NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
April 25, 2023
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 – 33)

3. Discuss, consider, and take appropriate action on a line item transfer for County Court at Law #5.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	$16,792.20
TO	0100-0430-003005	CCL5/Furniture	$16,792.20

4. Discuss, consider, and take appropriate action on a line item transfer for Constable Pct. 1

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.004414	Veh. Insurance	1548.37
From	0100.0551.003002	Veh. Equiptment	900.00
From	0100.0551.003008	Law Enf. Equipment	1000.00
From	0100.0551.003900	Memb. Dues	900.00
To	0100.0551.004541	Veh. Repairs & Maint	4348.47

5. Discuss, consider, and take appropriate action on a line item transfer for the Regional Animal Shelter Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount

From	0545.0545.004419	Property Insurance	$3,856.73
From	0545.0545.003001	Small Equipment	$2,332.33
To	0545.0545.004500	Maintenance Contracts	$6,189.06
From	0545.0545.004414	Vehicle Insurance	$605.18
To	0545.0545.004211	Telephone Service	$605.18

6. Discuss, Consider, and take appropriate action on a line item transfer for the Corrections Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004350	Printed Materials & Binding	$4,000.00
From	0100.0570.003100	Office Supplies	$5,000.00
From	0100.0570.003318	Janitorial Supplies	$10,000.00
To	0100.0570.003009	Linens/Toiletries	$19,000.00

7. Discuss, consider, and take appropriate action on a line item transfer for the Corrections Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003318	Janitorial Supplies	$2,500.00
From	0100.0570.004992	CSR Program	$500.00
To	0100.0570.003305	Clothing	$3,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004621	Copier Lease	$1,578.90
From	0100.0509.003010	Computer Equipment	$4,421.10
To	0100.0509.003319	Extermination	$4,000.00
To	0100.0509.004999	Miscellaneous	$2,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003599	Road Constr./Maint.	$150,000.00
To	0200-0210-004620	Furniture/Equip. Rental	$150,000.00

10. 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.

11. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 04/19/2023 for the Williamson County Tax Assessor/Collector.

12. Discuss, consider, and take appropriate action on approving property tax collections for the month of March 2023 for the Williamson County Tax Assessor/Collector.

13. Discuss, consider, and take appropriate action on authorizing the disposal of county equipment Capital Assets through Auction including One (1) 2001 Patriot Mobile Double Wide Home, VIN #6575, pursuant to Texas Local Government Code 263.152.

14. Discuss, consider, and take appropriate action to approve the County Attorney February 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

15. Discuss, consider, and take appropriate action to approve the County Attorney March 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

16. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, March 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

17. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, March 2023 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

18. Discuss, consider and take appropriate action on noting in the minutes a Senate Committee on Nominations Confirmation by the Texas Senate for County Commissioner Pct. 3 Valerie Covey. She has been confirmed by the Texas Senate for reappointment to TIDC.

19. Discuss, consider and take appropriate action on approving Agreement #2023177 for the annual maintenance and support of the Property Fraud Alert System utilized by Williamson County Clerk's Office in the amount of $2,150.00 for the initial term in 2023, and $2,344.00 for three (3) additional one-year terms for 2024, 2025 and 2026 with Fidlar Technologies, Inc., exempting the purchase under Texas Local Government Code Sec. 262.024. DISCRETIONARY EXEMPTIONS. (7) (D) captive replacement parts or components for equipment, and authorize the execution of the agreement.

20. Discuss, consider, and take appropriate action on awarding RFP #22RFP150 Electronic Payment Processing for the Treasurer's Office to the overall best respondent, Certified Payments, and authorizing the execution of the agreement.

21. Discuss, consider, and take appropriate action on awarding IFB #23IFB24 Carlson Cove Tower Site Lease to Univision Radio Broadcasting Texas, LP DBA Univision Communications Inc. in the amount of $30,000.00 per year, paid $2,500.00 monthly, plus $78.32 additional rent for real property taxes and execution of the Lease Agreement.

22. Discuss, consider and take appropriate action on approving the purchase of TAB Fusion annual maintenance #2023188 in the amount of $7,728.70 and exempting the purchase from the competitive bidding requirements for said service established by TLGC §262.024 Discretionary Exemptions (a)(7) [an item that can be obtained from only one source, including (D) Captive Replacement Parts or Components for Equipment].

23. Discuss, consider, and take appropriate action on approving the Proposal #2023185 between Williamson County and Data Projections, Inc. for the total of $11,000.00, pursuant to TIPS contract #210101, valid through 5/31/2026, and authorizing the execution of the Proposal.

24. Discuss, consider, and take appropriate action on approving the quote #2023183 between Williamson County and Core Office Interiors for the amount of $16,649.17 pursuant to BuyBoard contract #667-22, and authorize the execution of the quote.

25. Discuss, consider, and take appropriate action on approving a blanket purchase order for cell phone service with Verizon Wireless in the amount of $56,088.00 pursuant to DIR contract #DIR-TSO-4336.

26. Discuss, consider and take appropriate action on accepting a report from G2 Construction Services, Inc., Change Order No. 3 for the Williamson County Sheriff's Office Administration Renovations in the amount of $2,641.50. There will be no additional days toward substantial completion. Funding Source is 01.0100.1008.004509.

27. Discuss, consider, and take appropriate action on approving the service contract #2023160 for flexible pavement structure repair on Hodde Lane by Lone Star Paving, 11675 Jollyville Rd, Suite 150, Austin, TX 78759, in the amount of $44,505.00 and authorizing the execution of this agreement.

28. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on March 31, 2025 under Williamson County Contract for Engineering Services between K Friese + Associates and Williamson County dated May 31, 2022 for On Call Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

29. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $598,719.00 to expire on October 31, 2023 under Williamson County Contract for Engineering Services between Seiler Lankes Group, LLC and Williamson County dated October 11, 2022 for CR 255 and CR 289 Plans, Specifications and Estimates (PS&E). Funding source: P546

30. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $539,225.00 to expire on May 1, 2024 under Williamson County Contract for Engineering Services between WSB & Associates, Inc. and Williamson County dated March 9, 2021 for CR 201 From CR 200 to Umbrella Sky. Funding source: P499.

31. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Seiler Lankes Group and Williamson County dated October 11, 2022 for CR 255 and CR 289 from CR 254 to Ronald Reagan Boulevard. This Contract Amendment No 1 will allow for an increase in the compensation cap from $400,000.00 to $794,159.00. Funding source: P546.

32. Discuss, consider and take appropriate action on Change Order No 2 to contract number 22IFB131 for Smith Contracting Co, Inc. in the amount of -$145,724.56 for San Gabriel Ranch Road and Remuda Drive Improvements. Funding source: P492

33. Discuss, consider and take appropriate action on approval of the final plat for the Cool Water Phase 3 Section 3 subdivision – Precinct 4.

REGULAR AGENDA

34. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Bessie Sloan) who passed away in Williamson County, Texas where there has been no inquest by a Justice of the Peace and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

35. Receive and discuss an update on travels to South Korea.

36. Discuss, consider and take appropriate action on a Mutual Cooperation Agreement between Korea Trade-Investment Corporation and Williamson County.

37. Discuss, consider, and take appropriate action on adopting a standard agreement for newly formed Municipal Utility Districts, Municipal Management Districts and similarly formed districts and developments.

38. Discuss, consider and take appropriate action on Memorandum of Understanding (MOU) between Williamson County and Cities Health District (WCCHD) and Williamson County Emergency Medical Services (EMS) required to collaborate and submit an application for CDC Overdose Data to Action - Limiting Overdose through Collaborative Actions in Localities grant.

39. Discuss and hear presentation from Dan Wegmiller, Financial Advisor, of Specialized Public Finance regarding the results of the 2023 Tax Anticipation Notes.

40. Discuss, consider and take any appropriate action regarding adopting an order relating to a public hearing and approving financing by Waste Management, Inc. and related matters in compliance with Section 501.159 of the Texas Development Corporation Act, Texas Local Government Code, chapter 501 and with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

41. Discuss, consider and take appropriate action on a compensation review for Elected Officials.

42. Discuss, consider and take appropriate action on updating the Williamson County Purchasing Policy as it pertains to Furniture Purchasing.

43. Discuss, consider, and take appropriate action on approving the construction agreement #2023179 with Falkenberg Construction Company, Inc. for interior restroom renovations at the Southwest Regional Park (SWRP) Baseball and Softball fields, 3005 CO Rd 175, Leander, TX 78641 in the amount of one hundred eighty-four thousand seventy-nine and sixty-nine cents ($184,079.69) via BuyBoard cooperative Contract #581-19 and authorizing the execution of this agreement. Funding Source is P606.

44. Discuss, consider, and take appropriate action on approving and ratifying the Emergency Services Contract #2023176 between Williamson County and South Texas Restoration, Inc. for the amount of $5,059.22, and exempting the service from the competitive bidding requirements as per Section 262.024 (a)(3) [an item necessary because of unforeseen damage to public property] and authorizing the execution of the agreement.

45. Discuss, consider, and take appropriate action on awarding RFSCP #23CSP38 River Ranch Interpretive Center Completion to Chasco Contractors, Ltd., LLC, in the amount of $595,776.00 and authorize the execution of the agreement. Funding Source is P465.

46. Discuss, consider and take appropriate action on approving Construction Contract for Emergency Operations Center Communication Consoles Renovation with J.T. Vaughn Construction, LLC for Facilities Management in the amount of $602,918.00 as per OMNIA Contract #R200107, and authorizing the execution of the agreement.

47. Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Agreement for Design & Engineering Services with BLGY, Inc. for the Juvenile Justice Center Addition (P578) for $6,306,300.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$166,107.00
To	0100.0409.000777	Transfer to Capital Projects	$166,107.00

49. Discuss, consider, and take appropriate action on transferring $72,396 from P617 (2023 CIP unallocated) to P625 (ESOC Communication Consoles Renovation).

50. Discuss, consider, and take appropriate action on approving a 2021 CIP transfer to close P563 (SW Regional Parking Lot) and move the remaining funds of $325,224.23 to P625 (ESOC Communication Consoles Renovation).

51. Discuss, consider, and take appropriate action on approving a 2020 CIP Transfer to close P543 (JJC-Records Room Remodel) and move the remaining funds of $39,190.95 to P625 (ESOC Communication Consoles Renovation).

52. Discuss, consider, and take appropriate action on a transfer of $525,000 from P315 (River Ranch County Park) to P465 (Interpretive Center).

53. Discuss, consider, and take appropriate action on transferring $25,000 from P617 (2023 CIP Unallocated) to P614 (Jail Dock Stations Generators).

54. Receive the April 2023 Construction Summary Report and PowerPoint Presentation

55. Discuss, consider and take appropriate action on a Property Owner's Consent Form for City of Georgetown permit applications for the Smith Branch Flood Control Project at the Juvenile Justice Center authorizing Doucet & Associates as the applicant. The City of Georgetown requires the property owner's written consent for a consultant to submit forms on the behalf of Williamson County. P519

56. Discuss, consider and take appropriate action regarding removing J. Terron Evertson, P.E. as County Engineer and assigning him to serve as Deputy Director of Infrastructure and Director of the Road and Bridge Division.

57. Discuss, consider and take appropriate action on appointing Adam Boatright, P.E. to serve as County Engineer in addition to serving as Development & Drainage Division Director of the Department of Infrastructure.

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

59. Discuss, consider, and take appropriate action on transferring $1,500,000 from P618 (Road and Bridge Unallocated) to P626 (CR 130 Widening and pavement rehabilitation).

60. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $925,354.41 for Project 22IFB139 FM 3349 at US 79 (James Construction) P: 332 Funding Source: Road Bond.

61. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $82,000 for Project 22IFB139 FM 3349 at US 79 (James Construction) P: 332 Funding Source: Road Bond.

62. Discuss, consider, and take appropriate action regarding Change Order No. 9 in the amount of $14,282.00 for Project 22IFB39 CR 111 Westinghouse Rd (Capital Excavation) P: 292 Funding Source: Road Bond.

63. Discuss and take appropriate action on a real estate contract with Piotr Wojciech Wieckowski and Laura Anderson Wieckowski for 0.046 acres of ROW needed on County Road 255. (Parcel 14) Funding Source: TANS P588

64. Discuss and take appropriate action on a real estate contract with Carmelo Tassone and Carole Tassone for 1.038 acres of ROW needed on County Road 255. (Parcel 11) Funding Source: TANS P588

65. Discuss, consider and take appropriate action on a Consent and Development Agreement with Williamson County, Texas; Pearson Ranch LLC and Williamson County Development District No. 1 regarding the creation of the proposed municipal utility district and the development of 148.8 Acres for Pearson Ranch West.

66. Discuss, consider and take appropriate action on adopting the Williamson County Strategic Plan and Implementation Plan.

67. Discuss, consider and take appropriate action on an update for the 88th Legislative Session.

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

68. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: 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.
y) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas

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
i) Sale of property located 747 County Rd. 138 Hutto, Texas
j) Discuss Right of Way for Southwestern Boulevard, Georgetown, 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.

69. 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 Fittipaldi
b) Project Acropolis
c) Project World
d) Project Mellencamp
e) Project Corgi
f) Project Anniversary
g) Project Glee
h) Project Skyfall
i) Project Stamper
j) Project Soul Train

70. 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. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. 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
4. 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
5. 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
6. 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
7. 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
8. 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
9. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
10. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. 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
18. Cause No. D-1-GN-22-007162; Williamson County v. Ken Paxton, Attorney General of the State of Texas; In the 353rd Judicial District Court of Travis County, Texas
19. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
20. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas

c. EEOC/TWC matters:

1. EEOC Charge EEOC Charge No. 451-2023-00766 - K.B.

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 pertaining to DM Medical Billings, LLC.
5. Legal matters relating to proposed Hutto TIRZ #3.
6. Legal matters pertaining to nuisance abatement procedures.
7. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

71. 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).

72. 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).

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

REGULAR AGENDA (continued)

74. Discuss and take appropriate action concerning economic development.

75. Discuss and take appropriate action concerning real estate.

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

a. General:
1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

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6. 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
7. 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

8. 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

9. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas

10. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas

11. 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

12. 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

13. 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

14. 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

15. 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

16. 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

17. 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

18. Cause No. D-1-GN-22-007162; Williamson County v. Ken Paxton, Attorney General of the State of Texas; In the 353rd Judicial District Court of Travis County, Texas

19. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

20. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff’s Office; In the 368th Judicial District Court of Williamson County, Texas

c. EEOC/TWC matters:

1. EEOC Charge No. 451-2023-00766 - K.B.

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 pertaining to DM Medical Billings, LLC.
5. Legal matters relating to proposed Hutto TIRZ #3.
6. Legal matters pertaining to nuisance abatement procedures.
7. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children’s Advocacy Center, Inc.

77. 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.

78. Comments from Commissioners.

79. 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 21st day of April 2023 at 3:00 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: 04/25/2023

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for County Court at Law #5.

Background

CCL5 received furniture for their new space, however, it does not meet their needs with respect to configuration for personnel. Furniture received for the Judge's Office works, but the remainder has been distributed to other offices needing replacement furniture. This transfer is for furniture for the offices of the three FTEs under the Judge.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	$16,792.20
TO	0100-0430-003005	CCL5/Furniture	$16,792.20

Attachments

CCL5 Furniture Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/19/2023 09:44 AM
Form Started By: Ashlie Holladay		Started On: 04/18/2023 08:30 AM
Final Approval Date: 04/19/2023		

NATIONAL BUSINESS FURNITURE

Quote # QA500516 (v2)

National Business Furniture, LLC
770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x fax: (800) 329-9349

Ship-To Address michelle.lemke@wilco.org

MICHELLE LEMKE
WILLIAMSON COUNTY COURT
405 MARTIN LUTHER KNG ST STE 135
GEORGETOWN, TX 78626
(512) 943-3674

Source: OS0021
Cat: 77-ED4
Cust#: BT6904

Bill-To Address michelle.lemke@wilco.org

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
14064	3	Pedestal L-Desk	Linen White/Gray Patterned Top	6-7 Wks	$2,599.00	$2,419.65	$7,258.95
30887	3	Lateral File	Linen White/Gray Patterned Top	6-7 Wks	$779.00	$710.60	$2,131.80
32110	2	Bottom Door Bookcase	Linen White/Gray Patterned Inside	6-7 Wks	$1,189.00	$1,083.95	$2,167.90
32966	1	72" Five Shelf Bookcase	Black	4-6 Wks	$969.00	$920.55	$920.55

Important Information:

DELIVERY LEVEL - INSIDE DELIVERY, INSTALLATION AND DEBRIS REMOVAL

Customer: Your local sales associate is Cam Loveberry

Pricing is based on items and quantities quoted. Any changes will affect quoted price.

Price reflects quoted discount, valid for 30 days from 4/11/2023, with the exception of dated sales and promos.

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self -assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Tax temporarily shown as zero. If order is placed without a valid tax exempt certificate, applicable tax will be added to the order.

Merchandise	$13,481.00
Total Discount	1,001.80
Merchandise Subtotal	12,479.20
Shipping	2,271.00
Installation	1,500.00
Subtotal	**16,250.20**
Total Tax	**0.00**
Order Total	**$16,250.20**

Customer PO#: | **Quoted By:** CAM LOVEBERRY **Ext:** **On:** 04/11/23 | Page 1

Continued on next page...

Quotations & Drawings property of National Business Furniture - ATL. Copyright 2023.

LIT
16792.20

NATIONAL BUSINESS FURNITURE

Quote # QA500516 (v2)

National Business Furniture, LLC
770 South 70th Street Milwaukee, WI 53214
phone (800) 558-1010 x fax: (800) 329-9349

Ship-To Address *michelle.lemke@wilco.org*

MICHELLE LEMKE
WILLIAMSON COUNTY COURT
405 MARTIN LUTHER KNG ST STE 135
GEORGETOWN, TX 78626
(512) 943-3674

Source: OS0021
Cat: 77-ED4
Cust#: BT6904

Bill-To Address *michelle.lemke@wilco.org*

SAME

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Customer PO#: | **Quoted By:** CAM LOVEBERRY **Ext:** **On:** 04/11/23 | Page 2

Quotations & Drawings property of National Business Furniture - ATL. Copyright 2023

Ashlie Holladay

From: Michelle Lemke
Sent: Friday, April 14, 2023 8:20 AM
To: Ashlie Holladay; Kimberly Johnson
Cc: Sharee Allison
Subject: RE: Quote for Podium

Hello Ashlie,
There is a $50 delivery/install charge.

785-72-50101-9	Podium with Custom Seal	$462.00
Installation Outside C.O.G	$50.00	
425-18-81108-0	Dual ~~Wheel~~ Casters Four (4)	$30.00

This will give you an idea of cost, total $542.00

Thank you,
Michelle M. Lemke, CSR, TCRR, RPR, CRR, CRC
Court Reporter
Williamson County Court at Law #5
405 Martin Luther King
Georgetown, TX 78626
512-943-3674
michelle.lemke@wilco.org

From: Ashlie Holladay <ashlie.holladay@wilco.org>
Sent: Friday, April 14, 2023 8:17 AM
To: Kimberly Johnson <kimberly.johnson@wilco.org>; Michelle Lemke <michelle.lemke@wilco.org>
Cc: Sharee Allison <slallison@wilco.org>
Subject: RE: Quote for Podium

Is this amount below the total including delivery and install? $492?

Ashlie F. Holladay, Budget Officer
Williamson County, Texas
710 Main St., Suite 101
Georgetown, TX 78626
Office 512.943.1551
www.wilco.org

Distinguished Budget Presentation Award

From: Kimberly Johnson <kimberly.johnson@wilco.org>
Sent: Friday, April 14, 2023 7:46 AM
To: Ashlie Holladay <ashlie.holladay@wilco.org>; Michelle Lemke <michelle.lemke@wilco.org>
Cc: Sharee Allison <slallison@wilco.org>
Subject: RE: Quote for Podium

Good morning, Ashlie.

We need to order it as soon as possible. Could we get it into this year's round instead of waiting for the next budget year?

Commissioners Court - Regular Session **4.**

Meeting Date: 04/25/2023

Constable Pct. 1 Line Item Transfer

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Constable Pct. 1

Background

This line-item transfer is necessary to provide funds for vehicle repair and maintenance due to unpredicted repairs and price increases.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.004414	Veh. Insurance	1548.37
From	0100.0551.003002	Veh. Equiptment	900.00
From	0100.0551.003008	Law Enf. Equipment	1000.00
From	0100.0551.003900	Memb. Dues	900.00
To	0100.0551.004541	Veh. Repairs & Maint	4348.47

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/14/2023 01:18 PM
Budget Office	Saira Hernandez	04/19/2023 12:22 PM
Form Started By: Patrick Youngren		Started On: 04/14/2023 08:51 AM
Final Approval Date: 04/19/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 04/25/2023

Animal Shelter Line Item Transfer

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Regional Animal Shelter Fund.

Background

The animal shelter's HVAC system is in need of maintenance and repairs. In order to complete these tasks, we need to move funds into 4500 to cover costs. In addition, we need to move funds to bridge a gap of funding in line 4211. We propose to move $3,856.73 from 4419 and $2,332.33 from Small Equipment in order to reach the $6,189.06 in 4500. We propose to move $605.18 from 4414 to bridge the funding gap in 4211. We are requesting moving these funds in lieu of a budget amendment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004419	Property Insurance	$3,856.73
From	0545.0545.003001	Small Equipment	$2,332.33
To	0545.0545.004500	Maintenance Contracts	$6,189.06
From	0545.0545.004414	Vehicle Insurance	$605.18
To	0545.0545.004211	Telephone Service	$605.18

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/19/2023 09:41 AM
Budget Office	Saira Hernandez	04/19/2023 12:22 PM
Form Started By: Misty Valenta		Started On: 04/14/2023 02:44 PM
Final Approval Date: 04/19/2023		

Commissioners Court - Regular Session **6.**

Meeting Date: 04/25/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** Abigail Dass, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, Consider, and take appropriate action on a line item transfer for the Corrections Department.

Background

This transfer is being requested to cover shortfall in Linens/Toiletries towards increasing cost for hygiene products, laundry supplies and toilet tissue paper.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004350	Printed Materials & Binding	$4,000.00
From	0100.0570.003100	Office Supplies	$5,000.00
From	0100.0570.003318	Janitorial Supplies	$10,000.00
To	0100.0570.003009	Linens/Toiletries	$19,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/13/2023 03:55 PM
Budget Office	Saira Hernandez	04/14/2023 07:49 AM
Form Started By: Abigail Dass		Started On: 04/13/2023 09:58 AM
Final Approval Date: 04/14/2023		

Commissioners Court - Regular Session **7.**

Meeting Date: 04/25/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** Abigail Dass, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Corrections Department.

Background

This transfer is being requested to cover shortfall in (Inmate) Clothing due to insufficient funds to cover cost for storage bags and inmate uniforms.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003318	Janitorial Supplies	$2,500.00
From	0100.0570.004992	CSR Program	$500.00
To	0100.0570.003305	Clothing	$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/13/2023 03:57 PM
Budget Office	Saira Hernandez	04/14/2023 07:49 AM
Form Started By: Abigail Dass		Started On: 04/13/2023 12:51 PM
Final Approval Date: 04/14/2023		

Commissioners Court - Regular Session **8.**

Meeting Date: 04/25/2023

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004621	Copier Lease	$1,578.90
From	0100.0509.003010	Computer Equipment	$4,421.10
To	0100.0509.003319	Extermination	$4,000.00
To	0100.0509.004999	Miscellaneous	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/13/2023 03:56 PM
Budget Office	Saira Hernandez	04/14/2023 07:49 AM
Form Started By: Gina Wrehsnig		Started On: 04/13/2023 10:47 AM
Final Approval Date: 04/14/2023		

Commissioners Court - Regular Session **9.**

Meeting Date: 04/25/2023

Line item transfer for the Road and Bridge Division

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to supplement our hauling capacity in order to increase the amount of roadway miles that we are able to repair and prep for resurfacing.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003599	Road Constr./Maint.	$150,000.00
To	0200-0210-004620	Furniture/Equip. Rental	$150,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/19/2023 09:41 AM
Budget Office	Saira Hernandez	04/19/2023 12:22 PM
Form Started By: Kelly Murphy		Started On: 04/11/2023 10:44 AM
Final Approval Date: 04/19/2023		

Commissioners Court - Regular Session **10.**

Meeting Date: 04/25/2023

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

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Laura Drewry	04/20/2023 08:27 AM
County Judge Exec Asst.	Becky Pruitt	04/20/2023 08:44 AM
Form Started By: Kayla Marek		Started On: 04/19/2023 09:46 AM
Final Approval Date: 04/20/2023		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Parks	Administrative Specialist.1923.001100.	16240	$34,769.28	$1,043.08	3.00	$35,812.36	-	MERIT	28-Apr-23

				(TO)	(FROM)	
entity	fund	dept	object	dr	cr	
01	0100	0510	001100	1043.08		
01	0100	0510	001130		1043.08	
01	0200	0210	001130	3244.8		Reverse PCN 1586 - Employee term before merit given.
01	0200	0210	001100		3244.8	Reverse PCN 1586 - Employee term before merit given.

Commissioners Court - Regular Session **11.**

Meeting Date: 04/25/2023

Property Tax Refunds – Over 2500 – Thru 04/19/2023

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 04/19/2023 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

031623-041923 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:49 AM
Form Started By: Renee Clark		Started On: 04/20/2023 09:44 AM
Final Approval Date: 04/20/2023		

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: April 19, 2023

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

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

Annex Locations:

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

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

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

Property Tax
Account QuickReport
As of April 19, 2023

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	04/13/2023	93667	ADRIAN ESTRADA	R010365 - Overpayment	-28,238.93
Check	04/13/2023	93668	313 BRUSHY CREEK LLC	R468186 - Overpayment	-3,879.42
Check	04/19/2023	94521	CORELOGIC	R465455 - Overpayment	-5,423.45
Total Refunds Payable - Taxpayers					-37,541.80
TOTAL					**-37,541.80**

Commissioners Court - Regular Session **12.**

Meeting Date: 04/25/2023

Property Tax Collections – March 2023

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of March 2023 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

030123-033123 GWI-RFM

030123-033123 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/13/2023 03:54 PM
Form Started By: Renee Clark		Started On: 04/13/2023 09:29 AM
Final Approval Date: 04/13/2023		

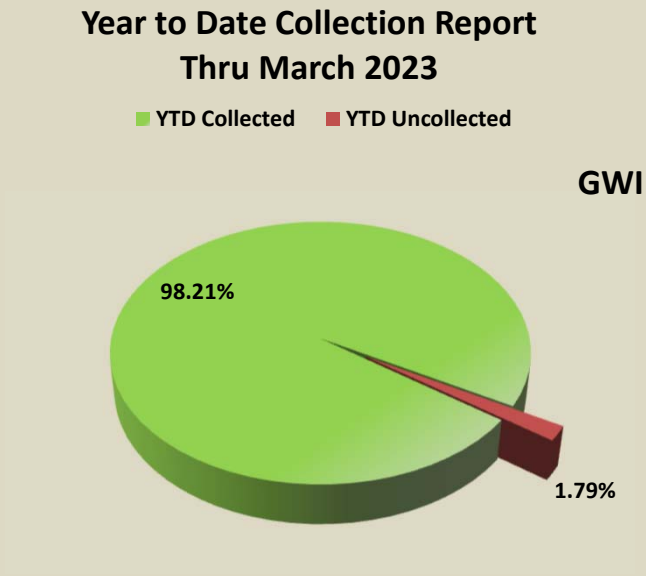
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
March 31, 2023

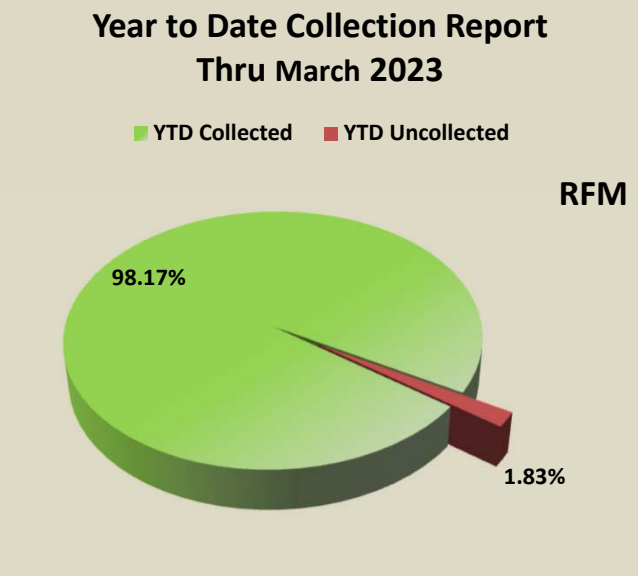
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	$364,401,981.82	($1,629,293.96)	$362,772,687.86	$2,397,120.58	$246,641.83	$13.95	$6,500,007.18	$356,272,680.68	98.21%	98.34%	98.72%
2021 & Prior	$2,757,006.07	($930,759.78)	$1,826,246.29	($188,961.36)	$11,523.96	($1.92)	$2,324,515.26	($498,268.97)	-27.28%	-21.87%	
Rollbacks	$1,546,478.67	$446,901.23	$1,993,379.90	$283,378.83	$12,707.44	($0.01)	$255,057.41	$1,738,322.49	87.20%	88.15%	
Total All	$368,705,466.56	($2,113,152.51)	$366,592,314.05	$2,491,538.05	$270,873.23	$12.02	$9,079,579.85	$357,512,734.20	97.52%	97.69%	

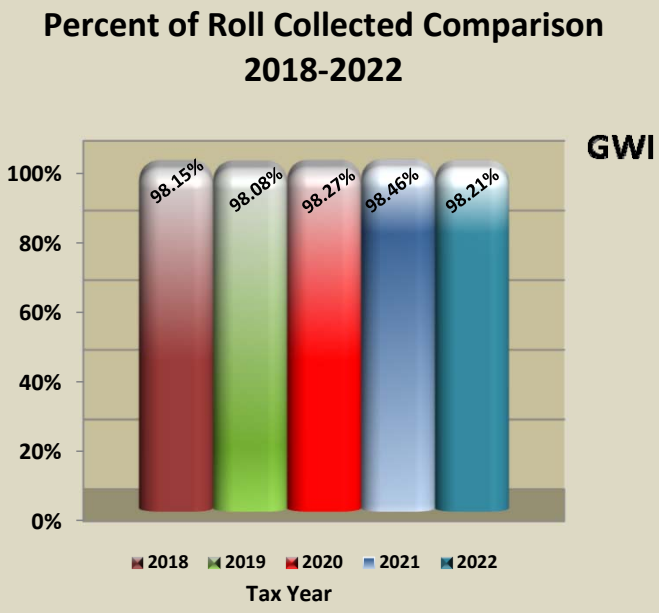
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	$41,753,188.87	($133,050.93)	$41,620,137.94	$297,871.60	$27,754.13	$1.85	$761,665.27	$40,858,472.67	98.17%	98.30%	98.63%
2021 & Prior	$257,573.51	($83,705.56)	$173,867.95	($16,210.98)	$1,192.19	($0.19)	$214,234.54	($40,366.59)	-23.22%	-17.55%	
Rollbacks	$148,096.37	$43,434.81	$191,531.18	$27,055.00	$1,213.38	$0.00	$24,816.34	$166,714.84	87.04%	87.98%	
Total All	$42,158,858.75	($173,321.68)	$41,985,537.07	$308,715.62	$30,159.70	$1.66	$1,000,716.15	$40,984,820.92	97.62%	97.77%	

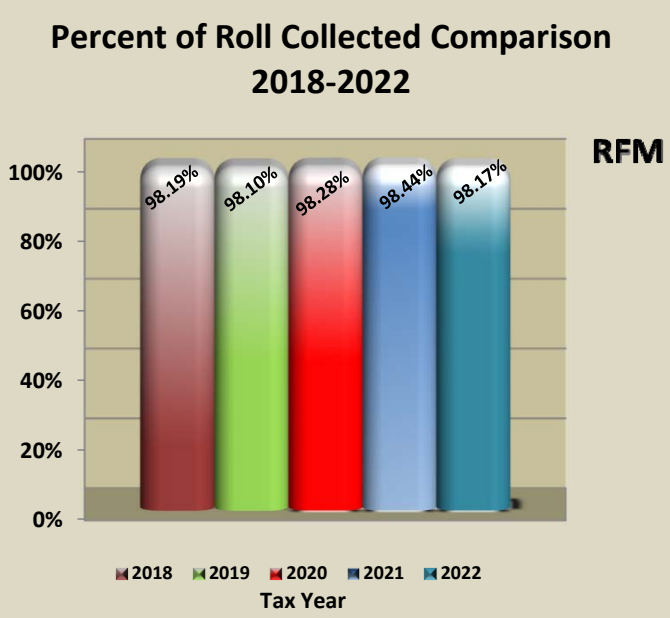
2022 COMBINED MONTHLY BREAKDOWN

Oct-22	$410,864,325.31	$47,641.67	$410,911,966.98	$9,167,294.87	$23,265.66	$54.78	$401,744,617.33	$9,167,349.65
Nov-22	$410,911,966.98	($235,128.28)	$410,676,838.70	$17,842,103.44	$21,026.41	$2,612.93	$383,664,772.68	$27,012,066.02
Dec-22	$410,676,838.70	($310,204.24)	$410,366,634.46	$217,472,967.79	$19,518.63	($8.26)	$165,881,608.91	$244,485,025.55
Jan-23	$410,366,634.46	($6,050,897.97)	$404,315,736.49	$145,274,145.09	$21,735.61	$473.42	$19,936,696.89	$389,759,644.06
Feb-23	$404,315,736.49	($177,642.84)	$404,138,093.65	$6,186,726.74	$281,389.73	($249,083.03)	$13,821,410.34	$395,697,287.77
Mar-23	$404,138,093.65	($940,846.99)	$403,197,246.66	$2,800,253.67	$301,032.93	$13.68	$10,080,296.00	$398,497,555.12


Year to Date Collection Report
Thru March 2023
YTD Collected
YTD Uncollected
GWI
98.21%
1.79%


Year to Date Collection Report
Thru March 2023
YTD Collected
YTD Uncollected
RFM
98.17%
1.83%


Percent of Roll Collected Comparison
2018-2022
GWI
100%
80%
60%
40%
20%
0%
98.15%
98.08%
98.27%
98.46%
98.21%
2018
2019
2020
2021
2022
Tax Year


Percent of Roll Collected Comparison
2018-2022
RFM
100%
80%
60%
40%
20%
0%
98.19%
98.10%
98.28%
98.44%
98.17%
2018
2019
2020
2021
2022
Tax Year

Commissioners Court - Regular Session **13.**

Meeting Date: 04/25/2023

Capital Assets for Auction 4.25.23

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of county equipment Capital Assets through Auction including One (1) 2001 Patriot Mobile Double Wide Home, VIN #6575, pursuant to Texas Local Government Code 263.152.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Capital Asset 2001 Patriot Mobile Home

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/19/2023 03:09 PM
County Judge Exec Asst.	Becky Pruitt	04/19/2023 03:39 PM
Form Started By: Mary Watson		Started On: 04/14/2023 03:13 PM
Final Approval Date: 04/19/2023		

Asset Status Change

Title:	i:0#.f|membership|kgeer@wilco.org - 14-04-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	2001 Patriot Doublewide
1. Manufacturer ID #:	County Asset # 57024 / NTA1106575
1. Oracle Asset #:	57024
1. Condition of Assets:	Unknown
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Keith Geer
Transferring Dept. Contact Ph#:	5129431944
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Keith Geer 4/14/2023 2:52 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/25/2023

Commissioners Court - Regular Session **14.**

Meeting Date: 04/25/2023

County Attorney February 2023 Monthly Report

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney February 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

February report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/11/2023 04:06 PM
Form Started By: Stephanie Lloyd		Started On: 04/10/2023 08:27 AM
Final Approval Date: 04/11/2023		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of February, 2023.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 10th day of April, 2023, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	07-Feb-2023	32429	2021-0917	$ 60.00
			10-Feb-2023	32448	2021-1306 2021-3218 2022-1095 2022-2904	$ 774.82
			14-Feb-2023	32459	2021-0429	$ 240.00
			16-Feb-2023	32472	2020-0994 2021-1856 2022-3978	$ 1,153.00
			22-Feb-2023	32483	2021-1106	$ 60.00
			23-Feb-2023	32492	2022-0780	$ 60.00
207015 Total						**$ 2,347.82**
341300	0406	CO ATTY HC FEES	10-Feb-2023	32448	HOT CHECK FEES - JANUARY 2023	$ 120.00
341300 Total						**$ 120.00**
351000	0364	CO ATTY INTERVENTION	03-Feb-2023	32408	2021-2440 2021-2862 2022-0106 2022-0511	$ 1,860.00
			09-Feb-2023	32445	2020-2725 2021-0917 2021-4198 2022-0874 2022-1069 2022-3001	$ 2,860.00
			13-Feb-2023	32455	2021-0429 2021-0877 2021-3218 2022-1095 2022-1826	$ 2,080.00
			21-Feb-2023	32479	2018-0811 2021-1106 2022-1664 2022-1670 2022-2161 2022-2460	$ 2,720.00
			22-Feb-2023	32483	2021-4106 2022-0780 2022-2406	$ 1,500.00
			24-Feb-2023	32507	2021-3063 2021-3131 2022-0195 2022-1299 2022-1463 2022-3104	$ 2,580.00
351000 Total						**$ 13,600.00**
Grand Total						**$ 16,067.82**

Criminal Restitution February 2023

Date	Payor	Amount	Case #	Deposit Date
1/30/2023	Jenny Jo Burdine	$ 60.00	2021-0917	2/7/2023
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
2/7/2023	Omar Martinez	$ 300.00	2021-1306	2/9/2023
2/8/2023	Daniel Dale Hanson	$ 60.00	2021-3218	2/9/2023
2/7/2023	Loraine Ziegler Montanye	$ 240.00	2022-1095	2/9/2023
2/8/2023	Brandon Lee Boatright	$ 174.82	2022-2904	2/9/2023
		$ 774.82		
Date	Payor	Amount	Case #	Deposit Date
2/9/2023	Andre F Carreeel	$ 240.00	2021-0429	2/14/2023
		$ 240.00		
Date	Payor	Amount	Case #	Deposit Date
2/15/2023	Laura Marie Lopez	$ 60.00	2020-0994	2/16/2023
2/14/2023	David Anthony Arellano	$ 60.00	2021-1856	2/16/2023
2/15/2023	Karen Denise Evans Godfrey	$ 1,033.00	2022-3978	2/16/2023
		$ 1,153.00		
Date	Payor	Amount	Case #	Deposit Date
2/17/2023	Janelle Lea Holland	$ 60.00	2021-1106	2/21/2023
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
2/21/2023	Mohsen Anami	$ 60.00	2022-0780	2/23/2023
		$ 60.00		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **01/01/2023 - 01/31/2023** **Ignore Tender Holds: No** **Final Copy**

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	120.00	0.00	0.00	0.00	120.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	120.00	0.00	0.00	0.00	120.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
22-00011	Whelan, Michael (PID #: 1746334)	CHKFEE	75.00	0.00	0.00	0.00	75.00
22-00053	Davis, Larry (PID #: 1735183)	CHKFEE	15.00	0.00	0.00	0.00	15.00
23-00002	Sloss, Lorena (PID #: 1870071)	CHKFEE	30.00	0.00	0.00	0.00	30.00
Totals:			**120.00**	**0.00**	**0.00**	**0.00**	**120.00**

PTI Fees February 2023

date	payor	amount	control #	deposit date	invoice #
1/31/2023	Jose Irvin Hernandez-Herrera	$ 500.00	2021-2440	2/3/2023	1126
1/31/2023	Alfonso Guadalupe Perez-Cortez	$ 500.00	2021-2862	2/3/2023	1126
2/1/2023	Samantha Rose Martinez	$ 360.00	2022-0106	2/3/2023	1126
1/31/2023	Tayler Jabree Ellis	$ 500.00	2022-0511	2/3/2023	1126
		$ 1,860.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
2/7/2023	Juan Jesus Tovar-Azuara	$ 360.00	2020-2725	2/8/2023	1126
2/7/2023	Jenny Jo Burdine	$ 500.00	2021-0917	2/8/2023	1126
2/7/2023	Isaul Morales Diaz	$ 500.00	2021-4198	2/8/2023	1126
2/6/2023	Matthew Wayne Villerot	$ 500.00	2022-0874	2/8/2023	1126
2/7/2023	Westin Eric Avera	$ 500.00	2022-1069	2/8/2023	1126
2/6/2023	Braden Isaiah Rocio	$ 500.00	2022-3001	2/8/2023	1126
		$ 2,860.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
2/9/2023	Andre F Carreeel	$ 500.00	2021-0429	2/10/2023	1126
2/9/2023	Lance Kyle Cain	$ 360.00	2021-0877	2/10/2023	1126
2/8/2023	Daniel Dale Hanson	$ 500.00	2021-3218	2/10/2023	1126
2/8/2023	Loraine Ziegler Montanye	$ 360.00	2022-1095	2/10/2023	1126
2/8/2023	Jasmine Maria Lara	$ 360.00	2022-1826	2/10/2023	1126
		$ 2,080.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
2/15/2023	Miguel Martinez-Reyes	$ 500.00	2018-0811	2/17/2023	1126
2/16/2023	Janelle Lea Holland	$ 500.00	2021-1106	2/17/2023	1126
2/15/2023	Kathleen Blair Shubert	$ 360.00	2022-1664	2/17/2023	1126
2/15/2023	Landry Haden Wells	$ 500.00	2022-1670	2/17/2023	1126
2/15/2023	Keanan Lain Allison	$ 500.00	2022-2161	2/17/2023	1126
2/16/2023	Chukwuka Preston Ojiyi	$ 360.00	2022-2460	2/17/2023	1126
		$ 2,720.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
2/17/2023	Patricia Ann Rodriguez	$ 500.00	2021-4106	2/22/2023	1126
2/21/2023	Mohsen Anami	$ 500.00	2022-0780	2/22/2023	1126
2/21/2023	Dayuris Perez Moreno	$ 500.00	2022-2406	2/22/2023	1126
		$ 1,500.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
2/22/2023	Madison Avery Thompson	$ 500.00	2021-3063	2/24/2023	1126
2/23/2023	Jon Ross	$ 360.00	2021-3131	2/24/2023	1126
2/22/2023	Gabriella Rosa Borrero	$ 500.00	2022-0195	2/24/2023	1126
2/23/2023	Maria Carmen Wyper	$ 500.00	2022-1299	2/24/2023	1126
2/23/2023	Nikole Ellen Dirkse	$ 360.00	2022-1463	2/24/2023	1126
2/22/2023	Juan Jose De Filippis	$ 360.00	2022-3104	2/24/2023	1127
		$ 2,580.00			

Commissioners Court - Regular Session **15.**

Meeting Date: 04/25/2023

County Attorney March 2023 Monthly Report

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney March 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/11/2023 04:06 PM
Form Started By: Stephanie Lloyd		Started On: 04/10/2023 08:28 AM
Final Approval Date: 04/11/2023		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of March, 2023.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 10th day of April, 2023, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	08-Mar-2023	32557	2021-0129; 2022-1959; 2022-2930; 2022-3104	$ 240.00
			13-Mar-2023	32572	2022-1443 2021-0538	$ 480.00
			22-Mar-2023	32617	2022-0166 2022-2853	$ 283.42
			23-Mar-2023	32621	2021-3113 2022-0274	$ 175.00
		CO ATTY 1	02-Mar-2023	32534	2022-1299 2022-1350	$ 263.00
		CO ATTY 2	02-Mar-2023	32534	2020-3413	$ 60.00
			21-Mar-2023	32608	2022-1108 2022-2921 2022-2967	$ 793.78
207015 Total						**$ 2,295.20**
341300	0406	CO ATTY HC FEES	06-Mar-2023	32548	MARCH 1, 2023	$ 225.00
341300 Total						**$ 225.00**
351000	0364	CO ATTY INTERVENTION	03-Mar-2023	32539	2020-2976 2021-1725 2021-2325 2022-1520 2022-1700	$ 2,360.00
			06-Mar-2023	32548	2020-0994 2021-0129 2021-1856 2022-0100 2022-0241 2022-0725 2022-1107	$ 3,220.00
			08-Mar-2023	32557	2022-2930; 2022-1959; 2022-1391; 2022-0399; 2020-2916	$ 2,220.00
			13-Mar-2023	32572	2022-1551 2021-1974 2021-3336 2021-2595	$ 2,000.00
			14-Mar-2023	32576	2021-2429	$ 360.00
			16-Mar-2023	32594	2022-0994 2022-1108 2022-1995	$ 1,360.00
			17-Mar-2023	32598	2019-6693 2021-0845 2021-1775 2022-0274 2022-1428	$ 2,220.00
			21-Mar-2023	32608	2022-0298	$ 500.00
			22-Mar-2023	32617	2021-1530 2021-1534 2022-0166	$ 1,500.00
			27-Mar-2023	32634	2022-1885 2022-2155 2022-2160 2022-2654 2022-3049	$ 2,220.00
			29-Mar-2023	32641	2021-2633 2021-3157 2021-4181 2022- 0096 2022-1636	$ 2,500.00
			31-Mar-2023	32654	2020-3413 2021-3235 2021-4059 2022-1553 2022-2247	$ 2,220.00
351000 Total						**$ 22,680.00**
352200	0100	CO ATTY	30-Mar-2023	32647	22-0321-CC3 22-0784-CC1	$ 2,250.00
		CO ATTY 1	21-Mar-2023	32608	22-1106-CC3 22-1134-CC3 23-0015-CC5 23-0039-CC2 22-1635-CC2 22-1315-CC2 22-1148-CC3 22-1146-CC3 22-1154-CC3 22-1187-CC3 22-1297-CC2 22-1169-CC3 22-0348-CC2 22-0802-CC3	$ 31,700.00
		CO ATTY 3	21-Mar-2023	32608	22-1194-CC1 22-0767-CC1 22-0384-CC2	$ 3,350.00
352200 Total						**$ 37,300.00**
Grand Total						**$ 62,500.20**

Criminal Restitution March 2023

Date	Payor	Amount	Case #	Deposit Date
2/23/2023	Maria Carmen Wyper	$ 60.00	2022-1299	2/28/2023
2/23/2023	Laravis Johnte Blunson	$ 203.00	2022-1350	2/28/2023
		$ 263.00		
Date	Payor	Amount	Case #	Deposit Date
3/1/2023	Michael Addison Thevenet	$ 60.00	2020-3413	3/2/2023
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
3/6/2023	Kenneth Wayne Bass	$ 60.00	2021-0129	3/7/2023
3/6/2023	Sudhaker David	$ 60.00	2022-1959	3/7/2023
3/6/2023	Javier Benitez, Jr	$ 60.00	2022-2930	3/7/2023
3/2/2023	Juan Jose De Filippis	$ 60.00	2022-3104	3/7/2023
		$ 240.00		
Date	Payor	Amount	Case #	Deposit Date
3/7/2023	Michael Wilson	$ 300.00	2021-0538	3/9/2023
3/7/2023	Ajani Gabriel Warner	$ 180.00	2022-1443	3/9/2023
		$ 480.00		
Date	Payor	Amount	Case #	Deposit Date
3/13/2023	Pablo Hernandez Garcia	$ 60.00	2022-1108	3/16/2023
3/13/2023	Sandra Janelle Harris	$ 50.00	2022-2921	3/16/2023
3/14/2023	John Benjamin Dunn	$ 683.78	2022-2967	3/16/2023
		$ 793.78		
Date	Payor	Amount	Case #	Deposit Date
3/20/2023	Denise Strickland Cooper	$ 60.00	2022-0166	3/21/2023
3/16/2023	Jacquelie Renee Mendoza	$ 223.42	2022-2853	3/21/2023
		$ 283.42		
Date	Payor	Amount	Case #	Deposit Date
3/21/2023	Isaiah Wilbert Cage	$ 115.00	2021-3113	3/23/2023
3/22/2023	Justin Wayne Hollenbeck	$ 60.00	2022-0274	3/23/2023
		$ 175.00		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **02/01/2023 - 02/28/2023** **Ignore Tender Holds: No** **Final Copy**

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	225.00	0.00	0.00	0.00	225.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	225.00	0.00	0.00	0.00	225.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
16-00621	Conley, Rachel (PID #: 1424389)	CHKFEE	75.00	0.00	0.00	0.00	75.00
20-00002	Cortez, Dorothy (PID #: 1189586)	CHKFEE	30.00	0.00	0.00	0.00	30.00
20-00003	Cortez, Dorothy Ann (PID #: 1189586)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00058	Sissac, Carolyn J (PID #: 1459461)	CHKFEE	15.00	0.00	0.00	0.00	15.00
23-00006	Montes, Ricky (PID #: 1390137)	CHKFEE	30.00	0.00	0.00	0.00	30.00
23-00008	Zuniga, Luis (PID #: 467008)	CHKFEE	15.00	0.00	0.00	0.00	15.00
23-00009	BRISENO, MARCELENE (PID #: 387019)	CHKFEE	30.00	0.00	0.00	0.00	30.00
Totals:			**225.00**	**0.00**	**0.00**	**0.00**	**225.00**

PTI Fees March 2023

date	payor	amount	control #	deposit date	invoice #
2/14/2023	Laura Marie Lopez	$ 500.00	2020-0994	2/15/2023	1126
2/13/2023	Kenneth Wayne Bass	$ 500.00	2021-0129	2/15/2023	1127
2/14/2023	David Anthony Arellano	$ 500.00	2021-1856	2/15/2023	1126
2/14/2023	Dustin Dale Roberts	$ 500.00	2022-0100	2/15/2023	1126
2/13/2023	Nestor Salomon Reinoso	$ 500.00	2022-0241	2/15/2023	1126
2/14/2023	Yahya M Alshehri	$ 360.00	2022-0725	2/15/2023	1126
2/14/2023	Sharla Marie Dean	$ 360.00	2022-1107	2/15/2023	1126
		$ 3,220.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
2/28/2023	Sergio Esteban Perez	$ 500.00	2020-2976	3/1/2023	1127
2/27/2023	Alisa Marie Rodel	$ 360.00	2021-1725	3/1/2023	1127
2/27/2023	Nathaniel Scott Howell	$ 500.00	2021-2325	3/1/2023	1126
2/27/2023	Richard Ash Wright	$ 500.00	2022-1520	3/1/2023	1126
2/27/2023	Garrett Worm	$ 500.00	2022-1700	3/1/2023	1126
		$ 2,360.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
3/1/2023	Michael Addison Thevenet	$ 500.00	2020-3413	3/3/2023	1127
3/1/2023	Jaymie Sky Migl	$ 500.00	2021-3235	3/3/2023	1127
3/1/2023	Gopi Jeyaram	$ 500.00	2021-4059	3/3/2023	1127
3/1/2023	Jose D Ochoa Rogel	$ 360.00	2022-1553	3/3/2023	1127
3/1/2023	Marcell Thomas Brown	$ 360.00	2022-2247	3/3/2023	1127
		$ 2,220.00			
date	**date**	**date**	**date**	**date**	**date**
3/7/2023	Marlon Humberto Hernandez	$500.00	2020-2916	3/8/2023	1127
3/7/2023	Elizabeth Morgan Adair	$500.00	2022-0399	3/8/2023	1127
3/7/2023	Philip Choi	$360.00	2022-1391	3/8/2023	1127
3/6/2023	Sudhaker David	$500.00	2022-1959	3/8/2023	1127
3/6/2023	Javier Benitez, Jr	$360.00	2022-2930	3/8/2023	1127
		$ 2,220.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
3/8/2023	Brendan Timothy Flores	$500.00	2021-1974	3/10/2023	1127
3/9/2023	Jermie Love Perales	$500.00	2021-2595	3/10/2023	1127
3/9/2023	Jonathan Alejandro Alba	$500.00	2021-3326	3/10/2023	1127
3/8/2023	Adam Wayne Benson	$500.00	2022-1551	3/10/2023	1127
		$ 2,000.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
3/10/2023	Diana Aguilar Grueter	$ 360.00	2021-2429	3/13/2023	1127
		$ 360.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
3/13/2023	Taylor Breanne Johnson	$ 500.00	2022-0994	3/15/2023	1127
3/13/2023	Pablo Hernandez-Garcia	$ 500.00	2022-1108	3/15/2023	1127
3/14/2023	Joshua Milburn	$ 360.00	2022-1995	3/15/2023	1127
		$ 1,360.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
3/16/2023	Matthew Forbis	$ 500.00	2019-6693	3/17/2023	1127
3/15/2023	Leslie Sue Watson	$ 360.00	2021-0845	3/17/2023	1127
3/15/2023	Luis Daniel Jasso	$ 360.00	2021-1775	3/17/2023	1127
3/16/2023	Justin Wayne Hollenbeck	$ 500.00	2022-0274	3/17/2023	1127
3/15/2023	Juliette Leinaala Moreno	$ 500.00	2022-1428	3/17/2023	1127
		$ 2,220.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
3/17/2023	Rajinder P Singh	$ 500.00	2022-0298	3/20/2023	1127
		$ 500.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
3/21/2023	Jessica Martinez Nolasco	$ 500.00	2021-1530	3/22/2023	1127
3/20/2023	Lizette Rodriguez	$ 500.00	2021-1534	3/22/2023	1127
3/20/2023	Denise Strickland Cooper	$ 500.00	2022-0166	3/22/2023	1127
		$ 1,500.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
3/23/2023	Alexander Yung-Ming Buckler	$ 360.00	2022-1885	3/24/2023	1127
3/22/2023	Kathy Ann Ayala	$ 500.00	2022-2155	3/24/2023	1127
3/22/2023	Lisa Lee	$ 500.00	2022-2160	3/24/2023	1127
3/23/2023	Christopher Eric Yee	$ 500.00	2022-2654	3/24/2023	1127
3/23/2023	Jamie Alison Vaughn	$ 360.00	2022-3049	3/24/2023	1127
		$ 2,220.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
3/29/2023	Emmamuel Medina-Sandoval	$ 500.00	2021-2633	3/29/2023	1127
3/28/2023	Bryan Adel Espinoza-Alvarada	$ 500.00	2021-3157	3/29/2023	1127
3/28/2023	Lauren Amanda DeLeon-Bohling	$ 500.00	2021-4181	3/29/2023	1127
3/27/2023	Daniel Benitez	$ 500.00	2022-0096	3/29/2023	1127
3/27/2023	Jesus Garcia Arredondo	$ 500.00	2022-1636	3/29/2023	1127
		$ 2,500.00			

Commissioners Court - Regular Session **16.**

Meeting Date: 04/25/2023

Justice of the Peace March 2023 Monthly Report

Submitted For: KT Musselman **Submitted By:** Misty Lamb, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, March 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP1 EOM March 2023

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/19/2023 03:40 PM
Form Started By: Misty Lamb		Started On: 04/19/2023 12:00 PM
Final Approval Date: 04/19/2023		

IN COMPLIANCE WITH ARTICLE 103

CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of the Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of March 2023

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 19th day of April 2023 to certify which witness my hand and seal of office.

MISTY LAMB
My Notary ID # 128210087
Expires May 5, 2026

NOTARY PUBLIC
In and for the State of Texas

Detail report is available through the Auditor's office.

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL

OFFICIAL JUSTICE COURT MONTHLY REPORT

Month March **Year** 2023

County Williamson **Pct.** 1 **Place** _____

Judge KT Musselman

If new, date assumed office _____

Court Mailing Address 1801 East Old Settlers Blvd, Suite 100

City Round Rock , **TX** **Zip** 78664

Phone Number 512.244.8622

Fax Number 512.244.8602

Court's Public Email jp1@wilco.org

Court's Website https://www.wilco.org/jp1

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by Geneva P. Salazar

Date 4/4/2023 Phone Number 512.244.8691

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066

PHONE: (512) 463-1625
FAX: (512) 936-2423

Payment Report - G/L and Fund Summary

Transaction Date: **03/01/2023 - 03/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-1-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	230.40
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	41.55
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	7,464.59
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	23,185.13
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	71.55
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	165.00
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	5,847.18
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	0.86
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	758.44
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	561.73
	0100 - General Fund Total:	**38,326.43**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	14.75
	0360 - Courthouse Security Fund Total:	**14.75**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	4.92
	0361 - JP Security Fund Total:	**4.92**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,264.08
	0370 - Alternate Dispute Resolution Fund Total:	**1,264.08**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	19.67
	0372 - Justice Court Technology Fund Total:	**19.67**
0373 - JP-1 Truancy Program Fund		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	24.59
	0373 - JP-1 Truancy Program Fund Total:	**24.59**

Payment Report - G/L and Fund Summary

Transaction Date: **03/01/2023 - 03/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	9.84
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	196.68
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	2,487.65
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	273.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	19.66
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	29.51
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	60.21
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.30
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	12.93
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,099.02
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	9.83
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	146.95
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	2.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-1-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	10.78
	0399 - State Agency Fund Total:	**4,358.36**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	300.00
	JP BOND Total:	**300.00**
	Fee Totals for All Funds:	**44,312.80**

Payment Report - Fee Code Summary

Transaction Date: **03/01/2023 - 03/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	55.62	11	0.00	0	0.00	0	55.62	11
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	140.00	27	0.00	0	0.00	0	140.00	27
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	2,487.65	39	0.00	0	0.00	0	2,487.65	39
2020CDF	Compliance Dismissal Fine	40.00	4	0.00	0	0.00	0	40.00	4
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	30.00	3	0.00	0	0.00	0	30.00	3
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	561.73	39	0.00	0	0.00	0	561.73	39
2020LTF	Local Traffic Fine (TC 542.403)	56.95	19	0.00	0	0.00	0	56.95	19
2020STF	State Traffic Fine (TC 542.4031)	949.02	19	0.00	0	0.00	0	949.02	19
2020TPF	Time Payment Fee CCP 102.030	165.00	11	0.00	0	0.00	0	165.00	11
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
ADMIN	Administration Fee [CCP 102.072]	0.86	1	0.00	0	0.00	0	0.86	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	4.59	2	0.00	0	0.00	0	4.59	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	20.00	4	0.00	0	0.00	0	20.00	4
CB	Cash Bond	300.00	1	0.00	0	0.00	0	300.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	196.68	6	0.00	0	0.00	0	196.68	6
CCOP	Civil Copies	3.00	3	0.00	0	0.00	0	3.00	3
CERT	Certified Copy	24.00	8	0.00	0	0.00	0	24.00	8
CFINE	County Fine	5,847.18	44	0.00	0	0.00	0	5,847.18	44
CHS	Courthouse Security Fee (CCP 102.017)	14.75	6	0.00	0	0.00	0	14.75	6
CHSJC	JP Security Fee (CCP 102.017)	4.92	6	0.00	0	0.00	0	4.92	6
COLLFEE	Collection Agency Fee	230.40	3	0.00	0	0.00	0	230.40	3
CONT1	Constable Service Fee Pct #1	13,585.13	135	0.00	0	0.00	0	13,585.13	135
DDF	Deferred Disposition Fee	555.00	6	0.00	0	0.00	0	555.00	6
FNTC1	Child Safety Seat Fine Trauma Center	146.95	2	0.00	0	0.00	0	146.95	2
IDF	Indigent Defense Fee (LGC 133.107)	9.83	6	0.00	0	0.00	0	9.83	6
JCTF	Justice Court Technology Fee (CCP 102.0173)	19.67	6	0.00	0	0.00	0	19.67	6
JFR	Jury Reimbursement Fee (CCP 102.0045)	19.66	6	0.00	0	0.00	0	19.66	6
JTP	Juvenile Truancy Program (CCP 102.0174)	24.59	6	0.00	0	0.00	0	24.59	6
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	4.92	6	0.00	0	0.00	0	4.92	6

Payment Report - Fee Code Summary

Transaction Date: **03/01/2023 - 03/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP1**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	4.92	6	0.00	0	0.00	0	4.92	6
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
JUSFC	Judicial Support Fund - County (LGC 133.105)	2.95	6	0.00	0	0.00	0	2.95	6
JUSFS	Judicial Support Fund - State (LGC 133.105)	26.56	6	0.00	0	0.00	0	26.56	6
MISCOP	Miscellaneous Copy Fees	3.00	1	0.00	0	0.00	0	3.00	1
MVF	Moving Violation Fee (CCP 102.022)	0.30	3	0.00	0	0.00	0	0.30	3
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,264.08	276	0.00	0	0.00	0	1,264.08	276
SB41JCSF	Justice Court Support Fund	6,320.35	276	0.00	0	0.00	0	6,320.35	276
SB41LAF	Language Access Fund - LGC 135.155	758.44	276	0.00	0	0.00	0	758.44	276
SB41SCF	State Consolidated Fee	273.00	33	0.00	0	0.00	0	273.00	33
SFMCWV	State Fine - Motor Carrier Weight Violation	2.00	1	0.00	0	0.00	0	2.00	1
STF	State Traffic Fee (TC 542.4031)	12.93	1	0.00	0	0.00	0	12.93	1
STFS	State Traffic Fine Due To State (HB2048)	150.00	3	0.00	0	0.00	0	150.00	3
TPC	Time Payment Fee - County	5.39	1	0.00	0	0.00	0	5.39	1
TPS	Time Payment Fee - State	5.39	1	0.00	0	0.00	0	5.39	1
UFA	Uniform Traffic Act (TC 542.403)	10.29	4	0.00	0	0.00	0	10.29	4
WARC1	Warrant Fee - Constable Pct. 1	71.55	2	0.00	0	0.00	0	71.55	2
WCSO	Williamson County Sheriff	21.55	1	0.00	0	0.00	0	21.55	1
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WGAR	Writ of Garnishment	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	225.00	46	0.00	0	0.00	0	225.00	46
WREEN	Writ of Re-entry	5.00	1	0.00	0	0.00	0	5.00	1
WSF1	Constable #1 - Writ Service Fee	9,600.00	49	0.00	0	0.00	0	9,600.00	49

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	44,312.80	1,429	0.00	0	0.00	0	44,312.80	1,429

Commissioners Court - Regular Session **17.**

Meeting Date: 04/25/2023

Justice of the Peace 3 MARCH 2023 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, March 2023 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March 2023 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/19/2023 09:46 AM
Form Started By: Mary Alcala		Started On: 04/19/2023 09:21 AM
Final Approval Date: 04/19/2023		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of March, 2023.

JUSTICE COURT PRECINCT 3 TEXAS WILLIAMSON COUNTY

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 13th **day of** April **2023, to certify which witness my hand and seal of office.**

NOTARY PUBLIC
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2023 - 03/31/2023** Case Categories: **Civil**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	156.50
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	8,600.00
	0100 - General Fund Total:	**8,756.50**
0399 - State Agency Fund		
01-0399-0000-208240 - Nondisclosure Fees	L-004-3-01-0399-0000-208240: 01-0399-0000-208240 - Nondisclosure Fees	28.00
	0399 - State Agency Fund Total:	**28.00**
	Fee Totals for All Funds:	**8,784.50**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2023 - 03/31/2023** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	26.00	25	0.00	0	0.00	0	26.00	25
CERT	Certified Copy	28.50	6	0.00	0	0.00	0	28.50	6
CONT3	Constable Service Fee Pct #3	6,000.00	58	0.00	0	0.00	0	6,000.00	58
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
NONDIS	Nondisclosure Fee	28.00	1	0.00	0	0.00	0	28.00	1
WGAR	Writ of Garnishment	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	65.00	13	0.00	0	0.00	0	65.00	13
WSF3	Constable #3 - Writ Service Fee	2,600.00	13	0.00	0	0.00	0	2,600.00	13
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		8,784.50	120	0.00	0	0.00	0	8,784.50	120

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2023 - 03/31/2023** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	8,095.51
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	747.42
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	612.93
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	14,659.88
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	2,393.36
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	114,284.11
	0100 - General Fund Total:	**140,793.21**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	399.16
	0361 - JP Security Fund Total:	**399.16**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
	0365 - Child Safety Fund Total:	**25.00**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	498.94
	0367 - JP-3 Truancy Program Fund Total:	**498.94**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	399.21
	0372 - Justice Court Technology Fund Total:	**399.21**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2023 - 03/31/2023** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	178.72
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	3,991.81
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	399.17
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	598.83
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	1,116.44
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	6.51
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	1,178.79
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	199.59
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	260.95
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,200.57
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	362.75
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	205.04
	0399 - State Agency Fund Total:	**9,699.17**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	850.00
	JP BOND Total:	**850.00**
	Fee Totals for All Funds:	**152,664.69**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2023 - 03/31/2023** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCPD	Arrest Fee - Cedar Park Police Department	4.77	1	0.00	0	0.00	0	4.77	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	370.44	89	0.00	0	0.00	0	370.44	89
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	1.15	1	0.00	0	0.00	0	1.15	1
AFRPD	Arrest Fee - Round Rock PD (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	117.35	25	0.00	0	0.00	0	117.35	25
CB	Cash Bond	850.00	3	0.00	0	0.00	0	850.00	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	3,991.81	117	0.00	0	0.00	0	3,991.81	117
CFINE	County Fine	114,284.11	928	0.00	0	0.00	0	114,284.11	928
CHS	Courthouse Security Fee (CCP 102.017)	299.38	116	0.00	0	0.00	0	299.38	116
CHSJC	JP Security Fee (CCP 102.017)	99.78	116	0.00	0	0.00	0	99.78	116
COLLFEE	Collection Agency Fee	8,095.51	112	0.00	0	0.00	0	8,095.51	112
COPY	Copies	1.00	1	0.00	0	0.00	0	1.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
DDF	Deferred Disposition Fee	14,522.00	115	0.00	0	0.00	0	14,522.00	115
FNTC1	Child Safety Seat Fine Trauma Center	260.95	5	0.00	0	0.00	0	260.95	5
IDF	Indigent Defense Fee (LGC 133.107)	199.59	116	0.00	0	0.00	0	199.59	116
JCTF	Justice Court Technology Fee (CCP 102.0173)	399.21	117	0.00	0	0.00	0	399.21	117
JF	Jury Fee	0.78	1	0.00	0	0.00	0	0.78	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	399.17	117	0.00	0	0.00	0	399.17	117
JTP	Juvenile Truancy Program (CCP 102.0174)	498.94	117	0.00	0	0.00	0	498.94	117
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	89.36	104	0.00	0	0.00	0	89.36	104
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	89.36	104	0.00	0	0.00	0	89.36	104
JUSFC	Judicial Support Fund - County (LGC 133.105)	59.87	116	0.00	0	0.00	0	59.87	116
JUSFS	Judicial Support Fund - State (LGC 133.105)	538.96	117	0.00	0	0.00	0	538.96	117
MVF	Moving Violation Fee (CCP 102.022)	6.51	71	0.00	0	0.00	0	6.51	71
OMNI	OMNI Fee	240.13	47	0.00	0	0.00	0	240.13	47
OMNIC	OMNI Fee - County	160.07	47	0.00	0	0.00	0	160.07	47
OMNIS	OMNI Fee - State	800.37	47	0.00	0	0.00	0	800.37	47
SFC3	Service/Arrest Fee - Const. 3	74.58	15	0.00	0	0.00	0	74.58	15
SFMCWV	State Fine - Motor Carrier Weight Violation	362.75	11	0.00	0	0.00	0	362.75	11

Payment Report - Fee Code Summary

Transaction Date: **03/01/2023 - 03/31/2023** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
STF	State Traffic Fee (TC 542.4031)	1,178.79	44	0.00	0	0.00	0	1,178.79	44
TPC	Time Payment Fee - County	66.78	9	0.00	0	0.00	0	66.78	9
TPS	Time Payment Fee - State	138.26	17	0.00	0	0.00	0	138.26	17
TPWF	Texas P&W Fine	747.42	6	0.00	0	0.00	0	747.42	6
UFA	Uniform Traffic Act (TC 542.403)	126.33	47	0.00	0	0.00	0	126.33	47
WARC3	Warrant Fee - Constable Pct. 3	2,318.78	52	0.00	0	0.00	0	2,318.78	52
WCSO	Williamson County Sheriff	495.58	11	0.00	0	0.00	0	495.58	11
WFDPS	Warrant Fee - DPS	744.85	14	0.00	0	0.00	0	744.85	14
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		152,664.69	2,978	0.00	0	0.00	0	152,664.69	2,978

Commissioners Court - Regular Session **18.**

Meeting Date: 04/25/2023

Senate Committee on Nominations Confirmation Letter

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on noting in the minutes a Senate Committee on Nominations Confirmation by the Texas Senate for County Commissioner Pct. 3 Valerie Covey. She has been confirmed by the Texas Senate for reappointment to TIDC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Senate Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/20/2023 09:18 AM
Commissioner Pct. 3 (Originator)	Mary Perez	04/20/2023 09:35 AM
County Judge Exec Asst.	Andrea Schiele	04/20/2023 09:53 AM
Commissioner Pct. 3 (Originator)	Mary Perez	04/20/2023 10:17 AM
County Judge Exec Asst.	Andrea Schiele	04/20/2023 10:23 AM
Commissioner Pct. 3 (Originator)	Mary Perez	04/20/2023 10:57 AM
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:43 AM
Form Started By: Mary Perez		Started On: 04/13/2023 10:32 AM
Final Approval Date: 04/20/2023		

SENATOR CAROL ALVARADO
SENATOR SARAH ECKHARDT
SENATOR BRYAN HUGHES
SENATOR MORGAN LAMANTIA

SENATOR BORRIS MILES
SENATOR ANGELA PAXTON
SENATOR DREW SPRINGER

SENATE COMMITTEE ON NOMINATIONS

SENATOR DONNA CAMPBELL, M.D., *Chair*
SENATOR KEVIN SPARKS, *Vice-Chair*

April 6, 2023

The Honorable Valerie Covey

Dear Commissioner Covey:

As Chair of the Senate Committee on Nominations, it is my pleasure to congratulate you on being confirmed by the Texas Senate.

Texas is truly fortunate to have distinguished citizens such as yourself who are leaders and willing to share your expertise. Your dedication only strengthens our Texas government, and I am incredibly grateful for your service.

If I ever may be of assistance to you, please let me know. Again, congratulations on your confirmation.

Sincerely,

Donna Campbell

Senator Donna Campbell, M.D.
Chair
SD25

ROOM E1.716 ★ P.O. BOX 12068 ★ AUSTIN, TEXAS 78711 ★ (512) 463-2084

Commissioners Court - Regular Session **19.**

Meeting Date: 04/25/2023

Approval of Agreement for Property Fraud Alert System Annual Maintenance by Fidlar Technologies Inc. for the County Clerk's Office

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 #2023177 for the annual maintenance and support of the Property Fraud Alert System utilized by Williamson County Clerk's Office in the amount of $2,150.00 for the initial term in 2023, and $2,344.00 for three (3) additional one-year terms for 2024, 2025 and 2026 with Fidlar Technologies, Inc., exempting the purchase under Texas Local Government Code Sec. 262.024. DISCRETIONARY EXEMPTIONS. (7) (D) captive replacement parts or components for equipment, and authorize the execution of the agreement.

Background

The original software purchase was approved by Commissioner's Court on 11-18-2014 under agenda item #39. Approval of this item will renew the current subscription with Fidlar Technologies, Inc. for the software. This automatic notification system notifies registered constituents by email or personal phone call, from Fidlar, each time a document is recorded in their name. This software subscription will cover services for the months of March 2023 through February 2024. Total cost for the twelve-month subscription is $2,150.00 for the initial year and $2,344.00 for each additional one-year term. Funding Source is 01.0385.0385.004500. Department contact is Nancy Rister.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/19/2023 04:13 PM
County Judge Exec Asst.	Becky Pruitt	04/19/2023 04:16 PM
Form Started By: Stephanie Robles		Started On: 04/17/2023 04:21 PM
Final Approval Date: 04/19/2023		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ADDENDUM TO FIDLAR TECHNOLOGIES, INC.'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Williamson County, ("County"), a body corporate and politic under the laws of the State of Texas, and Fidlar Technologies, Inc., ("Fidlar"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Fidlar's Property Fraud Alert Service Agreement (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified fraud alert services (the "Services"); and

WHEREAS, County desires that Fidlar provide Services as will be more specifically described in this Agreement; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of the Agreement is effective as of the date of the last party's execution below and shall continue for a one (1) year term ("Initial Term"). At the end of the Initial Term, the parties, upon mutual agreement, shall have the option to renew this Agreement for three (3) additional one-year terms, with the terms and conditions remaining the same. The total period of the Agreement, including all terms, shall not exceed four (4) years.

   Exercise of the renewal option is at the County's sole discretion and shall be conditioned, at a minimum, on Fidlar's performance of this Agreement and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to Fidlar of its election to renew. This Agreement shall not automatically renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Agreement. The County and Fidlar agree that termination shall be Fidlar's sole remedy if the County choose not to extend this Agreement for an additional one (1) year term.

2. **Scope of Services.** Subject to this Addendum, Fidlar will render Services to County as in Exhibit A.

3. **Consideration; Compensation; Taxes**. The parties acknowledge and agree that Services were

and will be supported by good and valuable consideration during the term of this Agreement, the sufficiency of which is acknowledged by the parties.

Fidlar will be compensated based on a fixed sum for the Services herein as set out in Exhibit A. 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption for sales and use taxes. The County agrees to provide exemption certificates upon request.

4. **Limit of Appropriation**. Fidlar clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Thousand, One Hundred Fifty and 00/100 dollars ($2,150.00), specifically allocated to fully discharge any and all liabilities County may incur. Fidlar does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Fidlar may become entitled to and the total maximum sum that County may become liable to pay to Fidlar shall not under any conditions, circumstances, or interpretations thereof exceed Two Thousand, One Hundred Fifty and 00/100 dollars ($2,150.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

5. **Public Information Act**. Fidlar expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Fidlar shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or

saving harmless Fidlar for any reason are hereby deleted. Fidlar shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Fidlar, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Fidlar or any of Fidlar's agents, servants or employees.

7. **Applicable; Arbitration; Attorney Fees**. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement, the parties hereto acknowledge that venue is proper in Williamson County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Fidlar in any way associated with the Agreement.

8. **Foreign Terrorist Organizations**. Fidlar represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

9. **Modifications and Waivers**. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

10. **Human Trafficking.** By acceptance of this Contract, Fidlar acknowledges that Williamson County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

11. **Product Assurance.** Fidlar represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Fidlar to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Fidlar will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Fidlar's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Fidlar's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.

12. **Performance Warranty**. Fidlar warrants to County that Fidlar has the skill and knowledge

ordinarily possessed by well-informed members of its trade or profession practicing in the greater Austin metropolitan area and Fidlar will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Fidlar warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.

14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

15. **Captions**. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

16. **Electronic and Digital Signatures**. The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

17. **Assignment and Delegation**.

    a. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

    b. Neither party may delegate any performance under this Agreement.

    c. Any purported assignment of rights or delegation of performance in violation of this Section is void.

    d. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

11. **Successor and Assigns.** County and Fidlar bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

18. **Compliance with Laws**. Fidlar shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without

limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Fidlar shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

19. **Confidential Information**.

a. Fidlar acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Fidlar or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Fidlar shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Fidlar) publicly known or is contained in a publicly available document; (b) is rightfully in Fidlar's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Fidlar who can be shown to have had no access to the Confidential Information.

b. Fidlar agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Fidlar uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Fidlar shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Fidlar shall advise County immediately in the event Fidlar learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Fidlar will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Fidlar against any such person. Fidlar agrees that, except as directed by County, Fidlar will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Fidlar will promptly turn over to County all documents, papers, and other matter in Fidlar's possession which embody Confidential Information.

c. Fidlar in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

20. **Termination**.

a. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

b. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

    1. If Fidlar fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;

    2. If Fidlar materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

c. If, after termination, it is determined for any reason whatsoever that Fidlar was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 20(a) above.

d. Upon termination of this Agreement, County shall compensate Fidlar in accordance with §3, above for those Services which were provided under this Agreement prior to its termination, and which have not been previously invoiced to County. Fidlar's final invoice for said Services will be presented to and paid by County in the same manner set forth in §3 above.

e. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Fidlar.

f. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

g. Upon termination of this Agreement for any reason, if Fidlar has any property in its possession belonging to County, Fidlar will account for the same, and dispose of it in the manner the County directs.

21. **Independent Contractor**. In the performance of work or services hereunder, Fidlar shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Fidlar or, where permitted, of its subcontractors. Fidlar and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

22. **Severability**. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

23. **Notices**.

a. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

b. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Williamson County Clerk Attn: County Clerk PO Box 647 Jarrell, Texas 76537-0647
With a copy to:	Williamson County Attn: County Judge 710 S. Main Street, Suite 101 Georgetown, Texas 78626
Contractor:	Fidlar Technologies, Inc. 350 Research Parkway Davenport, Iowa 52806

c. A Notice is effective only if the party giving or making the Notice has complied with subsections 23(a) and 23(b) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered, or certified mail, or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

2. If the addressee rejects, or otherwise refuses to accept the Notice, or is the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

24. **No Agency Relationship**. It is understood and agreed that Fidlar shall not in any sense be considered a partner or joint venturer with the County, nor shall Fidlar hold itself out as an agent or official representative of the County.

25. **Right to Audit**. Fidlar 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 Fidlar which are directly pertinent to the services to be performed under this Contract for the purposes

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

26. **Media Releases.** Fidlar shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____,2023

SERVICE PROVIDER:

Fidlar Technologies, Inc.
Name of Service Provider

Alex Riggen
Authorized Signature

Alex Riggen
Printed Name

Date: April 4th ,2023

EXHIBIT A

Property Fraud Alert Service Agreement

Williamson County, TX
County Clerk's Office

Property Fraud Alert Description:

Fidlar Technologies (Fidlar) Property Fraud Alert (PFA) service is designed to monitor, identify and notify individuals whose name has been indexed from a document recorded in the Williamson County Clerk's Office. Williamson County Clerk (Client) PFA allows subscribers the ability to have their personal/business name monitored within the CLIENT's office in order to track possible fraudulent activity. PFA allows for free subscriptions via the PFA website and is accessed by the potential subscriber. Subscribers will be notified only when the name they have submitted is used in any recording activities within the CLIENT's office. The alert notification methods provided as options to the subscriber (and selected at the time of subscription) are either email or phone.

The attached Addendum A is a listing of the unique features provided by PFA and must be accepted at the time of the signing of this agreement.

Property Fraud Alert Service Terms and Conditions:

CLIENT agrees to participate in the PFA Service by providing the index data required (at no cost to Fidlar) and permitting the use of this information in order to monitor and identify (via the PFA Service) individuals' identity only for the purpose of possible fraudulent activity. CLIENT understands that PFA is a service provided by Fidlar in order to offer individual alerts to all participating users. CLIENT will post index data via a data format mutually agreed upon by Fidlar and the CLIENT to a FTP site, at interval timings under full discretion of the CLIENT. The data once received by the FTP site will then be processed by the PFA system service which is running on a secured system server behind firewall technology. Fidlar reserves the right to make changes to the PFA service as deemed necessary.

Fidlar agrees NOT to retain subscriber's information beyond time period needed to perform PFA services unless required under another agreement.

Fidlar agrees that it may NOT use or share CLIENT's data in any other way other than the method outlined above for the PFA service, without the express written consent of the CLIENT.

Fidlar agrees to provide needed hardware, technology and software in order to perform needed search and notification to subscribers.

PFA Termination:

The license granted under this agreement, with regard to the Software, may be terminated by Fidlar for material failure of CLIENT to comply with terms and conditions of this Agreement. Within thirty (30) days after CLIENT has discontinued the use of the License program, or within ten (10) days after FIDLAR has terminated any license. The term of this agreement is three-year (3 year.) With no written communication from either side requesting cancellation, this agreement shall continue.

PFA Service Fees:

One-Time charge - PFA licensing, set-up and collateral: N/A - Renewal
Marketing Release Kit: Included (Qty. 2) PFA Banners, (Qty. 1,000) PFA Customized flyers, (Qty. 25) PFA Campaign Buttons. Fidlar will customize, print and ship. Press Release Template Kit One (1) DVD containing print-ready files of customized printed materials.
Annual Maintenance and Support:
2023 - $2,150.00 2024 - $2,344.00
2025 - $2,344.00 2026 - $2,344.00

Annual support includes the PFA services described herein and in Addendum A. Annual fee is subject to change based on mutually agreed upon changes/additions/deletions to the FPA service as described in the agreement. Changes/additions/ deletions are not guaranteed, but if considered, may result in a proposal for changes in the fee amount.

Addendum A

PFA Value Provided to the Williamson County Clerk's Office

- Automatic notification system: Registered constituents receive an email or personal phone call (from Fidlar} each time a document is recorded in their name. The county does not have to worry about cards to mail or address lists to maintain.
- Flexible sign-up processes: Constituents can sign up via the PFA website or for those not comfortable doing so online or for those who do not have access to a computer; sign-up is available by calling the dedicated PFA toll-free number staffed by Fidlar.
- Notifications are sent out upon the recording of any document. Deeds are not the only damaging document that can be fraudulently filed or recorded. Powers of Attorney, satisfactions, etc., can also lead to fraudulent activity. PFA notifies the subscriber any time any document is recorded in the name registered with Fidlar.
- PFA is an opt-in notification system. Once subscribed, the constituent does not have to check in on a website for notification status. Email notifications are sent within 24 hours of the document being made available to Fidlar or the next business day, should the 24-hour period fall upon a weekend or holiday. Phone notifications are attempted within 48 regular business hours of the document being made available to Fidlar. When calling a subscriber with an alert notification, Fidlar will attempt the call twice (in consecutive days} and leave voicemails. If a return call is not received, Fidlar will make a third attempt one week after the first call was made. If no return call is made after the third attempt, the call will be closed.
- A customized PFA website has been created for the Clerk's office. The Clerk's office will have the right to select up to five (5) graphics to be used on the customized homepage.
- PFA requires no changes to existing recording workflow.
- No training required for county employees.
- PFA provides for customization of the email notification verbiage.
- The custom PFA website for the Clerk's will be managed by Fidlar.
- PFA provides an online administration tool for use within the Clerk's office for the purpose of monitoring subscription levels. Also available via the administration tool is the ability to access the current list of subscribers contact information as well as a list of notification alerts that have been sent.
- The call-center that provides live follow-up to PFA subscribers is fully maintained and staffed by Fidlar. This call-center is staffed from 7:00am - 8:00pm CST and is housed at our corporate office in Davenport, IA. This call center will handle the following calls
    - Incoming calls from constituents who wish to sign-up but are either hesitant to do so over the Internet or don't have a computer. Typically, this represents a more elderly demographic.
    - Incoming calls from subscribers who have received alerts and have questions. Historically, our attendants are able to answer incoming questions to the subscriber's satisfaction. However, in the event that a question remains that goes beyond our capabilities, it will be forwarded to the county office.
    - Outgoing calls providing alerts. Subscribers have the ability to receive alerts via email or phone. Those that opt to receive alerts via phone receive a call from one of our call center attendants. We will make three outgoing calls (and leave a personal message, if needed) to insure that we have ample opportunity to connect with the subscriber.

Commissioners Court - Regular Session **20.**

Meeting Date: 04/25/2023

Approval of Award for RFP #22RFP150 Electronic Payment Processing to Certified Payments for the Williamson Count Treasurer's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #22RFP150 Electronic Payment Processing for the Treasurer's Office to the overall best respondent, Certified Payments, and authorizing the execution of the agreement.

Background

The Purchasing Department solicited bids for 22RFP150 Electronic Payment Processing. 382 suppliers were invited to bid of which 51 suppliers viewed the bid documents and 3 suppliers responded. Staff is recommending that Certified Payments receive this award as the overall high scoring respondent. Legal, Contract Audit, and the end user have all approved this agreement. There is no funding source for this contract. All merchant service fees are paid by the customers making the payments. The Treasurer Department point of contact is Scott Heselmeyer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Scoring

Recommendation Letter

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/05/2023 05:10 PM
Hal Hawes	Hal Hawes	04/05/2023 05:34 PM
County Judge Exec Asst.	Becky Pruitt	04/06/2023 08:15 AM
Form Started By: Misty Brooks		Started On: 04/03/2023 04:12 PM
Final Approval Date: 04/06/2023		

Scoring Summary

Active Submissions

	Total	Respondent's Demonstrated ability to Meet Requirements	Pricing	Product Quality, Support, Maintenance, and Warranty	References, Reputation, Experience, and Bond Rating
Supplier	**/ 100 pts**	**/ 40 pts**	**/ 35 pts**	**/ 15 pts**	**/ 10 pts**
Certified Payments	94.06 pts	34.33 pts	34.73 pts	15 pts	10 pts
Municipal Services Bureau	88.83 pts	31.33 pts	35 pts	15 pts	7.5 pts
Wells Fargo Bank	84.71 pts	32 pts	32.04 pts	10.67 pts	10 pts

March 21, 2023

Ms. Joy Simonton
Director/Purchasing Agent
100 Wilco Way, Suite P101
Georgetown, Texas 78626

WILLIAMSON COUNTY
1848

D. Scott Heselmeyer
County Treasurer

RE: 22RFP150
Electronic Payment Processing

Dear Joy:

After receiving and reviewing three (3) responses to the Electronic Payment Processing RFP, I am recommending that the Williamson County Commissioner's Court award the county's merchant services contract to Certified Payments.

Please do not hesitate to contact me with any additional questions or concerns regarding this process or recommendation.

Sincerely,

D. Scott Heselmeyer,
County Treasurer

WILLIAMSON COUNTY
Phone 512.943.1540 Fax 512.943.1590
710 Main Street, Suite 105
Georgetown, Texas 78626

CERTIFIED PAYMENTS by deluxe

SERVICE PROVIDER AGREEMENT
CREDIT CARD PROCESSING

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between Certified Payments, a division of Accelerated Card Company, LLC, with offices at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Williamson County c/o Bill Gravell, 701 Main Street Ste 101, Georgetown TX 78626 ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from individuals or entities ("Customers") by Credit Card, pin-less Debit Card, and pin-entry Debit Card (if Agency is utilizing debit-capable equipment) ("Agency Payments").

WHEREAS, Certified is a third party service provider that performs such Services on behalf of Agency ("Services").

WHEREAS, Agency desires to engage Certified to act on behalf of Agency in providing the Services and Certified desires to provide the Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"Agency Bank" is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

"Agency Bank Account" is the account Agency has established with Agency Bank for credit card and debit card deposits from Agency's Customers as provided under the terms of this agreement, and identified on Page 3 of the Bureau Credit Card Account Setup Form, Bureau Banking Information, which is attached hereto.

"Bureau Code" is the unique seven (7) digit Agency identifier assigned to Agency by Certified.

"Card Issuing Bank" is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

"Card Brands" are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

"Card Holder" is an authorized user of a payment card issued by a Card Issuing Bank.

"Chargeback" is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

"Service Fee" means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

"Credit Card" refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

"Customer" means both consumer and corporate, individual or company that purchases or uses the Services.

"Debit Card" refers to a pin-entry debit card issued to a customer for payment of goods and services.

"Front-End Processor" is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

"IVR" means Integrated Voice Response system.

"Processing Facility" refers to the appropriate credit or debit network to which Certified transmits transactions.

2. CERTIFIED'S OBLIGATIONS. Certified shall provide the Services as follows:

A. Certified will provide Customers with the opportunity to make Agency Payments by Credit Card, pin-less debit card, and pin-entry debit card (if Agency is utilizing debit-capable equipment). These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, or by other methods that may be offered by Certified from time to time.

B. Certified shall begin providing the Services to Customers on a date mutually agreed upon by Certified and Agency.

C. Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa, Discover, American Express, and the Debit Card Networks.

D. Certified may charge each Customer a Service Fee for each Agency Payment processed. The Service Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Service Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Service Fee for each payment and may change the amount of the Service Fee upon thirty (30) days' advance written notice to Agency. Certified will cause all net funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Service Fees collected by it hereunder.

E. Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as provided for in this Agreement; any fees payable by Agency in connection therewith will be mutually agreed upon by Certified and Agency.

F. Certified will notify each Customer of the dollar amount of the payment and the corresponding Service Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card or Debit Card. G. Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Service Fee.

H. Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept.

I. Certified will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.

J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Brands and Debit Card Networks.

K. Prior to initiating any refunds to a Customer's Credit Card or Debit Card, Certified will attempt to obtain permission, either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Certified to the contrary, Agency may not issue refunds to the Customer by check. Certified will process such refunds in the form of a credit to the Customer's Credit Card or Debit Card that was initially charged and, in Certified's sole discretion,

may refund the corresponding Service Fee payment. Certified or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.

L. Under the rules of the Card Brands, Customer's Card Issuing Bank gives Certified a limited amount of time to dispute a Chargeback or issue a refund. In the event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transaction, however, Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process. In the event a Service Fee is disputed by the cardholder, both the Agency payment and the service fee payment will be refunded to the cardholder. In no case shall a Service Fee be charged back to Certified without the related Charge also being charged back to the Agency.

M. Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a refund or Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.

N. Certified shall implement policies and procedures to maintain the security of cardholder data that Certified possesses, stores, processes or transmits on behalf of Agency, or to the extent that Certified could impact the security of Agency's cardholder data environment, in accordance with applicable payment card industry security standard (PCI-DSS) requirements.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency hereby agrees to the Merchant Processing Terms & Conditions found at www.CertifiedPayments.net/tc, as they maybe revised from time to time, and further agrees to enter into any and all applicable agreements that are required to perform the Services hereunder, including without limitation any agreements required by Visa, MasterCard, Discover, American Express, the Debit Card Networks, or the applicable sponsor bank. Such Agreements may include but are not limited to documents required by MasterCard, Visa, Discover, American Express, and the Debit Card Networks. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Brands, including without limitation with respect to the use of specific Card logos and marks.

B. Prior to Certified's commencement of the Services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.

C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Brands, the Debit Card Networks, the Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

D. Certified will provide customer support to Agency's customers. In order to provide said support services Agency will include on any statements or materials provided to Agency's customers, Certified information such as Web Address, IVR Telephone Number (if applicable), assigned Bureau Code, Customer Service Phone Number or other information.

E. Agency will not require, as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

4. ADDITIONAL MATTERS

A. Confidentiality. Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable,non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified is released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any acts of any other party or third party or any acts of God, fire, flood, storm, earthquake, tidal wave, computer or communications failure, software failure, network problem, sabotage, war, military operation, national emergency, mechanical or electrical breakdown, civil commotion, or the order, requisition, request, or recommendation of any governmental agency or acting governmental authority , Certified's compliance therewith or government proration, regulation, or priority, or any other cause beyond Certified's reasonable control whether similar or dissimilar to such causes.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice. Any notice to be given hereunder shall be in writing and may be effected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: Williamson County Texas
701 Main Street Ste 101
Georgetown, TX 78626

CERTIFIED PAYMENTS: Certified Payments, a division of Accelerated Card Company, LLC
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
notices@certifiedpayments.net

H. American Express. Agency warrants that it does not hold third party beneficiary rights to any agreements between Payment Service Provider and American Express and at no time will attempt to enforce any such agreements against American Express.

