2.00)	0.00	$0.00	($90,000.00)
999-WC01	Force Account	DOL	$1.00	25,000.00	$25,000.00	(25,000.00)	0.00	$0.00	($25,000.00)
501S-36	Jacking or Boring, 36-inch steel pipe, ASTM 134	LF	$775.00	789.00	$611,475.00	(293.00)	496.00	$384,400.00	($227,075.00)
545-6005	Crash Cushion Atten (Remov)	EA	$1,225.00	4.00	$4,900.00	(4.00)	0.00	$0.00	($4,900.00)
545-6019	Crash Cushion Atten (Instal)(S)(N)(TL3)	EA	$8,800.00	4.00	$35,200.00	(4.00)	0.00	$0.00	($35,200.00)
J106-01	4-inch C-900 DR-18 PVC pipe and fittings, with tracer wire; installed	LF	$58.91	1,372.00	$80,824.52	95.00	1,467.00	$86,420.97	$5,596.45
J106-08	4-inch gate valves, box, marker; installed	EA	$2,100.00	9.00	$18,900.00	2.00	11.00	$23,100.00	$4,200.00
J106-15	Trench safety system design and implementation	LF	$2.50	2,254.00	$5,635.00	95.00	2,349.00	$5,872.50	$237.50
J106-20	16" Gate Valve & Appurtences	EA	$14,240.12	0.00	$0.00	2.00	2.00	$28,480.24	$28,480.24
J106-21	16" Line Stop	EA	$17,591.86	0.00	$0.00	2.00	2.00	$35,183.72	$35,183.72
J106-22	Open Cut 36" Steel Casing	LF	$330.45	0.00	$0.00	563.00	563.00	$186,043.35	$186,043.35
TOTALS					$1,002,459.52			$847,212.78	($155,246.74)

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

CR 404 Hutto Water Line
Williamson County Project No. T5045

Change Order No. 5
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 also adds line stops, gate valves, and open cutting for encasement to allow for an easier transition from the old water line to the new water line.

This Change Order also adds an additional sixty-six (66) days to the Contract. The additional time was necessary to account for the time it takes to fuse of the HDPE pipe, installing a temporary bypass water line at CR 401, and for the permanent relocation of the Jonah water line on CR 401.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
J106-19	16” Gate Valve & Appurtenances	2	EA
J106-20	16” Line Stop	2	EA
J106-21	Open Cut 36” Steel Casing	507	LF

This Change Order results in a net decrease of $155,246.74 to the Contract amount, for an adjusted Contract total of $3,272,064.42. The original Contract amount was $2,897,639.00. As a result of this and all Change Orders to-date, $374,425.42 has been added to the Contract, resulting in an 12.92% net increase in the overall Contract cost. As a result of this Change Order, sixty-six (66) days will be added to the contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

J106-20

PROJECT: Hutto 24" Waterline Relocation - CR 404 I.D. #: T5045

ITEM NUMBER/DESC.: Jonah CR 401 - 16" Gave Valve & 16" Line Stop
Date Prepared: August 18, 2022

ITEM / DESCRIPTION	QTY	UNIT	UNIT COSTS LABOR	EQUIP	MATERIAL	SUBCT.	O.T. Factor	Other	TOTAL COSTS LABOR	EQUIP	MATERIALS	SUBCT.	Other
16" Gate Valve													
LABOR													
Superintendent	12	HR	$ 40.00				1.22		$ 585.60				
Foreman	12	HR	$ 30.00				1.22		$ 439.20				
Operator	12	HR	$ 26.00				1.22		$ 380.64				
Utility Laborer (4)	48	HR	$ 21.00				1.22		$ 1,229.76				
EQUIPMENT													
Backhoe	12	HR		$ 69.11						$ 829.32			
Excavator	12	HR		$ 112.36						$ 1,346.32			
Foreman Pickup	24	HR		$ 50.00						$ 1,200.00			
Crew Pickup	12	HR		$ 50.00						$ 600.00			
Materials													
16" Gate Valves & Appurtenances	2	EA			$ 7,393.53						$ 14,787.06	$ -	
Thrust Blocks	10	CY			$ 120.00						$ 1,200.00	$ -	
											$ -	$ -	
											$ -	$ -	
											$ -	$ -	
Rangeline													
	0	Ea										$ -	
												$ -	
											$ -		
Other:													
Trucking	6	HR						$110.00					$ 660.00
													$ -
TOTALS									$ 2,635.20	$ 3,977.64	$ 15,987.06	$ -	$ 660.00

Total Labor				$ 2,635.20		
Total Equipment				$ 3,977.64		
Total Materials				$ 15,987.06		
Total Subcontract				$ -		
Other				$ 660.00	$ 23,259.90	$ 23,259.90
Labor Burden	$ 2,635.20	@	55%	$ 1,449.36		
Labor OH&P	$ 2,635.20	@	~~25%~~ 15%	$ ~~658.80~~	395.28	
Equipment OH&P	$ 3,977.64	@	~~25%~~ 15%	$ ~~994.41~~	596.65	
Material OH&P	$ 15,987.06	@	~~25%~~ 15%	$ ~~3,996.77~~	2,398.06	
Subcontract OH&P	$ -	@	5%	$ -		
Other OH&P	$ 660.00	@	~~25%~~ 15%	$ 99.00 ~~165.00~~	$ ~~7,264.34~~	4,938.35
			Subtotal	$ ~~30,524.24~~	$ ~~30,524.24~~	28,198.25
Bid Items:						
			Bid Items Total	$ -		
Bond to be adjusted at end of project	~~$ 30,524.24~~ 28,198.25	@	~~2%~~ 1%	$ ~~610.48~~ 281.98		
Net Increase			TOTAL	$ ~~31,134.72~~	28,480.23	
16" Gate Valve	2	EA		$ ~~15,567.36~~	14,240.12	

FERGUSON WATERWORKS

FERGUSON ENTERPRISES, LLC
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626
Phone: 512-930-2262
Fax: 512-930-2388

Deliver To:
From: John McNeill
Comments:

10:12:57 AUG 03 2022

FERGUSON WATERWORKS #1106
Price Quotation
Phone: 512-930-2262
Fax: 512-930-2388

Bid No: B488135
Bid Date: 08/03/22
Quoted By: JBM

Cust Phone: 512-535-3285
Terms: NET 10TH PROX

Customer: AUSTIN UNDERGROUND INC
PO BOX 5650
2115 - WATERLINE
WATERWORKS ACCT
LAGO VISTA, TX 78645-5650

Ship To: AUSTIN UNDERGROUND INC
PO BOX 5650
2115 - WATERLINE
WATERWORKS ACCT
LAGO VISTA, TX 78645-5650

Cust PO#: LINESTOP

Job Name: 2115 - WATERLINE

Item	Description	Quantity	Net Price	UM	Total
AFC2516MMLAOL	16 DI MJ RW OL GATE VLV L/A	2	6482.480	EA	12964.96
SSLCE16	16 PVC WDG REST GLND *ONELOK	4	300.270	EA	1201.08
IMJBGP16	16 MJ C153 BLT GSKT PK L/ GLAND	4	65.060	EA	260.24
PSVB562SW	2PC SCRW 16T/24B COMP CI VLV BX WTR	2	105.000	EA	210.00
E17817	3 VLV STEM EXT AUSTIN STYLE	2	75.390	EA	150.78

Net Total:	$14787.06
Tax:	$0.00
Freight:	$0.00
Total:	$14787.06

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1254&on=51415

J106-21

PROJECT: Hutto 24" Waterline Relocation - CR 404 **I.D. #:** T5045

ITEM NUMBER/DESC.: Jonah CR 401 - 16" Gave Valve & 16" Line Stop

Date Prepared: August 18, 2022

ITEM / DESCRIPTION	16" Lines Stop	QTY	UNIT	UNIT COSTS LABOR	EQUIP	MATERIAL	SUBCT.	O.T. Factor	Other	TOTAL COSTS LABOR	EQUIP	MATERIALS	SUBCT.	Other
LABOR														
Superintendent		18	HR	$ 40.00				1.22		$ 878.40				
Foreman		18	HR	$ 30.00				1.22		$ 658.80				
Operator		12	HR	$ 26.00				1.22		$ 380.64				
Utility Laborer (4)		72	HR	$ 21.00				1.22		$ 1,844.64				
										$ -				
EQUIPMENT														
Backhoe		18	HR		$ 69.11						$ 1,243.98			
Excavator		12	HR		$ 112.36						$ 1,348.32			
Foreman Pickup		18	HR		$ 50.00						$ 900.00			
Crew Pickup		18	HR		$ 50.00						$ 900.00			
Materials														
		0	EA									$ -	$ -	
Thrust Blocks		8	CY			$ 120.00						$ 960.00	$ -	
												$ -	$ -	
												$ -	$ -	
												$ -	$ -	
Reroeline														
16" Line Stop		2	Ea				$ 10,250.00						$ 20,500.00	
													$ -	
												$ -		
Other:														
Trucking		6	HR						$ 110.00					$ 660.00
														$ -
TOTALS										$ 3,762.48	$ 4,392.30	$ 960.00	$ 20,500.00	$ 660.00

Total Labor			$ 3,762.48		
Total Equipment			$ 4,392.30		
Total Materials			$ 960.00		
Total Subcontract			$ 20,500.00		
Other			$ 660.00	$ 30,274.78	$ 30,274.78
Labor Burden	$ 3,762.48	@ 55%	$ 2,069.36		
Labor OH&P	$ 3,762.48	@ ~~25%~~ 15%	$ ~~940.62~~	564.37	
Equipment OH&P	$ 4,392.30	@ ~~25%~~ 15%	$ ~~1,098.08~~	658.85	
Material OH&P	$ 960.00	@ ~~25%~~ 15%	$ ~~240.00~~	144.00	
Subcontract OH&P	$ 20,500.00	@ 5%	$ 1,025.00		
Other OH&P	$ 660.00	@ ~~25%~~ 15%	$ 99.00 ~~165.00~~	$ ~~5,538.06~~	4,560.58
		Subtotal	$ ~~35,812.14~~	$ ~~35,812.84~~	34,835.36
Bid Items:		Bid Items Total	$ -		
	34,835.36	1%	348.35		
Bond to be adjusted at end of project	$ ~~35,812.84~~	@ ~~2%~~	$ ~~716.26~~		
Net Increase		TOTAL	$ ~~36,528.10~~	35,183.71	
	16" Line Stope	2 EA	$ ~~18,264.05~~	17,591.86	

RANGELINE
LINE STOPPING • HOT TAPPING • VALVE INSERTIONS
"Your #1 Choice for Excellence in Service"

Quote Number
RTS22-6356TR

July 27, 2022

Quote No. RTS22-6356TR

Please Return Signed Quote To Schedule

Austin Underground
valentin@austin-underground.com
Attn: Valentin
Phone: (512) 535-3285

Re: (2) 16" Single Line Stops – CR-404 Hutto Waterline – Hutto, Texas

Rangeline Tapping Services, Inc. will provide Epoxy Coated Line Stop fittings with Stainless Steel hardware, unless otherwise specified and perform the following:

Unit	Size	Pipe Type	Single Line Stop Water Main (80 PSI or less)	TOTAL	Line Stop Equipment Overnight charges After 7PM on 2nd Calendar Day "When Equipment is on the Pipe"
2	16"	DIP	$10,250.00 Each	**$20,500.00**	$1,000.00 Per day, per single line stop

Note: Rangeline cannot guarantee a 100% shutdown due to debris, mineral deposits, solids and/or sediments in the pipe.

Prices are based on the following below:

- Please allow 7 - 14 days notice for scheduling **after receipt of materials** to ensure availability. Projects that require shorter lead times may incur additional charges
- **AC/CIP pipe applications contractor must encase each line stop fitting in concrete.**
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Price does not include "Sales Tax" on supplied material.
- Rangeline may require a pre-construction meeting prior to scheduling any services.
- **Normal daytime hours (7:00AM- 7:00 PM CST) Monday through Friday. Technician(s) will have a $250.00 per hour after hours charge, portal-to-portal. Additional Expenses will be charged at our cost plus 20%.**
- **Rangeline will allow (1) Mobilizations/De-Mobilizations to the job-site per single line stop. Additional trips will be $1,500.00 per trip. Mobilization charges are applied when the technician leaves the shop or job-site to start or after completion of the project.**
- **If Rangeline arrives at the jobsite to perform scheduled work that does not get performed, through no fault of Rangeline Tapping Services, an additional trip charge will be charged regardless of the number of Mobilizations allowed for the scheduled work.**
- **Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee, please refer to Terms and Conditions #13 (Page 4). This includes weather related cancellations.**
- **Rangeline will allow each Line Stop to be left in place for (2) day(s) or less. Each additional day will be charged as noted above including weekends. Limited to no more than 14 days from original quoted scope. Any days needed past the 14th additional day will require an approved changed notice before proceeding or equipment will have to be removed on the 14th day. The Change Order must be received by Rangeline prior to the 14th day.**
- **Stand-by charges will be billed at $175.00 per hour / per technician during normal daytime hours and $250.00 per hour / per technician during after hours.**
- **Stand-by charges for equipment on the truck from portal-to-portal at $1,000.00/per day.**

J106-22

Eddie R. Church

From: Valentin Gomez <valentin@austin-underground.com>
Sent: Wednesday, July 27, 2022 4:52 PM
To: Kyle McCoy
Cc: 70391_CR401_CR404; Oscar Salazar-Bueno; Steven Shull; Bruce Williams; omar austin-underground.com; tony austin-underground.com; rick austin-underground.com; Eddie R. Church
Subject: RE: Open cut pricing

Kyle

The price for Open Cut 36" Steel Casing is $330.45/LF

This is for the following locations.

1. Sta 24+89.81 to 25+72.87 Line C
2. Sta 46+42.45 to 47+48.77 Line B
3. Sta 53+24.72 to 53+71.35 Line B
4. Sta 54+53.97 to 54+97.69 Line B
5. Sta 62+97.48 to 63+10.48 Line B
6. 3 Driveway @ 70' each Line D
7. Includes Flex-base backfill and Hotmix @ Trench Pavement Repair Only at the two Paved driveways

Let me know if you need any additional information.

Valentin J. Gomez, Jr.
Austin Underground,Inc
Senior Project Manager
valentin@austin-underground.com
325-226-8220

From: Kyle McCoy <klmccoy@HNTB.com>
Sent: Monday, July 25, 2022 5:02 PM
To: Valentin Gomez <valentin@austin-underground.com>
Cc: 70391_CR401_CR404 <70391_CR401_CR404@hntb.mail.onmicrosoft.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Steven Shull <sshull@HNTB.com>; Bruce Williams <bruwilliams@HNTB.com>; omar austin-underground.com <omar@austin-underground.com>
Subject: Open cut pricing

Valentin,

Will you please submit a price for open cut placement of casing?

I spoke with Steven and Oscar and it looks like 10' extra for casing will work for the FM 973 bore.

Also, I was told that HNTB will pay for the survey of the FM 973 area. AU will still be responsible for the potholing.

Regards,

Commissioners Court - Regular Session **40.**

Meeting Date: 12/13/2022

RM 2243 BGE PSA Amendment #3

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. 3 to the RM 2243 (183A to SW Bypass) contract between Williamson County and BGE, Inc. relating to the 2019 Road Bond Program.
Project: P326 Funding Source: Road Bonds

Background

This item amends the RM 2243 contract Exhibit D - Rate Schedule to add HDR Engineering, Inc. as a sub-consultant, so they may assist in the TxDOT requested VE Study. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RM2243-BGE-PSAAmendment#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/08/2022 10:57 AM
Form Started By: Marie Walters		Started On: 12/07/2022 05:35 PM
Final Approval Date: 12/08/2022		

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: RM 2243 ("Project")

THIS CONTRACT AMENDMENT NO. 3 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 BGE, 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 January 14, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $6,700,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Rate Schedule.