I. Agency ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO AGENCY FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL,
SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

J. Term of Arrangement. Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall be in effect for three (3) years from the Effective Date of this Agreement ("Term"). Thereafter, the Term will automatically extend for consecutive one (1) year periods, unless either party provides the other with written notice of termination at least sixty (60) days prior to the end of the then-current term.

K. Termination. Certified's performance of this Agreement is subject to the rules and regulations of the Card Brands, the Debit Card Networks, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or brand to terminate shall be immediate upon such event.

L. Governing Law. In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of **Texas**..

M. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the rights and obligations of Certified under this Agreement may be provided or fulfilled by, or assigned to, any parent, subsidiary, affiliate, successor entity (by stock or asset purchase or merger) or subcontractor of Certified.

N. Entire Agreement; Modifications. This Agreement, together with the exhibits and schedules hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

O. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then this Agreement shall be deemed modified to delete any such provision, and the remaining provisions of this Agreement will remain in full force and effect.

P. Conflicts. In the event of a conflict between the provisions explicitly stated in this Agreement and those stated in any document referenced herein, the terms explicitly stated in this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on **March 14, 2023** (the "Effective Date").

AGENCY'S ACCEPTANCE:
WILLIAMSON COUNTY C/O BILL GRAVELL JR. CO Judge

By: _____
Agency Signature

_____
Printed Name and Title

_____
Date

_____
Agency Signature - Second Signature (if required)

_____
Printed Name and Title

_____
Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Mike LoMurro, President
Printed Name and Title

3/23/23
Date

ADDENDUM to SERVICE PROVIDER AGREEMENT

The following terms are added to and form a part of the Service Provider Agreement ("Agreement") between Williamson County, Texas ("Agency") and Certified Payments, a division of Accelerated Card Company, LLC ("Certified") and supersede any conflicting terms:

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

Certified Payments

By: Date

Mike LoMurro 3/23/23
President

Williamson County, Texas

By: Date

EXHIBIT A
SCHEDULE OF FEES
Confidential

This Exhibit A to the Service Provider Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions:

A. 2.15 % or a minimum of $ 2.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for tax payments when Customer uses a Credit or Debit Card.

B. 2.15 % or a minimum of $ 2.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for non-tax payments when Customer uses a Credit or Debit Card.

The fees charged are subject to change by Certified.

2. Schedule of Equipment Cost.

POS Terminal / Equipment	Price	Quantity	Subtotal
Ingenico iPP 320	$ 230.00	0	$0.00
ID Tech USB Card Reader	$ 55.00	0	$0.00
Other:	$	0	$0.00
	Equipment Total		$0.00

AGENCY'S ACCEPTANCE:
AGENCY NAME: Williamson county, Texas

By: _____ _____
Agency Signature Date

_____
Printed Name and Title

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____ 3/23/23
Authorized Representative Date

Mike LoMurro, President
Printed Name and Title

Commissioners Court - Regular Session **21.**

Meeting Date: 04/25/2023

Award of IFB #23IFB24 Carlson Cove Tower Site Lease to Univision Radio Broadcasting Texas LP for IT/Wireless Department

Submitted For: Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #23IFB24 Carlson Cove Tower Site Lease to Univision Radio Broadcasting Texas, LP DBA Univision Communications Inc. in the amount of $30,000.00 per year, paid $2,500.00 monthly, plus $78.32 additional rent for real property taxes and execution of the Lease Agreement.

Background

Williamson County sent out nine hundred twenty-one (921) notifications with thirty-one (31) document takers and one (1) submitting firm. The lease terms are for five (5) years initially commencing on April 1, 2023, and ending at midnight on March 31, 2028, with two (2) additional five (5) one-year renewals for $30,000.00 per year, paid in monthly amounts of $2,500.00 plus $78.32 additional rent for real property taxes. IT, Budget, and Legal have reviewed this item. This is a revenue generating item. Richard Semple is the department point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Statement of Opening

Agreement

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/19/2023 03:08 PM
County Judge Exec Asst.	Becky Pruitt	04/19/2023 03:22 PM
Form Started By: Brenda Fuller		Started On: 04/12/2023 02:14 PM
Final Approval Date: 04/19/2023		

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Univision Communications Inc.	Jan 26, 2023 9:05 PM CST	Peter Lynch	plynch@univision.net	MjY0ODg5

Tower Site Lease Agreement

In consideration of the covenants herein contained between Williamson County, Texas, a political subdivision of the state of Texas ("Lessor"), and Univision Radio Broadcasting Texas, LP, a Texas Limited Partnership authorized to transact business in the State of Texas ("Lessee"), the parties mutually agree and enter into this Tower Site Lease Agreement ("Lease") as follows:

I.
AGREEMENT TO LEASE; LESSEE'S PROPERTY; AND CONDITIONS PRECEDENT

A. Leased Premises. Pursuant to the terms of this Lease, Lessor hereby grants Lessee permission to install and operate the Lessee's Property, as defined herein, on Lessor's property located at 155 Carlson Cove, Georgetown, Texas 78626 and being described as:

Being a 0.157 Acre or 6,829 Square Foot area of real property, as depicted by Metes and Bounds Survey and Sketch attached hereto as **Exhibit "A"** ("Leased Premises").

B. Lessee's Property. Subject to any existing leases, easements, or rights-of-way, Lessee may install, maintain, remove, replace and operate upon the Leased Premises, subject to the terms and conditions set forth herein, the following (collectively the "Lessee's Property"), which shall be removed by Lessee at the end of this Lease or any Extension Term thereof as required hereinbelow:

1. 497 ft Guyed Tower
   Ground Elevation: 780 ft.
   Overall Height Above Ground (AGL): 500 ft.
   Overall Height Above Mean Sea Level (AMSL): 1280 ft._
   Overall Height Above Ground w/o Appurtenances: 497 ft._
   Latitude: _30-37-22.7 N (NAD 83)_
   Longitude: 97-38-34.0 W (NAD83)_
   (the "Tower")
2. Standby Generator;
3. Propane Fuel Tank;
4. Radio Transmitting Antennas/Dish Equipment; and
5. Equipment Shelters.

C. Conditions Precedent. The Parties agree that the terms of this Lease shall not become effective, and Lessee's right to use the Leased Premises for the purposes set out herein or to perform any installation or modifications to the Lessee's Property shall not commence until the following conditions are satisfied or performed:

1. Lessee shall obtain, at Lessee's cost, and submit to Lessor a Structural Analysis to determine the availability of capacity at the Leased Premises for the installation or modification of any Lessee's Property;
2. Lessee has submitted to Lessor detailed plans and specifications accurately describing all aspects of proposed work to be performed, without limitation, weight, and wind load

requirements, power supply requirements, and accurate depictions of improvements to be placed on the Leased Premises;

3. Lessee has furnished Lessor with a certification of coverage issued by its insurer for the insurance required herein; and
4. Lessee shall obtain all necessary governmental approvals and permits for the installation, operation, or modification of any of the Lessee's Property described herein and Lessee has provided, and Lessor has received copies of any required governmental authorizations and permits to construct, operate, and maintain the Lessee's Property on the Leased Premises.

II. ACCESS TO LEASED PREMISES

Lessor agrees that, during the Initial Term of this Lease and any extension thereafter, Lessee shall have reasonable ingress and egress to the Leased Premises for the purpose of maintenance and repairs to Lessee's Property. For purposes of such ingress and egress during the Initial Term of this Lease and any renewal term thereafter, Lessee shall be allowed to use the existing unimproved road/path that provides access to the Leased Premises from Carlson Cove and County Road 110, as depicted in the sketch set out in **Exhibit "A"**. Lessee hereby agrees and acknowledges that all necessary maintenance in relation to the unimproved road/path for Lessee's access to the Leased Premises shall be the sole obligation and responsibility of Lessee.

III. INITIAL TERM OF LEASE; EXTENSION TERM AND TERMINATION

A. Initial Term. The Initial Term of this Lease shall be a period of five (5) years commencing on April 1, 2023 ("Commencement Date"), and ending at midnight on March 31, 2028 (the "Initial Term").

B. Extension Term. Following the Initial Term, this Lease will automatically renew for up to two (2) additional five (5) year terms unless otherwise terminated prior to such period in accordance with the terms hereof ("Extension Term"). All terms, covenants, and provisions of this Lease shall apply to the Extension Term.

C. Termination for Convenience. Either party may terminate this Lease for convenience and without cause upon two (2) year's written notice to the other party. Upon termination, Lessee shall remove Lessee's Property in accordance with the terms set out hereinbelow.

IV. RENT, SECURITY DEPOSIT AND TAXES

A. Initial Base Rent. In advance on the first (1st) day of each calendar month, beginning on the first (1st) day of the month immediately following the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor $30,000 per year in monthly installments of $2,500 each as rent for the Leased Premises, plus $78.32* as additional rent for Lessee's payment of real property taxes assessed against the Leased Premises, as set forth below, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing, including ACH.

***In the event that Lessee obtains property tax exemption status from the Williamson Central Appraisal District during this Lease and no property taxes are assessed against the Leased Premises thereafter, Lessee shall not be required to pay the above-mentioned property taxes as additional rent.**

B. Base Rent Adjustment. Beginning one year from the Commencement Date, the Base Rent will be adjusted to increase by 3% on each anniversary of the Commencement Date (the "Adjustment Date").

C. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS ($50.00), plus additional late charges of TEN DOLLARS ($10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS ($25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full.

D. Security Deposit. On the execution of this Lease, Lessee shall deposit with Lessor an amount equal to six (6) month's rent, as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid costs and expenses to which Lessee is obligated to provide; (d) the removal of all Equipment installed by Lessee; (e) packing, removing, and storing abandoned property; (f) attorney's fees and costs of court incurred in any proceeding or claims against Lessee; and/or (j) other items Lessee is responsible to pay under the terms of this Lease. In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee. The security deposit will be applied first to any non-rent items then to any unpaid rent.

E. Taxes.

1. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed

on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

2. Real Property Tax Reimbursement: Lessee agrees to pay all taxes, assessments, and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Leased Premises. Included also shall be all costs in contesting, rendering, and otherwise adjusting the Taxes.

   a. Payment of Taxes to Lessor: On the first (1st) day of each month during the Initial Term and any extended term thereafter, Lessee shall pay to Lessor, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the estimated Taxes as calculated by Lessor (prorated for any partial month). The estimated Tax payment for the Initial Term is set forth herein-above.

   b. Tax Statement; Deficiency or Offset of Tax Costs: On or before January 31st of the Initial Term or any extended term of the Lease, Lessor shall furnish to Lessee a tax statement showing the total actual Tax costs for such Lease term and the total amount of Tax payments made by Lessee during such Lease term.

      1. If Lessee's actual Tax costs exceeds the aggregate of Lessee's monthly payments made during the current Lease term, Lessee shall pay Lessor the deficiency within thirty (30) days after receipt of the statement.
      2. If Lessee's monthly payments exceed Lessee's actual Tax costs as shown on the statement, Lessee shall be entitled to offset the excess against payments thereafter becoming due for Lessee's actual Tax costs. In the event the Lease has been terminated or has expired prior to determining that Lessee's monthly payments exceeded Lessee's actual Tax costs, any excess amounts paid by Lessee will first be applied to any amounts that may be due and owing Lessor at that time and any excess remaining thereafter, if any, shall be paid to Lessee.

   c. Lessee's rent payment shall be adjusted in the event the Taxes increase or decrease thereby causing the Lessee's actual Tax costs to change. Lessor will notify Lessee of any rent adjustment in the tax statement that is sent to Lessee on or before January 31st.

   d. Remedy for Non-Payment: If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in

relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

e. Adjustment to Taxes; Contest of Taxes: Lessee shall have the right, at its sole cost and expense, in its own name(s) and/or in the name of Lessor, dispute and contest the Taxes by appropriate proceedings diligently conducted in good faith but only after Lessee has deposited with the Lessor the amount so contested and unpaid, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and any excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand all court costs, interests, penalties and other liabilities relating to such proceedings. Lessor agrees to provide lessee a copy of any notice of appraised value of the property received by the lessor. Lessor agrees to send such notice within 10 days of receipt of such notice by lessor.

f. Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

g. Property Tax Exempt Status: In the event that Lessee obtains property tax exemption status from the Williamson Central Appraisal District during any time period following the execution of this Lease and no property taxes are assessed against the Leased Premises for such time period, Lessee shall not be required to pay the property taxes as additional rent during the period of time that no property taxes are assessed against the Leased Premises.

V. INSTALLATION OF EQUIPMENT

A. Performance of Work. Lessee shall retain qualified contractors to install, operate, maintain and/or modify Lessee's Property.

B. Lessor Not a Party. Lessor shall not be a party to any contract or agreement between the Lessee and any qualified contractor retained by the Lessee and approved in writing by the Lessor. Lessor shall in no way be liable to Lessee or any other third party for any defects in workmanship or design of any of the equipment installed, maintained, operated, and/or modified by Lessee.

C. Appurtenant Equipment and Facilities. The installation, operation and maintenance of any appurtenant equipment to include but not limited to control lines necessary for the operation of Lessee's Property is the sole responsibility of the Lessee.

VI. INTERFERENCE

A. Prior Approval of Lessor. Lessee agrees to install equipment of a type and frequency, which will not cause interference to Lessor or its lessees and users of the property adjacent to the Leased Premises and does hereby agree to make no changes in equipment or frequency without prior written approval of Lessor, which approval shall not be unreasonably withheld. Lessor accepts the equipment that is currently installed at the Leased Premises, as of the date of this Lease, and acknowledges that it is in conformance with the terms and conditions of the Lease.

B. Sharing of Frequency Information. Following the execution of this Lease, Lessee shall provide Lessor with a list of frequencies to be used at the Leased Premises, and Lessor shall provide to Lessee a list of frequencies currently in use at the property adjacent to the Leased Premises. Utilizing both sets of frequencies, Lessee shall provide to Lessor an inter-modulation study prepared by an engineer reasonably acceptable to Lessor, at Lessee's expense, showing no interference.

   If Lessee adds frequencies thereafter or if Lessor or its lessees and users of the property adjacent to the Leased Premises adds frequencies thereafter, the party adding such frequencies shall provide the other party with a list of frequencies to be used at the site, and that party not adding such frequencies shall provide to adding party with a list of frequencies currently in use at the site. Utilizing both sets of frequencies, the adding party shall provide to the other party an inter-modulation study prepared by an engineer reasonably acceptable to the other party, at the adding party's expense, showing no interference.

C. Interference by Lessee. Lessee acknowledges that Lessor's property that is adjacent to the Leased Premises is an integral element of the radio communications system for both public safety and public service agencies operating in Williamson County and, if impaired or rendered inoperable, it would adversely affect the health, safety and welfare of citizens served by the communications tower situated adjacent to the Leased Premises. Thus, it is understood, acknowledged and agreed that Lessee's use of the Leased Premises, Lessee's Property, their installation, maintenance, and operation shall in no way interfere with the installation, operation, maintenance, or any modification of the Lessor's property, equipment, infrastructure and tower lighting system that is situated adjacent to the Leased Premises.

D. In the Event of Interference by Lessee. In the event that Lessee's Property causes interference with any of Lessor's equipment or operations adjacent to the Leased Premises, Lessor will notify Lessee of the nature and extent of the interference and the origin and cause, if known. Upon receipt of notice of interference, Lessee shall take remedial measures within six (6) hours upon receipt of notice. Such remedial actions shall include, but are not limited to reducing power, retaining a qualified contractor to diagnose the source of interference, and to perform whatever actions are necessary to eliminate the interference. In the event such interference cannot be eliminated, Lessee agrees to remove Lessee's Property from the Leased Premises and this Lease shall then terminate without further obligation on either part except as may be specifically enumerated herein.

Furthermore, Lessee acknowledges that in the event of breach by Lessee of this section, Lessor could suffer significant and irreparable harm that could not be satisfactorily compensated in monetary terms since Lessor's equipment, property and infrastructure adjacent to the Leased Premises is an integral element of the radio communications system for both public safety and public service agencies operating in Williamson County and, if impaired or rendered inoperable, it would adversely affect the health, safety and welfare of citizens served by such tower site, and that the remedies at law available to Lessor will be inadequate, Lessor shall be entitled, in addition to any other remedies to which it may be entitled to hereunder, under the law or in equity, to specific performance of this section by Lessee, including the immediate ex parte issuance, without bond, of a temporary restraining order enjoining Lessee from any such violation or threatened violation of this section and to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided hereunder, by law and not otherwise limited by this Lease. Lessee hereby acknowledges and agrees that Lessor shall not be required to post bond as a condition to obtaining or exercising any such remedies, and Lessee hereby waives any such requirement or condition.

E. In the Event of Interference by Lessor. In the event that the equipment or operations of Lessor or of any other user or lessee of the property adjacent to the Leased Premises causes interference with any of Lessee's Property or operations, Lessee will notify Lessor in writing of the nature and extent of the interference and the origin and cause, if known. Upon receipt of notice of interference, Lessor shall take remedial measures within twelve (12) hours upon receipt of notice. Such remedial actions shall include, but are not limited to retaining a qualified contractor to diagnose the source of interference, and to perform whatever actions as are necessary to eliminate the interference. In the event such interference cannot be eliminated, Lessee may terminate this Lease without further obligation except as may be specifically enumerated herein. Lessee hereby expressly acknowledges and agrees that in no case whatsoever shall Lessor be required to cease operation of its system on the property adjacent to the Leased Premises due to such system being an integral element of the radio communications system for both public safety and public service agencies operating in Williamson County and, if impaired or rendered inoperable, it would adversely affect the health, safety and welfare of citizens served by the communications tower situated adjacent to the Leased Premises.

F. Lessor and Lessee shall each operate their equipment in accordance with good engineering practices.

VII. MAINTENANCE OF EQUIPMENT, TOWER AND LEASED PREMISES

A. Lessee Provided Maintenance. Lessee shall maintain Lessee's Property in such a manner to ensure that equipment, property and/or infrastructure located adjacent to the Leased Premises is not impacted by damage or disrepair. When performing maintenance and repairs to the Lessee's Property, Lessee shall take every precaution to prevent damage to Lessor's equipment, property and/or infrastructure situated next to the Leased Premises. Lessee shall notify Lessor, in advance and as soon as practicable, of any maintenance, repairs, or other related events concerning the subject site so that Lessor will have adequate opportunity to provide any necessary protection for its equipment and operations. In the event damage to

equipment, property and/or infrastructure adjacent to the Leased Premises is caused by Lessee, Lessee shall, within six (6) hours of notice from Lessor, repair any such damage; provided, however, Lessor shall retain the right to immediately repair such damage and thereafter pass the costs of such repair to Lessee. Lessee shall pay all such repair costs to Lessor within ten (10) calendar days after Lessee has received Lessor's demand for payment, as evidenced by return receipt of registered or certified letter.

B. Tower Guy Line Maintenance. Prior to the expiration of the Initial Term of this Lease, Lessee shall provide guy tensioning and plumbing of its tower. In the event this Lease is extended following the Initial Term, Lessee shall provide guy tensioning and plumbing of its tower prior to the expiration of the Extended Term.

C. Maintenance of Leased Premises. Lessee shall keep all areas of the Leased Premises clean and free of debris. All vegetation on the Leased Premises must be regularly maintained and mowed to prevent fire hazards and unsightly appearances. Lessee shall provide and keep all fencing well maintained in order to properly secure the Leased Premises and the Lessee's Property. Lessee shall not permit any chemicals, trash, unused equipment or property, or other foreign materials to be deposited, maintained or disposed of on the Leased Premises. Hazardous chemicals are not permitted on the Leased Premises. Lessee hereby agrees that Lessee shall reimburse Lessor for the expense of cleaning and removing any debris, chemicals, trash, unused equipment or property, or other foreign materials; mowing and maintaining vegetation, and any other costs associated with Lessee's noncompliance with this provision.

VIII. SUBSEQUENT USES, EQUIPMENT AND USERS

A. Lessor or its lessees and users of the property adjacent to the Leased Premises may place other communications equipment that does not interfere with Lessee's operations or use of the Leased Premises on Lessor's property following the execution of this Lease. In the event such additional equipment causes interference to Lessee's Property, the provisions of Section VI. shall control as to interferences caused by Lessor.

B. In the event Lessee would like to add additional equipment to the Leased Premises following execution of this Lease, an additional Site Engineering Application shall be submitted to Lessor prior to the placement of any such additional equipment to ensure tower loading does not exceed acceptable percentages. The Site Engineering Application shall be paid for by Lessee. Lessor shall review the Site Engineering Application and either grant or deny permission to allow Lessee to place additional equipment on the Leased Premises. If Lessor approves Lessee's additional equipment and such additional equipment causes interference to Lessor's equipment or operations on the property adjacent to the Leased Premises, the provisions of Section VI. shall control as to interferences caused by Lessee.

IX. GOVERNMENTAL AND REGULATORY REQUIREMENTS

All construction, installation, and operations in connection with the Leased Premises by Lessee shall meet with all of the applicable rules and regulations of the Federal Communications Commission, Federal Aviation Authority, State of Texas, through any regulatory agency with appropriate jurisdiction, the electrical codes of any city or county with regulatory jurisdiction, the

State of Texas, and any applicable municipal zoning regulations. Under this Lease, the Lessor assumes no responsibility for the licensing, operation, and/or maintenance Lessee's Property. Lessee has the responsibility of carrying out the terms of its FCC License with respect to tower light observation and notification to FAA and any other governmental authorizations and permits. Lessor agrees to correct any observed deficiencies in Lessor's equipment at its expense upon receipt of written notice from Lessee advising of deficiency.

X. LESSOR NOT AN INSURER

It is agreed by and between the parties that Lessor is not an insurer and that the payment of rental by the Lessee as herein provided are based solely on the value of the facilities provided in this Lease. It is further agreed that Lessor shall not be liable to Lessee for damages to any and all property including Lessee's Property, building (if applicable), antennas, coaxial line and communications equipment and accessories, caused by acts of God, or other acts beyond the control of Lessor. If due to acts of God or for any other reason that is beyond Lessor's control, Lessee's use of the Leased Premises is interrupted, Lessor shall not be liable to Lessee for such interruption. LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OF ANY TYPE THAT MAY ARISE AS A RESULT OF SUCH INTERRUPTION OF SERVICE.

XI. INDEMNIFICATION

A. INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF LESSOR'S CHOOSING), AND HOLD HARMLESS LESSOR, AND LESSOR'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 LESSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN, ON OR AROUND THE LEASED PREMISES OR IN CONNECTION WITH THE LESSEE'S USE OF THE LEASED PREMISES HEREUNDER. LESSEE 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 OF THE INDEMNITIES. 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.

B. INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF LESSOR'S CHOOSING), AND HOLD HARMLESS LESSOR, AND LESSOR'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 LESSEE'S USE OF THE LEASED PREMISES UNDER THIS LEASE OR ANY WORK PERFORMED BY LESSEE IN RELATION TO THIS LEASE, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS,

ERRORS, OR OMISSIONS OF LESSEE 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.

XII. INSURANCE

During the term of this Lease, Lessee agrees to provide and maintain the following insurance:

1. Worker's Compensation in accordance with statutory requirements; and
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1.0 Million per occurrence and $2.0 Million in the aggregate, including coverage on same for independent subcontractor(s). LESSOR SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

Lessee shall not commence any field work or conduct any operations on the Leased Premises under this Lease until it has obtained all required insurance, a certificate of insurance has been provided to Lessor and such insurance has been approved by Lessor. Approval of the insurance by Lessor shall not relieve or decrease the liability of Lessee hereunder.

Lessee shall not allow any subcontractor(s) to commence work to be performed in connection with Lessee's use of the Leased Premises hereunder until all required insurance has been obtained and approved.

Lessee's independent contractors shall provide Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1.0 Million per occurrence and $2.0 Million in the aggregate, $1.0 Million General Automobile, and Workers Compensation as statutorily required.

The 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. Lessee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until ten (10) calendar days after Lessor has received written notice as evidenced by return receipt of registered or certified letter.

It is the intention of the Lessor, and agreed to and hereby acknowledged by the Lessee, that no provision of this Lease shall be construed to require the Lessor to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required by law or a court of law with jurisdiction over the provisions of this Lease.

XIII. LESSEE ASSIGNMENT AND SUBLETTING

This Lease may not be sold, assigned, or transferred, in whole or in part by Lessee without the prior written approval or consent of the Lessor, consent which may not be unreasonably withheld, conditioned or delayed. Any such assignment shall be evidenced by a form provided by Lessor and executed by Lessor, Lessee, and assignee. Notwithstanding the foregoing, Lessee shall have the right to assign its interest hereunder to any entity that owns or acquires all or substantially all of Lessee's assets or shares of ownership without the consent of Lessor, upon ninety (90) calendar day's written notice

Lessee may sublet portions of the Leased Premises to third parties, provided that (i) Lessee immediately provides Lessor a written copy of such sublease, (ii) pays to Lessor in addition to the rentals provided for herein, 25% of the gross rentals paid to Lessee under the terms of such sublease, (iii) indemnifies Lessor against any loss or damage Lessor may incur (as set forth in this Lease) resulting from sub-lessee's activity and/or use of the Leased Premises, and (iv) Lessor's sublease requires its sub-lessee to comply with the terms, covenants and conditions of this Lease as if such sub-lessee were the Lessee hereunder.

XIV. RF EXPOSURE

Lessee agrees to reduce power or suspend operations of its radio equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

XV. LIENS, CLAIMS, AND ENCUMBRANCES

Lessee shall keep the Leased Premises and any interest granted to the Lessee by and through this Lease, free from any liens, encumbrances, claims, mortgages or other financial obligations, or demands.

XVI. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT BY LESSOR

This Lease is for the sole and exclusive benefit of the parties hereto, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits. All of the obligations as well as all of the rights and privileges contained herein, shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and permitted assigns. Lessor may unilaterally assign this Lease without consent of Lessee, so long as such assignee agrees to all of the terms and conditions of this Lease and any subsequent amendments thereto.

XVII. CONDEMNATION

If any part of the Leased Premises is taken under the power of eminent domain, or otherwise condemned, either party may terminate this Lease if such action prevents the intended use of the Leased Premises.

XVIII. DEFAULT, REMEDIES, WAIVER

A. Default by Lessee. Lessee's failure to pay amounts due strictly in accordance with the terms of this Lease or to cure any breach of any covenant (not related to timeliness of payments) herein within thirty (30) calendar days of written notice from Lessor of said breach shall constitute an event of default under this Lease. In the event of Lessee's default, Lessee shall immediately make full payment of all amounts that Lessor would have been entitled to receive under this Lease for the remainder of the then current lease term and Lessor shall have the right to accelerate and collect said payments. All delinquent amounts shall bear interest at the lesser of 3% interest per month or the maximum amount permitted by law. Lessee may, in addition to seeking the remedies set out herein, terminate this Lease and/or seek any and all remedies available at law or in equity.

B. Default by Lessor. If Lessor fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for thirty (30) calendar days after a written notice specifying the required performance has been given to Lessor, Lessor shall be in default and Lessee may, in addition to seeking any and all remedies available at law or in equity, terminate this Lease.

C. Consequential Damages. Neither party shall be liable to the other for consequential, indirect, special, punitive, or exemplary damages for any cause of action whether in contract tort, or otherwise.

XIX. USE OF DANGEROUS CHEMICALS OR HAZARDOUS SUBSTANCES

Lessee agrees to inform Lessor in writing if Lessee will be housing, storing, or maintaining any batteries or fuel tanks on the Leased Premises. The use of any other hazardous chemicals or hazardous substances, as that term is defined by the Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ) or any other local governmental authority is strictly prohibited without the prior written approval of the Lessor. Any authorization or permission granted by Lessor for the use, storage, or maintenance of any hazardous chemicals or hazardous substances shall be evidenced by a duly executed written amendment to this Lease.

XX. GOVERNING LAW AND VENUE

Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XXI. UTILITIES

It is understood and agreed that the Lessee will be responsible for installing all electrical transmission lines and equipment necessary for Lessee's electrical service needs upon the Leased Premises and that Lessee shall pay for all utility services received by Lessee upon the Leased

Premises. If separate metering of utilities is not available or possible, Lessee shall pay a share of its utility costs as allocated by the Lessor, which said share shall be based upon a fair and equal amount that is directly proportionate to the amount of utilities actually used by Lessee. It is also understood that no air conditioning system exists at this site.

XXII. NOTICES

All notices required pursuant to this Lease shall be in writing and shall be given by (i) established express delivery service which maintains delivery records; (ii) hand delivery; (iii) certified mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. Lessor and Lessee agree to notify the other party in writing prior to any change in address or facsimile number. A failure of either party to notify the other party of any change(s) in address or facsimile number will not render any notice delivered to the last known address or facsimile number invalid. All notices shall be sent to the parties at the following addresses:

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

Lessee: At the address set forth below the Lessee's signature block.

XXIII. OWNERSHIP AND REMOVAL OF LESSEE'S PROPERTY

Lessor agrees and acknowledges that, at all times during this Lease, all of Lessee's Property shall remain the property of Lessee. In the event of any termination of this Lease, expiration of this Lease or upon any abandonment by Lessee, Lessee aggress to remove, within ninety (90) calendar days of such termination, expiration or abandonment, all of Lessee's Property, including any removal structures. In the event that Lessee fails to comply with this section, Lessor shall have the right to remove all of Lessee's Property and Lessee hereby agrees to pay the costs incurred by Lessor within ten (10) calendar days after Lessee has received Lessor's demand for payment, as evidenced by return receipt of registered or certified letter.

XXIV. MISCELLANEOUS

A. Survival of Obligations. All provisions of this Lease that impose continuing obligations on the parties shall survive the expiration or termination of this Lease.

B. No Waiver of Immunities. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessee, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Lessee 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.

C. Waiver of Breach or Violation Not Deemed Continuing. The waiver by either party of a breach or violation of any provision of this Lease shall not operate as or be construed to be a waiver of any subsequent breach hereof.

D. Paragraph Headings. The paragraph headings contained in this Lease are for convenience only and shall in no manner be construed as a part of this Lease.

E. Counterparts. This Lease may be executed in counterparts, each of which may be deemed an original and together shall constitute one and the same with at least one counterpart being delivered to each party hereto.

F. Severability; Legal Construction. In case any one or more of the provisions construed in this Lease shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Each party to this Lease acknowledges that it and its counsel have reviewed this Lease 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 Lease.

G. Authority to Execute Lease. The undersigned Parties represent that they have the full and final authority to enter into this Lease in the capacity represented.

H. Entire Agreement. This Lease constitutes the entire agreement between the parties. No contemporaneous or subsequent agreement shall supersede, amend, modify, alter, or cancel any term or shall be otherwise binding upon either party unless such agreement is in writing and duly executed by both parties. This Lease shall supplant any and all prior lease agreements and/or any other type of agreements, oral or in writing, as to the Leased Premises and Lessee's use thereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE Lessee HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS LEASE, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

The Remainder of this Page is Intentionally Blank

IN WITNESS WHEREOF, the parties have duly executed and delivered this Lease to be effective as the Commencement Date.

Lessor:

Williamson County, Texas

By: _____

Printed Name: _____

Representative Capacity: Presiding Officer

Date: _____ ___, 20___

Lessee:

Univision Radio Broadcasting Texas, LP, a Texas Limited Partnership, acting by and through its General Partner, Univision Radio, Inc.

By: _____

Printed Name: Jose Tomas

Representative Capacity: CAO

Date: Mar 28, 2023 ___, 20___

Address for Notice:
8551 NW 30th Terrace, Miami, FL 33122
_____
_____, ____ _____

Daniel Bae

EXHIBIT "A"

Geonet of Texas, LLC

METES AND BOUNDS DESCRIPTION

FOR

A 0.157 ACRE, OR 6,829 SQUARE FOOT, TRACT OF LAND SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 103.5913 ACRE TRACT OF LAND, CONVEYED TO WILLIAMSON COUNTY, TEXAS, IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 2332, PAGE 141, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.157 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00:

COMMENCING at ½" iron rod found on a point in the east right-of-way line of RockRide Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of said Official Records, same being a west corner of said 103.5913 acre tract, from which a ½" iron rod found for the northeast corner of said 3.14 acre tract, same being the south west corner of a called 5.24 acre tract, recorded in Document No. 2014056419 of the Official Public Records of Williamson County, Texas, also being a point in the north right-of-way line of SE Inner Loop, a 120-foot public right-of-way, recorded in Document No. 2006081859, of said Official Public Records, bears N 21°02'03" W, 348.42 feet;

THENCE S 49°24'35" E, departing the south boundary line of said 3.14 acre tract, along the east right-of-way line of said RockRide Ln, same being the west boundary line of the Remnant Portion of said 103.5913 acre tract, a distance of **30.67 feet**, to a calculated point in the north boundary line of a called 2.692 acre tract, recorded in Document No. 2022006446 of said Official Public Records;

THENCE N 68°19'44" E, departing the east right-of-way line of said RockRide Ln, along the north boundary line of said 2.692 acre tract, same being the south boundary line of the Remnant Portion of said 103.5913 acre tract, a distance of **762.22 feet**, to a ½" iron rod found for an angle point of said 2.692 acre tract;

THENCE N 19°09'20" W, departing the north boundary line of said 2.692 acre tract, thought the interior of the Remnant Portion of said 103.5913 acre tract, a distance of **270.64 feet**, to a calculated angle point for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, continuing through the interior of said 103.5913 acre tract, for the southerly, westerly, northerly and easterly boundary lines hereof, the following four (4) courses and distances:

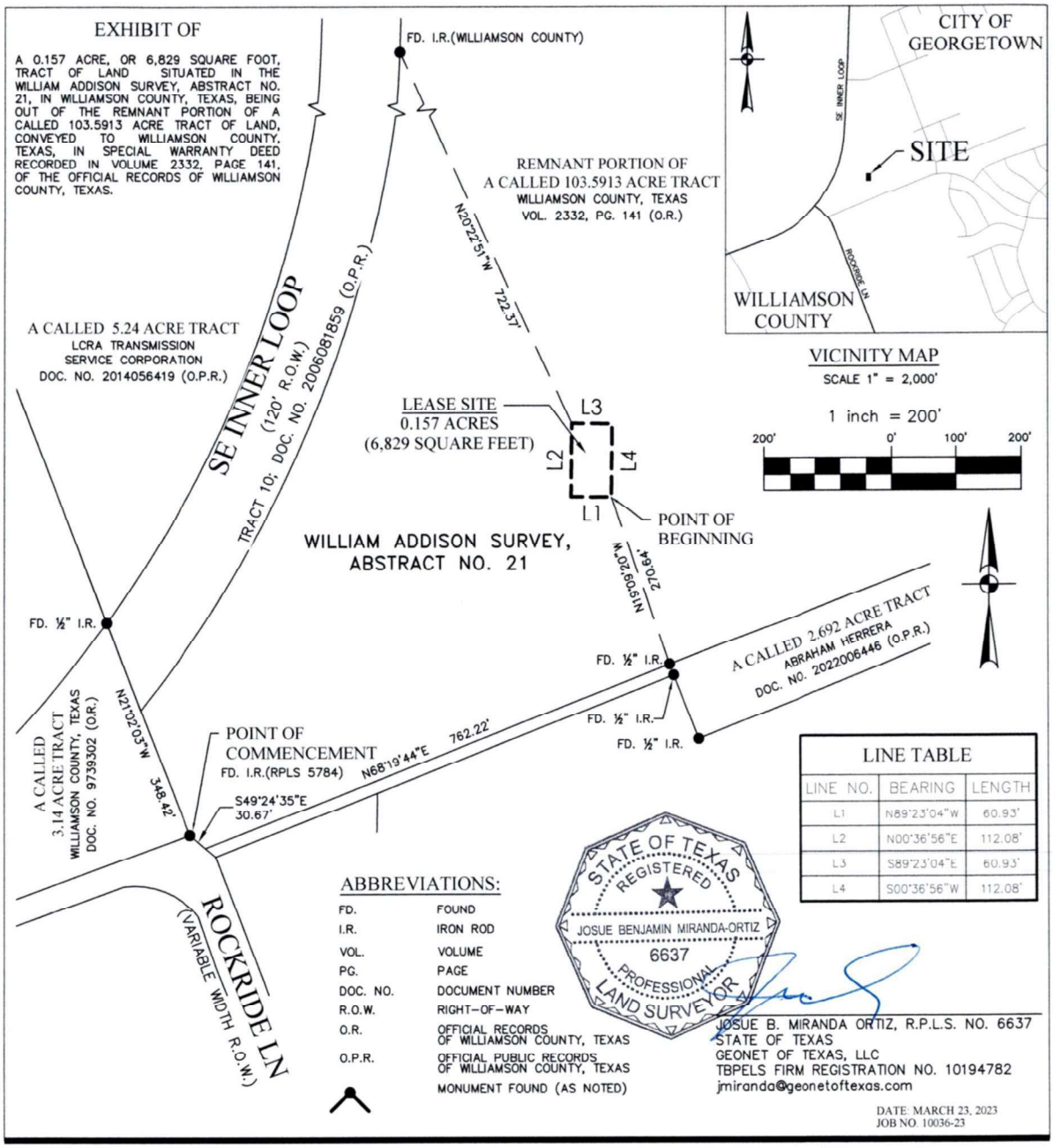
1. **N 89°23'04" W**, a distance of **60.93 feet**, to a calculated angle point, for the southwest corner hereof,

2. **N 00°36'56" E**, a distance of **112.08 feet**, to a calculated angle point, for the northwest corner hereof, from which an iron rod with aluminum cap marked "WILLIAMSON COUNTY" found on a point of curvature in the east right-of-way line of said SE Inner Loop, bears N 20°22'51" W, 722.37 feet,

3. **S 89°23'04" E**, a distance of **60.93 feet**, to a calculated angle point, for the northeast corner hereof, and

4. **S 00°36'56" W**, a distance of **112.08 feet**, to the **POINT OF BEGINNING,** and containing 0.157 acres in Williamson County, Texas, said tract being described in accordance with a survey made on the ground and a survey map prepared by Geonet of Texas, LLC, under the supervision of Josue B. Miranda Ortiz, Registered Professional Land Surveyor, License No. 6637, State of Texas, Job No. 10036-23, on March 23, 2023.

Prepared by: Geonet of Texas, LLC
Date: March 23, 2023.
Job No.: 10036-23
TBPELS Firm Registration No. 10194782



GEONET OF TEXAS, LLC
TBPELS FIRM REGISTRATION NO. 10194782
1308 NOKOTA BEND
GEORGETOWN, TX 78626

REQUESTED BY: BAEZA ENGINEERING

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES & BOUNDS DESCRIPTION. SEE ATTACHED METES & BOUNDS DESCRIPTION; MB-10036-23_0.157 AC_LEASE SITE.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATION PURPOSE ONLY.

Client
WILLIAMSON COUNTY, TEXAS
155 CARLSON CV
GEORGETOWN, TX 78626

Sheet No.
1 OF 1

Title
LEASE SITE BOUNDARY EXHIBIT

April 12, 2023

To: Purchasing Department

From: Richard Semple, Chief Information Officer

Subject: 23IFB24 Carlson Cove Tower Lease

Re: Bid Award

An Invitation for Bids was advertised in Bonfire to lease a tower site on Carlson Cove in Georgetown. In response to Solicitation #23IFB24, the Purchasing Department received one bid desiring to lease the site.

The Evaluation Committee, with Purchasing Department overview, recommends that Univision Radio Broadcasting Texas, LP. be awarded the Carlson Cove Tower Lease contract for Williamson County. - Solicitation #23IFB24.

Sincerely,

Richard Semple
Chief Information Officer
Williamson County Technology Services

512.943.1489
rsemple@wilco.org www.wilco.org
301 SE Inner Loop, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session **22.**

Meeting Date: 04/25/2023

Approval of Purchase of TAB Fusion Annual Maintenance from TAB Products Co. LLC for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of TAB Fusion annual maintenance #2023188 in the amount of $7,728.70 and exempting the purchase from the competitive bidding requirements for said service established by TLGC §262.024 Discretionary Exemptions (a)(7) [an item that can be obtained from only one source, including (D) Captive Replacement Parts or Components for Equipment].

Background

Approval of this item will support IT Department operations. The TAB Fusion Records Management System (RMS) manages the complete lifecycle of both physical and digital records and documents to help easily find, share and manage information from creation through disposition while enforcing records management governance. The software has been used since 2016. This annual maintenance covers a period of 4/1/2023-3/31/2024. IT, legal, contract audit and budget have reviewed this purchase. Funding Source is 01.0390.0390.004505 as per FY23 budget. Department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted TAB Fusion Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/19/2023 03:39 PM
County Judge Exec Asst.	Becky Pruitt	04/19/2023 03:41 PM
Form Started By: Mary Watson		Started On: 04/14/2023 09:25 AM
Final Approval Date: 04/19/2023		

605 4th St
Mayville, WI 53050
USA
Phone: (800) 873-4427
Fax: (920) 387-1898

Invoice Number: [redacted]
Invoice Date: 3/27/2023
Salesperson: Mike V
Currency: USD US Dollar

Bill To: 3356862

Tammy McCulley
WILLIAMSON CTY FACILITIE MAINT
WHSE
301 South East Inner Loop
Georgetown TX 78626

Ship To: 0

Tammy McCulley
WILLIAMSON CTY FACILITIE MAINT
WHSE
301 South East Inner Loop
Georgetown TX 78626

Contract	Customer PO	Service Type	Terms
[redacted]		MAINTENANCE SERVICES	NET 30 DAYS

Line	Item	Description			Amount
1	[redacted]	FUSION MAINTENANCE - PHYSICAL			0.00
	1 Billing Period		4/1/2023	- 3/31/2024	7,728.70

Remit To:

TAB Products Co. LLC
24923 Network Place
Chicago, IL 60673-1249

Please show invoice number on your remittance.

Call (888) 466-8228 (option 4 at prompt) or email tsd@tab.com to pay by credit card or ACH.

Contract Amount:	7,728.70
Sales Tax:	0.00
Paid:	0.00
Net Due:	7,728.70

Commissioners Court - Regular Session **23.**

Meeting Date: 04/25/2023

Approval of Purchase for Audio Video System Services from Data Projections, Inc. for the Emergency Services Operations Center via IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Proposal #2023185 between Williamson County and Data Projections, Inc. for the total of $11,000.00, pursuant to TIPS contract #210101, valid through 5/31/2026, and authorizing the execution of the Proposal.

Background

The approval of this purchase will benefit the Williamson County Emergency Services Operations Center ESOC Facility with Audio/Visual System Services, Equipment and Materials to help identify and resolve any A/V related issues.The attached Proposal details the services that will be performed, and the materials needed which will be approved by the point of contact. IT, Budget, Legal and Contract Audit have reviewed this Proposal. Funding Source is 01.0100.0503.004100 as per FY23 budget. The department point of contact is Don Heflin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Proposal from Data Projections for ESOC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/19/2023 03:44 PM
County Judge Exec Asst.	Becky Pruitt	04/19/2023 03:51 PM
Form Started By: Mary Watson		Started On: 04/17/2023 02:22 PM
Final Approval Date: 04/19/2023		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT

(Data Projections, Inc.**)**

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 the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES AND PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Data Projections, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein 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 services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached

Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

III.

Delivery of Goods: The title and risk of loss of the goods shall not pass to County until County receives and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth on the purchase order. County shall have the right to inspect the goods at delivery before accepting them.

IV.

Warranty Products: Service Provider shall not limit or exclude any implied warranties and any attempt to do so shall render this Contract voidable at the option of County. Service Provider warrants that the goods furnished will conform to the specifications, drawings and descriptions provided in Exhibit "A" and County's solicitation, if applicable. Additionally, Service Provider warrants that all goods are free from defects in material and workmanship.

V.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date set out on the signature page hereinbelow or when terminated pursuant to this Contract, whichever event occurs first.

VI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The not-to-exceed amount under this Contract is Eleven Thousand Dollard ($11,000). 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

VII.

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

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

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

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

Aggregate policy limits: $2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000

Aggregate policy limits No aggregate limit

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

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

VIII.

No Agency Relationship & Indemnification: 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 itself out as an agent or official representative of the County. 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. 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.

IX.

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.

X.

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.

XI.

Compliance With All Laws: Service Provider agrees and will comply with all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

XII.

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.

XIII.

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

XIV.

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.

XV.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this 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.

XVI.

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

XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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.

XIX.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XX.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XXI.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XXII.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXIII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIV.

Entire Contract & Incorporated Documents; Conflicting Terms: 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 into this Contract include the following:

A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXV.

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.

[SIGNATURES TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____ ____, 20____

SERVICE PROVIDER:

Data Projections, Inc.
Name of Service Provider

Megan Stasio
Authorized Signature

Megan Stasio
Printed Name

Date: April 12, 2023

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before 9/30/2023 (180 days) calendar days.

Cooperative Purchasing Contract or Agreement (if applicable): TIPS Co-Op Contract # 210101

EXHIBIT A

EXHIBIT A

DATA PROJECTIONS

WILCO - AV Diagnostics and Services - ESOC Facility - TIPS 210101

Quote Number: [redacted]
Contract Number: TIPS 210101
Date: 11/09/2022
Expiry Date: 12/09/2022

Prepared for:

Williamson County

Don Heflin
Don.Heflin@Wilco.Org

[redacted]

DATA
PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

Thank you for allowing Data Projections the opportunity to present this solution.

As a leading audiovisual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audiovisual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- The conference, board rooms, and training rooms of all shapes and sizes
- Digital signage implementations across the enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audiovisual command and control systems
- College and university classrooms, lecture halls, and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital, and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Data Projections, Inc.

DATA
PROJECTIONS

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Scope Introduction

Data Projections is providing this proposal at the request of Williamson County for Audio Visual System Services, Equipment and Materials at the ESOC Facility.

-Project Location:

Williamson County - ESOC

911 Tracy Chambers Lane

Georgetown, TX 78626

-Onsite Point of Contact:

Don Heflin

Williamson County

Phone: 512-409-6222

Don.Heflin@wilco.org

SCOPE OF WORK - WILCO - Hourly Services and Equipment/Materials Blanket Quote

Data Projections will provide AV Services onsite at ESOC to help identify and resolve any AV related issues.

DPI Labor and Materials Summary -

- DPI will report to WILCO designated onsite POC upon arrival and work with WILCO Team to resolve AV Issues. Work will be performed during normal business hours and time will be billed on hourly basis in 30-minute increments for actual time spent onsite. DPI will report to POC upon departure of ESOC daily.

- Any cables, materials, consumables, or equipment that may be needed will be reported to WILCO POC and pre-approval of these costs will be obtained prior to DPI sourcing/installing. The approved equipment Misc. materials will be invoiced at the end of the month, or when issues are deemed to be resolved.

- Wilco IT Support and/or Facilities and DPI will work together to ensure AV issues are addressed and documented for future support.

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- DPI will test any AV equipment and functionality in ESOC with WILCO POC to ensure equipment is operating as expected.

- An estimated 40 hours of AV Service Labor Hours are quoted ($150 per hour) and place holder for Materials/equipment ($5000), if needed.

- Labor and/or Materials will NOT be invoiced to WILCO unless hours were utilized and/or materials were pre-approved.

MISC. Materials-

- All Cables, Connectors and Consumables are detailed in quote and may or may not be utilized.

Special Notes:

-Williamson County will provide power for all AV equipment and will ensure DPI technicians have ample time and full access to the space for diagnostics and testing.

-Williamson County will provide IT and Facilities Support for Network, Electrical, HVAC, and/or physical limitations that may be incurred.

Scope Conclusion:

Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:

As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be

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made without the express written consent of **Williamson County** & **Data Projections.** Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

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HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
				HARDWARE SUBTOTAL:	$0.00

SERVICES

Installation Services Details	TOTAL PRICE
UNCLASSED	$6,000.00
SERVICES SUBTOTAL:	$6,000.00

MISCELLANEOUS MATERIALS

PART NUMBER	MISCELLANEOUS DETAILS	QTY	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS MATERIALS	- MISCELLANEOUS MATERIALS	1.00	$5,000.00	$5,000.00
			MISCELLANEOUS MATERIALS SUBTOTAL:	$5,000.00

SERVICE AGREEMENT & MAINTENANCE

Service Agreement Details	TOTAL PRICE
90 DAY WORKMANSHIP WARRANTY	$0.00
SERVICE AGREEMENT & MAINTENANCE SUBTOTAL:	$0.00

DATA PROJECTIONS

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WILCO - AV Diagnostics and Services - ESOC Facility - TIPS 210101

Prepared by:

Data Projections, Inc.
Branch: Austin, TX

Mark Mazac
(512) 271 6538
mmazac@dataprojections.com

Job Location:

ESOC
911 Tracy Chambers Lane
Georgetown, TX 78626
Don Heflin

Don.Heflin@Wilco.Org

Quote Information:

Quote Number: [redacted]
Date: 11/09/2022
Expiry Date: 12/09/2022
P.O. No:
Contract No: TIPS 210101

Quote Summary

DESCRIPTION	AMOUNT
HARDWARE	$0.00
INSTALLATION SERVICES	$6,000.00
MISCELLANEOUS MATERIALS	$5,000.00
Subtotal:	$11,000.00
Shipping:	$0.00
Estimated Tax:	$0.00
Total:	$11,000.00

Interested in our AVaaS offering or other service options? Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

Data Projections, Inc.

SIGNATURE: Mark D. Mazac
NAME: Mark Mazac
TITLE: Account Executive
DATE: 04/05/2023

Williamson County

SIGNATURE:
NAME:
TITLE:
DATE:

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GENERAL TERMS AND CONDITIONS

Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Firewall, ceiling, roof, and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements, and/or repairs.
- All millwork (moldings, trim, cut-outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

This Scope of Work is delivered based on the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone, and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust-free before the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by the Data Projections project manager.
- In-Room(s) where installation is to be completed is to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation timeframe may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems before occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with the completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such before acceptance of this SOW. If notification is made after initial acceptance of this SOW, the Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at the time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- Client is to provide secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple-day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling are to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any troubleshooting, repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational, and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.

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- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on touch panel layout/correspondence will be completed by the Customer within two business days

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed before Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email, or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Client walk-through and user acceptance training before project is transitioned to Service department

User Acceptance Training

This is geared specifically towards the end-user/operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas of training include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via a control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Who to contact if help is required.

Change Management Procedure

Any changes to the scope of the project that effect the contractual value of the project must be in writing signed by the Client and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment, or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. The recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for the evaluation of its contents.

Returns

The approval of product returns is at the discretion of Data Projections and the specified manufacturer and requires a return authorization number if the request is approved. Products that are defective will be repaired, replaced, or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be requested in a timely manner and must be in their original, undamaged, and untarnished condition and must include all original packaging, documentation, and accessories. Restocking fees may apply

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to the items being returned. Any custom-ordered products are not eligible to be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer's full warranty from the date of invoice. Data Projections will honor all manufacturer warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of the said system unless superseded by an extended warranty, or Data Projections service agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature, or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director, and employees (Collectively, Client) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees, and subcontractors (collectively, Data Projections) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months before the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, online job boards or postings, agencies, open houses, or job fairs.

Payment Terms

The total for this proposal/project is presented as a "not to exceed" unless Data Projections and the Client agree to add hardware, software, or functionality not specifically addressed in this Statement of Work/Executive Summary. If the project is delayed due to the client or client's facility not being ready within the agreed upon timeframes, or as a result of backorder delays outside of Data Projection's control, the Client may be requested to issue payment for the hardware as it is physically received.

The payment schedule is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled. Data Projections will assess a surcharge of 2.29% on all credit card transactions to cover our processing costs. The surcharge imposed will not be greater than the direct cost incurred from the processing of credit card payments. Data Projections does not surcharge debit card transactions.

***Due to component shortages and backorder delays, Data Projections reserves the right to progress bill for all projects impacted by delays outside of Data Projection's control. Progress billing may include hardware received and stored by Data Projections or the client, and for services rendered at the time of billing.**

Commissioners Court - Regular Session **24.**

Meeting Date: 04/25/2023

Approval of Purchase for Office Furniture from Core Office Interiors for Williamson County Sheriff's Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the quote #2023183 between Williamson County and Core Office Interiors for the amount of $16,649.17 pursuant to BuyBoard contract #667-22, and authorize the execution of the quote.

Background

The approval of this quote is for replacement office furniture for Financial Specialist & Sheriff's Administration offices in the Sheriff's Department. The attached quote has the details of the items being purchased. Legal, Budget and Contract Audit have reviewed this quote. Funding source is 01.0100.0560.003005 as per FY23 budget. The department points of contact are Mary Johnson and Pat Erickson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Core Office Interiors Redacted Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/18/2023 03:49 PM
County Judge Exec Asst.	Becky Pruitt	04/19/2023 09:30 AM
Form Started By: Mary Watson		Started On: 04/05/2023 01:20 PM
Final Approval Date: 04/19/2023		

CORE office interiors

Remit To Info:
10300 Metric Blvd STE 200
Austin, TX 78758
- **ACH R&T:** [redacted]
- **ACH Account:** [redacted]

Contact Accounts Receivable at ar@coreoi.com

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	04/20/2023
Proposal Valid Through	05/20/2023
Customer PO No	
Customer Name	Williamson County Sherrif's Office
Salesperson	Scott Slaughter
Project Number	
Terms	DUE UPON RECEIPT
Page	1 of 8

TO
Williamson County Sherrif's Office
508 S Rock Street
Georgetown, TX 78626

ATTN: Virginia Johnson
Phone: 512-943-1316
Email: SO-AP@wilco.org

SHIP TO
Williamson County Sherrif's Office
508 S Rock Street
Georgetown, TX 78626

ATTN: Mary Johnson
Phone: 512-943-1313
Email: mjohnson@wilco.org

Prepared for : Mary Johnson

BuyBoard 667-22

Group	Quantity	Description	Unit Price	Extended Amount
1.	1.0	Virginia's Office	7,732.57	7,732.57

Quantity	Description	Unit Price	Extended Amount
1.00 Each	HON INDUSTRIES HNLAB3SIL--$(P1)-.P71-.MEM 2 Stage HAT 3 Integrated Leg $(P1):P1 PAINT OPTS .P71:BLACK .MEM:MEMORY PRESET Tag: HNLAB3SIL	810.34	810.34
1.00 Each	HON INDUSTRIES HNLRC3072--.G-DL-.P-$(L2STD)-.LLA1 Tag: HNLRC3072 Virginia	290.83	290.83
1.00 Each	HON INDUSTRIES HNLRC2442--.G-DL-.P-$(L2STD)-.LLA1 42W x 24D Rectangle Worksurface .G:SMOOTH, FLAT DL:LOWELL ASH .P:BLACK $(L2STD):GRD L2 STANDARD LAMINATES .LLA1:LOWELL ASH Tag: HNLRC2442 Virginia	175.49	175.49
2.00 Each	HON INDUSTRIES HNL30SHR--.R-P-$(L2STD)-.LLA1 Shroud 30"D .R:RIGHT HAND P:BLACK $(L2STD):L2 STANDARD LAM OPTS .LLA1:LOWELL ASH Tag: HNL30SHR Virginia	560.29	1,120.58

CORE office interiors

Remit To Info:
10300 Metric Blvd STE 200
Austin, TX 78758
- **ACH R&T:** [redacted]
- **ACH Account:** [redacted]

Contact Accounts Receivable at ar@coreoi.com

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	04/20/2023
Proposal Valid Through	05/20/2023
Customer PO No	
Customer Name	Williamson County Sherrif's Office
Salesperson	Scott Slaughter
Project Number	
Terms	DUE UPON RECEIPT
Page	2 of 8

1.00 Each	HON INDUSTRIES HNL2436LD2--.G-DL-.D-$(L2STD)-.LLA1-$(L2STD)-.LLA1-$(L2STD)-.LLA1 36x24x29-1/2 Lateral File two drawer .G:SMOOTH, FLAT DL:LOWELL ASH .D:CANOPY/BLACK $(L2STD):GRD L2 STANDARD LAMINATES .LLA1:LOWELL ASH $(L2STD):GRD L2 STANDARD LAMINATES .LLA1:LOWELL ASH $(L2STD):GRD L2 STANDARD LAMINATES .LLA1:LOWELL ASH Tag: HNL2436LD2 Virginia	788.97	788.97
2.00 Each	HON INDUSTRIES HISB6--.N-.E-.U-$(2)-.SPNN-03-.CBK Ignition Sled Bse Guest Chair .N:ARMLESS .E:NYLON GLIDE .U:UPHOLSTERED $(2):II UPHOLSTERY .SPNN:SPIN SEATING 03:CAVERN .CBK:CHARBLACK Tag: HISB6 Virginia	296.80	593.60
1.00 Each	HON INDUSTRIES HSCESS24LM--$(L2STD)-.LLA1-DL-.LLA1-$(P2)-.P8X Laminate End Table Soft Square 24Wx24Lx22H $(L2STD):GRD L2 STANDARD LAMINATES .LLA1:LOWELL ASH DL:LOWELL ASH .LLA1:LOWELL ASH $(P2):P2 PAINT OPTS .P8X:SOLAR BLACK Tag: HSCESS24LM Virginia	820.80	820.80
1.00 Each	ALLSTEEL AMASD--.BLK Dynamic Dual Monitor - Standard Weight .BLK:Black Tag: AMASD Virginia	401.14	401.14
1.00 Each	HON INDUSTRIES HPWRMOD4WC--.STRM Dean clamp power-2 AC-1 Dual USB-A-Qi-6' Cord .STRM:STORM Tag: HPWRMOD4WC Virginia	480.43	480.43

CORE office interiors

Remit To Info:
10300 Metric Blvd STE 200
Austin, TX 78758
- **ACH R&T:** [redacted]
- **ACH Account:** [redacted]

Contact Accounts Receivable at ar@coreoi.com

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	04/20/2023
Proposal Valid Through	05/20/2023
Customer PO No	
Customer Name	Williamson County Sherrif's Office
Salesperson	Scott Slaughter
Project Number	
Terms	DUE UPON RECEIPT
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1.00 Each	KIMBALL INTERNATIONAL K44TMUFA3S--K44STG_FRAMECLR1-K44STG_MESHCLR1- K44STG_SEATUPHGRD1-KSTG_SEATPATCLR-K44STG_ARMTYPE2- K44STG_SYNCHROCTRL3-K56STG_BASECLR2-K56STG_CSTR2 MELORA,TASK,MESH BACK,UPHOLSTERED SEAT,FULLY ASSY,3 SHIFT K44STG_FRAMECLR1:BK K44STG_MESHCLR1:GR K44STG_SEATUPHGRD1:2 KSTG_SEATPATCLR:21217 K44STG_ARMTYPE2:XA K44STG_SYNCHROCTRL3:S4LSL K56STG_BASECLR2:462 K56STG_CSTR2:C48 Tag: K44TMUFA3S Virginia	752.99	752.99
1.00 Each	HON INDUSTRIES HNL2116MBF--.D-$(L2STD)-.LLA1-$(L2STD)-.LLA1 15-3/4x20-1/8x21-1/2 Mobile Pedestal box/file .D:CANOPY/BLACK $(L2STD):GRD L2 STANDARD LAMINATES .LLA1:LOWELL ASH $(L2STD):GRD L2 STANDARD LAMINATES .LLA1:LOWELL ASH Tag: HNL2116MBF Virginia	512.06	512.06
1.00 Each	HON INDUSTRIES HNL1530BK3--.G-DL-$(L2STD)-.LLA1-$(L2STD)-.LLA1 30x14-1/4x42 Bookcase 3-shelf .G:SMOOTH, FLAT DL:LOWELL ASH $(L2STD):GRD L2 STANDARD LAMINATES .LLA1:LOWELL ASH $(L2STD):GRD L2 STANDARD LAMINATES .LLA1:LOWELL ASH Tag: HNL1530BK3 Virginia	436.00	436.00
1.00 Each	HON INDUSTRIES HNL24SHR--.R-P-$(L2STD)-.LLA1 Shroud 24"D .R:RIGHT HAND P:BLACK $(L2STD):L2 STANDARD LAM OPTS .LLA1:LOWELL ASH Tag: HNL24SHR Virginia	549.34	549.34

CORE office interiors

Remit To Info:
10300 Metric Blvd STE 200
Austin, TX 78758
ACH R&T: [redacted]
ACH Account: [redacted]

Contact Accounts Receivable at
ar@coreoi.com

Quote

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10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	04/20/2023
Proposal Valid Through	05/20/2023
Customer PO No	
Customer Name	Williamson County Sherrif's Office
Salesperson	Scott Slaughter
Project Number	
Terms	DUE UPON RECEIPT
Page	4 of 8

Group	Quantity	Description	Unit Price	Extended Amount
2.	1.0	Tammy's Office	5,213.53	5,213.53

Quantity	Description	Unit Price	Extended Amount
1.00 Each	HON INDUSTRIES HNLAB3SIL--$(P1)-.P71-.MEM 2 Stage HAT 3 Integrated Leg $(P1):P1 PAINT OPTS .P71:BLACK .MEM:MEMORY PRESET Tag: HNLAB3SIL	810.34	810.34
1.00 Each	HON INDUSTRIES HNLRC3072--.G-N-.P-$(L1STD)-.N 72W x 30D Rectangle Worksurface .G:Smooth, Flat N:Mahogany .P:Black $(L1STD):Grd L1 Standard Laminates .N:Mahogany Tag: HNLRC3072	280.39	280.39
1.00 Each	HON INDUSTRIES HNL247221LH--.G-N-.D-.2L-P-$(L1STD)-.N-$(L1STD)-.N-$(L1STD)-.N HAT Low Credenza 72 x 24 x 21 1/2H Left Hand .G:Smooth, Flat N:Mahogany .D:Canopy/Black .2L:2 Leg P:Black $(L1STD):L1 Standard Lam Opts .N:Mahogany $(L1STD):L1 Standard Lam Opts .N:Mahogany $(L1STD):L1 Standard Lam Opts .N:Mahogany Tag: HNL247221LH	1,011.19	1,011.19
1.00 Each	HON INDUSTRIES HNLRC2442--.B-N-.P-$(L1STD)-.N 42W x 24D Rectangle Worksurface .B:BEADED EDGE N:MAHOGANY .P:BLACK $(L1STD):GRD L1 STANDARD LAMINATES .N:MAHOGANY Tag: HNLRC2442	167.54	167.54
1.00 Each	HON INDUSTRIES HNL30SHR--.R-P-$(L1STD)-.N	546.86	546.86

CORE office interiors

Remit To Info:
10300 Metric Blvd STE 200
Austin, TX 78758
- **ACH R&T:** [redacted]
- **ACH Account:** [redacted]

Contact Accounts Receivable at ar@coreoi.com

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	04/20/2023
Proposal Valid Through	05/20/2023
Customer PO No	
Customer Name	Williamson County Sherrif's Office
Salesperson	Scott Slaughter
Project Number	
Terms	DUE UPON RECEIPT
Page	5 of 8

	Shroud 30"D .R:RIGHT HAND P:BLACK $(L1STD):L1 STANDARD LAM OPTS .N:MAHOGANY Tag: HNL30SHR		
1.00 Each	HON INDUSTRIES HNL4014LM--$(L1STD)-.N Modesty Panel Half Height (For use w/ 72) $(L1STD):L1 STANDARD LAM OPTS .N:MAHOGANY Tag: HNL4014LM	182.94	182.94
1.00 Each	HON INDUSTRIES HNL242465TLL--.D-$(L1STD)-.N-$(L1STD)-.N 24x24x64-3/4 Tower ff lam drs wardrobe Lf .D:CANOPY/BLACK $(L1STD):GRD L1 STANDARD LAMINATES .N:MAHOGANY $(L1STD):GRD L1 STANDARD LAMINATES .N:MAHOGANY Tag: HNL242465TLL	1,454.14	1,454.14
1.00 Each	HON INDUSTRIES HNL2436LD2--.G-N-.D-$(L1STD)-.N-$(L1STD)-.N-$(L1STD)-.N 36x24x29-1/2 Lateral File two drawer .G:Smooth, Flat N:Mahogany .D:Canopy/Black $(L1STD):Grd L1 Standard Laminates .N:Mahogany $(L1STD):Grd L1 Standard Laminates .N:Mahogany $(L1STD):Grd L1 Standard Laminates .N:Mahogany Tag: HNL2436LD2	760.13	760.13

Group	Quantity	Description	Unit Price	Extended Amount
3.	2.0	Commander Foster	510.57	1,021.14

Quantity	Description	Unit Price	Extended Amount
2.00 Each	HON INDUSTRIES HNL291628PBBF--.D-.P-$(L1STD)-.N-$(L1STD)-.N 15-3/4Wx29-1/8Dx28-1/2H Box/Box/File Pedestal .D:Canopy/Black .P:Black $(L1STD):Grd L1 Standard Laminates .N:Mahogany $(L1STD):Grd L1 Standard Laminates	510.57	1,021.14

CORE office interiors

Remit To Info:
10300 Metric Blvd STE 200
Austin, TX 78758
- **ACH R&T:** [redacted]
- **ACH Account:** [redacted]

Contact Accounts Receivable at ar@coreoi.com

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	04/20/2023
Proposal Valid Through	05/20/2023
Customer PO No	
Customer Name	Williamson County Sherrif's Office
Salesperson	Scott Slaughter
Project Number	
Terms	DUE UPON RECEIPT
Page	6 of 8

	.N:Mahogany		
Individual Items			2,681.93

Quantity	Description	Unit Price	Extended Amount
1.00 Each	CORE Office Interiors - SERVICES Installation Labor Request Our standard* installation includes the receiving, inspection, delivery and proper installation of product provided by CORE Office Interiors. This process is supervised by an on-site COREoi lead employee and includes direct support from COREoi and its partners. The following services are included as part of your furniture order: Scope: Install 2 offices Office 1 - HAT 30X72 - 3 SHELF BOOKCASE - SHROUD 30" D - 2 DRAWER LATERAL 2 - IGNITION SLED CHAIR - END TABLE 24 X 24 - DUAL MONITOR - POWER CLAMP - Task Chair - Mobile Ped Office 2 - HAT 30X72 - HAT LOW CREDENZA 72 X 24 X 21 - 24X42 WORKSURFACE - SHROUD 30" D - MODESTY PANEL HALF HEIGHT - TOWER 24 X 24 X 64 - 2 DRAWER LATERAL location: Sheriffs office on Rock st. The COREoi labor is based on the following: Work to be completed during Normal Business Hours Site is free and clear for install to take place Single Install Phase First floor delivery or Elevator Access	1,983.57	1,983.57
1.00 Each	CORE Office Interiors CONTINGENCY FEE Contingency fee	698.36	698.36

CORE office interiors

Remit To Info:
10300 Metric Blvd STE 200
Austin, TX 78758
- **ACH R&T:** [redacted]
- **ACH Account:** [redacted]

Contact Accounts Receivable at ar@coreoi.com

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	04/20/2023
Proposal Valid Through	05/20/2023
Customer PO No	
Customer Name	Williamson County Sherrif's Office
Salesperson	Scott Slaughter
Project Number	
Terms	DUE UPON RECEIPT
Page	7 of 8

Order Sub-Total :	$16,649.17
TOTAL ORDER :	**$16,649.17**

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

CORE office interiors

Remit To Info:
10300 Metric Blvd STE 200
Austin, TX 78758
- **ACH R&T:** [redacted]
- **ACH Account:** [redacted]

Contact Accounts Receivable at ar@coreoi.com

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	04/20/2023
Proposal Valid Through	05/20/2023
Customer PO No	
Customer Name	Williamson County Sherrif's Office
Salesperson	Scott Slaughter
Project Number	
Terms	DUE UPON RECEIPT
Page	8 of 8

CORE Office Interiors Terms & Conditions

We have provided you with this quote based on our knowledge of your current requirements and project goals. Taxes, shipping, handling, and other fees may apply. We reserve the right to cancel quotes arising from pricing or other errors.

1. It is understood that this is a custom-built furniture order. For this reason, upon order placement and acceptance by the relevant manufacturer, COREoi cannot cancel orders following order placement. We will do our best to honor a request in change, cancellation, or return. The customer remains liable for all changes outlined in this proposal unless approved and in writing. The customer may incur restocking, cancellation and/or change order changes.
2. Warranty: Your complete satisfaction and future business is our goal. We take pride in the quality of the products we represent. All applicable manufacturer warranties will be available upon request.
3. Shipment/Freight: We will not be liable for any delay or damages claimed to result from shipping or freight carrier. If the buyer requests to change or postpone delivery beyond the shipping date when we are ready to make delivery, we may store or transfer the goods to our warehouse and/or third-party warehouse at the customer's expense. Upon notification to the buyer of transfer to storage, the goods shall be deemed delivered to the customer for all intents and purposes, including invoicing and payment.
4. Unless expressly noted in this proposal, COREoi will provide all installation and delivery services during normal working hours, 8am to 5pm, Monday through Friday. If services are requested other than normal business hours, additional charges may be assessed. COREoi will issue a Change Order for work that falls outside the reasonably agreed-upon scope of this quote, and your approval/signature will be required to initiate the additional work.
5. Special Pay Terms - Progress Billing/Pay Applications: Progress Billing will be agreed upon between customer and COREoi. The customer PO/Project Contract will contain these details and COREoi will invoice according to the agreement. All invoices are due according to the payment terms listed on the invoice.
6. A 1.5% per month interest charge will be added to unpaid accounts beyond the invoice due date. Delinquent customers will be liable for reasonable collection costs, including attorney fees. COREoi reserves the right to lean the property if invoices are not paid.
7. Contingency Fee: A small percentage of the total sell price line item, added for use in the event of unexpected circumstances that could lead to an increase in cost. COREoi adds this line to all quotes for acceptance of risk, unexpected manufacturer price increases, change in original scope, or if unforeseen additional product needs to be added to order. Customers may also allocate this fee to a reserve for subsequent use and distribution if unexpected events occur. The contingency fee can only be allocated/used on the respective quote.
8. All CORE Office Interiors quotes expire 30 days after submission. After 30 days, COREoi will need to check for updated pricing to account for supplier and vendor price adjustments.

Signature: _____

Name: _____

Title: _____

Date: _____

Commissioners Court - Regular Session **25.**

Meeting Date: 04/25/2023

Approval of Blanket Purchase Order for Cell Phone Service from Verizon Wireless for Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a blanket purchase order for cell phone service with Verizon Wireless in the amount of $56,088.00 pursuant to DIR contract #DIR-TSO-4336.

Background

Approval of this blanket purchase order will provide cell phone service at the Williamson County Sheriff's Office. The amount is for two hundred twenty-eight (228) existing cell phones at a rate of $41.00 per month for six (6) months, April through September 2023. IT and Budget have reviewed this purchase. Funding source is 01.0100.0560.004209 as per FY23 budget. Department contact is Rebecca Rodriguez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/18/2023 04:20 PM
County Judge Exec Asst.	Becky Pruitt	04/19/2023 09:40 AM
Form Started By: Mary Watson		Started On: 04/10/2023 01:25 PM
Final Approval Date: 04/19/2023		

Commissioners Court - Regular Session **26.**

Meeting Date: 04/25/2023

Sheriff's Office Admin Renovations (4509) – G2 Change Order #3

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a report from G2 Construction Services, Inc., Change Order No. 3 for the Williamson County Sheriff's Office Administration Renovations in the amount of $2,641.50. There will be no additional days toward substantial completion. Funding Source is 01.0100.1008.004509.

Background

This change order is for unexpected costs arising from newly located room. Department point of contact is Thomas Crockett, Facilities Project Manager. On March 22, 2022, the Williamson County Commissioners Court approved Williamson County Architect, Trenton Jacobs, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project will be 01.0100.1008.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

G2 CO3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/19/2023 10:03 AM
County Judge Exec Asst.	Becky Pruitt	04/19/2023 03:15 PM
Form Started By: Wendy Danzo		Started On: 04/19/2023 09:41 AM
Final Approval Date: 04/19/2023		

G2 CSi
General Contractor

AWARDED VENDOR

---- Change Order Proposal 3----

TIPS 211001

4/4/2023

TEL: (512)688-5725 Fax: (512)688-5724

Submitted to Tommy Crockett (Project Manager)
Company: Williamson County
Phone:713-943-1636
Job Title: Williamson County Sheriff's Office Administration Renovations
Job Locations: 306 W 4th Street Georgetown, TX 78626

Description/Breakdown is as follows:

1. Cost from JJCS for changes as per specifications and directions: $ 1,500.00.
2. Cost from Meredith Electric as per specifications and directions: $ 775.00.
3. Subtotal: 2,275.00
4. G2 CSi OH&P: $ 227.50
5. TIPS & Bond Fees: $139.00
6. **Total CO 2: $ 2,641.50**

Bid is to include all material and labor necessary to complete the scope as per these details, which was discussed with Williamson County.

We propose hereby to furnish material and labor necessary to complete this change order in accordance with the above specifications, for the sum of **2,641.50 Two thousand six hundred forty-one dollars and 50/100*****

*** TIPS, and Bonding is included in the total.**

Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. All work is to be completed in a workmanlike manner according to standard practices.

Shane Gibson: _____

3303 Shell Road, Suite 3 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.

J&J CONSTRUCTION SPECIALISTS

EXTRA WORK ORDER

2212 Quicksilver Blvd
Austin, TX 78744
512-299-6639

Date: March 20, 2023

Order #: 8

For: SHANE/SHERIFFS OFFICE RENOVATION

G2 Construction Services INC
3303 Shell Rd. Suite 3
Georgetown, Texas 78628

Prepared by: Servando Jaimes

Description	AMOUNT
3/17/23 - In Sheriff's Records room # s1026 we had to make 3 walls level 5 to re-texture wall and repaint 3 wall to match the 1 wall.	$ 1,500.00
Had to cover doors,floors,windows,ceilings with plastic for over spray then clean	
TOTAL	$ 1,500.00

If you have any questions concerning this change order, please email us at **servando@jjconstructionspecialists.com.**

THANK YOU FOR YOUR BUSINESS!

COUNTY:
Williamson County, Texas

By: _____
Signature

Trenton H. Jacobs
Printed Name

County Architect
Title

Date Signed: 4/6/23

Meredith Contracting And Electrical
Services
1224 FM 970
Florence, TX 76527

Estimate

Date	Estimate #
4/4/2023	Sheriff

Name / Address
G2 CSI Shane Gibson 3303 Shell Rd. Suite 4 Georgetown, TX 78628

Project

Description	Qty	Rate	Total
Change order #2 Add one quad receptacles Hook up cubicle to existing receptacle by removing and hard wire Electrical & Lighting. Total labor and material		775.00	775.00
		Total	$775.00

Commissioners Court - Regular Session **27.**

Meeting Date: 04/25/2023

Approval of Services Agreement for Flexible Pavement Structure Repair by Lone Star Paving for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service contract #2023160 for flexible pavement structure repair on Hodde Lane by Lone Star Paving, 11675 Jollyville Rd, Suite 150, Austin, TX 78759, in the amount of $44,505.00 and authorizing the execution of this agreement.

Background

Road and Bridge submitted requisition #131331 for repair of six hundred forty-five square yards (645 sq.yd.) of Item 351 flexible pavement structure repair (8”) which shall consist of 6” type B 64-22 hot-mix asphalt (HMA) and 2” type D PG64-22 for Hodde Lane. The attached quote includes the repair of the flexible pavement structure , traffic control, and all milling and paving operations. Three quotes were obtained by various vendors and Lone Star Paving was the lowest proposal received. Funding Source is 01.0200.0210.003599. The department point of contact is Matt Williamson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/19/2023 04:18 PM
County Judge Exec Asst.	Becky Pruitt	04/20/2023 08:43 AM
Form Started By: Stephanie Robles		Started On: 04/17/2023 04:59 PM
Final Approval Date: 04/20/2023		

WILLIAMSON COUNTY
SERVICES CONTRACT
(Asphalt Inc. d/b/a Lone Star Paving)

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 guasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Asphalt Inc., LLC d/b/a Lone Star Paving** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain 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 services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A",** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date set out on the signature page hereinbelow or when terminated pursuant to this Contract, whichever event

occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider for the services shall be capped and paid in the amount set out in **Exhibit "A"** upon final completion of the services as determined by County. 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 I of the County's fiscal year in which the payment becomes due. The said rate in effect on September l shall be equal to the sum of one percent (l %); 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)*	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

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

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

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

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

V.

No Agency Relationship & Indemnification: 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 itself out as an agent or official representative of the County. 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. 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.

VI.

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 TI-AN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR AIUSING 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 THJS 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 INDEMNJFTED HEREUNDER.

VII.

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.

VIII.

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. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

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.

X.

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.

XI.

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.

XII.

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.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pelf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: 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 into this Contract include the following:

A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signatme page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

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:

_____
Authorized Signature

_____
Printed Name

Date: _____, 20__

SERVICE PROVIDER:

Asphalt Inc., LLC d/b/a Lone Star Paving
Name of Service Provider

Au, I .\df'

Allen Krug
Pri:itedName

Date: U-f/J1 , 20Z3

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before **September 30, 2023**.

Cooperative Purchasing Contract or Agreement (if applicable): N/A

Exhibit "A"
Quote/Proposal

LONE STAR PAVING

11675 JOLLYVILLE RD, SUITE 150
AUSTIN, TX 78759

Phone#
(512)-428-5778

PROPOSAL

Date	Estimate No.
2/23/2023	[redacted]

Project

Wlllamson County-Hodde Ln

CHANGE ORDER

PRICING VALID FOR CONSTRUCTION THROUGH 09/3012022 (IF CONSTRUCTION EXTENDS PAST 09/30/2022, ADDITIONAL COSTS WILL BE ADDED TO UNIT PRICES)

ADDITIONAL TIME NEEDED -

Item No.	Description	Qty	U/M	UNIT PRICE	Total
					$0.00
351	FLEXIBLE PAVEMENT STRUCTURE REPAIR{8")	645.00	SY	$69.00	$44,505.00
					$0.00
					$0.00
					$0.00
	Price Is for Hodde Ln from Will/amson/Trao/s County line to Rowe Ln				
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					Total
					$44,505.00

Estimator

Commissioners Court - Regular Session **28.**

Meeting Date: 04/25/2023

K Friese + Assoc 21RFSQ14 Sm Drainage and Roadways

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on March 31, 2025 under Williamson County Contract for Engineering Services between K Friese + Associates and Williamson County dated May 31, 2022 for On Call Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

K Friese + Assoc 21RFSQ14 Sm Drainage and Roadways

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/12/2023 01:39 PM
County Judge Exec Asst.	Becky Pruitt	04/12/2023 03:28 PM
Infrastructure Department (Originator)	Vicky Edwards	04/18/2023 01:28 PM
Form Started By: Vicky Edwards		Started On: 04/12/2023 12:51 PM
Final Approval Date: 04/18/2023		

WORK AUTHORIZATION NO. 1

PROJECT: On Call Small Drainage and Small Roadway Projects

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **K Friese + Associates** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$50,000.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 31, 2025**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED _____.

ENGINEER:	COUNTY:
K Friese + Associates	Williamson County, Texas
By: _____ Signature	By: _____ Signature
KAREN FRIESE Printed Name	Bill Gravell, Jr. Printed Name
President Title	County Judge Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Engineer to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Engineer

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the design, plat review, repair, maintenance and replacement of drainage and roadway facilities maintained by or planned to be constructed within Williamson County. Locations are unknown and may be anywhere within Williamson County.

Attachment C - Work Schedule

K Friese + Associates will provide a work schedule for the assigned tasks

Attachment D - Fee Schedule

K Friese & Associates, Inc.

Principal/Senior Technical Advisor	$350.00 per hour
Senior Project Manager	$290.00 per hour
Quality Manager	$290.00 per hour
Senior Engineer	$230.00 per hour
Project Engineer	$195.00 per hour
Design Engineer	$160.00 per hour
Engineer-In-Training	$140.00 per hour
Senior CAD Operator	$155.00 per hour
CADD Operator	$120.00 per hour
Senior Engineer Tech	$160.00 per hour
Engineer Tech	$135.00 per hour
Admin/Clerical	$105.00 per hour
Senior GIS Operator	$135.00 per hour
GIS Operator	$125.00 per hour
GIS Technician	$110.00 per hour

Direct Expenses

In-house Photocopies B/W (8 1/2" X 11")	$0.16/page
In-house Photocopies Color (8 1/2" X 11")	$0.75/page
In-house Photocopies B/W (11" X 17")	$0.32/page
In-house Photocopies Color (11" X 17")	$1.50/page
In-house Plots (B/W on Bond)	$0.75/sf
In-house Plots (Color on Bond)	$1.75/sf
In-house Large Format Plotting	$2.50/sf
In-house Mounting of Large Exhibits	$10.00/sf

Commissioners Court - Regular Session **29.**

Meeting Date: 04/25/2023

Seiler Lankes 22RFSQ128 WA2 CR 255 & CR 289

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $598,719.00 to expire on October 31, 2023 under Williamson County Contract for Engineering Services between Seiler Lankes Group, LLC and Williamson County dated October 11, 2022 for CR 255 and CR 289 Plans, Specifications and Estimates (PS&E). Funding source: P546

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Seiler Lankes 22RFSQ128 WA2 CR 255 & CR 289

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/20/2023 10:05 AM
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:47 AM
Form Started By: Vicky Edwards		Started On: 04/19/2023 12:11 PM
Final Approval Date: 04/20/2023		

WORK AUTHORIZATION NO. _2_

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
CR 255 and CR 289 PS&E

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 11, 2022 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $598,719.00.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on October 31, 2023. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

ENGINEER:	COUNTY:
Seiler Lankes Group, LLC	Williamson County, Texas
By:_____	By:_____
Signature	Signature
Gerald Lankes	_____
Printed Name	Printed Name
CEO	_____
Title	Title

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR CR 255

PROJECT DESCRIPTION

Project Limits
The project limits are from approximately CR 254 to Ronald Reagan Blvd for approximately 2.9 miles.

Existing Facility
Existing 2-lane roadway with asphalt pavement. The existing right of way width typical is 50 ft.

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

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

1. PROJECT MANAGEMENT

   a. Communication:

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

   b. Monthly Progress Report, Invoices, and Billings (**6** months assumed):

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

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

      - Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.
      - For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
      - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. Project Coordination & Administration:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. Progress/Coordination Meetings (**6** external meetings assumed):

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

f. Project Schedule:

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

g. **Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. PLAN PREPARATION (PS&E) SERVICES

Prepare plans per the current Williamson County Design Criteria Manual including applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination. The engineer will develop and submit these Plans, Specifications & Estimates (PS&E) at 60%, 90%, & Final submittals.

a. Roadway/General:

- Title Sheet

- Prepare a project title sheet as required for the construction plans, utilizing the template provided by the County.

- Index of Sheets
  - Prepare an index sheet(s) that shows each sheet's location in the plan set.
- Project Layout
  - Prepare a project layout sheet(s) that clearly indicates the limits of the entire project.
- Typical Sections
  - Prepare typical section(s) for all proposed and existing roadways and cross streets.
- General Notes
  - Prepare general notes for applicable project-specific items, utilizing the master general notes provided by the County.
- Survey data
  - Prepare benchmark layout sheet(s) that clearly indicate the benchmark locations and associated control information.
- Horizontal Alignment Data
  - Prepare horizontal alignment data sheet(s) that depict the horizontal geometric information for the roadways to be included in the construction plan set.
- Summary Sheets
  - Prepare summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.
- Removal Plans
  - Prepare removal sheet(s) that clearly identify any items to be removed.
- Roadway Plan & Profiles
  - Prepare roadway plan and profile sheets that depict the proposed construction.
- Side Street/Intersection Plans
  - Side Street/Intersections layouts sheets will be prepared for up to **six** (**6**) locations:
    - CR 254
    - Umbrella Sky
    - Phillip Lane
    - Pruddy Oaks Drive
    - Quarry Bluff Cove
    - Ronald Reagan Blvd
  - Provide contours or details of drainage patterns for street intersections including slope or elevations along gutter to avoid ponding at intersections. Where applicable, provide details of volume of flow and velocity through intersections.
- Driveways

- Prepare driveway profiles/culverts for each driveway along the project corridor. When possible, these driveways will be defined in a tabular format. Non-typical driveways may require special details.
- Where applicable, provide details of volume of flow and velocity across driveway intersections.

- Miscellaneous
  - Develop miscellaneous roadway detail sheets for the project that depict details required, which are not defined in standard detail sheets.
- Cross Sections
  - Develop cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry.

b. Traffic Control:

- Traffic Control Plans (TCP)
  - Prepare traffic control typical section(s) for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction.
  - Incorporate temporary drainage plans into the TCP. Prepare culvert phasing and shoring details as needed.
  - Prepare a detailed narrative for the sequence of construction and traffic control general notes utilizing the sequence approved during the schematic phase. Any changes to the sequence of construction will be approved by the County prior to developing detailed TCP layouts.
  - Prepare detailed TCP layouts for each phase.
  - Develop traffic control detail(s) for items not covered by County or TxDOT standard details.
  - Compute an Engineer's opinion of construction schedule in order to determine an approximate duration for each of the phases of construction.
  - Consider the construction sequence and plan for temporary functioning of drainage systems.

c. Drainage:

- Data Collection
  - Conduct field inspections to observe current conditions and the outfall channels, the cross-drainage structures, drainage easements, the tributary channel, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.
  - Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for

the area. Particular sources of data collected must include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA)

- Review survey data and coordinate any additional surveying needs with the County.

- Hydrologic Studies

  The Engineer shall provide the following services:

  - Incorporate in the hydrologic study a thorough evaluation of the methodology available, comparison of the results of two or more methods, and calibration of results against measured data, if available
  - Calculate discharges using appropriate hydrologic methods and as approved by the County.
  - Consider the pre-construction and post-construction conditions in the hydrologic study, as required in the individual work authorization.
  - Obtain the drainage area boundaries and hydrologic parameters such as impervious covered areas, and overland flow paths and slopes from appropriate sources including, but not limited to, topographic maps, GIS modeling, construction plans, and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing their validity. If necessary, obtain additional information such as local rain Include, at a minimum, the "design" frequency specified in the work authorization and the 1% Annual Exceedance Probability (AEP) storm frequency. The report must include the full range of frequencies (50%, 20% 10%, 4%, 2%, 1%, and 0.2% AEP). fall from official sites such as airports.

- Complex Hydraulic Design and Documentation

The Engineer shall provide the following services:

- Gather information regarding existing drainage facilities and features from existing plans and other available studies or sources.
- Perform hydraulic design and analysis using appropriate hydraulic methods, which may include computer models such as HEC-RAS, unsteady HEC-RAS, or 2D models such as SWMM. The Engineer shall not develop 2D models without the express permission of the County. Data entry for appropriate hydraulic computer programs must consist of a combination of both on-the-ground survey and other appropriate sources including, but not limited to topographic maps, GIS modeling, construction plans, and existing hydrologic studies.
- Consider pre-construction, present, and post-construction conditions, as well as future widening, as required in the work authorization.
- Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events. Impacts will be determined both upstream and downstream of the bridge crossings.
- Use hydrograph calculations and peak flows to determine the storage required.
- Design mitigation alternatives for up to 11 outfall sites utilizing new detention ponds or storage within the roadside ditches.

- Storm Drains/Ditch Systems

  The Engineer shall provide the following services:

  - Design and analyze storm drains using Bentley's Geopak Drainage software.
  - Size inlets, laterals, trunk line, ditches, and outfall for the Interim Condition only. Develop designs that minimize the interference with the passage of traffic or incur damage to the highway and local property in accordance with the Design Criteria.
  - Determine hydraulic grade line starting at the outfall channel for each storm drain or ditch design. Use the design water surface elevation of the outfall as the starting basis (tailwater) for the design of the proposed storm sewer or ditch system.
  - Head losses shall be computed using Bentley's Geopak Drainage software.
  - Identify areas requiring trench protection, excavation, shoring, and de-watering.

- Cross Drainage Structures
  - Bridge-class cross drainage structures shall be designed using HEC-RAS. Minor cross culverts shall be designed using HY-8.

- Scour Analysis

  The Engineer shall provide the following services:

  - Perform a scour analysis for each proposed bridge structure.
  - Prepare each scour analysis using a State-approved methodology listed in the work authorization. The Engineer shall select the methodology based on the site conditions such as the presence of cohesive or cohesionless soil, rock or depth of rock, proposed foundation type, and existing site performance. The Engineer shall follow the methodology outlined in the TxDOT Geotechnical Manual.
  - Provide the County with the potential scour depths, envelope, and any recommended countermeasures including bridge design modifications and revetment.

- Drainage Report
  - The Engineer shall develop a drainage report and submit the draft drainage report to the County for review. The drainage report must include applicable hydrologic and hydraulic models such as HY-8, Geopak Drainage, HEC-RAS, HEC-HMS, XP-SWMM, and other applicable modeling tools. This modeling must evaluate existing versus proposed conditions. The drainage report must also include, but is not limited to, the following: drainage area maps, drainage outfall descriptions, tailwater selection and descriptions, storm water detention facilities, recommendations for mitigation of impacts, scour analysis, and pump station analysis and design including structural, mechanical, and electrical design.
  - The Engineer shall address the County's review comments on the draft drainage report and update the drainage report accordingly. The Engineer shall submit a final drainage report that is signed and sealed by a Professional Engineer to the County.

- PS&E for Hydraulics

The Engineer shall provide the following services:

- Prepare the PS&E package in accordance with the applicable requirements of the County's specifications, standards, and manuals, including the Williamson County Design Criteria Manual and the TxDOT PS&E Preparation Manual. Document criteria, input and computations used to calculate run-off and hydraulics for each inlet & gutter, pipe, culvert, ditch, pond or point of interest in accordance with Williamson County Design Criteria Manual. Include the following sheets and documents, as appropriate:
    - Drainage Summary Sheets
    - Offsite Drainage Area Maps
    - Internal Drainage Area Maps
        i. Prepare interior drainage area maps that depict drainage area boundaries and flow direction arrows for roadside ditch, culverts and storm drain inlets in accordance with Williamson County Design Criteria Manual.
        ii. Each area will be identified and cross-referenced to the computation sheets.
    - Hydrologic Data Sheets
    - Hydraulic Data Sheets
        i. Develop a hydraulic data sheet including hydraulic cross sections and hydraulic calculations at **three** (3) HEC-RAS culvert and bridge locations in accordance with Williamson County Design Criteria Manual. New HEC-RAS models will be prepared, or the Schematic HEC-RAS models will be used and verified against the best available information. Any existing models will be updated to the latest version of HEC-RAS.
        ii. Develop HY8 output sheets for minor culverts.
        iii. Develop Geopak Drainage computation sheets for ditches, driveway culverts and side street culverts.
    - Culvert Layouts (For Bridge-Class Structures Only)
        i. Develop culvert layout sheets including plan, profile, riprap or grading details at all the bridge-class crossing locations and major roadside channels, up to **three** (3) locations:
            1. **Culvert 1 Station 44+85**
            2. **Culvert 2 Station 86+10**
            3. **Culvert 5 Station 118+50**
    - Culvert Cross Sections and Detail Sheets
        i. Develop culvert profile sheets for all minor cross culverts (non-bridge class), up to **five** (5) locations:
            1. **Culvert 3 Station 92+50**
            2. **Culvert 4 Station 105+70**

3. **Culvert 6 Station 143+65 (2 culverts)**
4. **Culvert 7 Station 151+00**
5. **Culvert 8 Station 157+50**

- Channel Layouts
  i. Prepare layout sheets for major roadside channels located from Station 73+00 to 83+00.
- Drainage/Ditch Plan and Profile Sheets (For the Interim Condition Only)
- Detention Pond Layouts for up to 11 pond sites (For the Interim Condition Only)
- Detention Pond Details
- Drainage Standards and Miscellaneous Details
  i. Select culvert standards based on headwall configuration and fill conditions. Develop details as needed for non-standard headwalls, special shoring, special grading at upstream and downstream transitions, structural excavation, backfill, permanent erosion control, bank stabilization and energy dissipation. Drainage Computation Sheets

d. Signing and Pavement Markings Layouts:

- Prepare signing and pavement marking layouts.
- Prepare pavement marking details for non-standard conditions.
- Prepare detail sheets for small signs for non-standard signs.

e. Stormwater Pollution Prevention Plan (SW3P):

- Develop SW3P narrative in conformance with the TCP to minimize potential impacts to receiving waterways.
- Prepare Temporary Erosion & Sediment Control Layouts.

f. Water Quality:

- Develop a Draft and Final Contributing Zone Plan (CZP), since this project is within the Edwards Aquifer Contributing Zone. Once the CZP is approved by the County, submit documentation to Texas Commission on Environmental Quality (TCEQ).
- Prepare water quality, temporary and permanent, Best Management Practices (BMPs) to comply with TCEQ regulations.
- Prepare and submit Agent Authorization form with Draft CZP.
- Pay Application Fee(s). After the initial TCEQ Review Fee is paid, any County-driven design-related changes that require additional TCEQ review fees including extension requests, exception requests or new CZP reviews shall be paid directly by the County.

- County-driven design changes that require extension requests, modifications to the original CZP application or re-submittal of a new application shall be considered supplemental services.

g. **Deliverables:**

60%, 90%, & Final PS&E Submittals including applicable Williamson County Submittal Checklists.

- Project Construction Manual
- Draft & Final CZP
- Drainage Report & Models

3. BIDDING PHASE SERVICES

a. Bidding Phase Services:

- Prepare all applicable construction documents for bidding. Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda up to three (3) during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder via a letter.

b. Deliverables:

- Letter of Recommendation for Award, with Bid Tabulation.

4. DELIVERABLES:

c. Documents:

- All contract documents, including a pdf copy of each deliverable, native electronic files, models and calculations will be uploaded to the County's project management database at each milestone and at the completion of the project. One hard copy of each deliverable will be provided unless additional copies are required per the submittal checklist.

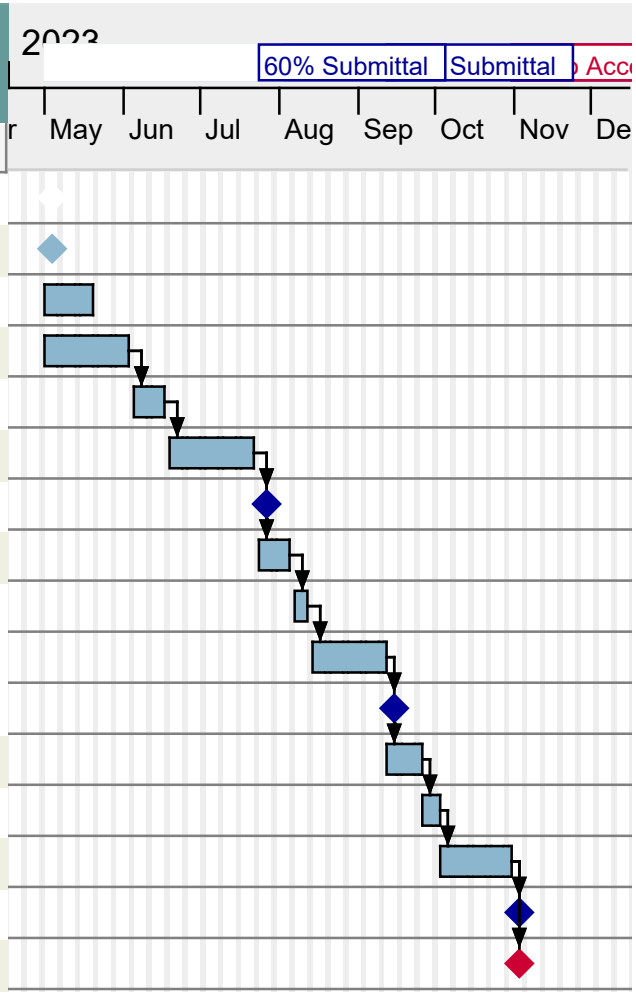
5. EXCLUSIONS:

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

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

Gantt Chart

Name	Begin date	End date	Duration
Notice To Proceed	5/1/23	5/1/23	0
Survey (Received by Others)	5/1/23	5/1/23	0
Data Collection	5/1/23	5/19/23	15
30% Level Geometric Schematic	5/1/23	6/2/23	25
30% Review	6/5/23	6/16/23	10
60% Design	6/19/23	7/21/23	25
60% Submittal	7/24/23	7/24/23	0
60% Review	7/24/23	8/4/23	10
Review and Comment Resolution	8/7/23	8/11/23	5
90% Design	8/14/23	9/11/23	21
90% Submittal	9/12/23	9/12/23	0
90% Review	9/12/23	9/25/23	10
Review and Comment Resolution	9/26/23	10/2/23	5
100% Design	10/3/23	10/30/23	20
100% Ready for Letting	10/31/23	10/31/23	0
Wilco Acceptance Ready to Let	10/31/23	10/31/23	0



PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC

CR 255 & CR 289	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$275.00	$220.00	$200.00	$155.00	$135.00	$150.00	$130.00	$88.00		
Social, Economic and Environmental Studies and Public Involvement											
EPIC Sheets		1	0	2	2					5	$985.00
Environmental Study Review										0	$0.00
Subtotal - Labor	**0**	**1**	**0**	**2**	**2**	**0**	**0**	**0**	**0**	**5**	**$985.00**
PROJECT MANAGEMENT AND ADMINISTRATION											
1. Prepare monthly progress reports (6 Months)		3							6	9	$1,353.00
2. Develop and maintain a work schedule		2		12	4					18	$3,570.00
3. Meet on scheduled basis with the County to disucss project status		6		6						12	$2,850.00
4. Prepare and distribute and file both written and electronic correspondence										0	$0.00
5. Prepare and distribute project meeting minutes		6		6						12	$2,850.00
7. Prepare Invoices		3							6	9	$1,353.00
8. Review Meetings (60%, 90% and 100%)		3	3	3	3					12	$2,550.00
10. Monthly Design Team Meetings (6 Mo.)		6	6	6	6					24	$5,100.00
11. Review Sub-consultant invoices		2							6	8	$1,078.00
12. Sub-consultant Coordination		6	6	6	6					24	$5,100.00
13. Perform QA/QC Review of Submittals (60%, 90%, 100%)		6	12	12	12					42	$8,550.00
14. Project Closeout				10						10	$2,000.00
15. Document phone calls and conference calls		6		6						12	$2,850.00
Subtotal - Labor	**0**	**49**	**27**	**67**	**31**	**0**	**0**	**0**	**18**	**192**	**$39,204.00**
PLAN PREPARATION (PS&E) SERVICES											
Roadway Design Controls											
1. Title Sheet	1			2	6	8				16	$2,410.00
2. Index Sheet	1				10	9				19	$2,765.00
3. Project Layout (1"=200') (Stacked)	4	1	3	12	16	16		32		80	$12,135.00
4. Horizontal Alignment Data	2	1		10		8				19	$3,355.00
Typical Sections											
1. Existing Typical Sections	1			4	12					16	$2,660.00
2. Proposed Typical Sections	1			4	18					22	$3,590.00
Cut and Fill Quantities											
1. Earthwork Summary					10					10	$1,550.00
Plan Preparation											
1. Roadway Plan and Profile Sheets (1"100')(CR 255/CR 289)	14	4	25	25	80	80	40			254	$40,800.00
1a. Roadway Plan and Profile Sheets (1"100')(Ronald Raegan, CR 254, Umbrella Sky, Phillip Lane, Pruddy Oaks Drive, Quarry Bluff Cove)	5	3	1	10	30	30		30		104	$15,645.00
2. Intersection Details (1"=50')	6	5		15	20	20	40			100	$16,175.00
3. Supplemental Detail Sheets (1"=50')										0	$0.00
4. Removals (1"=100')(Stacked)	8			2	10	40				52	$7,350.00
5. Cross sections (for design, earthwork calcs & display if needed)	60			40	60	60				160	$25,400.00
6. Dvwy/Side Road Tabulations and Details	2					20	20			40	$5,700.00
7. Miscellaneous Roadway Details	2			2	20	20				42	$6,200.00
8. Driveway Plan and Profile for ROW Negotiation (10 Driveways)	10	10		20	20	20	20			90	$15,550.00

PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC

CR 255 & CR 289	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$275.00	$220.00	$200.00	$155.00	$135.00	$150.00	$130.00	$88.00		
Subtotal - Labor	**117**	**24**	**29**	**146**	**312**	**331**	**120**	**62**	**0**	**1024**	**$161,285.00**

PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC

CR 255 & CR 289	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$275.00	$220.00	$200.00	$155.00	$135.00	$150.00	$130.00	$88.00		
Drainage											
Incorporate special ditch design into cross sections				25	30	30				85	$13,700.00
Subtotal - Labor	**0**	**0**	**0**	**25**	**30**	**30**	**0**	**0**	**0**	**85**	**$13,700.00**
Signing and Pavement Markings											
Prepare bid documentation (standards, specs, general notes, estimate)		1	2	2						5	$1,115.00
Prepare General Traffic Layout Sheets (1:100, Dbl Stk, 2200' per sheet)	9	1	8	12	16	32	60			129	$20,235.00
Prepare Project Specific Sign Detail Sheets	1			8				8		16	$2,640.00
Prepare Summary of Small Signs (SOSS) Sheets (Without Sign Graphics)	2				8	8	0	24		40	$5,440.00
Prepare Quantity Summary						10				10	$1,350.00
QA/QC (for 60% 90% & 100%)		1	8							9	$2,035.00
Subtotal - Labor	**12**	**3**	**18**	**22**	**24**	**50**	**60**	**32**	**0**	**209**	**$32,815.00**

PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC

CR 255 & CR 289	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$275.00	$220.00	$200.00	$155.00	$135.00	$150.00	$130.00	$88.00		
Miscellaneous											
Traffic Control Plan, Detours, Sequence of Construction											
1. Sequence of Construction Narrative	1			16						16	$3,200.00
2. Traffic Control Workshop			0	0						0	$0.00
3. Traffic Control Plans (1"=100')(Stacked) (2 Phases)	8	2	16	20	12	32	48			130	$21,450.00
3a. Incidental Side Street TCP (1"=100')(Stacked) (2 Phases)	4	1	8	10	8	16	24			67	$11,035.00
4. TCP Temporary Drainage Design										0	$0.00
5. Prepare each TCP in Coordination with the County				10	10					20	$3,550.00
6. TCP Temporary Shoring Details										0	$0.00
7. Traffic Control Details	2			16	16					32	$5,680.00
StormWater Pollution Prevention Plans (SW3P)											
1. Erosion Control Plans (1"=100') (Stacked)	8	1	8	8	24	36	48			125	$19,415.00
1a. Erosion Control Incidental Side Street (1"=100) Stacked	2			8	8	8				24	$3,920.00
2. SW3P (Narrative Only)	1			2	4		16			22	$3,420.00
Compute and Tabulate Quantities (60%, 90%, Final)										0	$0.00
1. Summary Sheets				8	8	8				24	$3,920.00
Estimate											
1. Construction Cost Estimates (60%, 90%, Final)		3		10	10	10				33	$5,725.00
Contract time determination											
1. Determine Construction Time (Schematic 60% 90% and Final)		2	32	0	0					34	$7,590.00
Specifications and General Notes											
1. General Notes (Basis Table and Review)		4	16	16		0				36	$7,820.00
Constructability Review											
1. Constructability Review (60%, 90%, Final)		2	10	15						27	$5,750.00
Subtotal - Labor	**13**	**15**	**90**	**139**	**100**	**110**	**136**	**0**	**0**	**590**	**$102,475.00**
TOTAL SHEETS											
Total - Labor Hours		**92**	**164**	**401**	**499**	**521**	**316**	**94**	**18**	**2105**	
Total - Labor Cost		**$25,300.00**	**$36,080.00**	**$80,200.00**	**$77,345.00**	**$70,335.00**	**$47,400.00**	**$12,220.00**	**$1,584.00**		**$350,464.00**
GRAND TOTAL											**$350,464.00**

PROVIDER NAME: CL Gann

CR 255 & CR 289	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$250.00	$225.00	$200.00	$150.00	$130.00	$150.00	$130.00	$90.00		
1. PROJECT MANAGEMENT											
b. Monthly Progress Report, Invoices, and Billings (12 months assumed)											
• Prepare monthly progress reports		10							10	20	$3,400.00
• Prepare Invoices		10							10	20	$3,400.00
e. Progress/Coordination Meetings (6 external meetings assumed):											
• Attend a kick-off meeting										0	$0.00
• Attend external coordination meetings		10								10	$2,500.00
• Attend internal coordination meetings		10								10	$2,500.00
• Attend submittal review meetings (30%, 60%, 90%, and 100%)		6								6	$1,500.00
FC - 150 Subtotal - Labor	**0**	**46**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**66**	**$13,300.00**

PROVIDER NAME: CL Gann

CR 255 & CR 289	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$250.00	$225.00	$200.00	$150.00	$130.00	$150.00	$130.00	$90.00		
4. PLAN PREPARATION (PS&E) SERVICES											
C. Drainage											
• Data Collection											
• Conduct field investigations (1 site visit)			4			4				8	$1,420.00
• Collect available data										0	$0.00
• Collect available FEMA data, maps and models										0	$0.00
• Review survey data and coordinate additional surveying needs										0	$0.00
• Obtain historical flooding records and high water information										0	$0.00
• Hydrologic Studies											
• Existing Condition HEC-HMS Model (11 outfalls)			4			8				12	$1,940.00
• Proposed Condition HEC-HMS Model (11 outfalls)			4			8				12	$1,940.00
• Design Mitigation Alternatives at each outfall			16	16	24	32				88	$14,560.00
• Mitigated Condition HEC-HMS Model (11 outfalls)			8	8	12	16				44	$7,280.00
• Complex Hydraulic Design and Documentation											
• Existing Condition HEC-RAS Model (3 bridge-class culverts)			36							36	$8,100.00
• Proposed Condition HEC-RAS Model (3 bridge-class culverts/2 alts)			36							36	$8,100.00
• Storm Drains/Ditch Systems											
• Special Ditch Design (Interim Design)			8			16				24	$3,880.00
• Prepare Geopak Drainage Model for Ditches/DWC (Interim Design)			8			28				36	$5,440.00
• Cross Drainage Structures											
• HY-8 Modeling (5 minor culverts)						16				16	$2,080.00
• Temporary Drainage Facilities											
• Add Temp Drainage to Plans (2 phases & 3 miles)										0	$0.00
• MOT Culvert Phasing Details (5 culverts)										0	$0.00
• MOT Temp Shoring Details (5 culverts)										0	$0.00
• Scour Analysis											
• Scour Analysis and Report for 3 Bridge-class Structures			4							4	$900.00
• Design for scour countermeasures			8							8	$1,800.00
• Drainage Report											
• Draft H&H Report			26	12	12					50	$10,050.00
• Final H&H Report			12	6	6					24	$4,800.00
• PS&E for Hydraulics											
• Drainage Summaries	2		8			16				24	$3,880.00
• Offsite Drainage Area Maps. (2000-scale)	1		4			12				16	$2,460.00
• Internal Drainage Area Maps. (100-scale)	15			24	36	60				120	$18,000.00
• Hydrologic Data Sheets											
• All outfalls (Rational Method and NRCS UH)	1		4			16				20	$2,980.00
• Hydraulic Data Sheets											
• Culvert HY8 Output Sheets (5 Minor Culverts)	5		4		4	12				20	$3,060.00
• HEC-RAS Output (3 Bridge-class Culverts/2 sheets per culvert)	6		4		4	16				24	$3,580.00
• Drainage Link Computation Sheets	1		4							4	$900.00
• Drainage Ditch Computation Sheets	1		4							4	$900.00
• Culvert Layouts (3 Bridge-Class Culverts Detailed)	4		12		24	44				80	$12,020.00
• Culvert Profiles (5 Minor Culverts Detailed)	3		10		20	70				100	$14,350.00
• Driveway Culvert Summary	1			4		8				12	$1,840.00
• Channel Layout	1			8		12				20	$3,160.00
• Ditch & Driveway Culvert Plan/Profile Sheets (Interim Only)	15			25		200				225	$31,000.00

PROVIDER NAME: CL Gann

CR 255 & CR 289	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$250.00	$225.00	$200.00	$150.00	$130.00	$150.00	$130.00	$90.00		
• Detention/WQ Pond Layouts (Interim Only)	3		20	20	20					60	$11,500.00
• Detention/WQ Pond Details (Interim Only)	3		10	10	10					30	$5,750.00
• Select Standard Details											
• BCS Sheet	1		4	4						8	$1,700.00
• BCS Pipe Runner Details/Table	1		2	2						4	$850.00
• All Other Drainage Standards	25		1			8				9	$1,265.00
• Misceallaneous Details	2		10			30				40	$6,150.00
F. Water Quality											
• Water Quality Site Plans	8		30			50				80	$13,250.00

PROVIDER NAME: CL Gann

CR 255 & CR 289	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$250.00	$225.00	$200.00	$150.00	$130.00	$150.00	$130.00	$90.00		
• Prepare WQ Computations Sheet	1		8			16				24	$3,880.00
• Develop Draft CZP for Interim Design			8	40						48	$9,800.00
• Develop Final CZP for Interim Design & Submit to TCEQ			4			4				8	$1,420.00
• Respond to TCEQ Comments and Submit Final Application			2			4				6	$970.00
FC - 161 Subtotal - Labor	**100**	**0**	**327**	**179**	**172**	**706**	**0**	**0**	**0**	**1384**	**$226,955.00**

TOTAL SHEETS	**100**										
Total - Labor Hours		**46**	**327**	**179**	**172**	**706**	**0**	**0**	**20**	**1450**	
Total - Labor Cost		**$11,500.00**	**$73,575.00**	**$35,800.00**	**$25,800.00**	**$91,780.00**	**$0.00**	**$0.00**	**$1,800.00**		**$240,255.00**
GRAND TOTAL											**$240,255.00**

PROVIDER NAME: CL Gann

CR 255 & CR 289	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
FC 309 Construction Phase Services											
1. Pre-Construction Meeting (1 Meeting)										0	$0.00
2. Partnering Meeting/Transfer to Area Office (1 Meeting)										0	$0.00
5. Review and Approve Shop Drawings										0	$0.00
7. Respond to RFI's										0	$0.00
8. Perform Minor Redesign										0	$0.00
9. Answer General Questions and Provide Clarification as needed										0	$0.00
FC - 300 Subtotal - Labor	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
TOTAL SHEETS											
Total - Labor Hours		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
Total - Labor Cost		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		
OTHER DIRECT EXPENSES (FC 163)				QTY	UNIT	COST	UNIT				
Mileage					miles @	$0.59	/ mile				$ -
Lodging/Hotel (Taxes/fees not included)					Days @	$96.00	/ day/person				$ -
Lodging/Hotel - Taxes and Fees					Days @	$30.00	/ day/person				$ -
Meals (Excluding alcohol & tips) (Overnight stay required					Days @	$59.00	/ day/person				$ -
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed					Days @	$100.00	/day				$ -
Air Travel - In State - 2+ Wks Notice (Coach)					EA	$525.00	round trip				$ -
CZP Application Fee				1	EA	$8,000.00	round trip				$ 8,000.00
Subtotal - Other Direct Expenses											$ 8,000.00
GRAND TOTAL											**$8,000.00**

PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC

Fee Summary by Function Code					
	Seiler Lankes Group, LLC	**CLG**			**Total**
Design	$350,464.00	$240,255.00			
CZP Permit/Application Fee		$8,000.00			
Grand Totals					
Total	**$350,464.00**	**$248,255.00**			

Project Total $598,719.00

Commissioners Court - Regular Session **30.**

Meeting Date: 04/25/2023

WSB T2444 WA2 CR 201 From CR 200 to Umbrella Sky

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $539,225.00 to expire on May 1, 2024 under Williamson County Contract for Engineering Services between WSB & Associates, Inc. and Williamson County dated March 9, 2021 for CR 201 From CR 200 to Umbrella Sky. Funding source: P499.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WSB T2444 WA2 CR 201 From CR 200 to Umbrella Sky

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/20/2023 10:51 AM
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:48 AM
Form Started By: Vicky Edwards		Started On: 04/20/2023 09:07 AM
Final Approval Date: 04/20/2023		

WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 201 FROM CR 200 TO UMBRELLA SKY

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 9**, 20**21** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **WSB & Associates, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$ 539,225**.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **May 1**, 20**24**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
WSB & Associates	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Robert Bailey	_____
Printed Name	Printed Name
Vice President	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
CR 201

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners.

4. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

10. Post and maintain project information for public consumption on the County website.

11. Assist with Coordination between the Engineer and the County's other consultants.

12. Negotiate with all utility companies for any agreements and/or relocations required.

13. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

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

PROJECT DESCRIPTION

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

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

Proposed Facility
Proposed interim 2-lane roadway with 2 ft shoulders of an ultimate median arterial divided 4-lane curbed section with a raised median. The proposed ROW width is typically 120ft, the constrained with ROW varies from 76 ft to 110 ft through the project limits mention above.

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

1. PROJECT MANAGEMENT

   a. Communication:

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

   b. Monthly Progress Report, Invoices, and Billings (**9** months assumed):

      1. Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
      2. Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

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

      1. Plan developed and approved in WA#1; will be utilized as outlined
      2. Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

   d. Project Coordination & Administration:

      1. Prepare and maintain routine project record keeping including records of meetings and minutes.
      2. Correspondence and coordination will be handled through & with the concurrence of the GEC.

3. Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. Progress/Coordination Meetings (**4** external meetings assumed):

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

f. Project Schedule:

1. Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

g. **Deliverables:**

1. Monthly Invoices and Progress Reports including Deliverable Table
2. Meeting Minutes, Sign-In Sheets, and Agendas
3. Project Schedule and Updates
4. Project Files
5. QA/QC Documentation with Deliverable

2. PRELIMINARY DESIGN DEVELOPMENT

a. Data Collection:

1. Coordinate with surveyor to determine limits of survey data collected
2. Maintain adjacent property ownership information spreadsheet to be used for disseminating project information including owner's name, tenant name for leased property, mailing address, property address, property id number.
3. Review the data collected and organize the information.

b. Review and update Schematic Design elements based on survey data collected

- Adjust horizontal and vertical design elements as needed to meet ROW requirements identified in Schematic Development
- Develop 50' cross sections through Microstation Open Roads platform. Identify Limits of Construction for proposed improvements
- Develop Proposed ROW limits that meet project objectives. Some ROW to be acquired through conversion of existing ROW easements to ROW.
- Develop Proposed ROW layouts for use by surveyor for further map development (Assume 56 parcels); Transmit design files to Surveyor for development of ROW maps

c. Stakeholder Coordination (**0** meetings assumed):

1. Stakeholder meetings will be performed by others

d. **Deliverables:**

1. Updated Ultimate Schematic and related design files.

3. SCHEMATIC DEVELOPMENT (30% design)

a. Develop Interim Design Criteria consistent with latest version of Williamson County design manual; Develop and submit draft and final Design Summary Form.
b. Develop Interim Schematic utilizing ultimate schematic design details. Minimize improvements that will not be incorporated into future improvements
c. Prepare updated cost estimate for the construction quantities covering all items of the proposed work.
d. Prepare a Draft Traffic Control Plan narrative memo that describes the phases of construction for the interim plan.
e. Develop preliminary approach to Edwards Aquifer permitting including interim BMP requirements. It is assumed that vegetative filter strips will meet TCEQ requirements as BMP.
f. Develop interim cross sections at 50-foot stations and other locations as necessary for drainage design purposes

g. **Deliverables:**

- Draft and Final Design Summary Form (pdf and hardcopies)
- Roadway Geometric Design Schematic (Interim)
- Interim Traffic Control Plan narrative memo
- Preliminary construction cost estimate
- Cross sections
- Schematic Design Review checklist

4. SCHEMATIC DRAINAGE STUDY (**5** total cross drainage structures assumed):

a. Hydrologic Study & Modeling

Update the Schematic Design Drainage Study for Final Design. Detail the criteria, methodologies, results and project design requirements.

1. Modify existing hydrologic & hydraulic models to reflect the proposed interim design.

2. Update the drainage area maps and rate control comparisons provided with Schematic Design for the Interim condition.

3. Atlas 14 impacts will be reviewed and incorporated.

b. Hydraulic Study & Modeling:

1. Provide hydraulic models and/or calculations for the existing and proposed structures.

2. Prepare final design and layout for the cross-drainage structures and major roadside channels using appropriate software (HEC-RAS, HY-8, SWMM, Bentley or other approved hydraulic modeling software). All bridges and multiple box culverts to be analyzed in HEC-RAS.

c. Impact and Mitigation Analysis:

1. Provide documentation of all adverse impacts resulting from the proposed facility in the proposed condition. Provide a comparison of existing vs proposed condition at each outfall from the project area.

2. Provide plans to mitigate adverse impacts to nearby buildings, property access points, and runoff patterns.

3. Provide pond calculations to meet EARZ requirements.

4. Coordinate with County's GEC to determine need for maintenance or landscaping setbacks for ponds. Criteria for this determination shall be based, in part, on drainage information provided by the Engineer and on the preliminary design for the project area.

Deliverables:

5. Schematic Preliminary and Final Drainage Reports signed and sealed by a professional engineer in the State of Texas.
6. Applicable GIS, Hydrologic Models or CAD files referenced in the drainage study.

5. PLAN PREPARATION (PS&E) SERVICES

Prepare plans per the current Williamson County Design Criteria Manual including applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination. The engineer will develop and submit these Plans, Specifications & Estimates (PS&E) at 60%, 90%, 100% and Final Design.

a. Roadway/General:

1. Title Sheet

- Prepare a project title sheet as required for the construction plans, utilizing the template provided by the County.

2. Index of Sheets

- Prepare an index sheet(s) that shows each sheet's location in the plan set.

3. Project Layout

- Prepare a project layout sheet(s) that clearly indicates the limits of the entire project.
- Include benchmark data needed to clearly indicate the benchmark locations and associated control information.

4. Typical Sections

- Prepare typical section(s) for all proposed and existing roadways and cross streets.

5. General Notes
   - Prepare general notes for applicable project-specific items, utilizing the master general notes provided by the County.
6. Horizontal Alignment Data
   - Prepare horizontal alignment data sheet(s) that depict the horizontal geometric information for the roadways to be included in the construction plan set.
7. Summary Sheets
   - Prepare summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.
8. Removal Plans
   - Prepare removal sheet(s) that clearly identify any items to be removed.
9. Roadway Plan & Profiles
   - Prepare roadway plan and profile sheets that depict the proposed construction.
10. Side Street/Intersection Plans
    - Side Street/Intersections layouts sheets will be prepared for up to **five** (**5**) locations:
      - Umbrella Sky
      - Phillip Lane
      - Pruddy Oaks Drive
      - Quarry Bluff Cove
      - CR 201
    - Provide contours or details of drainage patterns for street intersections including slope or elevations along gutter to avoid ponding at intersections. Where applicable, provide details of volume of flow and velocity through intersections.
11. Driveways
    - Prepare driveway profiles/culverts for each driveway along the project corridor. When possible, these driveways will be defined in a tabular format. Non-typical driveways may require special details.
    - Where applicable, provide details of volume of flow and velocity across driveway intersections.
12. Miscellaneous
    - Develop miscellaneous roadway detail sheets for the project that depict details required, which are not defined in standard detail sheets.

b. Traffic Control Plans (TCP):

1. Prepare traffic control typical section(s) for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction.

2. Prepare a detailed narrative for the sequence of construction and traffic control general notes utilizing the sequence approved during the schematic phase. Any changes to the sequence of construction will be approved by the County prior to developing detailed TCP layouts.
3. Prepare detailed TCP layouts for each phase (three phases assumed).
4. Develop traffic control detail(s) for items not covered by County or TxDOT standard details.
5. Compute an Engineer's opinion of construction schedule in order to determine an approximate duration for each of the phases of construction.
6. Consider the construction sequence and plan for temporary functioning of drainage systems.

c. Drainage:

1. Drainage Area Maps
   - Develop existing and proposed external drainage area maps to show the overall project and drainage basin divides.
   - Prepare a tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will include station, offset, flow line elevation, velocity, ditch lining material, as well as ditch bottom width. This information may be shown on Interior Drainage Maps or Drainage Plan and Profile sheets.
2. Interior Drainage Area Maps
   - Prepare interior drainage area maps that depict drainage area boundaries and flow direction arrows for roadside ditch, culverts and storm drain inlets in accordance with Williamson County Design Criteria Manual.
   - Each area will be identified and cross-referenced to the computation sheets.
3. Hydraulic Data Sheets
   - Develop a hydraulic data sheet including hydraulic cross sections and hydraulic calculations at all HEC-RAS culvert and bridge locations in accordance with Williamson County Design Criteria Manual.
4. Culvert Layout Sheets
   - Develop culvert layout sheets including plan, profile, riprap or grading details at all the major crossing locations and major roadside channels, up to **five** (**5**) locations:
5. Culvert Standards and Detail Sheets
   - Select culvert standards based on headwall configuration and fill conditions. Develop details as needed for non-standard headwalls, special shoring, special grading at upstream and downstream transitions, structural excavation, backfill, permanent erosion control, bank stabilization and energy dissipation.
6. Drainage Computation Sheets
   - Document criteria, input and computations used to calculate run-off and hydraulics for each inlet & gutter, pipe, culvert, ditch, pond or point of interest in accordance with Williamson County Design Criteria Manual.

d. Signing and Pavement Markings Layouts:

1. Prepare signing and pavement marking layouts.
2. Prepare pavement marking details for non-standard conditions.
3. Prepare detail sheets for small signs for non-standard signs.

e. Stormwater Pollution Prevention Plan (SW3P):

1. Develop SW3P narrative in conformance with the TCP to minimize potential impacts to receiving waterways.
2. Prepare Temporary Erosion & Sediment Control Layouts.

f. TCEQ Edwards Aquifer permitting:

1. Develop a Draft and Final Contributing Zone Plan (CZP) since this project is within the Edwards Aquifer Contributing Zone. Once the CZP is approved by the County, submit documentation to Texas Commission on Environmental Quality (TCEQ).
2. Prepare water quality, temporary and permanent, Best Management Practices (BMPs) to comply with TCEQ regulations. Plans for BMP's are primarily based on temporary erosion control layouts. Vegetative Filter Strips are presumed to be the BMPs utilized.
3. Prepare and submit Agent Authorization form with Draft CZP.
4. Pay Application Fee(s). After the initial TCEQ Review Fee is paid, any County-driven design-related changes that require additional TCEQ review fees including extension requests, exception requests or new CZP reviews shall be paid directly by the County. County-driven design changes that require extension requests, modifications to the original CZP application or re-submittal of a new application shall be considered supplemental services.

g. Existing Utilities:

1. Develop layouts of all utilities within project limits identified by surveyor. Provide legend identifying specific utility type and provider.

h. Cross Sections:

2. Develop plan sheets with scaled grids showing proposed cross sections on 50 ft. increments for project limits.

i. Standard Detail Sheets: Select Standard detail sheets

j. Miscellaneous PS&E components:

1. Develop Project Construction Manual including Standard Specifications, Special Specifications, Special Provisions

2. Develop Estimate of Probable Construction Cost

3. Develop Construction Phase Duration Schedule

k. **Deliverables:**

- 60%, 90%, 100% & Final PS&E Submittals including applicable Williamson County Submittal Checklists.
- Project Construction Manual
- Estimate of Probable Construction Cost
- Construction Phase Duration Schedule
- Draft & Final CZP
- Drainage Models

6. BIDDING PHASE SERVICES

a. Bidding Phase Services:

- Prepare all applicable construction documents for bidding. Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder via a letter. Attend the pre-construction conference.

b. Deliverables:

- Letter of Recommendation for Award, with Bid Tabulation.

7. DELIVERABLES:

c. Documents:

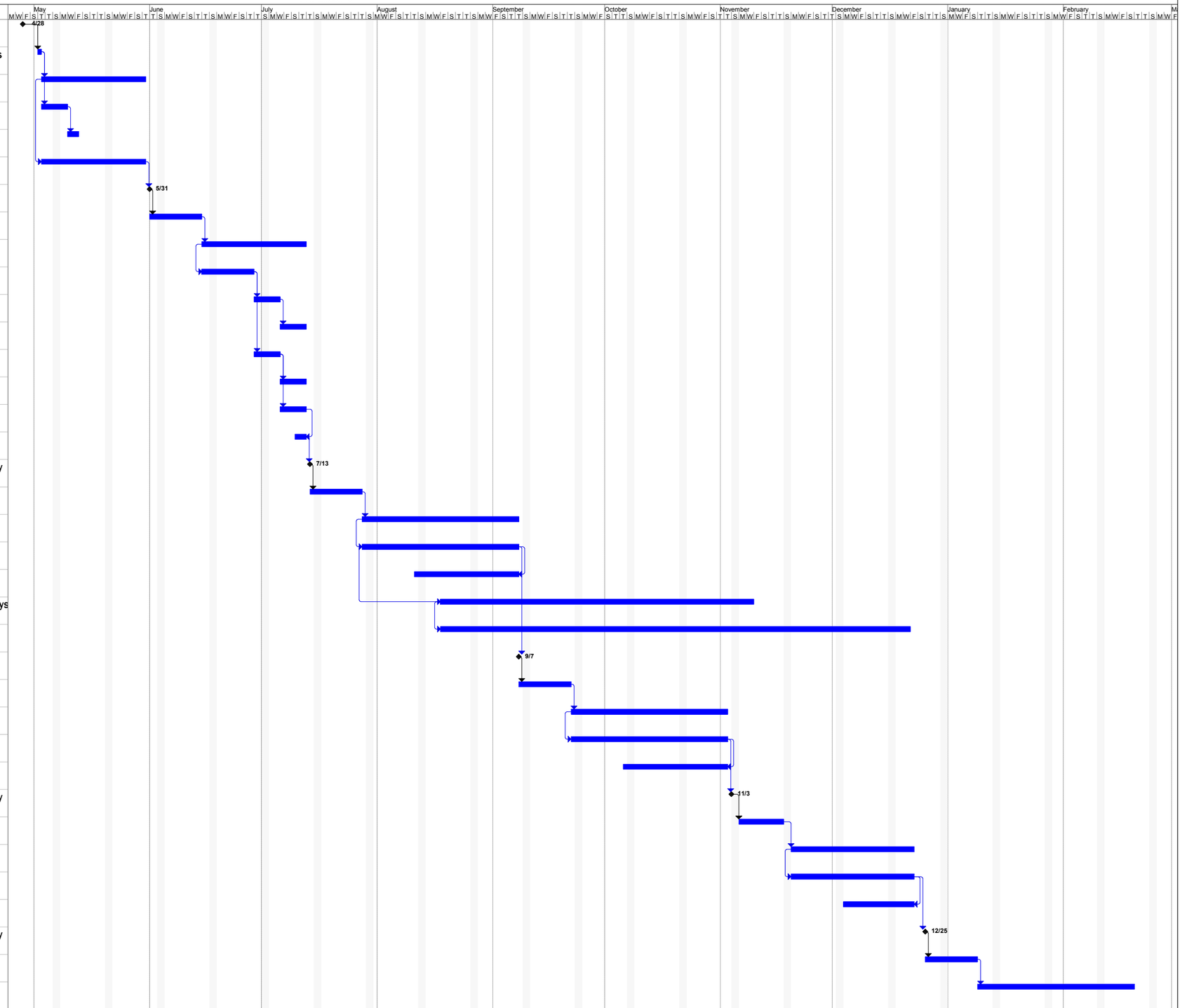
- All contract documents, including a pdf copy of each deliverable, native electronic files, models and calculations will be uploaded to the County's project management database at each milestone and at the completion of the project. One hard copy of each deliverable will be provided unless additional copies are required per the submittal checklist.

8. EXCLUSIONS:

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

1. PUBLIC INVOLVEMENT
2. SURVEY
3. TRAFFIC STUDY
4. ROW MAPPING
5. ENVIRONMENTAL STUDIES, DOCUMENTS, PERMITS (OTHER THAN EARZ CZP)
6. GEOTECHNICAL SERVICES
7. CONSTRUCTION PHASE SERVICES.
8. UTILITY COORDINATION OR RELOCATION ESTIMATES.

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Notice To Proceed**	0 days	Fri 4/28/23	Fri 4/28/23	
2	Kick-Off Meeting	1 day	Tue 5/2/23	Tue 5/2/23	1FS+2 days
3	**Develop Revised Ultimate Schematic**	20 days	Wed 5/3/23	Tue 5/30/23	2
4	Data Collection	5 days	Wed 5/3/23	Tue 5/9/23	2
5	Develop Design Criteria	3 days	Wed 5/10/23	Fri 5/12/23	4
6	Develop revised schematic	20 days	Wed 5/3/23	Tue 5/30/23	3SS
7	Submit updated ultimate schematic	0 days	Wed 5/31/23	Wed 5/31/23	6FS+1 day
8	County review of updated ultimate schematic	10 days	Thu 6/1/23	Wed 6/14/23	7
9	**Schematic Development**	20 days	Thu 6/15/23	Wed 7/12/23	8
10	Develop roadway geometrics	10 days	Thu 6/15/23	Wed 6/28/23	9SS
11	Develop cross sections	5 days	Thu 6/29/23	Wed 7/5/23	10
12	Develop schematic layout	5 days	Thu 7/6/23	Wed 7/12/23	11
13	Hydrologic Study and Modeling	5 days	Thu 6/29/23	Wed 7/5/23	10
14	Hydraulic Study and Modeling	5 days	Thu 7/6/23	Wed 7/12/23	13
15	Impact and Mitigation Analysis	5 days	Thu 7/6/23	Wed 7/12/23	13
16	Develop Schematic Drainage Study	3 days	Mon 7/10/23	Wed 7/12/23	15FF
17	Submittal of Schematic & Drainage Study	0 days	Thu 7/13/23	Thu 7/13/23	16FS+1 day
18	County review of Schematic Submittals	10 days	Fri 7/14/23	Thu 7/27/23	17
19	**Develop 60% PS&E**	30 days	Fri 7/28/23	Thu 9/7/23	18
20	Develop Roadway PS&E	30 days	Fri 7/28/23	Thu 9/7/23	19SS
21	Develop Drainage PS&E	20 days	Fri 8/11/23	Thu 9/7/23	20FF
22	Develop TCEQ Permitting documentation	60 days	Fri 8/18/23	Thu 11/9/23	20SS+15 days
23	coordinate utilitiy relocation efforts	90 days	Fri 8/18/23	Thu 12/21/23	22SS
24	Submit 60% PS&E Package	0 days	Thu 9/7/23	Thu 9/7/23	20
25	County review of 60% Submittal	10 days	Fri 9/8/23	Thu 9/21/23	24
26	**Develop 90% PS&E**	30 days	Fri 9/22/23	Thu 11/2/23	25
27	Develop Roadway PS&E	30 days	Fri 9/22/23	Thu 11/2/23	26SS
28	Develop Drainage PS&E	20 days	Fri 10/6/23	Thu 11/2/23	27FF
29	Submit 90% PS&E Package	0 days	Fri 11/3/23	Fri 11/3/23	27FS+1 day
30	County review of 90% Submittal	10 days	Mon 11/6/23	Fri 11/17/23	29
31	**Develop 100% PS&E**	25 days	Mon 11/20/23	Fri 12/22/23	30
32	Develop Roadway PS&E	25 days	Mon 11/20/23	Fri 12/22/23	31SS
33	Develop Drainage PS&E	15 days	Mon 12/4/23	Fri 12/22/23	32FF
34	Submit 100% PS&E Package	0 days	Mon 12/25/23	Mon 12/25/23	32FS+1 day
35	County review of 100% Submittal	10 days	Tue 12/26/23	Mon 1/8/24	34
36	Develop Bid Documents	30 days	Tue 1/9/24	Mon 2/19/24	35



Project: CR 201/Williamson County
Date: Tue 4/11/23

Task, Split, Milestone, Summary, Project Summary, External Tasks, External Milestone, Inactive Task, Inactive Milestone, Inactive Summary, Manual Task, Duration-only, Manual Summary Rollup, Manual Summary, Start-only, Finish-only, Progress, Deadline

ATTACHMENT "D"

COUNTY ROAD 201 WA#2 Fee Estimate	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer II	Graduate Engineer II	Engineering Specialist IV	Sr. Planner	Project Analyst II	Total Labor Hours	Task Cost
	$230.00	$210.00	$195.00	$160.00	$125.00	$160.00	$180.00	$115.00		
Original approved rates	$230.00	$210.00	$195.00	$160.00	$125.00	$160.00	$180.00	$115.00		
1. Project Management										
b. Develop monthly progress reports, Invoices, and billing (9 months assumed)		18							**18**	
c. Perform QC review for 5 submittals			80						**80**	
d. Project Coordination and Administration	12	120		60			48	12	**252**	
e. Progress Coordination Meetings (4 assumed)		8		8			2		**18**	
f. Develop and maintain project schedule for Project Development tasks		12							**12**	
TASK HOURS SUB-TOTALS	12	158	80	68	0	0	50	12	**380**	
TASK TOTALS	$2,760.00	$33,180.00	$15,600.00	$10,880.00	$0.00	$0.00	$9,000.00	$1,380.00		**$72,800.00**
2. Preliminary Design Development										
a. Data Collection		4		4	4				**12**	
b. Review/update Final Schematic design elements based on survey data collected; establish ROW		24		40	40	32			**136**	
TASK HOURS SUB-TOTALS		28	0	44	44	32	0		**148**	
TASK FEE TOTAL		$5,880.00	$0.00	$7,040.00	$5,500.00	$5,120.00	$0.00			**$23,540.00**
3. Schematic Development										
a. Develop Interim Design Criteria		$2.00	$1.00	$4.00					**7**	
a. Develop interim Schematic		24		36	48	36			**144**	
b. Prepare Cost Estimate for Interim Schematic		2		4	8				**14**	
c. Develop Draft Traffic Control Plan Narrative Memo		4		4	8				**16**	
d. Develop EARZ permitting plan		2	4	4					**10**	
e. Develop interim Schematic Cross Sections (50' spacing)		8		24	36	12			**80**	
TASK HOURS SUB-TOTALS		40	4	72	100	48	0		**264**	
TASK FEE TOTAL		$8,400.00	$780.00	$11,520.00	$12,500.00	$7,680.00	$0.00			**$40,880.00**
4. Schematic Drainage Study										
a. Hydrologic Study and Modeling			8	12	20	22			**62**	
b. Hydraulic Study and modeling (5 cross drain structures assumed)			6	16	32	32			**86**	
c. Impact and Mitigation Analysis			8	12	4	8			**32**	
TASK HOURS SUB-TOTALS		0	22	40	56	62	0		**180**	
TASK FEE TOTAL		$0.00	$4,290.00	$6,400.00	$7,000.00	$9,920.00	$0.00			**$27,610.00**
6. PS&E Preparation										
a.1. Develop Title Sheet		2		4	4	4			**14**	
a.2. Develop Index of Sheets		2		4	8				**14**	
a.3. Develop Project Layout Sheets including survey data (6 sheets)		6		24	24	36			**90**	
a.4. Develop Existing and Proposed Typical Sections (4 sheets)		8		20	20	24			**72**	
a.5. Develop General Notes		6		6					**12**	
a.6. Develop Horizontal Alignment Data Sheet		2		4	4				**10**	
a.7. Develop Quantity Summary Sheets (5 sheets)		5		22	32	20			**79**	
a.8. Develop Removal Plan Sheets (6 sheets)		6		12	30	24			**72**	
a.9. Develop Roadway Plan & Profile Sheets (11 sheets)		33		44	66	44			**187**	
a.10. Develop Intersection/Side Street Plan Sheets (5 intersections)		10		20	30	20			**80**	
a.11. Develop Driveway Detail Sheets (9 sheets, 37 driveways)		9		30	36	30			**105**	
a.12. Develop Miscellaneous Roadway Detail Sheets (1 sheet)		2		4	4	4			**14**	
b.1. Develop Traffic Control Typical Sections (6 sheets)		10		24	30	24			**88**	
b.2. Develop Sequence of Construction and General Notes (2 sheets)		8		8	8	8			**32**	
b.3. Develop Traffic Control Plan Sheets for 3 phases of construction (33 sheets)		33		132	132	132			**429**	
b.4. Develop TCP Details (1 sheet)		4		4	4	4			**16**	
b.5. Develop Construction Phase Duration Schedule		2		2					**4**	
b.6. Develop Construction Drainage System phased construction Details Sheets (5 sheets)			4	24	44	8			**80**	
c.1. Develop Drainage Area Maps and Ditch Detail sheets (13 sheets)			26	36	52	26			**140**	
c.2. Develop Internal Drainage Area Map Sheets (6 sheets)			12	16	36	20			**84**	
c.3. Develop Hydraulic Data Sheets (2 sheets)			2	6	20				**28**	
c.4. Develop Culvert layout Sheets (5 sheets)			5	20	30	25			**80**	
c.5. Develop Culvert standards and details (2 sheets)			2	8	8	8			**26**	
c.6. Develop Drainage computation sheets (9 sheets)			15	15	60	30			**120**	
d.1. Develop Signing and Pavement Marking Sheets (11 sheets)		11		44	44	66			**165**	
d.2. Develop marking details for non-standard conditions (1 sheet)		2		4	6				**12**	
d.3. Develop small sign detail sheet for non-standard signs (1 sheet)		2		4	8				**14**	
e.1. Develop SW3P Sheet		4		8					**12**	
e.2. Develop Temporary Erosion and Sediment Control Sheets (6 sheets)		6		18	18	18			**60**	
f.1. Develop Draft and Final CZP and submit to TCEQ		24			24				**48**	
f.2. Develop Temporary and Permanent BMP Plan Sheets (12 sheets)		2		12	12	12			**38**	
f.3. Develop and submit Agent Authorization Form		2							**2**	
f.4. Submit TCEQ Review fee		2							**2**	
g.1. Develop Utility Layout sheets (11 sheets)									**0**	
h.1. Develop cross sections (50' increments) on plan sheets w/ scaled grid (80 sheets)		8		24	36	24			**92**	
i.1. Select Standard detail sheets		4		4					**8**	
j.1. Develop Project Construction Manual including selecting Standard Specs, Special Specs, etc.		4		4	8				**16**	
j.2. Develop estimate of probable construction cost		4		8	8				**20**	
j.3. Develop construction duration schedule		4		4					**8**	
TASK HOURS SUB-TOTALS		227	66	623	846	611	0		**2373**	
TASK FEE TOTAL		$47,670.00	$12,870.00	$99,680.00	$105,750.00	$97,760.00	$0.00			**$363,730.00**
7. Bid Phase Services										
a. Attend Pre-bid Meeting		2		2					**4**	
b. Respond to Bidders Questions; Document Q&A		4		4	4				**12**	
c. Prepare Addenda (Assumed 1)		2		2	2				**6**	
d. Review and Analyze Bids; Identify apparent best value bidder		4								
e. Attend Pre-Construction Meeting		2		2						
TASK HOURS SUB-TOTALS		14	0	10	6	0	0		**30**	
TASK FEE TOTAL		$2,940.00	$0.00	$1,600.00	$750.00	$0.00	$0.00			**$5,290.00**
TOTAL WSB LABOR HOURS	12	467	172	857	1052	753	50	12	3375	
TOTAL WSB LABOR COSTS	$2,760.00	$98,070.00	$33,540.00	$137,120.00	$131,500.00	$120,480.00	$9,000.00	$1,380.00		**$533,850.00**

OTHER DIRECT EXPENSES	**QUANTITY**		**UNIT**	**Rate**				**TOTAL**		
WSB Direct Expenses:										
TCEQ EARZ Submittal fee	1		LS	5000				$5,000.00		
								$0.00		
								$0.00		
Mileage	600		miles	$ 0.625				$375.00		
SUBTOTAL DIRECT EXPENSES								**$5,375.00**		

SUMMARY	
Subtotal Labor	**$533,850.00**
Subtotal Direct Expenses	**$5,375.00**
TOTAL WA#1 FEE	**$539,225.00**

Commissioners Court - Regular Session **31.**

Meeting Date: 04/25/2023

Seiler Lankes 22RFSQ128 Contract Amendment No 1 CR 255 & CR 289

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Seiler Lankes Group and Williamson County dated October 11, 2022 for CR 255 and CR 289 from CR 254 to Ronald Reagan Boulevard. This Contract Amendment No 1 will allow for an increase in the compensation cap from $400,000.00 to $794,159.00. Funding source: P546.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Seiler Lankes 22RFSQ128 Contract Amendment No 1 CR 255 & CR 289

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/20/2023 08:53 AM
Infrastructure Department (Originator)	Vicky Edwards	04/20/2023 09:37 AM
Hal Hawes	Hal Hawes	04/20/2023 10:05 AM
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:44 AM
Infrastructure Department (Originator)	Vicky Edwards	04/20/2023 11:45 AM
Hal Hawes	Hal Hawes	04/20/2023 12:08 PM
County Judge Exec Asst.	Becky Pruitt	04/20/2023 01:07 PM
Form Started By: Vicky Edwards		Started On: 04/19/2023 10:23 AM
Final Approval Date: 04/20/2023		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
CR 255/CR 289 from CR 254 to Ronald Reagan Boulevard ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group (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 October 11, 2022 (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 $400,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $400,000.00 to $794,159.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Gerald Lankes	_____
Printed Name	Printed Name
CEO	_____
Title	Title
4/19/2023	_____
Date	Date

Commissioners Court - Regular Session **32.**

Meeting Date: 04/25/2023

Smith Contracting 22IFB131 CO2 SGRR & Remuda

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 2 to contract number 22IFB131 for Smith Contracting Co, Inc. in the amount of -$145,724.56 for San Gabriel Ranch Road and Remuda Drive Improvements. Funding source: P492

Background

This Change Order is a balancing Change Order. All work has been completed. The original contract amount was $2,072,461.30. With the addition of Change Order No 1 in the amount of $36,869.17 and this Change Order No 2 for -$145,724.56, the final contract amount will be $1,963,605.91.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Smith Contracting 22IFB131 CO2 SGRR & Remuda

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/19/2023 01:58 PM
Form Started By: Vicky Edwards		Started On: 04/17/2023 10:56 AM
Final Approval Date: 04/19/2023		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **MA Smith Contracting CO., Inc**

2. Change Order Work Limits: Sta. _____ to Sta. _____

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: **221FB131**

Roadway: ***San Gabriel Ranch Road and Remuda Dr Improvements***

Purchase Order Number: _____

5. Describe the work being revised:

Miscellaneous difference in site conditions.

6. Work to be performed in accordance with Items: **All**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions 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 04/17/2023

By Chris Lopez

Typed/Printed Name Christopher R. Lopez

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount reduced by this change order: **($145,724.56)**

RECOMMENDED FOR EXECUTION:

4/17/23
Project Manager / Construction Observer — Date

04/18/2023
Design Engineer — Date

04/19/23
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

Change Order 2 *Project #* 221FB131

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
1	100 6001	PREPARING ROW	AC	$5,300.00	9.00	$47,700.00	0.00	9.00	$47,700.00	$0.00
2	105 6002	REMOVING STAB BASE AND ASPH PAV (2")	SY	$2.00	15,676.00	$31,352.00	0.00	15,676.00	$31,352.00	$0.00
3	110 6001	EXCAVATION (ROADWAY)	CY	$31.00	5,155.00	$159,805.00	0.00	5,155.00	$159,805.00	$0.00
4	132 6001	EMBANKMENT (FINAL) (ORD COMP) (TY A)	CY	$20.00	645.00	$12,900.00	0.00	645.00	$12,900.00	$0.00
5	160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$1.90	21,157.00	$40,198.30	0.00	21,157.00	$40,198.30	$0.00
6	164 6003	BROADCAST SEEDING (PERM) (RURAL) (CLAY)	SY	$0.25	21,157.00	$5,289.25	0.00	21,157.00	$5,289.25	$0.00
7	166 6001	FERTILIZER	AC	$800.00	4.00	$3,200.00	0.00	4.00	$3,200.00	$0.00
8	168 6001	VEGETATIVE WATERING	MG	$23.00	420.00	$9,660.00	0.00	420.00	$9,660.00	$0.00
9	169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$1.75	3,917.00	$6,854.75	0.00	3,917.00	$6,854.75	$0.00
10	247 6366	FL BS (CMP IN PLC) (TY A GR 5) (FNAL POS)	CY	$57.00	2,500.00	$142,500.00	1,098.00	3,598.00	$205,086.00	$62,586.00
11	260 6002	LIME (HYDRATED LIME (SLURRY))	TON	$210.00	282.00	$59,220.00	(135.00)	147.00	$30,870.00	($28,350.00)
12	260 6079	LIME TRT (SUBGRADE) (6")	SY	$3.00	19,023.00	$57,069.00	(3,234.00)	15,789.00	$47,367.00	($9,702.00)
13	310 6027	PRIME COAT (MC-30 OR AE-P)	GAL	$9.75	3,395.00	$33,101.25	15.00	3,410.00	$33,247.50	$146.25
14	316 6175	AGGR(TY-B GR-4 SAC-B)	CY	$705.00	190.00	$133,950.00	42.00	232.00	$163,560.00	$29,610.00
15	316 6177	AGGR(TY-B GR-5 SAC-B)	CY	$705.00	120.00	$84,600.00	23.00	143.00	$100,815.00	$16,215.00
16	316 6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$7.25	11,880.00	$86,130.00	2,313.00	14,193.00	$102,899.25	$16,769.25
17	402 6001	TRENCH EXCAVATION PROTECTION	LF	$10.00	218.00	$2,180.00	0.00	218.00	$2,180.00	$0.00
18	432 6002	RIPRAP (CONC) (5 IN)	CY	$462.00	175.00	$80,850.00	0.00	175.00	$80,850.00	$0.00
19	462 6006	CONC BOX CULV (5 FT X 2 FT)	LF	$1,225.00	44.00	$53,900.00	0.00	44.00	$53,900.00	$0.00
20	464 6017	RC PIPE (CL IV)(18 IN)	LF	$86.00	952.00	$81,872.00	0.00	952.00	$81,872.00	$0.00
21	464 6018	RC PIPE (CL IV)(24 IN)	LF	$108.00	206.00	$22,248.00	0.00	206.00	$22,248.00	$0.00
22	467 6169	SET (TY I)(S= 5 FT)(HW= 2 FT)(3:1) (C)	EA	$5,000.00	4.00	$20,000.00	0.00	4.00	$20,000.00	$0.00
23	467 6356	SET (TY II) (18 IN) (RCP) (3:1) (C)	EA	$1,200.00	8.00	$9,600.00	0.00	8.00	$9,600.00	$0.00
24	467 6362	SET (TY II) (18 IN) (RCP) (6: 1) (C)	EA	$1,400.00	2.00	$2,800.00	0.00	2.00	$2,800.00	$0.00
25	467 6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	$1,400.00	32.00	$44,800.00	0.00	32.00	$44,800.00	$0.00
26	467 6368	SET (TY II) (24 IN) (RCP) (3:1) (C)	EA	$1,900.00	10.00	$19,000.00	(4.00)	6.00	$11,400.00	($7,600.00)
27	496 6016	REMOV STR (PIPE)	EA	$450.00	19.00	$8,550.00	0.00	19.00	$8,550.00	$0.00
28	500 6001	MOBILIZATION	LS	$100,000.00	1.00	$100,000.00	0.00	1.00	$100,000.00	$0.00
29	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$3,500.00	4.00	$14,000.00	0.00	4.00	$14,000.00	$0.00
30	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$29.00	95.00	$2,755.00	0.00	95.00	$2,755.00	$0.00
31	506 6011	ROCK FILTER DAMS (REMOVE)	LF	$22.00	95.00	$2,090.00	0.00	95.00	$2,090.00	$0.00
32	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$4.25	6,605.00	$28,071.25	0.00	6,605.00	$28,071.25	$0.00
33	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$1.10	6,605.00	$7,265.50	0.00	6,605.00	$7,265.50	$0.00
34	508 6001	CONSTRUCTING DETOURS	SY	$71.00	856.00	$60,776.00	0.00	856.00	$60,776.00	$0.00
35	510 6002	ONE-WAY TRAF CONT (PILOT CAR)	HR	$400.00	20.00	$8,000.00	(20.00)	0.00	$0.00	($8,000.00)
36	530 6004	DRIVEWAYS (CONC)	SY	$153.00	192.00	$29,376.00	0.00	192.00	$29,376.00	$0.00
37	530 6006	DRIVEWAYS (SURF TREAT)	SY	$91.00	3,318.00	$301,938.00	0.00	3,318.00	$301,938.00	$0.00
38	560 6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	$300.00	52.00	$15,600.00	0.00	52.00	$15,600.00	$0.00
39	560 6002	MAILBOX INSTALL-D (TWG-POST) TY 1	EA	$600.00	2.00	$1,200.00	(2.00)	0.00	$0.00	($1,200.00)
40	560 6003	MAILBOX INSTALL-M (TWG-POST) TY 1	EA	$950.00	1.00	$950.00	(1.00)	0.00	$0.00	($950.00)
41	644 6001	IN SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	$750.00	9.00	$6,750.00	0.00	9.00	$6,750.00	$0.00
42	644 6080	RELOCATE SM RD SN SUP & AM TY TEMP	EA	$1,100.00	2.00	$2,200.00	0.00	2.00	$2,200.00	$0.00
43	658 6047	INST OM ASSM (OM-2Y) (WC) GND	EA	$120.00	8.00	$960.00	0.00	8.00	$960.00	$0.00
44										
45	Water Items									
46	W2.10.A.6"	Pipe, 6" Dia. PVC Water, Complete in Place, Including Excavation and Backfill	LF	$78.00	800.00	$62,400.00	(773.27)	26.73	$2,084.94	($60,315.06)
47	W2.10.AR.6"	Pipe, 6" Dia. PVC Water (Restrained), Complete in Place, Including Excavation and Backfill	LF	$84.00	200.00	$16,800.00	(200.00)	0.00	$0.00	($16,800.00)
48	W1.17.A	Ductile Iron Fittings	TON	$800.00	2.00	$1,600.00	(1.93)	0.07	$56.00	($1,544.00)
49	W1.17.B6x6	Wet Connection, 6"x6" Dia.	EA	$2,100.00	6.00	$12,600.00	(6.00)	0.00	$0.00	($12,600.00)
50	CIP11.06.B	Trench Excavation Safety Protection System (All Depths)	LF	$2.00	1,200.00	$2,400.00	(1,095.00)	105.00	$210.00	($2,190.00)
51	W2.10.A2	Pipe, 2" Dia. SDR-9 PE, New Service Line	LF	$45.00	100.00	$4,500.00	(100.00)	0.00	$0.00	($4,500.00)
52	W3.21.A6	Valves, Gate 6" Dia.	EA	$1,900.00	3.00	$5,700.00	(3.00)	0.00	$0.00	($5,700.00)
53	W3.21.ARV2	Air Release Valve, 2"	EA	$5,600.00	2.00	$11,200.00	(2.00)	0.00	$0.00	($11,200.00)
54	W3.21.B	Fire Hydrant Assembly	EA	$7,500.00	2.00	$15,000.00	(2.00)	0.00	$0.00	($15,000.00)
55	W-04	Reconnect single service connections, incl. new meters per detail W-04	EA	$1,600.00	10.00	$16,000.00	(10.00)	0.00	$0.00	($16,000.00)
56	W3.10.A2	PIPE 3" DIA SDR-9 NEW WATER MAIN	LF	$45.00	1,040.00	$46,800.00	(960.00)	80.00	$3,600.00	($43,200.00)
57	W3.21.A3	3" GATE VALVES	EA	$1,700.00	2.00	$3,400.00	(2.00)	0.00	$0.00	($3,400.00)
58	W2.45.A1	POT HOLING FOR UTILITY LOCATIONS	DAY	$5,000.00	2.00	$10,000.00	0.00	2.00	$10,000.00	$0.00
59	A.05	PIPE 1" DIA SDR-9 NEW SERVICE LINE	LF	$35.00	560.00	$19,600.00	(560.00)	0.00	$0.00	($19,600.00)
60	W3.21.A1	1" GATE VALVES	EA	$800.00	4.00	$3,200.00	(4.00)	0.00	$0.00	($3,200.00)
61							0.00	0.00		
62	Change Order 1						0.00			
63	340 6106	D-GR HMA(SQ) TY-D PG64-22	TON	$996.72	5.00	$4,983.59	0.00	5.00	$4,983.59	$0.00
64	466 6097	HEADWALL (CH-PW-0) (DIA= 24 IN)	EA	$15,942.79	2.00	$31,885.58	0.00	2.00	$31,885.58	$0.00
62							0.00			
						$2,109,330.47			$1,963,605.91	($145,724.56)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **33.**

Meeting Date: 04/25/2023

Final plat for the Cool Water Phase 3 Section 3 subdivision – Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Cool Water Phase 3 Section 3 subdivision – Precinct 4.

Background

This is the next section of the Cool Water development. It consists of 139 single family lots, 1 open space lot and 3,640 feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of $1,035,939.16 has been posted with the County to cover the cost of the remaining construction.

Timeline

2022-11-02 – initial submittal of the final plat
2022-12-02 – 1st review complete with comments
2023-03-20 – 2nd submittal of final plat with a financial security for the remaining construction
2023-04-04 – 2nd review complete with minor comments
2023-04-10 – 3rd submittal of final plat
2023-04-10 – 3rd review complete with comments clear
2023-04-19 – final plat received with signatures
2023-04-20 – final plat placed on the April 25, 2023 Commissioners Court agenda for consideration

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Fiscal Impact

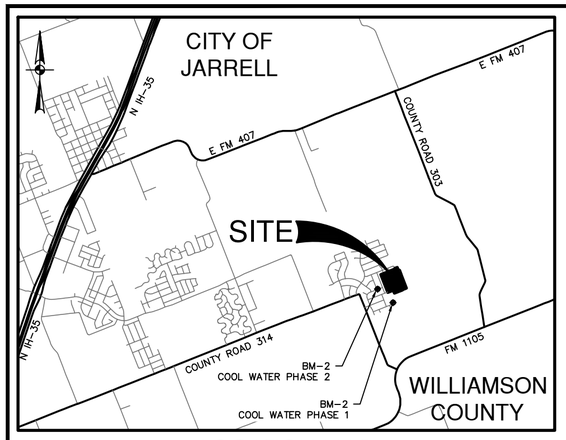
From/To	Acct No.	Description	Amount

Attachments

final plat - Cool Water Ph 3 Sec 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:55 AM
Form Started By: Adam Boatright		Started On: 04/20/2023 11:14 AM
Final Approval Date: 04/20/2023		



LOCATION MAP
1"=5000'

FINAL PLAT
OF
COOL WATER PHASE 3, SECTION 3

A 20.106 ACRE TRACT OF LAND BEING SITUATED IN THE WILLIAM BRYAN SURVEY, SECTION 13, ABSTRACT NO. 108, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 20.153 ACRE TRACT, CONVEYED TO KB HOME LONE STAR INC., IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021194118 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND OUT OF THE REMNANT PORTION OF A CALLED 60.569 ACRE TRACT, CONVEYED TO KB HOME LONE STAR INC., IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021194129 OF SAID OFFICIAL PUBLIC RECORDS.

OWNER: KB HOME LONE STAR INC.
ADDRESS: 10800 PECAN PARK BOULEVARD, SUITE 200
AUSTIN, TEXAS 78750

ACREAGE: 20.106 ACRES
LOTS ACREAGE: 16.034 ACRES
ROW ACREAGE: 4.072 ACRES

ENGINEER & SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
10801 N MOPAC EXPY.,
BLDG. 3, SUITE 200
AUSTIN, TX 78759
(512) 454-8711 P

SURVEY: WILLIAM BRYAN SURVEY
SECTION 13
ABSTRACT NO. 108

NUMBER OF BLOCKS: 6

SINGLE FAMILY LOTS:	139
OPEN SPACE/DRAINAGE LOT:	1
TOTAL LOTS:	140

LINEAR FEET OF NEW STREETS: 3,640 LF

SUBMITTAL DATE: NOVEMBER 2, 2022

BENCHMARK INFORMATION:

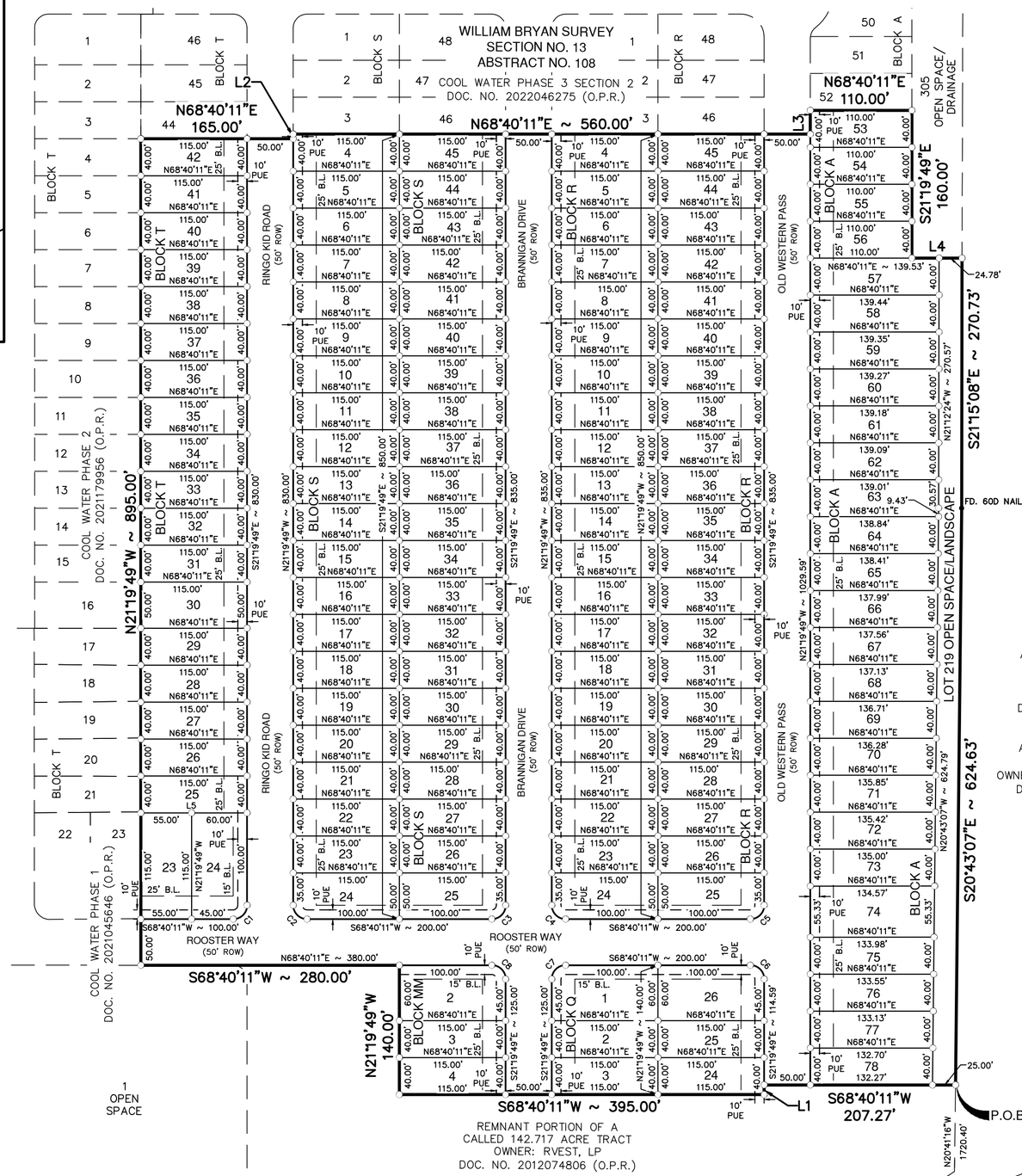
BENCHMARKS SET BY LENZ & ASSOCIATES, INC.

COMBINED SCALE FACTOR: 0.99988

BM-2 (COOL WATER PHASE 1)
STEEL PIN SET W/CAP MARKED LENZ & ASSOC CONTROL,
33' NORTH OF SOUTH LINE & 60' WEST OF EAST LINE LOT 1, BLOCK MM
GRID NORTHING: 10268578.4'
GRID EASTING: 3166878.8'
ELEVATION: 851.80'
NAVD 88 (GEOID12A)

BM-2 (COOL WATER PHASE 2)
SQAURE CUT ON PC CURB NEAR
SW CORNER LOT 17, BLOCK U
GRID NORTHING: 10269213.1'
GRID EASTING: 3166158.3'
ELEVATION: 837.72'
NAVD 88 (GEOID12A)

BUILDING SETBACKS:	
FRONT STREET	25'
SIDE STREET	15'
REAR	10'
SIDE	5'



CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	15.00'	090°00'00"	N23°40'11"E	21.21'	23.56'
C2	15.00'	090°00'00"	S66°19'49"E	21.21'	23.56'
C3	15.00'	090°00'00"	N23°40'11"E	21.21'	23.56'
C4	15.00'	090°00'00"	S66°19'49"E	21.21'	23.56'
C5	15.00'	090°00'00"	N23°40'11"E	21.21'	23.56'
C6	15.00'	090°00'00"	N66°19'49"W	21.21'	23.56'
C7	15.00'	090°00'00"	S23°40'11"W	21.21'	23.56'
C8	15.00'	090°00'00"	S66°19'49"E	21.21'	23.56'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S21°19'49"E	10.41'
L2	N21°19'49"W	5.00'
L3	N21°19'49"W	25.74'
L4	N68°40'11"E	54.31'
L5	N68°40'11"E	115.00'

Names	Lengths	ROW Width	PVMT Width	Design Speed	Maint. Authority	Classification
RINGO KID ROAD	870	50	30 LOG - LOG	25 MPH	Public	Local
BRANNIGAN DRIVE	1040	50	30 LOG - LOG	25 MPH	Public	Local
OLD WESTERN PASS	1030	50	30 LOG - LOG	25 MPH	Public	Local
ROOSTER WAY	700	50	30 LOG - LOG	25 MPH	Public	Local

0' 100' 200' 300'

SCALE: 1"= 100'

LEGEND

DOC. NO.	DOCUMENT NUMBER
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
FD. I.R.	FOUND IRON ROD
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE(S)
B.L.	BUILDING LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(SURVEYOR) ●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
○	SET 1/2" IRON ROD (PD)

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

COOL WATER PHASE 3, SECTION 3
Civil Job No. 51006-31; Survey Job No. 51006-31
Date: Mar 01, 2023, 3:29pm User ID: DRodriguez
File: H:\Survey\CIVIL\51006-31\Plat\CoolWater_Phase3_Section3\PLS1006-31.dwg

FINAL PLAT
OF
COOL WATER PHASE 3, SECTION 3

A 20.106 ACRE TRACT OF LAND BEING SITUATED IN THE WILLIAM BRYAN SURVEY, SECTION 13, ABSTRACT NO. 108, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 20.153 ACRE TRACT, CONVEYED TO KB HOME LONE STAR INC., IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021194118 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND OUT OF THE REMNANT PORTION OF A CALLED 60.569 ACRE TRACT, CONVEYED TO KB HOME LONE STAR INC., IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021194129 OF SAID OFFICIAL PUBLIC RECORDS.

BLOCK A		
LOT #	AREA (SQ. FT.)	LOT TYPE
53	4,400	RESIDENTIAL
54	4,400	RESIDENTIAL
55	4,400	RESIDENTIAL
56	4,400	RESIDENTIAL
57	5,579	RESIDENTIAL
58	5,576	RESIDENTIAL
59	5,572	RESIDENTIAL
60	5,569	RESIDENTIAL
61	5,565	RESIDENTIAL
62	5,562	RESIDENTIAL
63	5,558	RESIDENTIAL
64	5,545	RESIDENTIAL
65	5,528	RESIDENTIAL
66	5,511	RESIDENTIAL
67	5,494	RESIDENTIAL
68	5,477	RESIDENTIAL
69	5,460	RESIDENTIAL
70	5,443	RESIDENTIAL
71	5,426	RESIDENTIAL
72	5,408	RESIDENTIAL
73	5,391	RESIDENTIAL
74	7,429	RESIDENTIAL
75	5,351	RESIDENTIAL
76	5,334	RESIDENTIAL
77	5,316	RESIDENTIAL
78	5,299	RESIDENTIAL
219	22,355	OPEN SPACE/ LANDSCAPE

BLOCK MM		
LOT #	AREA (SQ. FT.)	LOT TYPE
2	6,852	RESIDENTIAL
3	4,600	RESIDENTIAL
4	4,600	RESIDENTIAL

BLOCK Q		
LOT #	AREA (SQ. FT.)	LOT TYPE
1	6,852	RESIDENTIAL
2	4,600	RESIDENTIAL
3	4,600	RESIDENTIAL
24	4,600	RESIDENTIAL
25	4,600	RESIDENTIAL
26	6,852	RESIDENTIAL

BLOCK R		
LOT #	AREA (SQ. FT.)	LOT TYPE
4	4,600	RESIDENTIAL
5	4,600	RESIDENTIAL
6	4,600	RESIDENTIAL
7	4,600	RESIDENTIAL
8	4,600	RESIDENTIAL
9	4,600	RESIDENTIAL
10	4,600	RESIDENTIAL
11	4,600	RESIDENTIAL
12	4,600	RESIDENTIAL
13	4,600	RESIDENTIAL
14	4,600	RESIDENTIAL
15	4,600	RESIDENTIAL
16	4,600	RESIDENTIAL
17	4,600	RESIDENTIAL
18	4,600	RESIDENTIAL
19	4,600	RESIDENTIAL
20	4,600	RESIDENTIAL
21	4,600	RESIDENTIAL
22	4,600	RESIDENTIAL
23	4,600	RESIDENTIAL
24	5,702	RESIDENTIAL

BLOCK S		
LOT #	AREA (SQ. FT.)	LOT TYPE
4	4,600	RESIDENTIAL
5	4,600	RESIDENTIAL
6	4,600	RESIDENTIAL
7	4,600	RESIDENTIAL
8	4,600	RESIDENTIAL
9	4,600	RESIDENTIAL
10	4,600	RESIDENTIAL
11	4,600	RESIDENTIAL
12	4,600	RESIDENTIAL
13	4,600	RESIDENTIAL
14	4,600	RESIDENTIAL
15	4,600	RESIDENTIAL
16	4,600	RESIDENTIAL
17	4,600	RESIDENTIAL
18	4,600	RESIDENTIAL
19	4,600	RESIDENTIAL
20	4,600	RESIDENTIAL
21	4,600	RESIDENTIAL
22	4,600	RESIDENTIAL
23	4,600	RESIDENTIAL
24	5,702	RESIDENTIAL

BLOCK R		
LOT #	AREA (SQ. FT.)	LOT TYPE
25	5,702	RESIDENTIAL
26	4,600	RESIDENTIAL
27	4,600	RESIDENTIAL
28	4,600	RESIDENTIAL
29	4,600	RESIDENTIAL
30	4,600	RESIDENTIAL
31	4,600	RESIDENTIAL
32	4,600	RESIDENTIAL
33	4,600	RESIDENTIAL
34	4,600	RESIDENTIAL
35	4,600	RESIDENTIAL
36	4,600	RESIDENTIAL
37	4,600	RESIDENTIAL
38	4,600	RESIDENTIAL
39	4,600	RESIDENTIAL
40	4,600	RESIDENTIAL
41	4,600	RESIDENTIAL
42	4,600	RESIDENTIAL
43	4,600	RESIDENTIAL
44	4,600	RESIDENTIAL
45	4,600	RESIDENTIAL

BLOCK S		
LOT #	AREA (SQ. FT.)	LOT TYPE
25	5,702	RESIDENTIAL
26	4,600	RESIDENTIAL
27	4,600	RESIDENTIAL
28	4,600	RESIDENTIAL
29	4,600	RESIDENTIAL
30	4,600	RESIDENTIAL
31	4,600	RESIDENTIAL
32	4,600	RESIDENTIAL
33	4,600	RESIDENTIAL
34	4,600	RESIDENTIAL
35	4,600	RESIDENTIAL
36	4,600	RESIDENTIAL
37	4,600	RESIDENTIAL
38	4,600	RESIDENTIAL
39	4,600	RESIDENTIAL
40	4,600	RESIDENTIAL
41	4,600	RESIDENTIAL
42	4,600	RESIDENTIAL
43	4,600	RESIDENTIAL
44	4,600	RESIDENTIAL
45	4,600	RESIDENTIAL

BLOCK T		
LOT #	AREA (SQ. FT.)	LOT TYPE
23	6,325	RESIDENTIAL
24	6,852	RESIDENTIAL
25	4,600	RESIDENTIAL
26	4,600	RESIDENTIAL
27	4,600	RESIDENTIAL
28	4,600	RESIDENTIAL
29	4,600	RESIDENTIAL
30	5,750	RESIDENTIAL
31	4,600	RESIDENTIAL
32	4,600	RESIDENTIAL
33	4,600	RESIDENTIAL
34	4,600	RESIDENTIAL
35	4,600	RESIDENTIAL
36	4,600	RESIDENTIAL
37	4,600	RESIDENTIAL
38	4,600	RESIDENTIAL
39	4,600	RESIDENTIAL
40	4,600	RESIDENTIAL
41	4,600	RESIDENTIAL
42	4,600	RESIDENTIAL

FIELD NOTES
FOR

A 20.106 ACRE TRACT OF LAND BEING SITUATED IN THE WILLIAM BRYAN SURVEY, SECTION 13, ABSTRACT NO. 108, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 20.153 ACRE TRACT, CONVEYED TO KB HOME LONE STAR INC., IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021194118 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND OUT OF THE REMNANT PORTION OF A CALLED 60.569 ACRE TRACT, CONVEYED TO KB HOME LONE STAR INC., IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021194129 OF SAID OFFICIAL PUBLIC RECORDS. SAID 20.106 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a ½" iron rod found on the northeast corner of a called 13.64 acre tract, conveyed to Jay F. Holifield & Pamela D. Blakeman, recorded in Document No. 2017075031 of the said Official Public Records, said point being the southeast corner of the Remnant Portion of a called 142.717 acre tract, conveyed to Rvest, LP, recoded in Document No. 2012074806 of said Official Public Records, same being the west boundary line of a called 2.0 acre tract, Third Tract, conveyed to Louis Straka, Jr., & Louise Straka (67%), recorded in Document No.2016071285, and Annie Straka Hyzak (33%), recorded in Document No. 2016071284 of said Official Public Records;

THENCE N 20°41'16" W, with the east boundary line of the Remnant Portion of said 142.717 acre tract, same being the west boundary line of said 2.0 acre tract, in part with the west boundary line of a called 143.6 acre tract, Second Tract, conveyed to Louis Straka, Jr., & Louise Straka (67%), recorded in said Document No. 2016071285, and Annie Straka Hyzak (33%), recorded in said Document No. 2016071284 of said Official Public Records, a distance of 1720.40 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the northeast corner of the Remnant Portion of said 142.717 acre tract, said point being the southeast corner of the Remnant Portion of said 20.153 acre tract for the southeast corner and POINT OF BEGINNING hereof;

THENCE, departing the west boundary line of said 143.6 acre tract, with the north boundary line of the Remnant Portion of said 142.717 acre tract, same being the south boundary line of the Remnant Portion of said 20.153 acre tract, the following four (4) courses and distances:

1. S 68°40'11" W, a distance of 207.27 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. S 21°19'49" E, a distance of 10.41 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
3. S 68°40'11" W, a distance of 395.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the southernmost southwest corner hereof, and
4. N 21°19'49" W, a distance of 140.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

THENCE S 68°40'11" W, continuing with the south boundary line of the Remnant Portion of said 20.153 acre tract, same being the north boundary line of the Remnant Portion of said 142.717 acre tract, in part with a north boundary line of Cool Water, Phase 1, a subdivision according to the plat recorded in Document No. 2021045646 of said Official Public Records, a distance of 280.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on an interior ell corner of said Cool Water Phase 1, same being the southwest corner of the Remnant Portion of said 20.153 acre tract for the southwest corner hereof;

THENCE N 21°19'49" W, with the west boundary line of the Remnant Portion of said 20.153 acre tract, same being the east boundary line of said Cool Water, Phase 1, in part with the east boundary line of Cool Water, Phase 2, a subdivision according to the plat recorded in Document No. 2021179956 of said Official Public Records, a distance of 895.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a southwest corner of Cool Water, Phase 3, Section 2, a subdivision according to the plat recorded in Document No. 2022046275 of said Official Public Records, same being the northwest corner of the Remnant Portion of said 20.153 acre tract for the northwest corner hereof;

THENCE, departing the east boundary line of said Cool Water, Phase 2, with the south boundary line of said Cool Water, Phase 3, Section 2, same being the north boundary line of the Remnant Portion of said 20.153 acre tract, the following three (3) courses and distances:

1. N 68°40'11" E, a distance of 165.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. N 21°19'49" W, a distance of 5.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and
3. N 68°40'11" E, a distance of 560.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the west boundary line of the Remnant Portion of said 60.569, same being on a southeast corner of said Cool Water, Phase 3, Section 2, same being on an interior ell corner of the Remnant Portion of said 20.153 acre tract for an angle point hereof,

THENCE N 21°19'49" W, departing the north boundary line of the Remnant Portion of said 20.153 acre tract, with the east boundary line of said Cool Water, Phase 3, Section 2, same being the west boundary line of said 60.569 acre tract, a distance of 25.74 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on an interior ell corner of said Cool Water, Phase 3, Section 2, same being the northwest corner of the Remnant Portion of said 60.569 acre tract for an angle point hereof;

THENCE N 68°40'11" E, with the a south boundary line of said Cool Water, Phase 3, Section 2, same being the north boundary line of the Remnant Portion of said 20.153 acre tract, a distance of 110.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the an interior ell corner of said Cool Water, Phase 3, Section 2, same being the northeast corner of the Remnant Portion of said 60.569 acre tract for the northernmost northeast corner hereof;

THENCE S 21°19'49" E, with a west boundary line of said Cool Water, Phase 3, Section 2, same being the east boundary line of the Remnant Portion of said 60.569 acre tract, in part with the east boundary line of the Remnant Portion of said 20.153 acre tract, a distance of 160.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the southernmost southwest corner of said Cool Water, Phase 3, Section 2, same being an interior ell corner of the Remnant Portion of said 20.153 acre tract for an angle point hereof;

THENCE N 68°40'11" E, with a south boundary line of said Cool Water, Phase 3, Section 2, same being a north boundary line of the Remnant Portion of said 20.153 acre tract, a distance of 54.31 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the west boundary line of said 143.6 acre tract, same being the southernmost southeast corner of Cool Water, Phase 3, Section 2, same being the easternmost northeast corner of the Remnant Portion of said 20.153 acre tract for the easternmost northeast corner hereof,

THENCE, departing the south boundary line of Cool Water, Phase 3, Section 2, with the west boundary line of said 143.6 acre tract, same being the east boundary line of the Remnant Portion of the Remnant Portion of said 20.153 acre tract, the following two (2) courses and distances:

1. S 21°15'08" E, a distance of 270.73 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and
2. S 20°43'07" E, a distance of 624.63 feet to the POINT OF BEGINNING and containing 20.106 acres in the City of Jarrell, Williamson County, Texas. Said tract being described in accordance with a plat prepared under Job No. 51006-31 by Pape-Dawson Engineers, Inc.

NOTES:

1) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

2) A 10' WIDE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.

3) PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.

4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.

5) MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

7) BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.

8) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

9) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

11) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

12) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY SONTERRA MUD.

13) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.

14) ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.

15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

16) IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE OWNED AND MAINTAINED BY THE SONTERRA MUD UTILITY DISTRICT OR THE HOMEOWNER'S ASSOCIATION.

17) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

18) IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS IS PROHIBITED WITHOUT AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

19) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.

20) EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

21) THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER.

22) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR COOL WATER DEVELOPMENT AREA AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

23) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

24) A DEFACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

25) NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH THE SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF ADJACENT STREETS.

26) ANY OWNER /BUILDER THAT INSTALLS A SIDEWALK MUST INSTALL RAMPS TO ADA COMPLIANCE.

27) USE OF PUBLIC UTILITY EASEMENTS BY FRANCHISE UTILITIES SHALL BE APPROVED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT OR THE HOMEOWNER'S ASSOCIATION.

28) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0150F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

COOL WATER PHASE 3, SECTION 3
Civil Job No. 51006-31; Survey Job No. 51006-31
Date: Mar 01, 2023, 3:29pm User ID: DRodriguez
File: H:\Survey\Civil\51006-31\Plat\CoolWater_Phase3_Section3\PLS51006-31.dwg

FINAL PLAT
OF
COOL WATER PHASE 3, SECTION 3

A 20.106 ACRE TRACT OF LAND BEING SITUATED IN THE WILLIAM BRYAN SURVEY, SECTION 13, ABSTRACT NO. 108, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 20.153 ACRE TRACT, CONVEYED TO KB HOME LONE STAR INC., IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021194118 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND OUT OF THE REMNANT PORTION OF A CALLED 60.569 ACRE TRACT, CONVEYED TO KB HOME LONE STAR INC., IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021194129 OF SAID OFFICIAL PUBLIC RECORDS.

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

THAT KB HOME LONESTAR INC., AS OWNER OF THE CERTAIN REMNANT PORTION OF A CALLED 20.153 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021194118 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THE REMNANT PORTION OF A CALLED 60.569 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2021194129 OF SAID OFFICIAL PUBLIC RECORDS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

THIS SUBDIVISION IS TO BE KNOWN AS "COOL WATER PHASE 3, SECTION 3"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18 DAY OF APRIL, 2023.

KB HOME LONESTAR INC.
A TEXAS CORPORATION

JOHN ZINSMEYER

BY: VICE PRESIDENT

AUTHORIZED SIGNATORY

STATE OF TEXAS §
§
COUNTY OF Travis §

KNOW ALL MEN BY THESE PRESENTS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF April, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

TYLER JORDAN
NOTARY PUBLIC
ID# 133806185
State of Texas
Comm. Exp. 06-09-2026

MY COMMISSION EXPIRES: June 9, 2026

ENGINEER'S CERTIFICATION

I, MICHAEL FISHER, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS "COOL WATER PHASE 3, SECTION 3" PLAT IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 14 DAY OF APRIL, 2023.

STATE OF TEXAS
MICHAEL S FISHER
87704
LICENSED
PROFESSIONAL ENGINEER

4/14/23

MICHAEL FISHER, P.E.
PROFESSIONAL ENGINEER NO. 87704
PAPE-DAWSON ENGINEERS, INC.
TBPE, FIRM REGISTRATION NO. 470

SURVEYOR'S CERTIFICATION

I, PARKER J. GRAHAM, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON NOVEMBER 26, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 14TH DAY OF APRIL, 2023.

PARKER J. GRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5556
PAPE-DAWSON ENGINEERS, INC.
TBPLS, FIRM REGISTRATION NO. 10028801

STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR

04/14/2023

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ___ DAY OF _____, 20__, A.D.

_____
WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPOSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

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

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

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

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

_____
BILL GRAVELL Jr. DATE
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

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

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

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____ , DEPUTY

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

COOL WATER PHASE 3, SECTION 3
Civil Job No. 51006-31; Survey Job No. 51006-31
Date: Apr 14, 2023, 9:50am User ID: DPorterfield
File: H:\Survey\CIVIL\51006-31\Plat\CoolWater_Phase3_Section3\PLs51006-31.dwg

Commissioners Court - Regular Session **34.**

Meeting Date: 04/25/2023

Indigent/Abandoned Burial

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Bessie Sloan) who passed away in Williamson County, Texas where there has been no inquest by a Justice of the Peace and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	04/20/2023 11:56 AM
Form Started By: Andrea Schiele		Started On: 04/20/2023 09:23 AM
Final Approval Date: 04/20/2023		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMINT
OF DECEDENT'S REMAINS
(Bessie Sloan)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Bessie Sloan (SSN xxx-xx-8064) passed away on April 1, 2023, at the age of 76 while admitted at Baylor Scott & White, located at 300 University Blvd, Round Rock, Texas 78665, Williamson County.

The Court further finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

- 1 -

falls to Williamson County.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this ____ day of April, 2023.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **35.**

Meeting Date: 04/25/2023

Update on South Korea

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and discuss an update on travels to South Korea.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	04/20/2023 03:56 PM
Form Started By: Becky Pruitt		Started On: 04/20/2023 03:42 PM
Final Approval Date: 04/20/2023		

Commissioners Court - Regular Session **36.**

Meeting Date: 04/25/2023

Mutual Cooperation Agreement Korea Trade-Investment Corp

Submitted For: Bill Gravell **Submitted By:** Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Mutual Cooperation Agreement between Korea Trade-Investment Corporation and Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mutual Cooperation Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	04/20/2023 12:08 PM
Form Started By: Becky Pruitt		Started On: 04/20/2023 12:04 PM
Final Approval Date: 04/20/2023		

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MUTUAL COOPERATION AGREEMENT
BETWEEN
KOREA TRADE-INVESTMENT PROMOTION AGENCY (KOTRA)
AND
WILLIAMSON COUNTY, TEXAS (County)

This Mutual Cooperation Agreement (hereafter "Agreement") is executed by and between Williamson County, Texas (hereinafter referred to as "**County**") and Korea Trade-Investment Promotion Agency (hereinafter referred to as "**KOTRA**") (together referred to hereinafter as the "Parties") with respect to the following:

County is a political subdivision located in Williamson County, Texas, USA (hereinafter "Williamson County").

KOTRA is Korea-Trade Investment Promotion Agency, responsible mainly for export and investment promotion of Korea, acting on behalf of the Ministry of Trade, Industry and Energy (MOTIE), Republic of Korea.

The Parties share the objective to strengthen the existing economic relations between the County and Korea, based on principles of equality and reciprocity, allowing the best mutual support for Korean companies to invest in Williamson County as well as the exchange of information in this respect and to establish a framework for such cooperation.

NOW, THEREFORE, in consideration of the declarations herein made, the Parties agree as follows:

1. **Purposes**

   The main objective of this Agreement shall be to enhance collaboration between KOTRA and County to support and advise Korean companies to invest and do business in Williamson County as well as to make relations with companies in Williamson County. The overall goal is to strengthen the relationship between parties.