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

Eric Busker, PE
Printed Name

Director
Title

12/06/2022
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

12/8/2022

EXHIBIT D - RATE SCHEDULE

RM 2243

BGE, Inc.	Approved January 14, 2020
CATEGORY	**RATE**
Principal/ Director	$290.00
Senior Project Manager	$235.00
QC Manager	$270.00
Senior Engineer	$220.00
Project Engineer	$195.00
Graduate Engineer	$130.00
Senior Design Technician	$164.00
Design Technician	$120.00
Senior CADD Technician	$110.00
CADD Technician	$80.00
Environmental QA/QC Manager	$235.00
Environmental Task Leader	$190.00
GIS Technician	$110.00
Environmental Scientist	$125.00
Survey RPLS	$190.00
Survey Technician	$105.00
Survey Field Crew	$170.00
Survey Field Crew	$200.00
Clerical	$85.00
ROW Documents (Per Parcel)	$5,800.00

Approved January 14, 2020

DIRECT EXPENSES (All Consultants)	
Standard Postage (Current Postal Rate)	Current Rate
Overnight Mail -letter size	At Cost
Overnight Mail – oversized box	At Cost
Courier Services	At Cost
Certified Letter Return Receipt	At Cost
Photocopies B/W (8.5x11)	$0.15
Photocopies B/W (11x17)	$0.25
Photocopies Color (8.5x11)	$0.75
Photocopies Color (11x17)	$1.25
Foam Board Exhibit (36x48)	$100.00
Color Graphics on Foam Board	$18.00
Presentation Boards – up to 48”x60” color mounted	$200.00
Outside Printing – Reports (includes labor and supplies)	$50.00
Report Binding and Tabbing (includes labor and supplies)	$15.00
Reproduction of CD/DVD	$5.00
CD’s/DVD’s	$1.00
Cardstock Color (8.5”x11”)	$0.50
Notebooks	$10.00
4:x5: Digital Color Print	$0.50
Bond Paper Plot (Blueline/Blackline)	$.25
Card Stock Color (8.5x11)	$1.10
Blueline Prints (23x36)	$0
Plots (B/W on Bond)	$1.00
Plots (Color on Bond)	$2.50
Plots (Color on Photographic Paper)	$9.00
Laminations	$5.00
Lodging/ Hotel (Taxes/fees not included)	Per Vendor Reimbursement Policy
Lodging/Hotel (Taxes and fees)	Per Vendor Reimbursement Policy
Meals (excluding alcohol & tips)	Per Vendor Reimbursement Policy
Mileage	Current Rate
Rental Car (includes taxes and fees; insurance cost will not be reimbursed)	Per Vendor Reimbursement Policy

Toll Charges	Per Vendor Reimbursement Policy
Air Travel	Per Vendor Reimbursement Policy
Oversize, special handling or extra baggage airline fees	At Cost
Parking	Per Vendor Reimbursement Policy
Rental Car Fuel	Per Vendor Reimbursement Policy
Taxi/Cab Fare	Per Vendor Reimbursement Policy
Materials and Shipping	$35.00
Historical Aerial Images (Photographs, Negatives, Maps)	$125.00
Aerial Photographs (1" = 5' scale)	$125.00
Tx Parks and Wildlife Data Request Fees	At Cost
FEMA FIS Backup Data Request	$400.00
FEMA Maps	$25.00
Hazardous Materials Database Search	$750.00
Curator (Drawer & Tx Archaeological Research Lab for artifacts & reports	$2,250.00
Maps and Map Records	$100.00
Environmental Database Search	$900.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc)	$40.00
TARL Curation Fee	$500.00
Property Record Fees (Courthouse and Courthouse Direct Record Fees)	$50.00
Noise Meter Rental	$100.00
Railroad – Flagger (service provided by RR)	$125.00
Railroad – Insurance in addition to STD minimum Required (Minimum coverage of $1 Million required by RR	$3,500.00
Railroad – Permit	$2,500.00
Railroad – Safety Training (if required – Heavy Rail Safety Training Certificate, includes classroom training and employee certification card)	$400.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Small Project (includes labor, equipment and fuel)	$2,300.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Medium Project (includes labor, equipment and fuel)	$2,850.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Large Project (includes labor, equipment and fuel)	$3,500.00

Attenuator trucks (lane/shoulder closure) (includes labor, equipment and fuel	$550.00
Attenuator trucks (no lane closures) (includes labor, equipment and fuel)	$400.00
Flashing Arrow Board	$300.00
Portable Message Board	$350.00
Law Enforcement/Uniform Officer with Vehicle	At Cost
Geosearch Data Report	$1,000.00
GPS Daily Rental	$50.00
GPS Receiver (rates applied to actual time GPS units are in use)	$50.00
Hydrographics Sonar Equipment	$1,000.00
Maps Records	$6.00
Certified Deeds Copies	$5.00
GPS RTK (rates applied to actual time GPS units are in use)	$30.00
GPS Static (rates applied to actual time GPS units are in use)	$30.00
Fathometer	$100.00
Type II ROW Monument – Excavated/Drilled rocks, rocky soil. 2-4 inch depth (includes crew time, equipment, materials, rentals & labor). Brass Marker supplied by TxDOT	$240.00
Type II ROW Monument – Poured 2-3 Feet (includes One Call, crew time equipment, materials, rental, labor) Brass Marker supplied by TxDOT	$290.00
Noise Meter Rental	$800 Per Each
Hazardous Materials Database Search	$1,480 Per Each

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, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the

Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D - RATE SCHEDULE

RM 2243

Approved January 14, 2020

AmaTerra Environmental, Inc.	
CATEGORY	**RATE**
Principal	$251.00
Project Manager	$145.00
Historical Architect/Historian IV	$143.00
Historical Architect/Historian III	$119.00
Historical Architect/Historian II	$89.00
Historical Architect/Historian I	$68.00
Archeologist VI/Sr. Principal Investigator (PI)	$131.00
Archeologist V/Associate PI	$96.00
Archeologist IV/Field Director	$94.00
Archeologist III/Project Archeologist	$85.00
Archeologist II/Crew Chief	$74.00
Archeologist I/Field Technician	$67.00
GIS Specialist	$109.00
GIS Technician	$76.00
Admin/Doc Production Supvr	$86.00
Editor	$77.00
Clerical	$56.00

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Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D - RATE SCHEDULE

RM 2243

Approved January 14, 2020

Binkley and Barfield, Inc.	
CATEGORY	**RATE**
Principal	$285.00
Sr Project Manager	$260.00
Sr Engineer	$201.00
Project Engineer	$170.00
Design Engineer	$145.00
EIT	$130.00
Production Manager	$213.00
Sr CADD /Designer	$141.00
CADD/Designer	$127.00
CADD Technician	$104.00
Sr. Clerical / Administrator / Document Specialist / Recordkeeper	$89.00
Clerical / Administrator	$83.00
3D Modeling (Per day)	$810.00

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EXHIBIT D - RATE SCHEDULE

RM 2243

Corsair	Approved January 14, 2020
CATEGORY	**RATE**
Principal	$271.00
Senior Project Manager	$271.00
Project Manager	$240.87
Senior Engineer	$180.66
Project Engineer	$165.59
Design Engineer	$143.01
Engineer In Training	$105.37
Senior Engineer Tech	$82.80
Engineer Tech	$46.97
Admin/Clerial	$72.28
DIRECT EXPENSES	
Mobilization and Demobilization (LS)	$500
Support Vehicle (per day)	$250
Soil Drilling and Sampling (Cohesive soils): Continuous in the upper 10 ft and at 5ft intervals thereafter. Spt samples in granular soils. (per foot)	$28
Rock Coring (per foot)	$42
TCP Tests (at 5ft intervals) (ea)	$15
Backfill with soil cuttings/grouting with Bentonite chips (per foot)	$8
Per Diem (each 2-person drilling crew)	Per Vendor Reimbursement Policy
Moisture Content (ASTM D2216) ea	$10
Atterberg Limits (ASTM 4318) ea	$80
Percent Passing No. 200 Sieve (ASTM D1140) ea	$42
Sieve Analysis (ASTM D4222) ea	$95
Unconfined Compressive - Soil (ASTM D2166) ea	$70
Unconfined Compressive - Rock (ASTM 7012) ea	$75
Consolidated - Undrained Compression Test with Pore Pressure, Muliti-sample, 3 per failure envelope (includes DUW & Stress-Strain Curves) ASTM4767 ea	$1400
Consolidation, Incremental Loading (ASTM 2435) ea	$500

Corrosion Suite (Sulfates, Chlorides, and PH) ea	$175
Resilent Modulus (RM), Minimum of 4 tests ea	$650
Standard Proctor (ASTM 698) ea	$250
Utility Locates (per boring) ea	$25
Traffic Control (per boring) ea	$2300
Sample Storage (per month)	$500
California Bearing Ratio (Single sample without MD Curve)- ASTM D1883 (pereach)	$350.00
Concrete / AC Patch- (per patch)	$200.00
Determine Chloride and Sulfate and Sulfate Content in Soils Tex-620-J (per each)	$550.00
Approved October 25, 2022	

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New Sub-Consultant
Rate Sheet

EXHIBIT D - RATE SCHEDULE

RM 2243

HDR Engineering, Inc.	
CATEGORY	**RATE**
Project Manager	$280.00
Senior QC Reviewer	$280.00
Value Engineering Facilitator	$271.00
Value Engineering Assistant	$95.00
Admin/Clerical	$85.00

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EXHIBIT D - RATE SCHEDULE

RM 2243

Inland Geodetics	Approved January 14, 2020
CATEGORY	**RATE**
RPLS Project Manager	$203.46
RPLS Task Leader	$155.58
Senior Survey Tech	$113.70
Survey Tech	$104.72
Senior GIS Operator	$113.70
GIS Operator	$92.75
GIS Technician	$83.78
Flagger	$56.85
Abstractor	$68.82
Survey Field Crew (1-Person)	$105.00
Survey Field Crew (2-Person)	$160.00
Survey Field Crew (3-Person)	$180.00
Survey Field Crew (4-Person)	$205.00
ROW Documents (Per Parcel)	$5,800.00

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EXHIBIT D - RATE SCHEDULE

RM 2243

JMT	Approved January 14, 2020
CATEGORY	**RATE**
Senior Advisor	$235.00
Senior Project Manager	$225.00
Senior Professional 2	$210.00
Senior Professional 1	$185.00
Professional 2	$160.00
Senior Engineering Technician	$155.00
Professional 1	$125.00
Engineering Technician	$120.00
Admin/Clerical	$68.00

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EXHIBIT D - RATE SCHEDULE

RM 2243

RPS	Approved January 14, 2020
CATEGORY	**RATE**
Principal	$300
Project Director	$280
Senior Project Manager	$230
Project Manager	$180
Senior Project Engineer	$170
Senior Designer	$150
Project Engineer	$140
Associate Engineer	$110
Designer/CAD Tech	$100
Environmental Department Manager	$284
Senior Environmental Planner	$267
Environmental Scientist	$153
Environmental Planner I	$105
Environmental Planner II	$117
Environmental Planner III	$216
Senior Biologist	$252
Biologist	$180
Project Accountant	$100
Project Administrator	$90
Administrative Assistant	$80

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SURVEYING SERVICES:	
Principal	$215.00 per hour
RPLS Project Manager	$175.00 per hour
RPLS Task Leader	$158.00 per hour
Senior Survey Technician	$98.00 per hour
Survey Technician	$89.00 per hour
2-Person Survey Crew	$140.00 per hour
3-Person Survey Crew	$165.00 per hour
Administration / Clerical Support	$68.00 per hour
SURVEY EQUIPMENT:	
GPS Receiver	$25.00 per hour
ATV or Utility Vehicle	$75.00 per day
GEOSPATIAL SERVICES:	
Principal	$215.00 per hour
Senior Project Manager	$205.00 per hour
Project / Acquisition Manager	$165.00 per hour
Pilot	$130.00 per hour
Two (2) Person UAS Crew – Unmanned Pilot & Observer	$195.00 per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	$325.00 per hour
Photogrammetrist / Project Lead	$115.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician	$98.00 per hour
LiDAR / Photogrammetry Technician	$95.00 per hour
GEOSPATIAL EQUIPMENT:	
Aerial LiDAR System 1560I (Equipment Only)	$1300.00 per hour
Aerial LiDAR System HARRIER 68I (Equipment Only)	$700.00 per hour
Mobile Mapping System	$750.00 per hour
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	$200.00 per hour
HDS Laser Scanner	$100.00 per hour
High Rail Equipped Vehicle	$10.00 per hour
Weather Station	$10.00 per hour
Oblique HD Camera System – Manned Aircraft	$30.00 per hour
Video Camera System – Manned Aircraft	$5.00 per hour
360° Camera System – Terrestrial or Marine Stand Alone	$100.00 per hour
Helicopter (Turbine Engine Powered)	$1,450 per hour
Helicopter (Reciprocal Engine Powered)	$850.00 per hour
Fixed Wing Twin Engine	$960.00 per hour
Fixed Wing Single Engine	$600.00 per hour
M600 Unmanned Aerial System– Video / Still Photos	$150.00 per hour
M600 UAS Standby – Video / Still Photos	$75.00 per hour
VAPOR Unmanned Aerial System – IR / Corona / LiDAR	$500.00 per hour
VAPOR UAS Standby – IR / Corona / LiDAR$	200.00 per hour

GPS Receiver (Equipment Only)	$25.00 per hour
Geospatial Work Station	$15.00 per hour

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES:

Principal	$225.00 per hour
Sr. Project Manager	$190.00 per hour
Project Manager	$175.00 per hour
Sr. Engineer (PE)	$161.00 per hour
Engineer	$130.00 per hour
Graduate Engineer	$110.00 per hour
Senior Utility Coordinator	$159.00 per hour
Utility Coordinator	$136.00 per hour
Jr. Utility Coordinator	$110.00 per hour
Sr. Engineer Tech	$120.00 per hour
Engineer Tech	$99.00 per hour
Field Coordinator (Not Including Office Support)	$110.00 per hour

VACUUM EXCAVATION SERVICES

DESCRIPTION	UNIT	RATE
VAC CREW RATE (includes 1 Unit with 2-Man Crew)	PER HOUR	$258.00
OVERTIME RATE (Weekends & work exceeding 8 hours per day)	PER HOUR	$277.00
MOBILIZATION	PER HOUR	$157.00
BACKFILL MATERIAL (Delivered to site if hydro vac)	CU YARD	Cost plus 10%
BACKFILL LABOR (includes pneumatic tamping in 6-in lifts)	PER HOUR / PER MAN	$89.00
CHASE TRUCK (required for safety and/or materials)	PER HOUR	$21.00
TRAFFIC CONTROL (standard cones and warning signs)	PER DAY	$104.00
***PER DIEM** (required if work requires overnight accommodations)	PER NIGHT / PER MAN	Per Vendor Reimbursement Policy

*Per Diem rates may change depending on location and availability of accommodations. This is a general number to be used for estimate purposes.

See Also "**SPECIAL NOTES FOR HYDRO EXCAVATION SERVICES"**

SUE OTHER DIRECT COSTS:

Ground Penetrating Radar (Adder to Designating Crew Rate)	$415.00 / Day	
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	$37.00 / Day	
Flashing Arrow Board, warning signs w/stands and traffic cones	$40.00 / Day	
Geophysical Locating Equipment	$21.00 / Day	
GPS Receiver	$26.00 / Day	
ATV or Utility Vehicle	$78.00 / Day	
Environmental Supplies (Paint, Flags, Lath, Stakes)	$26.00 / Day	
Coring Rig	$366.00 / Day	
Agency As-built Information (Reproduction) Fees	$10.00 / Copy	
Additional Vehicle (Required for safety or materials)	$209.00 / Day	
Mobilization/Demobilization Fee (Less than 200 miles)	$600.00 each	
Mobilization/Demobilization Fee (Greater than 200 less than 400 miles)	$1130.00 each	
Mobilization/Demobilization Fee (Greater than 400 miles)	$3.13 per mile	
Ground Target (Includes paint, panel material, etc)	$25.00 each	Approved 4/21/2020
Primary Control Monument materials/supplies	$90.00 each	Approved 4/21/2020

Metered Water for Hydro-Vac Services	~~At Cost plus 10%~~ Per Vendor Reimbursement Policy
Imported or Select Backfill Material	~~At Cost plus 10%~~ Per Vendor Reimbursement Policy
Flowable Fill Backfill Material	~~At Cost plus 10%~~ Per Vendor Reimbursement Policy
Hydro Vac Spoils Containment & Processing	~~At Cost plus 10%~~ Per Vendor Reimbursement Policy
Specialized Traffic Control	~~At Cost plus 10%~~ Per Vendor Reimbursement Policy
Excavation/Designating Permit Fees	~~At Cost plus 10%~~ Per Vendor Reimbursement Policy
Other SUE related Activities	~~At Cost plus 10%~~ Per Vendor Reimbursement Policy

Local Mobilization / Demobilization Fee Applies at the rate of once per project assignment. Minor / Standard Traffic Control is included (consists of warning signs and cones). Lane Closures requiring Flashing Arrow Board(s) is additional. Complex or Specialized Traffic Control is additional.