2. **Scope of Cooperation**

   The Parties agree to collaborate in the support of Korean companies intending to invest in Williamson County as well as to exchange certain information to enable a successful settlement of the respective Korean entities in Williamson County. The administration and promotion of the objectives of this Agreement as specified above may include the following:

   (a) Exchange of information on business environment, policies, and regulations regarding the investment environment in Williamson County
   (b) Exchange of information on legal and tax regulations in Williamson County applicable to potential Korean investors planning to invest in Williamson County

(c) Provide assistance in the communication between County authorities and potential Korean investors and to facilitate the corresponding process in this regard.
(d) Stimulate contacts and facilitate the exchange of delegations in areas of mutual interest.
(e) Each Party may inform the other with respect to other appropriate events in Williamson County or in Korea.
(f) Both Parties may agree to promote and co-organize joint events in Williamson County or in Korea that may facilitate and enhance cooperation between Entities from Williamson County and from Korea by the consent of both parties for each event
(g) In any other field agreed upon by the Parties.

3. **Implementation of Cooperation**

(a) The contents of this Agreement can be altered by the consent of the Parties in writing.
(b) Meetings will be convened as required at a venue and time agreed between the Parties.
(c) Each Party shall appoint a representative to coordinate the execution of its duties hereunder with the other Party and to serve as a contact person for the other Party.
(d) The initial representatives appointed by the Parties shall be the persons listed in Appendix "A" attached hereto. Each Party may replace its representative by written notice to the other Party.

4. **Expenses**

Each Party shall bear its own costs and expenses incurred in connection with the promotion and administration of this Agreement.

5. **Intellectual Property**

Nothing in this Agreement shall serve as a transfer, conveyance, sale, or any other form of disposition of either Party's rights to its own intellectual property. To avoid copyright infringement, any information passed on to third parties shall clearly identify the source and origin of this information,

6. **Confidentiality**

Each Party acknowledges that the information provided to it by the other Party may be confidential and proprietary information of Disclosing Party, unless otherwise stated. Contents that are agreed by the Parties as being confidential in relation to this Agreement shall not be unveiled, revealed, or disclosed to a third party unless any Party is required to do so by applicable law. However, if disclosure is requested by a Party, the Parties shall consult with a view to reaching an agreement in advance of any such disclosure.

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7. **Non-Exclusive Agreement**

This Agreement is non-exclusive, and each Party reserves the right to enter into similar agreements with any other third party. Further, this Agreement does not supersede any other written agreement between the Parties hereto.

8. **Term and Termination**

This Agreement shall come into force on the Effective Date and shall continue for two (2) years. This Agreement may be extended for successive periods of two (2) years when both Parties have jointly decided in writing on the extension of this Agreement based on a ninety (90) day prior written notice of either Parties' desire to extend it. Either Party may terminate this Agreement at any time, upon ninety (90) day prior written notice of either Party.

9. **General Provision**

This Agreement does not entail in itself any financial or legal obligation and/or other obligations for the Parties in implementing the clauses of this Agreement.

10. **Miscellaneous**

(a) Assignment Neither party may assign this Agreement or any part thereof or any rights or obligations hereunder, without the advance written consent of the other party.

(b) Amendments This Agreement may be amended and modified in writing at any time by mutual agreement of the Parties.

(c) Dispute Resolution In case of any dispute arising between the Parties in connection with this agree, the Parties shall negotiate with each other amicably and in good faith to resolve it.

(d) No Third Party Benefit This Agreement is for the sole benefit of the Parties and their successors and shall not be construed as conferring any rights on any other third party.

(e) Counterparts This Agreement may be executed in separate counterparts, each of which is deemed to be an original instrument, and all such counterparts will together constitute the same agreement.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement, in duplicate in the English language, each being equally authentic, to be effective as of the date of the last Party's execution below (Effective Date).

For Williamson County, Texas (County):	For Korea Trade-Investment Promotion Agency (KOTRA):
By: _____	By: _____
Bill Gravell, Jr., County Judge	Jeong Yeol YU, President & CEO
Date: _____ ____, 20___	Date: _____ ____, 20___

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Appendix A

Representatives

The Representative of KOTRA:

Title: KOTRA Dallas Director General, Jonghyun Kim

Address: 5360 Legacy Drive Suite 140, Plano, Texas 75024

Tel.: +1-930-243-9300

e-mail: account@kotradallas.com

The Representative of County:

Title: Williamson County Judge Bill Gravell, Jr.

Address: 710 Main Street, Suite 101,

Tel.: +1-512-943-1550

e-mail: bgravell@wilco.org

Commissioners Court - Regular Session **37.**

Meeting Date: 04/25/2023

MUD and MMD Standard Agreement

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

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on adopting a standard agreement for newly formed Municipal Utility Districts, Municipal Management Districts and similarly formed districts and developments.

Background

This agreement standardizes when special districts would take over maintenance of the roadways and participate in supporting fire and EMS as well as animal shelter operations.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:50 AM
Form Started By: Rachel Rull		Started On: 04/20/2023 09:56 AM
Final Approval Date: 04/20/2023		

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

_____

AND

_____ MUNICIPAL UTILITY DISTRICT NO. 1

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is by the **Williamson County, Texas**, a Texas political subdivision (the "*County*") and _____ ("*Owner*"). Subsequent to its creation, _____ **Municipal Utility District No. 1**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the "*District*"), will become a party to this Agreement. The County, the Owner and the District are sometimes referred to herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owner owns or has under contract to purchase approximately _____ acres of land located within the corporate boundaries of the County (the "*Land*"); and

WHERAS, the Land is more particularly described by metes and bounds on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to an application to be filed with the 88th Texas Legislature and has requested the County's consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within its boundaries (collectively, the "*District Improvements*"); and

WHEREAS, construction of the District Improvements will occur in phases (as determined by the District and the Owner(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, the Owner intends that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements will be paid from the net proceeds of bonds issued by the District in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement including, but not limited to, the consent to the District creation and the issuance of debt to finance District Improvements, including roadways and related drainage;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's rules, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the County; and (iii) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement among the Parties.

Bonds means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

County Objection is defined in Section 7.02(b).

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

District means _____ Municipal Utility District No. 1, a political subdivision of the State of Texas to be created over the Land, with the consent of the County, as provided in this Agreement.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the area within the District boundaries.

Effective Date of this Agreement means the last date of execution by all of the Parties hereto.

Land means approximately _____ acres of land located in the County, as described by metes and bounds on **Exhibit A**.

Owner means _____ company or its successors and assigns under this Agreement.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs), and all other costs eligible for reimbursement by a municipal utility district under the laws of the State of Texas, that are eligible for reimbursement from the net proceeds of Bonds issued in accordance with this Agreement.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

ARTICLE II
CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Consent to Creation of District. The County acknowledges receipt of the Owner's request for the County's support for, and consent to, creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's consent to the creation of the District and that no further consent will be required on the part of the County to evidence the County's consent to the creation of the District.

Section 2.02. District Execution of Agreement. The Owner shall cause the District to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) this Agreement be of no further force and effect, and the County shall be deemed to not have consented to creation of the District. Similarly, if creation of the District is not approved by the 88th Texas Legislature, this Agreement shall be null and of no further force and effect.

Section 2.03. District Bonds. If the Owner or the District fail to comply with the terms and conditions of this Agreement after notice and opportunity to cure, such failure shall operate to prohibit the District from taking any actions to issue Bonds

until the failure has been cured. The County shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

Section 2.04. Reimbursement Agreements. If the Owner or the District fail to comply with the terms of this Agreement after notice and opportunity to cure and prior to execution of any reimbursement agreements by the Owner and District, such failure shall operate to prohibit the Owner or any future owner of the Land from entering into any reimbursement agreements with the District until the failure has been cured. The County shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

ARTICLE III
ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications. The County has adopted a Long-Range Transportation Plan ("LRTP") which provides for the construction of certain road corridors within the County ("Corridor Project"). The Owner will convey, or cause to be conveyed, by special warranty deed, at no cost to the County, 100% of the right-of-way required for the any roads which are shown as Corridor Projects in the LRTP within 30 days after the final alignment for any Corridor Project is set, but Owner reserves the right to seek reimbursement for such right-of-way from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project ROW may be subject to minor changes from those shown on Exhibit B. Owner shall have no obligation to convey any lands to the County located outside the Land. If the County or another governmental agency has not commenced construction of Corridor J within twelve (12) years after the County approves this Agreement, the County shall re-convey the Corridor ROW to the Owner within 60 days after receipt of written notice to the County of the failure to commence construction.

Section 3.02. Road Construction. The County agrees that it or another governmental entity will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all other roads ("Subdivision Roads") within the Land shall be the responsibility of the Owner or the District. The Owner shall be entitled to reimbursement for Subdivision Road expenses, as allowed by the laws of the State of Texas. The Subdivision Roads located in the County shall be constructed pursuant to the then-existing Williamson County Subdivision Regulations. Commencing upon the tenth (10^{th}) anniversary of the date that the County accepts a Subdivision Road into the County road system after completion of construction by Owner, the District shall be solely responsible for the operation and maintenance of that Subdivision Road. The Parties will work together to include at least one entrance and one exit ramp providing access from the Corridor Project mainlanes to Owner's remaining property at a location agreed to by all Parties. The ramps will be designed and paid for by the County when Corridor Project mainlanes are constructed.

ARTICLE IV
LAW ENFORCEMENT, FIRE AND EMERGENCY MEDICAL SERVICES

Section 4.01. Law Enforcement Services. Pursuant to the authority set forth in Section 49.216 of the Texas Water Code, the District and the County shall negotiate in good faith the terms of a contract pursuant to which the District shall provide funding to the County for the incremental costs incurred by the County in making available and furnishing law enforcement services to that portion of the Land located in the County, including the costs of additional personnel, vehicles and equipment associated with the provision of law enforcement services to the Land within the County.

Section 4.02. Fire and EMS Services.

(a) Pursuant to the authority set forth in Section 49.351 of the Texas Water Code, the District and the County shall negotiate in good faith the terms of a contract to provide for fire-fighting and emergency medical services within the District including providing for necessary buildings, facilities, land, and equipment for such services. As necessary to implement any such contract, the District shall develop a plan that describes the contract, including a presentation of the financial requirements under the contract, submit such contract to the Texas Commission on Environmental Quality for approval, and conduct an election for approval of the plan and financing, all in accordance with the requirements of Section 49.351(g)-(i) of the Texas Water Code.

(b) Owner and the County agree to negotiate in good faith the terms of one or more agreements pursuant to which the Owner shall convey, or cause to be conveyed, to the County by special warranty deed one or more sites within the Land for establishment of necessary buildings for fire and/or emergency medical services at no cost to the County. The agreement(s) will set forth terms for timing of conveyance, identification of site(s) that do not materially impair development of the Land, and may provide for funding of construction of the buildings by Owner.

Section 4.03 Animal Control Services. The District and the County shall negotiate in good faith the terms of a contract pursuant to which the District will provide funding for the incremental costs incurred by the Williamson County Regional Animal Shelter for providing animal control services to that portion of the Land located in the County.

ARTICLE V
AUTHORITY TO ISSUE BONDS

Section 5.01. Authority to Issue Bonds. The District may issue Bonds only as authorized by the laws of the State of Texas. The District may provide reimbursements for expenditures authorized by the laws of the State of Texas (including creation expenses, operating advances, facilities design and construction, and expenditures for roads and improvements in aid of roads).

Section 5.02. Uniform and Continued Development; Vesting. The Parties intend that this Agreement authorize certain land uses and development on the Land located within the County; provide for the uniform review and approval of plats and

development plans for such portion of the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules, and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner and any future owner hereunder has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules. Rules, regulations, or changes or modifications to the County's rules or regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 5.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE VI
TERM, ASSIGNMENT, AND REMEDIES

Section 6.01. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 6.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner and following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's eligible costs, may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 6.03. Assignment.

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the County's consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. The County's consent to any proposed assignment will not be unreasonably withheld or delayed. The County hereby consents to assignment of this Agreement, in whole or in part, to any subsequent owner of all or a portion of the Land.

(b) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 6.04. Remedies.

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("*Notice*") to the County. If the County fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within 45 days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement; however, any such remedy will not revoke the County's consent to the creation of the District.

(b) If the Owner or the District defaults under this Agreement, the County or the District may give Notice to the Owner. If the Owner fails to cure any Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County or the District may enforce this Agreement by injunctive relief from a Williamson County District Court or terminate this Agreement.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

COUNTY: Williamson County
County Judge
100 Main Street
Georgetown, Texas 78628

OWNER: _____
_____

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party. The Owner and Owner may, by giving at least five days' written notice to the County, designate additional Parties to receive copies of notices under this Agreement.

Section 7.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 7.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 7.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 7.07. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 607. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time

period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 7.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner.

Section 7.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 7.10. Interpretation. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 7.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee of the Owner).

Section 7.12. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description of the Land

Exhibit B - Corridor Project location

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

(Signatures on the following pages.)

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2023, by Bill Gravel, County Judge of Williamson County, on behalf of said County.

_____
Notary Public Signature

(Seal)

OWNER:

_____

By:_____

Name:_____

Its: _____

Date:_____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2023, by _____, as _____ of _____, on behalf of company.

_____

(SEAL) Notary Public Signature

_____ **MUNICIPAL UTILITY DISTRICT NO. 1**

By:_____

Name:_____

Title:_____

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, _____, by _____, President of the Board of Directors of _____ Municipal Utility District No. 1, on behalf of said District.

_____
(SEAL) Notary Public Signature

EXHIBIT A

Metes and Bounds Description of the Land

[attached]

EXHIBIT B

Corridor Project location

[attached]

Commissioners Court - Regular Session **38.**

Meeting Date: 04/25/2023

MOU for CDC Overdose Grant

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 Memorandum of Understanding (MOU) between Williamson County and Cities Health District (WCCHD) and Williamson County Emergency Medical Services (EMS) required to collaborate and submit an application for CDC Overdose Data to Action - Limiting Overdose through Collaborative Actions in Localities grant.

Background

Williamson County EMS, Bluebonnet Trails and the health district (WCCHD) would like to partner on the CDC Overdose Data to Action - Limiting Overdose through Collaborative Actions in Localities (OD2A: LOCAL) grant. This 5-year grant does not require a match and would provide an opportunity for the Community Health Paramedicine team (CHIP) to add two paramedics to the CHIP team to further support their mission. The grant funding would allow CHIP to better address the increasing problem of overdoses due to opioids, but would also allow them to address the issues created by other drugs and stimulants as well. The grant would provide outreach for public education, including materials to help educate agencies and/or groups that would like assistance with the current overdose problems that are impacting our communities. The grant would provide Narcan for overdoses, reducing the number of drug overdoses in our county, and help the patient on the journey to recovery to a sober, productive life. The CHIP team has the structure in place to meet the requirements of this grant, and it will further support the mission of CHIP. Hal Hawes has reviewed the MOU and a signed copy of the agreement is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:52 AM
Form Started By: Kathy Pierce		Started On: 04/20/2023 10:03 AM
Final Approval Date: 04/20/2023		

Memorandum of Understanding

WHEREAS, Williamson County and Cities Health District (WCCHD) and Williamson County Emergency Medical Services (EMS), acting by and through Williamson County, Texas (County) have come together to collaborate and to submit an application for the CDC Overdose Data to Action - Limiting Overdose through Collaborative Actions in Localities (OD2A: LOCAL) grant; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which WCCHD will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Centers for Diseases Control and Prevention (CDC) on or before May 08, 2023;

I) Description of Partner Agencies

The WCCHD is the local health department that serves the cities of Round Rock, Georgetown, Cedar Park, Leander, Liberty Hill, Hutto and Taylor, as well as the unincorporated areas of Williamson County. WCCHD has provided essential public health services to Williamson County since 1943, with a mission to protect and promote the health of the people of Williamson County. In 2021, Williamson County had an estimated population of 613,104 residents and this number represents a 38.7% population increase over the 10 years spanning 2011-2021. During this time, Williamson County has also become more culturally, racially, and ethnically diverse. WCCHD is the primary agency responsible for protecting the health and well-being of the residents in Williamson County and has the delegated responsibility to mitigate, prepare, respond to, and recover from all hazards that can affect the health of the residents and visitors of the community.

The Williamson County Emergency Medical Services (EMS) Community Health Paramedics Program (CHP) provide non-emergency care to the residents of Williamson County. These paramedics receive specialized training as community health workers as well as advanced paramedicine training. The goal of the group is to connect Williamson County residents to primary health services, thereby decreasing their reliance on 911 for primary care. In addition, the team provides specialized assistance for medically complicated patients in their homes to reduce preventable ambulance transports and improve overall health literacy. CHP patients are selected to enroll in the program through referrals. Referrals come from WCEMS field staff, first responder agencies, partner organizations such as Bluebonnet Trails Community Services and the WCCHD, or by being identified by the CHP team as high utilizers of EMS. CHP paramedics use ESO’s Electronic Health Record to gather patient demographics to provide resources for these patients. Leveraging the access this team has to ESO data entered by the Williamson County’s broader EMS responders, CHP is able to immediately identity and

refer any individuals for whom naloxone has been administered within the EMS response district.

II) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

WCCHD, the grant recipient, will:

- Serve as the primary contact with the CDC as it relates to the implementation of the Overdose to Action Grant activities;
- Develop an inter-local agreement (ILA) with the sub-recipient to ensure the implementation of reported sub-recipient activities and the distribution of award funds;
- Allocate and distribute grant funds in accordance with the funding levels included in the approved grant budget template;
- Make available all necessary sub-recipient reporting templates, timelines, and requirements as shared by the CDC; and
- Manage all elements of tracking and reporting as required of receipts of the grant award.

County, a sub-recipient in the grant, will:

- Implement County related activities and meet all milestones outlined under component A of the grant work plan (prevention);
- Implement County related activities and meet all milestones outlined under component C of the grant work plan (linkage to and retention in care surveillance);
- If the application is approved, will evaluate the need and potentially dedicate grant-funded FTEs to serve in the grant program
- Provide WCCHD access to data required to report on progress towards the successful completion of grant activities and milestones; and
- Provide guidance and expertise to support all elements of grant implementation, evaluation, and reporting.

III) Timeline

The roles and responsibilities described above are contingent on WCCHD receiving funds requested for the project described in the CDC grant application and approval by the Williamson County Commissioners Court for CHP utilization. At any time prior to ILA approval, County may choose not to participate in the grant program. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be August 1, 2023, through July 31, 2028.

Memorandum of Understanding

IV) Commitment to Partnership

The partners agree to collaborate and provide leadership to successfully implement the activities outlined in the program narrative of the grant application attached to this agreement.

VII) Signatures

The undersigned parties have reviewed the proposed project and approve and agree to this MOU.

Williamson County, Texas (County):

By Honorable Bill Gravell, Jr., Director, Williamson County Judge

Signed: _____ Date _____

County:

Williamson County and Cities Health District (WCCHD):

By Caroline Hilbert, Executive Director, Williamson County and Cities Health District

Signed: _____ Date 04/20/2023

cc: Agencies and Interested Parties

Commissioners Court - Regular Session **39.**

Meeting Date: 04/25/2023

2023 Tax Anticipation Note

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and hear presentation from Dan Wegmiller, Financial Advisor, of Specialized Public Finance regarding the results of the 2023 Tax Anticipation Notes.

Background

Mr. Wegmiller will provide an update to the Commissioners court regarding the results of the recent sale of 2023 Unlimited Tax Anticipation Notes. The county sold $150 million to fund the balance needed to fund the Juvenile Justice Center Expansion/Renovation, Roads and Right of Way.

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	04/19/2023 03:51 PM
Form Started By: Julie Kiley		Started On: 04/19/2023 03:45 PM
Final Approval Date: 04/19/2023		

Commissioners Court - Regular Session **40.**

Meeting Date: 04/25/2023

Mission Economic Development Corporation Tax Exempt Bonds-Waste Management

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding adopting an order relating to a public hearing and approving financing by Waste Management, Inc. and related matters in compliance with Section 501.159 of the Texas Development Corporation Act, Texas Local Government Code, chapter 501 and with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

Background

Attached is a document that provides the details regarding this bond issuance. Waste Management, Inc. ("Waste Management") has requested the Mission Economic Development Corporation ("MEDC") issue $50,000,000 of tax-exempt bonds as part of a $100,000,000 three-year plan of finance for capital improvements at eight (8) facilities in Texas, including their facility located in Williamson County. Section 147(f) of the Internal Revenue Code provides the bonds must be approved by: (1) the governmental entity which issued such bond, or on behalf of which such bond was issued; and (2) generally, each governmental entity having jurisdiction over the area in which the facility financed by the proceeds of such bond is located. Item (2) is where Williamson County is involved because one of the facilities is located in Williamson County. The approval must include a public hearing following reasonable public notice of the bond issuance. This requirement is commonly known as the "TEFRA requirement" because it was originally added to the Code by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). Documentation supporting the notice and public hearing is attached. The bonds are not a liability of Williamson County.

Further, in order to permit Waste Management to use proceeds of tax-exempt Bonds for the solid waste disposal facilities located in the County, approval of the Commissioners Court is required: (i) under Texas law (for the MEDC Issuer's Bonds) pursuant to the Development Corporation Act, Local Government Code, Chapter 501, as amended, which may be telephonic. A telephonic public hearing was held on April 6, 2023, and the Certificate of Public Hearing Officer is attached to the Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter To Williamson County Missions Economic Development Corp-Waste Management

Certificate and Order Mission Economic Development Corp-Waste Management

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:48 AM
Form Started By: Julie Kiley		Started On: 04/20/2023 08:40 AM
Final Approval Date: 04/20/2023		

BRACEWELL

March 28, 2023

The Honorable Bill Gravell
County Judge of Williamson County, Texas
710 Main Street
Georgetown, TX 78626

Re: Approval of Tax-Exempt Bonds To Be Issued on Behalf of Waste Management, Inc. — Proposed Order of Commissioner's Court

Dear Judge Gravell:

Enclosed is a proposed Order of the Williamson County Commissioners Court relating to the approval required in connection with the proposed issuance by the Mission Economic Development Corporation (the "Issuer") of its Solid Waste Disposal Revenue Bonds (Waste Management, Inc. Project) Series 2023 (the "Bonds").

At the request of Waste Management, Inc. ("Waste Management"), the Issuer proposes to issue the Bonds and loan the proceeds thereof to Waste Management to provide funds to finance the costs of improvements to certain solid waste disposal facilities, including certain facilities located in Williamson County as described in the proposed Order.

In order to permit Waste Management to use proceeds of tax-exempt Bonds for the solid waste disposal facilities located in your County, approval of the County Commissioners Court is required under Texas law pursuant to the Development Corporation Act, Local Government Code, Chapter 501, as amended, and approval of either the Commissioners Court or the County Judge is required under federal tax law pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

As expressly stated in the Order, the approval of the County is not to be construed as a representation or warranty or other undertaking of any kind by the County with respect to the Bonds or the solid waste disposal facilities, and the County will not be obligated to pay the Bonds or otherwise incur any liability in respect thereof. Rather, the approval is to be granted solely for purposes of complying with Texas law and federal tax law.

Please let me know if you or any of the Commissioners have any comments or questions regarding the proposed Order. I can be reached at (713) 221-1346 or cristy.edwards@bracewell.com. Thank you for your assistance.

Very truly yours,

Cristy Edwards

Enclosures

T: 713.221.1346
711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned County Clerk of Williamson County, Texas, hereby certify as follows:

1. The Commissioners Court of Williamson County, Texas, convened in regular meeting on April 25, 2023, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court and the County Clerk, to wit:

Bill Gravell	County Judge
Terry Cook	Commissioner, Precinct 1
Cynthia Long	Commissioner, Precinct 2
Valerie Covey	Commissioner, Precinct 3
Russ Boles	Commissioner, Precinct 4

and all of said persons were present except for _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER WITH RESPECT TO WASTE MANAGEMENT, INC. PROJECT

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES: ___;

NOES: ___;

ABSTENTIONS: ____ .

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said order has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said order; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this April ___, 2023

_____

County Clerk

(SEAL)

ORDER WITH RESPECT TO

WASTE MANAGEMENT, INC.

PROJECT

WHEREAS, WASTE MANAGEMENT, INC. and its subsidiaries or affiliates (collectively, the "Company") own and operate various solid waste disposal facilities throughout the State of Texas (collectively, the "Facilities"); and

WHEREAS, the Company has requested that Mission Economic Development Corporation (the "Issuer") issue its Mission Economic Development Corporation Solid Waste Disposal Revenue Bonds (Waste Management, Inc. Project) or similarly captioned bonds in one or more series (the "Bonds") to finance the costs of acquiring, constructing, equipping and/or improving the Facilities (collectively, the "Project"); and

WHEREAS, a portion of the Project consisting of the following site(s) is located in Williamson County, Texas (the "County"): 600 Landfill Road, Hutto, Texas 78634 (the "Local Portion of the Project"); and

WHEREAS, the aggregate maximum stated principal amount of the Bonds to be used to finance the Project is $100,000,000, and the aggregate maximum stated principal amount of the Bonds to be used to finance the Local Portion of the Project is $13,000,000; and

WHEREAS, in order for the Local Portion of the Project to be financed with the proceeds of the Bonds, the Commissioners Court (the "Commissioners Court") of the County must request that the Issuer exercise its powers within the County for the purpose of issuing such Bonds to finance the Local Portion of the Project, such request being intended to satisfy the requirements of Section 501.159 of the Texas Development Corporation Act, Texas Local Government Code, Chapter 501, as amended (the "Act"); and

WHEREAS, the Commissioners Court desires hereby to make such request of the Issuer and to take other actions to enable the Issuer to issue the Bonds and the Company to use the proceeds thereof to finance the Local Portion of the Project; and

WHEREAS, approval of the Commissioners Court or the County Judge as the "applicable elected representative" is also required in connection with the issuance of the Bonds as tax-exempt bonds, in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Commissioners Court desires hereby to give such approval.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. Third Party Financing. In order for the Local Portion of the Project to be financed as a part of the entire Project through the Issuer's issuance of the Bonds, the Issuer is hereby requested to exercise its powers within the County for the purpose of issuing such Bonds in one or more series over the next thirty-six months to finance the Local Portion of the Project (the "Plan of Finance"). This request is intended to satisfy the requirements of Section 501.159 of the Act.

Section 2. Public Hearing and Approval for Federal Tax Purposes. In order to comply with Section 147(f) of the Code, a public hearing has been held by or on behalf of the County, in which hearing members of the public were permitted to express their views with respect to the Project, the Plan of Finance

and the issuance of the Bonds for such purpose. Notice of such hearing was published no less than seven days prior to such hearing in a newspaper of general circulation available to residents of the County, and an affidavit of publication of such notice and a copy of such notice are each attached to Exhibit A hereto. Based upon the results of such hearing (as shown in the certificate of public hearing officer attached hereto as Exhibit A), and for purposes of complying with Section 147(f) of the Code, the Plan of Finance, including the issuance of the Bonds for the Local Portion of the Project, is hereby approved. If requested by bond counsel for the Bonds, the County Judge is hereby authorized and directed to execute a certificate certifying approval of the Plan of Finance and the Bonds for the Local Portion of the Project.

SECTION 3. DISCLAIMER OF LIABILITY. THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE PROJECT. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF BONDS ISSUED FOR THE PROJECT OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE PROJECT.

ADOPTED this April 25, 2023.

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING

(attached)

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

MISSION ECONOMIC DEVELOPMENT CORPORATION
SOLID WASTE DISPOSAL REVENUE BONDS
(WASTE MANAGEMENT, INC. PROJECT)

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the plan of finance including the issuance of the above-referenced bonds in one or more series (the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held telephonically in connection with the proposed plan of finance including the issuance of the Bonds on the date and at the time indicated in the Notice of Public Hearing included in Schedule 1 attached hereto.

2. No less than seven days before the date of the public hearing, notice of the public hearing was published in a newspaper of general circulation available to residents of Williamson County, Texas, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as Schedule 1.

3. All persons appearing telephonically at the public hearing were given an opportunity to comment on the proposed plan of finance, including the issuance of the Bonds, and the project to be financed by the plan of finance. No such persons appeared or made comments except as is set forth on Schedule 2 attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 6th day of April, 2023.

By: _____
Hearing Officer

Schedule 1 - Affidavit of Publication of the Notice of Public Hearing & Notice of Public Hearing
Schedule 2 - Names and Comments of Persons Attending Public Hearing

SCHEDULE 1

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING & NOTICE OF PUBLIC HEARING

[ATTACHED]

LOCALiQ
Austin
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

PROOF OF PUBLICATION

Bracewell Llp
Bracewell Llp
711 Louisiana Street, Suite 2300
Houston TX 77002

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

ACO American Statesman 03/30/2023

and that the fees charged are legal.
Sworn to and subscribed before on 03/30/2023

Legal Clerk

Notary, State of WI, County of Brown

6/30/2025
My commision expires

Publication Cost:	$957.00	
Order No:	8630915	# of Copies:
Customer No:	767635	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

MISSION ECONOMIC DEVELOPMENT CORPORATION SOLID WASTE DISPOSAL REVENUE BONDS (WASTE MANAGEMENT, INC. PROJECT)

Notice is hereby given of a telephonic public hearing to be held on behalf of Mission Economic Development Corporation (the "Issuer"), on April 6, 2023 at 10:30 a.m., with respect to a plan of finance including one or more series of bonds (the "Bonds") proposed to be issued by the Issuer. Interested parties may join the public hearing on the date and the time indicated above by dialing +1.855.282.6330 (US Toll Free) and, when prompted, entering the meeting code 25934028683#.

The Issuer proposes to issue the Bonds in an aggregate maximum stated principal amount of $100,000,000 as exempt facility bonds for solid waste disposal facilities pursuant to section 142(a)(6) of the Internal Revenue Code of 1986 (the "Code"). The proceeds of the Bonds will be loaned to Waste Management, Inc. and/or one or more subsidiaries or affiliates thereof (collectively, the "Borrower") for the purpose of financing capital improvements and equipment acquisitions related to the Borrower's solid waste disposal and collection operations, including facilities and operations located at any one or more of the following locations, in the aggregate maximum stated principal amounts at each location noted below: (i) 706 Landfill Road, Temple, Bell County, TX 76501 ($9,000,000); (ii) 8611 Coval Road, San Antonio, Bexar County, TX 78252 ($15,000,000); (iii) 1030 U.S. Highway 82 West, New Boston, Bowie County, TX 75570 ($8,000,000); (iv) 1600 Railroad Street South, Lewisville, Denton County, TX 75067 ($23,000,000); (v) 1201 N. Central Street, Ferris, Ellis County, TX 75125 ($20,000,000); (vi) 21000 E. Highway 6, Alvin, Galveston County, TX 77511 ($4,000,000); (vii) 19248 Hwy 105, Cleveland, Montgomery County, TX 77328 ($6,000,000); and (viii) 600 Landfill Rd., Hutto, Williamson County, TX 78634 ($13,000,000) (collectively, the "Project"). The initial owner and/or operator of the Project will be the Borrower.

All interested persons are invited to telephonically attend such public hearing and express their views with respect to the Project and the Bonds. Questions or requests for additional information may be directed to Lee McCormick (telephone: (214)256-3121; email: lmccormick@cdafinance.com). Any interested persons unable to attend the telephonic public hearing may submit their views in writing to Mr. McCormick at 6988 Lebanon Rd., Ste. 103, Frisco, Texas 75034 or by email to the address set forth above prior to the date scheduled for the hearing. This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Code regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.

03-30/2023

NOTICE OF PUBLIC HEARING

MISSION ECONOMIC DEVELOPMENT CORPORATION
SOLID WASTE DISPOSAL REVENUE BONDS
(WASTE MANAGEMENT, INC. PROJECT)

Notice is hereby given of a telephonic public hearing to be held on behalf of Mission Economic Development Corporation (the "Issuer"), on April 6, 2023 at 10:30 a.m., with respect to a plan of finance including one or more series of bonds (the "Bonds") proposed to be issued by the Issuer. Interested parties may join the public hearing on the date and the time indicated above by dialing +1.855.282.6330 (US Toll Free) and, when prompted, entering the meeting code 25934028683#.

The Issuer proposes to issue the Bonds in an aggregate maximum stated principal amount of $100,000,000 as exempt facility bonds for solid waste disposal facilities pursuant to section 142(a)(6) of the Internal Revenue Code of 1986 (the "Code"). The proceeds of the Bonds will be loaned to Waste Management, Inc. and/or one or more subsidiaries or affiliates thereof (collectively, the "Borrower") for the purpose of financing capital improvements and equipment acquisitions related to the Borrower's solid waste disposal and collection operations, including facilities and operations located at any one or more of the following locations, in the aggregate maximum stated principal amounts at each location noted below: (i) 706 Landfill Road, Temple, Bell County, TX 76501 ($9,000,000); (ii) 8611 Covel Road, San Antonio, Bexar County, TX 78252 ($15,000,000); (iii) 1030 U.S. Highway 82 West, New Boston, Bowie County, TX 75570 ($8,000,000); (iv) 1600 Railroad Street South, Lewisville, Denton County, TX 75067 ($23,000,000); (v) 1201 N. Central Street, Ferris, Ellis County, TX 75125 ($20,000,000); (vi) 21000 E. Highway 6, Alvin, Galveston County, TX 77511 ($4,000,000); (vii) 19248 Hwy 105, Cleveland, Montgomery County, TX 77328 ($6,000,000); and (viii) 600 Landfill Rd., Hutto, Williamson County, TX 78634 ($13,000,000) (collectively, the "Project"). The initial owner and/or operator of the Project will be the Borrower.

All interested persons are invited to telephonically attend such public hearing and express their views with respect to the Project and the Bonds. Questions or requests for additional information may be directed to Lee McCormick (telephone: (214)256-3121; email: lmccormick@cdafinance.com). Any interested persons unable to attend the telephonic public hearing may submit their views in writing to Mr. McCormick at 6988 Lebanon Rd., Ste. 103, Frisco, Texas 75034 or by email to the address set forth above prior to the date scheduled for the hearing. This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Code regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.

SCHEDULE 2

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

None

Commissioners Court - Regular Session **41.**

Meeting Date: 04/25/2023

salary study EO

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a compensation review for Elected Officials.

Background

Traditionally, HR reviews Elected Official's salary each summer, by comparing to Counties larger and smaller by population, and then HR makes recommendations to the Commissioners Court for a COLA increase, if deemed appropriate. Since we have completed all the employees within our salary study, we would like to take a deeper look into Elected Officials compensation and the market we compare with to ensure we are staying competitive.

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	04/14/2023 08:49 AM
Form Started By: Rebecca Clemons		Started On: 04/14/2023 08:19 AM
Final Approval Date: 04/14/2023		

Commissioners Court - Regular Session **42.**

Meeting Date: 04/25/2023

Purchasing Policy Update for Furniture Purchases

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on updating the Williamson County Purchasing Policy as it pertains to Furniture Purchasing.

Background

In providing parameters for a preferred vendor for furniture purchases we hope to alleviate some challenges we've experienced over the years:

- Business/office furniture is designed to last or stand up to 8/12/24 hour shifts; furniture purchased through other vendors sometimes does not
- The Facilities team often receives requests to repair furniture that has broken/fallen apart
- Substandard/unrepairable furniture ends up in our warehouse and unused after a short period of time
- In not providing a preferred vendor, we sometimes end up with furniture purchases that are not office suitable and are based on individual taste
- In not providing uniformity, we have personnel leave/retire/etc. and new personnel ask for furniture replacements that are more "businesslike"

Recommended update to policy language attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Furniture Purchasing Policy Draft

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/19/2023 09:43 AM
Form Started By: Joy Simonton		Started On: 04/17/2023 03:59 PM
Final Approval Date: 04/19/2023		

WILLIAMSON COUNTY PURCHASING POLICY

(NEW SECTION)

FURNITURE PURCHASING GUIDELINES

For those Department Heads or Elected Officials that are selecting/purchasing furniture for personal office space the following Furniture Purchasing Guidelines shall apply:

Brand: In the interest of maintaining the best value for the investment and creating a cohesive, professional atmosphere with durable furnishings that can be utilized in most departments, the HON brand of furniture is recommended and preferred.

Purchasing Path: HON furnishings are available through National Business Furniture on Buy Board Contract #677-22.

Projects: Other project-oriented furniture for common space installations such as remodels and new construction shall be selected and installed by the Facilities Management Department.

Life cycle: Furniture should only be replaced in the event that it is broken, worn and/or unable to be utilized.

Approval: Quotes and images of requested furniture shall be submitted to the Budget Department during the budget process for review to ensure compliance with the Furniture Purchasing Guidelines. Like-type requests may be considered. If the requested furniture is found to be in conformance with the Furniture Purchasing Guidelines, the purchase will then need to be reviewed and approved again through the purchasing process.

Commissioners Court - Regular Session **43.**

Meeting Date: 04/25/2023

Approval of Construction Agreement for Southwest Regional Park Baseball and Softball Restroom

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the construction agreement #2023179 with Falkenberg Construction Company, Inc. for interior restroom renovations at the Southwest Regional Park (SWRP) Baseball and Softball fields, 3005 CO Rd 175, Leander, TX 78641 in the amount of one hundred eighty-four thousand seventy-nine and sixty-nine cents ($184,079.69) via BuyBoard cooperative Contract #581-19 and authorizing the execution of this agreement. Funding Source is P606.

Background

Approval of this item will support the operations at the SWRP Baseball and Softball fields for the Parks Department. The scope of work for the base work is $133,556.40 which includes cleaning and prepping existing flooring, installing new solids pigmented epoxy product with full broadcast of color flakes, install of one (1) clear coat of polyaspartic sealer, replacing plastic partitions with hooks, replacing urinal screens and urinals in men's restroom, replacing mirrors, remove and install new mounted water closets, install new manual faucets, install new restroom appliances, toilet paper dispensers, sanitary napkin receptacle, soap dispenser, demo and replace countertops, provide and install new laminate base with ADA compliant approach. There are two additional alternate scopes included. Alternate #1 is for power wash, clean and paint all walls and structural steel on the interior and provide and install two (2) new doors, frames, and hardware for $19,897.53. Alternate #2 is for demo of existing light fixtures in restroom and concession stand, provide and install new LED exterior light fixtures, demo existing drinking fountain, provide and install new drinking fountain, install a new standard water meter within the chase and repair existing masonry as needed for new fountain in the amount of $30,625.76. The total amount of the base work and two alternates is $184,079.69. BuyBoard cooperative has approved the scope of work and advised it is in compliance with coop contract #581-19. Legal, Budget and Audit Departments have approved this project. The Funding source is P606 . Point of contract is Keith Geer or Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/20/2023 10:52 AM
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:54 AM
Form Started By: Stephanie Robles		Started On: 04/20/2023 10:37 AM
Final Approval Date: 04/20/2023		

Agreement for Construction Services

(Cooperative Contract - Buy Board 581-19)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Falkenberg Construction Company, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of the Williamson County Southwest Regional Park Baseball & Softball Restroom Interior Renovations (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools, and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the amounts below set out below, being paid in accordance with the terms and conditions of this Agreement:

1. BASE Work as set out in Exhibit "A", the sum of **One Hundred Thirty-Three Thousand Five Hundred Fifty-Six and 40/100 Dollars ($133,556.40)**;
2. Alternate #1 Work as set out in Exhibit "A", the sum of **Nineteen Thousand Eight Hundred Ninety-Seven and 53/100 ($19,897.53)**; and
3. Alternate #2 Work as set out in Exhibit "A", the sum of **Thirty Thousand Six Hundred Twenty-Five and 76/100 ($30,625.76)**.

GRAND TOTAL (BASE Work, Alternate #1 Work and Alternate #2 Work): **One Hundred Eighty-Four Thousand Seventy-Nine and 69/100 ($184,079.69)**

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall include the scope set forth in the attached hereto as Exhibit "A", as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **one hundred fifty (150) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall

achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner 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, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500.00) per 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 Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

4.2.2 Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, 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.

4.2.3 Notwithstanding anything to the contrary in this Agreement, if Owner 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, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:
5.1 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price 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.

5.2 Applications For Payment

5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values 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 may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the Contract Documents.

5.2.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

5.2.1.2 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.

5.2.1.3 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 (if any) 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.

5.2.2 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.

5.2.3 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.

5.2.3.1 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), provided 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.

5.2.3.2 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, including, without limitation, the duty to defend and indemnify Owner.

5.2.3.3 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Texas Government Code, Chapter 2252, Subchapter B. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

5.2.3.4 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.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner 's reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner'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 Owner. 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 Owner 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 Price.

5.4 Decisions To Withhold Certification

5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner 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's opinion to protect the Owner from loss for which the Contractor is responsible because of:

5.4.1.1 defective Work not remedied;
5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;
5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the

Contract Price;

5.4.1.5 damage to the Owner or a separate contractor;

5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);

5.4.1.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

5.4.1.10 repeated failure to carry out the Work in accordance with the Contract Documents.

5.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

5.5.1 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.

5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the 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.

5.5.3 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. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

5.5.4 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.

5.6 Failure Of Payment

5.6.1 If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner 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, stop the Work until payment of the amount owing has been received.

5.6.2 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 Price 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 Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

5.7.1 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.

5.7.2 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 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.

5.7.3 Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner'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. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.

5.7.4 When the Work or designated portion thereof is substantially complete, the 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.

5.7.5 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 of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

5.8 Partial Occupancy or Use

5.8.1 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, 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 Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

5.8.2 Immediately prior to partial occupancy or use, the Owner and Contractor 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.

5.8.3 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.

5.9 Final Completion and Final Payment

5.9.1 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 will make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

5.9.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (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 Agreement, to the extent and in such form as may be designated by the Owner.

5.9.3 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 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

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

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

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

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

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$250,000 Ea. Accident
Bodily Injury by Disease	$250,000 Ea. Employee
Bodily Injury by Disease	$250,000 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:	$500,000	

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$500,000	$500,000
Property damage	$500,000	$500,000
Aggregate policy limits	No aggregate limit	

Builder's Risk Insurance (*all risks*)

An all-risks policy shall be in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner

shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

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

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

6.5.3 Policies must include the following clauses, as applicable.

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

6.5.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers'

compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

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

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

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

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") 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 CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this

Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

9.1 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", as defined below. 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.

9.1.2 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 of 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.

9.1.3 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.

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the

United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the 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.

9.3 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 or update thereto pursuant to previsions 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.

9.4 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.

9.5 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. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) 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 (11^{th}) 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.

9.6 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 herein 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.

9.7 Prevailing Wage Retainage. Money retained pursuant to this section 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 in this section.

9.8 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.

ARTICLE 10 BONDS:

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

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

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Contract Documents.

ARTICLE 11 MISCELLANEOUS PROVISIONS:

11.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street

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

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

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

11.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

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

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

11.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

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

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

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

11.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

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

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

11.13 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its

provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

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

OWNER:	**CONTRACTOR:**
Williamson County, Texas, a political subdivision of the state of Texas	Falkenberg Construction Company, Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: John E. Castro
Title: _____	Title: President
Date: _____	Date: 19 April 2023

Exhibit “A”

Article I.

Renovate men's and women's restroom at the County Southwest Regional Parks Baseball Softball Complex

BASE Scope of Work:

Clean and prep existing floor as needed for new epoxy
Install new 100% solids pigmented epoxy product w/ full broadcast of color flakes
Install (1) one coat of clear 85% solids fast curing polyaspartic sealer coat
Demo existing and install new solid plastic partitions w/hooks
Cut out existing CMU block as needed and shore the temporary opening
Demo existing and install new solid plastic urinal screens in men's restroom
Demo existing mirrors and install new
Demo and provide/install new wall mounted water closets w/manual flush
valves Demo and provide/install new wall mounted urinals w/manual flush
valves Demo and install new spring loaded manual operation faucets
Install new Restroom appliances, TP dispensers, Sanitary Napkin receptacle, soap dispenser
Demo existing countertops, faucets, sinks and millwork
Provide and install new solid surface countertops with integral sinks
Provide and install new laminate base with ADA compliant approach

Millwork/counters could be 8+ weeks lead time

RS Means		$	132,958.09
Coefficient	0.98	$	(2,659.16)
Subtotal		$	130,298.93
Bond	2.50%	$	3,257.47
TOTAL			**$133,556.40**

One Hundred Thirty-Three Thousand Five Hundred Fifty-Six and 40/100 Dollars

Article II.

Alternate # 1

Power wash, clean and paint all walls and structural steal on the interior
Provide and install two(2) new doors, frames and hardware, finish as needed

RS Means		$	19,808.39
Coefficient	0.98	$	(396.17)
Subtotal		$	19,412.22
Bond	2.50%	$	485.31
TOTAL			**$19,897.53**

Nineteen Thousand Eight Hundred Ninety-Seven and 53/100 Dollars

Article III.

Alternate # 2

Demo existing light fixtures within restrooms and
concession stand Provide and install new LED exterior light
fixtures
Demo existing drinking fountain and turn over to WilCo
Provide and install new drinking fountain per submittals(color TBD)
Install a new standard water meter within the chase to read the fountain if
desired Repair existing masonry as needed to allow for new fountain

RS Means		$	30,488.56
Coefficient	0.98	$	(609.77)
Subtotal		$	29,878.79
Bond	2.50%	$	746.97
TOTAL			**$30,625.76**

Thirty Thousand Six Hundred Twenty-Five and 76/100 Dollars

Grand Total: $184,079.69

One Hundred Eighty-Four Thousand Seventy-Nine and 69/100 Dollars

Cost Estimate Report

Williamson County / Keith Geer

Leander, Texas, 78641

3005 Co Rd 175

Date: 02/14/2023

WilCo_Baseball Softball RR Interior Reno_

Year 2023 Quarter 1

Unit Detail Report

Prepared By: Triston Moore FALKENBERG CONSTRUCTION CO

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	**General Requirements**				
015433406410	Rent toilet portable chemical, Incl. Hourly Oper. Cost.	20.00	Day	$30.00	$599.94
015626500100	Temporary fencing, chain link, 6' high, 11 ga	200.00	L.F.	$8.58	$1,716.00
017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	20.00	M.S.F.	$67.93	$1,358.60
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	2.00	M.S.F.	$92.89	$185.78
Division 01	**General Requirements Subtotal**				**$3,860.32**
Division 02	**Existing Conditions**				
024113301000	Minor site demolition, masonry walls, block, solid, excludes hauling	300.00	C.F.	$3.78	$1,134.00
024113304290	Minor site demolition, masonry pavers, excludes hauling, minimum labor/equipment charge	1.00	Job	$371.19	$371.19
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	4.00	Week	$850.00	$3,400.00
024119192040	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	40.00	C.Y.	$79.13	$3,165.20
024119192080	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, hand carried, cost to be added to demolition cost	40.00	C.Y.	$36.86	$1,474.40
024119213000	Selective demolition, gutting, building interior, includes disposal, excludes dumpster fees, minimum labor/equipment charge	1.00	Job	$915.71	$915.71
028719200100	Infectious control protection, plastic sheeting, 6 mil, applied to floors, includes PPE	900.00	S.F.	$0.35	$315.00
Division 02	**Existing Conditions Subtotal**				**$10,775.50**
Division 03	**Concrete**				

LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
030130620100		Patching concrete, floors, small area, regular grout, 1/4" thick	450.00	S.F.	$3.89	$1,750.50
030130629000		Patching concrete, minimum labor/equipment charge	1.00	Job	$95.32	$95.32
033543100210		Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 40-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes	2.50	M.S.F.	$1,525.46	$3,813.65
038116500800		Concrete sawing, concrete walls, plain, per inch of depth, hydraulic saw	450.00	L.F.	$8.93	$4,018.50
038116500890		Selective demolition, concrete cutting, wall, minimum labor/equipment charge	1.00	Job	$1,109.85	$1,109.85
Division 03	**Concrete Subtotal**					**$10,787.82**
Division 04	**Masonry**					
040120209000		Pointing masonry, minimum labor/equipment charge	1.00	Job	$159.65	$159.65
040120300300		Pointing masonry, cut and re-point block, hard mortar, running bond	90.00	S.F.	$2.97	$267.30
040120520200		Cleaning masonry, new construction, light construction dust, by chemical, brush and rinse, excludes scaffolding	90.00	S.F.	$0.97	$87.30
040120529000		Cleaning masonry, minimum labor/equipment charge	1.00	Job	$966.89	$966.89
040505109000		Selective demolition, masonry, minimum labor/equipment charge	1.00	Job	$214.20	$214.20
040513100100		Cement, masonry, 70 lb. Bag, truckload lots	10.00	Bag	$13.92	$139.20
040519260015		Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed horizontally, ASTM A615	200.00	Lb.	$2.03	$406.00
040519260050		Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed vertically, ASTM A615	200.00	Lb.	$2.36	$472.00
040519260700		Masonry reinforcing bars, ladder type steel joint reinforcing, mill standard galvanized, 8" wall, 9 ga. sides, 9 ga. ties	1.00	C.L.F.	$43.53	$43.53
042210102600		Concrete block, hollow, normal weight, 2000 psi, 8" x 8" x 16", includes material only	200.00	Ea.	$2.11	$422.00
Division 04	**Masonry Subtotal**					**$3,178.07**
Division 06	**Wood, Plastics and Composites**					
060505201500		Selective demolition, millwork and trim, counter top, straight runs	30.00	L.F.	$3.41	$102.30
060505209000		Selective demolition, millwork and trim, minimum labor and equipment charge	1.00	Job	$85.20	$85.20
061110022780		2" x 8" miscellaneous wood blocking, to steel construction, per M.B.F.	1.00	M.B.F.	$3,368.55	$3,368.55
061110029000		Miscellaneous wood blocking, minimum labor/equipment charge	1.00	Job	$105.83	$105.83
Division 06	**Wood, Plastics and Composites Subtotal**					**$3,661.88**
Division 07	**Thermal and Moisture Protection**					

LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
079213204100		Joint sealants, caulking and sealants, silicone rubber, bulk	1.00	Gal.	$108.83	$108.83
Division 07	**Thermal and Moisture Protection Subtotal**					**$108.83**
Division 08	**Openings**					
088313102500		Mirrors, stock sizes, one way transparent, bathroom, unframed, tempered, 1/4" thick	40.00	S.F.	$26.23	$1,049.20
Division 08	**Openings Subtotal**					**$1,049.20**
Division 09	**Finishes**					
090505200600		Flooring demolition, composition, acrylic or epoxy	1,800.00	S.F.	$1.74	$3,132.00
090505209000		Flooring demolition, minimum labor/equipment charge	2.00	Job	$86.85	$173.70
090505303820		Walls and partitions demolition, toilet partitions, metal or plastic	9.00	Ea.	$43.43	$390.87
090505309000		Walls and partitions demolition, minimum labor/equipment charge	2.00	Job	$86.85	$173.70
096519239500		Flooring, minimum labor/equipment charge	1.00	Job	$115.39	$115.39
096723231500		Composition flooring, epoxy, heavy duty epoxy topping, 1/4" thick, 1,000 to 2,000 S.F.	1,900.00	S.F.	$13.13	$24,947.00
Division 09	**Finishes Subtotal**					**$28,932.66**
Division 10	**Specialties**					
100505101105		Specialties demolition, demolition, mirror, wall mounted	6.00	Ea.	$16.40	$98.40
100505101910		Specialties demolition, toilet cubicles, remove	9.00	Ea.	$123.00	$1,107.00
100505101930		Urinal screen, remove	3.00	Ea.	$41.00	$123.00
102113135600		Urinal screen, floor mounted, stainless steel	2.00	Ea.	$633.70	$1,267.40
102113191760		Toilet cubicles, floor mounted, polymer plastic	9.00	Ea.	$1,181.21	$10,630.89
102113192100		Partitions, toilet, plastic, cubicles, floor mounted, for handicap units, add	3.00	Ea.	$158.10	$474.30
102113199000		Partitions, toilet, plastic, minimum labor/equipment charge	2.00	Job	$244.36	$488.72
102114169000		Toilet compartment components, plastic-laminate clad, minimum labor/equipment charge	2.00	Job	$152.52	$305.04
102114190130		Toilet compartment components, pilaster, floor anchored, polymer plastic, 7" wide x 70" high	8.00	Ea.	$265.57	$2,124.56
102114190310		Toilet compartment components, door, polymer plastic, 24" wide x 55" high	10.00	Ea.	$504.27	$5,042.70
102114190430		Toilet compartment components, headrail, for polymer plastic, 84" long	6.00	Ea.	$59.46	$356.76
102114199000		Toilet compartment components, plastic, minimum labor/equipment charge	1.00	Job	$152.52	$152.52
102223139000		Partitions, minimum labor/equipment charge	1.00	Job	$405.90	$405.90

LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
102813134200		Toilet accessories, sanitary napkin/tampon dispenser recessed	2.00	Ea.	$472.67	$945.34
102813139000		Toilet accessories, minimum labor/equipment charge	1.00	Job	$122.18	$122.18
102813139996		Toilet accessories, installation only, grab bars, straight, satin finish, 2-1/2" diameter x 42" long	6.00	Ea.	$34.03	$204.18
Division 10	**Specialties Subtotal**					**$23,848.89**
Division 12	**Furnishings**					
123661162100		Solid surface countertop, acrylic polymer, solid colors, pricing for orders of 1-50 LF, 25" wide	30.00	L.F.	$149.96	$4,498.80
123661163900		Solid surface countertop, acrylic polymer, sinks, single bowl, hard seamed, solid colors, pricing for orders of 1-50 units, 13" x 17"	4.00	Ea.	$946.61	$3,786.44
Division 12	**Furnishings Subtotal**					**$8,285.24**
Division 22	**Plumbing**					
220505100760		Cleanouts and drains, up thru 4" diameter, selective demolition	12.00	Ea.	$55.71	$668.52
220505101220		Fixture, counter top lavatory, disconnect and remove	4.00	Ea.	$69.49	$277.96
220505101300		Fixture, sink, single compartment, selective demolition	8.00	Ea.	$69.49	$555.92
220505101420		Fixture, water closet, wall mounted, selective demolition	6.00	Ea.	$79.50	$477.00
220505101520		Fixture, urinal, wall mounted, selective demolition, includes 10' piping	2.00	Ea.	$79.50	$159.00
220505102162		Pipe, plastic, with fittings, 2" thru 3" diameter, selective demolition	120.00	L.F.	$2.78	$333.60
220505106100		Fixture, plumbing, remove and reset fixtures, difficult access	8.00	Ea.	$138.97	$1,111.76
220505109000		Plumbing, selective demolition, minimum labor/equipment charge	1.00	Job	$278.57	$278.57
220505109100		Valves or strainers and similar, metal, up thru 1-1/2" diameter, selective demolition	4.00	Ea.	$20.03	$80.12
220523201450		Valves, bronze, ball, 150 psi, 1/2", threaded or soldered	12.00	Ea.	$51.30	$615.60
221316601100		Traps, cast iron, service weight, running P trap, 2", excluding vent	4.00	Ea.	$351.61	$1,406.44
221316609000		Traps, minimum labor/equipment charge	2.00	Job	$183.52	$367.04
224139102290		Faucets/fittings, lavatory faucet, center set with single control lever handle, polished chrome, with pop-up drain	4.00	Ea.	$411.56	$1,646.24
224139109000		Faucets/fittings, minimum labor/equipment charge	1.00	Job	$137.64	$137.64
224213133100		Water closet, bowl only, wall hung, includes flush valve and seat	6.00	Ea.	$1,432.67	$8,596.02
224213133560		Water closet, gang back to back carrier system, rough-in, supply, waste and vent, for pair hook-up	3.00	Pair	$4,540.83	$13,622.49
224213139000		Water closet, minimum labor/equipment charge	1.00	Job	$248.00	$248.00
224213163300		Urinal, wall hung, rough-in, supply, waste and vent	2.00	Ea.	$1,968.38	$3,936.76
224213165000		Urinal, stall type, vitreous china, with self-closing valve	2.00	Ea.	$1,603.50	$3,207.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
224213169000	Urinal, minimum labor/equipment charge	2.00	Job	$248.00	$496.00
224216409000	Sink, minimum labor/equipment charge	1.00	Job	$248.00	$248.00
Division 22 Plumbing Subtotal					**$38,469.68**
Subtotal					**$132,958.09**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$132,958.09**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$132,958.09**
General Contractor's Overhead and Profit				**0.00%**	**$0.00**
Grand Total					**$132,958.09**

Cost Estimate Report

Williamson County / Keith Geer

Leander, Texas, 78641

3005 Co Rd 175

Date: 02/13/2023

WilCo_Baseball Softball RR Interior Reno_

Year 2023 Quarter 1

Unit Detail Report

Prepared By: Triston Moore FALKENBERG CONSTRUCTION CO

LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 02	**Existing Conditions**					
028719200140		Infectious control protection, tempered hardboard, 1/8", floor covering, includes PPE	900.00	S.F.	$1.93	$1,737.00
Division 02	**Existing Conditions Subtotal**					**$1,737.00**
Division 08	**Openings**					
080111101130		Door & window maintenance, install door	2.00	Ea.	$61.90	$123.80
080505100202		Door demolition, exterior door, single, 3' - 6" x 7' high, 1-3/4" thick, remove	2.00	Ea.	$27.15	$54.30
080505102000		Door demolition, door frames, metal, remove	2.00	Ea.	$50.50	$101.00
080505102205		Door demolition, door hardware, remove	2.00	Ea.	$8.85	$17.70
080505109000		Door demolition, minimum labor/equipment charge	1.00	Job	$101.00	$101.00
081213131000		Frames, steel, knock down, hollow metal, single, 16 ga., up to 4-7/8" deep, 3'-0" x 7'-0"	2.00	Ea.	$308.09	$616.18
081213139000		Frames, hollow metal, minimum labor/equipment charge	1.00	Job	$99.88	$99.88
081313130100		Doors, hollow metal, commercial, steel, flush, full panel, hollow core, 1-3/8" thick, 20 ga., 3'-0" x 7'-0"	2.00	Ea.	$369.68	$739.36
087120152600		Door hardware, school, single, classroom, ANSI F88, complete set incl. lever	2.00	Door	$1,023.80	$2,047.60
087120301520		Door hardware, door closer, rack and pinion, backcheck, overhead concealed, all sizes, regular arm	2.00	Ea.	$456.56	$913.12
087120411420		Door hardware, deadbolt lock, single cylinder	2.00	Ea.	$165.13	$330.26
087120950040		Door hardware, kick plate, stainless steel, .05", 16 ga, 8" x 34"	2.00	Ea.	$92.29	$184.58
Division 08	**Openings Subtotal**					**$5,328.78**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 09 Finishes					
090190930670	Surface preparation, exterior, siding, scrape & sand, Texture 1-11, heavy	2,400.00	S.F.	$1.01	$2,424.00
090190940750	Surface preparation, interior, walls, wash, masonry, brick & block, smooth	2,400.00	S.F.	$0.13	$312.00
090190949010	Surface preparation, interior, minimum labor/equipment charge	1.00	Job	$121.01	$121.01
099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	1,500.00	S.F.	$0.67	$1,005.00
099113601800	Paints & coatings, siding, exterior, for work over 12' h, from pipe scaffolding, add	1.00	S.F.	$0.07	$108.00
099113609000	Paints & coatings, siding, exterior, minimum labor/equipment charge	1.00	Job	$155.61	$155.61
099113700350	Paints & coatings, exterior doors, panel, both sides, roll & brush, finish coat, exterior latex, incl. frame & trim	2.00	Ea.	$64.32	$128.64
099113900420	Paints & coatings, walls, concrete masonry units (CMU), smooth surface, second coat, latex, roller	4,500.00	S.F.	$0.24	$1,080.00
099113900540	Paints & coatings, walls, concrete masonry units (CMU), porous, first coat, latex, roller	4,500.00	S.F.	$0.32	$1,440.00
099710100200	Paints & coatings, exterior alkyd (oil base), flat, in 5 gallon lots	30.00	Gal.	$87.16	$2,614.80
099710100400	Paints & coatings, exterior alkyd (oil base), primer, in 5 gallon lots	5.00	Gal.	$48.11	$240.55
099710101000	Paints & coatings, exterior latex, semi-gloss, in 5 gallon lots	50.00	Gal.	$62.26	$3,113.00
Division 09 Finishes Subtotal					**$12,742.61**
Subtotal					**$19,808.39**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$19,808.39**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$19,808.39**
General Contractor's Overhead and Profit				**0.00%**	**$0.00**
Grand Total					**$19,808.39**

Cost Estimate Report

Williamson County / Keith Geer

Leander, Texas, 78641

3005 Co Rd 175

Date: 02/14/2023

WilCo_Baseball Softball RR Interior Reno_

Year 2023 Quarter 1

Unit Detail Report

Prepared By: Triston Moore FALKENBERG CONSTRUCTION CO

LineNumber		Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 02	**Existing Conditions**					
024113301000		Minor site demolition, masonry walls, block, solid, excludes hauling	100.00	C.F.	$3.78	$378.00
028719200140		Infectious control protection, tempered hardboard, 1/8", floor covering, includes PPE	1,200.00	S.F.	$1.92	$2,304.00
Division 02	**Existing Conditions Subtotal**					**$2,682.00**
Division 03	**Concrete**					
030130620100		Patching concrete, floors, small area, regular grout, 1/4" thick	100.00	S.F.	$3.89	$389.00
030130629000		Patching concrete, minimum labor/equipment charge	1.00	Job	$95.32	$95.32
038116500890		Selective demolition, concrete cutting, wall, minimum labor/equipment charge	1.00	Job	$1,109.85	$1,109.85
Division 03	**Concrete Subtotal**					**$1,594.17**
Division 04	**Masonry**					
040120520240		Cleaning masonry, new construction, heavy construction dust, drips or stains, by chemical, brush and rinse, excludes scaffolding	100.00	S.F.	$1.64	$164.00
040120529000		Cleaning masonry, minimum labor/equipment charge	1.00	Job	$966.89	$966.89
040505109000		Selective demolition, masonry, minimum labor/equipment charge	1.00	Job	$214.20	$214.20
040513100100		Cement, masonry, 70 lb. Bag, truckload lots	10.00	Bag	$13.92	$139.20
Division 04	**Masonry Subtotal**					**$1,484.29**
Division 06	**Wood, Plastics and Composites**					
061110029000		Miscellaneous wood blocking, minimum labor/equipment charge	1.00	Job	$105.83	$105.83

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 06	**Wood, Plastics and Composites Subtotal**				**$105.83**
Division 22	**Plumbing**				
220505109000	Plumbing, selective demolition, minimum labor/equipment charge	2.00	Job	$278.57	$557.14
224713103960	Drinking fountain, wall mounted, non-recessed, vitreous china, single bubbler, for connection to cold water supply, for freeze-proof valve system, add	1.00	Ea.	$1,976.25	$1,976.25
224713103980	Drinking fountain, wall mounted, non-recessed, for connection to cold water supply, for rough-in, supply and waste, add	1.00	Ea.	$999.45	$999.45
224713109000	Drinking fountain, minimum labor/equipment charge	1.00	Job	$275.90	$275.90
Division 22	**Plumbing Subtotal**				**$3,808.74**
Division 26	**Electrical**				
260505102620	Incandescent fixtures, exterior, 100 Watt, electrical demolition, remove, wall mount	4.00	Ea.	$19.34	$77.36
265113509000	Interior lighting fixtures, minimum labor/equip charge	1.00	Job	$161.74	$161.74
265623550110	Exterior LED fixture, wall mounted, indoor/outdoor, 32 watt, incl lamps	4.00	Ea.	$539.59	$2,158.36
265623550420	Exterior LED fixture, wall pack, poly w/photocell, 50 watt, incl lamps	18.00	Ea.	$1,015.92	$18,286.56
265633109000	Exterior fixtures, minimum labor/equipment charge	1.00	Job	$129.51	$129.51
Division 26	**Electrical Subtotal**				**$20,813.53**
Subtotal					**$30,488.56**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$30,488.56**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$30,488.56**
General Contractor's Overhead and Profit				**0.00%**	**$0.00**
Grand Total					**$30,488.56**

Commissioners Court - Regular Session **44.**

Meeting Date: 04/25/2023

Approval of Emergency Services Contract for Roof Repairs from South Texas Restoration, Inc. for IT/Wireless Communications

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving and ratifying the Emergency Services Contract #2023176 between Williamson County and South Texas Restoration, Inc. for the amount of $5,059.22, and exempting the service from the competitive bidding requirements as per Section 262.024 (a)(3) [an item necessary because of unforeseen damage to public property] and authorizing the execution of the agreement.

Background

This Emergency Services Contract is to repair roofs at four (4) separate tower site locations from ice damage due to winter storm Mara. No damages were found to the interiors of these structures. This contract includes hauling off the debris. Legal and Contract Audit have reviewed this contract. Funding source is 01.0507.0507.004987 per FY23 budget. The department point of contact is Rick Akins.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

South Texas Restoration Redacted Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/18/2023 03:45 PM
County Judge Exec Asst.	Becky Pruitt	04/19/2023 09:25 AM
Form Started By: Mary Watson		Started On: 04/03/2023 10:30 AM
Final Approval Date: 04/19/2023		

WILLIAMSON COUNTY
EMERGENCY SERVICES CONTRACT
(South Texas Restoration, Inc.)

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 the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS EMERGENCY SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **South Texas Restoration, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain 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 services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date set out on the signature page hereinbelow or when terminated pursuant to this Contract, whichever event occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed rate for the specific project herein as set out in **Exhibit "A"**. The amount of compensation paid to Service Provider for the services shall be capped at Five Thousand and Fifty-Nine Dollars and Twenty-Two Cents ($5,059.22). 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption for sales and use taxes. The County agrees to provide exemption certificates upon request.

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*)	$1,000,000	$1,000,000

Aggregate policy limits:	$2,000,000

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

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

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

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

V.

No Agency Relationship & Indemnification: 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 itself out as an agent or official representative of the County. 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. 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.

VI.

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.

VII.

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.

VIII.

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. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

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 reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Service Provider for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

The County also reserves the right to terminate the Contract for default if Service Provider breaches any of the Contract specifications, terms and conditions, including warranties of the Service Provider, if any, or if the Service Provider becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

X.

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.

XI.

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.

XII.

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.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: 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 into this Contract include the following:

A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions

where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

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.

XIII.

REQUIRED FEMA CONTRACT PROVISIONS

The undersigned Service Provider agrees to comply with the following FEMA Required Contract Provisions to the extent that such provisions are applicable under the Contract. For purposes of these FEMA Required Contract Provisions, any reference to "Contractor" shall also mean and include "Service Provider" under this Contact.

SECTION I. EQUAL EMPLOYMENT OPPORTUNITY

a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.

   i. Construction Work. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. During the performance of this contract, the contractor agrees as follows:

   1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

      Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these

undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SECTION II. DAVIS-BACON ACT (*Applicable for Construction Contracts over $2,000*)

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contract Recipient shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

SECTION III. COPELAND ANTI-KICKBACK ACT (*Applicable for Construction Contacts over $2,000*)

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in C.F.R. § 5.122.

SECTION IV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

SECTION V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.

b. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

e. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) through (e) of this section.

SECTION VI. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Contracts over $150,000)*

a. Clean Air Act:

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

iii. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Act:

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

iii. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

SECTION VII. DEBARMENT AND SUSPENSION (*Applicable to Contracts over $25,000*)

a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION VIII. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over $100,000)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SECTION IX. PROCUREMENT OF RECOVERED MATERIALS (*Applicable to Contracts over $10,000 and involves use of certain materials designated by EPA*)

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SECTION X. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. Prohibitions:

   i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

   ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:

   i. This clause does not prohibit contractors from providing:

      1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

      2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

   ii. By necessary implication and regulation, the prohibitions also do not apply to:

      1. Covered telecommunications equipment or services that:

         a. Are not used as a substantial or essential component of any system; and

         b. Are not used as critical technology of any system.

      2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.

   i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the contractor is notified of such by a

subcontractor as any tier or by any other source, the contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission od covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

SECTION XI. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. For purposes of the clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Judge Bill Gravell, Jr.
Williamson County Judge

Date: _____ ____, 20____

SERVICE PROVIDER:

South Texas Restoration, Inc.
Name of Service Provider

_____
Authorized Signature

Arnulfo Escamilla
Printed Name

Date: 04 03, 2023

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before 5-7 calendar days. From agreed Start date. R

Cooperative Purchasing Contract or Agreement (if applicable): _____

EXHIBIT A

South Texas Restoration, Inc.

6529 Cunningham rd., Suite 2202
Houston, Tx 77041

Client:	Wireless Communication		
Property:	Multiple Properties Georgetown, TX 78626		
Operator:	STRHOUTX		
Estimator:	Arnulfo Escamilla	Business:	(713) 996-0628
Business:	6529 Cunningham Rd., Suite 2202 Houston, TX 77041		
Reference:		Business:	(713) 996-0628
Company:	South Texas Restoration, Inc.	E-mail:	aescamilla@southtexasrestoration.com
Business:	6529 Cunningham Rd., Suite 2202 Houston, TX 77041		
Type of Estimate:	Weight of Ice & Snow		
Date Entered:	3/23/2023	Date Assigned:	
Price List:	TXAU8X_MAR23		
Labor Efficiency:	Restoration/Service/Remodel		
Estimate:	[redacted]		

This proposal is to repair roofs at 4 separate locations from ice damage to roof surfaces only. No damage was found to the interior of these structures. If you have any questions in reference to this proposal feel free to contact me at the number above.

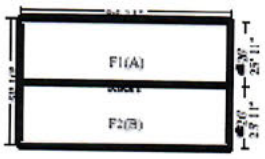
South Texas Restoration, Inc.
6529 Cunningham rd., Suite 2202
Houston, Tx 77041

[redacted] [redacted]

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Haul debris - per pickup truck load - including dump fees	1.00 EA	159.22	0.00	0.00	159.22
Total: [redacted]				0.00	159.22

151 Carlson Cove

Main Level



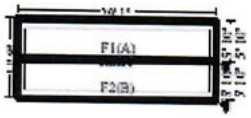
Roof1

4,520.80 Surface Area
277.86 Total Perimeter Length
45.21 Number of Squares
86.92 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
2. Cut out damaged areas as needed prep, install fiber mesh, adhesive, and apply granules as need.	1.00 EA	0.00	1,250.00	0.00	1,250.00
Totals: Roof1				0.00	1,250.00
Total: Main Level				**0.00**	**1,250.00**
Total: 151 Carlson Cove				**0.00**	**1,250.00**

7800 CR 424

Main Level



Roof1

340.48 Surface Area
81.58 Total Perimeter Length
3.40 Number of Squares
29.08 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
3. Roofing Repair - TPO - 90mil 2 areas to be prep and patched	1.00 EA	0.00	850.00	0.00	850.00
Totals: Roof1				0.00	850.00

[redacted]

Total: Main Level	0.00	850.00
Total: 7800 CR 424	0.00	850.00

5251 CR 200
Main Level

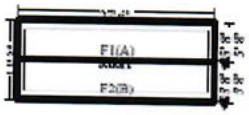
Roof1

347.83 Surface Area
82.58 Total Perimeter Length
3.48 Number of Squares
29.50 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
4. Cut out damaged areas as needed, repair decking, prep, install fiber mesh, adhesive, and apply granules as need.	1.00 EA	0.00	1,550.00	0.00	1,550.00
Totals: Roof1				0.00	1,550.00
Total: Main Level				0.00	1,550.00
Total: 5251 CR 200				0.00	1,550.00

1900 Cougar County Drive
Main Level

Roof1



310.45 Surface Area
77.58 Total Perimeter Length
3.10 Number of Squares
27.50 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
5. Cut out damaged areas as needed, prep, install fiber mesh, adhesive, and apply granules as need.	1.00 EA	0.00	1,250.00	0.00	1,250.00
Totals: Roof1				0.00	1,250.00
Total: Main Level				0.00	1,250.00

[redacted]

Total: 1900 Cougar County Drive	0.00	1,250.00
Line Item Totals: FQT2048	0.00	5,059.22

Grand Total Areas:

0.00	SF Walls	0.00	SF Ceiling	0.00	SF Walls and Ceiling
0.00	SF Floor	0.00	SY Flooring	0.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	0.00	LF Ceil. Perimeter
0.00	Floor Area	0.00	Total Area	0.00	Interior Wall Area
110.61	Exterior Wall Area	0.00	Exterior Perimeter of Walls		
5,519.55	Surface Area	55.20	Number of Squares	519.60	Total Perimeter Length
173.00	Total Ridge Length	0.00	Total Hip Length		

[redacted]

South Texas Restoration, Inc.
6529 Cunningham rd., Suite 2202
Houston, Tx 77041

Summary

Line Item Total	5,059.22
Replacement Cost Value	~~$5,059.22~~
Net Claim	$5,059.22

Annulfo Escamilla

4/3/2023

[redacted]

South Texas Restoration, Inc.
6529 Cunningham rd., Suite 2202
Houston, Tx 77041

Recap by Room

Estimate: [redacted]	159.22	3.15%
Area: 151 Carlson Cove		
Area: Main Level		
Roofl	1,250.00	24.71%
Area Subtotal: Main Level	1,250.00	24.71%
Area Subtotal: 151 Carlson Cove	1,250.00	24.71%
Area: 7800 CR 424		
Area: Main Level		
Roofl	850.00	16.80%
Area Subtotal: Main Level	850.00	16.80%
Area Subtotal: 7800 CR 424	850.00	16.80%
Area: 5251 CR 200		
Area: Main Level		
Roofl	1,550.00	30.64%
Area Subtotal: Main Level	1,550.00	30.64%
Area Subtotal: 5251 CR 200	1,550.00	30.64%
Area: 1900 Cougar County Drive		
Area: Main Level		
Roofl	1,250.00	24.71%
Area Subtotal: Main Level	1,250.00	24.71%
Area Subtotal: 1900 Cougar County Drive	1,250.00	24.71%
Subtotal of Areas	5,059.22	100.00%
Total	5,059.22	100.00%

[redacted]

South Texas Restoration, Inc.
6529 Cunningham rd., Suite 2202
Houston, Tx 77041

Recap by Category

Items	Total	%
GENERAL DEMOLITION	159.22	3.15%
ROOFING	4,900.00	96.85%
Subtotal	5,059.22	100.00%

[redacted]

Commissioners Court - Regular Session **45.**

Meeting Date: 04/25/2023

Award of RFCSP #23CSP38 River Ranch Interpretive Center Completion to Chasco Contractors,

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 RFSCP #23CSP38 River Ranch Interpretive Center Completion to Chasco Contractors, Ltd., LLC, in the amount of $595,776.00 and authorize the execution of the agreement. Funding Source is P465.

Background

Williamson County sent out over seven thousand (7,000) notifications and had thirty-four (34) document takers with two (2) firms submitting a response. The construction services are for the River Ranch Interpretive Center completion. The firms were evaluated and Chasco Contractors, Ltd., LLC was highest ranked and is recommended for award. The funding source is P465. The department point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Contract

Scoring Summary

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/18/2023 03:59 PM
County Judge Exec Asst.	Becky Pruitt	04/19/2023 09:39 AM
Form Started By: Johnny Grimaldo		Started On: 04/06/2023 04:20 PM
Final Approval Date: 04/19/2023		

CONTRACT FOR GENERAL CONSTRUCTION

PROJECT: **River Ranch Interpretive Center Corrections** ("Project")

GENERAL CONTRACTOR: **Chasco Constructors, Ltd., LLC** ("GC")
Charles J. Glace, Jr., President
2801 E. Old Settlers Blvd.
Round Rock, TX 78665

PLANNER, LANDSCAPE ARCHITECT, ARCHITECT & ENGINEER: **Design Workshop, Inc.** ("A/E")
Claire Hempel, PLA, AICP CUD, LEED Green Associate, CDT
812 San Antonio St., Suite 401
Austin, TX 78701

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

THIS CONTRACT FOR GENERAL CONSTRUCTION ("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 body corporate and politic under the laws of the State of Texas ("County") and GC.

R E C I T A L S

WHEREAS, County desires to retain a GC for the **completion of construction at the River Ranch Interpretive Center** (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES
GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests

of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 GENERAL CONDITIONS

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **One Hundred (100) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES
GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC 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 GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **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 GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Five Hundred Ninety-Five Thousand, Seven Hundred Seventy-Six Dollars ($595,776)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Allowable Overhead and Profit Markup on Changes in the Work.

In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.3.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.3.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

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

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

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

Chasco Constructors, Ltd., LLC
Charles J. Glace, President
2801 E. Old Settlers Blvd.
Round Rock, TX 78665

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

ARTICLE 7
NOTICE

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

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

With copy to: Williamson County 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

GC: Chasco Constructors, Ltd., LLC
2801 E. Old Settlers Blvd.
Round Rock, TX 78665

Attention: Charles J. Glace
President

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

ARTICLE 8
DISPUTE RESOLUTION

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

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT

County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1

GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
Chasco Constructors, Ltd., LLC

By: _____
Signature

CHARLES KING
Printed Name

VP
Title

Date Signed: 03.31.23

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

CONSTRUCTION DOCUMENTS

Attach Construction Documents below:

CHASCO CONSTRUCTORS

COMPETITIVE SEALED PROPOSAL

River Ranch Interpretive Center Completion

RFP # 23CSP38

WILLIAMSON COUNTY 1848

March 16, 2023

TABLE OF CONTENTS

Section 1	**Document List**
Section 2	**Description of Work**
	➢ General Project Description ➢ Clarifications, Assumptions, and Qualifications ➢ Exclusions
Section 3	**Cost Summary**
	➢ Cost Estimate ➢ Price Breakdown

Document List

Sheet	Title	Issue Date	Issued By
1 page	Executive Summary	2/13/2023	Williamson County Purchasing Dept.
2 pages	Conflict of Interest Questionnaire	2/13/2023	Williamson County Purchasing Dept.
37 pages	Definitions, Terms and Conditions, Instructions and General Requirements	2/13/2023	Williamson County Purchasing Dept.
6 pages	Additional Stipulations	2/13/2023	Williamson County Purchasing Dept.
3 pages	Statement of Qualifications	2/13/2023	Williamson County Purchasing Dept.
3 pages	Evaluation/Selection Criteria	2/13/2023	Williamson County Purchasing Dept.
1 page	Scope of Work	2/13/2023	Williamson County Facilities Management
15 pages	Contract for General Construction	12/19/2021	Williamson County Purchasing Dept.
41 pages	Corrective Measures	10/04/2022	McKinney/York Architects
2 pages	Specifications	2/13/2023	Williamson County Purchasing Dept.
72 pages	Uniform General Conditions	2/13/2023	Williamson County Purchasing Dept.

General Project Description

- The project consists of repair and complete the Interpretive Center at River Ranch County Park in Liberty Hill, TX

Clarifications, Assumptions and Qualifications

Design Services

- Architectural design services are excluded
- MEP Engineering services are excluded
- Geotechnical Engineering and soils analysis reports are excluded

GENERAL REQUIREMENTS

Supervision and Administration

- Project supervision includes a Project Superintendent with Project Management, Safety Coordinator, Estimating, and Administrative Assistant as necessary to complete the project as scheduled
- Document Reproduction as required for shop drawings
- Postage and delivery service

Project Services

- Field engineering and layout
- General cleanup and haul away trash
- Final cleaning
- After hours or weekend job site security are **not** included in our price

Equipment

- Transportation for supervisory personnel (rental of company owned vehicles)
- Expendable tools
- Small equipment rental

Permits, Bonds and Insurance

- The cost of all site and building permits are excluded
- Mechanical, Electrical & Plumbing trade permits are excluded
- Plan review Fees are excluded
- Price Excludes Utility connection fees, Impact fees and Assessment fees
- General Liability, Auto, Worker Compensation, and Builders Risk Insurance are included
- The price includes the cost of performance and payment bonds

Project Schedule, Weather, and Work Hours

- Schedule
  - The Project Schedule will include pre-construction and construction activities and when fully developed will serve as the basis for the time required to complete the project
  - Construction duration is estimated to be approximately 13 weeks depending on the actual delivery times required on materials.
- Work Hours
  - Normal working days are Monday through Friday, excluding holidays. Work may take place at night or on weekends as coordinated with the Owner

Environmental

- We have assumed that all environmental investigations and permits will be accomplished and paid for by the Owner if required
- The handling or abatement of hazardous materials are not included in this estimate

Building Inspections

- Inspections will be provided as required by local jurisdiction

Jobsite Equipment

- Equipment for excavation, and concrete construction
- Small tools and equipment as required by trade

Layout & Engineering

- Layout and engineering as required

Materials Testing

- Materials Testing is by Owner

Layout, Engineering and CAD Services

▪ Layout all site work and CAD services for construction	1	ls

Erosion Control

▪ SW3P & maintenance	1	ls
▪ Pothole existing utility	1	ls
▪ Silt fence/ mulch sock	135	lf
▪ Tree protection	245	lf
▪ Construction entrance	1	ea
▪ Concrete wash pit- not shown	1	ea

Site Demolition

▪ Demo water meter assembly	2	ea
▪ Demo sidewalk- repair	425	sf

Site Work and Excavation

▪ Clear & grub- site prep	0.40	ac
▪ Strip topsoil	160	cy
▪ Excavation	355	cy
▪ Haul-off excess	65	ld
▪ Fine grade channel & site	3,065	sy
▪ Topsoil	120	cy

Site Concrete and Rip-Rap

▪ Replace sidewalk- allowance	425	sf
▪ Remove/ replace joint caulk on outside wall	1	ls
▪ Patch patio sidewalk/ concrete edge blemish	6	ea
▪ 3"-5" Rock rip rap	225	cy
▪ River rock- rock rip rap	20	cy
▪ Filter fabric	995	sy
▪ Revegetation and temp irrigation	2,200	sy
▪ Cleanup	1	ls

Landscaping & Irrigation

▪ Landscape repair	1	ls
▪ Irrigation repair	1	ls

Misc. Steel 1 ls

- Gutter support brackets
- Fabricated plate washers
- Continuous Flat bar for roof edge that attaches to existing gutter
- Screws
- Bolts
- Added steel tab at split decking

Carpentry and Drywall 1 ls

- Add king studs at 2 windows and patch drywall and cornerbeads
- Install only 2 door stops
- ADA adjust all closers except at glass doors
- Add header at dormer rafters and reattach per notes on plans
- Patch drywall where too big for Painter
- Mobilizations as Required

Sealants 1 ls

- Install closed cell backer rod and Tremco Spectrem 1 non-sag silicone sealant at interior masonry joints where mortar is to be removed per A24
- Pricing includes the removal of the mortar

Doors, Frames and Hardware

- Materials for hardware repair 1 ls

Glass & Glazing 1 ls

- Remove and Reinstall All Exterior Storefront Systems to ensure system is installed and properly sealed
- New Sill Pans in a dark bronze anodized finish
- New Vinyl Gaskets
- New Sealant at perimeter (Exterior and Interior Beads)
- Furnish and Install New Dark Bronze Anodized Aluminum Break Metal at Columns as needed to replace damaged and incorrectly installed pieces. (Interior and Exterior Column Caps as needed)
- Adjust and Correct Storefront Doors/Hardware to ensure properly working doors. (New Hardware not included/Reuse Existing)
- Excludes furnishing new hardware
- Excludes repair of Storefront System/Scratches/Existing Glass that may be scratched

Polished Concrete Floors

▪ Polished Concrete – Class B	2,524	sf
▪ Epoxy Grout Coat	2,524	sf
▪ Joint Filler	1	ls
▪ 480v 3-Phase Generator for ½ ton Grinders	1	ls
▪ Ameripolish SureLock	2,524	sf
▪ Floor Covering: Ram Board or Equal	2,524	sf
▪ Advanced Mock-Up (prior to full mobilization) 10' x 10'	1	ls

Polishing Process:

· Grind floor with abrasives as needed to profile for quoted finish
· Continue honing by progressively using bonded diamond abrasives
· Apply densifier per manufacturer's directions
· Continue polishing in progressive steps using diamond abrasives to required gloss level
· Apply penetrating stain-resistant guard per manufacturer's directions
· Finish polishing process using diamond impregnated pad affixed to high speed burnisher

Project Assumptions:

- Remodel - grind to remove thin-set, glue, etc. on the floor up to 1/8" thick
- Normal repairs
- Mock-up to be completed during first day of mobilization
- Specific Exclusions: color, joint filler, grout coating, floor protection, power requirements (see adds)
- CPAA/CPC Standard Quoted: Class B: Salt & Pepper, Level 3: Polished Finish

Acknowledgements/Qualifications:

a. Variations in color and slab finish, inherent in concrete, will affect finished floor.
b. Aggregate is randomly distributed in any slab and if exposed, size and density of exposure cannot be guaranteed
c. Finished edge grinding results will be within ¼" of walls and within 1.5" of all inside corners
d. Any patching will be closely color tinted to the existing concrete, but will vary from existing slab color
e. Electrical boxes to be removed and/or recessed into the slab by other trades
f. Class B Aggregate is the best way to remove auto-trowel swirls, however, full removal is not guaranteed

Joint Filler:

- Repairs of damage to joint lines excluded
- Clean joint line with suction – saw cuts or other mechanical means to extract debris is excluded
- Fill joint with polyurea with a maximum depth of 1½" and maximum width of 1/4"
- Includes scraping the excess material to ensure the floor and joints are flush
- SASE Flex Joint 85 semi-ridged polyurea is the basis of design

Paint and Finish 1 ls

- Tape and float gypsum board to standard Level 4 Finish. Install Fire Tape where specified
- Patch and repaint existing walls noted on plans
- Prime and paint gypsum board two finish coats
- Prepare and paint signposts, doors, frames, metal rafters, gutter brackets, light pole, and other previously painted ferrous metals deemed unacceptable by inspection
- Prepare and paint siding, fascia, trim, soffit, and plywood previously painted and new that was deemed unacceptable by inspection
- We cannot warrant previously painted coatings by Others from failing
- Install Bondo Wood Filler at cracked rafter tails per job walk

Plumbing 1 ls

- Install 2 new lavatory guards
- Fix water to Drinking Fountain
- Replace aerators
- Lower exterior cleanouts to grade
- Run approx. 30' 2" of Uponor Pex to new location
- Water heater not working - fix & repair

Electrical 1 ls

- Work is limited to HCE Red Markups on sheets E210 & E310 dated 10/04/22 as issued by HCE
- Installation shall be as required by the National Electrical Code and local ordinances
- This price is based on specific information from the electrical plans and this contractor is not responsible for additional electrical information undiscovered from other trade drawings, cut sheets, details, shop drawings, or any architectural notes, etc., that are not clearly indicated on the electrical drawings per the engineer
- It is assumed that the electrical plans and specs are coordinated with all bid documents
- All work shall be performed during normal working hours
- Price assumes that all existing is code compliant
- No repair of the existing electrical infrastructure is included in the price beyond what is listed in inclusions

INCLUSIONS:

- Replace Conference room Switch
- Fix Control Wiring for N2 Fixtures
- Rewire Daisey chained G2 Fixtures
- Run Circuit for Insta Hot in Classroom
- Replace exposed PVC with Metallic Conduit on exterior and at Service Rack
- Reroute Conduit for Changes at Framing peak
- Replace conduit to allow installation of Rock Rip-Rap

Exclusions

The following items are **not included** in our Cost Estimate:

- Architectural or Fees
- Materials testing cost
- Permit fees
- Impact fees of any kind
- Utility connection fees of any kind
- Assessment Fees to be paid by Owner
- Hazardous material assessment, removal, or abatement
- Engineer stamped steel shop drawings
- Any work to the existing circuitry not listed above
- Utility line extension fees and any other provider fees and/or after hour inspection fees
- Any applicable sales tax
- Fire alarm
- Overtime, expediting, or acceleration fees
- Installation or demo of low voltage wiring of any kind
- Fireproofing or caulking
- Roof penetrations or repair
- Temporary power or lighting
- Engineering fees
- Repairs, corrections, hidden issues, or code violations to any unforeseen items that may become evident during the above scope of work
- Any items noted in this scope narrative as “not included” or “not included in price”

General Materials Pricing – Applies to all Above Scopes of Work

Due to the extreme volatility and uncertainty of materials pricing in the current market, If the price of any material increases over the amounts included in this proposal, the price shall be equitably adjusted by an amount necessary to cover any such documented increase.

General Material Availability and Supply Chain – Applies to all Above Scopes of Work

Due to ongoing supply chain issues, Contractor will exercise all reasonable diligence to deliver the Project as per the mutually agreed upon schedule but shall not be responsible for any damages for delays or liquidated damages due to any cause beyond Contractor’s reasonable control, including but not limited to, pandemics, labor shortages, material shortages, material delays, shipping delays, acts of God, civil unrest, or action by any official act of government.

Cost Estimate

Lump Sum Price $ 595,776.00

A Price Breakdown is attached

Breakdown of Cost for River Ranch Park Interpretive Center

Estimate #: 23034
Project Duration: 13 weeks
Project Square Footage: 2,524 sf

ITEM	3/16/2023
General Conditions	71,719
Erosion Control	20,576
Site Demolition	4,236
Site Work & Excavation	59,913
Site Concrete and Rip-Rap	119,342
Utility Services	9,078
Landscaping & Irrigation	45,994
Misc. Steel	67,175
Carpentry and Drywall	9,843
Sealants	4,250
Doors, Frames and Hardware	908
Glass & Glazing	68,192
Polished Concrete Floors	20,274
Paint and Finish	35,101
Plumbing	6,181
Electrical	43,537
Subtotal	$586,318
Bond	9,458
Total	$595,776

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

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

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

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

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

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

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

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

Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to **100% of the Contract Sum**. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of Contractor and shall name its Subcontractors as additional insureds. County shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

A. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

Flood insurance
(when specified in Supplementary General Conditions or Special Conditions.

Umbrella Coverage **$ 5,000,000**

Workers' Compensation Insurance

A. Definitions:

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

Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by County.

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

Persons providing services on the Project ("Subcontractor") - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of Contractor providing services on the Project, for the duration of the Project.

C. Contractor must provide a certificate of coverage prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

D. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.

E. Contractor shall obtain from each person providing services on a project, and provide to County:

(1) a certificate of coverage, prior to that person beginning work on the Project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than **seven (7) calendar days** after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

F. Contractor shall retain all required certificates of coverage for the duration of the Project and for **one (1) year** thereafter.

G. Contractor shall notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

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

I. Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

(2) provide to Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

(3) provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for **one (1) year** thereafter;

(6) notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by **Paragraphs (1)-(7)**, with the certificates of coverage to be provided to the person for whom they are providing services.

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

K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles County to declare the Contract void if Contractor does not remedy the breach within **ten (10) calendar days** after receipt of notice of breach from County.

3. If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

4. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

5. County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.

6. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **seventy-five thousand dollars ($ 75,000)** in Contractor's insurance must be declared and approved in writing by County in advance.

EXHIBIT C

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

2.1 County will only cover costs associated with travel on vendors outside a **fifty (50)-mile radius** from Williamson County, Texas.

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

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

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

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

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

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

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

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

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

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

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

3. Meals

3.1 Meal reimbursements are limited to a maximum of **fifty ($50) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty ($20) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile radius**.