It is the clients responsibility to provide a dump site or a vacuum box/containment vessel for removal of Hydro Vac spoils if no dump site is provided by Client.

Paved areas may require coring to perform vacuum excavation services. In such cases SAM will provide a Core Rig and Operator. Core rig rate includes materials & equipment to replace and set core (keyhole) following vacuum excavation completion.

SPECIAL NOTES FOR HYDRO EXCAVATION SERVICES:

Hydro Vac Services will require metered water recharge fees and authorized spoils disposal locations. All excavated material remains the exclusive property of the client or project owner upon whose land, easement or ROW wherein the excavations are performed. The project owner understands and acknowledges that Hydro Excavation indicates and includes the use of water to aid in the vacuum excavation process and that the resulting excavated materials may be oversaturated with water as a result of the hydro vac process.

If the project requires backfilling with material other than the material excavated via the hydro vac process, such as flowable fill or select backfill, the project owner will be required to provide a spoils box, vacuum box, or stockpiling location within or reasonably close to the project site for the purpose of holding the hydro vac excavated materials. SAM can provide a vacuum box/containment vessel from a third party environmental services company for removal of Hydro Vac spoils if no dump site is provided by Client. SAM will request a fee proposal from environmental services company and the cost of vac box and spoils disposal will be passed through to client at cost plus 10% based on the fee proposal provided by the environmental services company.

The project owner is required to disclose any known or suspected information regarding the project site and its underlying soil conditions such as; chemical, petrochemical, hydrocarbon, asbestos, naturally occurring radioactive materials (NORM) or any other known or suspected contamination within the project site.

When performing hydro excavation in known, suspected or encountered contamination areas, SAM staff shall don additional Personal Protective Equipment (PPE). All costs associated with the use of additional PPE dictated by the site conditions and deemed reasonable and prudent, including wash-down, decontamination or disposal of said PPE, shall be charged to the client/project owner as a direct pass through cost. Examples of additional PPE may include but not be limited to; dust masks, respirators, face shields, protective coveralls, protective gloves and rubber boots.

Pothole or Test Hole Option:

Potholes are strictly the excavation and exposure of the subject facility with a measurement of depth and notation of facility size, type and composition painted on the ground and/or provided in a non-certified report. This report will be provided by Vac Crew onsite upon completion of potholes and typically is handwritten.

Test holes provide the same level of information as pot holes, and are surveyed for a precision x,y & z coordinate and are provided in a test hole report, signed and sealed by an Engineer. Test Holes require survey and Engineer review. Vac Crew, Survey and Engineer fees will be in accordance with the above rates.

UNDERSTANDING OF SUE SERVICES:

1. Normal traffic control, for Quality Service Levels A and B, is considered standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign. Traffic control requiring lane closures, traffic detouring, flagpersons, police, etc, is considered special traffic control. If special traffic control is to be provided by SAM, LLC, this service will be subcontracted to an approved subcontractor and billed to the Client at cost plus 10%.

2. The subsurface utility engineering service assumes that all project survey control required for performing this service is pre-existing. Establishing project survey control will be provided at a cost pre-approved by the Client.
3. It is assumed that no contaminated materials are encountered. If contaminated materials or soils is encountered the client will be notified immediately and any remediation will be the clients responsibility and at the clients cost.
4. Right of Entry will be provided by the client and all locations must be able to be accessible to the vac truck prior to work beginning. If access issues are encountered, SAM, LLC will notify the client immediately to determine alternatives for accessing the required location and resolved in 24-hours. If unable to resolve access issues in 24-hours, Vac Crew may be demobilized and require a remobilization fee to return to the site once access is established.

Travel:
Cost of mileage on company-owned vehicles, excluding vacuum excavation vehicle, is computed at the current I.R.S. mileage allowance.

Purchased Services:

All purchased services are invoiced at actual cost plus ten percent (10%) handling. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

Terms:
The Client shall promptly review invoice statements and notify SAM, Inc. of any objection thereto; absent such objection in writing within fifteen (15) days from the date of invoice, the invoice shall be deemed proper and acceptable. Invoices are submitted monthly for all services rendered and are payable upon receipt. Late payments will incur a late charge of one and one-half percent (1 1/2%) per month from the original date of invoice. SAM, Inc. reserves the right to stop work should invoices not be paid within the stated terms.

Taxes:
Boundary surveying services and fees are subject to State and Local sales tax. 8.25% sales tax, when applicable, will be collected.

CPI Adjustment
The Schedule of Rates adopted in this Contract will remain in force for the twelve (12) month period starting with the effective date of the Contract. Unless otherwise renegotiated, at the end of the first twelve (12) months of the contract, and at the end of each 12 month period thereafter (the "contract anniversary"), the hourly manpower rates and equipment rates charged by Surveying And Mapping, Inc. shall be adjusted by the change in the Consumer Price Index (CPI) for the immediately preceding twelve month period.

As used herein, Consumer Price Index shall mean and refer to that table in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, now known as the "Consumer Price Index" for all Urban Consumers (Index 1982-1984 = 100). If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor Consumer Price Index, the parties hereto shall mutually designate a substitute Index or formula. In no event shall the next year service fees be less than the prior year.

EXHIBIT D - RATE SCHEDULE

RM 2243

SWCA	Approved January 14, 2020
CATEGORY	**RATE**
Subject Matter Expert – Tom Allemand (PM)	$210.00
Specialist XI	$187.00
Specialist X	$171.00
Specialist IX	$153.00
Specialist VI	$119.00
Specialist V	$109.00
Specialist IV	$99.00
Specialist III	$89.00
Specialist II	$78.00
Specialist I	$67.00
Administrative V	$89.00

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EXHIBIT D - RATE SCHEDULE

RM 2243

WSB & Associates, Inc.	Approved January 14, 2020
CATEGORY	**RATE**
Principal	$210.00
Sr. Project Manager	$200.00
Sr Project Engineer	$195.00
Sr. Traffic Engineer	$180.00
Project Engineer I	$145.00
Project Engineer II	$153.00
Project Engineer III	$161.00
Project Engineer IV	$170.00
Graduate Engineer I	$105.00
Graduate Engineer II	$115.00
Graduate Engineer III	$125.00
Engineering Specialist I	$125.00
Engineering Specialist II	$135.00
Engineering Specialist III	$145.00
Engineering Specialist IV	$155.00
Project Analyst I	$104.00
Project Analyst II	$112.00
Office Technician I	$57.00
Office Technician II	$62.00

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Commissioners Court - Regular Session **41.**

Meeting Date: 12/13/2022

Bud Stockton purchase 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 purchase contract with Lisa Meadows for 0.744 AC of right of way and 0.347 AC needed for an electric utility easement needed for the Bud Stockton project (Parcel 6). Funding Source: Road Bonds P 307

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/08/2022 10:23 AM
Form Started By: Charlie Crossfield		Started On: 12/07/2022 04:21 PM
Final Approval Date: 12/08/2022		

REAL ESTATE CONTRACT
C. Bud Stockton Extension Right of Way

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

ARTICLE I
PURCHASE AND SALE

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

> Being fee simple title in and to a 0.744 acre (32,425 square foot) parcel of land out of the James Roebuck Survey, Abstract No. 527, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 6**);
>
> Being an Electric Utility Easement interest in and across a 0.347 acre (15,102 square foot) parcel of land out of the James Roebuck Survey, Abstract No. 527, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof. (**Parcel 6E**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01.1. The Purchase Price for the Property described in Exhibit "A", any improvements upon that portion of the Property, and any damage to or cost of cure for the remaining property of Seller as a result of this purchase, shall be the sum of FORTY-FIVE THOUSAND SIX HUNDRED SIXTY-SEVEN and 50/100 Dollars ($45,667.50).

2.01.2. The Purchase Price for the easement interest in and to the Property described in Exhibit "B" shall be the sum of TWELVE THOUSAND FIVE HUNDRED and 00/100 Dollars ($12,500.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before January 10, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to Williamson County a duly executed and acknowledged Electric Utility Easement conveying such interest to Bartlett Electric Cooperative, Inc. in and across all of the Property described in Exhibit "B", all free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "C" attached hereto. The Electric Utility Easement shall be in the form as shown in Exhibit "D" attached hereto.

(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 Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the fee simple conveyance portion of the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

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 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 Bud Stockton Extension improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Lisa Meadows (Dec 5, 2022 16:15 CST)

Lisa Meadows

Address: 374 CR 396

Jarrell, TX 76537

Date: Dec 5, 2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 0.744 ACRE (32,425 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 13.75 ACRE TRACT OF LAND DESCRIBED IN CASH WARRANTY DEED TO LISA MEADOWS BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008040046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.744 ACRE (32,425 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY"(Grid Coordinates determined as: N=10,275,015.84, E=3,145,378.75 TxSPC Zone 4203), set 66.00 feet right of Bud Stockton Extension baseline station 660+29.75 in the proposed easterly Right-of-Way (ROW) line of Bud Stockton Extension (variable width ROW), same being the northerly boundary line of that called 16.984 acre tract of land described in General Warranty Deed to Barry Cryer and Barbara Cryer by instrument recorded in Document No. 2015044255 of the Official Public Records of Williamson County, Texas, also being the southerly boundary line of said 13.75 acre tract, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which a 1/2" iron rod found, being the northeasterly corner of said 16.984 acre tract, same being the southeasterly corner of said 13.75 acre tract bears N 68°31'21" E, at a distance of 1,095.68 feet;

1) **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said 16.984 acre and said 13.75 acre tracts, **S 68°31'21" W**, for a distance of **115.77** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 49.77 feet left of Bud Stockton Extension baseline station 660+29.20, in the proposed westerly Right-of-Way (ROW) line of Bud Stockton Extension, being the southwesterly corner of said 13.75 acre tract, same being the northwesterly corner of said 16.984 acre tract, also being in the easterly boundary line of that 2.24 acre (per WCAD) remainder of a 4.1 acre tract of land described in Deed to Salado Valley Cemetery Association by instrument recorded in Volume 42, Page 356 of the Deed Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel and from which a 3/4" iron pipe found bears S 68°31'21" W, at a distance of 2.41 feet;

2) **THENCE**, departing said 16.984 acre tract, with said proposed westerly ROW line, being the common boundary line of said 2.24 acre and said 13.75 acre tracts, **N 21°12'53" W**, for a distance of **125.18** feet to a fence post corner found, being the northeasterly corner of said 2.24 acre tract, same being the southerly boundary line of that called 44.04 acre tract of land described in Special Warranty Deed to Mary Annette Hawthorne by instrument recorded in Document No. 2016037893 of the Official Public Records of Williamson County, Texas, also being an angle point of said 13.75 acre tract;

THENCE, departing said 2.24 acre tract and said proposed ROW, with the common boundary line of said 44.04 acre and said 13.75 acre tracts, the following (2) two courses:

3) **N 68°47'07" E**, at a distance of 60.55 feet pass a 1/2" iron rod found and continuing for a total distance of **61.48** feet to a calculated point;

4) **N 20°41'55" W**, for a distance of **566.17** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 667+15.94, in said proposed easterly ROW line, for the most northerly corner of the herein described parcel;

THENCE, departing said 44.04 acre tract, with said proposed easterly ROW line, through the interior of said 13.75 acre tract, the following (3) three courses:

5) **S 27°22'11" E**, for a distance of **379.41** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 663+36.58, for the beginning of a curve to the right;

6) Along said curve to the right, having a delta angle of **06°09'53"**, a radius of **1,480.00** feet, an arc length of **159.24** feet and a chord which bears **S 24°17'14" E**, for a distance of **159.16** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 661+84.32;

7) **S 21°12'17" E** for a distance of **154.63** feet to the **POINT OF BEGINNING**, containing 0.744 acres (32,425 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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 Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 23 MAY 2022

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

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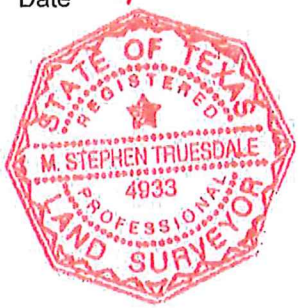
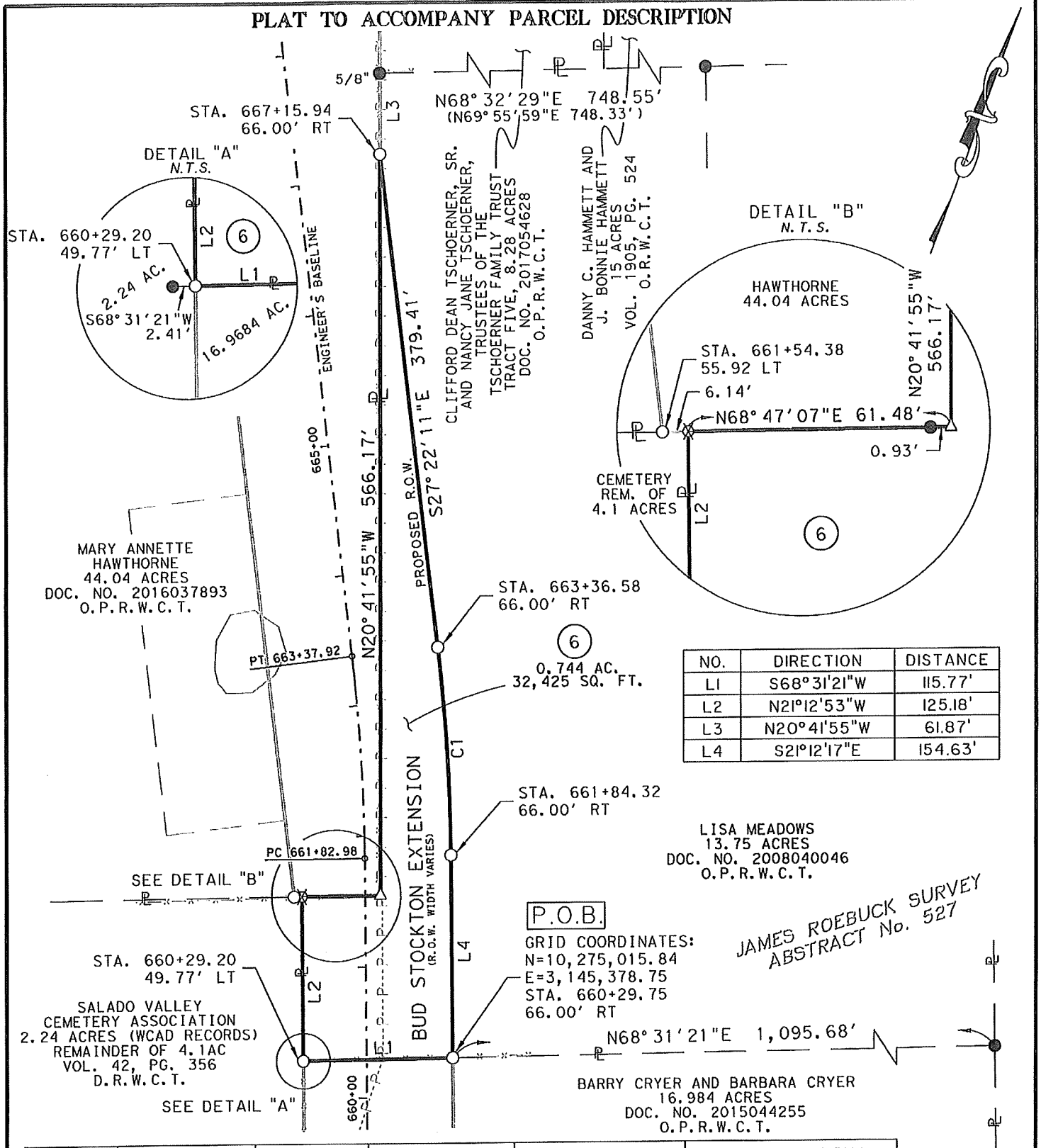


EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S68°31'21"W	115.77'
L2	N21°12'53"W	125.18'
L3	N20°41'55"W	61.87'
L4	S21°12'17"E	154.63'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06° 09' 53"	1,480.00'	159.24'	159.16'	S24° 17' 14"E

05/11/22

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

LISA MEADOWS

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

PARCEL 6
0.744 ACRES
32,425 Sq. Ft.