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Non-reimbursable Expenses

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

10.11 Transportation/mileage to places of entertainment or similar personal activities

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

10.14 Excessive weight baggage fees or cost associated with more than two airline bags

10.15 Auto repairs

10.16 Babysitter fees, kennel costs, pet, or house-sitting fees

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

10.21 Safety Equipment (hard hats, safety vests, etc.)

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

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

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

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

1.1.2 CONTRACT

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

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2
OWNER

2.1 GENERAL

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

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

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

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

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

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

ARTICLE 3
CONTRACTOR

3.1 GENERAL

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

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

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

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

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

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

3.4 LABOR AND MATERIALS

3.4.1

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

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

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

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

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

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

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

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Scoring Summary

Active Submissions

	Total	Cost	Experience with Similar Projects	Experience with Government Projects
Supplier	**/ 100 pts**	**/ 40 pts**	**/ 35 pts**	**/ 25 pts**
Chasco Constructors	86 pts	26 pts $595,776.00	35 pts	25 pts
MAJESTIC SERVICES, INC.	85 pts	40 pts $384,311.00	30 pts	15 pts

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

Date: April 6, 2023

To: Williamson County Purchasing Department

Re: 23CSP38 – River Ranch Interpretive Center Completion Project

The recommendation from the RFCSP Evaluation Committee is to award the River Ranch Interpretive Center Completion Project for Williamson County contract to Chasco Constructors Limited, LLP. This evaluation is based on all items outlined in the evaluation criteria in 23CSP38 RFCSP. Proposal pricing is within budget for these services.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

Commissioners Court - Regular Session **46.**

Meeting Date: 04/25/2023

Approval of Construction Contract for Emergency Operations Center - Communication Consoles

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Construction Contract for Emergency Operations Center Communication Consoles Renovation with J.T. Vaughn Construction, LLC for Facilities Management in the amount of $602,918.00 as per OMNIA Contract #R200107, and authorizing the execution of the agreement.

Background

This Construction Project is for the renovation of the Call Center room at the Emergency Services Operation Center, located at 911 Tracy Chambers Lane, Georgetown, TX 78626 in preparation for new console installation. Funding source(s) will be determined during the 04.25.2023 Commissioner's Court session. Department Point of Contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vaughn signed contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/20/2023 10:17 AM
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:50 AM
Form Started By: Kerstin Hancock		Started On: 04/20/2023 09:48 AM
Final Approval Date: 04/20/2023		

CONTRACT FOR CONSTRUCTION

(Cooperative Purchasing – OMNIA Partners – Contract Number R200107)

PROJECT:	**Emergency Services Operations Center – Communication Consoles Renovation**	("Project")
GENERAL CONTRACTOR:	**J. T. Vaughn Construction, LLC** Danny Thompson, CEO 6604 N. Lamar Blvd. Austin, TX 78752	("GC")
ARCHITECT:	**Williamson County Architect** Trenton H. Jacobs, AIA 3101 SE Inner Loop Georgetown, TX 78626	("A/E")
COUNTY'S DESIGNATED REPRESENTATIVE:	**Williamson County Facilities Management** Attn: Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78626	

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

R E C I T A L S

WHEREAS, County desires to retain a GC for the **renovation of the Call Center room at the Emergency Services Operation Center in preparation for new console installation** (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 GENERAL CONDITIONS

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **Sixty-six (66) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC 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 GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **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 GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Six Hundred Two Thousand, Nine Hundred Eighteen Dollars ($ 602,918)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Owner's Contingency.

County and GC acknowledge the Work has become necessary due to **unforeseen infrastructure improvements necessary to accommodate new call center console furniture configuration** that have not allowed for all plans and specifications to be fully developed. County and GC anticipate no need for future Change Orders to be issued after the Work commences. No funding shall be provided as the Owner's Contingency.

5.3.1

Owner's Contingency is controlled solely by County.

5.3.2

Expenditures from Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

5.3.3

Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of Owner's Contingency.

5.3.4

For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.

In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1

For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2

For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

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

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

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

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

J.T. Vaughn Construction, LLC
Danny Thompson, CEO
6604 N. Lamar Blvd.
Austin, TX 78752

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are

included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

ARTICLE 7
NOTICE

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

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

With copy to: Williamson County Facilities Management
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

GC: J.T. Vaughn Construction, LLC
6604 N. Lamar Blvd.
Austin, TX 78752

Attention: Danny Thompson
Chief Executive Officer

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

ARTICLE 8
DISPUTE RESOLUTION

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

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;

4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
J.T. Vaughn Construction, LLC

By: Danny Thompson Digitally signed by Danny Thompson DN: C=US, E=DThompson@vaughnconstruction.com, CN=Danny Thompson Reason: I have reviewed this document Date: 2023.04.20 07:27:00-05'00'
Signature

Danny Thompson
Printed Name

Chief Executive Officer
Title

Date Signed: April 20, 2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

A1	C1	E1
A2	C2	E2
A3	C3	E3
A4	C4	E4
A5 = NEW	C5 = NEW	F1
A6 = NEW	C6 = NEW	F2
B1	D1	F3 = NEW
B2	D2	F4 = NEW
B3	D3	
B4	D4	

NEW CAD POSITIONS

THJ 2/9/23

A1 = 04	C1 = 09	E1 = 14
A2 = 03	C2 = 10	E2 = 15
A3 = 01	C3 = 12	E3 = 16
A4 = 02	C4 = 11	E4 = 17
A5	C5	F1 = 13
A6	C6	F2 = 22
B1 = 05	D1 = 18	F3
B2 = 06	D2 = 19	F4
B3 = 07	D3 = 20	
B4 = 08	D4 = 21	

EXISTING CAD POSITIONS

NEW NAMES

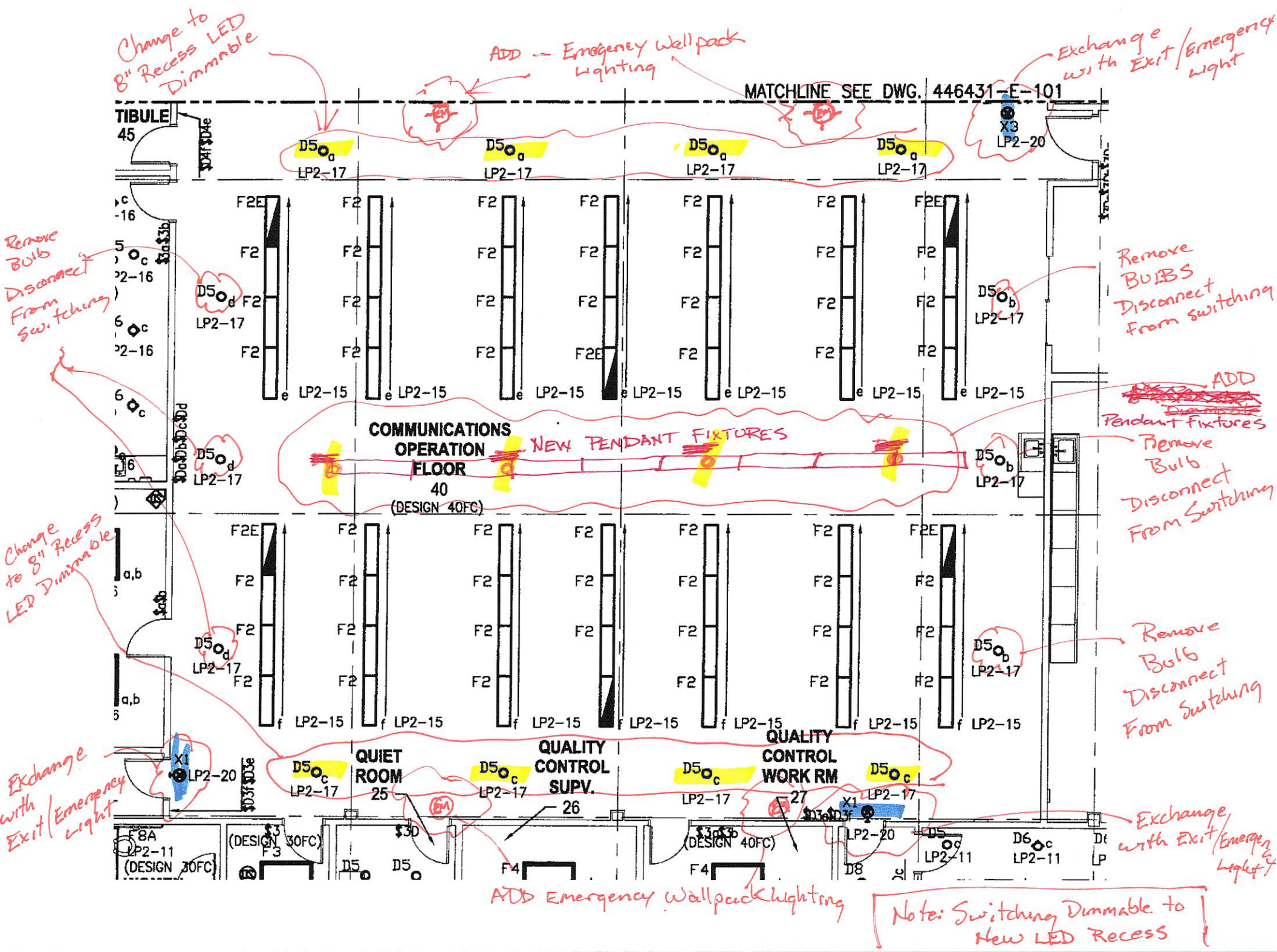
THJ 2/9/23

01 = A3	09 = C1	14 = E1
02 = A4	10 = C2	15 = E2
03 = A2	11 = C4	16 = E3
04 = A1	12 = C3	17 = E4
		18 = D1
	13 = F1	19 = D2
05 = B1		20 = D3
06 = B2		21 = D4
07 = B3		
08 = B4		22 = F2

EXISTING CAD POSITIONS

OLD NAMES

THJ 2/9/23


Change to 8" Recess LED Dimmable
ADD -- Emergency Wallpack Lighting
Exchange with Exit/Emergency Light
MATCHLINE SEE DWG. 446431-E-101
TIBULE
45
X3
LP2-20
D5o a
LP2-17
F2E
F2
e
LP2-15
Remove Bulb Disconnect From Switching
Remove BULBS Disconnect From switching
D5o b
D5o c
D5o d
ADD
Pendant Fixtures
COMMUNICATIONS OPERATION FLOOR
40
(DESIGN 40FC)
NEW PENDANT FIXTURES
Remove Bulb Disconnect From Switching
Change to 8" Recess LED Dimmable
f
Remove Bulb Disconnect From Switching
X1
LP2-20
Exchange with Exit/Emergency Light
QUIET ROOM
25
QUALITY CONTROL SUPV.
26
QUALITY CONTROL WORK RM
27
F8A
LP2-11
(DESIGN 30FC)
F3
(DESIGN 40FC)
F4
D8
D6 c
LP2-11
Exchange with Exit/Emergency Light
ADD Emergency Wallpack Lighting
Note: Switching Dimmable to New LED Recess

Color Code: Exisitng Circuits that are currently providing power to existing furniture.

New circuits that need to be installed from identified panels to under floor locations.

ESOC New Furniture Circuit Layout.

PP3-5 E911-5 PP6A-5 PP8-5		PP4-6 E911-6 PP6A-6 PP8-6
A		
PP4-4 E911-4 PP6A-4 PP8-4		PP4-2 E911-2 PP6A-2 PP8-2
PP3-30 E911A-14 PP6C-14 PP8-32		PP4-3 911A-16 PP6C-16 PP8-36

PP3-7 E911-7 PP6A-7 PP8-7		PP4-8 E911-8 PP6A-8 PP8-8
B		
PP3-3 E911-3 PP6A-3 PP8-3		PP3--9 E911-9 PP6A-9 PP8-9

PP4-20 E911-20 PP6A-20 PP8-20		PP3-21 E911-21 PP6A-21 PP8-21
C		
PP4-18 E911-18 PP6A-18 PP8-18		PP3-19 E911-19 PP6A-19 PP8-19
PP3-1 E911-1 PP6A-1 PP8-1		PP4-22 E911-22 PP6A-22 PP8-22

PP3-32 E911-18 PP6C-18 PP8-32		PP3-34 E911-20 PP6C-20 PP8-34
F		
PP4-38 911A-22 PP6C-22 PP8-38		PP4-40 911A-24 PP6C-24 PP8-40

PP4-10 E911-10 PP6A-10 PP8-10		PP4-16 E911-16 PP6A-16 PP8-16
E		
PP3-13 E911-13 PP6A-13 PP8-13		PP4-12 E911-12 PP6A-12 PP8-12

PP4-17 E911-17 PP6A-17 PP8-17		PP3-15 E911-15 PP6A-15 PP8-15
D		
PP3-11 E911-11 PP6A-11 PP8-11		PP4-14 E911-14 PP6A-14 PP8-14

ESOC Exisitng Furniture Circuit Layout.

PP4-4 E911-4 PP6A-4 PP8-4		PP3-5 E911-5 PP6A-5 PP8-5
A		
PP4-2 E911-2 PP6A-2 PP8-2		PP3-3 E911-3 PP6A-3 PP8-3

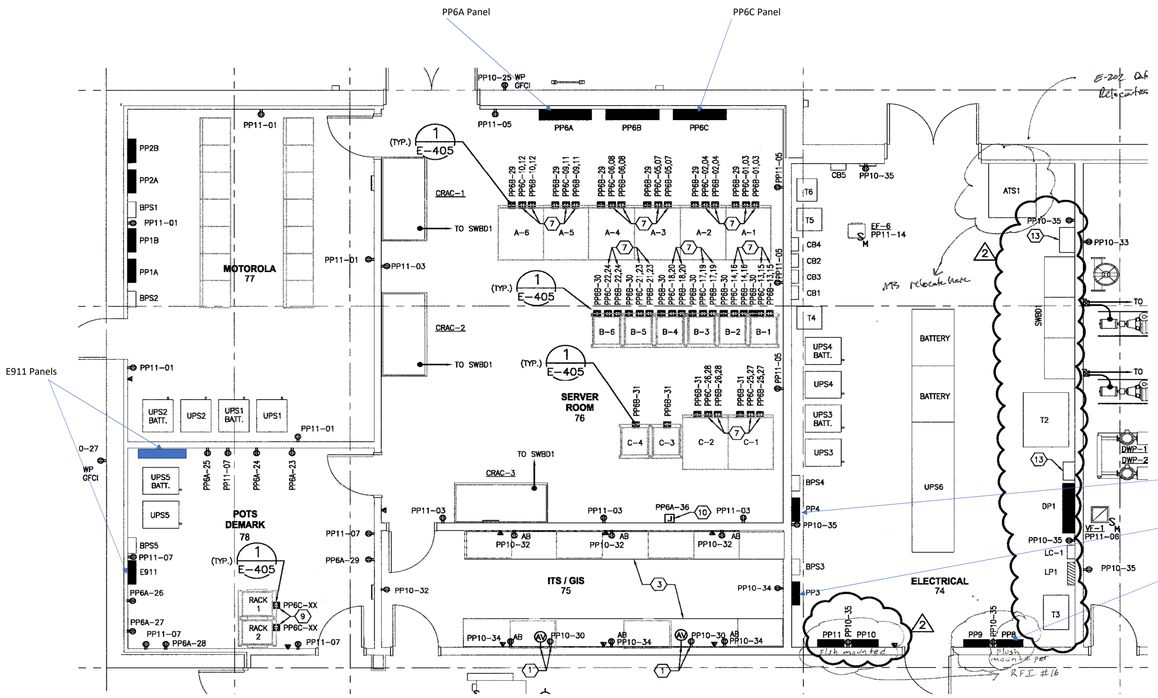
PP4-6 E911-6 PP6A-6 PP8-6	PP3-7 E911-7 PP6A-7 PP8-7	PP4-8 E911-8 PP6A-8 PP8-8
	B	
		PP3-9 E911-9 PP6A-9 PP8-9

PP4-20 E911-20 PP6A-20 PP8-20		PP3-21 E911-21 PP6A-21 PP8-21
C		
PP4-18 E911-18 PP6A-18 PP8-18		PP3-19 E911-19 PP6A-19 PP8-19

	PP3-2 PP3-1 E911-1 PP6A-1 PP8-1

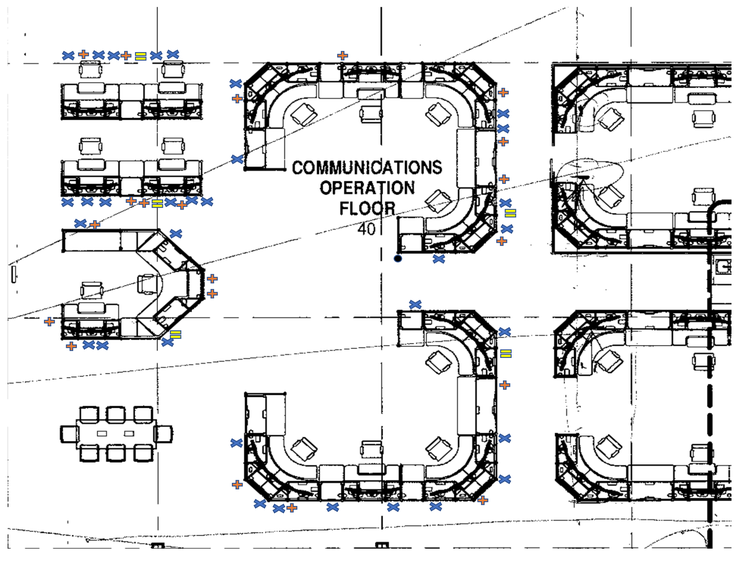
		PP4-10 E911-10 PP6A-10 PP8-10
	E	
PP3-13 E911-13 PP6A-13 PP8-13	PP4-12 E911-12 PP6A-12 PP8-12	PP3-11 E911-11 PP6A-11 PP8-11

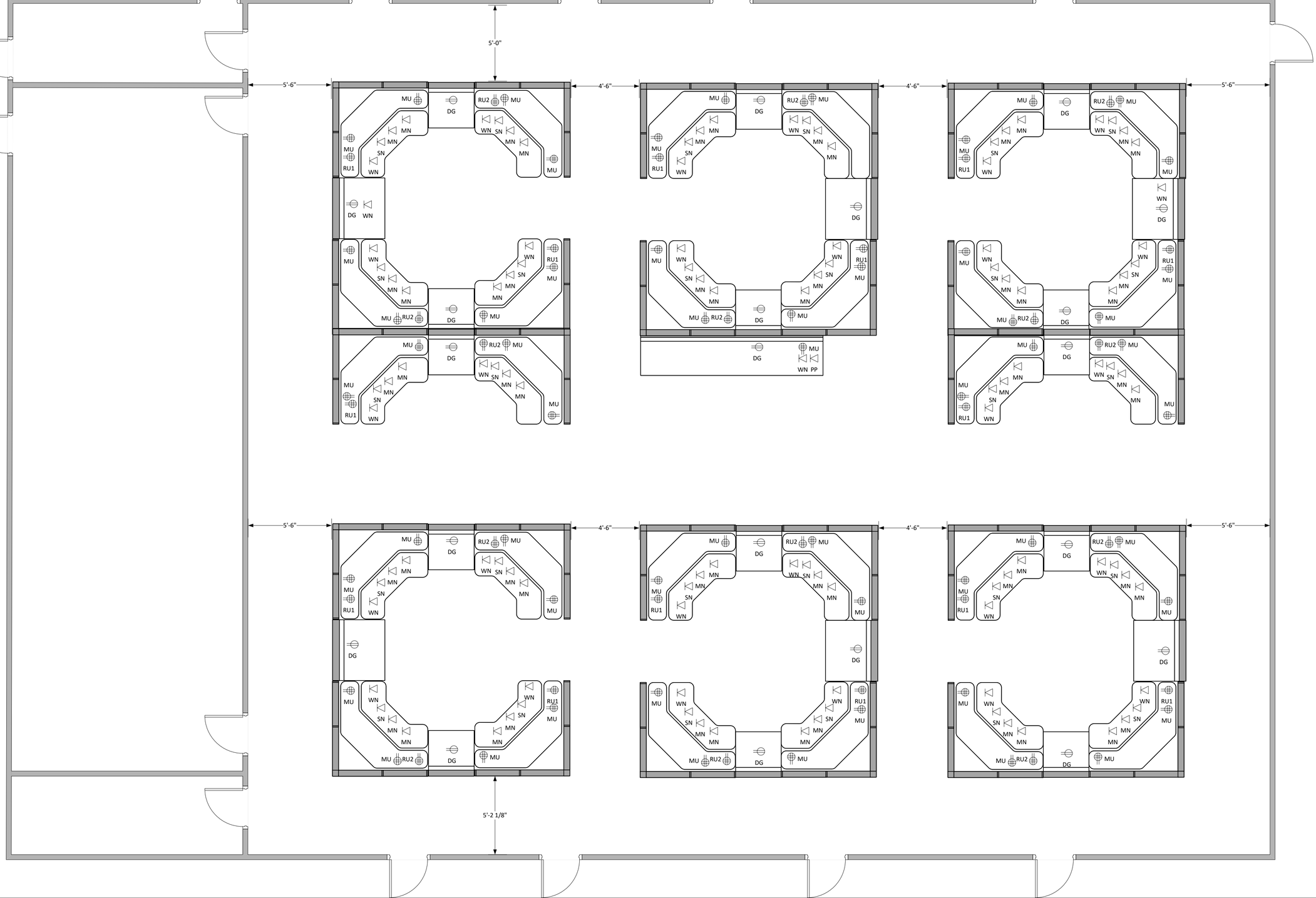
PP4-16 E911-16 PP6A-16 PP8-16		PP3-17 E911-17 PP6A-17 PP-8-17
D		
PP4-14 E911-14 PP6A-14 PP8-14		PP3-15 E911-15 PP6A-15 PP8-15



Identified raised floor penetrations - Note: Holes range between 1" to 1 1/4"

- Electrical wiring (MC Cable)
- IT Cable (Cat 5)
- Motorola Grounding Wire
- Empty hole





Michael Moody

Technology Division Manager
Emergency Communications
Williamson County, Texas
911 Tracy Chambers Lane
Georgetown, Texas 78626
Work: 512-864-8234
Cell: 512-713-9748
michael.moody@wilco.org

RU1 ——— Radio UPS #1 – Quadruplex Outlet

RU2 ——— Radio UPS #2 - Quadruplex Outlet

MU ——— Main UPS - Quadruplex Outlet

DG ——— Direct Grid - Duplex Outlet

WN ——— Wilco Network - RJ45 Jack

SN ——— Solacom Network – RJ45 Jack

MN ——— Motorola Network - RJ45 Jack

TECHNOLOGY INTEGRATION

Flex's tech integration foundation is the 7" deep, steel Technology Wall. The structure encircles the console and holds critical equipment.

Equipment Storage

The Technology Wall, including the rear corner on 90^{O} consoles, has ample capacity for mid-sized towers and equipment.

Rack Mounting

The Technology Wall and ancillary technology storage cabinets are rack mount ready.

Optional cabinets placed alongside the console expand equipment capacity.

Power, Data and Grounding

Power, data and grounding terminate within the Technology Wall.

Wire Management

High capacity cable chases and energy chains keep power and data cords protected from crowding and disconnection.

Additional Storage

All technology cabinets are passively cooled by design. Rear cable pass-through opens to the adjacent Technology Wall. Optional pull out shelf eases access to the back of PCs and equipment.

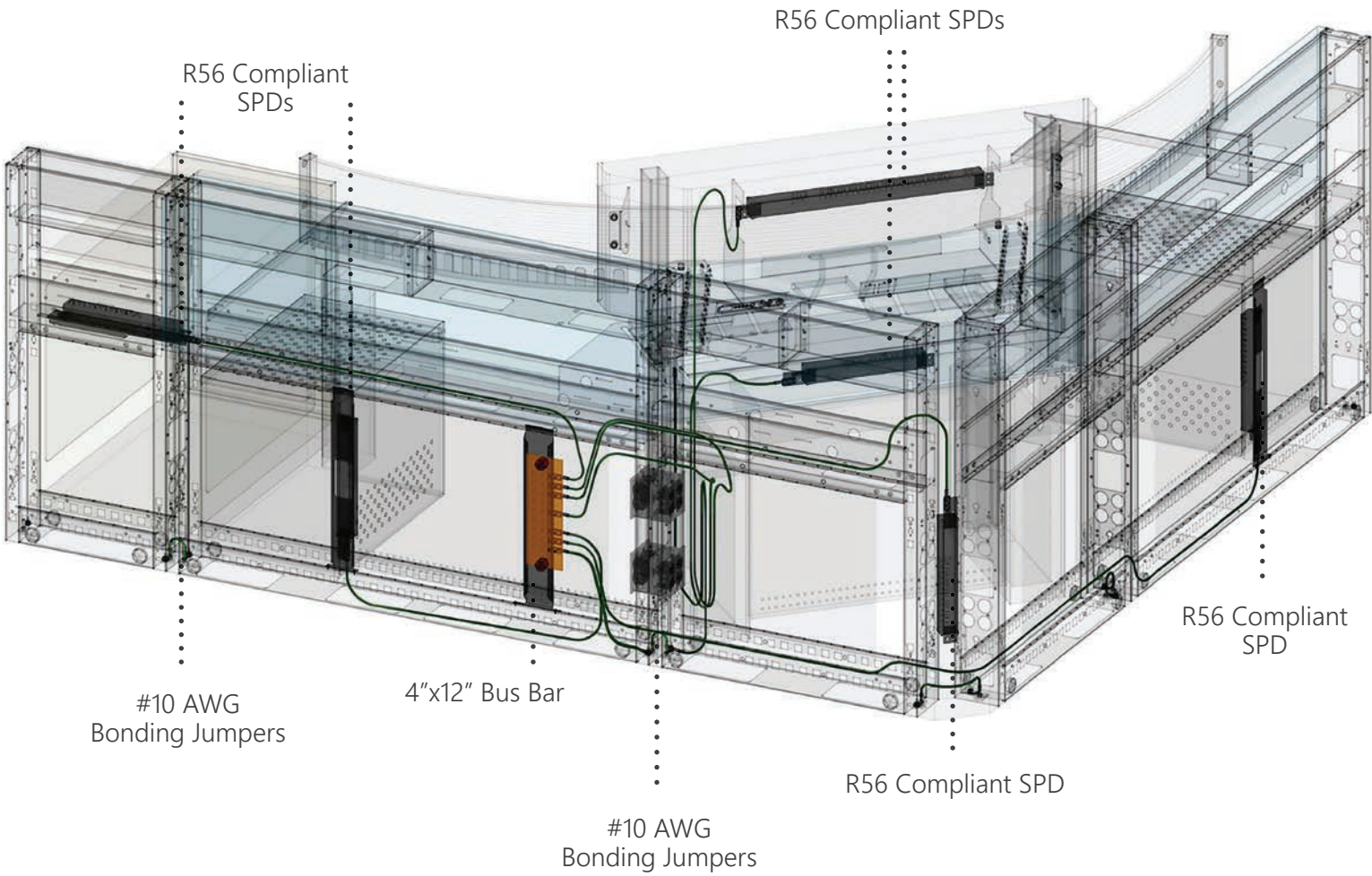
R56 BONDING AND SPD KITS

Grounding

R56 COMPLIANCE 101

Developed and maintained by Motorola Solutions, R56 takes into account fire, electrical codes, tower grounding and construction codes, and industry codes to ensure fire protection, operator safety and equipment protection through proper installation, grounding, bonding, and surge protection. It is considered the industry standard for correct bonding, grounding, surge protection and installation practices for radio towers and control rooms.

Russ Bassett has collaborated closely with co-authors of the R56 standard to develop a range of R56 compliant bonding, grounding and surge protection systems to fit your needs and budget.



russbassett

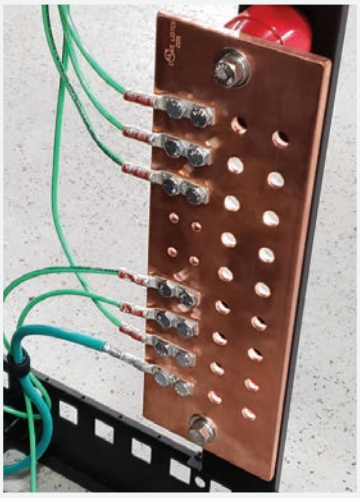
GET TO KNOW THE R56 COMPONENTS

Surge Protection Device SPD

Metal Housing, External Double-Lug Bonding Connection Site, #10 AWG Double-Lug Bonding Wire, Covered Switch

Bus Bar

4" x 12", 1/4" Thick Copper, 1/4" Holes, 3/4" O/C and 3/8" Holes, 1" O/C, #10 AWG Double-Lug Bonding Wire to Frame



Bonding Jumpers

Frame to Frame Bonding, Frame to Sit-Stand Bonding

AVAILABLE R56 KITS

KIT #1: FULL R56 COMPLIANCE

The Full R56 Compliance Kit includes one (1) R56 compliant 14-outlet SPD, one (1) R56 compliant 6-outlet SPD, one (1) 4" x 12" Bus Bar, and all required #10 AWG Bonding Jumpers for the console.

KIT #2: R56 CONSOLE AND EQUIPMENT BONDING

For customers who need to bond their equipment and console, but do not need R56 compliant SPDs, this kit delivers one (1) 4" x 12" Bus Bar, and all required #10 AWG Bonding Jumpers for the console. *NOTE: For customers using a rack-mounted PDU located within the console frame, extra-long monitor power cables will be required.*

KIT #3: R56 CONSOLE BONDING

#10 AWG Bonding Jumpers provide R56 compliant bonding of the console for customers that do not need equipment bonding or R56 compliant SPDs.

Add-On: R56 Compliant SPDs

Available separately, specify additional SPDs for peripheral technology storage areas.

NOTE: All console-integrated bonding connections are installed by our factory trained installers, up to and including the Bus Bar, creating a "bonded console." After console installation, a certified electrician must connect the Console Bus Bar to the Sub-Bus for the control room with #2 AWG or larger conducter per table 5-3, to "ground" the console.

POWER & DATA INTEGRATION

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FLEX TECHNOLOGY WALL OPENS TO THE FLOOR

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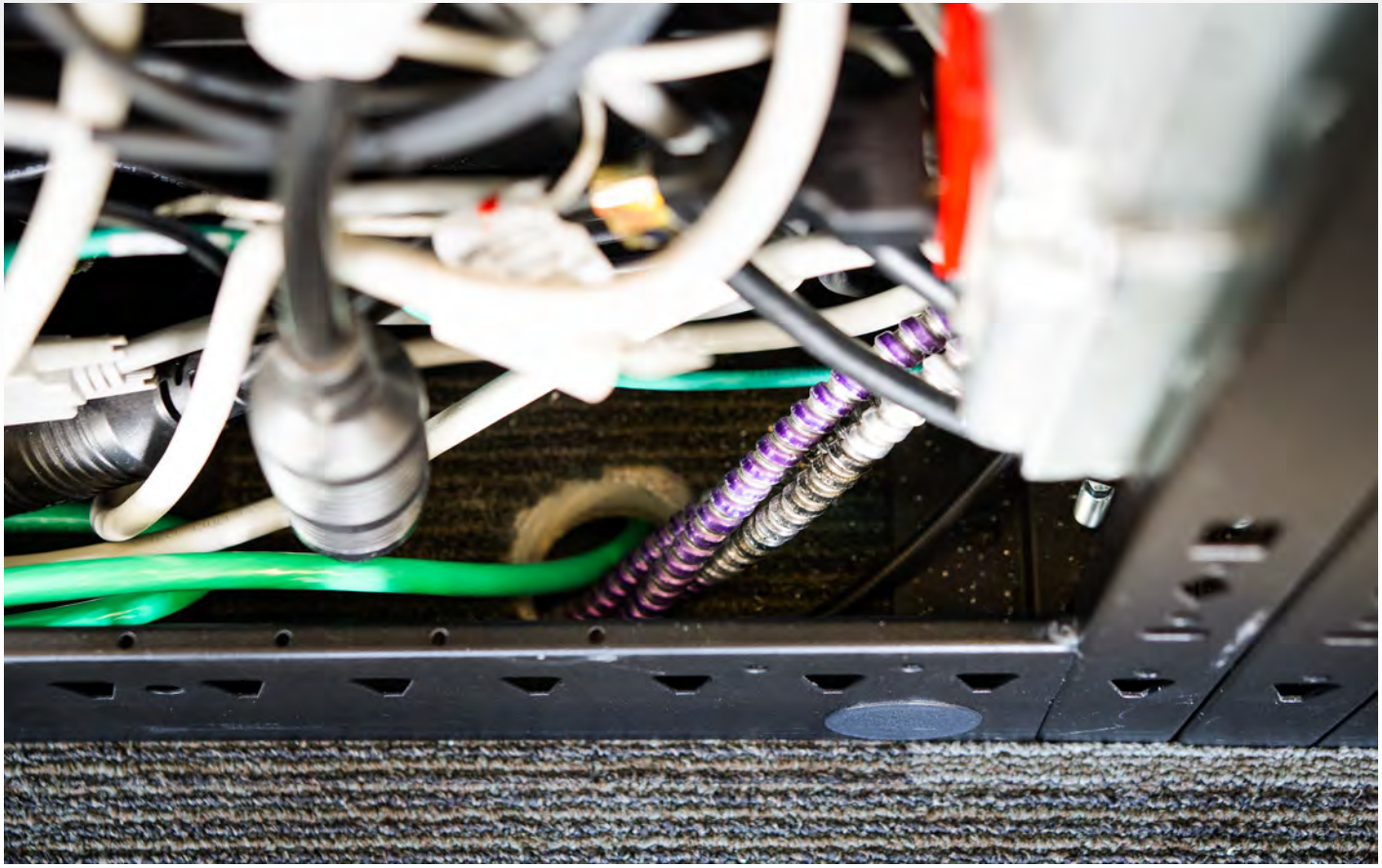

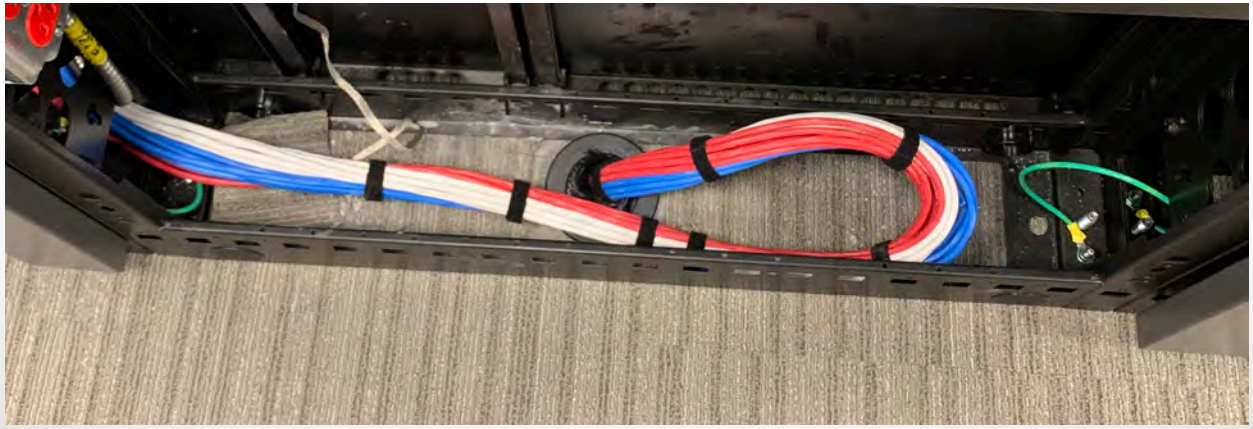

EXAMPLES OF RAISED ACCESS FLOORING PENETRATIONS OPENING INTO THE FLEX 7” TECHNOLOGY WALL *(NOTE BRUSH GROMMET ON DATA CORE)*

IN-WALL DATA TERMINATION

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Adapter	Manufacturer
AA	Systimax/CommScope
AA	Uniprise/CommScope
BB	L-Com Keystone Modular
BB	NETCONNECT, and 110 Connect Series Modular Jack
BB	Siemon ZMAX Style
BB	Allen Tel Versa Tap Series
BB	Leviton Quick Port® Series
BB	Belden REVconnect
CC	Hubbell Nextspeed™ Keystone Series
DD	Blank (no coupler/jack)
EE	Ortronics TracJack Series
FF	Panduit Mini-Com Series
GG	Microphone Jack/3-pin XLR, solder type only
HH	Video Monitor Jack/DB-15, panel mount solder style

14-PORT DATA TERMINATION BRACKET
INCLUDED ADAPTER TYPES LISTED ABOVE

BONDING & GROUNDING

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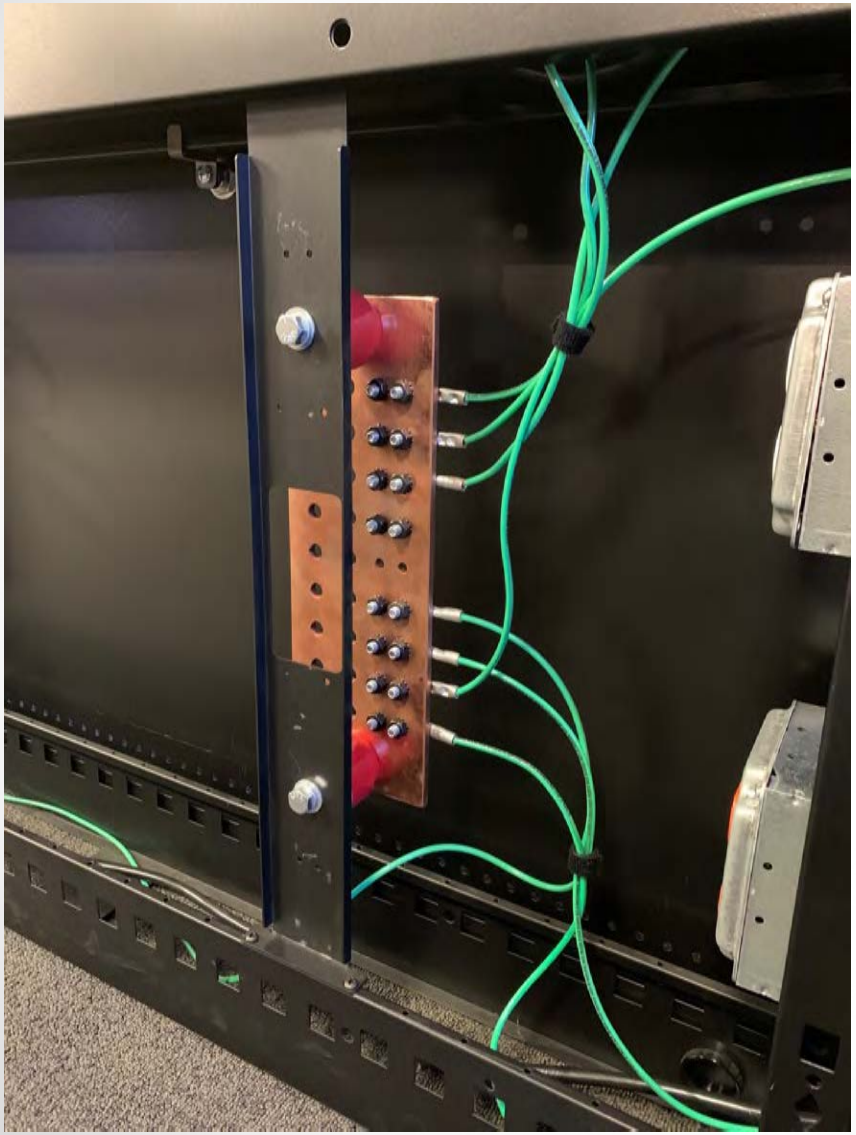

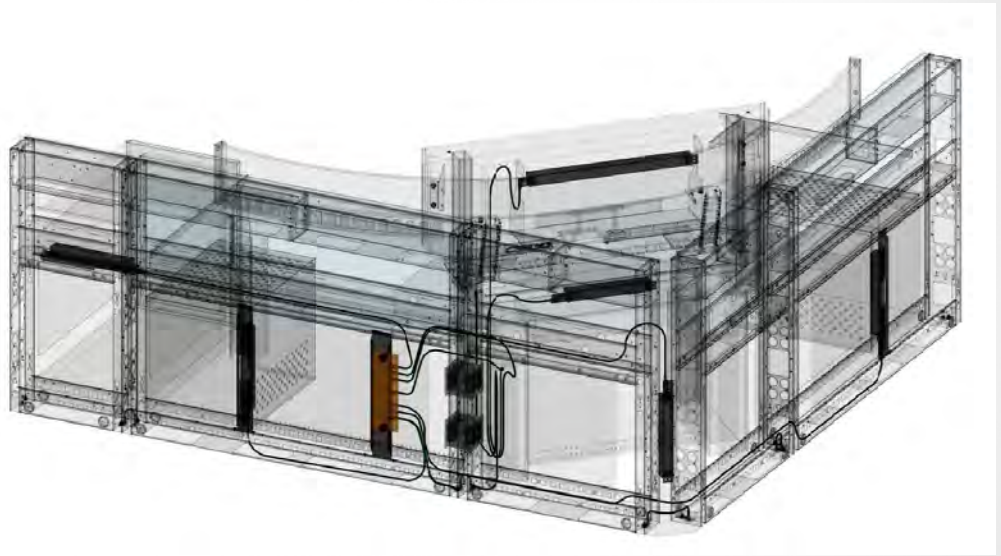

WILLIAMSON COUNTY
1848
FACILITIES DEPARTMENT

BUILDING CODE ADOPTION - 2023

The following have been adopted by the Facilities Management Division of Williamson County, Texas as the standards, codes, and references for design of Williamson County buildings and facilities:

International Building Code	IBC	2015
International Existing Building Code	IEBC	2015
International Plumbing Code	IPC	2018
International Mechanical Code	IMC	2015
International Energy Code	IECC	2015
National Electric Code	NEC	2020
National Fire Code	NFPA 101	2015
Texas Accessibility Standards	TAS	2012

WILLIAMSON COUNTY
1848
FACILITIES DEPARTMENT

EXECUTIVE SUMMARY

County Standard General Notes

PURPOSE:

Large public buildings with multiple user groups, having been occupied for many years, often present unforeseen complexities for parties seeking to make improvements. Often times, a current construction project or installation reveals layers of work over time that may now be outdated or no longer compliant with modern standards.

In an effort to keep various County agencies informed of building improvement and safety needs, Facilities will require the following General Notes to be included in all Contract documents and Scope of Work:

GENERAL NOTES:

1. *Contractor/ Installer shall notify County of any existing non-conforming/ non-code compliant installations or life-safety conditions uncovered or observed in the process of the Work. Conditions shall be reported whether or not they are within or outside the contractual scope of work.*

2. *Contractor shall maintain the Fire Protection system of the entire building in working order for the duration of the project. Notify County of any conditions related to the Fire Protection system uncovered or observed outside the contractual scope of work.*

by: Trenton H. Jacobs, County Architect Facilities Dept.

cc: Facilities Dept./ I.T Dept.

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
GENERAL		
	ADA	Meets all current ADA Standards.
	AHJ CODES	Meets all current AHJ standards and codes.
STRUCTURAL		
	ROOF	Design roof structure with the capacity to support future solar panel installation.
	ENVELOPE	Building envelope should be water tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise
	ROOF ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
	FIXTURES	Energy efficient technology. LED fixtures or equivalent energy use.
	LIGHTING CONTROLS	Acuity
PLUMBING		
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	FIXTURES	Automatic (touch less): toilets, lavatory fixtures.
HVAC		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
HARDWARE		
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
	RESTROOM HARDWARE	Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers
		Key boxes & specefic key box for elevator(s)
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
SECURITY		
	BUILDING SPECIFIC	
INSULATION		
	SOUND BATTS	Sound batting should be installed at all office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
CEILING TILE		
	ACOUSTICAL TILE	Sound deadening type, not light weight foam type.

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.
	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
WAREHOUSE / GARAGE / SHOPS		
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
MISCELLANEOUS		
	COMMISSIONING	No commissioning of buildings required. A fully functional and maintainable building is expected as part of the construction contracting and professional services
		contracting process.
	TRAINING	Provide training for specialty systems/items
	LABELS	Labels on ceiling grid for above ceiling equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	HAND DRYERS	Automatic hand dryers at restrooms.

BACK TO RESULTS

SKILL I0461

COLOR SHOWN:
FINESSE 00505
24 INCHES X 24 INCHES

PRODUCT COLLECTION:
RATIONAL

ROOM VIEW SWATCH VIEW

1 of 6

INSTALLATION METHOD: MONOLITHIC

6 SWATCH COLORS:

pdQ Available

QUANTITY:

1

SAMPLE SIZE:

24 in x 24 in

ADD SAMPLE TO BASKET

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TECHNICAL DOCUMENTS

SPECIFICATIONS

PRODUCT SWATCH:
FINESSE 00505

PRODUCT STYLE:
SKILL I0461

PRODUCT COLLECTION:
RATIONAL

PRODUCT TYPE:
CARPET

PRODUCT CATEGORY:
CARPET TILE

RECOMMENDED ADHESIVE:
LOKWORX+ CARPET TILE ADHESIVE, SHAW 5100, SHAW 4151, SHAW 3800, SHAW 5036, LOKWORX CARPET TILE ADHESIVE

PRIMARY BACKING:
NON-WOVEN SYNTHETIC

SECONDARY BACKING:
STRATAWORX® TILE

WEAR RATING:
HEAVY

DYE METHOD:
100% SOLUTION DYED

FIBER:
SOLUTION Q® NYLON

PRODUCT SIZE:
24 INCHES X 24 INCHES
60.96 CM X 60.96 CM

PERFORMANCE TESTING

RADIANT PANEL / ASTM E648":
CLASS I

WARRANTY

15 YEAR COMMERCIAL LIMITED WARRANTY

PDQ DETAILS:

10 BUSINESS DAYS
MAXIMUM ORDER OF 2,500 SY
PER COLOR

THIRD PARTY CERTIFICATES

CRADLE TO CRADLE CERTIFIED®
SILVER LEVEL (VERSION 3.1)

HEALTH PRODUCT DECLARATION (HPD)
1,000 PPM DISCLOSURE

ENVIRONMENTAL PRODUCT DECLARATION(EPD)
3RD PARTY CERTIFIED IN ACCORDANCE WITH ISO14044, ISO14025 & EN15804

DECLARE
LBC COMPLIANT

NSF 140
GOLD

CRI GREEN LABEL PLUS (GLP)
GLP9968

ENVIRONMENTAL GUARANTEE
PICKUP & DELIVERY AVAILABLE IN AMERICAS

PRODUCT PACKAGING
100% RECYCLABLE

DOWNLOAD FULL SPECS

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ROPPE.

WALL-BASE

193 BLACK BROWN

PINNACLE - TYPE TS - 1/8”

700 SERIES - TYPE TP - 1/8”

VINYL - TYPE TV - 1/8” OR .080

Trenton Jacobs

From: Trenton Jacobs
Sent: Monday, February 28, 2022 4:00 PM
To: Chris Ball; Jeffrey Hancock; Christi Stromberg; Rory M. Tierney; Nathan Pearl; Daniel Shea; Thomas Solis
Cc: Dale Butler
Subject: RE: WilCo CAT5-6 cable colors

Updates to Cable colors for POTS lines…

Badge Readers = RAINBOW
Public Safety = RED
POTS Lines = GRAY
Security (cameras and connect to Lenel Panel) = YELLOW
IT Data Drops, Light Controls, A/C = BLUE
IT Wireless AP = WHITE

Trenton H. Jacobs, AIA
County Architect

WILLIAMSON COUNTY 1848 FACILITIES

3101 SE Inner Loop
Georgetown, TX 78626

512-943-1193 Office
512-966-9472 Mobile

Surveys can be completed at: Customer Feedback
Should you need Facility Maintenance Services please submit a work order at: Service Request

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

From: Trenton Jacobs
Sent: Friday, November 12, 2021 12:19 PM
To: Chris Ball <cball@wilco.org>; Jeffrey Hancock <jeff.hancock@wilco.org>; Christi Stromberg <CStromberg@wilco.org>; Rory M. Tierney <rory.tierney@wilco.org>; Nathan Pearl <npearl@wilco.org>; Daniel Shea <dshea@wilco.org>; Thomas Solis <tsolis@wilco.org>
Cc: Dale Butler <dbutler@wilco.org>
Subject: RE: WilCo CAT5-6 cable colors

Based in Chris's feedback current standard colors for cabling…

Cabling Specification

Department of Technology Services

4/1/2020

Chris Ball
Infrastructure Engineer

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I. GENERAL

A. Purpose

1. The purpose of this document is to provide a standard defining the structured communications cabling systems to be installed within Williamson County facilities. It is geared toward leveraging our legacy cabling infrastructure while upgrading to more recent technologies in new installations. The goal is to accomplish this in the most economic and systematic fashion possible, and in a manner compliant with the latest codes, cabling standards and industry best practices.

2. Within this document, the facilities owner is Williamson County, and shall be referred to as such, or as “Wilco”, or as “Technology Services”. Bidding low-voltage installers shall be referred to as “Contractor”.

3. This specification defines quality standards and practices common to all Williamson County network cabling specifications.

4. In addition to this global cabling standard, individual projects will also have associated documentation such as Requests for Proposals (RFP), facility drawings, project schedules and requirements pertaining to that job. Such collateral will be referred to in this document as “Project-specific Documentation”, “Project Documentation”, or simply “Construction Documents”. Any conflict between this general specification and any project-specific documentation shall be brought to the attention of Williamson County by the Contractor and must be resolved in writing.

5. It is the responsibility of the installing contractor to evaluate these general recommendations and adapt them effectively to actual projects. Contractor is responsible for identifying and bringing to the attention of Williamson County any design directions that may be improved. All such changes shall be approved in writing from Technology Services.

6. Note that while many portions of this global specification are addressed to "The Contractor", these requirements apply equally to anyone doing the network cabling and infrastructure work within Williamson County, whether those persons are outside contractors or persons directly employed by Technology Services.

B. Scope of Work - Typical

1. Contractor shall be solely responsible for all parts, labor, testing, documentation and all other processes and physical apparatus necessary to turn over the completed cabling system and associated infrastructure fully warranted and operational for acceptance by Technology Services.

2. This specification includes structured cabling design considerations, product specifications and installation guidelines for low-voltage network systems and associated infrastructure including, but not limited to:

    a. Cabling Sub-system 1 – Horizontal Copper

    b. Cabling Sub-system 2 - Intrabuilding Fiber Backbone Cabling

c. Cabling Sub-system 3 – Interbuilding Fiber Backbone Cabling

d. Telecommunications Pathways

e. Communications Racks and Cable Managers

f. Communications Grounding Systems

g. Cabling Labeling and Administration

3. In addition to systems specifications, this document also addresses applicable codes and standards, contractor qualifications and requirements, system warranties and system testing and acceptance.

4. Products to be used in Williamson County network infrastructure projects are listed in “Appendix C” at the end of this document.

C. Applicable Regulatory References

1. Contractor is responsible for knowledge and application of current versions of all applicable standards and codes. In cases where listed standards and codes have been updated, Contractor shall adhere to the most recent revisions, including all relevant changes or addenda at the time of installation.

2. ANSI/TIA:

   a. TIA-526-7 (OFSTP-7) (2008) Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant

   b. TIA-526-14-B (2010) (OFSTP-14) Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant

   c. ANSI/TIA/EIA-598-C (January 2005) Optical Fiber Cable Color Coding

   d. ANSI/TIA-568-C.0 (September 2010) Generic Telecommunications Cabling for Customer Premises

   e. TIA-568-C.0-1 (September 2010) Generic Telecommunications Cabling for Customer Premises-Addendum 1, Updated Reference for Balanced Twisted-Pair Cabling

   f. ANSI/TIA-568-C.1 (February 2009) Commercial Building Telecommunications Cabling Standards

   g. TIA-568-C.1-2 (November 2011) Commercial Building Telecommunications Cabling Standard, Addendum 2 General Updates

   h. ANSI/TIA-568-C.2 (August 2009) Balance Twisted Pair Communications and Components Standards

   i. TIA-568-C.2-2 (November 2014) Balanced Twisted-Pair Telecommunications Cabling and Components Standard, Addendum 2: Additional Considerations for Category 6A Patch Cord Testing

   j. TSB-155-A: Guidelines for the Assessment and Mitigation of Installed Category 6 Cabling to Support 10GBASE-T

   k. TSB-184: Guidelines for Supporting Power Delivery Over Balanced Twisted-Pair Cabling

l. ANSI/TIA-568-C.3 (June 2008) Optical Fiber Cabling Components Standard

m. ANSI/TIA-568-C.3-1 (December 2011) Optical Fiber Cabling Component Standard- Addendum 1, Addition of OM4 Cabled Optical Fiber and array connectors

n. TSB-4979 (August 2013) Practical Considerations for Implementation of Multimode Launch Conditions in the Field

o. TIA, TSB-140 Additional Guidelines for Field-Testing Length, Loss and Polarity of Optical Fiber Cabling Systems

p. ANSI/TIA-1183 (August 2012) Test Fixtures for Balun-Less Measurements of Balanced Components and Systems

q. ANSI/TIA-568-C.4 (July 2011) Broadband Coaxial Cabling Components Standard

r. ANSI/TIA-942-A (August 2012) Telecommunications Infrastructure Standard for Data Centers

s. ANSI/TIA-942-A-1 (March 2013) Telecommunications Infrastructure Standard for Data Centers, Addendum 1 - Cabling Guidelines for Data Center Fabrics

t. TIA-569-C (May 2012) Telecommunications Pathways and Spaces

u. TIA-569-C.1 (February 2013) Telecommunications Pathways and Spaces Addendum 1- Revised Temperature and Humidity Requirements for Telecommunications Spaces

v. TSB-190: Guidelines on Shared Pathways and Shared Sheaths

w. ANSI/TIA-606-B (June 2012) Administration Standard for Telecommunications Infrastructure

x. TIA-607-C (November 2015) Generic Telecommunications Grounding (Earthing) and Bonding for Customer Premises

y. TIA-607-B-1 (January 2013) Generic Telecommunications Grounding (Earthing) and Bonding for Customer Premises - External Grounding Addendum

z. TIA-607-B-2 (August 2013) Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises Addendum 2 – Structural Metal

aa. TIA-758-B (April 2012) Customer-Owned Outside Plant Telecommunication Infrastructure Standard

bb. ANSI/TIA-598-C-2005, Optical Fiber Cable Color-coding

cc. TIA-1152 (September 2009) Requirements for Field Test Instruments and Measurements for Balanced Twisted-Pair Cabling

dd. ANSI/TIA-862-A (April 2011) Building Automation Systems Cabling Standard

ee. TIA-1005-A (June 2012) Telecommunications Infrastructure Standard for Industrial Premises

ff. TSB-162-A (November 2013) Telecommunications Cabling Guidelines for Wireless Access Points

gg. ANSI/TIA-4966 (May 2014) Telecommunications Infrastructure Standard for Educational Facilities

3. ISO/IEC

a. ISO/IEC 11801 Edition 2.2: Information Technology – Generic Cabling For Customer Premises

b. ISO/IEC TR 11801-99-1 – Balanced cabling for 40Gbps channels – (2014-2015)

c. ISO/IEC 24764 Edition 1.0: Information Technology – Generic Cabling Systems For Data Centres

d. ISO/IEC 24764-1 - Data Centers - Amendment to add Intermediate Distributor (ID) for large or modular data centers

e. ISO/IEC 14763-2 Edition 1.0: Implementation and Operation of Customer Premises Cabling – Part 2: Planning and Installation

f. ISO/IEC 14763-3 Edition 2 – Testing of Optical Fiber Cabling – methods for inspection and testing of installed optical fiber

g. ISO/IEC TR 29125:2010 Information technology -- Telecommunications cabling requirements for remote powering of terminal equipment

4. National Electric Codes

a. National Electrical Safety Code (NESC) (IEEE C2-2012)

b. ANSI/NFPA 70-2011, National Electrical Code© (NEC©)

c. ANSI/IEEE C2-207, National Electrical Safety Code®

d. National Electrical Code (NEC) (NFPA 70)

5. OSHA Standards and Regulations – all applicable

6. Local Codes and Standards – all applicable

7. BICSI – Building Industry Consultative Services International

e. ANSI/BICSI 005-2013, Electronic Safety and Security (ESS) System Design and Implementation Best Practices

f. Information Transport Systems Installation Methods Manual (ITSIMM), 6th Edition

g. ANSI/BICSI 002-2011, Data Center Design and Implementation Best Practices

h. Network Systems and Commissioning (NSC) reference, 1st Edition

i. ANSI/NECA/BICSI 568-2006, Standard for Installing Commercial Building Telecommunications Cabling

j. NECA/BICSI 607-2011, Standard for Telecommunications Bonding and Grounding Planning and Installation Methods for Commercial Buildings

k. BICSI-003-2014 Building Information Modeling (BIM) Practices for Information Technology Systems

l. Telecommunications Distribution Methods Manual, 13th Edition

m. AV Design Reference Manual, 1st Edition

n. Network Design Reference Manual, 7th Edition

o. Outside Plant Design Reference Manual, 5th Edition

p. Wireless Design Reference Manual, 3rd Edition

q. Electronic Safety and Security Design Reference Manual, 3rd Edition

r. Commercial Installation On-the-Job Training Booklet

s. Telecommunications Project Management (TPM) reference, 1st Edition

8. Anywhere cabling standards conflict with one another or with electrical or safety codes, Contractor shall defer to the NEC and any applicable local codes or ordinances, or default to the most stringent requirements listed by either.

9. Knowledge and execution of applicable standards and codes is the sole responsibility of the Contractor.

10. Any violations of applicable standards or codes committed by the Contractor shall be remedied at the Contractor's expense.

D. Wilco Substitution Policy

1. This is a performance-based specification developed from the experience of Technology Services in providing exceptional solutions for all our facilities and departments. As such, substitution of specified systems is discouraged, but allowed if Contractor strictly follows Substitution Policy outlined below.

2. Contractors offering product substitutions or equivalents are responsible for proving equal or superior mechanical and transmission performance to those products listed herein.

3. The process for substituting products other than those specified is as follows:

    a. Any Contractor wishing to offer structured cabling or associated infrastructure products other than those specified shall submit a request for product substitution in writing no less than one week in advance of bid.

Written requests for substitution shall be accompanied by three samples of the substitution product along with associated drawings, specification sheets and engineering documents for evaluation by Technology Services.

Any copper or fiber cabling products that carry signal shall be accompanied by third party laboratory performance test reports from an ITS/ETL proving equivalency in transmission performance.

4. Equal product acceptance must be received from Wilco in writing to be valid.

5. Contractor shall assume all costs for removal and replacement of any substituted product installed without prior written approval. Such costs shall include but not be limited to labor, materials as well as any penalties, fees or costs incurred for late completion.

E. Contractor Qualifications

1. General

    a. Contractor must have at least 5 years documented experience installing and testing structured cabling systems of similar type and size. Contractor must also provide a list of key installation personnel, their hire dates, and a resume of their experience. Key installation personnel shall include at least one foreman and one journey level installer or technician. By submitting the names of these personnel, the contractor is committing them to the execution of the project outlined in this specification. No temporary labor shall be allowed, all contractor employees shall be full time, and proof showing full time employment must be on file.

    b. Contractor shall have offices and service personnel based with a fifty-mile radius of Williamson County and be capable of same-day response to service calls.

    c. At anytime Wilco can request background checks on personnel working on county property.

Contractor shall employ at least one BICSI Registered Communication Distribution Designer “RCDD”. The RCDD shall provide approval on the design, installation, and documentation of this communications system along with making sure all Panduit Certification Plus System Warranty documentation and requirements are met and submitted to Panduit upon completion of the project. The RCDD must be local to the office where work is taking place.

The contractor shall not subcontract voice/data/video/fiber cabling, termination or testing without the written permission of Panduit and Williamson County. If any work is subcontracted it shall be to an approved Panduit PartnerONE Certified Installer (Silver/Gold/Platinum) in good standing.

Contractor shall have all necessary permits, licenses, and inspections required for the performance of data, voice, and fiber optic cable installations.

Contactor shall be a current Panduit PartnerONE Certified Installer (Silver/Gold/Platinum) or accepted substitute manufacturer (See Substitution Policy). A copy of the corporate manufacturer certification must be included with all quotes.

At least 30 percent of the technicians on the job must have a current Panduit Certified Copper Technicians certificate, or accepted substitute manufacturer, to install copper distribution systems.

At least 30 percent of the technicians installing any Fiber Distribution Systems must have a current Panduit Certified Fiber Technicians certificate, or accepted substitute manufacturer certificate, to install fiber distribution systems

The Telecommunications contractor must provide a project manager to serve as the single point of contact to manage the installation, speak for the contractor and provide the following functions:

- Initiate and coordinate tasks with the Williamson County Project Manager and others as specified by the project schedule.
- Provide day to day direction and-site supervision of Contractor personnel.
- Ensure conformance with all contract and warranty provisions.
- Participate in weekly site project meetings.
- This individual will remain project manager for the duration of the project. The contractor may change Project Manager only with the written approval of Williamson County.

Contractor Project manager must be manufacturer certified in the copper and fiber information transport systems to be installed.

2. References

    a. Communications Contractor shall provide with bid, a list of three reference accounts where similar Data, Voice, Fiber Optic Cable, and related equipment installation work was performed within the last year (twelve-month period).

3. Termination of Services

    a. Williamson County reserves the right to terminate the Communication Contractor's services if at any time the Technology Services Engineer or Facilities Project Manager determines the Communication Contractor is not fulfilling their responsibilities as defined within this document.

Contractor's appearance and work ethics shall be of a professional manner, dress shall be commensurate with work being performed.

Dress displaying lewd or controversial innuendos will strictly be prohibited.

Conduct on Williamson County property will be professional in nature.

Any person in the Contractor's employ working on a Williamson County project considered by Williamson County to be incompetent or disorderly, or for any other reason unsatisfactory or undesirable to the Department of Technology Services, such person shall be removed from work on the Wilco project.

Upon termination, the Communications Contractor shall be restricted from the premises and compensated for the percentage of work completed satisfactorily.

4. Other Contractor Responsibilities

    a. All Contractors working within a Wilco facility are fully responsible for understanding and adhering to all rules and requirements listed in Appendix A – "Wilco Contractor/Vendor Rules and Regulations".

    b. All Contractors working within a Wilco facility department is fully responsible for understanding and adhering to all rules and requirements listed in Appendix B – "POLICY & PROCEDURE CONCERNING ALL ELECTRICAL, TELECOMMUNICATIONS AND NETWORKING INSTALLATIONS AND/OR MODIFICATIONS".

    c. Confirmation of Pathway and Cable Manager Sizing:

        - Wherever cabling pathways or managers are installed, it is the Contractor's responsibility to confirm pathway or manager sizing to represent no more than 35% fill according to manufacturer's fill charts based on projected cable densities when racking systems and cabling pathways are fully populated.
        - Pathways overfilled upon installation will not be accepted and shall be remedied at Contractor expense.

    d. Contractor is responsible for the removal and disposal of all installation and construction debris created in the process of the job. All work areas will be cleaned at the conclusion of the workday and no tools or materials shall be left in a manner as to pose a safety hazard.

Contractor must remove all abandoned cable per Article 800 of the National Electrical Code and per TIA and BICSI standards, recycling these materials where possible. Removal of orphaned cable is mandatory. Contractors must consider this when placing bids.

Contractor shall abide by the regulations set by local Williamson County's Security Policy pertaining to access and conduct while on Wilco property.

Contractor shall all obey all posted speed limits and parking regulations at the Williamson County facilities where the work is being performed.

F. Warranty

1. General

    a. Contractor shall provide a Panduit Certification Plus Warranty on all copper and fiber permanent cabling links.

It is understood the Panduit Certification Plus Warranty is a system performance warranty guaranteeing for 25 years from acceptance that the installed system shall support all data link protocols for which that Category of copper cabling system or fiber OM/OS designation of fiber optic system is engineered to support according to current and future IEEE and TIA standards.

The Panduit Certification Plus Warranty may be invoked only if the cabling channel links are comprised of continuous manufacturer approved components, including patch cords, equipment cords and fiber jumpers.

Upon acceptance of Warranty, Panduit will mail a notification letter to the installer and a notification letter and warranty certificate to Williamson County.

2. Contractor Warranty Obligations

    a. Installation firm (Contractor) must be a current Panduit PartnerONE Certified Installer (Silver/Gold/Platinum) or approved equivalent manufacturer in good standing and shall include a copy of the company installation certification with the bid.

Contractor shall name a supervisor to serve on site as a liaison responsible to inspect and assure all terminations are compliant to factory methods taught in Panduit Technician Certification Training, or approved equal, and according to all Standards cited in the Regulatory References section of this document.

Contractor liaison (project supervisor) shall have a current, up-to-date Panduit Certified Technician (PCT) certificate in both copper and fiber. Copies of the copper and fiber certificates of the Panduit liaison shall be submitted with the bid. These requirements are the same for accepted equivalent manufacturers. See "Substitution Policy" for mandatory procedure when offering substitutions.

Fiber optic cabling system additions and upgrade to existing facilities shall match the fiber type (OM/OS designation) of the system to which it is being installed. Contractor shall under no circumstances mix different OM/OS classes of cable or termination devices (connectors) within the same system.

All intra-building new fiber optic installations shall utilize an appropriate cable construction as specified herein.

All UTP cable pulled and terminated shall be Category 6/6A cable and connectivity whether new or legacy systems.

All UTP terminations within the Williamson County (new) projects shall be terminated using the T568B pin-out (wire map). Legacy additions shall match the copper pin-out of the facility to which cabling is being added-to or upgraded.

Contractor shall install all racking and support structures according to cited Standards in such fashion as to maintain both cited industry standards as well as manufacturer recommendations for uniform support, protection, and

segregation of different cable types,

Contractor is responsible for maintenance of maximum pulling tensions, minimum bend radius, and approved termination methods as well as adhering to industry accepted practices of good workmanship.

Contractor is responsible for understanding and submitting to Panduit all documents required prior to project start to apply for the Panduit Certification Plus Warranty. These include but are not limited to the project information form and SCS warranty agreement. These requirements are the same for accepted equivalent manufacturers. See “Substitution Policy” for mandatory procedure when offering substitutions.

Contractor is responsible for understanding and submitting to Panduit all documents required at project end. These include, but are not limited to completed warranty forms, passing test reports and drawings of floor plans showing locations of links tested. These requirements are the same for accepted equivalent manufacturers. See “Substitution Policy” for mandatory procedure when offering substitutions.

Test results shall be delivered in the tester native format (not Excel) and represent the full test report, summaries shall not be accepted. Contact your Panduit representative for a current list of approved testers, test leads and latest operating systems.

The Communications Contractor will correct any problems and malfunctions that are warranty-related issues without additional charge to Williamson County for the entire warranty period.

The warranty period shall commence following the final acceptance of the project by Williamson County and written confirmation of Warranty from Panduit. These requirements are the same for accepted equivalent manufacturers. See “Substitution Policy” for mandatory procedure when offering substitutions.

<END OF SECTION>

II. Installation and Maintenance Guidelines

A. Maintenance of Patch Fields

1. Any persons, whether with a Contractor or Williamson County, adding or moving copper or fiber optic patch (equipment) cords shall do so in a neat, workmanlike fashion in keeping with the intended cable management concept and according to all industry best practices as outlined in cabling standards and applicable BICSI publications referenced in this document.

2. Persons performing such moves, adds or changes (MACs) shall further adhere to the following:

    a. Use existing cabling management pathways and take care to place cable like with like, maintaining original segregation strategies for separating fiber and copper cables as well as any separation necessary between different types of copper cables.

Cables shall be dressed neatly within patch management pathways with care taken to maintain minimum bend radius of not less than 4 times the cord outer diameter for copper and not less than a 1" bend radius for fiber jumpers as per ANSI/TIA 568-C.0.

All patch cords used shall be of same copper Category or fiber OM/OS designation as the media used in the permanent cabling links.

Patching in all cases shall be done using factory terminated cords manufactured for that purpose. Hand terminated patch cords will not be accepted.

All patch cords or jumpers must be completely contained within supplied cable management paths. Cables draped across the front cabinets or racks will not be accepted and shall be remedied at Contractor's expense.

Any persons installing or moving fiber optic patch cords for any reason will clean the connector with lint-free wipes and 99% or higher isopropyl alcohol before replacing the connector in a patch or equipment port.

Any technicians, whether with Williamson County or Contractors performing moves, adds or changes within patch field will label additions to the system according to the labeling conventions in place at that facility.

Any persons with Williamson County or installing Contractor performing moves, adds or changes within patch field will record the move according to record system in place at that facility.

B. Cable Pulling and Termination

1. General

    a. Contractor is responsible for installing systems according to all applicable codes and the standards cited in this document.

Contractor shall use grommets/bushings to protect the cable when passing through metal studs or any openings that can possibly cause damage to the cable. This includes grommets on ends of hard conduit where used.

Do not deform the jacket of the cable. The jacket shall be continuous, free from pinholes, splits, blisters, burn holes or other imperfections.

Install proper cable supports, spaced less than 5 feet apart, and within manufacturer's requirements for fill ratio and

load ratings.

Leave a pull string to the end of each conduit run. Replace pull string if it was used for a cable pull.

Note service loops may not touch the drop-ceiling assembly. Any portion of the communications cabling contacting ceiling structures must be remedied at the Contractor expense.

Label every cable within 12 in. of the ends with self-laminating wire wrap cable appropriate to that cable size. Use a unique number for each cable segment as required by the project documentation and the labeling section of this document.

Dress the cables neatly with hook and loop fire retardant cable ties. Plastic ties are NOT approved

Contractors installing cabling systems in Williamson County facilities shall install plenum rated cable in all instances. Non-plenum cable is not allowed and shall be removed at Contractor's expense.

2. Copper

    a. When making additions to legacy systems, Contractor shall match the cabling configuration (pinout) of the existing systems. Legacy systems at Williamson County are in most cases T568B.

Within all new installations within Williamson County facilities, contactor shall use copper pinout T568B.

All four pair Category 6/6A cable runs shall be kept to a maximum permanent link length of 83 meters when using a total 10 meters of 28 awg" small diameter" patch cords.

Use low to moderate force when pulling cable. Maximum tensile load may not exceed 25' lbs. maximum pulling force per 4 pair cable.

No pathway, including conduits shall have greater than a 35% fill per manufacturer fill charts. Contractor is responsible for bringing to the attention of Williamson County project manager any insufficiently sized conduit or cable pathways discovered on site or in project documentation.

Keep Category 6/6A cables as far away from potential sources of EMI (electrical cables, transformers, light fixtures, etc.) as required in cited TIA Standards.

All copper horizontal cabling shall have slack service loops no less than 12" at the work area (equipment outlet) and not less than 3 feet in the telecommunications room.

Service loops may be wall mounted or contained in pathways or racking systems if done in a neat, workmanlike fashion using concentric circles or s-turns.

All UTP patching shall be accomplished using modular patch panels as indicated elsewhere in this document.

All removed copper cable is to be disposed of in a Williamson County recycling bin designated for "copper" or removed from the property to be disposed of by Contractor if this is the instructions in the project documentation.

3. Fiber

    a. When making additions to legacy systems, Contractor shall match the fiber type and fiber connectors used within that system.

Within all new fiber installations within Williamson County, contactor shall utilize an approved fusion splice termination method. See product section and Appendix C for details.

When installing fiber cable, Contractor shall maintain a minimum bend radius, both under pulling load and static (installed), per requirements outlined within TIA standards, or manufacturer's recommendations, whichever is the most stringent.

Fiber terminations shall be done according to recommendations of TIA, manufacturer's requirements and accepted industry best practices.

All unjacketed fiber shall be contained within appropriate fiber enclosures. Exposed tight-buffered or loose-tube strands will not be tolerated and shall be remedied at Contractor's expense.

Contractor shall perform test setup and testing according to guidelines in the "Testing and Acceptance" section of this document.

<END OF SECTION>

III. Cabling Systems and Associated Infrastructure

A. Cabling Subsystem I – Horizontal Cabling System

1. Horizontal Cabling systems will NOT be utilized within the Rackspace. There will be 1U between the Patch Panel and the next to allow a 48P Switch to fit in-between and the utilization of 1ft Cables will be used.

2. Metal Conduit

    b. Contractor shall size conduit large enough to accommodate at least 50% growth. I.e. conduit for 4 cables shall be sized to accommodate 6 cables at less than 40% calculated fill based on cable OD.

3. Equipment Outlets (Faceplates)

    a. When adding horizontal cabling to existing facilities within Williamson County, Contractor shall match the existing cable plant regarding color of existing raceway and faceplates.

Flush mount faceplates in new projects shall be Panduit Mini-Com® faceplates (or approved equivalent) with label fields as called for in the project documentation.

- Faceplates with no labels shall include painted combination head screws.
- The faceplates shall mount to standard U.S. NEMA boxes and adapters with screw-to-screw dimensions of 3.28" (83.3mm).
- Faceplates shall be available with or without labels.
- Dedicated sloped versions shall be available for improved bend radius control and decreased requirements in wall depth.
- Each faceplate shall accept Mini-Com ® modules that can be individually inserted and removed as required.

    b. See Appendix C for faceplate part numbers.

4. Equipment Outlets – Surface Boxes

    a. Wireless access points on walls and ceilings utilize Category 6A horizontal runs (drops)

        - Terminated at location with TX6A™ Category 6A Field Term RJ45 Angled Plug

    b. IP Cameras on walls and ceilings utilize Category 6A horizontal runs (drops)

        - Terminated at location with Two-hole Boxes (Ceiling) or Junction Box with Mini-Com single gang vertical faceplate (Wall).

    c. Two-hole boxes shall further meet the following requirements:

        - Boxes shall be in electric ivory or international white as called for in project-specific documentation.
        - Able to accept all Mini-com ® Modules
        - Include mounting screws and adhesive tape

- Be compatible with Panduit® LD3, LD5, and LD10 Raceway.

5. Copper Jacks

   a. Modular jacks shall be Panduit Category 6/6A Mini-Com® TG-Series Jack Modules (or approved equivalent) and have the following characteristics.

      - The eight position modules shall be used in all work areas and shall meet the connector requirements of the TIA/EIA Category 6/6A standard.
      - The wiring scheme label shall be available with both T568A and T568B wiring schemes.
      - The modules shall terminate four pair 24 and 22 AWG 100-ohm solid unshielded twisted pair cable.
      - The modules shall be universal in design, including complying with the intermate ability standard IEC 60603-7 for backward compatibility.
      - Category 6/6A modules shall have UL and CSA approval. The modules shall have ETL verified Category 6/6A performance and ISO Class E performance (as defined in ISO/IEC 11801) in both the basic and channel links.
      - They shall be rated for 75°C maximum operating temperature heat capacity.
      - They shall be universal in design, accepting six or eight pair modular plugs without damage to the outer module contacts.
      - The modules shall be able to be re-terminated a minimum of 10 times and be available in 11 standard colors for color-coding purposes.
      - The module shall snap into all Mini-Com® outlets and patch panels.

Consult project documentation for jack color coding in use for that installation.

See Appendix C at the end of this document for part numbers.

6. Category 6/6A Unshielded Twisted Pair Cable

   a. Category 6/6A UTP cable shall be plenum jacket.

For cable colors on actual project, consult the project documentation.

See Appendix C at the end of this document for cable part numbers.

7. Distributor I (Horizontal Patch Panels) – standard density patch panels

   a. Williamson County copper patch panels in the horizontal patch fields shall be flat 1 RU or 2 RU Mini-Com® type with frames of either metal or molded polymer.

      - Patch panels shall be available in standard density 24 and 48-port configurations.
      - Patch panels include pre-numbered labels with writable surface

For instructions for which patch panel to use consult project-specific documentation.

For detailed part numbers see “Appendix C” at the end of this document.

8. Small Diameter Category 6/6A Copper Patch Cords

    a. Copper patching of Category 6/6A links in Williamson County facilities shall use Panduit 28 awg “small diameter” patch cords having the following characteristics:

        - Cable diameter not more than 0.150 in. (3.8mm) nominal.
        - FCC and ANSI compliance: Meets ANSI/TIA/EIA-1096-A; contacts plated with 50 micro inches of gold for superior performance.
        - IEC compliance: Meets IEC 60603-7 c (UL) US listed: UL 1863, CSA standard C22.2.
        - PoE compliance: Meets IEEE 802.3af and IEEE 802.3at for PoE applications in bundle sizes up to 48 cables.
        - Operating temperature: 14°F to 140°F (-10°C to 60°C).
        - Storage temperature: -40°F to 158°F (-40°C to 70°C).
        - Plug housing: UL94V-0 rated clear Polycarbonate.
        - Contacts: Gold plated phosphor bronze.
        - RoHS compliance: Compliant.
        - Flammability rating: CM/LSZH dual rated.

For in telecom patch fields, Wilco projects use color coded small diameter patch cords to indicate various circuits. These colors and circuits they represent are as follows:

Blue = Common Data Drops
Black = Utility (AC/Building Maint.)
Yellow = Security (Cameras/Door Access)
White = Wireless AP
Red = Public Safety

Consult project documentation for how color coding is to be used on that job.

See Appendix C for part numbers.

9. Surface Mount Raceway – Wall Mount

    a. Panduit LD-Series or T-Series Raceways.

10. Modular Furniture Raceway

    a. Office and administrative areas repurposing used modular furniture may require additional cable pathway space and shall utilize Pan-Way ® Office Furniture Raceway System, or approved equivalent.

    b. Such modular furniture raceway shall provide cable paths along the top of modular furniture partitions dropping services (equipment outlets) at work surface level.

c. Modular furniture raceway must meet the following requirements:

- UL listed in accordance with UL-5C requirements for Class 2 Communication Cable Management Systems.
- Maintains bend radius control throughout the entire office furniture raceway system as required by TIA/EIA-568-B and 569-B.
- Faceplates are compliant with the labeling requirements of the TIA/EIA-606-A standard.
- Robust design and tamper resistant closure increases product stability and prevents damage to cabling during and after installation.
- Product supplied with adhesive backing for fast and easy installation.
- Creates a virtually invisible solution for routing data cables on panels from all common manufacturers with a top cap width between 1.88" and 2.30".
- Designed for use with Mini-Com ® Connectivity, also accepts all common manufacturers' connectivity with use of a NEMA standard 70mm faceplate or module frame.

Consult Appendix C for part numbers.

11. Power and Communications Poles

a. Many Wilco offices use power/communications poles to deliver power and data cables from the ceiling into the work area space below.

b. See Appendix C for part numbers for 11' and 13' power/communications poles.

C. Cabling Subsystem II – Intrabuilding Fiber Backbone

a. Intrabuilding single mode Fiber Trunks are for Use within Buildings.

b. On additions to existing Williamson County fiber cable plant, Contractor shall match existing fiber and connector types.

c. In new Williamson County projects, backbone fiber running between telecom spaces within buildings (cabling subsystem II) shall be single mode Opti-Core® Fiber Optic Indoor Plenum Rated Interlocking Armored Cable and shall further have the following characteristics:

- Used in intrabuilding backbone, building backbone, and horizontal installations for riser (OFCR), plenum (OFCP), and harsh environments
- Interlocking aluminum armor eliminates the need for inner duct or conduit to provide a smaller crush resistant pathway for design flexibility and a lower installed cost
- Fiber strand count listed in drawings.
- Sheath markings provide positive identification, quality traceability, and length verification
- 900µm standards-based color-coded buffer coating protects fibers during handling and allows for easy identification and stripping
- Cable design and flexible buffer tubes allow for quick breakout and ease of routing

Contractor shall terminate tight-buffered cable constructions with Panduit Opti-cam LC fiber connectors.

See Appendix C for part numbers.

D. Cabling Sub-system III – Interbuilding Fiber Backbone

1. Single mode Fiber Trunks for Use Between Buildings

    a. On additions to existing Williamson County fiber cable plant. Contractor shall match existing fiber and connector types.

In new Williamson County projects, backbone fiber running between buildings (cabling subsystem III) shall be Panduit Opti-Core® Gel-Free Fiber Optic Indoor/Outdoor All-Dielectric Cable, or approved equivalent.

Loose tube outside plant cable shall be terminated in the entrance facility using approved Panduit fusion pigtails with appropriate Panduit fan-out kits, splice trays, and splice holders.

Fanout kits shall have the following properties:

- Used to build up 250µm fiber to 900µm loose buffered coating size for connector termination
- • Include 900µm hollow tubing and plastic housings
- • Include adhesive tape for mounting
- • Include TEFLON* powder for easy insertion of fibers

Refer to Appendix C for part numbers.

Interbuilding fiber trunks must have the following features:

- Allows installation using loose tube cable methods within buildings and outdoor environments for transitional aerial and duct applications, and in entrance facilities that require plenum (OFNP) rated cable
- Eliminates the need for building entrance transition point
- All-dielectric cable construction requires no grounding or bonding
- UV resistant cable sheathing meets the light absorption requirement defined by Telcordia GR-20, Issue 2 to withstand harsh outdoor environmental demands
- Dry water-blocking technology allows rapid cable preparation and termination for lower termination costs and time (no messy gel required)
- Available in 6 and 12-fiber counts in “central loose tube” design, and in 24, 36, 48, 72, 96 and 144-fiber counts in a “stranded loose tube” design
- Sheath markings provide positive identification, quality traceability, and length verification
- 250µm buffer coating protects fibers during handling and allows for ease of stripping

See Appendix C part numbers.

E. Fiber Connectivity

1. LC Fiber Connectors

    a. All LC terminations shall be done with Panduit fusion splice pigtails See Appendix C for part numbers on fiber connectors.

2. Fiber Enclosures

    a. Fiber cable terminations shall be contained in 2 RU or 4 RU Panduit FCE series rack mount fiber enclosures, or Wilco approved equal.

    b. Contractor shall select enclosure size as needed for the number of fibers projected to be in that telecommunication space when fully populated.

    c. Contractor shall fill any unused enclosure space with a blank fiber adapter panel (FAP).

    d. FCE enclosures shall further have the following properties:

        - Be able to hold QuickNet ™ Fiber Optic Cassettes, Opticom ® Fiber Adapter Panels, or splice modules.
        - Have a slide-out, tilt-down drawer to provide full front access to all fibers and cables.
        - Employ integral bend radius control and cable management appliances for fiber optic patch cords.
        - Have rear cable management for proper slacking/spooling of trunk cable breakouts and interconnect cables.
        - Have multiple trunk cable entry locations and include fiber optic cable routing kit (grommets, cable ties, spools, strain relief bracket, and ID/caution labels) for different installation configurations.

See Appendix C for part numbers.

3. Fiber Adapter Panels

    a. FCE fiber enclosures shall be populated with fiber adapter panels containing either 6 LC single mode duplex fiber adapters, or 12 LC single mode duplex fiber adapters depending on the density needs of the telecom room.

    b. Consult project documentation to determine whether 6 or 12 LC single mode duplex adapters are to be used on a given job.

Contractor is responsible to blank out any enclosure spaces where adapter panels are not used.

Adapter panels shall further have the following features:

- Loaded with TIA/EIA-604 FOCIS-10 compatible adapters.
- Exceed TIA/EIA-568-B.3 requirements.
- Adapter housing colors follow TIA/EIA-568-C.3 suggested color identification scheme.
- Snap quickly into the front of all Opticom ® components
- Accept FOCIS-10 compatible senior LC connectors at either end or FOCIS-10 junior LC connectors at the inside end for behind the wall applications.

- Both ends accept FOCIS-10 compatible senior LC connectors.
- Junior end also accepts FOCIS-10 compatible junior (fixed ferrule/springless) SC connectors.
- Choice of phosphor bronze or zirconia ceramic split sleeves to fit specific network requirements; zirconia ceramic split sleeves are recommended for OM4/OM4 multimode and OS1/OS2 single mode applications.
- Every adapter is laser marked with Q.C. number to assure 100% traceability.

Consult Appendix C for fiber adapter panels and blank adapter panels.

4. Fiber Patch Cords

a. Fiber patch fields within Williamson County facilities shall utilize riser rated singlemode LC fiber jumpers (fiber patch cords) that have the following properties:

- LC Duplex Fiber Optic Patch Cords, to allow users easy accessibility in tight areas when deploying very high-density LC patch fields.
- Jumpers shall be available in OS1, OS2 and single-mode and be available in in riser (OFNR), plenum (OFNP), and low smoke zero halogen (LSZH) rated jacket materials.

See “Appendix C” at the end of this document for single mode LC jumper part numbers.

F. Cable Pathways

1. Overhead Metallic Pathway

a. Cable delivery over racking systems in telecommunications rooms shall be done with Wyr-Grid® overhead cable tray routing system or College approved equal.

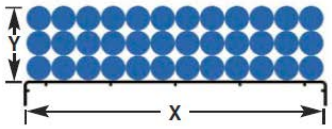
b. Any pathway offered must have the following properties:

- Wyr-Grid® Pathways are provided in four widths: 12" (305mm), 18" (457mm), 24" (610mm), and 30" (762mm).
- Wyr-Grid® System incorporates non-integral Snap-On sidewalls which minimize specification requirements and are offered in three different heights: 2" (50mm), 4" (102mm), and 6" (152mm).
- Wyr-Grid® Splice Connectors have an integral bonding screw that creates a mechanical-electrical bond between cable tray pathway sections.
- Wyr-Grid® Waterfalls are offered in two different configurations that attach to all pathway sections: 12" (305mm), 18" (457mm), 24" (610mm), and 30" (762mm) to facilitate bend radius control and cable management.
- Wyr-Grid® Support Brackets are offered in various widths to accommodate pathways: 12" (305mm), 18" (457mm), 24" (610mm), and 30" (762mm); have integral quick-clip retention; accommodate 1/2" or 12 mm threaded rods.

c. All metallic cable trays must be grounded, and all sections bonded in accordance with listing requirements for the system and per TIA 607-B including most recent revisions, TSB and addenda.

d. Contractor is responsible sizing all pathways to represent no more than a 35% fill upon installation per manufacturer's fill chart below:

Wire Fill for Wyr-Grid® Overhead Cable Tray Routing System



X (in.)	Y (in.)	Internal Area (in^2)	Category 6A (SD) Diameter 6.1mm 0.240"	Category 6A Diameter 7.6mm 0.300"	Category 6 Diameter 6.1mm 0.240"	X (in.)	Y (in.)	Internal Area (in^2)	Category 6A (SD) Diameter 6.1mm 0.240"	Category 6A Diameter 7.6mm 0.300"	Category 6 Diameter 6.1mm 0.240"
12.2	2	24.3	269	172	269	24.2	2	48.3	534	342	534
	4	48.7	538	344	538		4	96.7	1069	684	1069
	6	73.0	807	516	807		6	145.0	1603	1026	1603
18.2	2	36.3	401	257	401	30.2	2	60.3	666	427	666
	4	72.7	804	514	804		4	120.7	1334	854	1334
	6	109.0	1205	771	1205		6	181.0	2000	1280	2000

"Y" equates to the height of the Wyr-Grid® Optional Sidewalls. The internal area defines the allowable fill capacity based on the Wyr-Grid® Pathway width and optional sidewall height. The Wyr-Grid® Pathway cable fill is based on NEC allowable fill of 50%.
The above cable diameters represent the nominal Panduit cable diameter per performance level.

All cable trays and grounding conductors should be clearly marked in accordance with manufacturer's instructions, applicable codes, standards and regulations.

Contractor shall take care to segregate and protect armored fiber from copper cabling in metallic pathway.

Bundled copper and fiber backbones shall be dressed to maintain segregation of cable types throughout the pathway. Innerduct or separate fiber duct is not necessary, due to armored construction on fiber backbone.

See Appendix C for part numbers.

2. J-Hooks

e. J-hook systems used by Williamson County shall be Panduit "J-Pro" series, or approved equivalent.

Contractor installing J-hook systems shall space them no more than 5 feet apart as per TIA 569-C standard.

J-Hook Sizing shall be no greater than 2" and a maximum bundle size of 24 cables. If J-hooks are deemed too small by above criteria, Contractor shall bring this to the attention of Williamson County for resolution in writing.

J-hook systems used by Williamson County shall have the following properties:

- Patented design provides complete horizontal and vertical 1" bend radius control that helps prevent degradation of cable performance.
- UL 2043 and CAN/ULC S102.2 listed and suitable for use in air handling spaces.
- Pre-riveted assemblies allow for attachment to walls, ceilings, beams, threaded rods, drop wires and underfloor supports to meet requirements of a variety of applications.
- Wide cable support base prevents pinch points that could cause damage to cables.
- Cable tie channel allows user to easily install 3/4" (19.1mm) Tak-Ty ® Cable Ties to retain cable bundle.

- Durable non-metallic J Hook materials provide the ability to manage and support a large number of cables.
- Material: Black Nylon 6.6 J Hook with metal attachments.

f. See Appendix C for part numbers.

G. 19” Racks and Rack-mount Cable Managers

1. General:

   a. Wilco will often use a “active rack/passive rack” strategy, putting all active electronics on one rack and all associated patching on an adjacent rack. Consult project documentation for details on job.

2. Two-post Communications Racks

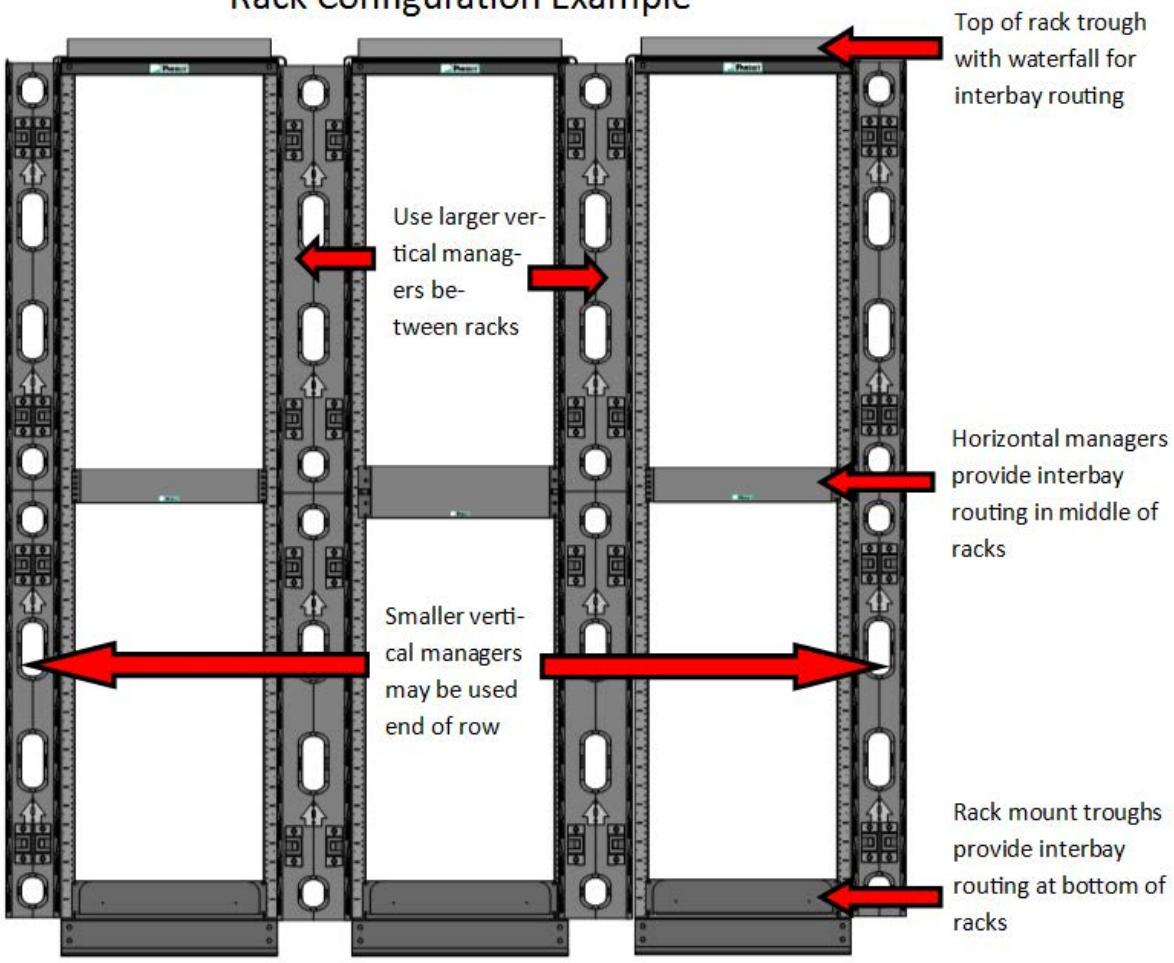
   a. 2-post racks will be Panduit black-powdered aluminum (or Wilco approved equivalent) and have the following properties:

      - 19" EIA rack, aluminum.
      - Dimensions : 84.0"H x 20.3"W x 3.0"D (2134mm x 514mm x 76mm).
      - Rack units numbering up from bottom to allow quick and easy location of rack mount items
      - UL listed for 1,000 lbs. load rating.
      - Double-sided #12-24 EIA universal mounting hole spacing with 24 #12-24 mounting screws included.
      - Accepts all Panduit cable management and patch panel products in addition to any industry standard 19" components.
      - Includes paint piercing washers for assembly to assure electrical continuity between components as pert TIA 607-B Bonding and Grounding Standard.