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EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	( )	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
✲	FENCE POST FOUND	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP		
	LINE BREAK		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2200567, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 8, 2022, ISSUE DATE FEBRUARY 17, 2022.

10A. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 343, PG. 313, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

B. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN VOLUME 524, PAGE 750, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 9615966, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 9825209, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

E. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 199933492, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 23 MAY 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

05/11/22

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

LISA MEADOWS

PARCEL 6
0.744 ACRES
32,425 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 6\PARCEL 6-MEADOWS.dgn

EXHIBIT B
PROPERTY DESCRIPTION FOR PARCEL 6-E

DESCRIPTION OF A 0.347 ACRE (15,102 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 13.75 ACRE TRACT OF LAND DESCRIBED IN CASH WARRANTY DEED TO LISA MEADOWS BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008040046 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.347 ACRE (15,102 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,275,015.84, E=3,145,378.75 TxSPC Zone 4203), set 66.00 feet right of Bud Stockton Extension baseline station 660+29.75 in the proposed easterly Right-of-Way (ROW) line of Bud Stockton Extension (variable width ROW), same being the northerly boundary line of that called 16.984 acre tract of land described in General Warranty Deed to Barry Cryer and Barbara Cryer by instrument recorded in Document No. 2015044255 of the Official Public Records of Williamson County, Texas, also being the southerly boundary line of said 13.75 acre tract, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said 16.984 acre tract, through the interior of said 13.75 acre tract, with said proposed ROW line the following three (3) courses:

1) **N 21°12'17" W** for a distance of **154.63** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 661+84.32, for a point of curvature to the left;

2) Along said curve to the left, having a delta angle of **06°09'53"**, a radius of **1,480.00** feet, an arc length of **159.24** feet and a chord which bears **N 24°17'14" W**, for a distance of **159.16** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 663+36.58, for a point of tangency

3) **N 27°22'11" W**, for a distance of **379.41** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY", set 66.00 feet right of Bud Stockton Extension baseline station 667+15.94, in the easterly boundary line of that called 44.04 acre tract of land described in Special Warranty Deed to Mary Annette Hawthorne by instrument recorded in Document No. 2016037893 of the Official Public Records of Williamson County, Texas, same being the westerly line of said 13.75 acre tract;

4) **THENCE,** continuing with said proposed ROW line, being the common boundary line of said 44.04 acre and said 13.75 acre tract **N 20°41'55" W**, for a distance of **61.87** feet to a 5/8" iron rod found, being the southwesterly corner of that called 8.28 acre tract (Tract Five) of land described in General Warranty Deed to Clifford Dean Tschoerner, Sr. and Nancy Jane Tschoerner, Trustees of the Tschoerner Family Trust by instrument recorded in Document No. 2017054628 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of said 13.75 acre tract and of the herein described parcel;

5) **THENCE,** departing said proposed ROW line, with the common boundary line of said 8.28 acre tract and said 13.75 acre tract **N 68°32'22" E**, for a distance of **20.00** feet to calculated point, for the most northeasterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the northeasterly corner of said 13.75 acre tract, same being in the southerly line of that called 15 acre tract of land described in Warranty Deed with Vendors Lien to Danny C. Hammett and J. Bonnie Hammett by instrument recorded in Volume 1905, Page 524 of the Official Records of Williamson County, Texas bears N 68°32'22" E, at a distance of 728.55 feet;

THENCE, departing said 8.28 acre tract, through the interior of said 13.75 acre tract, the following (4) four courses:

6) **S 20°41'55" E**, for a distance of **60.97** feet to a calculated angle point;

7) **S 27°22'11" E**, for a distance of **378.25** feet to a calculated point of curvature to the right;

8) Along said curve to the right, having a delta angle of **06°09'53"**, a radius of **1,500.00** feet, an arc length of **161.40** feet and a chord which bears **S 24°17'14" E**, for a distance of **161.32** feet to a calculated point of tangency;

9) **S 21°12'17" E**, for a distance of **154.53** feet to a calculated point in the northerly line of said 16.984 acre tract, same being the southerly line of said 13.75 acre tract, for the southeasterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the northeasterly corner of said 16.984 acre tract, same being the southeasterly corner of said 13.75 acre tract bears N 68°31'21" E, for a distance of 1,075.68 feet;

10) **THENCE,** with the common line of said 16.984 acre tract and said 13.75 acre tract, **S 68°31'21" W**, for a distance of **20.00** feet the **POINT OF BEGINNING**, containing 0.347 acres (15,102 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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 Round Rock, Williamson County, Texas.

M. Stephen Truesdale 11 NOV 2022

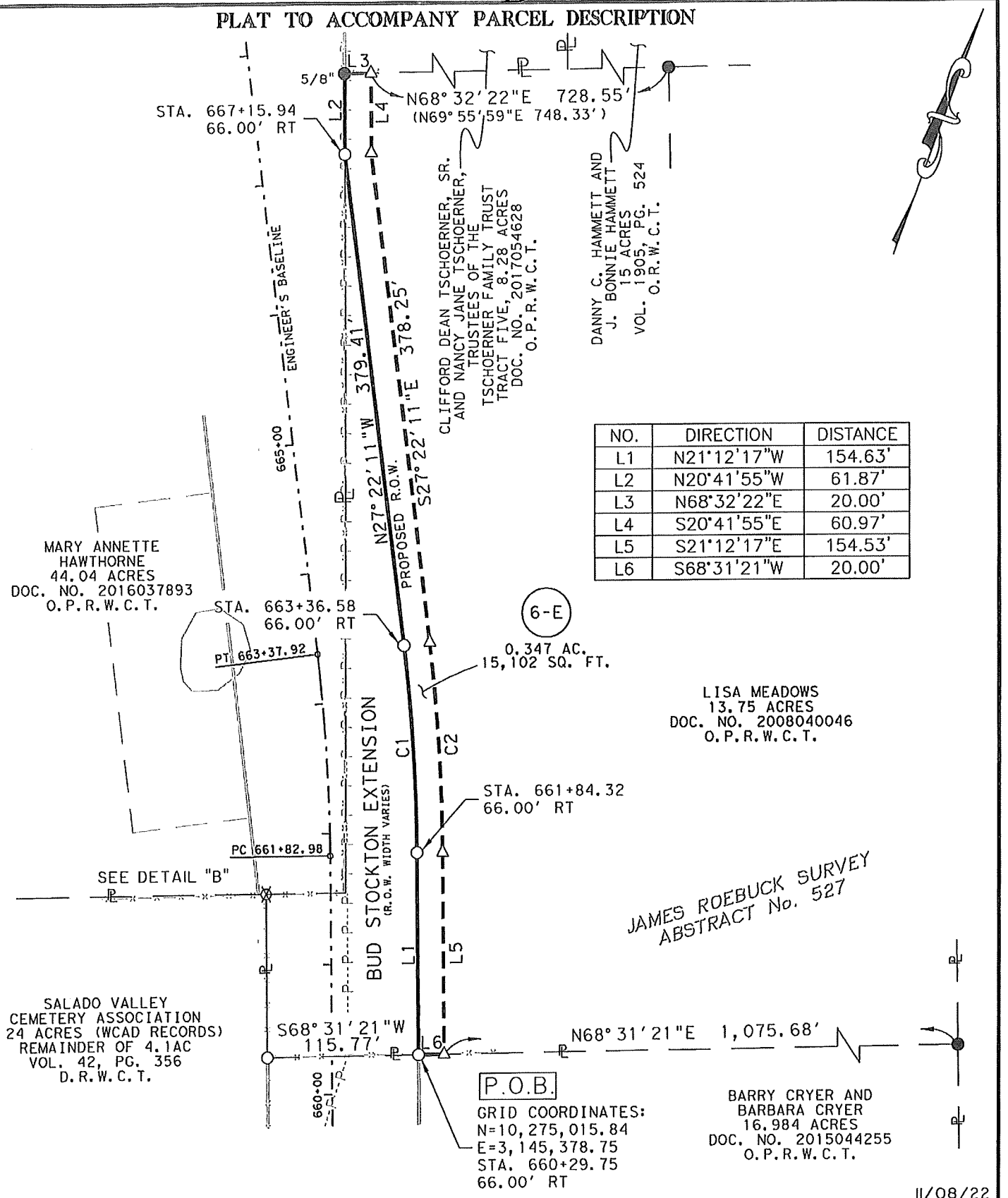
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N21°12'17"W	154.63'
L2	N20°41'55"W	61.87'
L3	N68°32'22"E	20.00'
L4	S20°41'55"E	60.97'
L5	S21°12'17"E	154.53'
L6	S68°31'21"W	20.00'

11/08/22

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

LISA MEADOWS

PARCEL 6-E
0.347 ACRES
15,102 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 6\PARCEL 6-MEADOWS EASMT.dgn

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
✱	FENCE POST FOUND
℄	PROPERTY LINE
	DENOTES COMMON OWNERSHIP
	LINE BREAK

P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.GT2200567, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 8, 2022, ISSUE DATE FEBRUARY 17, 2022.

10A. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 343, PG. 313,OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

B. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN VOLUME 524, PAGE 750, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 9615966, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 9825209, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

E. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 199933492, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS,FROM ITS DESCRIPTION CAN NOT BE LOCATED.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06°09'53"	1,480.00'	159.24'	159.16'	N24°17'14"W
C2	06°09'53"	1,500.00'	161.40'	161.32'	S24°17'14"E

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 11 NOV 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

11/08/22

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

LISA MEADOWS

PARCEL 6-E
0.347 ACRES
15,102 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 6\PARCEL 6-MEADOWS EASMT.dgn

EXHIBIT "C"

Parcel 6

DEED
C. Bud Stockton 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 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 **LISA MEADOWS, a single person**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 0.744 acre (32,425 square foot) parcel of land out of the James Roebuck Survey, Abstract No. 527, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 6**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of the proposed roadway facilities and related appurtenances upon the Property.

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 on following page]

GRANTOR:

_____
Lisa Meadows

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Lisa Meadows, 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"

ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS

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

That LISA MEADOWS, a single person, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the

Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens: N/A

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

_____ _____

Lisa Meadows

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on _____, by Lisa Meadows, the person(s) named as Grantor(s) on the first page of this document.

_____

Notary Public, State of Texas

Commissioners Court - Regular Session **42.**

Meeting Date: 12/13/2022

Bagdad Rd. and Liberty Hill Bypass projects Possession and Use Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession & Use Agreement with J. Patrick and Lisa M. Harlow for 2.285 Acres needed as right of way on the Bagdad Rd. project (Parcel 2) and 16.010 Acres needed as right of way on the Liberty Hill Bypass project (parcel 47). Funding Source: Road Bonds Bagdad Rd. P343 Liberty Hill Bypass P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parcel 47 PUA

Parclel 2 PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/08/2022 10:23 AM
Form Started By: Charlie Crossfield		Started On: 12/07/2022 04:29 PM
Final Approval Date: 12/08/2022		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 47
COUNTY OF WILLIAMSON	§	Project: Liberty Hill Bypass

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **J. PATRICK HARLOW AND LISA M. HARLOW**(the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Liberty Hill Bypass roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of ONE MILLION SIX HUNDRED FIFTY-ONE THOUSAND FIVE HUNDRED SEVENTY-FIVE and 00/100 Dollars ($1,651,575.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. Grantee will place this Agreement on County's agenda within two business days of County's receipt of an executed copy of this Agreement. Grantee will tender payment of this amount to Grantor or the title company within 14 days of County's approval of this Agreement.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment

for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County within 45 days of the notice.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is paid to grantor by the County or the title company (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-152480, issued September 3, 2021 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record.

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. 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.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date. The parties agree to schedule the special commissioners hearing on a mutually agreeable date during the first Quarter of 2023. The parties further agree that the amount of compensation set forth in this agreement will not be admitted into evidence to the fact finder determining just compensation (the Special Commissioners or thereafter a jury.)

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be

acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the Effective Date. Otherwise, prejudgment and post judgment interest, if any, will be computed and paid as provided by law.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment. County agrees to deposit the amount of the award, less the payment made pursuant to paragraph 2, within 45 days of the special commissioners hearing. County agrees to maintain at least one point of access for Grantor's use during the entire duration of County's Roadway Construction Project, unless otherwise agreed to in writing by Grantor. County acknowledges livestock exist from time to time on the subject property and that Grantor maintains a fence at the subject property's boundaries to contain livestock and prevent their meandering off the subject property. As such, County agrees to notify Grantor 14 days before cutting or removing any portion of Grantor's fence. County agrees to stake the proposed right-of-way line within 14 days of Grantor's request.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

GRANTOR:

Lisa M. Harlow

Lisa M. Harlow

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 28 day of November, 2022 by Lisa M. Harlow in the capacity and for the purposes and consideration recited herein.