In telecommunications rooms with multi-bay rack rows configured such that patching will take place between racks, Contractor is responsible to include in design interbay routing pathways at the top, middle and bottom of each bay to provide efficient and neat routing between any two points within rack rows.

Interbay routing shall be provided in the form of top troughs, interbay mid-rack path and flanged shelf at the bottom. See rack configuration example below.

Rack Configuration Example



Size all cable managers to contain no more than 35% fill per manufacturer's fill tables upon installation

Contractor shall use 4RU trough CMLT19 at the base of each rack.

All racks shall be outfitted with a vertical grounding busbar along one rail, with all equipment bonded to ground according to TIA 607-B Bonding and Grounding Standard. See Bonding and Grounding section of this document for details.

See Appendix C for part numbers.

3. 4 Post Racks

    a. Racks in large equipment rooms and data centers may require 4 post racks. These racks shall have the following properties:

        - Independent adjustable front and rear mounting rails can be adjusted while the rack is secured to the floor
        - Printed rack space identification on all equipment rails allows for quick location of rack spaces, speeding
        - installation of rack mount items (shipped numbers up per TIA606 specifications; can be set to number down by flipping the rails)
        - Rack is UL listed for 2,500 lbs. load rating
        - Rear rail construction provides a clear ventilation path for side ventilated switches
        - Multiple mounting holes in top flanges for securing ladder rack
        - Weld nut construction eliminates the need for a second wrench increasing speed and ease of assembly
        - Multiple mounting locations for vertical power strips on any of the four posts or on the adjustable mounting rails
        - Paint piercing washers included

See Appendix C for 4 post racks part numbers.

4. Rack-mounted Cable Management – Vertical Managers

    a. Vertical cable managers shall be PatchRunner™2 Vertical Cable Management System in sizes 6” wide, 8” wide, or Wilco approved equivalent.

Contractor will use double sided (front and back) vertical managers on 2-post racks.

All vertical cable managers shall have dual hinged doors.

Contractor shall choose vertical cable manager width according to manufacturer’s fill tables to not represent more than a 35% fill at installation based on projected worst-case density when racks are fully populated.

Contractor shall bring to the attention of Wilco any case where the populated rack will exceed 35% upon installation for resolution from the Department of Information Technologies.

Vertical cable managers shall have the following features:

- Large finger openings accommodate up to 24 Category 6 cables

- Integral cable retainers on the end of each finger to help contain cables within each rack unit
- Bend radius fingers align with rack spaces to support cables as they transition to the vertical pathway
- Dual hinged covers can be opened 110° to the left or right to provide complete access to the cables inside the vertical pathway
- Snap-on cable retainers can be placed on to fingers to help retain cables in channel during installation and maintenance
- Vertical managers include hinged covers, cable retainers, mounting brackets and #12-24 screws

Part numbers are listed in Appendix C.

5. Rack-mounted Cable Management – Horizontal Managers

    a. No horizonal managers will be used, unless there is an absolute need for them.

H. Cable Accessories

1. Cable Ties

    a. Cable bundles on racks and in pathways shall be bundled with re-enterable hook and loop cable ties that come in continuous rolls. NYLON CABLE TIES ARE NOT PERMITTED UNDER ANY CIRCUMSTANCES.

    b. Contractor is responsible for using plenum hook and loop ties in air-return spaces.

See “Appendix C” for part numbers.

2. Physical Security Devices

    a. Some portions of Williamson County networks require additional physical security devices. These take three forms:

        - Devices that block-out copper and fiber ports in patch fields and faceplates that require a special tool for removal.
        - Devices that lock-in copper patch cords and require a special tool for removal of those patch cords.
        - Devices that temporarily or permanently block USB ports on laptops and computers.

Areas where such devices are required will be called out in the project documentation.

See Appendix C for part numbers.

I. Communications Grounding Network

1. General

    a. Contractor is responsible for bonding to ground all newly placed equipment and installed racks or cabinets per the TIA 607-B Standard.

2. Room Busbars

    a. All Telecommunications spaces and distributor rooms shall have installed an appropriately sized wall-mount busbar with BICSI hole spacing that bonds to the building bonding backbone.

    b. See Appendix C for appropriate room telecommunications grounding busbar.

3. Rack and Equipment Grounding

    a. Contractor is responsible for properly grounding all network equipment, racks and cabinets and bonding them to the wall mounted busbars as described in the TIA 607-C standard.

    b. All newly installed racks and cabinets shall have installed a vertical busbar mounted along one equipment rail to serve as a clean, low-resistance bonding place for any equipment not equipped with a designated grounding pad.

Smaller equipment without an integrated grounding pad shall be bonded to the vertical busbar using a thread-forming grounding screw that is anodized green and includes serrations under the head to cut through oxidation or paint on the equipment flange.

Larger equipment (chassis switches) with a designated grounding terminal shall be bonded to the vertical busbar with an EBC (equipment bonding conductor) kit built to that purpose.

Contractor shall take care to clean (wire brush, scotch brite pads) any metallic surface to be bonded down to bare metal and apply a film of anti-oxidation paste to the surfaces prior to effecting the bond.

All bonding lugs on racks and busbars shall be of two-hole irreversible compression type. Mechanical lugs and single-hole lugs will not be accepted and shall be removed and replaced at Contractor's expense.

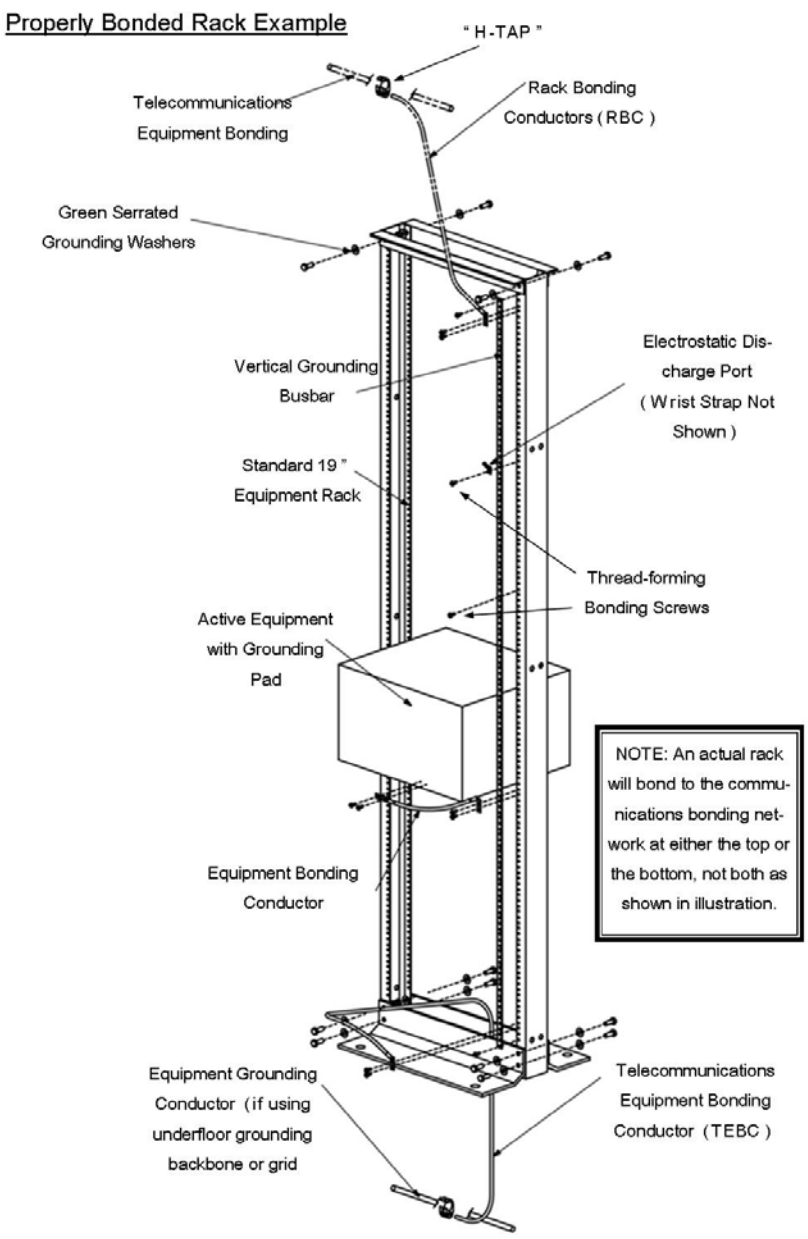
Every rack or cabinet shall have an individual bonding conductor into the grounding network, serially connecting (daisy-chaining) of racks is expressly forbidden and will not be accepted.

Rack Bonding Conductors (RBC) may tap into an overhead or underfloor aisle ground or may run to the wall-mounted grounding busbar in smaller Telecommunications rooms containing 5 racks or less.

A minimum of every other rack or cabinet shall be outfitted with a properly installed and bonded ESD (electro-static discharge) port along with a wrist strap and lead to be used by any technicians servicing network equipment. On four post racks and cabinets these ESC ports and straps shall be provided on front and back to be accessible and able to reach any active equipment needing servicing.

Armored cables shall be properly bonded to the earthing system on both ends with a kit built to that purpose.

For examples of rack grounding refer to the illustrations below:



<END OF SECTION>

IV. Network Labeling

A. General Requirements

1. When labeling any Williamson County network system, Contractor shall adhere to the following requirements:

    a. All cabling added to existing “legacy” installations shall follow the labeling convention in place at that location.

    b. All labeling of installed cabling in new projects shall satisfy all requirements of Williamson County.

    c. Contractor shall, wherever possible pre-print labels using Panduit Easy-Mark software and laser jet printer, or Wilco approved equivalent.

    d. The Panduit PanTher (LS8E) hand-held thermal transfer printer or Wilco approved equivalent shall be used on site to print labels that were unanticipated, or that become damaged in application. Preferred Printer: Epson MP300

    e. This labeling strategy shall, at a minimum, clearly identify all components of the system: racks, cables, panels and outlets, grounding, pathways and spaces like telecommunications rooms.

All labeling information shall be recorded on the as-built drawings and all test documents shall reflect the appropriate labeling scheme.

Labeling will Identify the Floor and Port Number. Ex: 1st floor = 1-201, 2nd floor = 2-201, If there is multiple IDFs on a floor they will be separated as A,B. Example: 1st floor A1-201, B1-201, 2nd Floor A2-201, B2-201.

All label printing will be machine generated by either hand-held labeling systems or computer-generated using programs and materials built specifically for communications labeling.

Handwritten labels will not be accepted and must be remedied at Contractors expense.

Cabling system labels shall utilize materials designed to outlast the cabling elements to which they attach. Office quality labels will not be accepted.

Cable labels shall be self-laminating, appropriately sized to the outside diameter of the cable and placed within view at the termination point on each end.

Outlet, patch panel and wiring block labels shall be installed on, or in, the space provided on the device.

Machine-generated labels shall be installed behind the clear lens or cover on any device that provides such an option.

All labels will be permanently affixed to installed cables, patch panels, racks, cabinets, and enclosures.

Conduit shall be marked indicating the identification of the cable within.

Labels shall be legible and placed in a position that insures ease or visibility.

Label type must be as listed in Appendix C - Materials section at the end of this document.

<END OF SECTION>

V. Testing and Acceptance

A. General

1. All cables and termination hardware shall be 100% tested for defects in installation and to verify cabling system performance under installed conditions.

2. All copper pairs or optical fibers of each installed cable shall be tested and verified prior to system acceptance.

3. Any defect in the cabling system performance or installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors or fibers in all cables installed.

4. All cables shall be tested in accordance with this document, the ANSI/TIA Standards, the PANDUIT® ™Certification Plus System Warranty guidelines and best industry practice.

5. If any of these are in conflict, the Contractor shall bring any discrepancies to the attention of the project team for clarification and resolution.

B. Copper Link Testing

1. All twisted-pair copper cable links shall be tested for compliance to the requirements in ANSI/TIA 1152 and ANSI/TIA 568-C.2 for the appropriate Category of cabling installed using a test unit meeting a minimum IEC IIIe level of accuracy.

2. All testers used must have been factory calibrated by the manufacturer within one year of use or according to factory calibration recommendations, whichever is the more stringent.

3. Contractor shall set references according to manufacturer's recommendation prior to each day's testing and reset references anytime tester is left unused for more than two hours.

4. For warranty purposes, Contractor shall perform the appropriate Permanent Link test. Channel Link testing is rendered void by the movement of patch cords and can be run but not used for final acceptance criteria.

C. Fiber Testing

1. All installed fiber shall be tested for link-loss in accordance with ANSI/TIA-C.0 and shall be within limits specified within ANSI/TIA-C.3, or as spelled out in the project documentation.

2. For horizontal cabling system using multimode optical fiber, attenuation shall be measured in **both directions** at 850 nanometer (nm) **and** 1300 nm using an LED light source and power meter.

3. Attenuation testing shall be performed with a stable launch condition using two-meter jumpers to attach the test equipment to the cable plant. The light source shall be left in place after calibration and the power meter moved to the far end to take measurements.

4. Backbone & WAN single-mode fiber cabling shall be power tested at the 1310 and 1550 wavelengths in both directions. OTDR traces shall be performed in both directions at 1310 and 1550 wavelengths. End face termination/connector captures shall be performed on each connector with a passing result.

5. Test set-up and performance shall be conducted in accordance with ANSI/568-C.0 standard, Method B.

6. Where links are combined to complete a circuit between devices, the Contractor shall test each link from end to end to ensure the performance of the system. Only basic link-loss testing with a power meter is required. The contractor can optionally install patch cords to complete the circuit and then test the entire channel. The test method shall be the same used for the test described above.

7. The values for calculating loss shall be those defined in the ANSI/TIA 568-C.3 Standard. If the link loss requirements defined within the standard conflict with those referenced in the project documentation, Contractor shall immediately bring this to the attention of Information Technologies for resolution.

D. System Documentation

1. Upon completion of the installation, the telecommunications contractor shall provide three (3) full documentation sets to Wilco for approval. Documentation shall include the items detailed in the sub-sections below.

2. Documentation shall be submitted within ten (10) working days of the completion of each testing phase. This is inclusive of all test results and draft as-built drawings. Draft drawings may include annotations done by hand. Machine generated (final) copies of all drawings shall be submitted within 30 working days of the completion of each testing phase.

3. Contractor shall submit with drawings a diagram of each telecommunications room with indicating which cabling drops will terminate in which rooms (classrooms). This is both to give an idea of contractor cable plant design, as well as to facilitate future troubleshooting.

4. At the request of the Information Technologies Engineer, the telecommunications contractor shall provide copies of the original test results in tester native format, not spreadsheet.

5. Information Technologies may request that a 10% random field re-test be conducted on the cable system, at no additional cost, to verify documented findings. Tests shall be a repeat of those defined above. If findings contradict the documentation submitted by the telecommunications contractor, additional testing can be requested to the extent determined necessary by Information Technologies, including a 100% re-test. This re-test shall be at no additional cost to the Williamson County.

E. Test Results

1. Documentation shall be provided in electronic format within three weeks after the completion of the project. The media shall be clearly marked on the outside front cover with the words “Project Test Documentation”, the project name, and the date of completion (month and year).

2. The results shall include a record of test frequencies, cable type, conductor pair and cable (or outlet) I.D., measurement direction, reference setup, and crew member name(s). Documentation shall also include test equipment name, manufacturer, model number, serial number, software version and last factory calibration date.

3. Unless the manufacturer specifies a more frequent calibration cycle, an annual calibration cycle is anticipated on all test equipment used for this installation.

4. The test document shall detail the test method used and the specific settings of the equipment during the test as well as the software version being used in the field test equipment.

5. Printouts generated for each cable by the wire (or fiber) test instrument shall be submitted as part of the documentation package. Alternately, the telecommunications contractor may furnish this information in electronic form.

6. The media shall contain the electronic equivalent of the test results as defined by the specification along with the software necessary to view and evaluate the test reports.

7. When repairs and re-tests are performed, the problem found and effective action taken shall be noted, and both the failed and passed test data shall be documented.

8. The As-Built drawings are to include cable routes and outlet locations. Their sequential number as defined elsewhere in this document shall identify outlet locations.

9. Numbering, icons, and drawing conventions used shall be consistent throughout all documentation provided. Williamson County will provide floor plans in paper and electronic (DWG, AutoCAD) formats on which as-built construction information can be added.

10. These documents will be modified accordingly by the Telecommunications Contractor to denote as-built information as defined above and returned to the Williamson County.

11. The Contractors shall annotate the base drawings and return a hard copy (same plot size as originals) and electronic (AutoCAD) form.

<END OF DOCUMENT>

Appendix A – Wilco Contractor/Vendor Rules and Regulations

Wilco Contractor/Vendor Rules and Regulations

Williamson County maintains specific rules and regulations that apply to all contractors and vendors who perform work or provide services. It is the responsibility of the contractor or vendor to ensure that all rules and regulations are always adhered to. Any employee of the contractor or vendor who does not adhere to the rules and regulations will be asked to leave the property and will not be permitted to return. Poor conduct will not be tolerated.

You or your company may not perform any work or services in the building or on the grounds until the following mandatory requirements are met:

1. A certificate of liability insurance for your company must be filed with the Facilities department. The certificate must be current and must meet building insurance requirements for coverage and indemnification.
2. All subcontractors must be approved by Technology Services or Facilities.
3. Each worker, whether employed by your company or by a subcontractor, must possess an understanding of building safety procedures.
4. All permits must be displayed, and a copy must be on file with Facilities.

The following general rules apply to all vendors, contractors and subcontractors:

1. **ALL Facilities are Smoke Free**. No smoking in any area of the buildings, roof or loading docks.
2. All workers are expected to behave professionally. Please remember the importance of your appearance and professionalism in and around our buildings.
3. All contractors must wear proper attire while on the premises. Shirts or hats with profanity are not permitted on the property. All contractor employees must have identification with their company's name on it.
4. All combustible and flammable materials or liquids must be stored properly, and the Facilities Department must be notified of the presence of such materials.
5. Please check in at the Construction site or Facilities department for building access and/or prior to starting any work, unless otherwise specified.

General Requirements:

1) All construction and construction related activities will conform to all State, Local, Federal & OSHA laws
2) Contractor shall ensure that the construction site and adjoining areas including hallways and access ways are always kept clean. Areas not under construction but affected by or used during construction are to be protected from damage. Floors and carpets are to be covered with protective materials.
3) Contractor shall be responsible for the repair of all damages caused by them or their subcontractors.
4) Construction signs and/or barriers visible to tenants and guests of the building must be approved by Facilities prior to installation.
5) Physical or verbal abuse or harassment of any individual is prohibited.
6) Workers will be allowed in area where construction is taking place. All work which requires entering other tenant areas or common areas will be coordinated with Facilities.
7) Work being done outside of the hours of 8:00 am – 5:00 pm must be coordinated with Facilities or Technology Services departments.

Cleaning

1) It is expected that all areas outside of the work area will be kept clean to include but not limited to:
   a) Common areas
   b) Elevator/Loading dock routes
   c) Exterior areas
2) Work areas must always be kept clean. Each contractor is responsible for removing any trash or debris associated with their work activities. It is the contractor's responsibility to vacuum and dust common areas if work activities create excessive dust and trash
3) It is expected that walk off mats will be used at all areas of entry and exit of the space. The mats should be changed frequently to keep a tidy appearance and upon request of Facilities or Technology Services.
4) It is expected that if construction deliveries coming from the loading docks cause excessive dirt and damage to the existing finish of the common area floors as deemed by Facilities, the contractor will be expected to reimburse the facility for stripping and waxing or cleaning of the carpet. If this policy is not adhered to, the building will take appropriate action and charge back the contractor all costs associated with the activity.
5) If damage does not clean or is unable to be repaired the contractor will be responsible for the replacement of the goods.
6) Utility sinks are to be cleaned if used. No construction waste, paint thinner or other obstructing or hazardous materials are to be poured done the drain or left to clog the sinks
7) Carpets and flooring within the work area as well as the common areas must always be maintained in a clean and undamaged condition. Contractor shall be responsible for any damage and should report any preexisting conditions prior to the commencement of work.
8) Fire Exit doors and/or evacuation pathways must be open at all time and free of debris or clutter
9) There will be a mandatory post work inspection completed. This will consist of a representative from Facilities, along with a representative from the company completing the work. This will be to inspect the work completed, as well as the cleanliness of the area at the finish of the project. The associated post inspection form must be completed and signed by both representatives. Any requests made from the facilities department during this time must be met prior to receiving payment for work. If contractor does not comply with post work inspection, they will be back charged for any costs associated to with the issues.

Construction

1) All Air Handling Returns must be sealed during construction. Contractors must notify Facilities prior to using any products that could generate dust or odors that may migrate into the buildings HVAC system or other tenant spaces. Off hour restrictions may be required.
2) All construction related trash must be properly disposed of in a construction dumpster by contractor. Facilities will approve location.
3) A representative of the Facilities department will attend all weekly job meetings.
4) The owner reserves the right of first refusal on all demo'd materials
5) All Wilco buildings are smoke free
6) Any unused materials such as conduit, wiring, building materials must be disposed of by the contractor
7) Prevailing wage rates must be posted at the worksite in accordance with M.G.L. ch.149 sec.27. It is the responsibility of the contractor to maintain all state and local postings
8) Hot Works- will be coordinated and permitted through the Facilities Department. Prior to any welding, soldering or metal cutting, contractors must present the Facilities Department with a fire plan and proof of fire watch and permit.

- All Fire alarm wiring must be installed in conduit clearly labeled every 10'

Roof Access

1) Roof access must be coordinated with the Facilities Department
2) There is no smoking on the roof

3) Clean up all debris including loose screws
4) Any damage to the roof will be the responsibility of the Contractor to repair

Shut Down coordination

1) All shut down's must be coordinated with the Facilities Department. If the building systems are shut down for any reason, the contractor must first coordinate through Facilities such activities allowing time to notify all appropriate parties. At any time, the contractor accidentally causes a building system to fail, the contractor will be responsible for all costs associated with that failure.
2) All shutdowns must be back online by the end of the day. Shutdowns are NOT permitted overnight.
3) Facilities or Technology Services must approve that services are back online to their satisfaction BEFORE the contractor leaves the property.

Noise coordination

1) All noise will be contained. Please keep all doors closed to help to contain sound as well as dust. No radio music will be allowed
2) County occupied space will be handled with the utmost respect.
3) Complaints of excess noise will be handled immediately. Management reserves the right to stop all work if the work causes complaints from other tenants. Any charges, fees and/or other costs associated with scheduled or non-scheduled work stoppage is the responsibility of the contractor doing the work.
4) All floor and wall penetrations must be fire stopped.

Core Drilling

1) Core Drilling or any other work causing noise disruption must be coordinated with the Facilities Department. Absolutely no work will be permitted that in any way disrupts daily activities during class times or normal working hours unless prior authorization from Facilities is granted

Elevator Use

1) The elevators will be used according to their proper designation and weight capacity. Freight Elevator will be used for all construction related materials and or utility carts
2) Priority use must be given to staff use. Please do not enter an elevator with construction equipment with staff.
3) Floor and wall protection must always be used

Loading dock

1) Use must be coordinated with Facilities.
2) Deliveries must be coordinated with Facilities.
3) Loading docks will be kept clean and free of construction materials. Storage is not allowed on or around the loading dock
4) Floor protection must be used when entering the common areas from the loading dock
5) No Smoking on or around the loading dock area

Security

1) A contact lists must be provided to the Facilities department of all Trades, to include emergency contact information
2) The list will be given to the Project Manager
3) Absolutely no smoking in project area or within any building on site.
4) No alcohol is allowed in any project areas.
5) Entry to other non-project related spaces or unauthorized areas are strictly prohibited.

Parking

1) Vehicles will be allowed access on site for unloading and loading purposes only identification. Any Vehicle parked in unauthorized areas will be towed at the owners' expense.
2) Overnight parking is not permitted
3) Parking of Trailers must have prior authorization from the Facilities department

Insurance:

The Contractor shall purchase and maintain in a company or companies licensed to do business in the state in which the contract services are to be performed, insurance as set forth below which will protect the Contractor, Owner, and the Agent, and their respective employees, agents, successors and assigns, from claims which may arise out of or resulting from Contractor's operations under the Agreement, whether such operations be performed by the Contractor, its subcontractors, or by anyone directly or indirectly employed by any of them for whose acts the they may be liable. The Contractor must bring the insurance certificate to the Facilities Department prior to any work commencing.

We require Certificate of Liability Insurance from each vendor we contract with. The following information should be included:

a. General Liability- minimum coverage $1,000,000.
b. Automobile Liability- minimum coverage $1,000,000.
c. Workers Comp& Employee Liability
d. Description of Operations must be filled out. Please include "It is hereby agreed that S.T.C.C. is additionally insured and will be held harmless for all damages you create"
e. Certificate Holder

Life Safety Procedures

1) In the event of a medical emergency, fire or life-threatening emergency, workers should call 911

2) Facilities must be notified of any injuries that occur on the property.

Life Safety Systems

1) If there is a possibility that the life safety equipment has been compromised, Facilities Department must be notified immediately.
   a) Facilities Department (512) 943-1666
2) No propping open fire doors.
3) Contractors must maintain the proper equipment to manage water from a broken sprinkler pipe

<END OF APPENDIX>

Appendix B – Wilco Cabling Policies and Procedures

Williamson County (Wilco)

POLICY & PROCEDURE CONCERNING ALL ELECTRICAL, TELECOMMUNICATIONS AND NETWORKING INSTALLATIONS AND/OR MODIFICATIONS

I. Policy

Permits are required for all Electrical, Telecommunication and Network wiring modifications within Wilco buildings PRIOR to commencing work. By requiring prior authorization and pre and post implementation inspections, Wilco will better maintain the integrity and safety of the telecommunications system, alarms, cameras, elevator, fire alarms and electrical wiring. The goal of instituting this policy is to maintain strict control over the wiring and facilities to significantly reduce the probability of system issues, prevent damage to the facilities and maintain compliance with building and fire codes.

It is therefore, the policy of Wilco that existing telecommunications wiring, including electrical, voice, data, and video, as well as telecommunications facilities located in various buildings may not be altered in any way except by written permission from the Facilities Project Manager or Technology Services Systems Engineer.

II. Procedure for Wiring (Telecommunications and Computer)

1. Existing telecommunications and/or computer wiring, and cables may not be altered by anyone except an IT contractor, vendor or Wilco Electrician and must include permission from the Facilities Project Manager or Technology Services Systems Engineer.

2. Wilco System Engineer or Facilities Project Manager shall review and approve the telecommunications and computer wiring and for new and existing buildings.

3. Electrical Inspector shall inspect all telecommunications wiring in new and renovated buildings and projects to ensure proper installation.

4. Any unauthorized wiring found in telecommunication, electrical spaces or within buildings & grounds will be removed immediately at the cost of the department.

5. Any unauthorized wiring which interfaces with telecommunications, wiring or health and safety will be reported to Facilities Department for review. Working with Technology Services, if the wiring is found to be either a safety hazard; or not in conformance with applicable codes; or detrimental to the functioning of the telecommunications system; it shall be removed by the vendor authorized representative, at the expense of the vendor/contractor's or department that installed or authorized it.

6. All telecommunication will be marked identifying their terminal ends and owner.

III. Telecommunications Manholes and Closets

1. Any manholes or closets containing telecommunications conduit or electrical wiring shall be under the exclusive control of the Facilities Department.

2. No equipment or storage may be placed in these areas without the Facilities department knowledge and consent. All confined spaces regulations will be complied with for manhole applications including those persons entering the manholes.

IV. Electrical Wiring

1. All electrical wiring will be installed and marked according to National, State and City codes. Only approved licensed and insured vendors/contractors will be approved for such work.

2. Abandoned or discontinued electrical wiring will be properly removed and circuitry identified of such discontinuance.

3. Wilco will review and approve plans for additional wiring before the vendors/contractors performs work.

4. Any unauthorized wiring will be removed at vendor/contractor/departments expense.

Summary of Policy and Procedure

A. Permits for all wiring will be required. NO EXCEPTIONS

B. Telecom or electrical wiring will be run in conduit, independently of all other conduit unless the conduit is specifically designated for that particular wiring. Wiring is never to be hung from or connected to HVAC piping or ducts or fire suppression equipment and piping.

C. All telecommunication and electrical closets are designated areas for Telecom and network equipment. Closets will be organized and free of clutter. Wiring closets are not to be used for storage and will be readily accessible at all times.

D. All telecom and electrical wiring will be marked with project name and location name and demarcation points. Ends will be clearly marked with destination location.

E. All work will be completed with the approval of the Facilities Project Manager or Technology Services Systems Engineer.

F. All holes drilled through walls, ceilings and floors etc. will be fire stopped and labeled. Temporary use or construction means, and methods still must be approved by Facilities and Technology Services

G. All contractors must sign in at the Construction office daily. Appropriate permits must be posted at the work area. Contractors must submit all hot works permits to Facilities at least 72 hours prior to work. Hot works permits are approved by the Facilities Department. Work

may not be done without approval. Contract must arrange with the Facilities Department to be able to take the fire alarm offline with prior to any work being performed

H. Hours for drilling or any other work that will create noise/vibrations during the academic year will only be allowed between 11 p.m. to 7 a.m. unless exceptions are made by the Facilities Project Manager. Any work creating noise done outside those hours will be shut down by the Facilities department.

I. Intervals of labeling of conduits and wiring will be left to the discretion of the Technology services Systems Engineer or designee and wiring code, however a minimum of every 8-10' is required. Labels should be clearly placed and the beginning and end of each run.

K. No employees of Wilco will run, pull, manipulate or extend power, terminated Ethernet or fiber (electrical and computer, phone etc.) except for the Wilco Electrician or Technology Services Systems Engineer for Telecom.

L. Any work on or to power, Ethernet or fiber in any of 's buildings or grounds must be done by a Facilities Approved Vendor**. Technology Services REQUIRES Notification by all vendors working on any of wiring or cabling, new or existing. Notification should include identifying the means and methods of routes.** It is expected that all wires and cables will be run according to State and Federal codes and laws without exception. Any work done that does not meet these requirements will be the responsibility of the contractor.

Requests should be submitted to the Facilities department at least 2 weeks prior to any work being done. In an emergency, the Facilities Project Manager or Technology Services Systems Engineer should be contacted before any work is done.

M. Technology Services (Infrastructure) will coordinate vendor work with the Facilities Department. All bid documents (RFP, RFI etc.) will include these Technology Services policy, procedure, requirements and expectations.

N. All Contractors must provide necessary insurance and certificates to include but limited to, Terms and Conditions, Certificate of Liability Insurance, W9, etc.

<END OF APPENDIX>

Appendix C – Materials List

Manufacturer	Part Number	Description
		COPPER DISTRIBUTION
Panduit	**PUP6004xx-UY**	Blue Category 6 UTP cable.
Panduit	**CPPKL6ATGxxWBL**	Mini-Com 24/48-port category 6-RJ45 patch panel in black, (1/2 RU).
Panduit	**CJ688TGxx**	Category 6, RJ45, 8-position, 8-wire universal module. Color PN: Blue-BU, Yellow-YL, White-WH, Black-BL, Red-RD
Panduit	**UTP28SP*xx**	Category 6 Performance, 28 AWG UTP patch cord with TX6™ Modular Plugs on each end. Get Length and color from Wilco ITS.
Panduit	**CFPL*IWY**	Mini-Com Classic series single gang vertical faceplate.
Panduit	**FPUD6X88MTG**	TX6A™ Category 6A UTP Field Term Angled RJ45 Plug.
Panduit	**HLS-15R0**	Tak-Ty ® Hook & Loop Cable Ties, 15' Continuous Rolls
		FIBER DISTRIBUTION SYSTEMS
Panduit	**FLCS2/9SOCU9BU**	OptiCam Fusion Splice-On Connectors. Fiber LC-UPC Splice-On Connector for 250/900um Fiber, 9um Singlemode
Panduit	**FLCS2/9SOCA9AG**	OptiCam Fusion Splice-On Connectors. Fiber LC-APC Splice-On Connector for 250/900um Fiber, 9um Singlemode
Panduit	**FSPP9**Y**	Fiber OS2 singlemode plenum rated indoor interlocking aluminum armored cable. For intrabuilding use between telecom rooms in the same building.
Panduit	**FSNP9**Y**	Fiber OS2 singlemode plenum rated indoor/outdoor stranded cable. For use for between building fiber backbone.
Panduit	**FCE2U**	Opticom® QuickNet™ Rack Mount Fiber Enclosures, holds up to eight QuickNet™ Cassettes, FAP adapter panels, or FOSM splice modules. Dimensions : 3.48"H x 17.60"W x 16.30"D (88.4mm x 447.0mm x 414.0mm).
Panduit	**FCE4U**	Opticom® QuickNet™ Rack Mount Fiber Enclosures, holds up to twelve QuickNet™ Cassettes, FAP adapter panels, or FOSM splice modules. Dimensions : 6.98"H x 17.60"W x 16.30"D (177.0mm x 447.0mm x 414.0mm)
Panduit	**FAP*WBUDLCZ**	LC FAP loaded with 6/12 LC duplex singlemode fiber optic adapters (Blue) with zirconia ceramic split sleeves.
Panduit	**NKFP91BN1NNM001**	LC to Pigtail – OS1/OS2 Singlemode Simplex Pigtails – 900µm Buffered Fiber LC to pigtail singlemode simplex pigtail, 900µm buffered fiber (one LC connector on one end and open on the other end) – 9/125µm.
Panduit	**FAPB**	Blank fiber adapter panel – reserves space for future use.
Panduit	**FOSMF**	Fiber optic splice module holds and protects up to 24 fusion splices. Self-stacking modules with integral cable management and fiber slacking/spooling features. Black plastic base and clear plastic hinged cover. For use with Panduit Opticom ® FCE*U, FRME*U, and FMT series enclosures. Dimensions : 0.30"H x 14.03"W x 5.28"D (7.6mm x 356.4mm x 134.1mm).
Panduit	**FOSMH2U**	Fiber optic splice module handler, 2 RU. Holds up to eight FOSM splice modules. For use with FCE2U fiber cassette enclosure. Dimensions: 2.91"H x 0.72"W x 2.61"D (74.0mm x 18.3mm x 66.4mm).
Panduit	**FOSMH4U**	Fiber optic splice module holder, 4 RU. Holds up to twelve FOSM splice modules. For use with FCE4U fiber cassette enclosure. Dimensions: 5.50"H x10.42"W x 5.41"D (139.7mm x 264.7mm x 137.4mm)
		RACKS, ZONE ENCLOSURES AND CABLE MANAGERS
Panduit	**PZAEWM3**	PanZone Active Wall Mount Enclosures
Panduit	**R2P**	19" EIA 2-post rack, aluminum. Dimensions: 84.0"H x 20.3"W x 3.0"D (2134mm x 514mm x 76mm).
Panduit	**PR2VWF**	Waterfall Trough for 2/4 Post Rack. FOR TOP-OF-RACK INTERBAY ROUTING.

Panduit	R4P	4 post EIA rack with #12-24 threaded rails. Dimensions : 84.0"H x 20.3"W x 23.0"D (2134mm x 515mm x 584mm). 45 RU.
Panduit	**PR2VD0***	6”/8” Patchrunner® 2 Vertical Cable Manager Dimensions: 83.88"H x 6"W x 20.0"D
Panduit	**CMLT19**	4 RU lower trough with 1.3" bend radius mounts to the bottom of a standard 19" EIA rack. Dimensions: 8.0"H x 19.0"W x 4.5"D (203mm x 483mm x 114mm). FOR BOTTOM-OF-RACK INTERBAY PATHWAY. LARGER OPTION THAN CMUT19 IF NEEDED.
		CABLE PATHWAYS
Panduit	**J-Pro J-Hook system**	Panduit J-Pro System. Plenum rated composite J-hooks with hardware available for various hardware applications. See www.panduit.com for variations.
Panduit	**CBXQ2WH-A**	Single gang one-piece outlet box with adhesive backing. Box accepts Pan-Way ® Screw-On Faceplates or any NEMA standard single gang faceplate. For use with Pan-Way ® LD profile raceway. 5.09"L x 3.34"W x 1.75"H (129.4mm x 85.0mm x 44.4mm). Breakouts for 1/2", 3/4", or 1" diameter conduit.
Panduit	**WG12BL10**	Wyr-Grid 12" wide x 10' long pathway section used to carry cables horizontally throughout the system. Snap-on sidewalls attach for job specific height requirements. Uses splice connector WGSPL1218BL to connect straight sections and intersection splice WGINTSPLBL to connect pathways at an intersection. For fittings and accessories see www.panduit.com.
Panduit	**WGSW*BL**	2”/4”/6” Snap-on Sidewalls
Panduit	**CFPL*IWY**	2/4 Port Mini-Com Classic series single gang vertical faceplate.
Panduit	**WG18BL10**	Wyr-Grid 18" wide x 10' long pathway section used to carry cables horizontally throughout the system. Snap-on sidewalls attach for job specific height requirements. Uses splice connector WGSPL1218BL to connect straight sections and intersection splice WGINTSPLBL to connect pathways at an intersection. For fittings and accessories see www.panduit.com.
		BONDING AND GROUNDING
Panduit	**ACG24K**	#6 AWG (16mm2) jumper for armored cable diameter up to 0.84" (21.3mm); 24" (609.6mm) length; factory terminated on one end with LCC6 two-hole copper compression lug and the other end with grounding terminal; provided with two each #12-24 and M6 thread-forming screws and a black polypropylene terminal cover.
Panduit	**LCC series**	Panduit two-hole compressing lugs for code conductors in BICSI hole spacing.
Panduit	**HTCT series**	Panduit HTAPs. Must be selected according AWG size of run and tap conductors.
Panduit	**CLRCVR series**	Panduit clear covers for HTAPs. Must be selected according to HTAP being covered.
Panduit	**RGS134-1Y**	Grounding strip (vertical busbar) for newly installed racks or cabinets with screw rails. 78.65" (2m) length; .67" (17mm) width; .05" (1.27mm) thickness; provided with .16 oz. (5cc) of antioxidant, one grounding sticker and three each #12-24 x 1/2" and M6 x 12mm thread-forming screws.
Panduit	**RGCBNJ660P22**	Jumper kit for bonding individual racks or cabinets into grounding backbone. #6 AWG (16mm²) jumper; 60" (1.52m) length; 45° bent lug on grounding strip side; provided with .16 oz. (5cc) of antioxidant, two each #12-24 x 1/2", M6 x 12mm, #10-32 x 1/2" and M5 x 12mm thread forming screws and a copper compression HTAP* for connecting to a #6 to #2 awg sized bonding backbone.
Panduit	**GJ672UH**	Rack jumper (and cabinet) kits for smaller TR (5 bays or less) to bond individual rack or cabinet directly back to wall mounted busbar. One 72" length #6 AWG green wire with yellow horizontal stripe. Jumper is pre-terminated on one end

		with LCC6-14JAWH-L and the other end with LCC6-14JAW-L. This rack grounding jumper is 72" long. For other lengths replace the "72" in the part number. Available lengths are 72, 96, 120, 144, 168, 192, 216, 240, 264 and 288 inches.
Panduit	**RGESD2-1**	Two-hole ESD port with 5/8" hole spacing; provided with an ESD protection sticker, .16 oz. (5cc) of antioxidant, and two each #12-24 x 1/2" and M6 x 12mm thread-forming screws. LOCATE ONE WITHIN REACH OF ALL EQUIPMENT. WORKS WITH WRIST STRAP RGESDWS.
Panduit	**RGESDWS**	Adjustable fabric ESD wrist strap with 6' coil cord, banana plug, 1 megaohm resistor and 4mm snap. LOCATE ONE WITHIN REACH OF ALL EQUIPMENT. WORKS WITH ESD PORT RGESD2-1.
Panduit	**RGTBSG-C**	Green thread-forming bonding screws for use to mount equipment that does not have a built-in grounding pad (terminal).
Panduit	**RGEJ1024PHY**	24" long pre-terminated equipment grounding jumper #10 AWG (6mm²) jumper; bent lug on grounding strip side to straight lug on equipment; provided with .16 oz. (5cc) of antioxidant and two each #12-24 x 1/2", M6 x 12mm, #10-32 x 1/2" and M5 x 12mm thread-forming screws. FOR EQUIPMENT LIKE CHASSIS SWITCHES WITH BUILT-IN GROUNDING PAD (TERMINAL).
Panduit	**RGEJ1036PFY**	36" long pre-terminated equipment grounding jumper#10 AWG (6mm²) jumper; bent lug on grounding strip side to straight lug on equipment; provided with .16 oz. (5cc) of antioxidant and two each #12-24 x 1/2", M6 x 12mm, #10-32 x 1/2" and M5 x 12mm thread-forming screws. FOR EQUIPMENT LIKE CHASSIS SWITCHES WITH BUILT-IN GROUNDING PAD (TERMINAL).
Panduit	**GB2B0306TPI-1**	Wall mounted telecommunications busbar suitable for small telecom room. Pre-assembled with BICSI/TIA-607-B hole spacing. Bar is 1/4" x 2" x 12" in size.
Panduit	**GB2B0514TPI-1**	Wall mounted telecommunications busbar suitable for med telecom room. Pre-assembled with BICSI/TIA-607-B hole spacing. Bar is 1/4" x 2" x 24" in size.
Panduit	**GB4B0624TPI-1**	Wall mounted telecommunications busbar suitable for main grounding busbar in medium sized facility. Pre-assembled with BICSI/TIA-607-B hole spacing. Bar is 1/4" x 4" x 20" in size.
Panduit	**LTYK**	Wall mounted busbar label kit. Label kit includes printed tag and one flame retardant cable tie.
		NETWORK LABELING SOFTWARE – FOR INK JET/LASER PRINTER
Panduit	**PROG-EM2GO**	Easy-Mark Labeling Software for PC supplied on USB Flash Drive. For preprinting communications labels on laser/inkjet printer.
Panduit	**S100X150YAJ**	Self-laminating cable labels for Category 6 cable for use with Easy-Mark software and laser/ink jet printer.
Panduit	**C261X035Y1J**	Patch Panel labels for use with Easy-Mark software and laser/ink jet printer.
Panduit	**C195X040Y1J**	Faceplate labels for single gang stainless or sloped plastic - use with Easy-Mark software and laser/ink jet printer.
Panduit	**C288X040Y1J**	Faceplate labels for double gang stainless - use with Easy-Mark software and laser/ink jet printer.
Panduit	**S100X650YAJ**	Cable label for indoor/outdoor tight-buffered armored fiber optic cable. For use with Easy-Mark software and ink jet printer.
Panduit	**S100X160YAJ and NWSLC-3Y**	Label and turn-tell sleeve for labeling fiber jumpers. For use with Easy-Mark software and ink jet printer.
Panduit	**C200X100FJJ**	1" high, white, vinyl tape labels for labeling grounding busbars, racks, cabinets and pathways. For use with laser/ink jet printer.
		NETWORK LABELING – HANDHELD LABELER
Panduit	**LS8EQ-KIT-ACS**	Panduit PanTher hand-held label printing system in kit. Includes LS8EQ printer with QWERTY keypad, one cassette of S100X150VAC self-laminating labels, six AA alkaline batteries, LS8E-ACS, LS8-CASE, LS8-PCKIT, LS8-IB, LS8-WS, quick reference card and operator's manual. USE FOR LABELS THAT MUST BE PRINTED ON THE JOB SITE.

Panduit	**S100X150VAC**	Self-laminating cable labels for Category 6 cable for use with PanTher LS8E hand-held printer.
Panduit	**C261X035Y1C**	Handheld printer labels for modular faceplate patch panels.
Panduit	**C195X040Y1C**	Faceplate labels for single gang stainless - use with PanTher handheld labeler.
Panduit	**C288X040Y1C**	Faceplate labels for double gang stainless - use with PanTher handheld labeler.
Panduit	**S100X650VAC**	Cable label for indoor/outdoor tight-buffered armored fiber optic cable. For use with handheld labeler.
Panduit	**S100X160VAC and NWSLC-3Y**	Label and turn-tell sleeve for labeling fiber jumpers. For use with hand-held labeler.
Panduit	**T100X000VPC-BK**	1" high, continuous black on white, vinyl tape labels for labeling racks, cabinets and pathways with PanTher LS8E handheld labeler.
		PHYSICAL SECURITY LOCKING DEVICES
Panduit	**PSL-DCJB-C**	Package of 100 RJ45 jack blockout devices and one removal tool. Color red.
Panduit	**PSL-USBA-L**	Package of 50 USB Type 'A' blockout devices and one removal tool. Color red.
Panduit	**PSL-USBB**	Package of 50 USB Type 'B' blockout devices and one removal tool. Color red.
Panduit	**PSL-DCPLX-BL-C**	Package of 100 RJ45 plug lock-in devices compatible with flush mount jacks, and one installation/removal tool. Color black.
Panduit	**PSL-DCPLRX-BL-C**	Package of 100 RJ45 plug lock-in devices compatible with recessed jacks, and one installation/removal tool. Color black.
		CABLE TIES – HOOK AND LOOP
Panduit	**TTR-35RX0**	.75" wide, continuous roll Hook and Loop Cable Ties, black. 35 ft. roll. Carton qty 10 rolls.
Panduit	**HLSP1.5S-X12**	Plenum rated hook and loop cable ties for air return spaces. Maroon color, perforated at 6" length.
Panduit	**HLSP3S-X12**	Plenum rated hook and loop cable ties for air return spaces. Maroon color, perforated at 6" length.

<END OF DOCUMENT>

EXCERPT FROM 2015 IECC

SECTION C405
ELECTRICAL POWER AND LIGHTING SYSTEMS

C405.1 General (Mandatory).

This section covers lighting system controls, the maximum lighting power for interior and exterior applications and electrical energy consumption.

Exception: Dwelling units within commercial buildings shall not be required to comply with Sections C405.2 through C405.5, provided that they comply with Section R404.1.

Walk-in coolers, walk-in freezers, refrigerated warehouse coolers and refrigerated warehouse freezers shall comply with Section C403.2.15 or C403.2.16.

C405.2 Lighting controls (Mandatory).

Lighting systems shall be provided with controls as specified in Sections C405.2.1, C405.2.2, C405.2.3, C405.2.4 and C405.2.5.

Exceptions: Lighting controls are not required for the following:

1. Areas designated as security or emergency areas that are required to be continuously lighted.
2. Interior exit stairways, interior exit ramps and exit passageways.
3. Emergency egress lighting that is normally off.

C405.2.1 Occupant sensor controls.

Occupant *sensor controls* shall be installed to control lights in the following space types:

1. Classrooms/lecture/training rooms.
2. Conference/meeting/multipurpose rooms.
3. Copy/print rooms.
4. Lounges.
5. Employee lunch and break rooms.
6. Private offices.
7. Restrooms.
8. Storage rooms.
9. Janitorial closets.
10. Locker rooms.
11. Other spaces 300 square feet (28 m^2) or less that are enclosed by floor-to-ceiling height partitions.
12. Warehouses.

C405.2.1.1 Occupant sensor control function.

Occupant sensor controls in spaces other than warehouses specified in Section C405.2.1 shall comply with the following:

1. Automatically turn off lights within 30 minutes of all occupants leaving the space.
2. Be manual on or controlled to automatically turn the lighting on to not more than 50 percent power.

   Exception: Full automatic-on controls shall be permitted to control lighting in public corridors, stairways, restrooms, primary building entrance areas and lobbies, and areas where manual-c operation would endanger the safety or security of the room or building occupants.
3. Shall incorporate a *manual control* to allow occupants to turn lights off.

C405.2.1.2 Occupant sensor control function in warehouses.

In warehouses, the lighting in aisleways and open areas shall be controlled with occupant sensors that automatically reduce lighting power by not less than 50 percent when the areas are unoccupie The occupant sensors shall control lighting in each aisleway independently and shall not control lighting beyond the aisleway being controlled by the sensor.

C405.2.2 Time-switch controls.

Each area of the building that is not provided with *occupant sensor controls* complying with Section C405.2.1.1 shall be provided with *time switch controls* complying with Section C405.2.2.1.

Exception: Where a *manual control* provides light reduction in accordance with Section C405.2.2.2, automatic controls shall not be required for the following:

1. *Sleeping units*.
2. Spaces where patient care is directly provided.
3. Spaces where an automatic shutoff would endanger occupant safety or security.
4. Lighting intended for continuous operation.
5. Shop and laboratory classrooms.

C405.2.2.1 Time-switch control function.

Each space provided with *time-switch controls* shall also be provided with a *manual control* for light reduction in accordance with Section C405.2.2.2. Time-switch *controls* shall include an overric switching device that complies with the following:

1. Have a minimum 7-day clock.
2. Be capable of being set for seven different day types per week.
3. Incorporate an automatic holiday "shutoff" feature, which turns off all controlled lighting loads for at least 24 hours and then resumes normally scheduled operations.
4. Have program backup capabilities, which prevent the loss of program and time settings for at least 10 hours, if power is interrupted.
5. Include an override switch that complies with the following:
   5.1. The override switch shall be a manual control.
   5.2. The override switch, when initiated, shall permit the controlled lighting to remain on for not more than 2 hours.
   5.3. Any individual override switch shall control the lighting for an area not larger than 5,000 square feet (465 m^2).

Exceptions:

1. Within malls, arcades, auditoriums, single-tenant retail spaces, industrial facilities and arenas:
   1.1. The time limit shall be permitted to be greater than 2 hours, provided that the override switch is a captive key device.
   1.2. The area controlled by the override switch is permitted to be greater than 5,000 square feet (465 m^2), but shall not be greater than 20,000 square feet (1860 m^2).
2. Where provided with *manual control*, the following areas are not required to have light reduction control:
   2.1. Spaces that have only one luminaire with a rated power of less than 100 watts.
   2.2. Spaces that use less than 0.6 watts per square foot (6.5 W/m^2).
   2.3. Corridors, equipment rooms, public lobbies, electrical or mechanical rooms.

C405.2.2.2 Light-reduction controls.

Spaces required to have light-reduction controls shall have a *manual control* that allows the occupant to reduce the connected lighting load in a reasonably uniform illumination pattern by at least 5 percent. Lighting reduction shall be achieved by one of the following or another *approved* method:

1. Controlling all lamps or luminaires.
2. Dual switching of alternate rows of luminaires, alternate luminaires or alternate lamps.
3. Switching the middle lamp luminaires independently of the outer lamps.
4. Switching each luminaire or each lamp.

Exception: Light reduction controls are not required in *daylight zones* with *daylight responsive controls* complying with Section C405.2.3.

C405.2.2.3 Manual controls.

Manual controls for lights shall comply with the following:

1. Shall be readily accessible to occupants.
2. Shall be located where the controlled lights are visible, or shall identify the area served by the lights and indicate their status.

Submitted by:	Date:
Type:	Project:
Ordering Info:	

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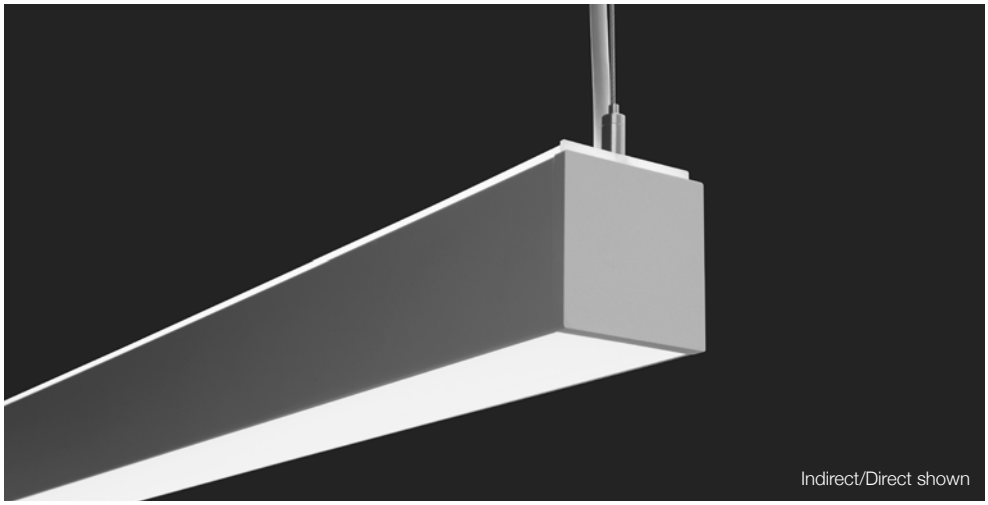
Better Lighting

HPX Product Family



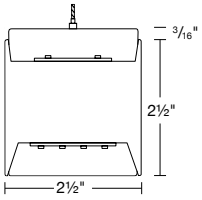
Signal White is standard finish

The High Performance 2.5" Aperture (HPX) is a patented LED linear luminaire with a square micro profile and internal driver design. This line of light luminaire delivers excellent performance, and is equipped with a unique LED configuration for superior illumination. Output can be enhanced with advanced optical options. Available in Pendant and Surface Mount, HPX can be tailored from 2' to 12' sections in 1' increments.

This product is enrolled in the International Living Future Institute (ILFI) Declare 2.0 Program and is third-party verified with options achieving Red List Approved and Declared status.

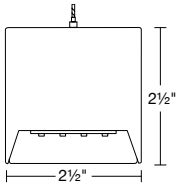
CROSS SECTIONS

Indirect/Direct
Top Glow Diffuser
(standard)



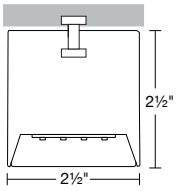
Flush Downlight Diffuser
(standard)

Direct



Flush Downlight Diffuser
(standard)

Surface Mount



Flush Downlight Diffuser
(standard)

LUMEN OUTPUT PACKAGES

S	B	H	V
Standard	Boosted Standard	High	Very High

PERFORMANCE

Up to **2057** **Lumens** per **Foot**

Up to **125** **Lumens** per **Watt**

Fine TUNE GENERATION 1 Option Available

Protected by one or more US Patents: 8915613; 9681516,B2; D702,390

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Submitted by:	Date:
Type:	Project:
Ordering Info:	

FINELITE®
Better Lighting

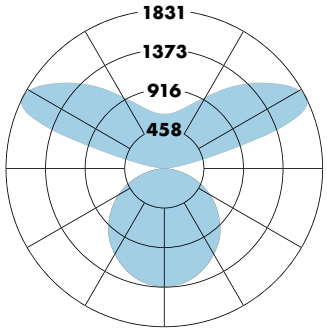
HPX Product Family

Indirect/Direct with Widespread Optic Photometry

4' Luminaire 3500K

HPX-P-ID-V-V-835-WSO-F
Uplight: Widespread Optic / **Downlight:** Flush

Distribution: 51% Up (**V**) / 49% Down (**V**)
Efficacy: 119 lm/W
Uplight: 4223 lumens (1056 lumens/ft)
Downlight: 4005 lumens (1001 lumens/ft)
Total luminaire output: 8228 lumens
69.0 watts
Peak Candela Value: 1375 @ 0°
CRI: 80 / CCT: 3500K
ITL LM79 Report 92549



CANDLEPOWER SUMMARY

	0.0	22.5	45.0	67.5	90.0	Flux
0	1375	1375	1375	1375	1375	
5	1367	1368	1368	1368	1369	130
15	1322	1316	1322	1323	1320	373
25	1230	1218	1227	1228	1225	565
35	1094	1084	1092	1091	1087	681
45	922	915	922	918	915	708
55	723	718	723	719	716	643
65	507	504	507	505	505	500
75	286	286	290	291	291	306
85	85	86	90	92	91	99
90	0	0	0	0	0	
95	37	83	214	99	78	141
105	145	218	811	923	651	625
115	259	334	763	1652	1820	926
125	364	438	777	1423	1681	820
135	436	502	775	1197	1390	656
145	503	552	735	981	1097	483
155	561	589	689	801	851	324
165	605	616	653	690	703	186
175	627	629	633	636	638	61
180	630	630	630	630	630	x

Total Light Output, 3500K, 80 CRI (Lumens)- 4' Luminaure				
	↑S[1]	↑B[1]	↑H[1]	↑V[2]
↓S[1]	3368 [↑51% | 49%↓]	3813 [↑57% | 43%↓]	4924 [↑67% | 33%↓]	5862 [↑72% | 28%↓]
↓B[1]	3790 [↑46% | 54%↓]	4234 [↑51% | 49%↓]	5346 [↑61% | 39%↓]	6284 [↑67% | 33%↓]
↓H[1]	4844 [↑36% | 64%↓]	5288 [↑41% | 59%↓]	6400 [↑51% | 49%↓]	7338 [↑58% | 42%↓]
↓V[1]	5734 [↑30% | 70%↓]	6179 [↑35% | 65%↓]	7290 [↑45% | 55%↓]	8228 [↑51% | 49%↓]

Light Output, 3500K, 80 CRI (Lumens Per Foot)				
	↑S[1]	↑B[1]	↑H[1]	↑V[2]
↓S[1]	842	953	1231	1466
↓B[1]	947	1059	1336	1571
↓H[1]	1211	1322	1600	1835
↓V[1]	1433	1545	1822	2057

Power, 3500K, 80 CRI (Watts Per Foot)				
	↑S[1]	↑B[1]	↑H[1]	↑V[2]
↓S[1]	6.8	7.7	10.0	12.0
↓B[1]	7.7	8.6	10.9	12.9
↓H[1]	10.0	10.9	13.2	15.2
↓V[1]	12.0	12.9	15.2	17.3

Efficacy, 3500K, 80 CRI (Lumens Per Watt)				
	↑S[1]	↑B[1]	↑H[1]	↑V[2]
↓S[1]	125	124	123	122
↓B[1]	124	123	123	122
↓H[1]	121	121	121	120
↓V[1]	119	120	120	119

Sample Lumen Adjustment Calculation

Lumen Adjustment Factors 80 CRI	
3000K	0.985
3500K	1.000
4000K	1.032

Lumen Adjustment Factors 90 CRI	
3000K	0.746
3500K	0.760
4000K	0.789

High Output (**H**) / Standard Output (**S**), 4000K, 90 CRI

Lumen Adjustment Factor: 0.789

Total Light Output: 4924 lm x 0.789 = 3885 lm

Total Light Output per Foot: 1231 lm x 0.789 = 971 lm

watts/foot: 10.0 W/ft.

$$\textbf{Efficacy} = \frac{971\ \frac{\text{lm}}{\text{ft.}}}{10.0\ \frac{\text{W}}{\text{ft.}}} = 97\ \text{lm/W}$$

S - Standard Output, B - Boosted Standard Output, H - High Output, V - Very High Output
[1] Based on 4' luminaire 3500K Very High Output (**V**) test - 120V.
[2] Based on ITL report: 92549

Protected by one or more US Patents: 8915613; 9681516,B2; D702,390

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6/21/2021

WILLIAMSON COUNTY
1848
FACILITIES DEPARTMENT
Trenton Jacobs
County Architect

MEMO

To: Project Managers and Consultant Design Teams
From: Trenton Jacobs, County Architect
Re: WILCO Standard Paint Color Selections

To minimize complications with an ever-changing list of interior paint colors throughout the County, the Facilities Department shall direct consultant design teams to utilize the following pre-approved paint colors list (last updated on 2/25/21):

SW 7019	Gauntlet Gray
SW 7067	Cityscape
SW 7074	Software
SW 7018	Dovetail
SW 6234	Uncertain Gray
SW 7017	Dorian Gray
SW 7016	Mindful Gray
SW 6218	Tradewind
SW 6254	Lazy Gray
SW 7064	Passive
SW 7667	Zircon
SW 6078	Realist Beige
SW 7527	Nantucket Dune
SW 6107	Nomadic Desert
SW 7038	Tony Taupe
SW 9117	Urban Jungle
SW 6081	Down Home

Deviations from this list (for unique facility needs) may be requested in writing by the consultant design team.

WILLIAMSON COUNTY
(512) 943-1193 Cell (512) 966-9472
Trenton.Jacobs@wilco.org www.wilco.org
3101 SE Inner Loop
Georgetown, TX 78626

WILCO STANDARD PLACARD SIZES

7”

9”

6”

6”

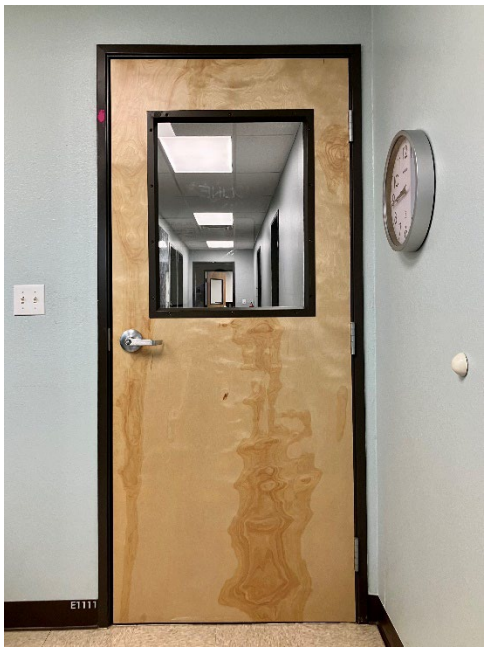
Emergency
Room Number Guidelines

WILLIAMSON COUNTY
1848

These guidelines are intended to standardize wayfinding for emergency response personnel within large multi-wing/ multi-story/ multi-tenant County facilities which undergo routine tenant modifications.

Room Numbering Overview

Emergency room numbers for each enclosed space within a building should be labeled at the head and foot of doorways. These designations will be independent of user-group room names and corresponding placards.



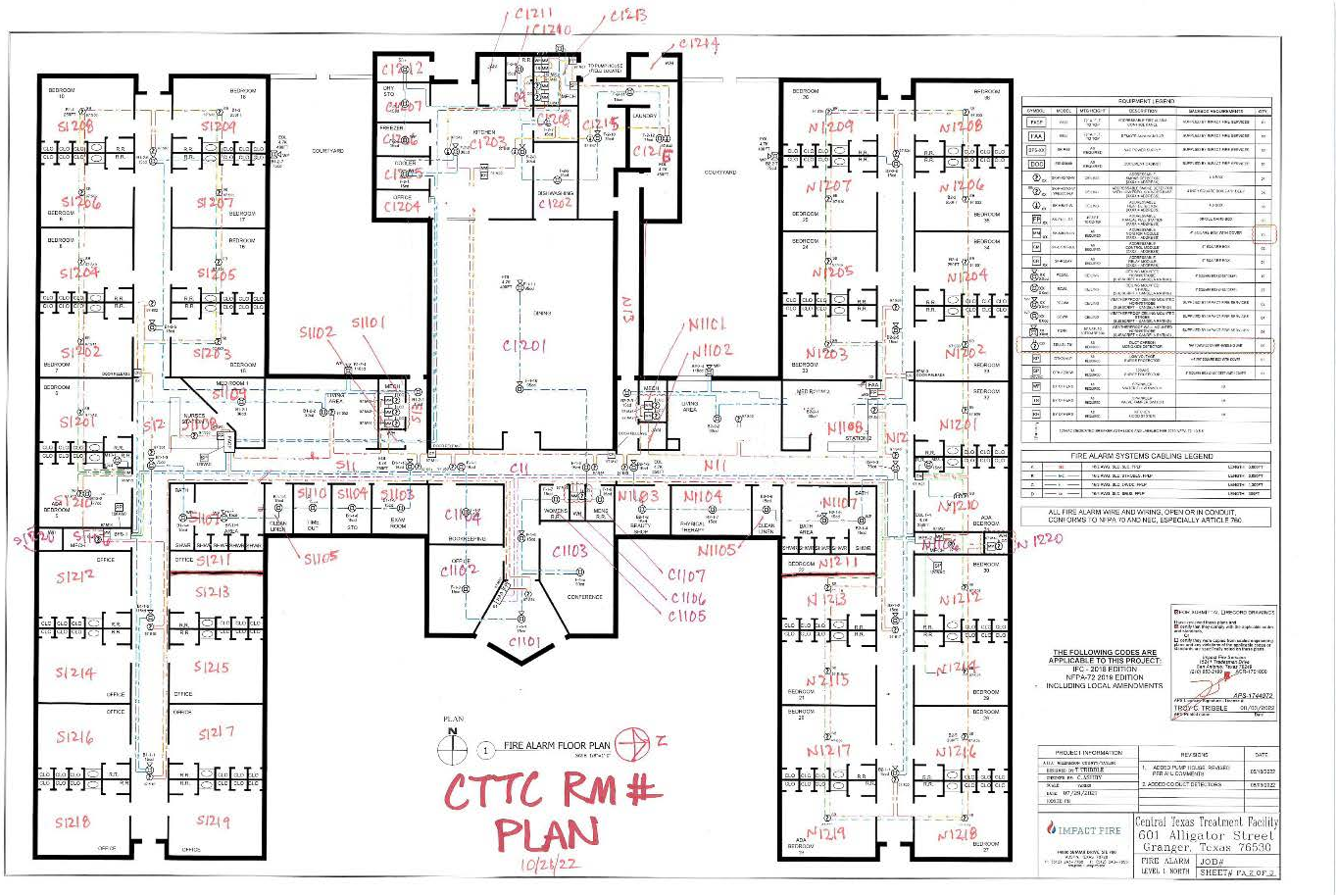
The emergency room number posted at the door frame **header** designates the **room being entered**. The emergency room number posted at the **baseboard** level on the door-handle side of the door designates the **room being occupied**.

Building Organization

To optimize room numbering for emergency wayfinding, assess each facility for:

1. cardinal orientation on a map
2. physical organization of adjacent buildings/ additions/ wings/ floors
3. internal organization of departments or fire partitions/ ratings

The example facility below demonstrates a room numbering system that is based on the cardinal orientation of the facility with north and south wings and different use zones within the central portion of the building.



Room Numbering System

Each room number is composed (5) digits, subdividable into (4) parts:

Digit 1 = Building adjacency/ wing/ addition
(**C**= central, **N**= north, **E**= east, **W**= west, **S**= south)

Digit 2 = Floor number
(**0**= basement, **1**= 1st floor, **2**= 2nd floor, etc.)

Digit 3 = Zone or Department

Digits 4-5 = Sequential Number

W2459

West Wing 2nd Floor Zone 4 Room 59

Circulation Features Numbering

Each corridor/ hallway should be labeled with digits 1, 2 and 3 of the numbering system described above.

Each vertical circulation feature should be labeled with a type followed by digits 1 and 3 separated by a hyphen since vertical circulation can connect a single zone on multiple floors.

STAIR W-4

Circulation Type West Wing Zone 4

Character and Print Specifications

- Characters = Uppercase
- Font = Arial
- Height = 1-inch
- Spacing = 1/8-inch (min. within a word)
- Print Media = 1-1/4-inch clear adhesive tape
- Ink Color = black or white (select for high contrast from doorframe/ baseboard color)

Black

White

Special Circumstances

For rooms with no baseboard, the room number should be affixed at the base of the door frame on the door-handle side with the text readable in a vertical orientation.

Within a detention facility, room numbers should be stenciled in a permanent high-contrast paint rather than the standard print media described 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 the County.

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

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

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

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

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

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

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

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

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

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

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

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

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-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 to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

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

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

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

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

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

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-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 Expense.

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

10. Non-Reimbursable Expenses

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

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

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

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

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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.

Commissioners Court - Regular Session **47.**

Meeting Date: 04/25/2023

Juvenile Justice Center Addition (P578) – PSA1-Amendment 1

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

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Agreement for Design & Engineering Services with BLGY, Inc. for the Juvenile Justice Center Addition (P578) for $6,306,300.

Background

This supplemental agreement is for $6,306,300 to complete construction documents and construct the Juvenile Justice Center Addition. This extends the contract termination date to May 19, 2026. Point of contact is Angel Gomez, Senior Project Manager, Facilities Management Department.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BLGY PSA2-SA1-Redacted

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/12/2023 05:03 PM
County Judge Exec Asst.	Becky Pruitt	04/13/2023 03:53 PM
Form Started By: Wendy Danzo		Started On: 04/12/2023 03:45 PM
Final Approval Date: 04/13/2023		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

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

ARCHITECT/
ENGINEER: **BLGY, Inc.** ("A/E")
Brody Harris, Project Manager
2204 Forbes Dr; Suite 101
Austin, TX 78754

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **Agreement for Design and Engineering Services**, 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 **Agreement for Design and Engineering Services** being dated effective **April 5, 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 **complete construction documents and construct an addition to the existing Juvenile Justice Center**; 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 Additional Services detailed in Attachment A – *Scope of Additional Services* (referred to herein as "Additional Services").

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Six Million, Three Hundred Six Thousand, Three Hundred Dollars ($ 6,306,300)** as detailed in Attachment B – *Fee Schedule*, and additional Reimbursable Expenses not to exceed **Thirty-Four Thousand, Three Hundred Dollars ($ 34,300)**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in Attachment C – *Production Schedule*.

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

Printed Name

Title

Date Signed: _____

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

ATTACHMENT A

SCOPE OF ADDITIONAL 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 Additional Fee provided in the Supplemental Agreement, A/E shall perform the following Additional 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 Attachment C – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

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

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

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

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

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

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

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

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

until County accepts the submittal as reasonably complete.

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

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, 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:

Juvenile Justice Center
200 Wilco Way
Georgetown, Texas 78626

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

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

COMPLETE

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following for Areas A, B, C, & D:

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

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

C. Prepare a Design Development level cost estimate in a form acceptable to County.

D. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

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

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following for Areas A, B, C, & D:

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

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

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

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

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

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

Upon County acceptance of previous phase, A/E shall proceed with the following for Areas A, B, & D:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

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

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

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

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

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

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following for Areas A, B, & D:

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

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

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon County acceptance of previous phase, A/E shall perform the following services for Areas A, B, & D:

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

B. Conduct and oversee pre-construction meeting.

C. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

D. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

E. Conduct and oversee bi-weekly progress meetings.

F. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

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

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

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

J. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor

has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

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

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

Upon County acceptance of previous phase, A/E shall perform the following services for Areas A, B, & D:

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

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

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

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

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

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Additional Fee: **$ 6,306,300** 100%

46%	**BLGY Architecture**	**$ 2,902,500**
20%	**TreanorHL** (Advising Architect)	**$ 1,285,000**
2%	**Sunland Group** (Civil)	**$ 154,700**
8%	**Datum Engineering** (Structural)	**$ 520,000**
16%	**HCE** (MEP)	**$ 1,038,000**
1%	**True North** (Technology)	**$ 55,900**
2%	**LattaTech** (Security)	**$ 156,000**
2%	**Engineered Exteriors** (Envelope)	**$ 150,500**
0%	**BAI** (Acoustics)	**$ 12,900**
0%	**Covey** (Landscape)	**$ 30,800**

Phase I - SCHEMATIC DESIGN **COMPLETE**

Phase II - DESIGN DEVELOPMENT for Areas A, B, C, D **$ 1,862,710** 30%

BLGY Architecture	$ 748,500
TreanorHL (Advising Architect)	$ 600,000
Sunland Group (Civil)	$ 56,350
Datum Engineering (Structural)	$ 130,000
HCE (MEP)	$ 212,500
True North (Technology)	$ 14,920
LattaTech (Security)	$ 48,400
Engineered Exteriors (Envelope)	$ 37,630
BAI (Acoustics)	$ 4,060
Covey (Landscape)	$ 10,350

Phase III - CONSTRUCTION DOCUMENTS for Areas A, B, C, D	**$**	**2,928,000**	46%
BLGY Architecture	$	1,337,500	
TreanorHL (Advising Architect)	$	550,000	
Sunland Group (Civil)	$	56,350	
Datum Engineering (Structural)	$	182,000	
HCE (MEP)	$	637,500	
True North (Technology)	$	22,380	
LattaTech (Security)	$	67,800	
Engineered Exteriors (Envelope)	$	52,680	
BAI (Acoustics)	$	6,090	
Covey (Landscape)	$	15,700	

Phase IV - REGULATORY REVIEW & PERMITS for Areas A, B, D	**$**	**162,510**	3%
BLGY Architecture	$	50,000	
TreanorHL (Advising Architect)	$	5,000	
Sunland Group (Civil)	$	11,850	
Datum Engineering (Structural)	$	52,000	
HCE (MEP)	$	37,600	
True North (Technology)	$	1,860	
LattaTech (Security)	$	1,800	
Engineered Exteriors (Envelope)	$	1,500	
BAI (Acoustics)	$	275	
Covey (Landscape)	$	625	

Phase V - BIDDING, AWARD, & EXECUTION for Areas A, B, D	**$**	**169,810**	3%
BLGY Architecture	$	50,000	
TreanorHL (Advising Architect)	$	5,000	
Sunland Group (Civil)	$	11,850	
Datum Engineering (Structural)	$	52,000	
HCE (MEP)	$	37,600	
True North (Technology)	$	1,860	
LattaTech (Security)	$	7,600	
Engineered Exteriors (Envelope)	$	3,000	
BAI (Acoustics)	$	275	
Covey (Landscape)	$	625	

Phase VI - CONSTRUCTION ADMIN. for Areas A, B, D	**$**	**924,930**	15%
BLGY Architecture	$	573,200	
TreanorHL (Advising Architect)	$	100,000	
Sunland Group (Civil)	$	14,640	
Datum Engineering (Structural)	$	52,000	
HCE (MEP)	$	94,000	
True North (Technology)	$	11,160	
LattaTech (Security)	$	22,800	
Engineered Exteriors (Envelope)	$	52,680	
BAI (Acoustics)	$	1,650	
Covey (Landscape)	$	2,800	

Phase VII - PROJECT CLOSE-OUT for Areas A, B, D	**$**	**258,340**	4%
BLGY Architecture	$	143,300	
TreanorHL (Advising Architect)	$	25,000	
Sunland Group (Civil)	$	3,660	
Datum Engineering (Structural)	$	52,000	
HCE (MEP)	$	18,800	
True North (Technology)	$	3,720	
LattaTech (Security)	$	7,600	
Engineered Exteriors (Envelope)	$	3,010	
BAI (Acoustics)	$	550	
Covey (Landscape)	$	700	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **One Thousand, One Hundred Twenty (1,120) calendar days** from thedate of this Supplemental 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.

Supplemental Agreement Execution Date	**04/25/23**
Phase I - SCHEMATIC DESIGN	**COMPLETE**
Phase II - DESIGN DEVELOPMENT for Areas A, B, C, D	
60% Plans, Specifications and Estimate deliverables	08/15/23
County written authorization to proceed to next phase	09/05/23
Phase III - CONSTRUCTION DOCUMENTS for Areas A, B, C, D	
Site Development Plans application submittal to City	05/02/23
Complete Plans, Specifications and Estimate deliverables	12/05/23
County written authorization to proceed to next phase	12/26/23
Phase IV - REGULATORY REVIEW AND PERMITS for Areas A, B, D	
Sealed Plans and Specifications and Estimate deliverables to County	01/02/24
Plans submittal to TDLR and Permit application submittal to City	01/09/24
Construction Permits received from City	03/05/24
Phase V - BIDDING, AWARD, AND EXECUTION for Areas A, B, D	
Permitted Plans and Specifications and Estimate deliverables to County	03/12/24

Phase VI - CONSTRUCTION ADMINISTRATION for Areas A, B, D

Contractor Notice to Proceed	03/19/24
Construction Substantial Completion	03/19/26

Phase VII - PROJECT CLOSE-OUT for Areas A, B, D

Record Documents deliverables	04/17/26

All services shall be complete on, or before: **05/19/26**

Commissioners Court - Regular Session **48.**

Meeting Date: 04/25/2023

LIT for the Facilities Department

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The transfer is necessary for the ESOC Communication Consoles Renovation. Since the repairs will cross fiscal years, the revenues and expenditures will be tracked in the project module and funds will be committed as part of the CIP plan. This transfer is also necessary to create a project number to accurately track revenues and expenditures. P625 (ESOC Communication Consoles Renovation).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$166,107.00
To	0100.0409.000777	Transfer to Capital Projects	$166,107.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/19/2023 02:01 PM
Budget Office	Saira Hernandez	04/20/2023 10:24 AM
Form Started By: Tomika Lynce		Started On: 04/18/2023 09:27 AM
Final Approval Date: 04/20/2023		

Commissioners Court - Regular Session **49.**

Meeting Date: 04/25/2023

2023 CIP Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on transferring $72,396 from P617 (2023 CIP unallocated) to P625 (ESOC Communication Consoles Renovation).

Background

This transfer is necessary to create P625 (ESOC Communication Consoles Renovation) to accurately track revenues and expenditures.

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	04/19/2023 01:59 PM
Form Started By: Tomika Lynce		Started On: 04/18/2023 09:19 AM
Final Approval Date: 04/19/2023		

Commissioners Court - Regular Session **50.**

Meeting Date: 04/25/2023

2021 CIP Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2021 CIP transfer to close P563 (SW Regional Parking Lot) and move the remaining funds of $325,224.23 to P625 (ESOC Communication Consoles Renovation).

Background

This transfer is necessary to close P563 (SW Regional Parking Lot) and create P625 (ESOC Communication Consoles Renovation) to accurately track revenues and expenditures.

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	04/19/2023 01:59 PM
Form Started By: Tomika Lynce		Started On: 04/18/2023 09:16 AM
Final Approval Date: 04/19/2023		

Commissioners Court - Regular Session **51.**

Meeting Date: 04/25/2023

2020 CIP Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2020 CIP Transfer to close P543 (JJC-Records Room Remodel) and move the remaining funds of $39,190.95 to P625 (ESOC Communication Consoles Renovation).

Background

This transfer is necessary to close P543 (JJC-Records Room Remodel) and to create P625 (ESOC Communication Consoles Renovation) and accurately track revenues and expenditures.

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	04/19/2023 01:58 PM
Form Started By: Tomika Lynce		Started On: 04/18/2023 09:04 AM
Final Approval Date: 04/19/2023		

Commissioners Court - Regular Session **52.**

Meeting Date: 04/25/2023

River Ranch Park Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a transfer of $525,000 from P315 (River Ranch County Park) to P465 (Interpretive Center).

Background

On August 23, 2022, a budget amendment was executed to complete River Ranch County Park. This transfer is needed to complete the Interpretive Center (P465) located inside River Ranch County Park.

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	04/19/2023 02:01 PM
Form Started By: Tomika Lynce		Started On: 04/18/2023 10:08 AM
Final Approval Date: 04/19/2023		

Commissioners Court - Regular Session **53.**

Meeting Date: 04/25/2023

2023 CIP Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on transferring $25,000 from P617 (2023 CIP Unallocated) to P614 (Jail Dock Stations Generators).

Background

On March 28, 2023, an agreement was executed with Austin Welder and Generator. At this time, the Facilities Department has received a quote for change in work. The change order will be on a future agenda date. This transfer is necessary to provide additional funding for the change in work.

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	04/20/2023 11:51 AM
Form Started By: Tomika Lynce		Started On: 04/20/2023 10:03 AM
Final Approval Date: 04/20/2023		

Commissioners Court - Regular Session **54.**

Meeting Date: 04/25/2023

Receive the April 2023 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the April 2023 Construction Summary Report and PowerPoint Presentation

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

April 2023 Construction Summary Report

April 2023 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:51 AM
Form Started By: Marie Walters		Started On: 04/20/2023 10:05 AM
Final Approval Date: 04/20/2023		

ROAD BOND PROGRAM

Construction Summary Report

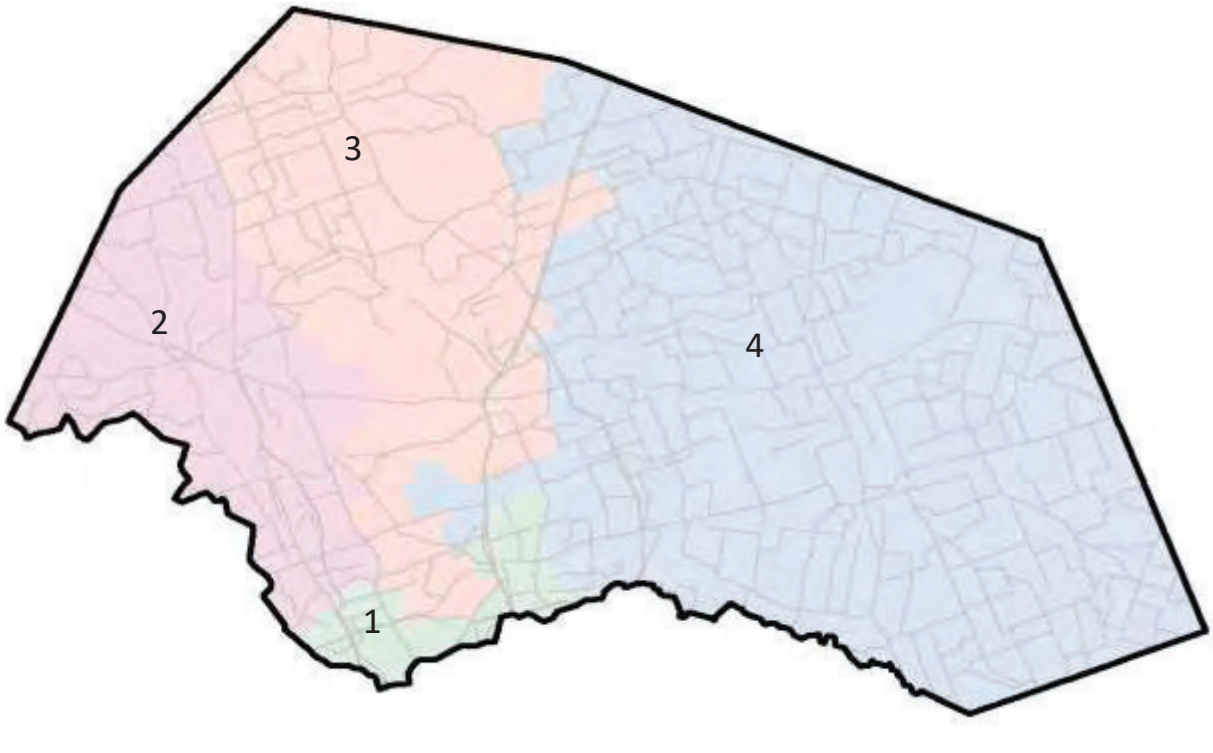
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

April 2023

WWW.ROADBOND.ORG

Volume XXII - Issue No.4



Presented By: HNTB

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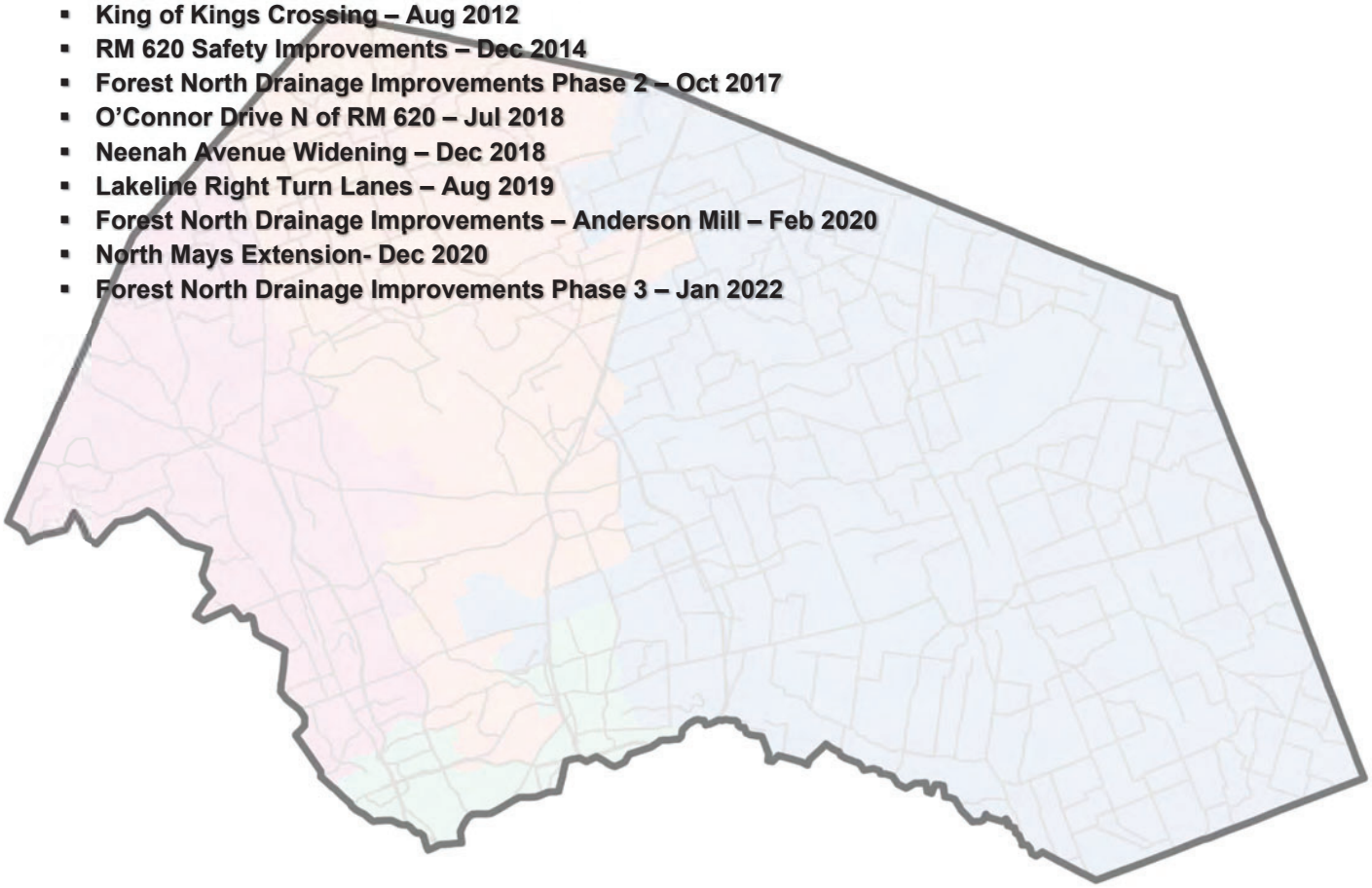
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2023

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**



WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2023

Precinct 2

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017
- County Road 200 at Bold Sundown – Oct 2018
- Ronald Reagan at Santa Rita Ranch – Feb 2019
- CR 200 at SH 29 / Loop 332 – Jul 2019
- Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020
- San Gabriel Ranch Road Bridge – Mar 2020
- Corridor F / US 183 Planning - Jan 2021
- Seward Junction Improvements – Mar 2021
- Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022
- CR 200 (CMTA Railroad to CR 201) – Oct 2022

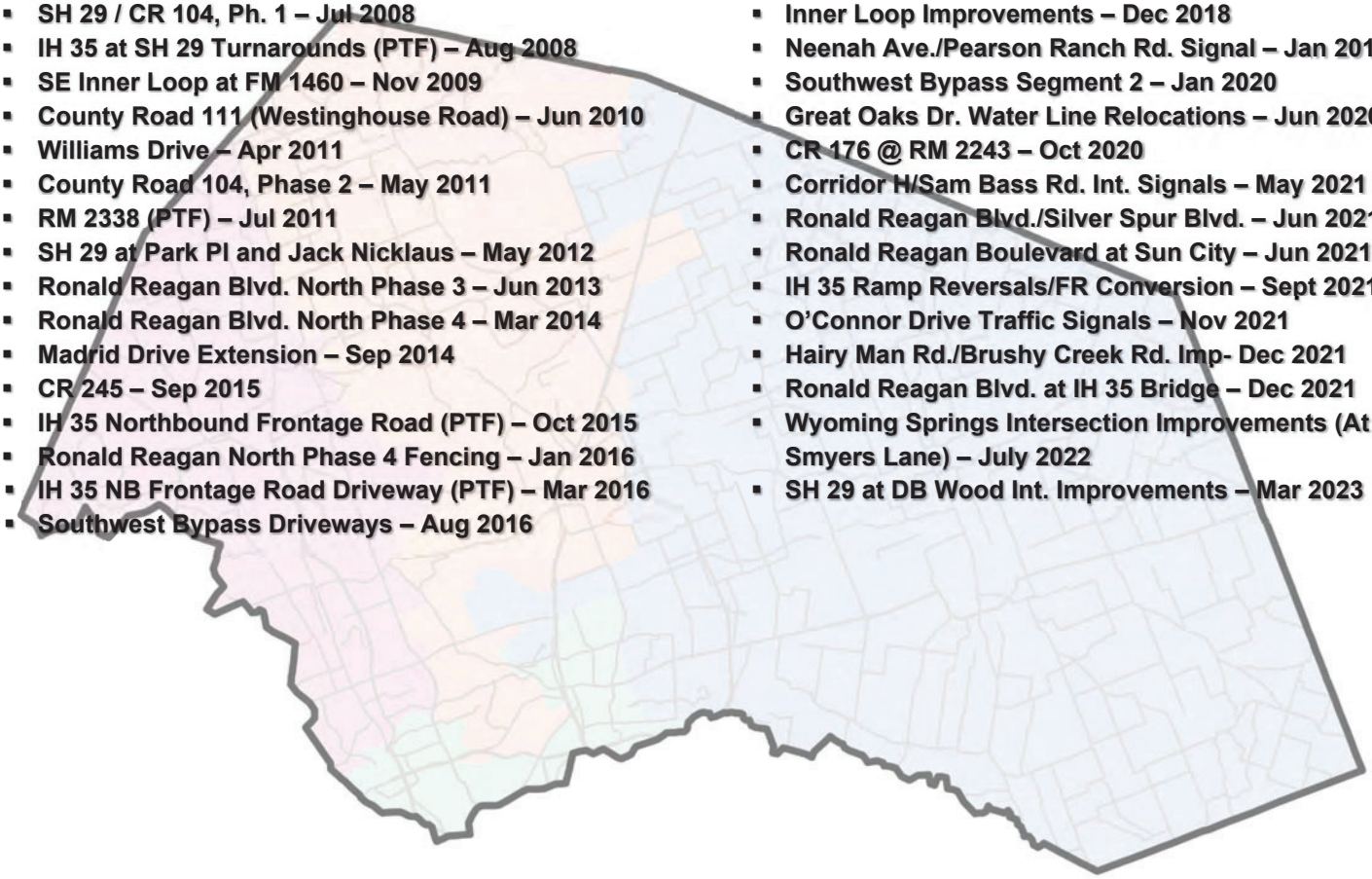
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2023

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relo. for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Pearson Ranch Road – Oct 2017
- Arterial H Extension Phase I– Feb 2018
- Relo. of Williamson County Regional WL – Apr 2018
- RM 620 Phase 2 – Jul 2018
- Southwest Bypass Segment 1 – Sept 2018
- Inner Loop Improvements – Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
- Southwest Bypass Segment 2 – Jan 2020
- Great Oaks Dr. Water Line Relocations – Jun 2020
- CR 176 @ RM 2243 – Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals – May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
- Ronald Reagan Boulevard at Sun City – Jun 2021
- IH 35 Ramp Reversals/FR Conversion – Sept 2021
- O'Connor Drive Traffic Signals – Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022
- SH 29 at DB Wood Int. Improvements – Mar 2023



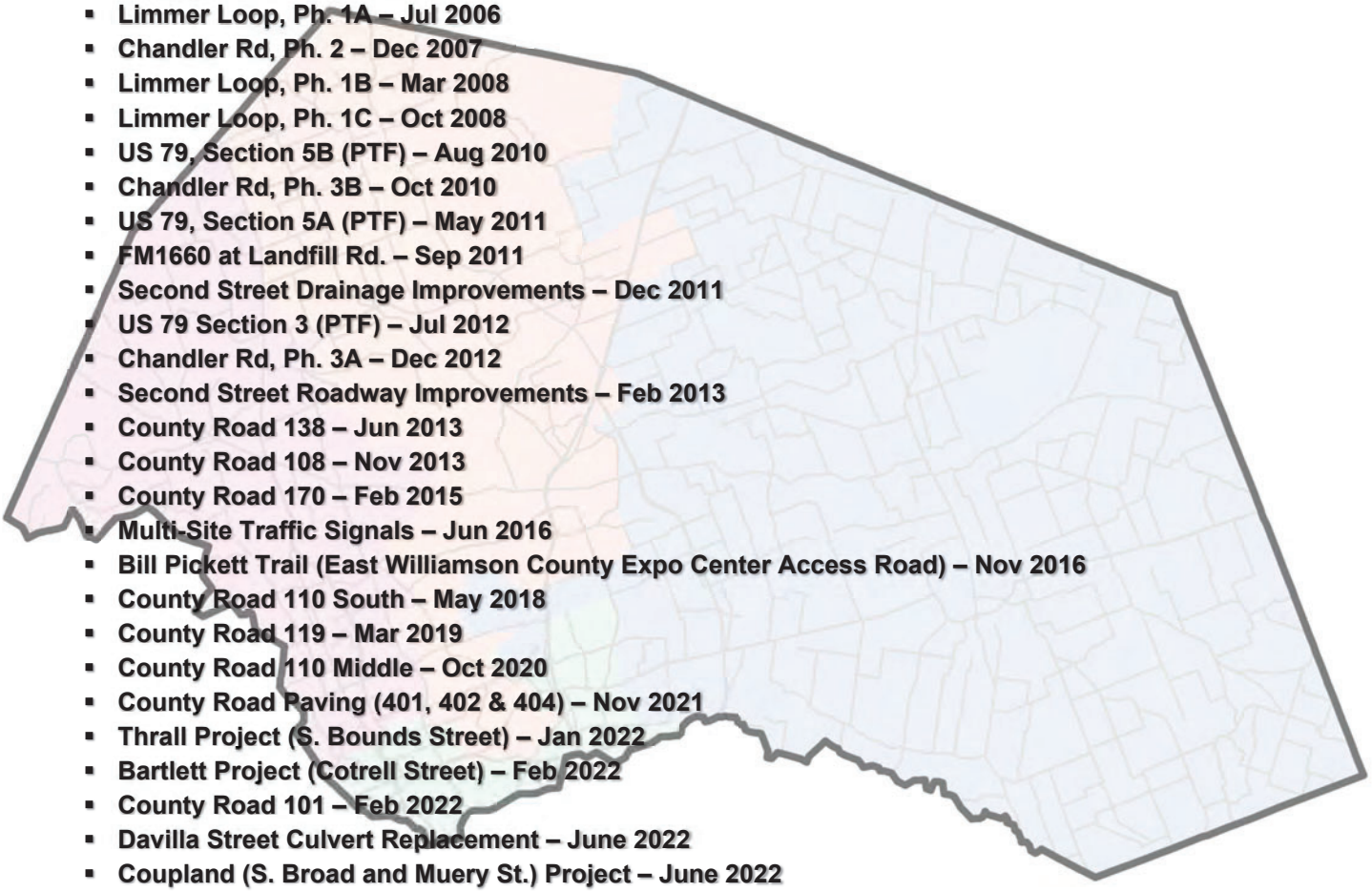
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

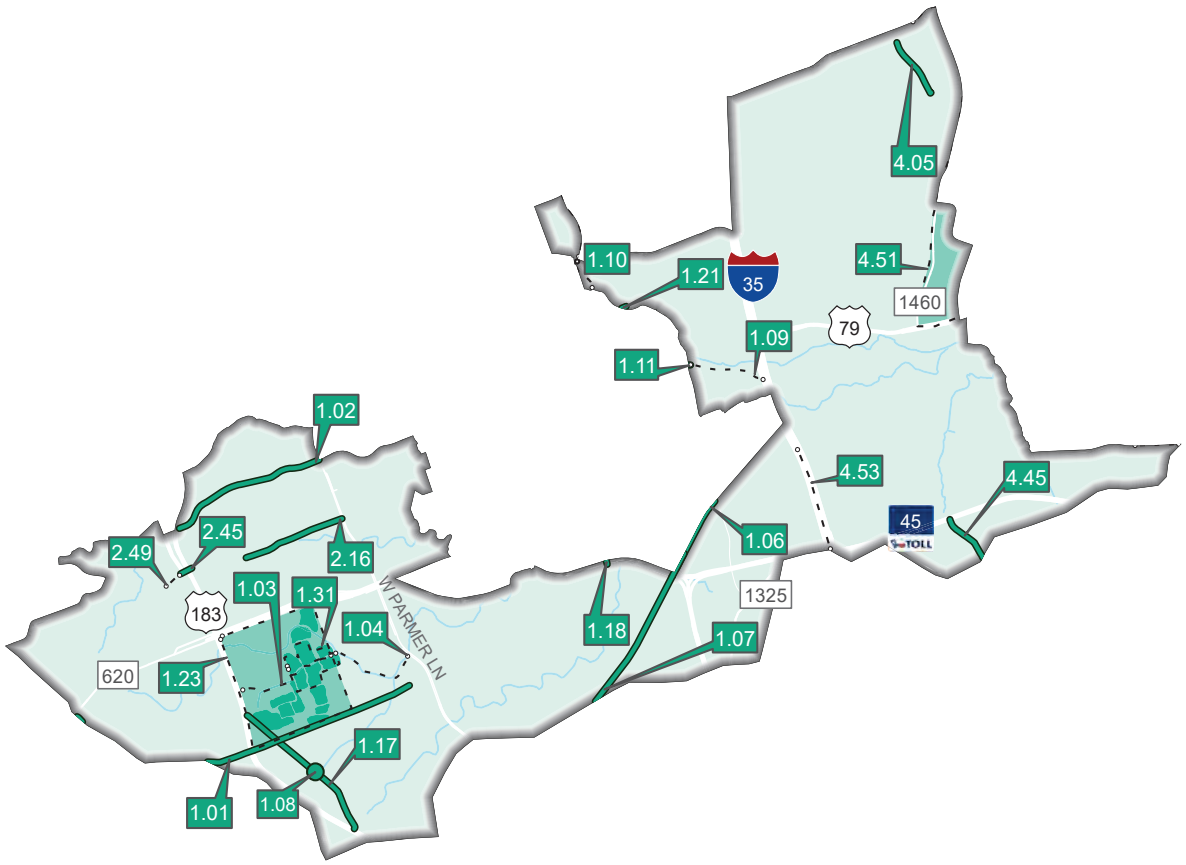
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2023

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **County Road Paving (401, 402 & 404) – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Replacement – June 2022**
- **Coupland (S. Broad and Muery St.) Project – June 2022**
- **CR 404 Hutto Water Line Realignment – Sept 2022**



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook

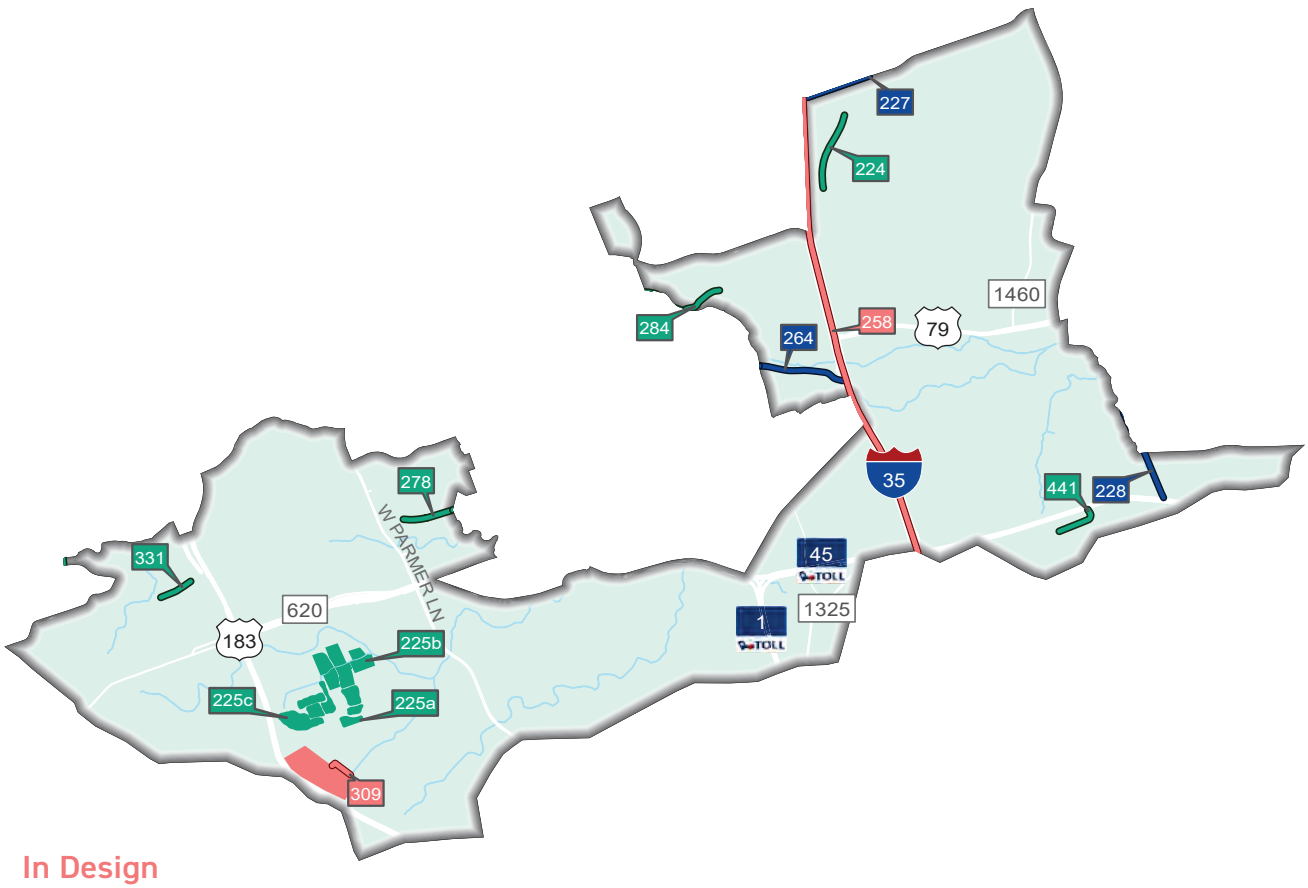


Completed/Open to Traffc

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1 ----
1.04 Lake Creek Drainage - Phase 2 ----
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility ----
1.10 Wyoming Springs North ----
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes ----
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis ----

---- Study

2013 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook



In Design
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road Area)

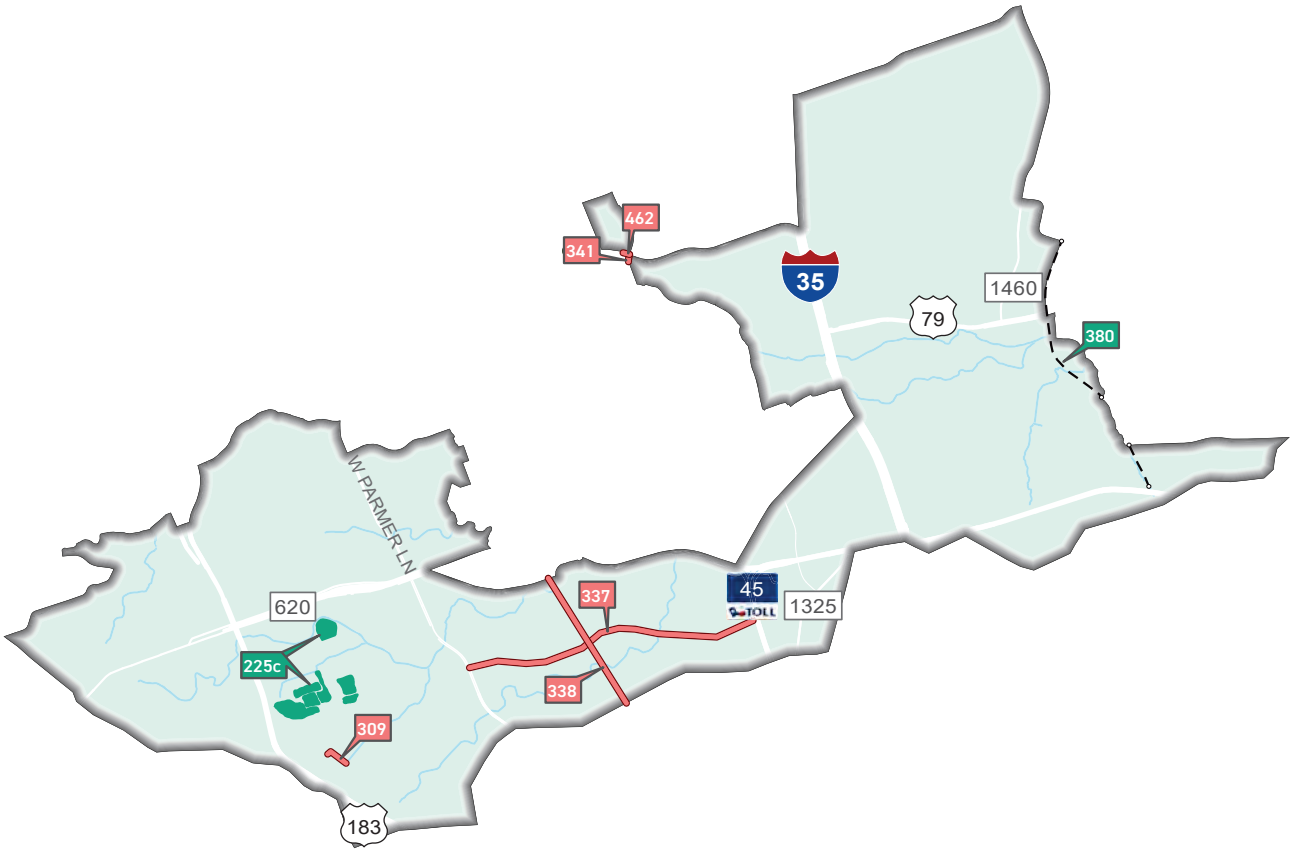
Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Completed/Open to Traffic
224 North Mays Extenstion (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Bushy Creek Road Safety Improvements (Bushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

Study

2019 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734-Loop1)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffc

225c Forest North Drainage Improvements Phase 3
380 MoKan (University Boulevard to SH 45) - - - -

Study

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265 Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	279	689

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	5
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	13
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	12	18
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	13	22
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	19	27
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	25	31
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	47	36
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	54	40
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	58	45
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	61	49
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	64	54
13	2/1/2020	2/29/2020	29	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	65	58
14	3/1/2020	3/31/2020	31	$176,371.44	$7,094,276.06	$19,596.83	$788,252.90	67	62
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	71	67
16	5/1/2020	5/31/2020	31	$277,797.27	$7,767,549.49	$30,866.36	$863,061.05	73	71
17	6/1/2020	6/30/2020	30	$385,340.38	$8,152,889.87	$42,815.60	$905,876.65	77	75
18	7/1/2020	7/31/2020	31	$418,604.43	$8,571,494.30	$46,511.61	$952,388.26	81	80
19	8/1/2020	8/31/2020	31	$202,731.51	$8,774,225.81	$22,525.72	$974,913.98	83	84
20	9/1/2020	9/30/2020	30	$117,670.32	$8,891,896.13	$13,074.48	$987,988.46	84	89
21	10/1/2020	10/31/2020	31	$305,827.52	$9,197,723.65	$33,980.83	$1,021,969.29	87	93
22	11/1/2020	11/30/2020	30	$190,635.28	$9,388,358.93	$21,181.70	$1,043,150.99	89	98
23	12/1/2020	12/31/2020	16	$338,985.41	$9,727,344.34	$37,665.05	$1,080,816.04	92	100
24	1/1/2021	2/28/2021	0	$165,603.43	$9,892,947.77	$18,400.38	$1,099,216.42	94	100
25	3/1/2021	5/31/2021	0	$1,535,933.64	$11,428,881.41	-$1,099,216.42	$0.00	97	100
26	6/1/2021	12/31/2021	0	$18,800.00	$11,447,681.41	$0.00	$0.00	97	100
27	1/1/2022	5/31/2022	0	$264,978.20	$11,712,659.61	$0.00	$0.00	99.67	100
28	6/1/2022	12/31/2022	0	$37,397.98	$11,750,057.59	$0.00	$0.00	99.99	100

3/31/2023 Comments - Contractor continued coordinating power connection with Oncor.

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$0.00

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Change Order Number	Approved	Cost This CO	Total COs
02	5/5/2020	$24,898.11	$ 24,898.11

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

Change Order Number	Approved	Cost This CO	Total COs
03	10/6/2020	$67,872.45	$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

Change Order Number	Approved	Cost This CO	Total COs
04	10/6/2020	$21,002.40	$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

Change Order Number	Approved	Cost This CO	Total COs
05	2/23/2021	$194,528.81	$ 308,301.77

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

Change Order Number	Approved	Cost This CO	Total COs
6	3/23/2021	$364,733.96	$ 673,035.73

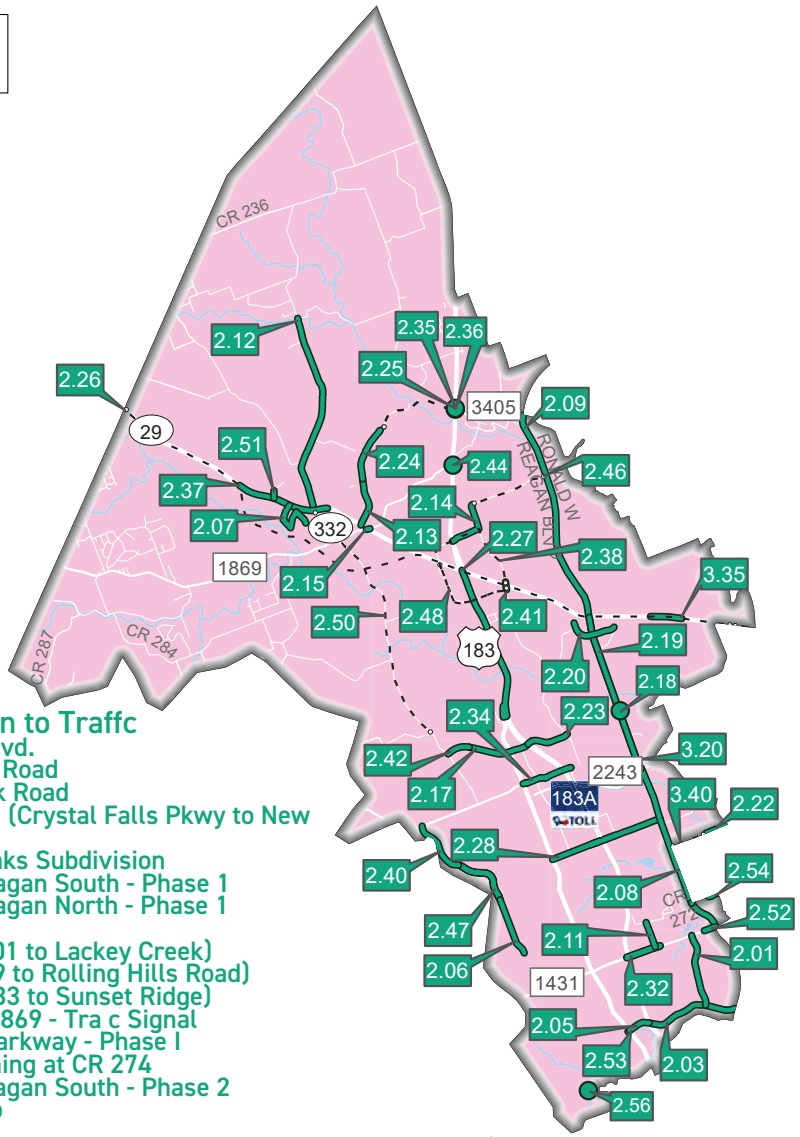
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Change Order Number	Approved	Cost This CO	Total COs
7	4/12/2022	$302,109.20	$ 975,144.93

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the interim final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the contractor for various work including installation of soil stabilization measures under the bridge. 4B: Third Party Accommodation. Third party requested work. This Change Order also adds a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge.

Adjusted Price = $11,750,980.68

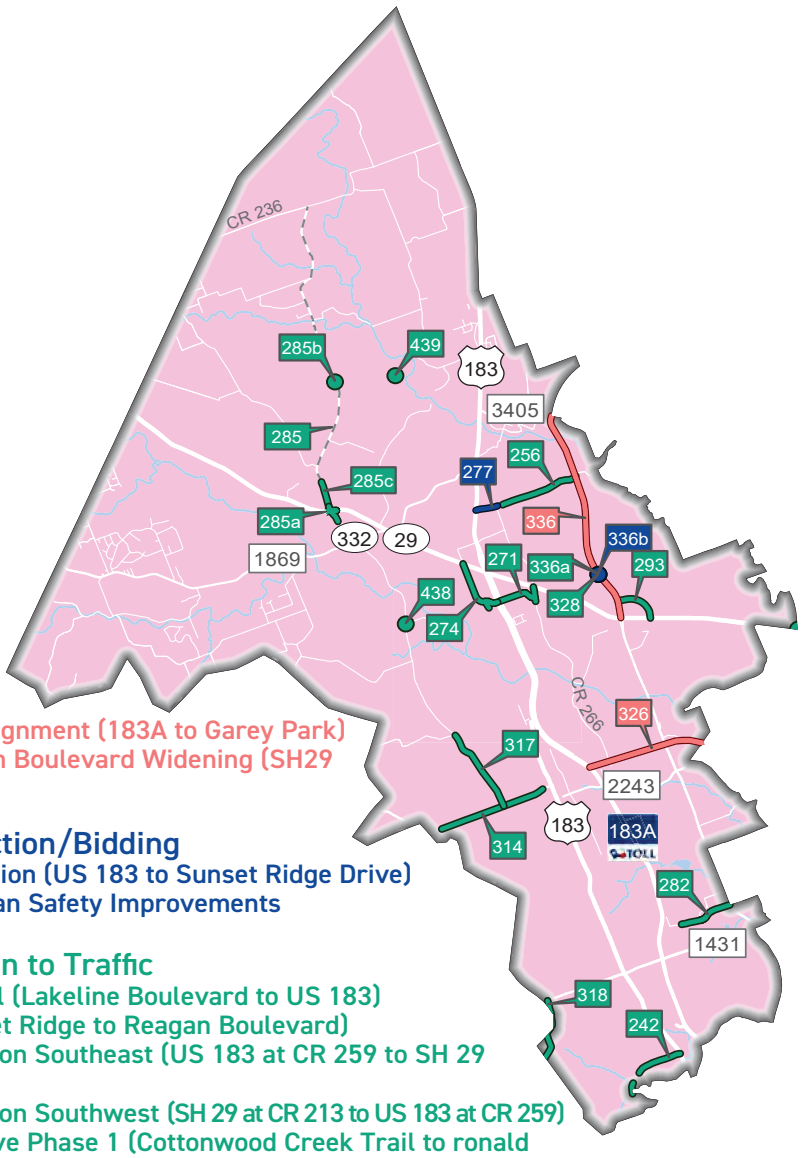
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffc

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Tra c Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kau man Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic ----
2.26 SH 29 Improvements and Schematic ----
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Tra c Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements ----
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ----
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW) ----
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ----
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS
Precinct 2 - Commissioner Long



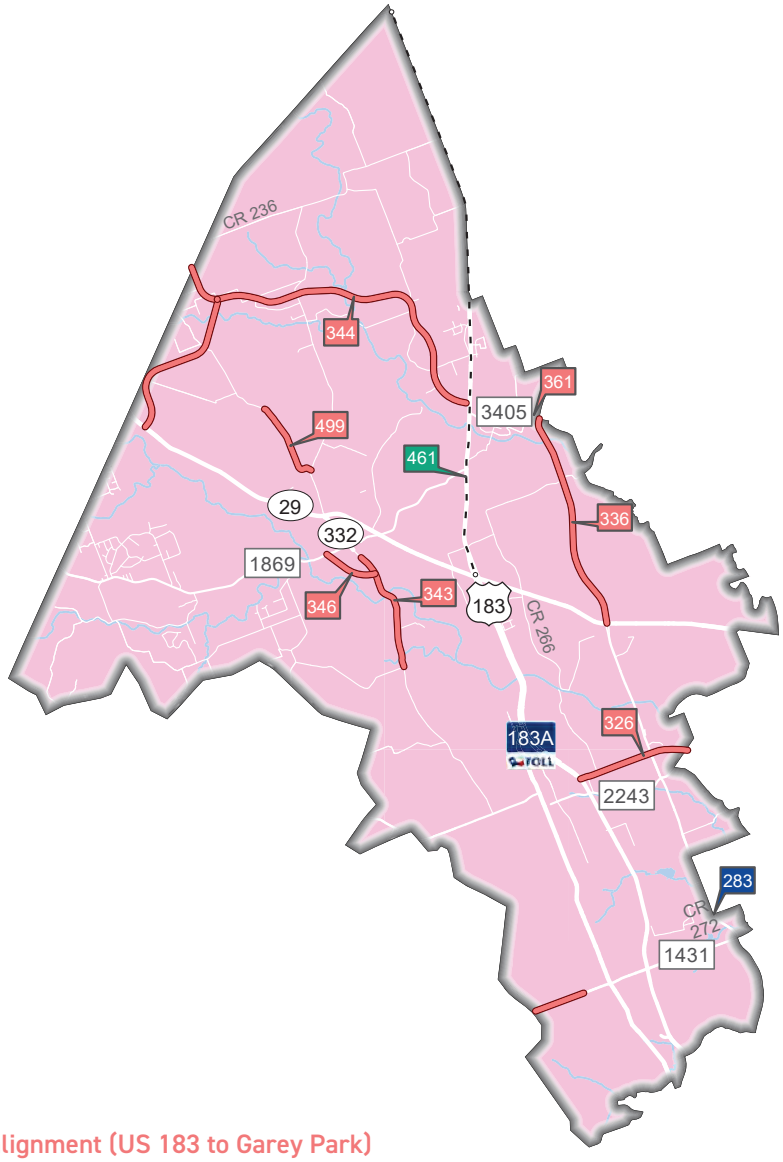
In Design
326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH29 to FM 3405)

Under Construction/Bidding
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
336b Ronald Reagan Safety Improvements

Completed/Open to Traffic
242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH29 to CR 236)
285a SH 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quandrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

Study

2019 ROAD BOND PROGRAM PROJECTS
Precinct 2 - Commissioner Long



In Design
326 RM 2243 Realignment (US 183 to Garey Park)
336 Ronald Reagan Boulevard Widening (SH29 FM 3405)
343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
344 Corridor I2 (Burnet County Line to US 183)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
361 Corridor I1 (FM 3405) (US 183 to Ronald Reagan Boulevard)

Under Construction/Bidding
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)

Completed/Open to Traffic
461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)

Study

CR 200 Reconstruction
Project No. T5023

Original Contract Price = $4,975,515.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/8/2021	9/30/2021	11/15/2021	11/25/2021	10/7/2022			308	0	308

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/15/2021	12/3/2021	19	$322,884.45	$322,884.45	$35,876.05	$35,876.05	8	6
2	12/4/2021	12/31/2021	28	$243,429.75	$566,314.20	$27,047.75	$62,923.80	14	15
3	1/1/2022	1/28/2022	28	$322,421.76	$888,735.96	$35,824.64	$98,748.44	21	24
4	1/29/2022	2/28/2022	31	$522,074.39	$1,410,810.35	$58,008.27	$156,756.71	34	34
5	3/1/2022	3/28/2022	28	$360,789.80	$1,771,600.15	$40,087.75	$196,844.46	42	44
6	3/29/2022	4/29/2022	32	$353,052.72	$2,124,652.87	$39,228.08	$236,072.54	51	54
7	4/30/2022	5/27/2022	28	$352,739.26	$2,477,392.13	$39,193.25	$275,265.79	59	63
8	5/28/2022	7/1/2022	35	$185,880.12	$2,663,272.25	$20,653.35	$295,919.14	64	74
9	7/2/2022	8/1/2022	31	$258,962.10	$2,922,234.35	$28,773.57	$324,692.71	70	84
10	8/2/2022	9/2/2022	32	$660,525.72	$3,582,760.07	$73,391.74	$398,084.45	86	95
11	9/3/2022	9/30/2022	28	$865,676.01	$4,448,436.08	-$307,300.04	$90,784.41	98	104
12	10/1/2022	10/31/2022	6	$95,705.92	$4,544,142.00	$1,953.18	$92,737.59	100	106

3/31/2023 Comments - Smith Contracting waiting for vegetative growth.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2022	$ 26,798.12	$ 26,798.12

1. Design Error and Omission: 1B.Other: This Change Order provides payment for additional drainage pipes needed to maintain positive drainage during the PH 1 construction of the detours. It also provides payment for the roadway signage called out in the plans, but not accounted for in the bid tabs and stripe elimination needed for the different phases of construction. 2. Differing Site Conditions (unforeseeable) 2G:Unadjusted Utility (Unforeseeable) This Change Order also provides payment to the contractor for lowering an AT&T line in-place so that Culvert 1 could be installed.

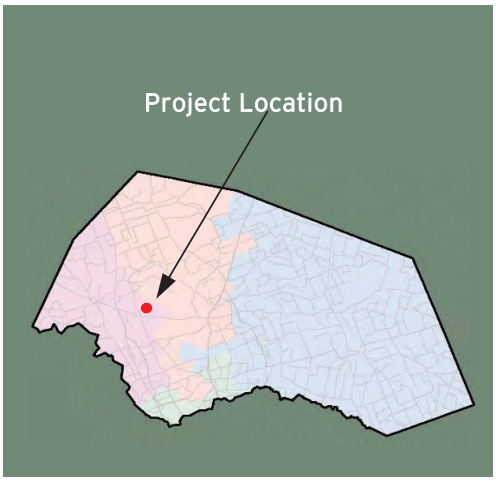
Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2022	$ 4,058.92	$ 30,857.04

4B. Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for replacing the existing concrete driveways at the entrances to the City of Liberty Hill's Park and revising the asphalt driveway quantity. With the existing driveways being concrete, it was requested by the City to go back in concrete.

Change Order Number	Approved	Cost This CO	Total COs
03	3/22/2023	-353,937.79	-323,080.75

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable) This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $4,652,434.34



CR 258 Extension
(US 183 to Sunset Ridge Drive)

Project Length: 0.526 Miles
Roadway Classification: Major Collector

Project Schedule: October 2022 - January 2024
Estimated Construction Cost: $6.3 Million

MARCH 2023 IN REVIEW

3/3/2023: Joe Bland Construction (JBC) passed the test on waterline A, installed waterline B and continued installing culvert pipes. JBC continued excavating the roadway and placing embankment in various locations.

3/10/2023: JBC continued testing waterline B and installing concrete box culverts. JBC continued excavating roadway and placing embankment in various locations.

3/17/2023: JBC continued excavating roadway and placing embankment in various locations on both ends of project. JBC continued placing embankment for Questa Trail.

3/24/2023: JBC continued roadway excavation and placing embankment in various locations on both ends of project. Subcontractor Wolf Miller cut ditches at various locations.

3/31/2023: JBC continued roadway excavation and placing embankment in various locations on both ends of the project.

Design Engineer: American Structurepoint
Contractor: Joe Bland Construction
Construction Observation:
Bruce Thurin, HNTB

Williamson County
Road Bond Program

CR 258 Extension
Project No. 22IFB141

Original Contract Price = $5,836,754.36

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
9/14/2022	9/27/2022	11/28/2022	12/8/2022			395		395

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2022	11/30/2022	0	$47,590.20	$47,590.20	$5,287.80	$5,287.80	1	0
2	12/1/2022	1/31/2023	55	$536,565.20	$584,155.40	$59,618.36	$64,906.16	10	14
3	2/1/2023	2/28/2023	28	$463,314.38	$1,047,469.78	$51,479.37	$116,385.53	19	21

3/31/2023 Comments- Contractor continued roadway excavation and embankment and installing culvert pipes in various locations.

Change Order Number	Approved	Cost This CO	Total COs
01	11/11/2022	$ -	$ -

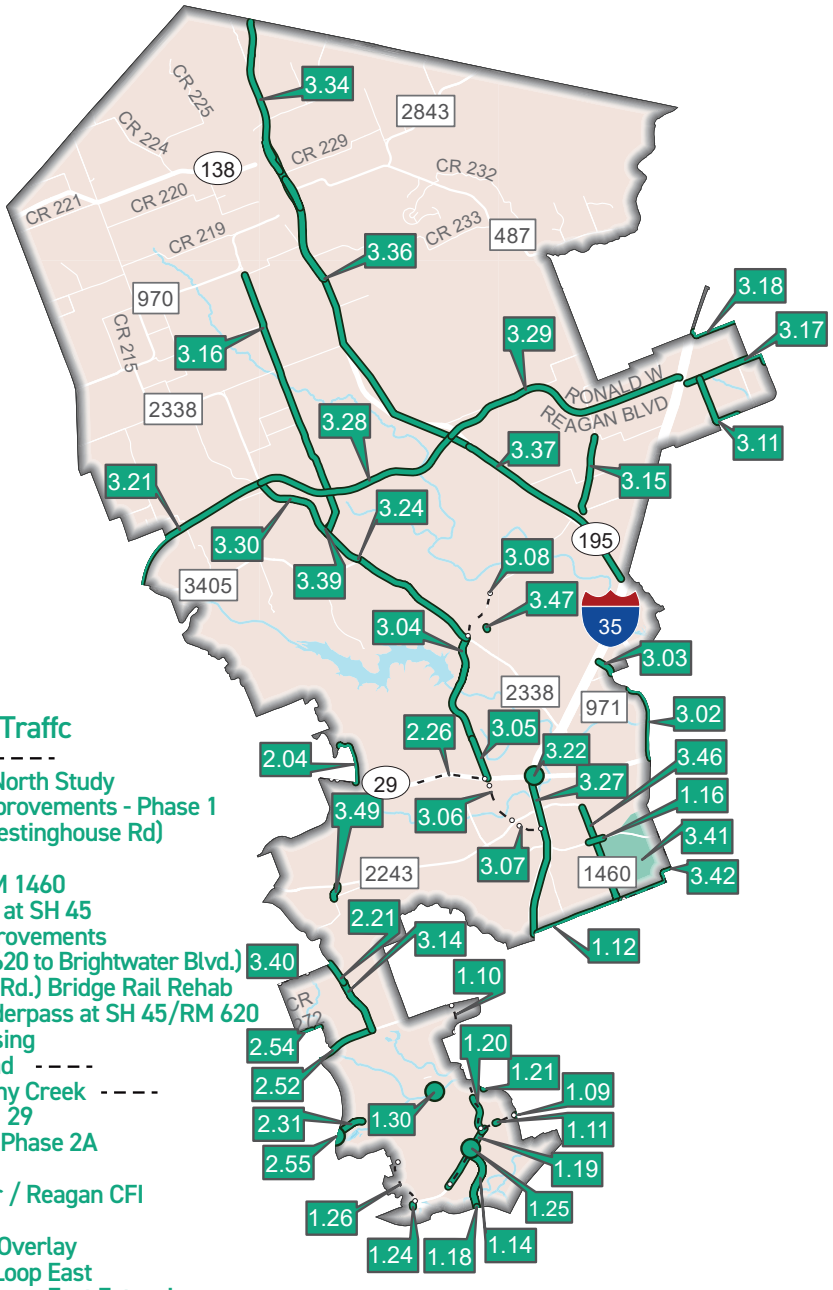
4B: Third Party Accommodation. Third party requested work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the City) be an additional insured to oe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
02	11/22/2022	$ 422,565.69	$ 422,565.69

3. County Convenience 3 : Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Eli abeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Eli abeth Parkway.

Adjusted Price = $6,259,320.05

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey

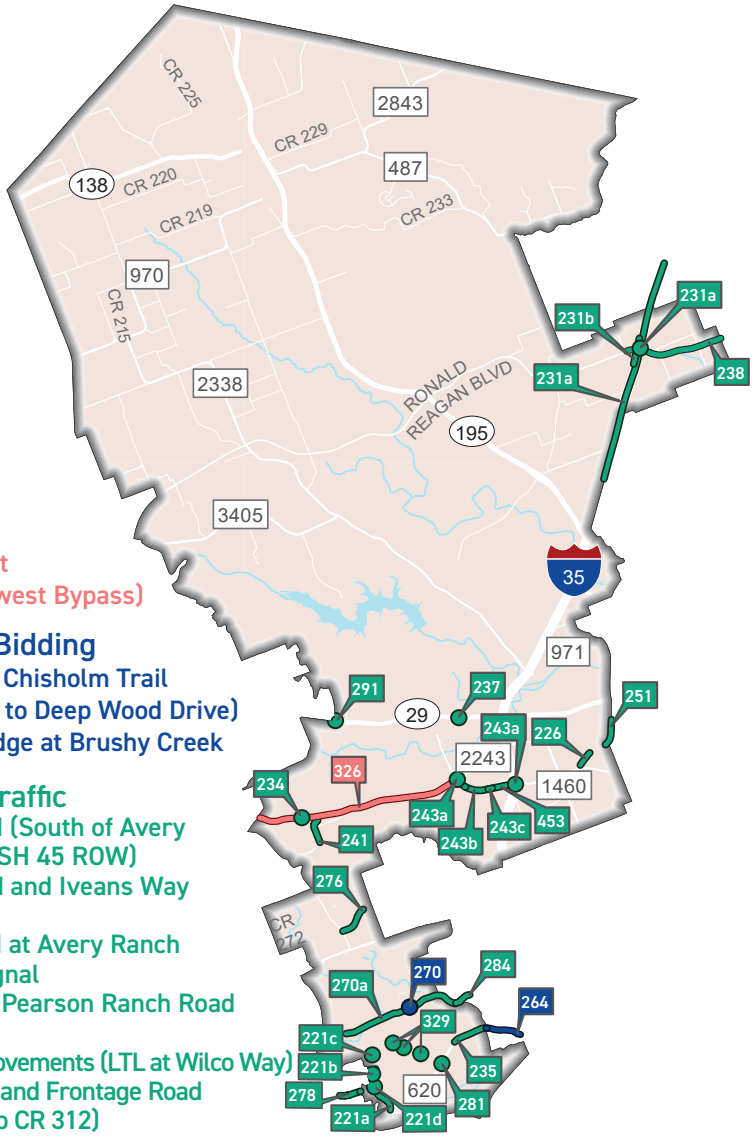


Study

Completed/Open to Traffc

1.09 RM 620 Feasibility - - - -
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road - - - -
1.30 Great Oaks at Brushy Creek - - - -
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 - - - -
3.07 Georgetown Inner Loop - Project 4 - - - -
3.08 Georgetown Inner Loop - Project 5 - - - -
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179 - - - -
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS
Precinct 3 - Commissioner Covey



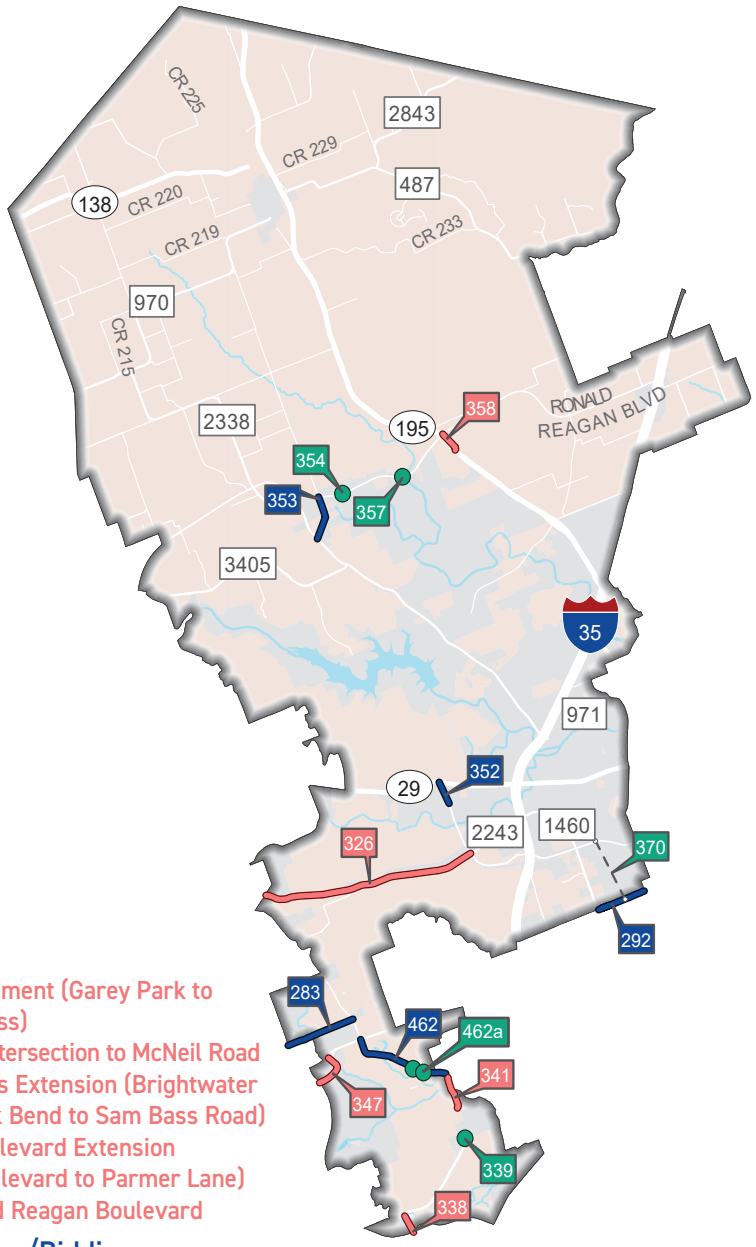
In Design
326 RM 2243 Realignment
(Garey Park to Southwest Bypass)

Under Construction/Bidding
264 RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek

Completed/Open to Traffic
221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
237 SH 29 at DB Wood Intersection Improvements
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements
(LTL at Central Maintenance Facility)
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening
(Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620
Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road / CR 111 / CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals
(Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



Study

In Design

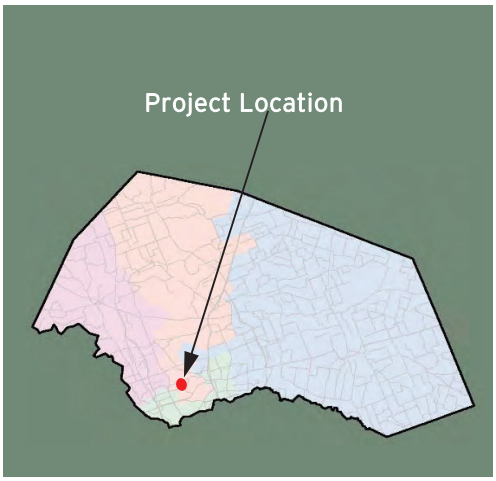
326 RM 2243 Realignment (Garey Park to Southwest Bypass)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
358 SH 195 at Ronald Reagan Boulevard

Under Construction/Bidding

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

339 Wyoming Springs Intersection Improvements (At Smyers Lane)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard)
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch Boulevard and Great Oaks Drive Intersections)



Great Oaks Drive Bridge at Brushy Creek
(Along Great Oaks Drive from Brightwater Blvd to Oak Ridge Drive)

Project Length: 0.191 Miles
Roadway Classification: Major Collector

Project Schedule: September 2021 - Spring 2023
Estimated Construction Cost: $10.7 Million

MARCH 2023 IN REVIEW

3/3/2023: DeNucci Constructors poured rip rap at Culvert F near the Brushy Creek MUD facility driveway. DeNucci began placing flexible base for the parking lot under the bridge.

3/10/2023: DeNucci continued excavating for the cast-in-place retaining wall on the north side of the parking lot. Greater Austin set forms, tied steel and poured concrete bent caps for the Great Oaks bridge.

3/17/2023: DeNucci set the traffic signal poles on the NE and SW corners of the intersection and began pulling cable. Greater Austin poured the Phase 4 portion of the Brushy Creek Abutment Cap. DeNucci placed concrete pavement for parking lot under the bridge.

3/24/2023: DeNucci continued installing the storm sewer pipe along the southbound side of Great Oaks south of the bridge.

3/31/2023: DeNucci completed panels and backfilled Wall 1A and 2L. They continued placing embankment and flexible base at the parking lot.

Design Engineer: P.E. Structural
Contractor: DeNucci Constructors
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

Great Oaks Drive Improvements at Brushy Creek
Project No. T4327

Original Contract Price = $10,580,634.11

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/30/2021	8/3/2021	9/3/2021	9/13/2021				585		585

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/13/2021	9/30/2021	18	$299,881.08	$299,881.08	$33,320.12	$33,320.12	3	3
2	10/1/2021	10/31/2021	31	$305,937.90	$605,818.98	$33,993.10	$67,313.22	6	8
3	11/1/2021	11/30/2021	30	$353,916.66	$959,735.64	$39,324.07	$106,637.29	10	14
4	12/1/2021	12/31/2021	31	$323,378.73	$1,283,114.37	$35,930.97	$142,568.26	13	19
5	1/1/2022	1/31/2022	31	$388,799.66	$1,671,914.03	$43,199.97	$185,768.23	17	24
6	2/1/2022	2/28/2022	28	$496,378.98	$2,168,293.01	$55,153.22	$240,921.45	22	29
7	3/1/2022	3/31/2022	31	$243,581.01	$2,411,874.02	$27,064.55	$267,986.00	25	34
8	4/1/2022	4/30/2022	30	$232,084.08	$2,643,958.10	$25,787.13	$293,773.13	27	39
9	5/1/2022	5/31/2022	31	$754,642.60	$3,398,600.70	$83,849.18	$377,622.31	35	45
10	6/1/2022	6/30/2022	30	$340,143.43	$3,738,744.13	$37,793.71	$415,416.02	39	50
11	7/1/2022	7/31/2022	31	$475,914.67	$4,214,658.80	$52,879.41	$468,295.43	44	55
12	8/1/2022	8/31/2022	31	$373,966.90	$4,588,625.70	$41,551.87	$509,847.30	47	60
13	9/1/2022	9/30/2022	30	$334,474.19	$4,923,099.89	$37,163.80	$547,011.10	51	65
14	10/1/2022	10/31/2022	31	$596,227.60	$5,519,327.49	$66,247.51	$613,258.61	57	71
15	11/1/2022	11/30/2022	30	$150,522.30	$5,669,849.79	$16,724.70	$629,983.31	59	76
16	12/1/2022	12/31/2022	31	$210,284.10	$5,880,133.89	$23,364.90	$653,348.21	61	81
17	1/1/2023	1/31/2023	31	$487,668.38	$6,367,802.27	$54,185.38	$707,533.59	66	86
18	2/1/2023	2/28/2023	28	$319,021.56	$6,686,823.83	$35,446.84	$742,980.43	69	91

3/31/2023 Comments - Contractor continued working on Phase 4 of the Great Oaks bridge roadway, storm drain, traffic signals, and parking lot paving work also progressed this period. Anticipated completion date is Spring of 2023.

Change Order Number	Approved	Cost This CO	Total COs
01	3/29/2022	$ 29,487.96	$ 29,487.96

4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with existing ATT line at Culvert C.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2022	$ 100,234.16	$ 129,722.12

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling for a drill shaft for the Hairy Man bridge abutment. Cost sharing (one third) was agreed to by the County with the contractor, DeNucci Constructors.

Change Order Number	Approved	Cost This CO	Total COs
03	3/2/2023	27,926.96	157,649.08

1A: Incorrect PS&E. This Change Order adds items to pay for traffic rail unction Boxes, a 36' tall traffic signal pole, an Electric Service T A, a Guardrail End Treatment, and Removable Work one Pavement Markings. These items of work were not properly addressed in the project plan set.

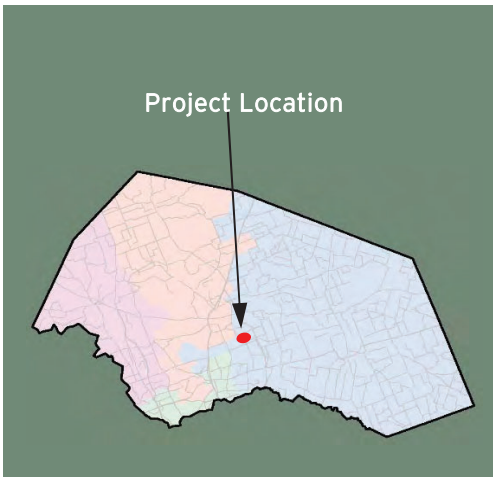
Change Order Number	Approved	Cost This CO	Total COs
04	3/2/2023	11,820.42	169,469.50

3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds a pay item for additional pavement widening to improve the turning radius at the south end of the existing Great Oaks bridge over Brushy Creek.

Change Order Number	Approved	Cost This CO	Total COs
05	3/22/2023	2,831.80	172,301.30

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds an item to pay for additional signs needed at the Oak Ridge Drive and Great Oaks Drive intersection during Phase 3 construction. This Change Order also adds an item to pay for water valves to be adjusted on the southwest corner of the existing Great Oaks Drive and Brushy Creek Road intersection.

Adjusted Price = $10,752,935.41



CR 111 Westinghouse Road
(FM 1460 to SH 130 and CR 110 North to CR 111)

Project Length: 4.633 Miles
Roadway Classification: Rural Collector

Project Schedule: January 2022 - Spring 2024
Estimated Construction Cost: $22.1 Million

MARCH 2023 IN REVIEW

3/3/2023: Capital Excavation set forms and steel to place concrete for riprap in ditch lines at Culvert 5 and mow strip at the guard rails on Culvert 4.

3/10/2023: Capital Excavation continued to set forms for riprap in ditch lines at Culvert 5. Subcontractor ESSI seeded and placed soil blankets on slopes at various locations from FM 1460 to east of Rock Ride.

3/17/2023: Capital Excavation poured concrete for the box extensions for headwall at Culvert 8. Subcontractors TRP and Flasher placed pavement markings and signs from FM 1460 to Bell Gin Road for the traffic switch.

3/24/2023: Capital Excavation placed concrete for headwalls, safety end treatments and placed drainage pipes at driveways and side street extensions from Bell Gin Road to SH130.

3/31/2023: Capital Excavation set steel and placed concrete for headwalls. Capital continued boring the 12-inch steel casing across the road east of the Gateway School. Capital watered from FM 1460 to Bell Gin Road.

Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
Chuck Evans, HNTB

Williamson County
Road Bond Program

CR 111 Westinghouse Road
Project No. 22IFB39

Original Contract Price = $21,024,332.88

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/15/2021	1/11/2022	1/20/2022	1/30/2022				700		700

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2022	2/28/2022	28	$142,149.86	$142,149.86	$15,794.43	$15,794.43	1	4
2	3/1/2022	3/31/2022	31	$1,624,724.26	$1,766,874.12	$180,524.92	$196,319.35	9	8
3	4/1/2022	4/30/2022	30	$1,286,121.32	$3,052,995.44	$142,902.37	$339,221.72	15	13
4	5/1/2022	5/31/2022	31	$1,110,146.62	$4,163,142.06	$123,349.64	$462,571.36	21	17
5	6/1/2022	6/30/2022	30	$482,208.08	$4,645,350.14	$53,578.66	$516,150.02	23	21
6	7/1/2022	7/31/2022	31	$787,719.86	$5,433,070.00	$87,524.44	$603,674.46	27	26
7	8/1/2022	8/31/2022	31	$822,906.88	$6,255,976.88	$91,434.10	$695,108.56	31	30
8	9/1/2022	9/30/2022	30	$1,707,686.45	$7,963,663.33	$189,742.92	$884,851.48	40	35
9	10/1/2022	10/31/2022	31	$1,107,286.40	$9,070,949.73	$123,031.82	$1,007,883.30	46	39
10	11/1/2022	11/30/2022	30	$518,917.48	$9,589,867.21	$57,657.50	$1,065,540.80	48	43
11	12/1/2022	12/31/2022	31	$1,285,779.15	$10,875,646.36	-$493,138.36	$572,402.44	52	48
12	1/1/2023	1/31/2023	31	$620,120.59	$11,495,766.95	$32,637.93	$605,040.37	55	52
13	2/1/2023	2/28/2023	28	$846,149.01	$12,341,915.96	$44,534.15	$649,574.52	59	56

3/31/2023 Comments - Traffic switch to start building the northern half of the road was performed this month, roadway construction, storm sewer pipe and box culverts, and installation of water lines continues.

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Change Order Number	Approved	Cost This CO	Total COs
01	5/3/2022	$233,364.00	$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A orce Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

Change Order Number	Approved	Cost This CO	Total COs
02	5/3/2022	$7,553.84	$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsi e changes in 6 inlet and 1 junction box to accommodate pipe si e design. The revisions affected estimate page 15, summary page 18, storm drainage pages 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet -6, page 153 for Inlet I-6 and page 154 for unction Box .

Change Order Number	Approved	Cost This CO	Total COs
03	7/142022	$20,307.20	$ 261,225.04

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to R I 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWA . The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

Change Order Number	Approved	Cost This CO	Total COs
04	7/13/2022	$454,267.40	$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid orm. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid orm.

Change Order Number	Approved	Cost This CO	Total COs
05	11/22/2022	$41,134.66	$ 756,627.10

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it. The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

Change Order Number	Approved	Cost This CO	Total COs
06	11/22/2022	$24,159.20	$ 780,786.30

2. Differing Site Conditions: (Unforeseeable) 2 . Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

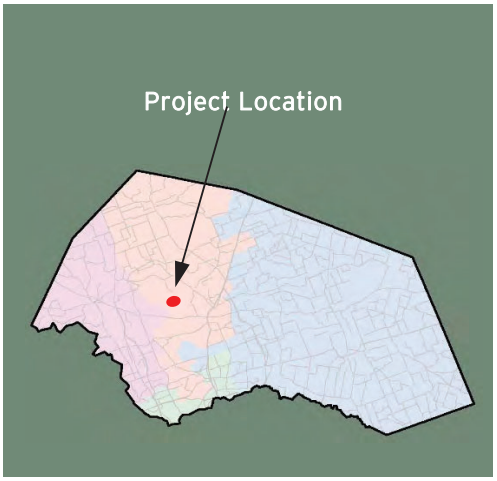
Change Order Number	Approved	Cost This CO	Total COs
07	12/14/2022	$28,440.00	$ 809,226.30

1B. Design Error or Omission. 1B. 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.

Change Order Number	Approved	Cost This CO	Total COs
08	12/14/2022	$276,200.00	$ 1,085,426.30

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.

Adjusted Price = $22,109,759.18



Southwest Bypass Extension
(SH 29 to Wolf Ranch Parkway)

Project Length: .905 Miles
Roadway Classification: Minor Arterial

Project Schedule: August 2022 - Summer 2023
Estimated Construction Cost: $4.3 Million

MARCH 2023 IN REVIEW

3/3/2023: Joe Bland Construction (JBC) continued grading and compacting flexible base on Wolf Ranch Parkway, SH 29 and Southwest Bypass.

3/10/2023: JBC placed embankment along the sidewalk east of Southwest Bypass, south of Wolf Ranch and under the bridge. Subcontractor Lone Star Materials paved asphalt for Wolf Ranch, SH 29 and Southwest Bypass.

3/17/2023: JBC began placing topsoil and rock rip rap along the roadway between SH 29 and Wolf Ranch and south of Wolf Ranch. Subcontractor ATS began excavating for the traffic cabinet on the south side of SH 29.

3/24/2023: JBC graded and compacted embankment and placed topsoil in ditches along SH 29. Subcontractor BMP installed metal beam guard fence at Lobo's Lair and Rattlesnake Cave.

3/31/2023: Subcontractor BMP installed metal beam guard fence at Lobo's Lair and Rattlesnake Cave. Subcontractor ATS drilled and placed traffic signal foundation and electrical service on north side of SH 29.

Design Engineer: LJA
Contractor: Joe Bland Construction
Construction Observation:
Dave Thomas, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Southwest Bypass Extension
Project No. 22IFB110

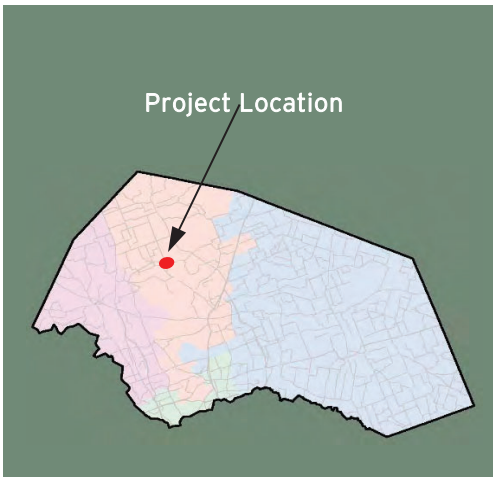
Original Contract Price = $4,288,543.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/23/2022	7/12/2022	8/18/2022	8/29/2022				239		239

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/29/2022	8/31/2022	3	$77,542.20	$77,542.20	$8,615.80	$8,615.80	2	1
2	9/1/2022	9/30/2022	30	$126,769.50	$204,311.70	$14,085.50	$22,701.30	5	14
3	10/1/2022	10/31/2022	31	$460,653.35	$664,965.05	$51,183.71	$73,885.01	17	27
4	11/1/2022	11/30/2022	30	$148,852.80	$813,817.85	$16,539.20	$90,424.21	21	39
5	12/1/2022	12/31/2022	31	$180,500.40	$994,318.25	$20,055.60	$110,479.81	26	52
6	1/1/2023	1/31/2023	31	$308,200.50	$1,302,518.75	$34,244.50	$144,724.31	34	65
7	2/1/2023	2/28/2023	28	$424,385.10	$1,726,903.85	$47,153.90	$191,878.21	45	77

3/31/2023 Comments - Contractor placed Ty B HMA asphalt, finish excavating drainage ditches, started installation of traffic signal, and continued placing concrete shared-used-path, ribbon curb, curb and gutter, and concrete median throughout the project.

Adjusted Price = $4,288,543.00



CR 245 Reconstruction
(North of RM 2338 to Ronald Reagan Boulevard)

Project Length: 0.962 Miles
Roadway Classification: Suburban Arterial

Project Schedule: January 2023 - March 2024
Estimated Construction Cost: $6.97 Million

MARCH 2023 IN REVIEW

3/3/2023: Joe Bland (JBC) continued preparing right of way by removing existing fences and stripping topsoil. JBC began roadway excavation and began establishing ditch lines on both sides of proposed bridge.

3/10/2023: JBC began roadway excavation and grading for temporary pavement for Phase 1 traffic at Williams Drive. JBC began working on the culvert extension for Phase 1 traffic.

3/17/2023: JBC continued roadway excavation and embankment for Phase 1 traffic work on the south end of project. JBC continued working on the culvert extension for Phase 1 traffic on south end of project.

3/24/2023: JBC continued excavation and cutting ditch lines. JBC began marking survey points for drill shafts for the bridge.

3/31/2023: JBC began processing flexible base by Rocky Hollow. Subcontractor Greater Austin began preparing steel to begin bridge drill shafts.

Design Engineer: Bridgefarmer
Contractor: Joe Bland Construction
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

Project Name: CR 245 Extension
Project No. 23IFB12

Original Contract Price = $6,969,195.21

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/6/2022	12/13/2022	2/1/2023	2/10/2023				423		423

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/10/2023	2/28/2023	19	$143,464.59	$143,464.59	$15,940.51	$15,940.51	2	4

3/31/2023 Comments - The contractor completed preparing the Right-of-Way and started roadway excavation. The full closure of CR 245 started on 3/6/23 and will be closed for 180 days to allow the contractor to build the new bridge over the tributary creek.

Adjusted Price = $6,969,195.21

Corridor H/Sam Bass Road
Project No. 23IFB8

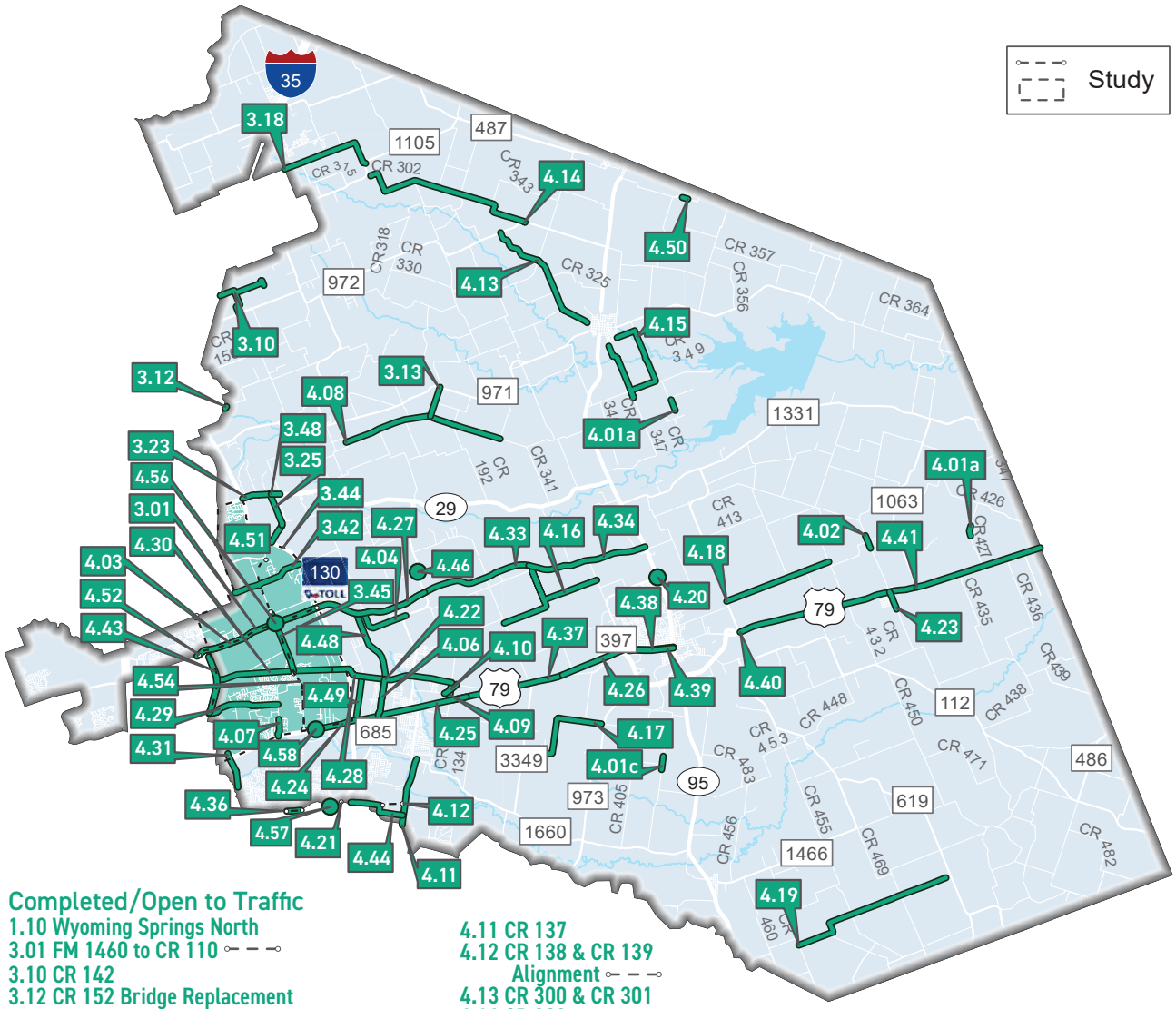
Original Contract Price = $36,145,959.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
12/20/2022	1/13/2023	3/13/2023	3/23/2023			911		911

3/31/2023 Comments - The Contractor continued to submit materials submittals for approval. Utility companies started relocation of their facilities and the contractor started installing environmental controls for the City of Round Rock and the Brushy Creek MUD water line work.

Adjusted Price = $36,145,959.00

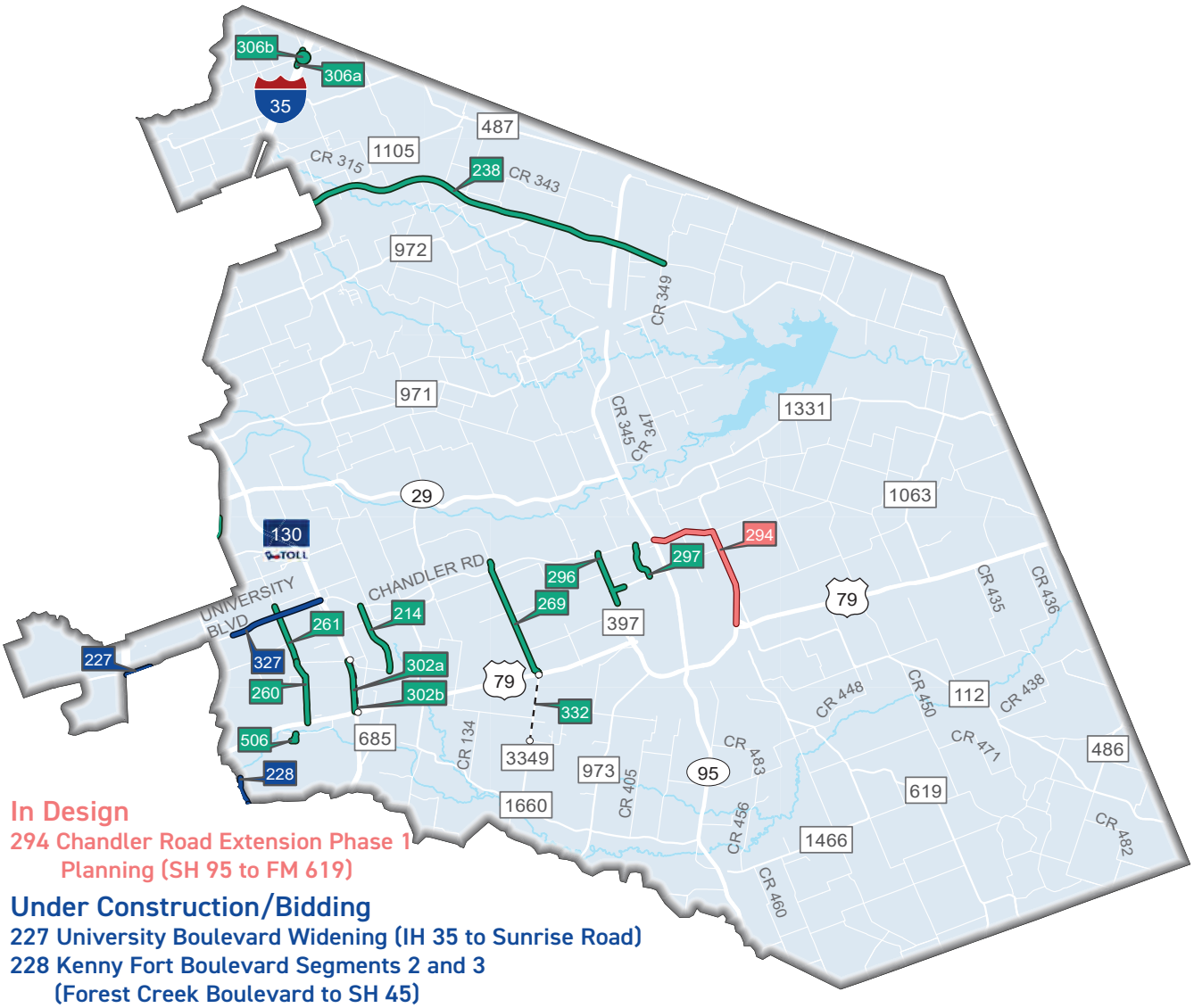
2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

1.10 Wyoming Springs North
3.01 FM 1460 to CR 110 ⟜ – –⟜
3.10 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 - Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107) ⟜ – –⟜
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment ⟜ – –⟜
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW ⟜ – –⟜
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road ⟜ – –⟜
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A ⟜ – –⟜
4.52 University Blvd. (Chandler Rd.) Expansion ⟜ – –⟜
4.54 CR 110 South - (US 79 to Limmer Lp) ⟜ – –⟜
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 ROAD BOND PROGRAM PROJECTS
Precinct 4 - Commissioner Boles



In Design
294 Chandler Road Extension Phase 1
Planning (SH 95 to FM 619)

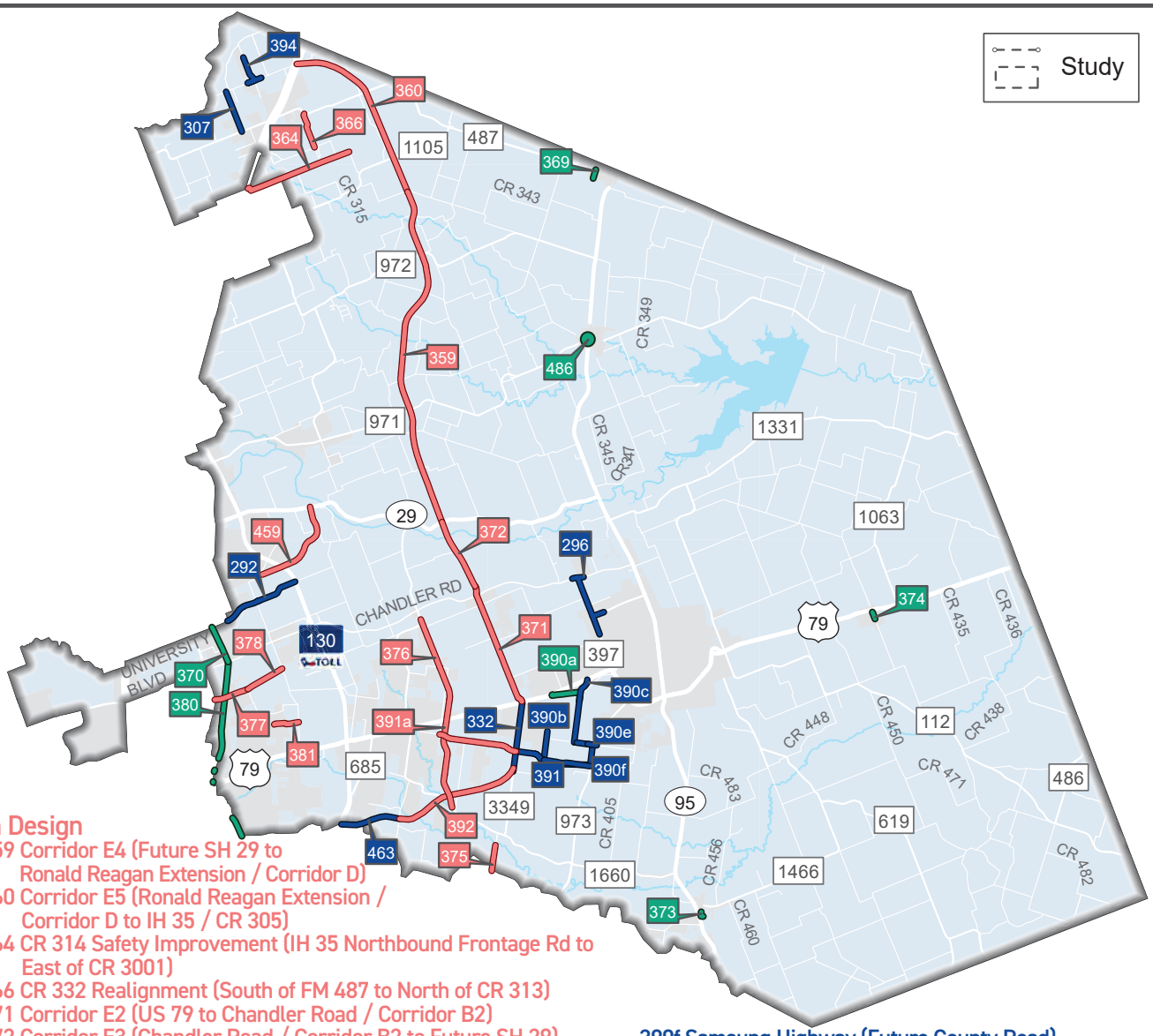
Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenny Fort Boulevard Segments 2 and 3
(Forest Creek Boulevard to SH 45)
327 University Boulevard (Chandler Road) Expansion (FM 1660 to SH 130)

Completed/Open to Traffic
214 CR 119 (Limmer Loop to Chandler Road)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
296 CR 336 Widening (Chandler Road to Carlos G. Parker Boulevard)
269 CR 101 (US 79 to North of Chandler Road)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic
306a Relocation of 48" Williamson County regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

Study

2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

359 Corridor E4 (Future SH 29 to Ronald Reagan Extension / Corridor D)
360 Corridor E5 (Ronald Reagan Extension / Corridor D to IH 35 / CR 305)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
371 Corridor E2 (US 79 to Chandler Road / Corridor B2)
372 Corridor E3 (Chandler Road / Corridor B2 to Future SH 29)
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
391a CR 132 Realignment
392 Southeast Loop Segment 2, Phase 1 (CR 137 to CR 404)
459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)

Under Construction/Bidding

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G. Parker Boulevard Northwest)
307 Bud Stockton Extension (CR 305 to FM 487)
332 FM 3349/US 79 Interchange (US 79 to CR 404)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
390f Samsung Highway (Future County Road) (CR 404 to FM 973)
391 CR 404 Realignment (CR 404 to FM 3349)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
463 Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Completed/Open to Traffic

369 Bartlett Project (Cotrell Street)
370 MoKan (Georgetown Inner Loop to University Boulevard)
373 Coupland Street Project (S. Broad & Muery Streets)
380 MoKan (University Boulevard to SH 45)
390a CR Improvements and Paving (CR401, CR402, CR404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
374 Thrall Street Project - S. Bounds Street
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)

CR 101 (US 79 to Chandler Road)
Project No. 2138

Original Contract Price = $13,092,842.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/10/2019	11/5/2019	6/26/2020	7/6/2020	3/1/2022			540	64	604

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/6/2020	7/25/2020	20	$366,881.43	$366,881.43	$40,764.60	$40,764.60	3	3
2	7/26/2020	8/30/2020	36	$2,072,374.48	$2,439,255.91	$230,263.83	$271,028.43	22	9
3	8/31/2020	9/23/2020	24	$66,831.99	$2,506,087.90	$7,425.78	$278,454.21	23	13
4	9/24/2020	10/25/2020	32	$531,044.64	$3,037,132.54	$59,004.96	$337,459.17	27	19
5	10/26/2020	11/29/2020	35	$424,017.36	$3,461,149.90	$47,113.04	$384,572.21	31	24
6	11/30/2020	12/27/2020	28	$709,323.98	$4,170,473.88	$78,813.77	$463,385.98	38	29
7	12/28/2020	1/27/2021	31	$294,970.38	$4,465,444.26	$32,774.49	$496,160.47	40	34
8	2/1/2021	2/28/2021	28	$293,948.14	$4,759,392.40	$32,660.91	$528,821.38	43	39
9	3/1/2021	3/31/2021	31	$367,172.81	$5,126,565.21	$40,796.97	$569,618.35	46	44
10	4/1/2021	4/30/2021	30	$421,691.16	$5,548,256.37	$46,854.58	$616,472.93	50	49
11	5/1/2021	5/31/2021	31	$703,963.56	$6,252,219.93	$78,218.17	$694,691.10	56	54
12	6/1/2021	6/30/2021	30	$348,806.38	$6,601,026.31	$38,756.27	$733,447.37	60	59
13	7/1/2021	7/31/2021	31	$450,541.31	$7,051,567.62	$50,060.14	$783,507.51	64	64
14	8/1/2021	8/31/2021	31	$759,767.66	$7,811,335.28	$84,418.63	$867,926.14	71	69
15	9/1/2021	9/30/2021	30	$572,768.63	$8,384,103.91	$63,640.96	$931,567.10	76	74
16	10/1/2021	10/31/2021	31	$731,491.99	$9,115,595.90	-$451,798.89	$479,768.21	78	79
17	11/1/2021	11/30/2021	30	$496,699.04	$9,612,294.94	$26,142.05	$505,910.26	82	84
18	12/1/2021	12/31/2021	31	$786,832.47	$10,399,127.41	$41,412.24	$547,322.50	89	89
19	1/1/2022	1/31/2022	31	$168,386.88	$10,567,514.29	$8,862.46	$556,184.96	90	95
20	2/1/2022	2/28/2022	28	$662,254.39	$11,229,768.68	$34,855.50	$591,040.46	96	99
21	3/1/2022	3/31/2022	1	$174,865.08	$11,404,633.76	$9,203.42	$600,243.88	98	99
22	4/1/2022	4/30/2022	0	$427,447.18	$11,832,080.94	-$358,772.84	$241,471.04	98	100
23	5/1/2022	5/31/2022	0	$58,135.36	$11,890,216.30	$1,186.44	$242,657.48	99	100
24	6/1/2022	6/30/2022	0	$1,755.09	$11,891,971.39	$35.81	$242,693.29	99	100
25	7/1/2022	7/31/2022	0	$1,665.44	$11,893,636.83	$33.99	$242,727.28	99	100
26	8/1/2022	9/30/2022	0	$36,850.58	$11,930,487.41	$752.05	$243,479.33	98.9	100
27	10/1/2022	12/31/2022	0	$135,140.50	$12,065,627.91	$2,757.97	$246,237.30	100.0	100

3/31/2023 Comments - Reconciling final contract quantities with the contractor, final balancing change order in process, coordinating final acceptance with the contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2021	$ 139,570.57	$ 139,570.57

3F: County Convenience. Additional work desired by the County. This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and use of full-depth asphalt on side roads and intersections to expedite reconstruction of roadways.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2021	$ 87,600.15	$ 227,170.72

3F: County Convenience. Additional work desired by the County. This Change Order documents the change in the method of installation of the 24" waterline encasement pipe across CR 368 and CR 101 and adds 4 - 4" bores and water meter relocations to the contract.

Change Order Number	Approved	Cost This CO	Total COs
03	9/28/2021	$ 81,281.83	$ 308,452.55

3B: County Convenience. Public relations improvement. This change order changes the pavement section from typical flexible base to full-depth asphalt at south end tie-in to existing pavement, adds a driveway for a landowner and adds a sixth wire and water gap fence across Little Mustang Creek.

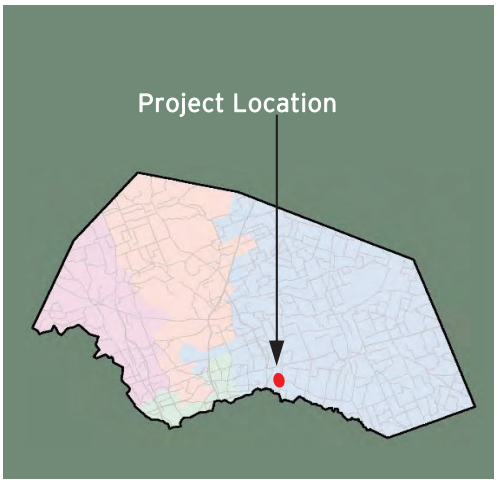
Change Order Number	Approved	Cost This CO	Total COs
04	9/28/2021	$ (366,519.81)	$ (58,067.26)

3C. County Convenience. Implementation of a Value Engineering finding. This Change Order removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection. 3F. County Convenience. Additional work desired by the County. This change order adds a force account item to the contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation.

Change Order Number	Approved	Cost This CO	Total COs
05	12/21/2022	$ (727,246.14)	$ (785,313.40)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun and underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds items to the contract to compensate the Contractor for various work including the removal of the drainage pipe at Driveway 19, installing a box culvert and the safety end treatments for the culvert per RFI 20, compensation for unused water line materials that could not be restocked, and compensation for relocation of encasement due to changing field conditions.

Adjusted Price = $12,307,528.60



Southeast Loop Segment 1, Phase 1
(Northbound Frontage of SH 130 to CR 137)

Project Length: 1.848 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2021 - Summer 2023
Estimated Construction Cost: $11.9 Million

MARCH 2023 IN REVIEW

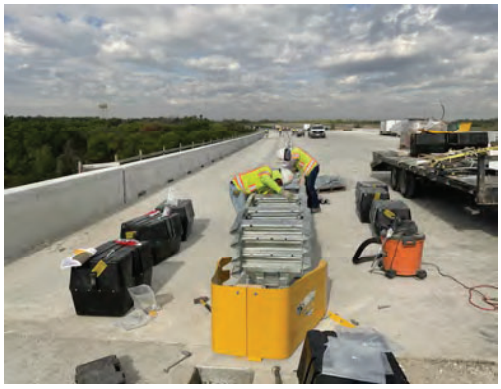
3/3/2023: James Construction (JCG) formed and poured sidewalk at MSE walls 2 and 3. Subcontractor TEM seeded and blanketed topsoil around the CR 137 tie-in and the Bridge Church driveway.

3/10/2023: JCG poured the remaining tie-in sections for the SSTR rail and continued repair procedures on the C221 rail at the SCS Pond 21 Bridge. JCG placed the handrail on walls 2 and 3.

3/17/2023: JCG poured sidewalk at walls 5 and 7. Subcontractor ESSI installed crash cushions and metal beam guard fence on the rail ends for both bridges and walls 2 and 3.

3/24/2023: JCG poured the sidewalk turnaround at Wall 7 and continued working on the repair methods for the C221 rail on both bridges and various retaining walls.

3/31/2023: JCG poured sidewalk at walls 4 and 6. JCG hand-poured the C221 rail at Wall 6 and at the interior rail of the Tributary Bridge.



Design Engineer: RTG
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Southeast Loop Segment 1, Phase 1
Project No. T3346

Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021				534	24	558

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	8
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	13
3	10/1/2021	10/31/2021	31	$221,811.16	$1,317,961.50	$24,645.69	$146,440.17	12	19
4	11/1/2021	11/30/2021	30	$278,008.69	$1,595,970.19	$30,889.85	$177,330.02	15	24
5	12/1/2021	12/31/2021	31	$331,070.23	$1,927,040.42	$36,785.58	$214,115.60	18	30
6	1/1/2022	1/31/2022	31	$624,535.89	$2,551,576.31	$69,392.88	$283,508.48	23	35
7	2/1/2022	2/28/2022	28	$352,666.85	$2,904,243.16	$39,185.20	$322,693.68	27	40
8	3/1/2022	3/31/2022	31	$815,310.79	$3,719,553.95	$90,590.09	$413,283.77	34	46
9	4/1/2022	4/30/2022	30	$741,856.71	$4,461,410.66	$82,428.53	$495,712.30	41	51
10	5/1/2022	5/31/2022	31	$625,433.98	$5,086,844.64	$69,492.66	$565,204.96	47	57
11	6/1/2022	6/30/2022	30	$498,845.27	$5,585,689.91	$55,427.25	$620,632.21	51	62
12	7/1/2022	7/31/2022	31	$521,580.90	$6,107,270.81	$57,953.44	$678,585.65	56	68
13	8/1/2022	8/31/2022	31	$672,002.44	$6,779,273.25	$74,666.93	$753,252.58	62	73
14	9/1/2022	9/30/2022	30	$936,075.41	$7,715,348.66	$104,008.38	$857,260.96	71	79
15	10/1/2022	10/31/2022	31	$851,880.44	$8,567,229.10	-$406,354.16	$450,906.80	75	84
16	11/1/2022	11/30/2022	30	$625,071.12	$9,192,300.22	$32,898.48	$483,805.28	80	90
17	12/1/2022	12/31/2022	31	$290,510.48	$9,482,810.70	$15,290.02	$499,095.30	83	95
18	1/1/2023	1/31/2023	31	$55,998.20	$9,538,808.90	$2,947.27	$502,042.57	83.1	101
19	2/1/2023	2/28/2023	28	$161,924.00	$9,700,732.90	$8,522.32	$510,564.89	84.5	106

3/31/2023 Comments - Concrete barrier, concrete and rock riprap, and installation of permanent environmental measures continue.

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	$ 148,710.35	$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Change Order Number	Approved	Cost This CO	Total COs
02	10/4/2022	$73,007.39	$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

Change Order Number	Approved	Cost This CO	Total COs
03	2/28/2023	$177,807.62	399,525.36

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

Change Order Number	Approved	Cost This CO	Total COs
04	3/28/2023	156,231.96	555,757.32

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

Adjusted Price = $12,082,546.41

Project Name: Coupland (S. Broad and Muery St.) Project

Project No. 21IFB20 Original Contract Price = $519,919.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/13/2021	10/27/2021	3/25/2022	4/5/2022	6/15/2022			96		96

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/5/2022	7/8/2022	72	$284,289.95	$284,289.95	$31,587.77	$31,587.77	70	75
2	9/9/2022	9/23/2022	0	$156,134.52	$440,424.47	-$22,599.52	$8,988.25	99.7	75
3	9/24/2022	2/16/2023	0	$10,533.28	$450,957.75	-$8,988.25	$0.00	100	75

3/31/2023 Comments - Coordinating final paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2022	$ (68,961.25)	$ (68,961.25)

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract uantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also revises the pavement section and adds drainage improvements along Broad and Muery Street.

Adjusted Price = $450,957.75

Project Name: Bartlett Project - Cotrell Street
Project No. 21IFB16

Original Contract Price = $419,919.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/6/2021	10/20/2021	11/10/2021	11/20/2021	2/18/2022	4/21/2022		70	21	91

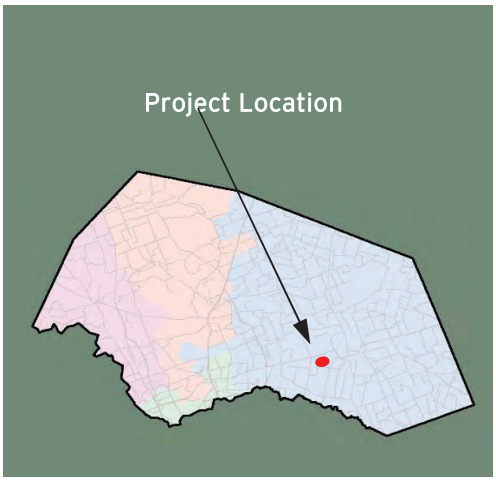
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/20/2021	2/18/2022	91	$366,507.14	$366,507.14	$40,723.02	$40,723.02	98	100
2	2/19/2022	5/13/2022	0	$41,927.61	$408,434.75	-$32,387.62	$8,335.40	100	100
3	5/13/2022	2/16/2023	0	$8,335.40	$416,770.15	-$8,335.40	$0.00	100	100

3/31/2023 Comments - Coordinating final pay re uest and paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	3/29/2022	$ (3,148.85)	$ (3,148.85)

2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overruns/underruns of contract uantities on the project that are a result of addressing field conditions not accounted for in the original plans. New items are being added to pay the contractor for removal of existing driveway pipe and installation of new driveway pipe.

Adjusted Price = $416,770.15



CR 401 Reconstruction

Project Length: 1.253 Miles
Roadway Classification: Rural Collector

Project Schedule: April 2022 - Summer 2023
Estimated Construction Cost: $13.5 Million

MARCH 2023 IN REVIEW

3/3/2023: James Construction (JCG) began excavating for the roadway on the north side of US 79. Subcontractor Sexton continued placing the 18-inch water line along the east right of way from the Mustang Creek Tributary to the south.

3/10/2023: Subcontractor Sexton began the boring operation under US 79 for the 36-inch encasement pipe.

3/17/2023: JCG poured concrete for the south part of the bridge rail on the Phase 2 portion of the Mustang Creek Tributary Bridge.

3/24/2023: JCG continued removing the old roadway and lime treating the subgrade near the church to the south side of the Mustang Creek Tributary Bridge. Subcontractor Sexton completed the boring for the 6-inch encasement across the CR 401 just south of US 79.