SHARI PADDOCK
Notary Public
State of Texas
ID # 12814157-1
My Comm. Expires 01-06-2026

Notary Public, State of Texas
Printed Name: Shari Paddock
My Commission Expires: 01/06/2026

COUNTY:

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., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

Exhibit "A"

County: Williamson
Parcel No.: 47ROW
Tax ID: R356776
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 47ROW

FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 16.010 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JULY 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with cap marked "RPLS 5784" (Surface Coordinates: N=10211311.46, E=3055913.39) monumenting the northeast corner of the called 2.362 acre tract of land (Tract 1) conveyed to Fidel G. Loza, recorded in Document No. 2016039911 of the Official Public Records of Williamson County, Texas and the southeast corner of the called 1.828 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016038954 of the Official Public Records of Williamson County, Texas, same being on the west boundary line of said 54.068 acre Harlow tract, from which a 1/2" iron rod found monumenting the southwest corner of said 54.068 acre Harlow tract and the southeast corner of said 2.362 acre Loza tract, same being on the north boundary line of the called 13.929 acre tract of land (Tract 1) conveyed to Murray K. Choate and Pamela R. Choate, recorded in Document No. 2016107912 of the Official Public Records of Williamson County, Texas, bears S 34°59'12" E for a distance of 363.63 feet;

THENCE, N 35°18'56" W with the west boundary line of said 54.068 acre Harlow tract and the east boundary line of said 1.828 acre Williamson County, Texas tract, for a distance of 59.66 feet to an iron rod set with aluminum cap marked "Williamson County" (Surface Coordinates: N=10211360.14, E=3055878.90), being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 449+05.38, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, with the west boundary line of said 54.068 acre Harlow tract and the east boundary line of said 1.828 acre Williamson County, Texas tract, the following two (2) courses and distances:

County: Williamson
Parcel No.: 47ROW
Tax ID: R356776
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

1. **N 35°18'56" W** for a distance of **24.87 feet** to a fence post found (leaning), being 132.57 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 448+88.59;

2. **N 50°59'33" W** for a distance of **99.63 feet** to an iron rod found with cap (non-legible) monumenting the northeast corner of said 1.828 acre Williamson County, Texas tract and the southeast corner of the called 1.224 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016043602 of the Official Public Records of Williamson County, Texas, being 86.31 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 448+04.04, from which an iron rod found with cap marked "RPLS 5784" monumenting the northwest corner of said 1.828 acre Williamson County, Texas tract and the southwest corner of said 1.224 acre Williamson County, Texas tract, same being on the east right-of-way of Stubblefield Lane, bears S 55°09'52" W for a distance of 315.88 feet;

THENCE, **N 51°08'08" W** with the west boundary line of said 54.068 acre Harlow tract and the east boundary line of said 1.224 acre Williamson County, Texas tract, for a distance of **184.55 feet** to a 1/2" iron rod found monumenting the northeast corner of said 1.224 acre Williamson County, Texas tract and the southeast corner of the called 1.414 acre tract of land (Parcel 45ROW) conveyed to Williamson County, Texas, recorded in Document No. 2021029944 of the Official Public Records of Williamson County, Texas, being 9.27 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 446+39.44, from which a 1/2" iron rod found monumenting the northwest corner of said 1.224 acre Williamson County, Texas tract and the southwest corner of said 1.414 acre Williamson County, Texas tract, same being on said east right-of-way line of said Stubblefield Lane, bears S 71°02'56" W for a distance of 208.99 feet;

THENCE, **N 21°03'34" W** with the west boundary line of said 54.068 acre Harlow tract and the east boundary line of said 1.414 acre Williamson County, Texas tract, for a distance of **203.87 feet** to an iron rod set with aluminum cap marked "Williamson County" for the northeast corner of said 1.414 acre Williamson County, Texas tract and the southeast corner of the called 0.576 acre tract of land (Parcel 45REM) conveyed to Williamson County, Texas, recorded in said Document No. 2021029944, being 150.00

County: Williamson
Parcel No.: 47ROW
Tax ID: R356776
Highway: SH 29 Liberty Hill Bypass
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feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 445+08.41, for the most westerly northwest corner hereof, same being on the proposed north right-of-way line of the State Highway 29 Liberty Hill Bypass Control of Access (COA), from which an iron rod found with cap marked "Land Dev" monumenting the northeast corner of said 0.576 acre Williamson County, Texas tract and the southeast corner of the called 1.06 acre tract of land conveyed to Liberty Hill Water Supply Corp., recorded in Document No. 2000053600 of the Official Public Records of Williamson County, Texas, same being on the west boundary line of the called 6.50 acre tract of land conveyed to James Wayne Mather, recorded in Document No. 2006068763 of the Official Public Records of Williamson County, Texas, bears N 21°03'34" W for a distance of 213.62 feet;

THENCE, through the interior of said 54.068 acre Harlow tract the following eight (8) courses and distances:

1. With a curve to left passing at an arc length of 886.54 feet a calculated point 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 454+51.53, for the end of said Control of Access, in all a total arc length of **1095.64 feet**, said curve having a radius of **2350.00 feet**, a delta angle of **26°42'47"** and a chord which bears **S 84°15'49" E** for a distance of **1085.75 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's PT Station 456+73.98, for the end of this curve;

2. **N 82°22'48" E** for a distance of **828.95 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's PC Station 465+02.93, on the beginning of a curve to the left;

3. With said curve to the left an arc length of **147.43 feet**, said curve having a radius of **10850.00 feet**, a delta angle of **0°46'43"** and a chord which bears **N 81°59'26" E** for a distance of **147.43 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 466+52.40, for the end of this curve;

County: Williamson
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Tax ID: R356776
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4. **N 28°33'44" E** for a distance of **49.27 feet** to an iron rod set with aluminum cap marked "Williamson County", being 189.33 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 466+82.54;

5. With a curve to the left an arc length of **316.75 feet**, said curve having a radius of **2097.19 feet**, a delta angle of **8°39'13"** and a chord which bears **N 27°47'43" W** for a distance of **316.45 feet** to an iron rod set with aluminum cap marked "Williamson County", being 487.58 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 465+73.42, for the end of this curve;

6. **N 30°46'10" W** for a distance of **286.37 feet** to an iron rod set with aluminum cap marked "Williamson County", being 751.11 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+57.72, for the beginning of a curve to the left;

7. With said curve to the left an arc length of **552.84 feet**, said curve having a radius of **4000.00 feet**, a delta angle of **7°55'08"** and a chord which bears **N 34°43'44" W** for a distance of **552.40 feet** to an iron rod set with aluminum cap marked "Williamson County", being 1242.82 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 462+06.00, for the end of this curve;

8. **N 38°41'18" W** for a distance of **134.36 feet** to an iron rod set with aluminum cap marked "Williamson County" on the north boundary line of said 54.068 acre Harlow tract and the south boundary line of the called 1.00 acre tract of land conveyed to Laura Moscatelli, recorded in Document No. 2016095223 of the Official Public Records of Williamson County, Texas, being 1357.91 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 461+36.67, for the most northerly northwest corner hereof, from which a fence post found on the southwest corner of said 1.00 acre Moscatelli tract and an exterior ell corner of the called 10.00 acre tract of land conveyed to Becky Faurie, recorded in Volume 1453, Page 908 of the Official Records of Williamson County, Texas, same being

on said north boundary line of the 54.068 acre Harlow tract, bears S 70°42'27" W for a distance of 148.66 feet and S 71°05'57" W for a distance of 100.66 feet;

THENCE, **N 70°42'27" E** with said north boundary line of the 54.068 acre Harlow tract and said south boundary of the 1.00 acre Moscatelli tract, for a distance of **72.96 feet** to a fence post found on the northeast corner of said 54.068 acre Harlow tract and the southeast corner of said 1.00 acre Moscatelli tract, same being on the west right-of-way line of County Road 279, being 1372.67 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 462+08.12, for the northeast corner hereof, from which a 1/2" iron rod found monumenting an angle point on the east boundary line of said 1.00 acre Moscatelli tract and said west right-of-way line of County Road 279, bears N 42°42'33" W for a distance of 52.78 feet;

THENCE, with the fenced east boundary line of said 54.068 acre Harlow tract and said west right-of-way line of County Road 279, the following two (2) courses and distances:

1. **S 38°09'19" E** for a distance of **230.48 feet** to a calculated point, being 1174.15 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 463+25.22;

2. **S 33°50'18" E** for a distance of **1068.62 feet** to a 1/2" iron rod found monumenting the north corner of the called 0.015 acre tract of land conveyed to Williamson County, Texas, recorded in Volume 1987, Page 644 of the Official Records of Williamson County, Texas, being 211.46 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+03.14, from which a 1/2" iron rod found monumenting the northwest corner of the called 8.02 acre tract of land (Tract One) conveyed to Timothy P. Harlow, recorded in Volume 1572, Page 362 of the Official Records of Williamson County, Texas, same being on the west boundary line of the called 162.899 acre tract of land (Tract 1) conveyed to J. Patrick Harlow and Lisa M. Harlow, husband and wife, recorded in said Document No. 9639594, same being on the east right-of-way line of said County Road 279, bears N 89°19'56" E for a distance of 105.99 feet;

THENCE, **S 22°24'21" E** with the east boundary line of said 54.068 acre Harlow tract, the west boundary line of said 0.015 acre Williamson County, Texas tract and said west right-

of-way line of County Road 279, for a distance of **79.83 feet** to an iron rod set with aluminum cap marked "Williamson County" for the southeast corner of said 54.068 acre Harlow tract, the southwest corner of said 0.015 acre Williamson County, Texas tract, the northwest corner of the called 0.06 acre tract of land conveyed to Williamson County, Texas, recorded in Volume 1988, Page 638 of the Official Records of Williamson County, Texas and the northeast corner of the called 23.017 acre tract of land conveyed to Scott Lee Ira Helms, recorded in Document No. 2014043759 of the Official Public Records of Williamson County, Texas, being 133.73 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+21.62, for the southeast corner hereof, from which a 1/2" iron rod found monumenting an angle point on the east boundary line of said 23.017 acre Helms tract and said west right-of-way line of County Road 279, bears S 22°24'21" E for a distance of 331.01 feet;

THENCE, with the south boundary line of said 54.068 acre Harlow tract and the north boundary line of said 23.017 acre Helms tract, the following two (2) courses and distances:

1. **S 42°35'15" W** for a distance of **428.27 feet** to a 60D nail found, being 135.81 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+88.64;

2. **S 42°06'16" W** for a distance of **21.95 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+71.89, from which a 60D nail found monumenting an angle point in said south boundary line of the 54.068 acre Harlow tract and said north boundary line of the 23.017 acre Helms tract, bears S 42°06'16" W for a distance of 151.32 feet;

THENCE, through the interior of said 54.068 acre Harlow tract, the following two (2) courses and distances:

1. **S 82°22'48" W** for a distance of **797.90 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the proposed State Highway 29 Liberty Hill Bypass Engineer's PT and End of Control of Access Station 456+73.98, on the beginning of a curve to the right;

County: Williamson
Parcel No.: 47ROW
Tax ID: R356776
Highway: SH 29 Liberty Hill Bypass
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2. With said curve to the right passing at an arc length of 598.79 feet a calculated point being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Begin Control of Access Station 451+09.08, in all a total arc length of **814.72 feet**, said curve having a radius of **2650.00 feet**, a delta angle of **17°36'54"** and a chord which bears **N 88°48'45" W** for a distance of **811.52 feet** to the **POINT OF BEGINNING** hereof and containing 16.010 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

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

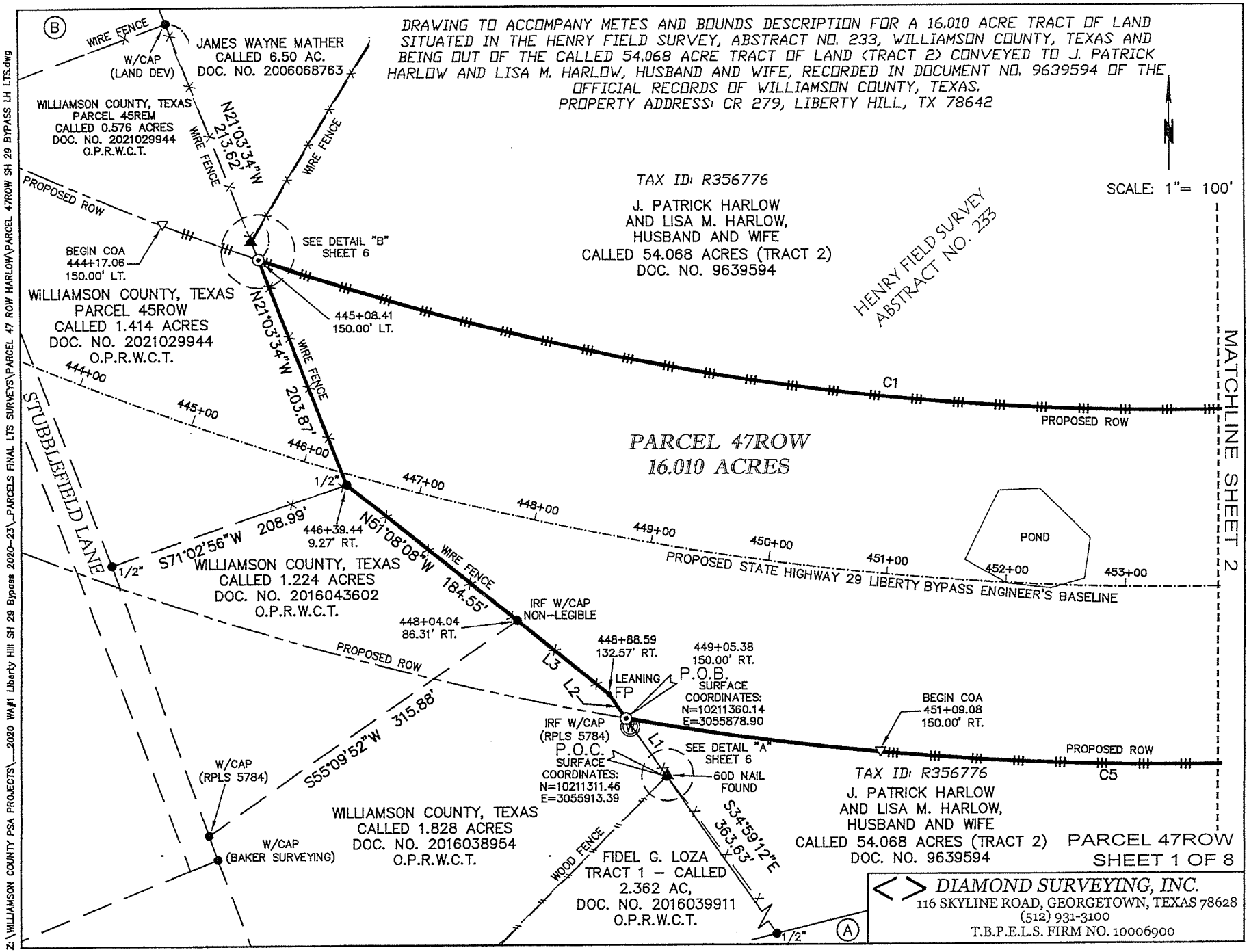
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

AUGUST 2, 2021

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

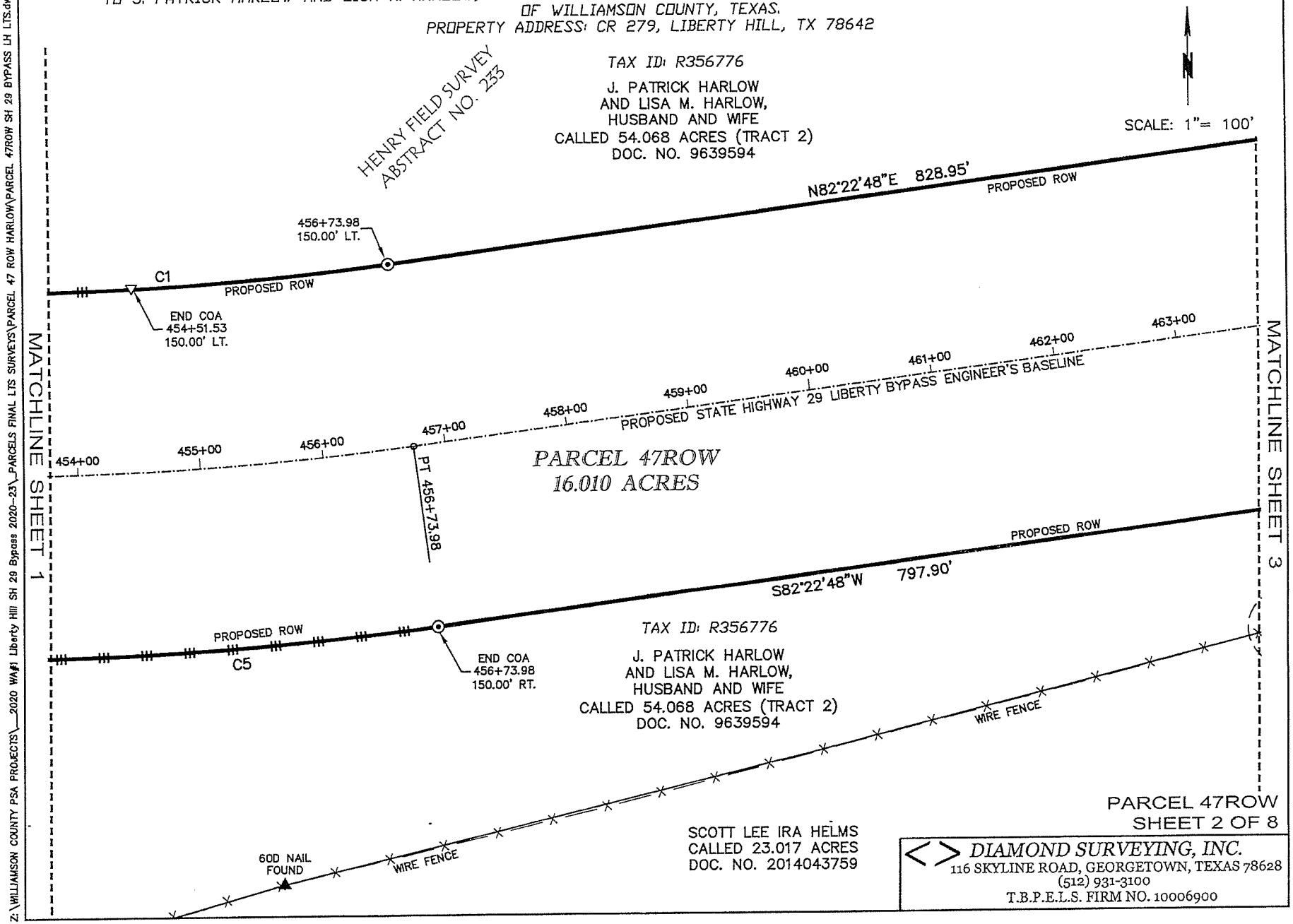
STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\WILLIAMSON COUNTY PSA PROJECTS_2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 47 ROW HARLOW\PARCEL 47ROW N SH 29 BYPASS LH LTS M&B.doc


DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642
SCALE: 1"= 100'
JAMES WAYNE MATHER
CALLED 6.50 AC.
DOC. NO. 2006068763
W/CAP
(LAND DEV)
WIRE FENCE
WILLIAMSON COUNTY, TEXAS
PARCEL 45REM
CALLED 0.576 ACRES
DOC. NO. 2021029944
O.P.R.W.C.T.
N21°03'34"W
213.62'
TAX ID: R356776
J. PATRICK HARLOW
AND LISA M. HARLOW,
HUSBAND AND WIFE
CALLED 54.068 ACRES (TRACT 2)
DOC. NO. 9639594
HENRY FIELD SURVEY
ABSTRACT NO. 233
PROPOSED ROW
SEE DETAIL "B"
SHEET 6
BEGIN COA
444+17.06
150.00' LT.
WILLIAMSON COUNTY, TEXAS
PARCEL 45ROW
CALLED 1.414 ACRES
DOC. NO. 2021029944
O.P.R.W.C.T.
N21°03'34"W 203.87'
445+08.41
150.00' LT.
C1
PROPOSED ROW
MATCHLINE SHEET 2
PARCEL 47ROW
16.010 ACRES
STUBBLEFIELD LANE
444+00
445+00
446+00
447+00
448+00
449+00
450+00
451+00
452+00
453+00
1/2"
S71°02'56"W 208.99'
446+39.44
9.27' RT.
N51°08'08"W 184.55'
WILLIAMSON COUNTY, TEXAS
CALLED 1.224 ACRES
DOC. NO. 2016043602
O.P.R.W.C.T.
POND
PROPOSED STATE HIGHWAY 29 LIBERTY BYPASS ENGINEER'S BASELINE
IRF W/CAP
NON-LEGIBLE
448+04.04
86.31' RT.
448+88.59
132.57' RT.
449+05.38
150.00' RT.
P.O.B.
SURFACE
COORDINATES:
N=10211360.14
E=3055878.90
LEANING
FP
L3
L2
L1
PROPOSED ROW
IRF W/CAP
(RPLS 5784)
P.O.C.
SURFACE
COORDINATES:
N=10211311.46
E=3055913.39
SEE DETAIL "A"
SHEET 6
60D NAIL
FOUND
BEGIN COA
451+09.08
150.00' RT.
PROPOSED ROW
C5
S55°09'52"W 315.88'
W/CAP
(RPLS 5784)
W/CAP
(BAKER SURVEYING)
WILLIAMSON COUNTY, TEXAS
CALLED 1.828 ACRES
DOC. NO. 2016038954
O.P.R.W.C.T.
WOOD FENCE
FIDEL G. LOZA
TRACT 1 – CALLED
2.362 AC,
DOC. NO. 2016039911
O.P.R.W.C.T.
S34°59'12"E
363.63'
TAX ID: R356776
J. PATRICK HARLOW
AND LISA M. HARLOW,
HUSBAND AND WIFE
CALLED 54.068 ACRES (TRACT 2)
DOC. NO. 9639594
PARCEL 47ROW
SHEET 1 OF 8
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900
Z:\WILLIAMSON COUNTY PSA PROJECTS\...2020 WA#1 Liberty Hill SH 29 Bypass 2020-23\...PARCELS FINAL LTS SURVEYS\PARCEL 47 ROW HARLOW\PARCEL 47ROW SH 29 BYPASS LH LTS.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642



PARCEL 47ROW
SHEET 2 OF 8

DIAMOND SURVEYING, INC.
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(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

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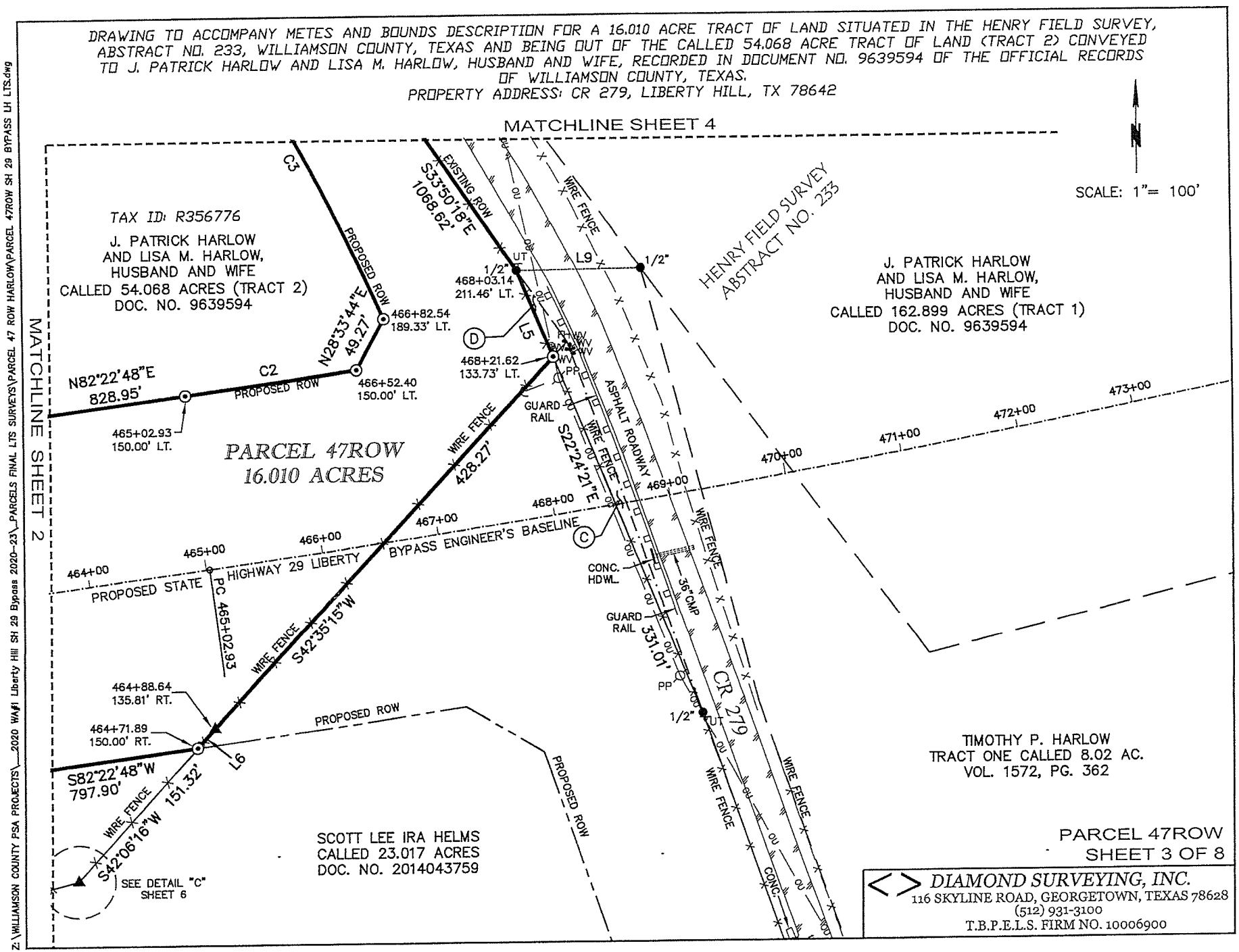

PARCEL 47ROW
SHEET 3 OF 8

DIAMOND SURVEYING, INC.
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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

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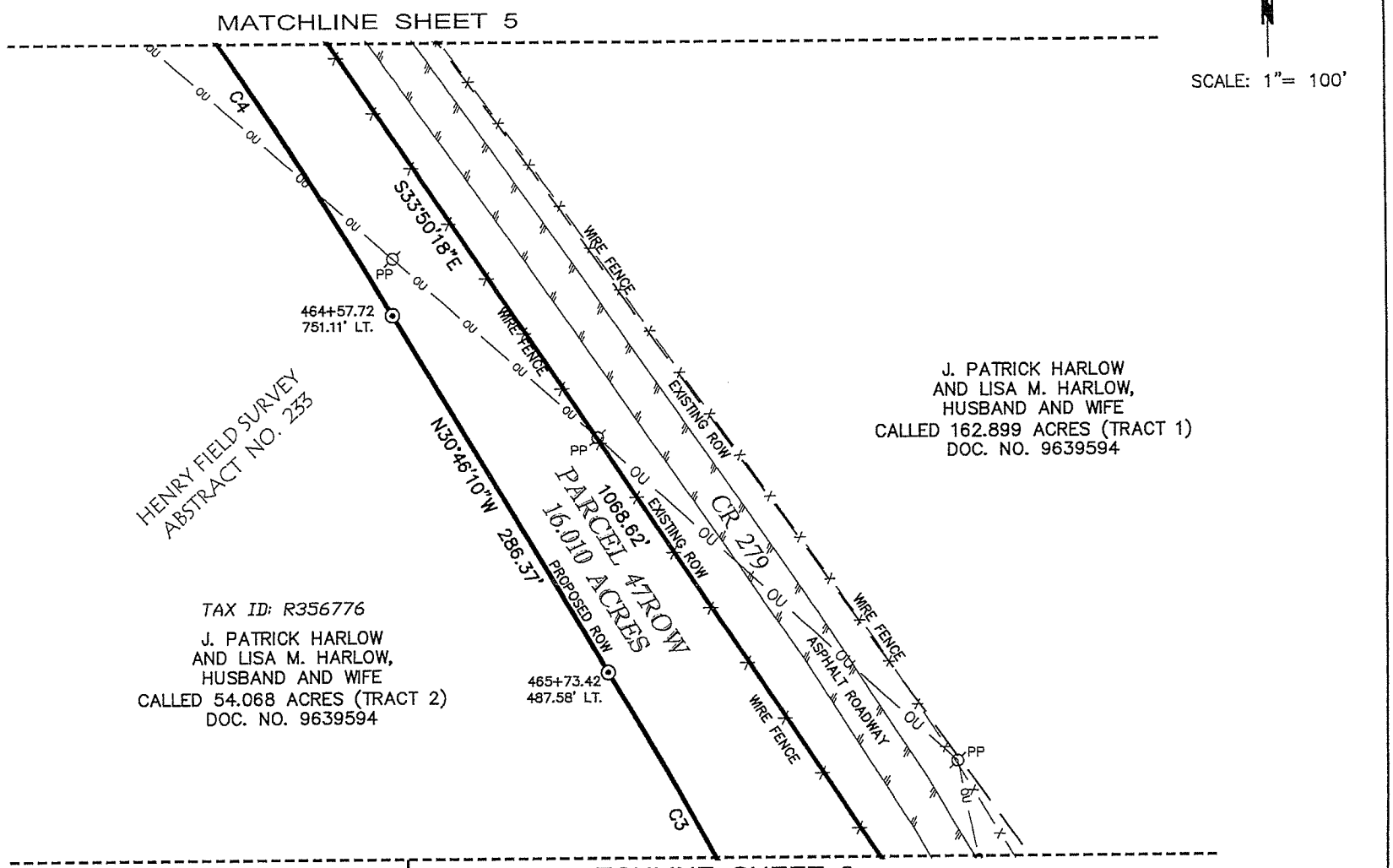

PARCEL 47ROW
SHEET 4 OF 8

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
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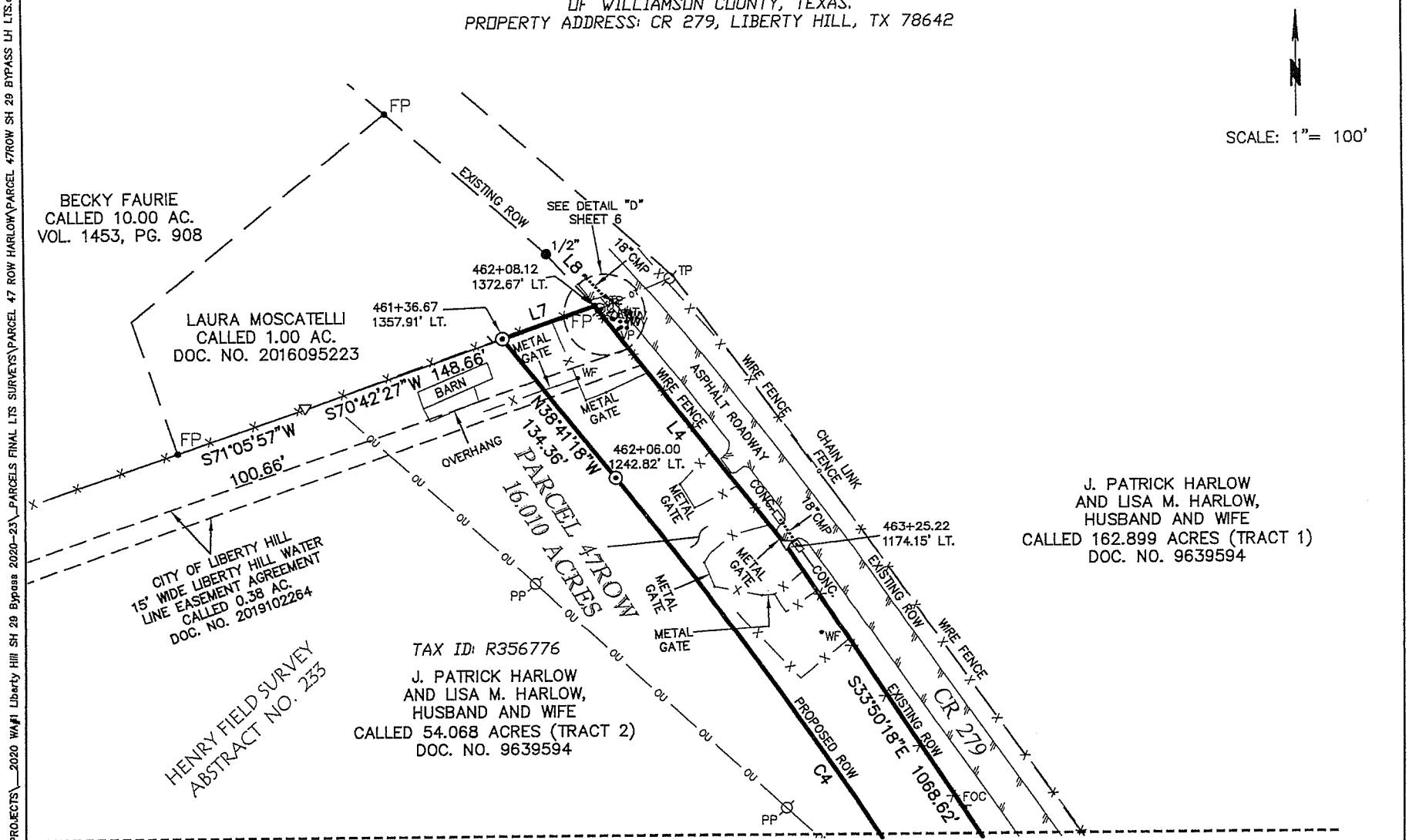
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642



PARCEL 47ROW
SHEET 5 OF 8

DIAMOND SURVEYING, INC.
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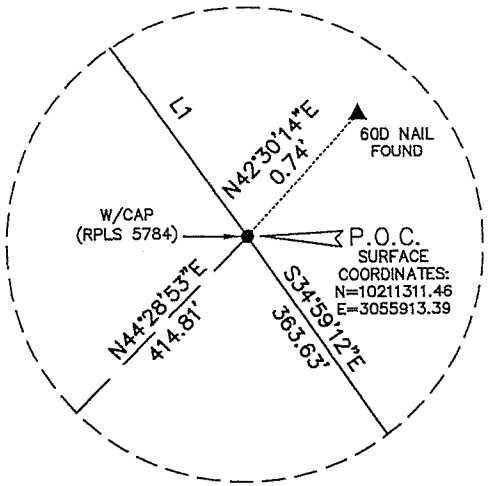
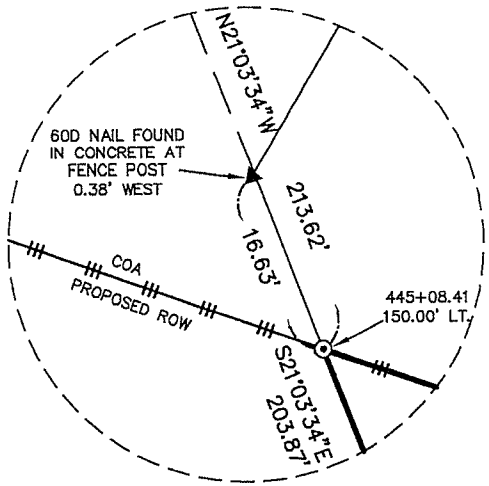
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642



DETAIL 'A'
(NOT TO SCALE)



DETAIL "B"
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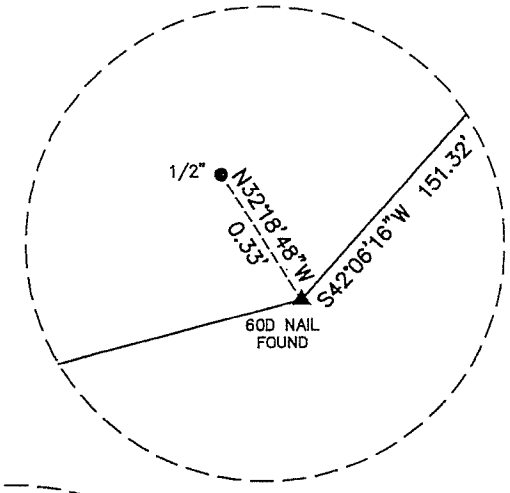

DETAIL 'C'
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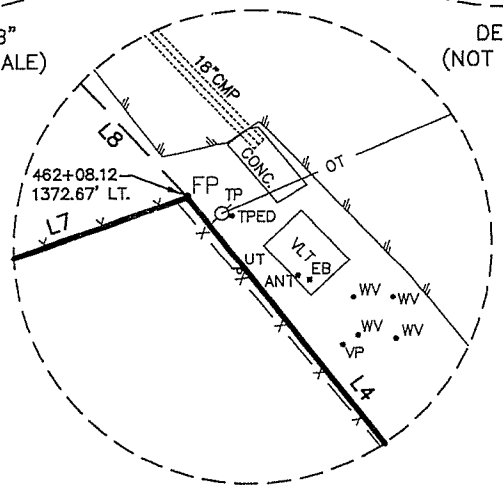

DETAIL 'D'
(1" = 20')

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N35°18'56"W	59.66'
L2	N35°18'56"W	24.87'
L3	N50°59'33"W	99.63'
L4	S38°09'19"E	230.48'
L5	S22°24'21"E	79.83'
L6	S42°06'16"W	21.95'
L7	N70°42'27"E	72.96'
L8	N42°42'33"W	52.78'
L9	N89°19'56"E	105.99'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2350.00'	1095.64'	26°42'47"	S84°15'49"E	1085.75'
C2	10850.00'	147.43'	0°46'43"	N81°59'26"E	147.43'
C3	2097.19'	316.75'	8°39'13"	N27°47'43"W	316.45'
C4	4000.00'	552.84'	7°55'08"	N34°43'44"W	552.40'
C5	2650.00'	814.72'	17°36'54"	N88°48'45"W	811.52'

PARCEL 47ROW
SHEET 6 OF 8

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642

LEGEND

●	IRON ROD FOUND
▲	60D NAIL FOUND
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
△	PK NAIL SET IN BASE OF TREE
▽	CALCULATED POINT
FP	FENCE POST
ANT	ANTENNA
VP	VENT PIPE
WF	WATER FAUCET
Ⓦ	WELL
WV	WATER VALVE
FH	FIRE HYDRANT
PP	POWER POLE
	DOWN GUY
TP	TELEPHONE POLE
UT	UNDERGROUND TELEPHONE MARKER
TPED	TELEPHONE PEDESTAL
— x — x — x —	WIRE FENCE
——— OT ———	OVERHEAD TELEPHONE LINE
——— OU ———	OVERHEAD UTILITY LINE
	EDGE OF PAVEMENT
	GUARD RAIL
	RIGHT-OF-WAY DEED LINE
	ENGINEER'S BASELINE
	CONTROL OF ACCESS
CONC.	CONCRETE
HDWL.	HEADWALL
CMP	CORRUGATED METAL PIPE
ROW	RIGHT-OF-WAY
COA	CONTROL OF ACCESS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

RECORD DEED INFORMATION
SEE SHEET 1

(A) MURRAY K. CHOATE AND PAMELA R. CHOATE
CALLED 13.929 AC. (TRACT I)
DOC. NO. 2016107912

(B) LIBERTY HILL WATER SUPPLY CORP.
CALLED 1.06 AC.
DOC. NO. 2000053600

RECORD DEED INFORMATION
WILLIAMSON COUNTY, TEXAS
RIGHT-OF-WAY DEEDS
SEE SHEET 3

(C) WILLIAMSON COUNTY, TEXAS
CALLED 0.06 AC.
VOL. 1988, PG. 638

(D) WILLIAMSON COUNTY, TEXAS
CALLED 0.015 AC.
VOL. 1987, PG. 644

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS_2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 47 ROW HARLOW\PARCEL 47ROW SH 29 BYPASS LH LTS.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Westcor Land Title Insurance Company, Commitment for Title Insurance T-7, GF No. T-149576, issued by Texas National Title, Inc., which bears an Effective Date June 18, 2021 and an Issued Date of July 1, 2021 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10.1. Electric transmission line easement granted to Texas Power & Light as described in Volume 235, Page 52, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10.2. Electric transmission and/or distribution line easement granted to Texas Power & Light Company as described in Volume 235, Page 89, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10.3. Electric transmission and/or distribution line easement granted to Texas Power & Light Company as described in Volume 235, Page 91, Deed Records, Williamson County, Texas. Maybe a part of the subject tract. Unable to determine exact location of said easement due to a vague description contained in said instrument.

10.4. Electric transmission and/or distribution line easement granted to Texas Power & Light Company as described in Volume 296, Page 28, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10.5. Water distribution and appurtenances easement granted to Liberty Hill Water Supply Corporation as described in Volume 1511, Page 314, Official Records, Williamson County, Texas. Not a part of the subject tract.

10.6. Water distribution and appurtenances easement granted to Liberty Hill Water Supply Corporation as described in Document No. 9618021, Official Records, Williamson County, Texas. May be a part of the subject tract. Unable to determine exact location of said easement due to a vague description contained in said instrument. Said instrument states: "The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the centerline thereof being the pipe line as installed." Attachment A of said instrument further states: "This easement to follow the entire length of property line bordering CR 279. The LHWSC will attempt to stay as close to property line as possible. We will only move away from the fence at the Grantor's instructions. (such as going around a large tree, etc.). A 6"PVC potable water line will be installed in this easement.". However said instrument does not state as to which side of CR 279 the pipeline will be installed.

10.7. All terms, conditions and provisions of that certain Liberty Hill Water Line Easement of record in Document No. 2019102264, Official Public Records of Williamson County, Texas. Is a part of the subject tract as shown hereon.

10.8. Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease: Recorded: Volume 494, Page 114, Deed Records, Williamson County, Texas. Not a survey matter.

10.9. Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease: Recorded: Volume 829, Page 467, Deed Records, Williamson County, Texas. Not a survey matter.

To: Williamson County, Texas, Westcor Land Title Insurance Company and Texas National Title, Inc., exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 29, 2021. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PARCEL 47ROW
SHEET 8 OF 8

SHANE SHAFER, R.P.L.S. NO. 5281 — AUGUST 2, 2021 DATE

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS_2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 47 ROW HARLOW\PARCEL 47ROW SH 29 BYPASS LH LTS.dwg

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 2
COUNTY OF WILLIAMSON	§	Project: Liberty Hill Bypass

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **J. PATRICK HARLOW AND LISA M. HARLOW** (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Liberty Hill Bypass roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of ONE HUNDRED NINETY-TWO THOUSAND SIXTY-TWO and 00/100 Dollars ($192,062.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon the Effective Date as described in Paragraph 3, subject to the conditions in paragraph 14 below, if any. Grantee will place this Agreement on County's agenda within two business days of County's receipt of an executed copy of this Agreement. Grantee will tender payment of this amount to Grantor or the title company within 14 days of County's approval of this Agreement.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment

for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County within 45 days of the notice.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is paid to Grantor by the County or the title company(the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-152480, issued September 3, 2021 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. 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.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date. The parties agree to schedule the special commissioners hearing on a mutually agreeable date during the first Quarter of 2023. The parties further agree that the amount of compensation set forth in this agreement will not be admitted into evidence to the fact finder determining just compensation (the Special Commissioners or thereafter a jury.)

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be

acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the Award of Special Commissioners. Otherwise, prejudgment and post judgment interest, if any, will be computed and paid as provided by law.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment. County agrees to deposit the amount of the award, less the payment made pursuant to paragraph 2, within 45 days of the special commissioners hearing. County agrees to maintain at least one point of access for Grantor's use during the entire duration of County's Roadway Construction Project, unless otherwise agreed to in writing by Grantor. County acknowledges livestock exist from time to time on the subject property and that Grantor maintains a fence at the subject property's boundaries to contain livestock and prevent their meandering off the subject property. As such, County agrees to notify Grantor 14 days before cutting or removing any portion of Grantor's fence. County agrees to stake the proposed right-of-way line within 14 days of Grantor's request.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

J. Patrick Harlow

By: J Patrick Harlow

Name: James Patrick Harlow

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 28 day of November, 2022 by James Patrick Harlow, in the capacity and for the purposes and consideration recited herein.

SHARI PADDOCK
Notary Public
State of Texas
ID # 12814157-1
My Comm. Expires 01-06-2026

Notary Public, State of Texas
Printed Name: Shari Paddock
My Commission Expires: 1/06/2026

GRANTOR:

Lisa M. Harlow

By: Lisa M Harlow

Name: Lisa M Harlow

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 28 day of November, 2022 by Lisa Harlow, in the capacity and for the purposes and consideration recited herein.

SHARI PADDOCK
Notary Public
State of Texas
ID # 12814157-1
My Comm. Expires 01-06-2026

Notary Public, State of Texas
Printed Name: Shari Paddock
My Commission Expires: 1/06/2026

COUNTY:

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., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT ____

County: Williamson
Parcel : 2–Harlow
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 2.285 ACRE (99,551 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 162.899 ACRE TRACT OF LAND (TRACT 1) DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO J. PATRICK HARLOW AND LISA M. HARLOW RECORDED IN DOCUMENT NO. 1996039594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.285 ACRE (99,551 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set at the intersection of the existing easterly Right-of-Way (ROW) line of County Road (C.R.) 279 (ROW width varies) with the proposed easterly ROW line of Bagdad Road (ROW width varies), being 24.54 feet right of Bagdad Road Baseline Station 344+74.59 (Grid Coordinates determined as N=10,212,221.20 E=3,055,846.01), same being in the westerly boundary line of said 162.899 acre tract, for the northerly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an 80D nail found, being the northwesterly corner of said 162.899 acre tract, same being the southwesterly corner of that called 4.65 acre tract of land cited in General Warranty Deed With Vendor's Lien to George E. Peacock, Jr. and Joyce H. Peacock Document No. 2019011190 and described in Document No. 2016035077, both of the Official Public Records of Williamson County, Texas, bears N 48°28'10" W, at a distance of 172.07 feet;

THENCE, departing said existing easterly ROW line, with said proposed easterly ROW line, through the interior of said 162.899 acre tract, the following five (5) courses:

1) **S 53°54'58" E,** for a distance of **142.84** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 35.09 feet right of Bagdad Road Baseline Station 343+30.31, for an angle point;

2) **S 57°18'47" E,** for a distance of **299.21** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 42.68 feet right of Bagdad Road Baseline Station 340+30.33, for the beginning of a non-tangent curve to the right;

3) Along said curve to the right, having a delta angle of **19°50'04",** a radius of **2,715.00** feet, an arc length of **939.87** feet and a chord which bears **S 44°03'50" E,** for a distance of **935.18** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.11 feet right of Bagdad Road Baseline Station 331+10.14, for a point of non-tangency;

4) **S 33°37'22" E,** for a distance of **1,058.63** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 129.32 feet right of Bagdad Road Baseline Station 320+73.67, for an angle point;

5) **S 22°03'14" E,** for a distance of **39.32** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 129.69 feet right of Bagdad Road Baseline Station 320+36.54, in the westerly boundary line of said 162.899 acre tract, same being in the easterly boundary line of that called 8.02 acre tract of land (Tract One) described in Deed of Gift to Timothy P. Harlow recorded in Volume 1572, Page 362 of the Official Records of Williamson County, Texas, for the southerly corner of the herein described parcel;

6) **THENCE,** with said common boundary line, **N 37°30'25" W,** for a distance of **51.21** feet to a 1/2" iron rod found in said existing easterly ROW line of C.R. 279, being an angle point in the westerly boundary line of said 162.899 acre tract, same being the northwesterly corner of said 8.02 acre tract, and from which, a 1/2" iron rod found, being the southwesterly corner of said 8.02 acre tract bears, with said existing easterly ROW line, S 14°47'53" E, at a distance of 383.57 feet a calculated angle point and continuing S 19°38'16" E, at a distance of 238.71 feet;

County: Williamson
Parcel : 2–Harlow
Highway: Bagdad Rd (CR 279)

THENCE, departing said 8.02 acre tract and said proposed easterly ROW line, with said existing easterly ROW line, same being the westerly boundary line of said 162.899 acre tract, the following four (4) courses:

7) **N 35°40'29" W,** for a distance of **1,143.69** feet to a called for chain link fence corner post, for an angle point;

8) **N 36°05'59" W,** for a distance of **77.18** feet to a called for chain link fence corner post, for an angle point;

9) **N 38°16'43" W,** for a distance of **121.36** feet, for a calculated angle point;

10) **N 48°28'10" W,** for a distance of **1,068.37** feet to the **POINT OF BEGINNING,** containing 2.285 acres (99,551 square feet) of land, more or less

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 12 July 2021
Date

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

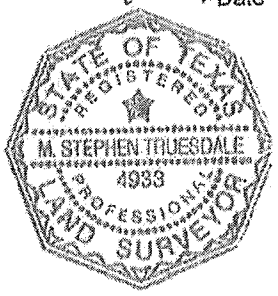
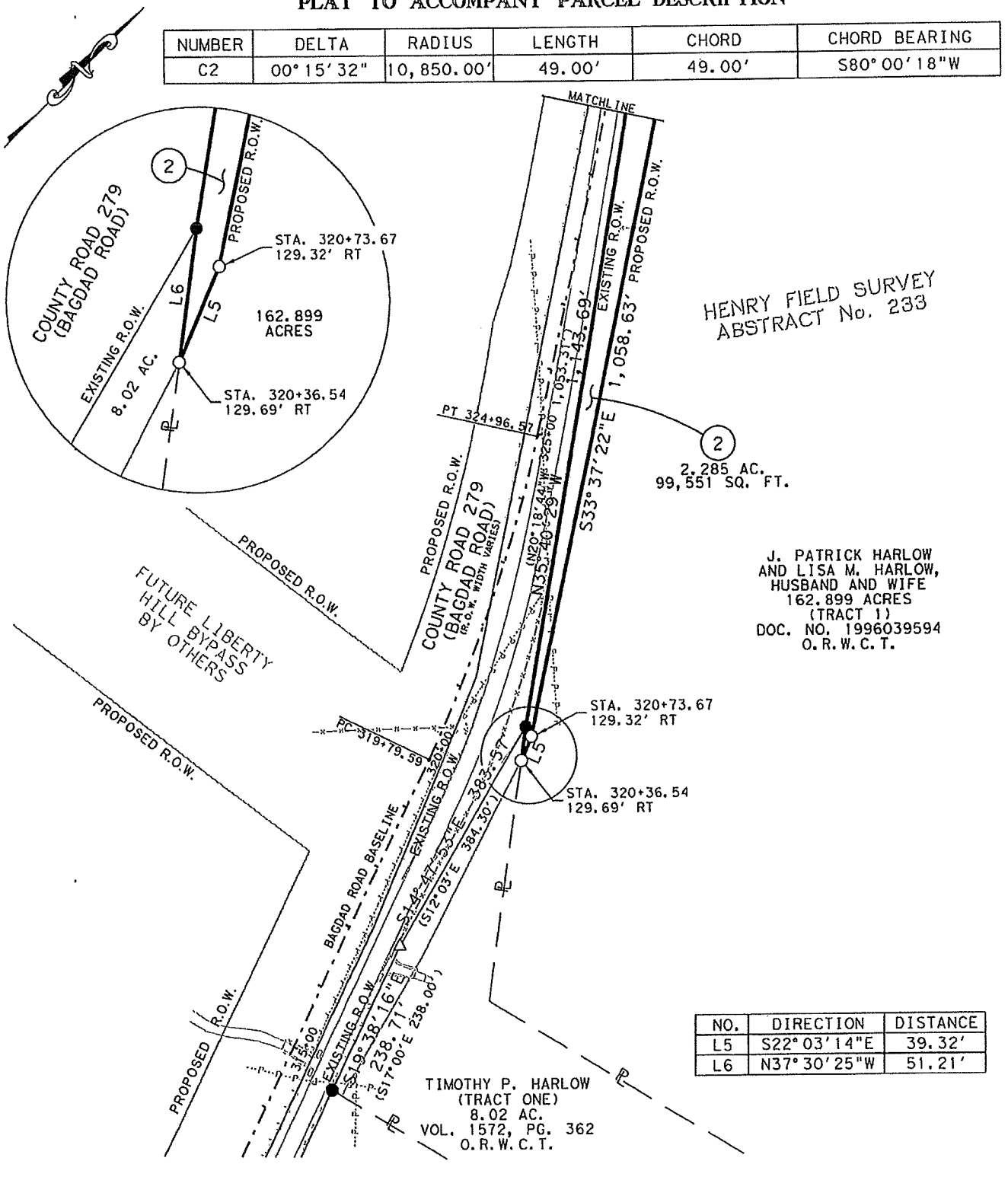


EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	00°15'32"	10,850.00'	49.00'	49.00'	S80°00'18"W



NO.	DIRECTION	DISTANCE
L5	S22°03'14"E	39.32'
L6	N37°30'25"W	51.21'

06/23/2021

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

J. PATRICK HARLOW & LISA M. HARLOW

SCALE	PROJECT	COUNTY
1" = 200'	BAGDAD ROAD	WILLIAMSON

PARCEL 2
2.285 ACRES
99,551 Sq. Ft.

S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCELS 2,5,6 & 7-HARLOW\PARCEL 2\PARCEL 2-HARLOW-SH3.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	19°50'04"	2,715.00'	939.87'	935.18'	S44°03'50"E

LEGEND

✱	FENCE POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
▲	80/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON-COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
⊣⊢	LINE BREAK
⊓	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NO.	DIRECTION	DISTANCE
L1	N48°28'10"W	172.07'
L2	S53°54'58"E	142.84'
L3	S57°18'47"E	299.21'
L4	S33°37'22"E	1,058.63'
L7	N35°40'29"W	1,143.69'
(L7)	(N20°18'44"W)	(1,053.31')
L8	N36°05'59"W	77.18'
(L8)	(N35°47'48"W)	(76.36')
L9	N38°16'43"W	121.36'
(L9)	(N36°17'32"W)	(121.38')

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

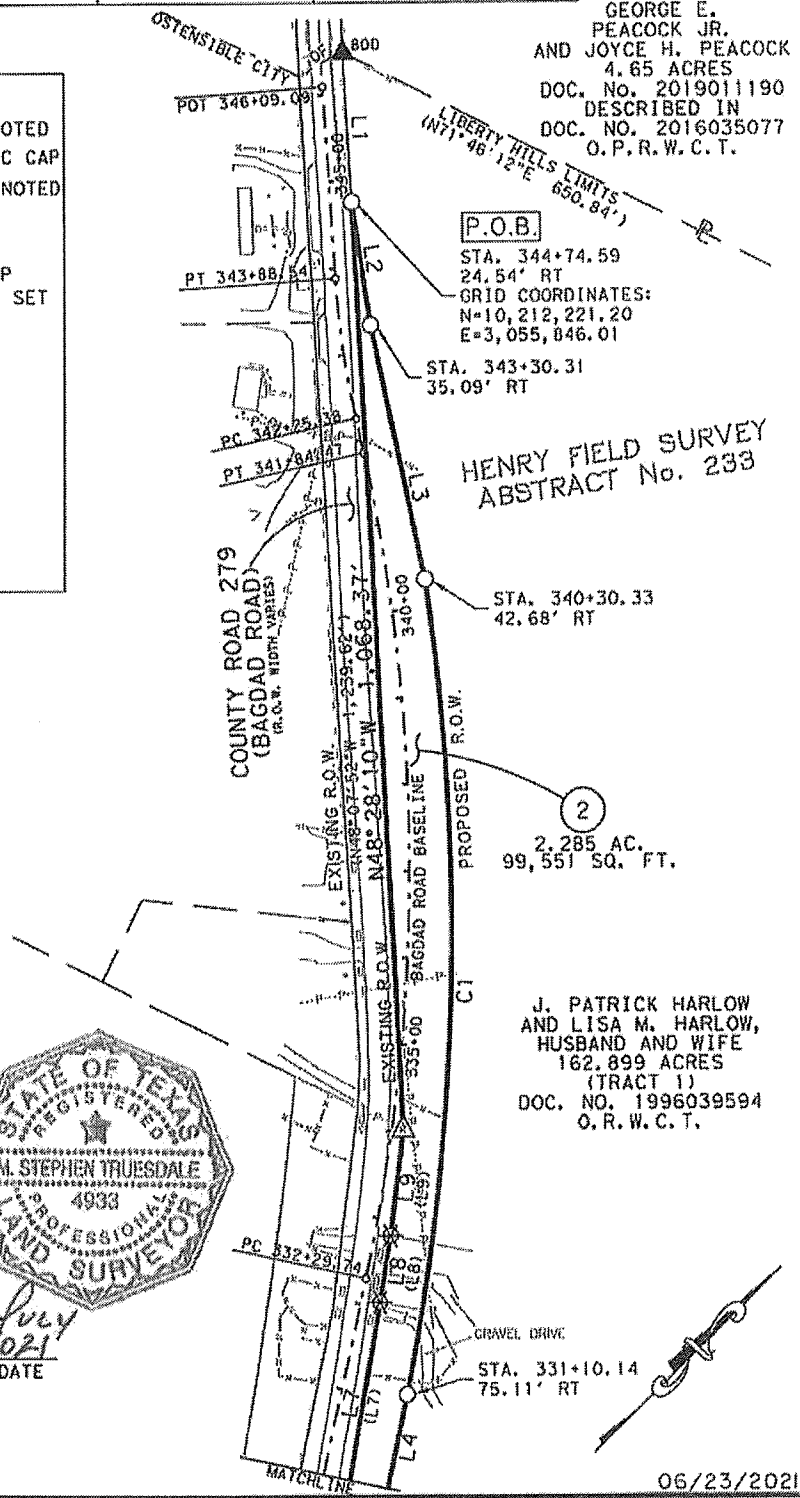
2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEYMADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

M. Stephen Truesdale 12 July 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



06/23/2021

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

J. PATRICK HARLOW & LISA M. HARLOW

SCALE	PROJECT	COUNTY
1" = 200'	BAGDAD ROAD	WILLIAMSON

PARCEL 2
2.285 ACRES
99,551 Sq. Ft.

S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCELS 2,5,6 & 7-HARLOW\PARCEL 2\PARCEL 2-HARLOW-SH4.dgn

Commissioners Court - Regular Session **43.**

Meeting Date: 12/13/2022

Bagdad Rd. Possession & Use Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession & Use Agreement with James Patrick Harlow for 0.036 Acres needed for right of way on the Bagdad at CR 279 project (Parcel 49). Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/08/2022 10:24 AM
Form Started By: Charlie Crossfield		Started On: 12/07/2022 04:34 PM
Final Approval Date: 12/08/2022		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 49
COUNTY OF WILLIAMSON	§	Project: Liberty Hill Bypass

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **JAMES PATRICK HARLOW** (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Liberty Hill Bypass roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of FOUR THOUSAND SEVEN HUNDRED THREE and 00/100 Dollars ($4,703.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. Grantee will place this Agreement on County's agenda within two business days of County's receipt of an executed copy of this Agreement. Grantee will tender payment of this amount to Grantor or the title company within 14 days of County's approval of this Agreement.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment

for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County within 45 days of the notice.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is paid to grantor by the County or the title company (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-152480, issued September 3, 2021 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record.

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. 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.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date. The parties agree to schedule the special commissioners hearing on a mutually agreeable date during the first Quarter of 2023. The parties further agree that the amount of compensation set forth in this agreement will not be admitted into evidence to the fact finder determining just compensation (the Special Commissioners or thereafter a jury.)

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be

acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the Effective Date. Otherwise, prejudgment and post judgment interest, if any, will be computed and paid as provided by law.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment. County agrees to deposit the amount of the award, less the payment made pursuant to paragraph 2, within 45 days of the special commissioners hearing. County agrees to maintain at least one point of access for Grantor's use during the entire duration of County's Roadway Construction Project, unless otherwise agreed to in writing by Grantor. County acknowledges livestock exist from time to time on the subject property and that Grantor maintains a fence at the subject property's boundaries to contain livestock and prevent their meandering off the subject property. As such, County agrees to notify Grantor 14 days before cutting or removing any portion of Grantor's fence. County agrees to stake the proposed right-of-way line within 14 days of Grantor's request.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

James Patrick Harlow

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 28 day of November, 2022 by James Patrick. Harlow in the capacity and for the purposes and consideration recited herein.

SHARI PADDOCK
Notary Public
State of Texas
ID # 12814157-1
My Comm. Expires 01-06-2026

Notary Public, State of Texas
Printed Name: Shari Paddock
My Commission Expires: 1/06/2026

COUNTY:

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., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT A

County: Williamson
Parcel: 49--Harlow
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.036 ACRE (1,549 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 6.32 ACRE TRACT OF LAND DESCRIBED IN DEED OF GIFT TO JAMES PATRICK HARLOW RECORDED IN VOLUME 1572, PAGE 365 (TRACT ONE) OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.036 ACRE (1,549 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 98.19 feet right of Bagdad Road Baseline Station 314+66.15 (Grid Coordinates determined as N=10,209,834.91 E=3,057,627.37), being in the northerly boundary line of said 6.32 acre tract, same being in the southerly boundary line of that called 8.02 acre tract of land described in Deed Of Gift to Timothy P. Harlow recorded in Volume 1572, Page 362 (Tract One) of the Official Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE,** departing said 8.02 acre tract, with said proposed easterly ROW line, through the interior of said 6.32 acre tract, **S 14°38'00" E,** for a distance of **107.61** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 82.12 feet right of said Bagdad Road Baseline Station 312+79.23 in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), same being in the westerly boundary line of said 6.32 acre tract, for the southerly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southwesterly corner of said 6.32 acre tract, same being the northwesterly corner of that called 5.29 acre tract of land described in Deed Of Gift to Michael Forbes Harlow recorded in Volume 1572, Page 359 (Tract One) of the Official Records of Williamson County, Texas and subsequently being a portion of an unstated acreage tract cited in Survivorship Deed to said Michael Forbes Harlow and Linda Lunsford Harlow, Jeremiah Forbes Harlow and Crystal Eastham Harlow recorded in Document No. 2019091457 of the Official Records of Williamson County, Texas, bears S 19°39'42" E, at a distance of 49.51 feet;

2) **THENCE,** with said existing easterly ROW line, being said westerly boundary line of the 6.32 acre tract, **N 19°39'42" W,** for a distance of **188.40** feet to a 1/2" iron rod found, being the northwesterly corner of said 6.32 acre tract, same being the southwesterly corner of said 8.02 acre tract, for the northwesterly corner of the herein described parcel;

3) **THENCE,** departing said existing easterly ROW line, with said northerly boundary line of the 6.32 acre tract, same being said southerly boundary line of the 8.02 acre tract, **N 76°36'40" E,** for a distance of **16.51** feet to the **POINT OF BEGINNING,** containing 0.036 acres (1,549 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 28 FEB 2022

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

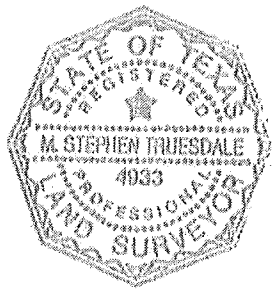


EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON-COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

TIMOTHY P. HARLOW
(TRACT ONE)
(8.02 ACRES)
VOL. 1572, PG. 362
O.R.W.C.T.

EXISTING R.O.W.

315+00

BAGDAD ROAD BASELINE

COUNTY ROAD 279
(BAGDAD ROAD)
(R.O.W. WIDTH VARIES)

L2

(S78°19'W ℄ 1,260.1')

P.O.B.
STA. 314+66.15
98.19' RT
GRID COORDINATES:
N=10,209,834.91
E=3,057,627.37

PROPOSED R.O.W.

(N17°00'W 238.00')
N19°39'42"W 188.40'
S14°38'00"E 187.61'

49
0.036 AC.
1,549 SQ. FT.

NO.	DIRECTION	DISTANCE
L1	S19°39'42"E	49.51'
L2	N75°36'40"E	16.51'

JAMES PATRICK HARLOW
(TRACT ONE)
(6.32 ACRES)
VOL. 1572, PG. 365
O.R.W.C.T.

STA. 312+79.23
82.12' RT

L1

HENRY FIELD SURVEY
ABSTRACT No. 233

(N78°15'E ℄ 1,070.1')

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-154916, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 8, 2021, ISSUE DATE OCTOBER 20, 2021.

NO ITEMS TO ADDRESS IN SCHEDULE "B".

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 28 FEB 2022
DATE

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

MICHAEL FORBES HARLOW
& LINDA LUNSFORD HARLOW AND
JEREMIAH FORBES HARLOW
& CRYSTAL EASTHAM HARLOW
PORTION OF 19.789 ACRES
DOC. NO. 2019091457
O.P.R.W.C.T.

(TRACT ONE)
5.29 ACRES
DESCRIBED IN
VOL. 1572, PG. 359
O.R.W.C.T.

REV: 02/22/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

TIMOTHY P. HARLOW

PARCEL 49
0.036 ACRES
1,549 Sq. Ft.

SCALE		
1" = 60'	BAGDAD ROAD	WILLIAMSON

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 49-JAMES HARLOW\PARCEL 49-JAMES-HARLOW.dgn

Commissioners Court - Regular Session **44.**

Meeting Date: 12/13/2022

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 CR 255.
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	12/08/2022 10:29 AM
Form Started By: Charlie Crossfield		Started On: 12/07/2022 04:37 PM
Final Approval Date: 12/08/2022		

Commissioners Court - Regular Session **45.**

Meeting Date: 12/13/2022

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
l) Project Corgi

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	12/08/2022 10:30 AM
Form Started By: Charlie Crossfield		Started On: 12/07/2022 04:38 PM
Final Approval Date: 12/08/2022		