3/31/2023: JCG continued excavating on the east side of the CR 401 and CR 402 intersection. Subcontractor Sexton completed placing 18" water line

Design Engineer: HNTB
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: CR 401 Reconstruction Project
Project No. 22IFB57

Original Contract Price = $12,673,200.94

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/11/2022	3/22/2022	4/21/2022	5/2/2022				505	-70	435

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/14/2022	4/21/2022	0	$541,350.00	$541,350.00	$60,150.00	$60,150.00	5	0
2	4/22/2022	5/31/2022	30	$213,264.25	$754,614.25	$23,696.03	$83,846.03	6	7
3	6/1/2022	7/1/2022	31	$1,394,793.70	$2,149,407.95	$154,977.08	$238,823.11	18	14
4	7/2/2022	7/31/2022	30	$690,418.59	$2,839,826.54	$76,713.17	$315,536.28	23	21
5	8/1/2022	8/31/2022	31	$276,688.62	$3,116,515.16	$30,743.18	$346,279.46	26	28
6	9/1/2022	9/30/2022	30	$784,682.38	$3,901,197.54	$87,186.93	$433,466.39	32	35
7	10/1/2022	10/31/2022	31	$776,738.57	$4,677,936.11	$86,304.29	$519,770.68	38	42
8	11/1/2022	11/30/2022	30	$875,684.24	$5,553,620.35	$97,298.25	$617,068.93	46	49
9	12/1/2022	12/31/2022	31	$422,000.74	$5,975,621.09	$46,888.97	$663,957.90	49	56
10	1/1/2023	1/31/2023	31	$616,120.11	$6,591,741.20	$68,457.79	$732,415.69	54	63
11	2/1/2023	2/28/2023	28	$598,319.58	$7,190,060.78	$66,479.95	$798,895.64	59	70

3/31/2023 Comments - Contractor placed flex base for the new CR 401 south of the Mustang Creek Tributary Bridge completed the remaining of the bridge deck at the Mustang Creek Tributary Bridge and started roadway work at the CR 401 and CR 402 tie-in .

Change Order Number	Approved	Cost This CO	Total COs
01	9/15/2022	$ 13,315.52	$ 13,315.52

3G. County Convenience. Compliance re uirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their re uirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

Change Order Number	Approved	Cost This CO	Total COs
02	9/20/2022	$ 414,400.00	$ 427,715.52

4B. Third Party Accommodation. Third party re uested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County s project delivery deadline of 7/31/2023.

Change Order Number	Approved	Cost This CO	Total COs
03	10/5/2022	$ 214,351.37	$ 642,066.89

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to P C. This is necessary, due to the availability of materials.

Change Order Number	Approved	Cost This CO	Total COs
04	2/28/2023	$ 188,826.95	$ 830,893.84

2G. Differing in site conditions. Unadjusted Utility (Unforeseeable) This Change Order adds new items to the Contract to adjust the existing 16in City of Taylor water line on the north side of US 79 which is in conflict with the proposed pavement and ditch cuts. 4B. Third Party Re uested Work. An additional 6in line and fire hydrant assembly are being added at the re uest of the City of Taylor.

Adjusted Price = $13,504,094.78

Project Name: CR 404 Hutto Water Line HDPE Pipe
Project No. 22IFB96

Original Contract Price = $1,862,199.25

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
5/2/2022	5/10/2022	5/13/2022	5/23/2022	9/30/2022	10/4/2022		30	105	135

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/23/2022	5/31/2022	9	$1,435,719.80	$1,435,719.80	$75,564.20	$75,564.20	81	7
2	6/1/2022	6/30/2022	30	$115,763.68	$1,551,483.48	$6,092.83	$81,657.03	88	29
3	7/1/2022	7/31/2022	31	$91,900.31	$1,643,383.79	$4,836.85	$86,493.88	93	52
4	8/1/2022	8/31/2022	31	$93,601.60	$1,736,985.39	$4,926.40	$91,420.28	98	75
5	9/1/2022	9/30/2022	30	$8,353.90	$1,745,339.29	$439.68	$91,859.96	99	97
6	10/1/2022	10/31/2022	4	$55,115.98	$1,800,455.27	-$55,115.97	$36,743.99	99	100
7	11/1/2022	12/31/2022	0	$21,679.55	$1,822,134.82	$442.44	$37,186.43	100	100

3/31/2023 Comments - Coordinating close out paperwork with the contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	12/21/2022	-2,878.00	-2,878.00

3F. County Convenience. Additional work desired by the County. This Change Order creates an item to reimburse the Contractor for the additional bond premium paid to comply with the City of utto bond re uirements. Additionally, there will be one hundred five days added to the contract to administratively match the date of the Contractor s re uest for Substantial Completion. The DPE pipe was delivered per the contract re uirements but the letter re uesting Substantial Completion was submitted late.

Adjusted Price = $1,859,321.25

Project Name: CR 404 Hutto Water Line Realignment
Project No. T5045

Original Contract Price = $2,897,639.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/25/2021	9/14/2021	5/13/2022	5/23/2022	10/4/2022			65	66	131

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/12/2022	2/6/2022	0	$49,500.00	$49,500.00	$5,500.00	$5,500.00	2	0
2	2/7/2022	4/30/2022	0	$144,305.28	$193,805.28	$16,033.92	$21,533.92	7	0
3	5/23/2022	6/30/2022	39	$397,058.96	$590,864.24	$44,117.66	$65,651.58	20	30
4	7/1/2022	7/31/2022	31	$817,451.13	$1,408,315.37	$90,827.91	$156,479.49	48	53
5	8/1/2022	8/31/2022	31	$939,288.59	$2,347,603.96	-$32,921.39	$123,558.10	76	77
6	9/1/2022	9/30/2022	30	$437,512.66	$2,785,116.62	$23,026.99	$146,585.09	90	100
7	10/1/2022	10/31/2022	0	$215,612.00	$3,000,728.62	$11,348.00	$157,933.09	97	100
8	11/1/2022	11/30/2022	0	$229,003.10	$3,229,731.72	-$92,020.20	$65,912.89	101	100

3/31/2023 Comments - Coordinating final paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	6/9/2022	$ (232,550.27)	$ (232,550.27)

3F. County Convenience. Additional work desired by the County. This Change Order revises the original water line pipe design from 18 inch ductile iron to 24 inch DPE pipe. Due to the Contract value of this re uested change, the 24 inch DPE pipe material and the fusion of that pipe is also being removed from this Contract and will be bid under a separate Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	7/12/2022	$ 625,239.52	$ 392,689.25

3F. County Convenience. Additional work desired by the County. This Change Order adds the relocation of the onah Water line along CR 401 that is currently in conflict with the CR 401 Reconstruction project. It is necessary to add this scope to this Contract, in order to meet Samsung s deadline of 7/31/2023.

Change Order Number	Approved	Cost This CO	Total COs
03	11/22/2022	$ 47,778.00	440,467.25

2G. Unadjusted utility (unforeseeable). This Change Order adds the installation of a temporary bypass water line to avoid conflict of the proposed drill shafts for the bridge at Mustang Creek Tributary 2.

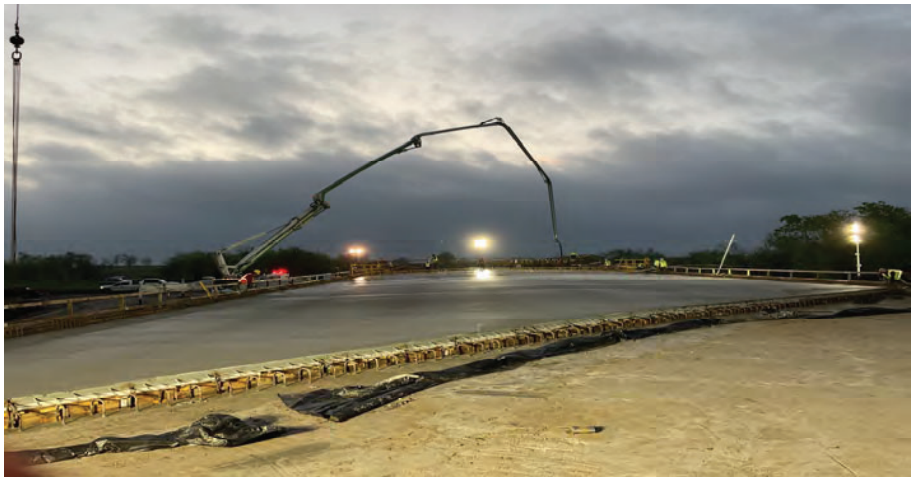
Change Order Number	Approved	Cost This CO	Total COs
04	12/6/2022	$ 89,204.91	529,672.16

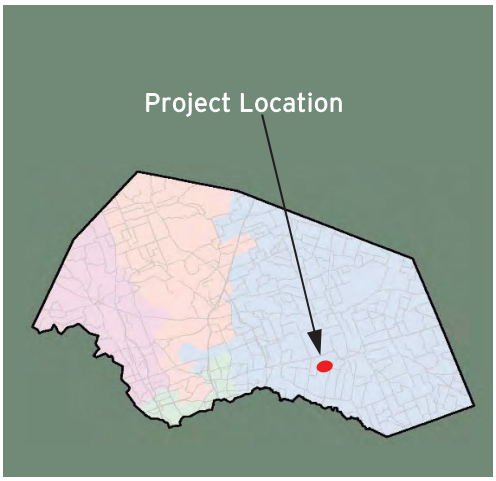
2I: Additional safety needs (unforeseeable). This Change Order is to pay the Contractor for performing flagging and monitoring operations while jacking and boring an encasement pipe with a water line carrier pipe underneath the Union Pacific Rail Road (UPRR) tracks. Flagging and track monitoring is re uired by UPRR, when there is work in or under their Right of Way.

Change Order Number	Approved	Cost This CO	Total COs
05	12/14/2022	$ (155,246.74)	374,425.42

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract uantities 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.

Adjusted Price = $3,272,064.42





Samsung Highway (Future County Road)
(CR 404 to FM 973)

Project Length: 1.466 Miles
Roadway Classification: Rural Major Collector

Project Schedule: August 2022 - Fall 2023
Estimated Construction Cost: $11.3 Million

MARCH 2023 IN REVIEW

3/3/2023: Chasco continued placing concrete panels and overhang forms on the Boggy Creek Tributary Bridge. The contractor placed concrete for the remaining shear keys on the Boggy Creek Tributary Bridge.

3/10/2023: Chasco began tying steel for the bridge deck on the Boggy Creek Tributary Bridge. Chasco began processing flexible base west of the Boggy Creek Tributary Bridge.

3/17/2023: Chasco Constructors completed placing concrete panels and overhang forms on the Boggy Creek Tributary Bridge.

3/24/2023: Chasco Constructors poured concrete for the first two spans of the bridge deck on the Boggy Creek Tributary Bridge.

3/31/2023: Chasco Constructors poured concrete for spans three and four of the bridge deck on the Boggy Creek Tributary Bridge. The contractor completed placing lime slurry on the west end of the project and continued processing flexible base east and west of the Boggy Creek Tributary Bridge.

Design Engineer: HNTB
Contractor: Chasco
Construction Observation:
Bruce Williams, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973)

Project No. 22IFB126 Original Contract Price = $11,289,929.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
7/12/2022	7/19/2022	8/5/2022	8/15/2022				413		413

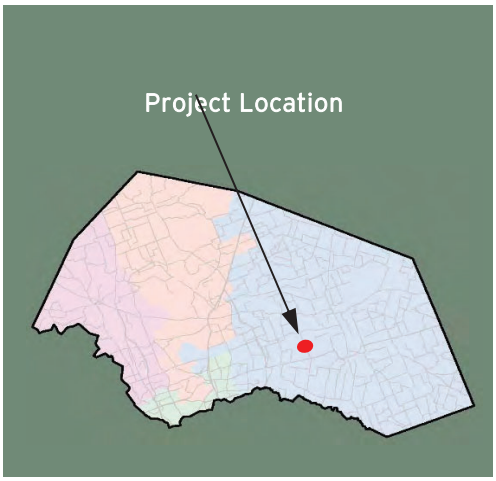
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/15/2022	9/27/2022	44	$415,099.80	$415,099.80	$46,122.20	$46,122.20	4	11
2	9/28/2022	10/31/2022	34	$1,256,916.42	$1,672,016.22	$139,657.38	$185,779.58	16	19
3	11/1/2022	11/30/2022	30	$529,743.42	$2,201,759.64	$58,860.38	$244,639.96	22	26
4	12/1/2022	12/31/2022	31	$196,710.30	$2,398,469.94	$21,856.70	$266,496.66	24	34
5	1/1/2023	1/31/2023	31	$942,884.78	$3,341,354.72	$104,764.98	$371,261.64	33	41
6	2/1/2023	2/28/2023	28	$895,707.90	$4,237,062.62	$99,523.10	$470,784.74	42	48

3/31/2023 Comments - Contractor continued lime stabili ation and placing flex base for the new roadway and started placing concrete for the bridge deck at the Boggy Creek Tributary Bridge.

Change Order Number	Approved	Cost This CO	Total COs
01	1/24/2023	41,260.00	41,260.00

1B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4 x 2 box culvert (EE) and related wingwalls/headwalls. The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (T 1) (S=5ft)(W=3FT) (6:1) (C) item. The work was removed from the plans but the item was left in the bid tab. These plan revisions were made prior to bidding due to outstanding items on the TxDOT permit for the work at the FM 973 tie-in.

Adjusted Price = $11,331,189.00



FM 3349 at US 79
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Estimated Construction Cost: $81.9 Million

MARCH 2023 IN REVIEW

3/3/2023: James Construction (JCG) formed and poured columns and bent caps for the southbound FM 3349 Bridge.

3/10/2023: JCG formed and poured columns for the northbound FM 3349 Bridge. JCG performed roadway excavation at the northbound frontage road.

3/17/2023: JCG formed and poured columns for the northbound FM 3349 Bridge. JCG poured Abutment 2 at Jug Handle.

3/24/2023: JCG formed and poured the bent caps for the northbound and southbound FM 3349 bridges. JCG continued balancing subgrade at the Jug Handle Bridge and northbound FM 3349.

3/31/2023: JCG began lime stabilization of subgrade at the Jug Handle and US 79 center median. Bryant and Frey began boring on CR 132 and FM 3349 for steel casing. Subcontractor Wylie Drilling drilled and poured drill shafts at bents 9 and 10 of the southbound frontage road Bridge.

Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: FM 3349 at US 79
Project No. 22IFB139

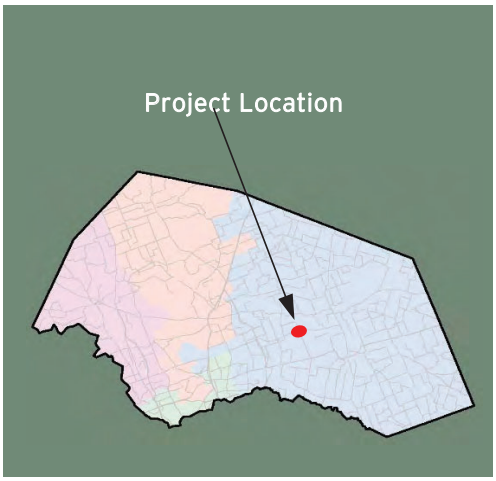
Original Contract Price = $81,941,038.13

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394		1394

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/26/2022	11/25/2022	31	$755,690.77	$755,690.77	$0.00	$0.00	1	2
2	11/26/2022	12/25/2022	30	$5,128,955.59	$5,884,646.36	$0.00	$0.00	7	0
3	12/26/2022	1/25/2023	31	$1,448,580.10	$7,333,226.46	$0.00	$0.00	9	7
4	1/26/2023	2/25/2023	31	$1,272,882.90	$8,606,109.36	$0.00	$0.00	11	9
5	2/26/2023	3/25/2023	28	$2,922,159.15	$11,528,268.51	$0.00	$0.00	14	11

3/31/2023 Comments - Contractor continued placing concrete columns and bent caps for the northbound and southbound frontage road bridges over US 79. Roadway excavation for the northbound frontage road and ughandle Rd continued.

Adjusted Price = $81,941,038.13



CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Boulevard)

Project Length: 2.751 Miles
Roadway Classification: Rural Arterial

Project Schedule: January 2023 - Summer 2024
Estimated Construction Cost: $17.7 Million

MARCH 2023 IN REVIEW

3/3/2023: James Construction (JCG) continued stripping topsoil and stockpiling it on the north and south sections of the project.

3/10/2023: JCG continued stripping topsoil at the intersection of CR 366 and FM 397 and stockpiling it on the south sections of the project.

3/17/2023: JCG continued stripping topsoil at the intersection of CR 366 and FM 397 and stockpiling it on the south section of the project. JCG began rolling on FM 397 and preparing for lime stabilization.

3/24/2023: JCG continued stripping topsoil at the intersection of CR 366 and Chandler Road. JCG continued stockpiling topsoil at the south end of the project.

3/31/2023: JCG continued stripping topsoil at the intersection of CR 366 and Chandler Road. JCG continued stockpiling topsoil at the south end of the project.

Design Engineer: Garver
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

HNTB

CR 366 (Chandler Road to Carlos G. Parker Boulevard)
Project No. 22IFB138

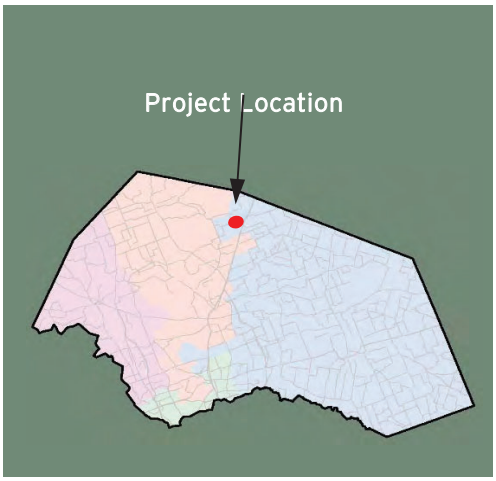
Original Contract Price = $17,694,262.46

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/31/2022	9/28/2022	12/27/2022	1/6/2023				515		515

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/6/2023	2/28/2023	54	$1,184,919.53	$1,184,919.53	$131,657.73	$131,657.73	7	10
2	3/1/2023	3/31/2023	31	$220,649.15	$1,405,568.68	$24,516.57	$156,174.30	9	17

3/31/2023 Comments - The Contractor continued preparation of right-of-way and stripping and stockpiling topsoil on the north and south sections of the project.

Adjusted Price = $17,694,262.46



Bud Stockton Extension
(CR 305 to FM487)

Project Length: 1.78 Miles
Roadway Classification: Rural Arterial

Project Schedule: Early 2023 - Fall 2023
Estimated Construction Cost: $5.9 Million

MARCH 2023 IN REVIEW

3/3/2023: Cash continued excavating and establishing ditches along both sides of roadway. Subcontractor Woolery completed installing permanent and temporary fences tying into existing fence along CR 305.

3/10/2023: Cash Construction continued removing and hauling off brush and trees. Bartlett Electric began relocating electric poles at north end of project.

3/17/2023: Cash began excavation and embankment to fill in existing pond on north end of project. Bartlett Electric continued relocating electric poles at north end of project.

3/24/2023: Cash Construction continued excavation for roadway and excavating ditches along both sides of roadway. Cash began lime treating subgrade at south end of the project.

3/31/2023: Cash Construction continued excavation for roadway. Cash continued lime treating subgrade.

Design Engineer: Pape-Dawson
Contractor: Cash Construction
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

HNTB

Bud Stockton Extension (CR 305 to FM 487)
Project No. 23IFB13

Original Contract Price = $5,917,275.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
12/12/2022	12/20/2022	1/3/2023	2/9/2023			177		177

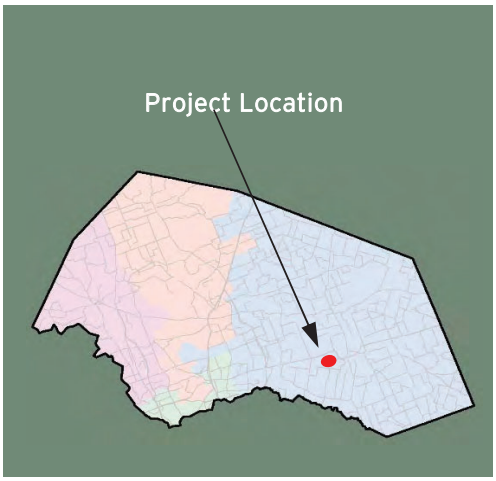
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2023	2/28/2023	20	$173,685.65	$173,685.65	$19,298.41	$19,298.41	3	11

3/31/2023 Comments - The Contractor started processing subgrade and applying lime stabili ation throughout the project.

Change Order Number	Approved	Cost This CO	Total COs
01	3/7/2023	$ 35,830.59	$ 35,830.59

6D. Untimely ROW/Utilities. Other.: As part of the ROW Agreement, Williamson County is responsible for installing the new fence along the ROW. The Agreement was finali ed after the design, so the items were not included in the bid documents. Also, temporary fence must be installed around the existing pond while the pond is being backfilled.

Adjusted Price = $5,953,105.59



CR 404 at FM 973 Improvements

Project Length: 1.477 Miles
Roadway Classification: Rural Minor Arterial

Project Schedule: Early 2023 - Summer 2023
Estimated Construction Cost: $4.6 Million

MARCH 2023 IN REVIEW

3/3/2023: Jordan Foster (JFC) continued processing subgrade for the widening on west CR 404. The contractor milled the asphalt on the west portion of CR 404. JFC potholed for utilities at the FM 973 and CR 404 intersection.

3/10/2023: JFC continued excavating the west end of the new section CR 404. JFC installed an underdrain across the new section of CR 404 just west of the FM 973 intersection.

3/17/2023: JFC continued processing subgrade for the widening on west CR 404. JFC continued placing lime slurry through out the project.

3/24/2023: JFC completed lime treating the subgrade for the widening of west CR 404. The contractor completed excavating the west end of the of CR 404.

3/31/2023: JFC began placing flexible base for the widening on west CR 404. The contractor excavated and placed the drainage pipes for the driveways on

Design Engineer: HNTB
Contractor: Jordan Foster Construction
Construction Observation: Kyle McCoy, HNTB

Williamson County Road Bond Program

HNTB

Project Name: CR 404 at FM 973

Project No. 23IFB6

Original Contract Price = $4,622,143.93

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/22/2022	12/6/2022	2/1/2023	2/10/2023				150		150

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/10/2023	2/28/2023	19	$358,668.36	$358,668.36	$39,852.04	$39,852.04	9	13
2	3/1/123	3/31/2023	31	$668,378.84	$1,027,047.20	$74,264.32	$114,116.36	25	33

3/31/2023 Comments - The Contractor processed subgrade, applied lime stabili ation, and placed flex base in the section of CR 404 west of FM 973.

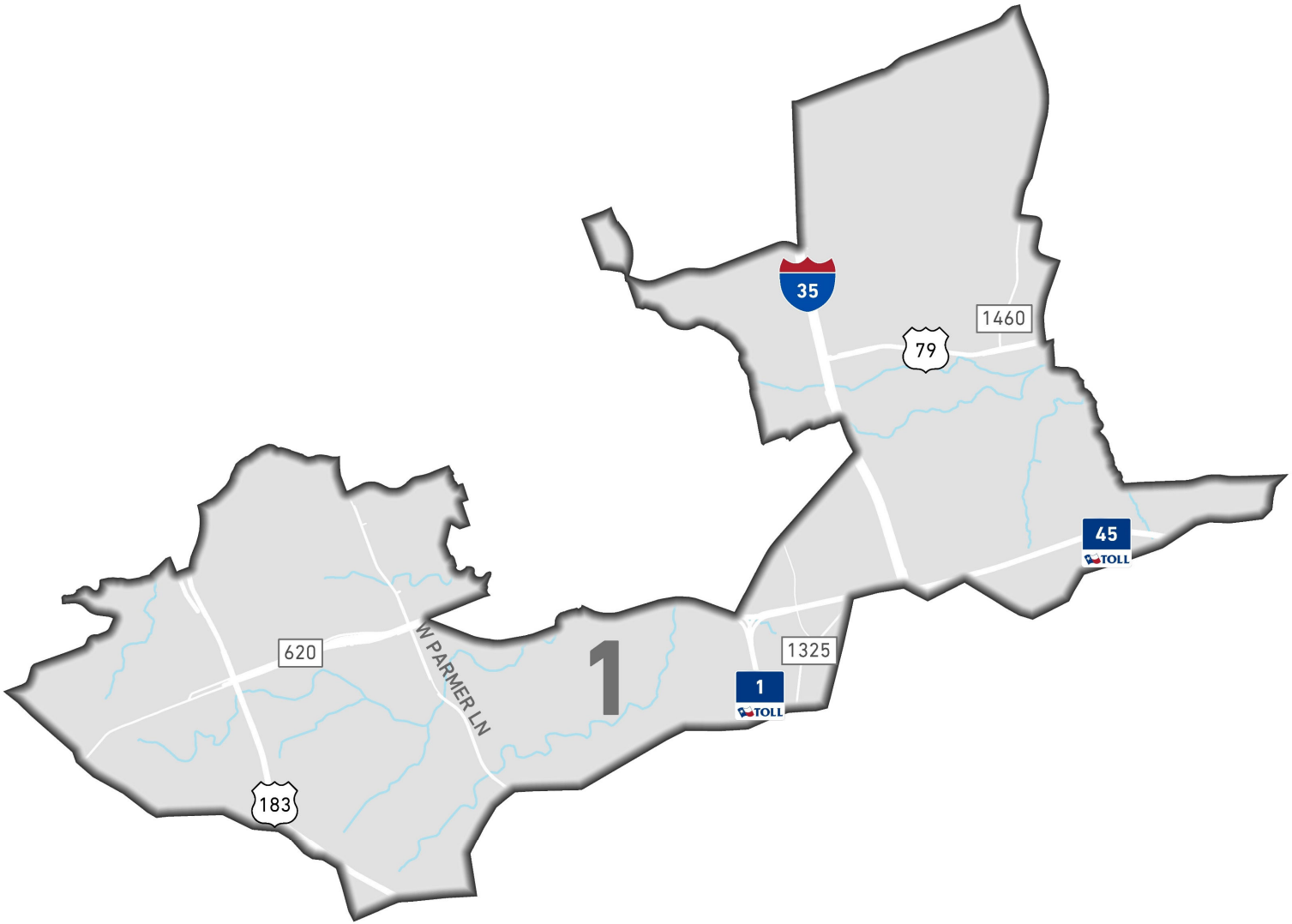
Adjusted Price = $4,622,143.93

Williamson County Commissioners Court

Road Bond Program

April 25, 2023

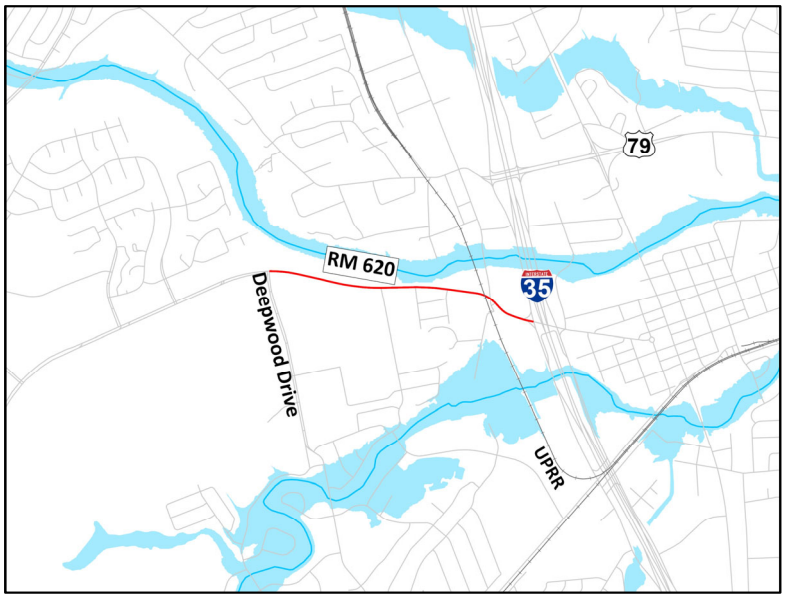
Precinct 1



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Fall 2023



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

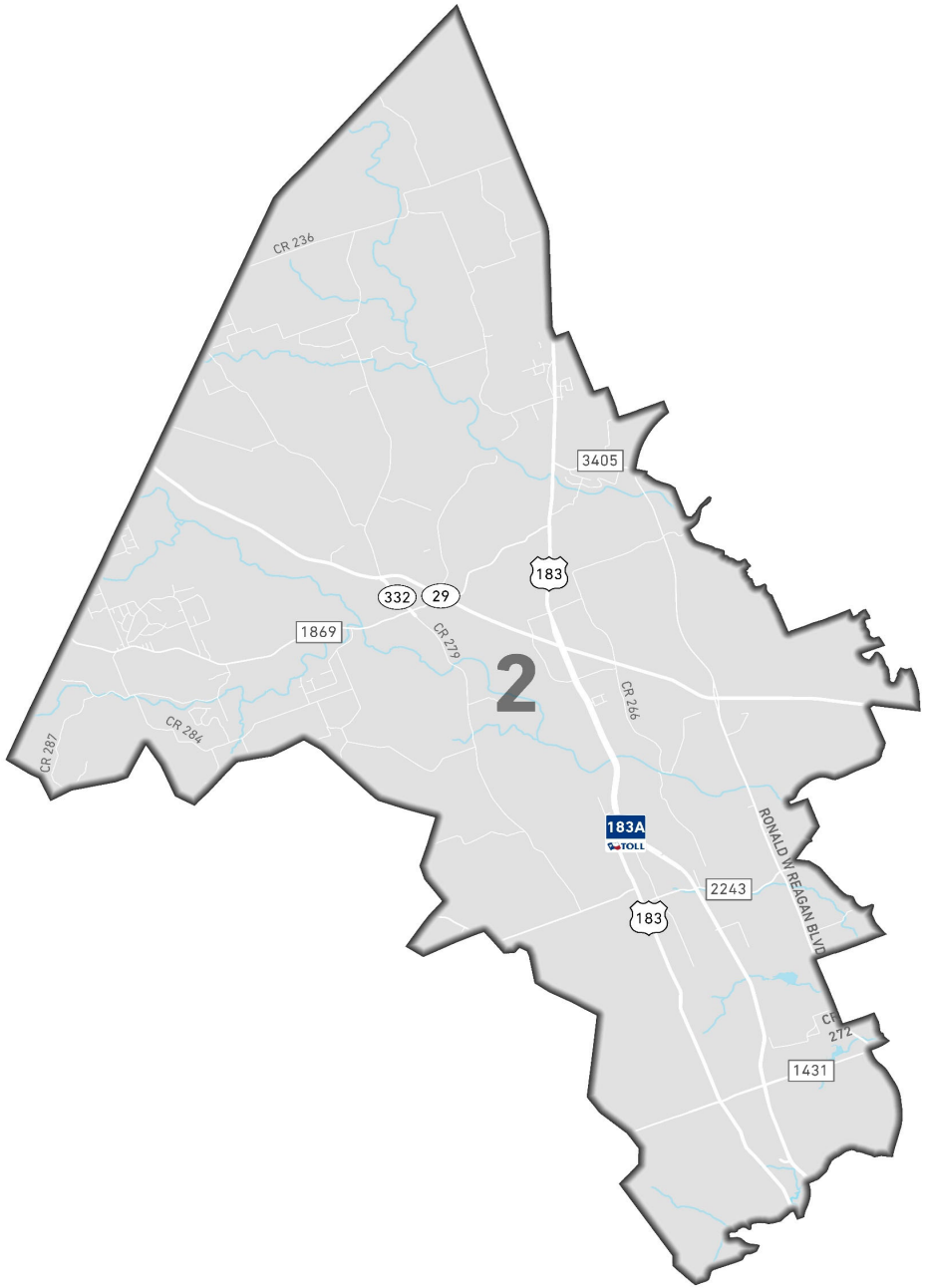
RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

WILLIAMSON COUNTY
1848

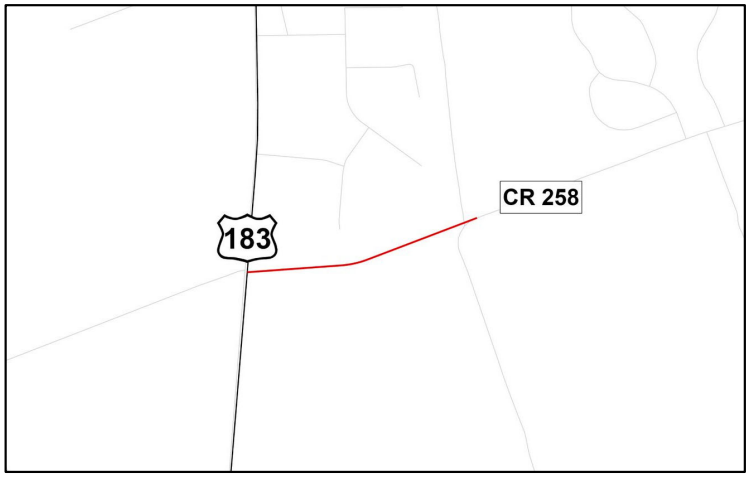
Precinct 2



CR 258 Extension

Anticipated Completion

Early 2024



Original Contract Price = $5,836,754.36

Total Change Orders to Date = $422,565.69

Adjusted Contract Price = $6,259,320.05

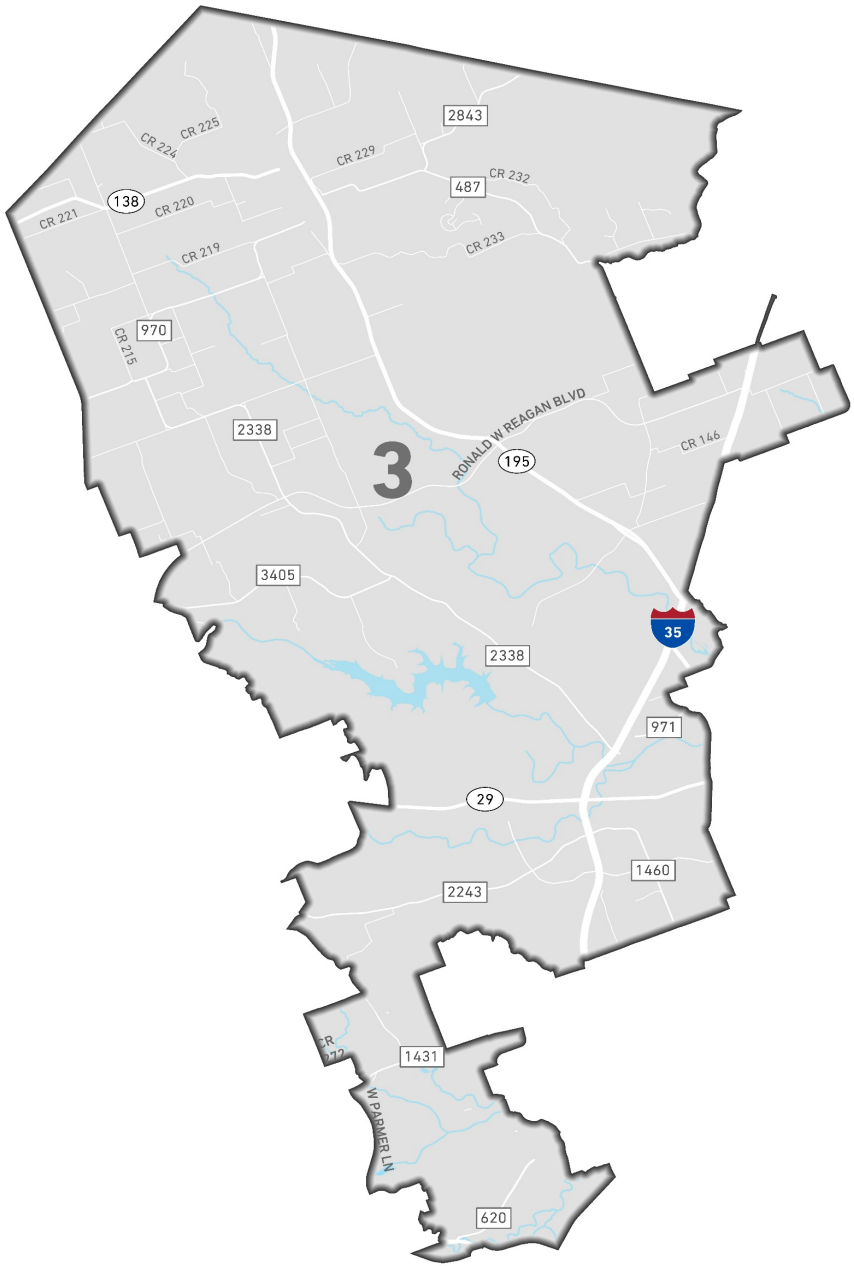
Expenditures to Date = $1,163,855.31 (19%)

CR 258 Extension

CR 258 Extension

CR 258 Extension

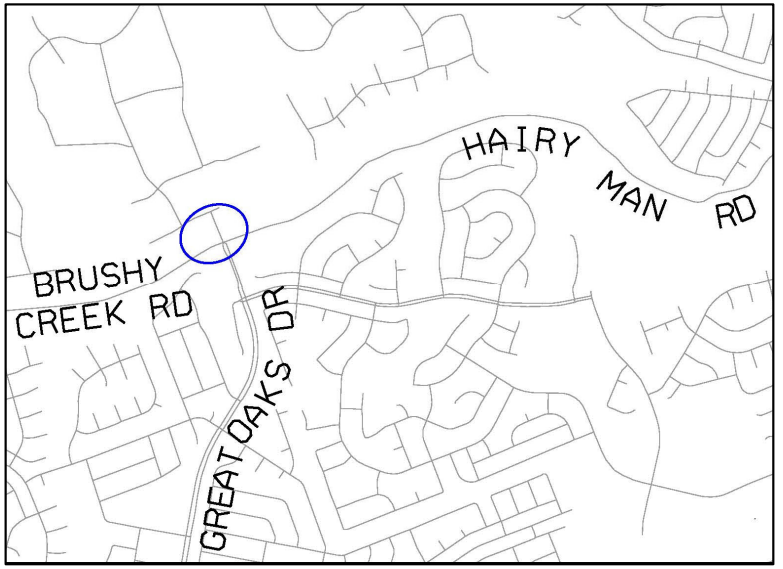
Precinct 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 233
CR 219
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

Great Oaks Bridge at Brushy Creek

Anticipated Completion

Spring 2023



Original Contract Price = $10,580,634.11

Total Change Orders to Date = $129,722.12

Adjusted Contract Price = $10,710,356.23

Expenditures to Date = $7,075,335.86 (66%)

Great Oaks Bridge at Brushy Creek

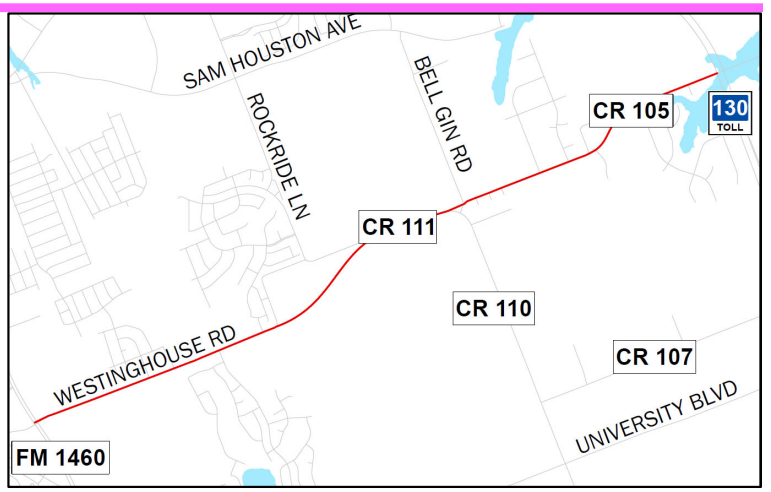
Great Oaks Bridge at Brushy Creek

Great Oaks Bridge at Brushy Creek

CR 111 Westinghouse Road

Anticipated Completion

Spring 2024



Original Contract Price = $21,024,332.88

Total Change Orders to Date = $1,085,426.30

Adjusted Contract Price = $22,109,759.18

Expenditures to Date = $12,100,807.32 (55%)

CR 111 Westinghouse Road

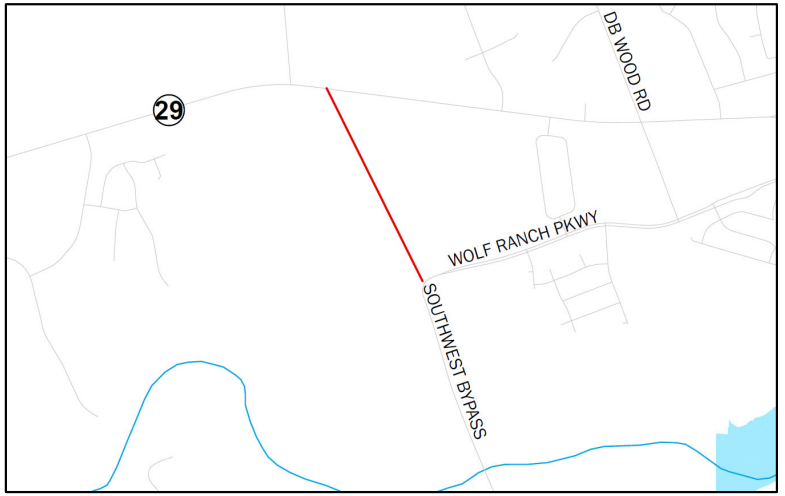
CR 111 Westinghouse Road

CR 111 Westinghouse Road

Southwest Bypass Extension

Anticipated Completion

Summer 2023



Original Contract Price = $4,288,543.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $4,288,543.00

Expenditures to Date = $1,447,243.06 (34%)

Southwest Bypass Extension

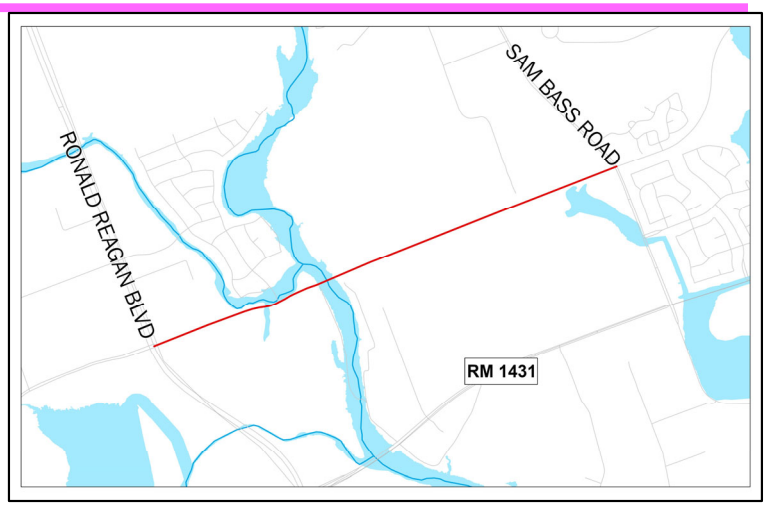
Southwest Bypass Extension

Southwest Bypass Extension

New Hope Drive Phase 2A

Anticipated Completion

Spring 2024



Partnership with the City of Cedar Park

Original Contract Amount = $22,619,961.16

Construction is managed by the City of Cedar Park

New Hope Drive Phase 2A

New Hope Drive Phase 2A

New Hope Drive Phase 2A

CR 245 Reconstruction

Anticipated Completion

Spring 2024

Original Contract Price = $6,969,195.21

Total Change Orders to Date = $0.00

Adjusted Contract Price = $ 6,969,195.21

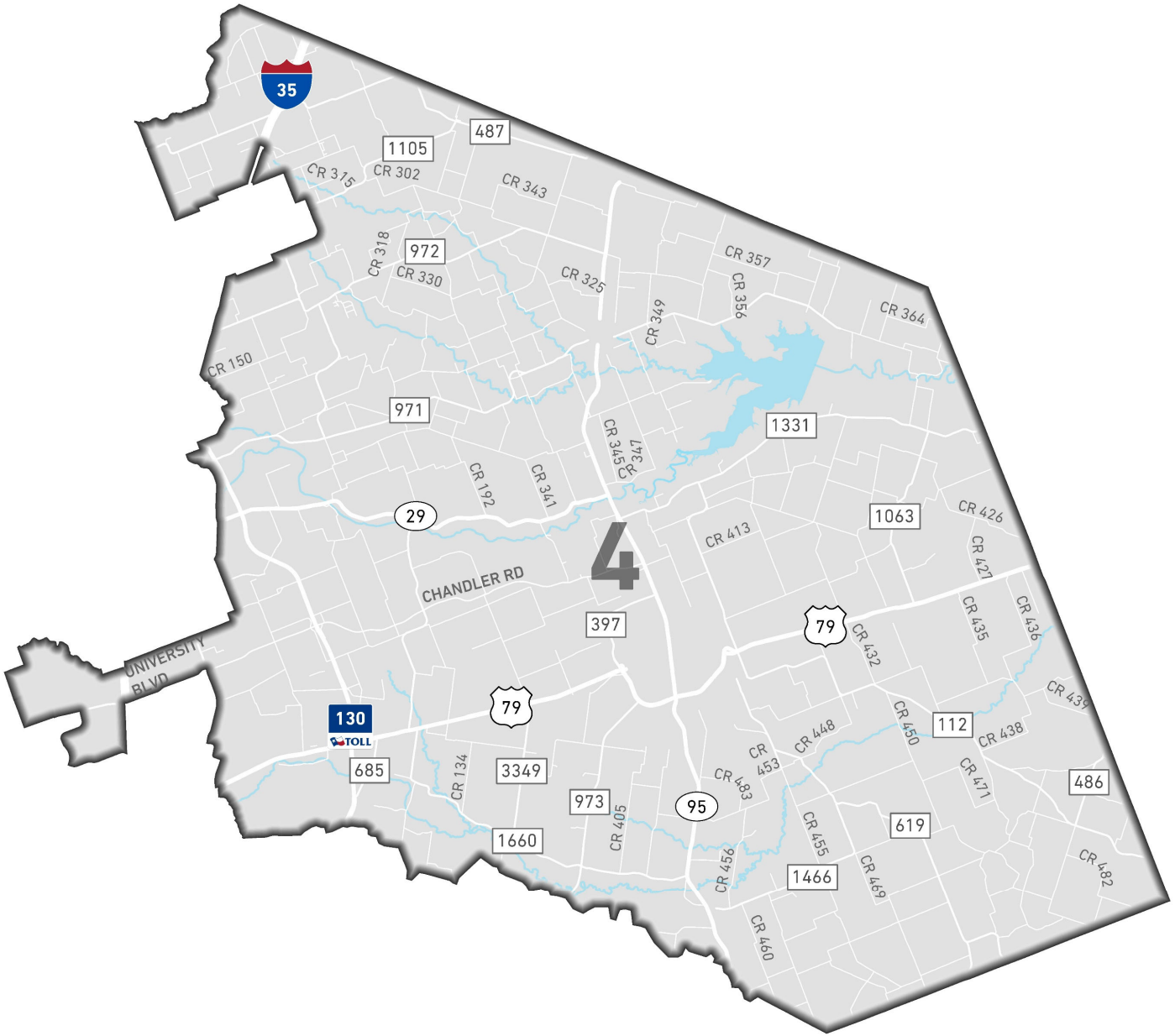
Expenditures to Date = $159,405.10 (2%)

CR 245 Reconstruction

CR 245 Reconstruction

CR 245 Reconstruction

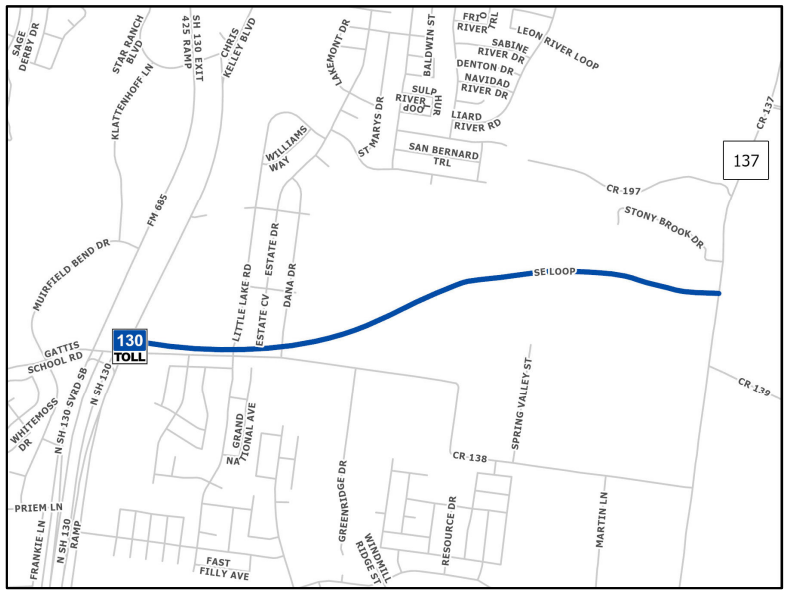
Precinct 4


35
487
1105
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
CR 431
UNIVERSITY BLVD
130
TOLL
79
CR 450
112
CR 438
CR 448
CR 453
CR 483
CR 471
685
CR 134
3349
973
CR 405
95
486
619
1660
CR 455
CR 456
1466
CR 469
CR 482
CR 460

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Anticipated Completion

Summer 2023



Original Contract Amount = $11,526,789.09

Total Change Orders = $221,717.74

Adjusted Contract Price = $11,748,506.83

Expenditures to Date = $10,211,297.78 (87%)

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

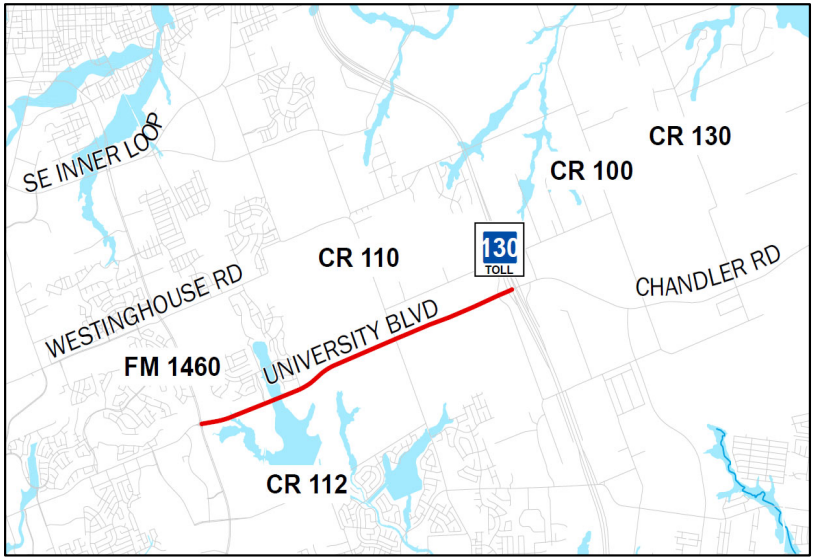
Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

University Boulevard Expansion (Chandler Road)

Anticipated Completion

Spring 2023



Partnership with the City of Round Rock

Original Contract Amount = $11,104,890.49

Construction is managed by the City of Round Rock

University Boulevard Expansion (Chandler Road)

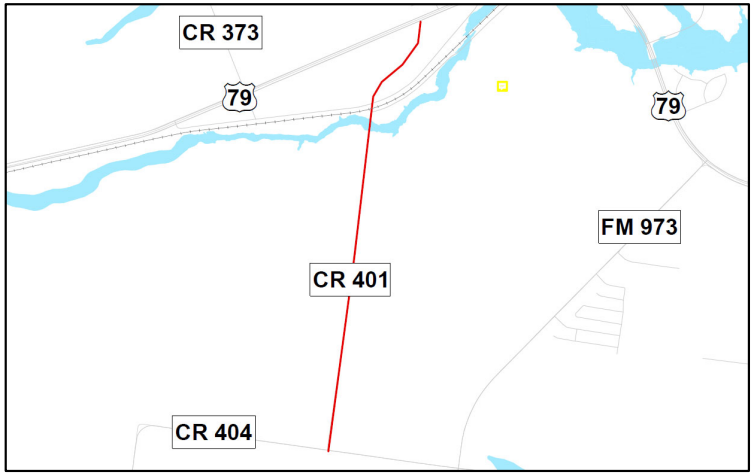
University Boulevard Expansion (Chandler Road)

University Boulevard Expansion (Chandler Road)

CR 401 Reconstruction

Anticipated Completion

Summer 2023



Original Contract Amount = $12,673,200.94

Total Change Orders = $830,893.84

Adjusted Contract Price = $ 13,504,094.78

Expenditures to Date = $7,988,956.42 (59%)

CR 401 Reconstruction

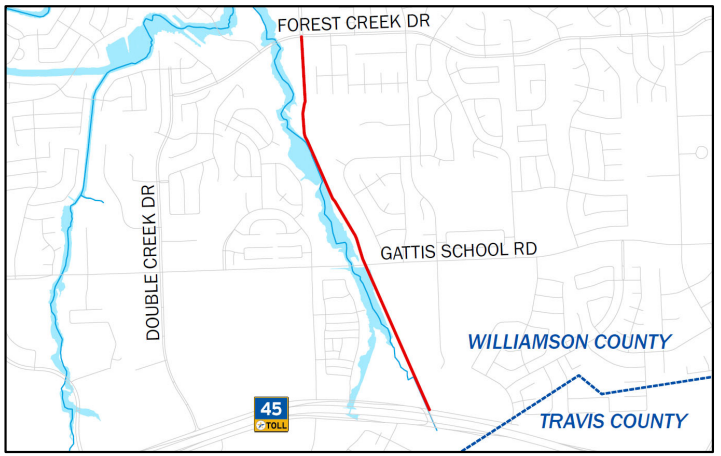
CR 401 Reconstruction

CR 401 Reconstruction

Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Anticipated Completion

Late 2023



Partnership with the City of Round Rock

Original Contract Amount = $23,409,120.97

Construction is managed by the City of Round Rock

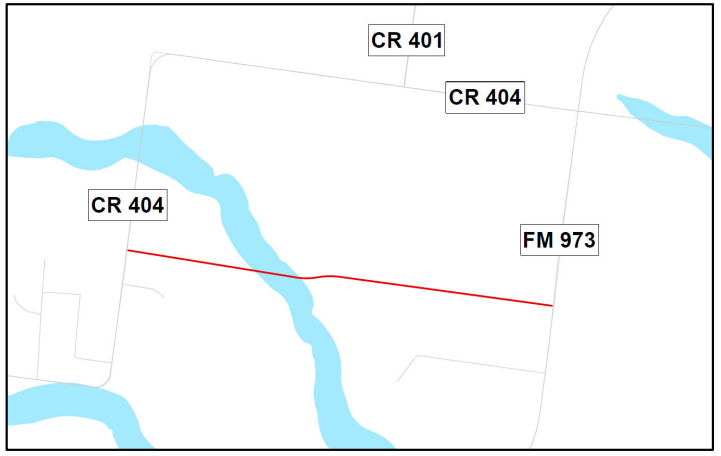
Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Samsung Highway (Future County Road) (CR 404 to FM 973)

Anticipated Completion

Fall 2023



Original Contract Amount = $11,289,929.00

Total Change Orders = $41,260.00

Adjusted Contract Price = $11,331,189.00

Expenditures to Date = $3,712,616.36 (33%)

Samsung Highway (Future County Road) (CR 404 to FM 973)

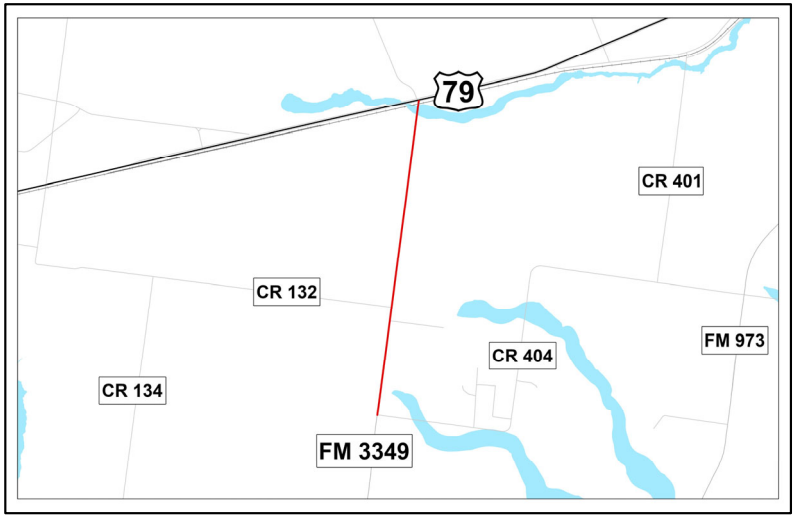
Samsung Highway (Future County Road) (CR 404 to FM 973)

Samsung Highway (Future County Road) (CR 404 to FM 973)

FM 3349 / US 79 Interchange (US 79 to CR 404)

Anticipated Completion

Summer 2025 (Roadwork)



Original Contract Amount = $81,941,038.13

Total Change Orders = $0.00

Adjusted Contract Price = $ 81,941,038.13

Expenditures to Date = $8,606,109.36 (11%)

FM 3349 / US 79 Interchange
(US 79 to CR 404)

FM 3349 / US 79 Interchange
(US 79 to CR 404)

FM 3349 / US 79 Interchange
(US 79 to CR 404)

CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)

Anticipated Completion

Summer 2024

Original Contract Amount = $17,694,262.46

Total Change Orders = $0.00

Adjusted Contract Price = $17,694,262.46

Expenditures to Date = $1,316,577.26 (7%)

CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Blvd.)

CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Blvd.)

CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Blvd.)

CR 404 and FM 973 Improvements

Anticipated Completion

Summer 2023

Original Contract Amount = $4,622,143.93

Total Change Orders = $0.00

Adjusted Contract Price = $ 4,622,143.93

Expenditures to Date = $398,520.40 (9%)

CR 404 and FM 973 Improvements

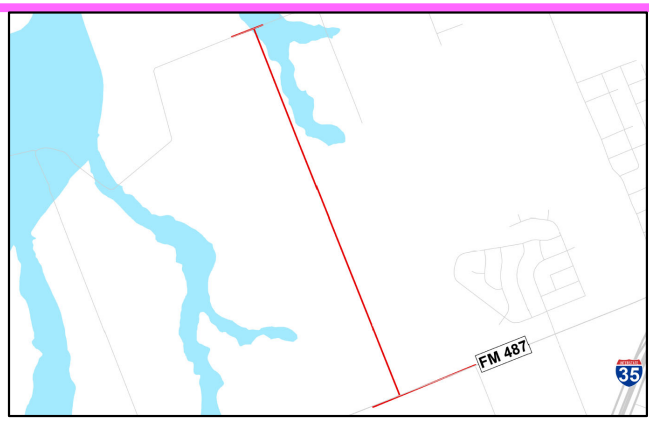
CR 404 and FM 973 Improvements

CR 404 and FM 973 Improvements

Bud Stockton Extension (CR 305 to FM 487)

Anticipated Completion

Fall 2023



Original Contract Amount = $5,917,275.00

Total Change Orders = $0.00

Adjusted Contract Price = $ 5,917,275.00

Expenditures to Date = $0.00 (0%)

Bud Stockton Extension
(CR 305 to FM 487)

Bud Stockton Extension
(CR 305 to FM 487)

Bud Stockton Extension
(CR 305 to FM 487)

Commissioners Court - Regular Session **55.**

Meeting Date: 04/25/2023

Smith Branch Property Owner's Consent Form

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Property Owner’s Consent Form for City of Georgetown permit applications for the Smith Branch Flood Control Project at the Juvenile Justice Center authorizing Doucet & Associates as the applicant. The City of Georgetown requires the property owner’s written consent for a consultant to submit forms on the behalf of Williamson County. P519

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Smith Branch Property Owner's Consent Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/11/2023 04:08 PM
Form Started By: Vicky Edwards		Started On: 04/10/2023 03:12 PM
Final Approval Date: 04/11/2023		

Property Owner's Consent Form

Property Owner's Consent is required for each Development Application. A completed and signed copy of this form is required to be included with every application packet. For property with more than one owner, each owner must sign a copy of this form. In the event that the owner of property is an organization/entity, proof of signature authority on behalf of the organization/entity must be attached to this form.

Authorization by Property Owner(s)

I, _____, swear and affirm that I am
(property owner's printed name; include signatory name and title if signing for an organization)

the owner of property at 200 Wilco Way, Georgetown, TX 78626, as shown in the records
(property address or legal description)

of Williamson County, Texas, which is the subject of this Application. I further affirm that I am fully aware of the City's application, fee(s) and procedural requirements, and consent to this Application.

I authorize David Clark, P.E., CFM - Doucet (Engineer) to submit this application and serve
(applicant's printed name if different from property owner)

as my representative for this request.

Property Owner's Signature: _____ Date: _____
(property owner's signature)

Commissioners Court - Regular Session **56.**

Meeting Date: 04/25/2023

Department of Infrastructure Title Change

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding removing J. Terron Evertson, P.E. as County Engineer and assigning him to serve as Deputy Director of Infrastructure and Director of the Road and Bridge Division.

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	04/19/2023 09:42 AM
Form Started By: Vicky Edwards		Started On: 04/17/2023 02:14 PM
Final Approval Date: 04/19/2023		

Commissioners Court - Regular Session **57.**

Meeting Date: 04/25/2023

Department of Infrastructure Title Change

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Adam Boatright, P.E. to serve as County Engineer in addition to serving as Development & Drainage Division Director of the Department of Infrastructure.

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	04/19/2023 09:46 AM
Form Started By: Vicky Edwards		Started On: 04/18/2023 03:57 PM
Final Approval Date: 04/19/2023		

Commissioners Court - Regular Session **58.**

Meeting Date: 04/25/2023

Position Changes

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Laura Drewry	04/20/2023 08:27 AM
County Judge Exec Asst.	Becky Pruitt	04/20/2023 08:43 AM
Form Started By: Kayla Marek		Started On: 04/19/2023 09:40 AM
Final Approval Date: 04/20/2023		

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
0210-Road and Bridge	1497	12130	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title change only- from County Engineer to Deputy Director of Infrastructure	4/28/2023
0210-Road and Bridge	1943	13767	$160,056.78	$175,506.78	$160,057.17	$175,506.78	N/A	$15,449.61	Reclass: Title and Grade Change- from Development Division Director B.42 to County Engineer B.44. Reallocation of position budget to facilitate reclass as allowed by policy. Surplus salary from PCN 1524 to PCN 1943	4/28/2023
0210-Road and Bridge	1524	Vacant	N/A	N/A	$57,450.11	$42,000.50	$15,449.61	N/A	Reallocation of position budget to facilitate reclass as allowed by policy. Surplus salary from PCN 1524 to PCN 1943	4/28/2023

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **59.**

Meeting Date: 04/25/2023

Road and Bridge Project Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on transferring $1,500,000 from P618 (Road and Bridge Unallocated) to P626 (CR 130 Widening and pavement rehabilitation).

Background

This transfer is necessary to create P626 for road widening and pavement rehabilitation on CR 130.

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	04/19/2023 02:06 PM
Form Started By: Tomika Lynce		Started On: 04/19/2023 10:44 AM
Final Approval Date: 04/19/2023		

Commissioners Court - Regular Session **60.**

Meeting Date: 04/25/2023

22IFB139 FM 3349 at US 79 - Change Order #1 (Safety Improvements)

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. 1 in the amount of $925,354.41 for Project 22IFB139 FM 3349 at US 79 (James Construction) P: 332 Funding Source: Road Bond.

Background

This Change Order compensates the contractor for installing temporary safety improvements on US 79 until the overpasses are built. By installing these traffic control measures (raised medians and traffic signals) the drivers traveling northbound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79 followed by a U-turn at next crossover.

Multiple items will be added by this Change Order. Please see attached Change Order.

This Change Order results in a net increase of $925,354.41 to the Contract amount, for an adjusted Contract total of $82,866,392.54. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $925,354.41 has been added to the Contract, resulting in an 1.13% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB139-FM3349_CO#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/20/2023 09:24 AM
Form Started By: Julissa Vasquez		Started On: 04/05/2023 07:59 AM
Final Approval Date: 04/20/2023		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **James Construction Group**

2. Change Order Work Limits: Sta. **691+00** to Sta. **742+00**

3. Type of Change(on federal-aid non-exempt projects): **M** (Major/Minor)

4. Reasons: **3L** (3 Max. - In order of importance - Primary first)

Project:	***22IFB139***
Roadway:	***US 79***
CSJ Number:	***3486-01-008, etc.***

5. Describe the work being revised:

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79 followed by a U-turn at the immediate crossover.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **7-7O, 8-79, XS-01 - XS-25**

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 4/10/23

By

Typed/Printed Name Kyle Oldham

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount added by this change order: **$925,354.41**

RECOMMENDED FOR EXECUTION:

Project Manager 4/11/2023
Project Manager Date

N/A
Design Engineer Date

Program Manager 4/17/2023
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

Email: accountspayable@prim.com
LEWISVILLE, TX 75067
Job Phone: 972-538-5300
Job Fax: 866-785-2025

JCG Letter # 10906-001

ASIF MIRZAZADA
HNTB CORPORATION
101 E. OLD SETTLERS BLVD. STE.225
ROUND ROCK, TX 78664

FM 3349 @ US 79
JCG Job # 10906
Control # 3486-01-008
RE: Change Order #001- Return Signed Letter

Mr. Mirzazada:

Please see attached signed Change Order #001 for the above referenced project.

Please review, sign and return executed copy.

James Construction Group does not waive any original contract conditions to submit costs or claims associated or arising from delayed or changed work. This includes occasions when it becomes necessary to perform extra work at HNTB's request. Upon execution of HNTB's change order form, the contractor reserves its right to submit or claim any extra costs, overhead, and delay time with associated costs arising from or pertaining to the change order regardless of the unilateral disclaimer clauses or "statement of agreement" on the attached Change Order. Please note that JCG will submit a request for Time Impact Analysis in accordance with TxDOT Specification 5.5.4.

Respectfully,

James Construction Group

Kyle Oldham
Project Manager

CC: Joey Williams; Brian Chaffe: Jason Schuetze; Hector Garcia; Oscar Bueno; Julissa Vasquez; Dalimar Rosario, Project File

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *22IFB139*

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
105 6008	REMOVING STAB BASE AND ASPH PAV (6")	SY	$11.54	1,678.00	$19,364.12	288.00	1,966.00	$22,687.64	$3,323.52
110 6001	EXCAVATION (ROADWAY)	CY	$8.93	346,386.00	$3,093,226.98	693.00	347,079.00	$3,099,415.47	$6,188.49
132 6047	EMBANKMENT (FINAL) (ORD COMP) (TY C1)	CY	$34.12	179,772.00	$6,133,820.64	330.00	180,102.00	$6,145,080.24	$11,259.60
160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$0.59	523,200.00	$308,688.00	5,837.00	529,037.00	$312,131.83	$3,443.83
164 6035	DRILL SEEDING (PERM) (RURAL) (CLAY)	SY	$0.35	523,200.00	$183,120.00	5,837.00	529,037.00	$185,162.95	$2,042.95
164 6041	DRILL SEEDING (TEMP) (WARM)	SY	$0.30	258,017.00	$77,405.10	1,600.00	259,617.00	$77,885.10	$480.00
164 6043	DRILL SEEDING (TEMP) (COOL)	SY	$0.30	258,017.00	$77,405.10	1,600.00	259,617.00	$77,885.10	$480.00
168 6001	VEGETATIVE WATERING	MG	$30.86	5,159.00	$159,206.74	18.00	5,177.00	$159,762.22	$555.48
169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$1.85	316,460.00	$585,451.00	5,837.00	322,297.00	$596,249.45	$10,798.45
247 6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	$45.78	57,139.00	$2,615,823.42	640.00	57,779.00	$2,645,122.62	$29,299.20
260 6011	LIME TRT (EXST MATL) (12")	CY	$0.10	175,831.00	$17,583.10	1,964.00	177,795.00	$17,779.50	$196.40
260 6012	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	$248.23	290.00	$71,986.70	56.00	346.00	$85,887.58	$13,900.88
310 6001	PRIME COAT (MULTI OPTION)	GAL	$5.00	29,601.00	$148,005.00	472.00	30,073.00	$150,365.00	$2,360.00
464 6017	RC PIPE (CL IV)(18 IN)	LF	$121.87	354.00	$43,141.98	16.00	370.00	$45,091.90	$1,949.92
506 6001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	$22.50	447.00	$10,057.50	30.00	477.00	$10,732.50	$675.00
506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$35.50	2,085.00	$74,017.50	30.00	2,115.00	$75,082.50	$1,065.00
506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.50	2,485.00	$8,697.50	360.00	2,845.00	$9,957.50	$1,260.00
506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$0.50	2,485.00	$1,242.50	360.00	2,845.00	$1,422.50	$180.00
512 6029	PORT CTB (MOVE)(F-SHAPE)(TY 1)	LF	$4.28	1,830.00	$7,832.40	5,635.00	7,465.00	$31,950.20	$24,117.80
545 6003	CRASH CUSH ATTEN (MOVE & RESET)	EA	$2,000.00	2.00	$4,000.00	4.00	6.00	$12,000.00	$8,000.00
TOTALS					$4,381,831.14			$4,450,518.25	$121,576.52

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # 22IFB139***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	$585.00	81.00	$47,385.00	3.00	84.00	$49,140.00	$1,755.00
644 6028	IN SM RD SN SUP&AM TYS80(1)SA(P-BM)	EA	$775.00	4.00	$3,100.00	2.00	6.00	$4,650.00	$1,550.00
644 6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	EA	$1,000.00	1.00	$1,000.00	24.00	25.00	$25,000.00	$24,000.00
644 6076	REMOVE SM RD SN SUP&AM	EA	$50.00	47.00	$2,350.00	21.00	68.00	$3,400.00	$1,050.00
658 6083	INSTL DEL ASSM (D-SW)SZ 1(WFLX)SRF	EA	$75.00	157.00	$11,775.00	28.00	185.00	$13,875.00	$2,100.00
666 6006	REFL PAV MRK TY I (W) 4 " (DOT) (1 OOMIL)	LF	$1.50	18.00	$27.00	708.00	726.00	$1,089.00	$1,062.00
666 6048	REFL PAV MRK TY I (W)24“ (SLD)(100MIL)	LF	$12.00	312.00	$3,744.00	253.00	565.00	$6,780.00	$3,036.00
666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	$135.00	38.00	$5,130.00	17.00	55.00	$7,425.00	$2,295.00
666 6063	REFL PAV MRK TY I(W)(UTURN ARW)(100MIL)	EA	$575.00	2.00	$1,150.00	9.00	11.00	$6,325.00	$5,175.00
666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	$155.00	36.00	$5,580.00	23.00	59.00	$9,145.00	$3,565.00
666 6102	REF PAV MRK TY I(W)36"(YLD TRI)(100MIL)	EA	$30.00	49.00	$1,470.00	48.00	97.00	$2,910.00	$1,440.00
666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	$7.50	379.00	$2,842.50	285.00	664.00	$4,980.00	$2,137.50
666 6176	REFL PAV MRK TY II (W) 8" (DOT)	LF	$2.00	213.00	$426.00	78.00	291.00	$582.00	$156.00
666 6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$1.50	784.00	$1,176.00	1,265.00	2,049.00	$3,073.50	$1,897.50
666 6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	$0.41	5,642.00	$2,313.22	886.00	6,528.00	$2,676.48	$363.26
666 6345	REF PROF PAV MRK TY I(Y)4"(SLD)(100MIL)	LF	$0.77	37,158.00	$28,611.66	680.00	37,838.00	$29,135.26	$523.60
672 6009	REFL PAV MRKR TY II-A-A	EA	$3.00	385.00	$1,155.00	66.00	451.00	$1,353.00	$198.00
672 6010	REFL PAV MRKR TY II-C-R	EA	$3.25	882.00	$2,866.50	45.00	927.00	$3,012.75	$146.25
677 6001	ELIM EXT PAV MRK & MRKS (4")	LF	$0.42	25,090.00	$10,537.80	1,507.00	26,597.00	$11,170.74	$632.94
677 6003	ELIM EXT PAV MRK & MRKS (8")	LF	$1.00	2,480.00	$2,480.00	283.00	2,763.00	$2,763.00	$283.00
677 6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	$50.00	9.00	$450.00	19.00	28.00	$1,400.00	$950.00
677 6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	$60.00	9.00	$540.00	20.00	29.00	$1,740.00	$1,200.00
3076 6001	D-GR HMA TY-B PG64-22	TON	$102.00	27,039.00	$2,757,978.00	508.00	27,547.00	$2,809,794.00	$51,816.00
3076 6048	D-GR HMA TY-D PG76-22	TON	$122.00	12,550.00	$1,531,100.00	184.90	12,734.90	$1,553,657.80	$22,557.80
3081 6008	TOM-C PG76-22 SAC-B	TON	$167.00	8,499.00	$1,419,333.00	99.20	8,598.20	$1,435,899.40	$16,566.40
3084 6001	BONDING COURSE	GAL	$4.35	23,234.00	$101,067.90	389.00	23,623.00	$102,760.05	$1,692.15
The "Totals" from Table B of the previous work sheet:					$4,381,831.14			$4,450,518.25	$121,576.52
TOTALS					$10,327,419.72			$10,544,255.23	$269,724.92

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # 22IFB139***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
105 6077	REMOV ING STAB BASE & ASPH PAV (8")	SY	$27.83	0.00	$0.00	157.00	157.00	$4,369.31	$4,369.31
432 6001.1	RIPRAP (CONC) (4IN) & REMOVAL	CY	$911.32	0.00	$0.00	18.00	18.00	$16,403.76	$16,403.76
502 6000.1	ADDITIONAL TRAFFIC CONTROL	LS	$54,345.68	0.00	$0.00	1.00	1.00	$54,345.68	$54,345.68
529 6025.1	CONC CURB (TYIII) & REMOVAL	LF	$26.40	0.00	$0.00	294.00	294.00	$7,761.60	$7,761.60
644 6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	EA	$1,026.03	0.00	$0.00	49.00	49.00	$50,275.47	$50,275.47
644 6040	IN SM RD SN SUP&AM TYS80(1)SB(P-BM)	EA	$1,165.32	0.00	$0.00	4.00	4.00	$4,661.28	$4,661.28
644 6042	IN SM RD SN SUP&AM TYS80(1)SB(T)	EA	$1,165.32	0.00	$0.00	4.00	4.00	$4,661.28	$4,661.28
658 6060	REMOVE DELIN & OBJECT MARKER ASSMS	EA	$21.72	0.00	$0.00	28.00	28.00	$608.16	$608.16
658 6084	INSTL DEL ASSM D-SW) SZ 1 (WFLX) SRF 7BI)	EA	$140.40	0.00	$0.00	52.00	52.00	$7,300.80	$7,300.80
658 6094	INSTL DEL ASSM (D-DW) SZ 1 (WFLX) SRF	EA	$96.49	0.00	$0.00	20.00	20.00	$1,929.80	$1,929.80
666 6012	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	$2.38	0.00	$0.00	5,587.00	5,587.00	$13,297.06	$13,297.06
666 6072	REFL PAV MRK TY I (LNDP ARW) (100 MIL)	EA	$447.11	0.00	$0.00	2.00	2.00	$894.22	$894.22
666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	$0.59	0.00	$0.00	4,106.00	4,106.00	$2,422.54	$2,422.54
666 6224	PAVEMENT SEALER 4"	LF	$0.64	0.00	$0.00	11,287.00	11,287.00	$7,223.68	$7,223.68
666 6230	PAVEMENT SEALER 24"	LF	$3.09	0.00	$0.00	253.00	253.00	$781.77	$781.77
666 6231	PAVEMENT SEALER (ARROW)	EA	$67.65	0.00	$0.00	17.00	17.00	$1,150.05	$1,150.05
666 6232	PAVEMENT SEALER (WORD)	EA	$73.87	0.00	$0.00	20.00	20.00	$1,477.40	$1,477.40
666 6236	PAVEMENT SEALER (UTURN ARROW)	EA	$191.83	0.00	$0.00	6.00	6.00	$1,150.98	$1,150.98
666 6237	PAVEMENT SEALER (LNDP ARROW)	EA	$86.11	0.00	$0.00	2.00	2.00	$172.22	$172.22
666 6243	PAVEMENT SEALER (YLD TRR)	EA	$38.96	0.00	$0.00	14.00	14.00	$545.44	$545.44
677 6005	ELIM EXT PAV MRK & MRKS (12")	LF	$2.62	0.00	$0.00	399.00	399.00	$1,045.38	$1,045.38
677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	$5.31	0.00	$0.00	168.00	168.00	$892.08	$892.08
677 6019	ELIM EXT PAV MRK & MRKS (36") (YLD TRI)	EA	$32.79	0.00	$0.00	34.00	34.00	$1,114.86	$1,114.86
677 6036	ELIM EXT PAV MRK & MRKS (UTURN ARROW)	EA	$74.44	0.00	$0.00	3.00	3.00	$223.32	$223.32
680 6003.1	ADDED TRAFFIC SIGNALS (DEDUCTED FLASHING BEACON ITEMS)	LS	$370,293.95	0.00	$0.00	1.00	1.00	$370,293.95	$370,293.95
680 6003.2	5% SUBCONTRACTOR MARK UP	LS	$17,997.38	0.00	$0.00	1.00	1.00	$17,997.38	$17,997.38
3076 6003.1	D GR HMA TY B PG64-22 (TURN AROUND WIDENINGS-SMALL QTY)	TON	$252.57	0.00	$0.00	255.00	255.00	$64,405.35	$64,405.35
3076 6048.1	D GR HMA TYD PG76-22 (TURN AROUND WIDENINGS-SMALL QTY)	TON	$272.01	0.00	$0.00	67.00	67.00	$18,224.67	$18,224.67
The "Totals" from Table B of the previous work sheet:					$4,381,831.14			$4,450,518.25	$269,724.92
TOTALS					$4,381,831.14			$5,085,374.67	$925,354.41

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

FM3349 at US 79
Williamson County Project No. 22IFB139

Change Order No. 1

Reason for Change

This Change Orders provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79 followed by a U-turn at the immediate crossover.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
105 6077	REMOV ING STAB BASE & ASPH PAV (8")	157	SY
432 6001.1	RIPRAP (CONC) (4IN) & REMOVAL	18	CY
502 6001	ADDITIONAL TRAFFIC CONTROL	1	LS
529 6025.1	CONC CURB (TYIII) & REMOVAL	294	LF
644 6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	49	EA
644 6040	IN SM RD SN SUP&AM TYS80(1)SB(P-BM)	4	EA
644 6042	IN SM RD SN SUP&AM TYS80(1)SB(T)	4	EA
658 6060	REMOVE DELIN & OBJECT MARKER ASSMS	28	EA
658 6084	INSTL DEL ASSM D-SW) SZ 1 (WFLX) SRF 7BI)	52	EA
658 6094	INSTL DEL ASSM (D-DW) SZ 1 (WFLX) SRF	20	EA
666 6012	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	5,587	LF
666 6072	REFL PAV MRK TY I (LNDP ARW) (100 MIL)	2.00	EA
666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	4,106	LF
666 6224	PAVEMENT SEALER 4"	11,287	LF
666 6230	PAVEMENT SEALER 24"	253	LF
666 6231	PAVEMENT SEALER (ARROW)	17	EA
666 6232	PAVEMENT SEALER (WORD)	20	EA
666 6236	PAVEMENT SEALER (UTURN ARROW)	6	EA
666 6237	PAVEMENT SEALER (LNDP ARROW)	2	EA

666 6243	PAVEMENT SEALER (YLD TRR)	14	EA
677 6005	ELIM EXT PAV MRK & MRKS (12")	399	LF
677 6007	ELIM EXT PAV MRK & MRKS (24")	168	LF
677 6019	ELIM EXT PAV MRK & MRKS (36") (YLD TRI)	34	EA
677 6036	ELIM EXT PAV MRK & MRKS (UTURN ARROW)	3	EA
680 6003.1	ADDED TRAFFIC SIGNALS (DEDUCTED FLASHING BEACON ITEMS)	1	LS
680 6003.2	5% SUBCONTRACTOR MARK UP	1	LS
3076 6003.1	D GR HMA TY B PG64-22 (TURN AROUND WIDENINGS-SMALL QTY)	255	TON
3076 6048.1	D GR HMA TYD PG76-22 (TURN AROUND WIDENINGS-SMALL QTY)	67	TON

This Change Order results in a net increase of $925,354.41 to the Contract amount, for an adjusted Contract total of $82,866,392.54. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $925,354.41 has been added to the Contract, resulting in an 1.13% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

FM 3349 AT US 79
CHANGE ORDER 01

Legend:

Combined Traffic Signal Items - Deducted Flashing Beacon

Used Original Bid Price

,m	QTY	UM	Crew	DESCRIPTION	UNIT PRICE	TOTAL
TCP ITEMS						
512 6029	5,635.00	LF	JCG	PORT CTB (MOVE)(F-SHAPE)(TY 1)	$ 4.28	$ 24,117.80
502 6001	1	LS	JCG	ADDITIONAL TRAFFIC CONTROL- CHANGE ORDER #1	$ 54,345.68	$ 54,345.68
545 6003	4	EA	SUB	CRASH CUSH ATT (MOVE & RESET)	$ 2,000.00	$ 8,000.00
EROSION CONTROL ITEMS						
160 6003	5,837.00	SY	JCG	FURNISHING AND PLACING TOPSOIL (4 ")	$ 0.59	$ 3,443.83
164 6035	5,837.00	SY	SUB	DR I LL SEEDING (PERM) (RURAL) (CLAY)	$ 0.35	$ 2,042.95
164 6041	1,600.00	SY	SUB	DR I LL SEEDING (TEMP) (WARM)	$ 0.30	$ 480.00
164 6043	1,600.00	SY	SUB	DR I LL SEEDING (TEMP) (COOL)	$ 0.30	$ 480.00
168 6001	18	MG	JCG	VEGETATIVE WATERING	$ 30.86	$ 555.48
169 6001	5,837.00	SY	SUB	SOIL RETENTION BLANKETS (CL 1) (TY A)	$ 1.85	$ 10,798.45
506 6001	30	LF	SUB	ROCK F I LTER DAMS INSTALL) (TY 1)	$ 22.50	$ 675.00
506 6002	30	LF	SUB	ROCK F I LTER DAMS (INSTALL) (TY 2)	$ 35.50	$ 1,065.00
506 6038	360	LF	SUB	TEMP SEDMT CONT FENCE (INSTALL)	$ 3.50	$ 1,260.00
506 6039	360	LF	SUB	TEMP SEDMT CONT FENCE REMOVE)	$ 0.50	$ 180.00
ROADWAY ITEMS						
105 6008	288	SY	JCG	REMOVING STAB BASE AND ASPH PAV (6“)	$ 11.54	$ 3,323.52
105 6077	157	SY	JCG	REMOV ING STAB BASE & ASPH PAV (8 ")	$ 27.83	$ 4,369.31
110 6001	693	CY	JCG	EXCAVATION (ROADWAY)	$ 8.93	$ 6,188.49
132 6047	330	CY	JCG	EMBANKMENT (FINAL) (ORD COMP) (TY CI)	$ 34.12	$ 11,259.60
247 6044	640	CY	JCG	FL BS (CMP I N PLC) (TY A GR 4) (FNAL POS)	$ 45.78	$ 29,299.20
260 6011	1,964.00	SY	JCG	L IME TRT (EXST MATL) (1 2 ")	$ 0.10	$ 196.40
260 6012	56	TON	JCG	LIME (HYD, COM OR OK) (SLURRY)	$ 248.23	$ 13,900.88
432 6001	18	CY	JCG	RIPRAP (CONC) (4IN) & REMOVAL	$ 911.32	$ 16,403.76
529 6025	294	LF	JCG	CONC CURB (TY I I I) & REMOVAL	$ 26.40	$ 7,761.60
310 6001	472	GAL	SUB	PRIME COAT (MULTI OPT ION)	$ 5.00	$ 2,360.00
3076 6001	508	TON	SUB	D— GR HMA TY— B PG64—22	$ 102.00	$ 51,816.00
3076 6048	184.9	TON	SUB	D— GR HMA TY— D PG76—22	$ 122.00	$ 22,557.80
3081 6008	99.2	TON	SUB	TOM— C PG 76—22 SAC— B	$ 167.00	$ 16,566.40
3084 6001	389	GAL	SUB	BONDING COURSE	$ 4.35	$ 1,692.15
NEW- 3076 6003	255	TON	SUB	D— GR HMA TY— B PG64—22 (TURN AROUND WIDENINGS)	$ 252.57	$ 64,405.35
NEW-3076 6048	67	TON	SUB	D— GR HMA TY— D PG76—22 (TURN AROUND WIDENINGS)	$ 272.01	$ 18,224.67
SIGNALIZATION ITEMS						
	1	LS		ADDED TRAFFIC SIGNALS (DEDUCTED FLASHING BEACON ITEMS)	$ 370,293.95	$ 370,293.95
DRAINAGE ITEMS						
464 6017	16.00	LF	JCG	RC PIPE (CL IV) (18IN)	$ 121.87	$ 1,949.92
SIGNING ITEMS						
644 6004	3.00	EA	SUB	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	$ 585.00	$ 1,755.00
644 6027	49.00	EA	SUB	IN SM RD SN SUP&AM TYS8O(1)SA(P)	$ 1,026.03	$ 50,275.47
644 6028	2.00	EA	SUB	IN SM RD SN SUP&AM TYS80(1)SA(P-BM)	$ 775.00	$ 1,550.00
644 6030	24.00	EA	SUB	IN SM RD SN SUP&AM TYS80(1)SA(T)	$ 1,000.00	$ 24,000.00
644 6040	4.00	EA	SUB	7 N SM RD SN SUP&AM TYS80 (1) SB (P —BM)	$ 1,165.32	$ 4,661.28
644 6042	4.00	EA	SUB	7 N SM RD SN SUP&AM TYS80 (1) SB (T)	$ 1,165.32	$ 4,661.28
644 6076	21.00	EA	SUB	REMOVE SM RD SN SUPhAM	$ 50.00	$ 1,050.00
PAVEMENT MARKING & D&OM ITEMSPAVEMENT MARKING						
658 6060	28.00	EA	SUB	REMOVE DELIN & OBJECT MARKER ASSMS	$ 21.72	$ 608.16
658 6083	28.00	EA	SUB	I NSTL DEL ASSM D-SW) SZ1 (WFLX) SRF	$ 75.00	$ 2,100.00
658 6084	52.00	EA	SUB	I NSTL DEL ASSM D-SW) SZ 1 (WFLX) SRF 7BI)	$ 140.40	$ 7,300.80
658 6094	20.00	EA	SUB	I NSTL DEL ASSM (D— DW) SZ 1 (WFLX) SRF	$ 96.49	$ 1,929.80
666 6006	708.00	LF	SUB	REFL PAV MRK TY I (W) 4 " (DOT) (1 OOMIL)	$ 1.50	$ 1,062.00
666 6012	5,587.00	LF	SUB	REFL PAV MRK TY I (W) 4" (SLD) (1 OOMIL)	$ 2.38	$ 13,297.06
666 6048	253.00	LF	SUB	REFL PAV MRK TY I (W)24“ (SLD)(100MIL)	$ 12.00	$ 3,036.00
666 6054	17	EA	SUB	REFL PAV MRK TY I (W)(ARROW)(100MIL)	$ 135.00	$ 2,295.00
666 6063	9	EA	SUB	REFL PAV MRK TY I(W)(UTURN ARW)(100MIL)	$ 575.00	$ 5,175.00
666 6072	2	EA	SUB	REFL PAV MRK TY I (LNDP ARW) (1 OOMI L)	$ 447.11	$ 894.22
666 6078	23	EA	SUB	REFL PAV MRK TY I (W) (WORD) (1 OOMI L)	$ 155.00	$ 3,565.00
666 6102	48	EA	SUB	REF PAV MRK TY I(W)36“ (YLD TRI) (1OOMIL)	$ 30.00	$ 1,440.00
666 6126	4,106.00	LF	SUB	REFL PAV MRK TY I (Y) 4 " PLO) 11 OOMIL)	$ 0.59	$ 2,422.54
666 6141	285	LF	SUB	REFL PAV MRK TY I (Y)12“ (SLD)(100MIL)	$ 7.50	$ 2,137.50
666 6176	78	LF	SUB	REFL PAV MRK TY II (W) 8“ (DOT)	$ 2.00	$ 156.00
666 6178	1,265.00	LF	SUB	REFL PAV MRK TY II (W) 8“ (SLD)	$ 1.50	$ 1,897.50
666 6224	11,287.00	LF	SUB	PAVEMENT SEALER 4“	$ 0.64	$ 7,223.68
666 6230	253	LF	SUB	PAVEMENT SEALER 24"	$ 3.09	$ 781.77
666 6231	17	EA	SUB	PAVEMENT SEALER (ARROW)	$ 67.65	$ 1,150.05
666 6232	20	EA	SUB	PAVEMENT SEALER (WORD)	$ 73.87	$ 1,477.40

666 6236	6	EA	SUB	PAVEMENT SEALER (UTURN ARROW)	$ 191.83	$ 1,150.98
666 6237	2	EA	SUB	PAVEMENT SEALER (LNDP ARROW)	$ 86.11	$ 172.22
666 6243	14	EA	SUB	PAVEMENT SEALER (YLD TRR)	$ 38.96	$ 545.44
666 6345	680	LF	SUB	REF PROF PAV MRK TY I(Y)4"(SLD) (100MIL)	$ 0.77	$ 523.60
666 6300	886	LF	SUB	RE PM W/RET REO TY I (W)4" (BRK)(100MIL)	$ 0.41	$ 363.26
672 6009	66	EA	SUB	REFL PAV MRKR TY II-A-A-A	$ 3.00	$ 198.00
672 6010	45	EA	SUB	REFL PAV MRKR TY II-C-R	$ 3.25	$ 146.25
677 6001	1,507.00	LF	SUB	ELIM EXT PAV MRK & MRKS (4")	$ 0.42	$ 632.94
677 6003	283	LF	SUB	ELIM EXT PAV MRK & MRKS (8")	$ 1.00	$ 283.00
677 6005	399	LF	SUB	ELIM EXT PAV MRK & MRKS (12")	$ 2.62	$ 1,045.38
677 6007	168	LF	SUB	ELIM EXT PAV MRK & MRKS 124")	$ 5.31	$ 892.08
677 6008	19	EA	SUB	ELIM EXT PAV MRK & MRKS (ARROW)	$ 50.00	$ 950.00
677 6012	20	EA	SUB	ELIM EXT PAV MRK & MRKS (WORD)	$ 60.00	$ 1,200.00
677 6019	34	EA	SUB	ELIM EXT PAV MRK & MRKS (36") (YLD TRI)	$ 32.79	$ 1,114.86
677 6036	3	EA	SUB	ELIM EXT PAV MRK & MRKS (UTURN ARROW)	$ 74.44	$ 223.32
					SUB TOTAL	$ 907,357.03
					5% SUBCONTRACTOR MARK UP	$ 17,997.38
					TOTAL	**$ 925,354.41**

ITEMIZED TRAFFIC SIGNAL QUANTITIES

Legend

Flashing Beacon Items

NUM	ITEM	DESCRIPTION	UNIT	ATS CO BID QUANTITY	CO QUANTITY	ATS CO UNIT PRICE	ORIG CONTACT UNIT PRICE	ATS TOTAL CO COST	QTYS FROM REVOVING FLASHING BEACON	CO #01 Revised QTY	Revised Cost	Flashing Beacon Credit	% INCPREASE	COMMENT
	SIGNALIZATION ITEMS													
1	416 6032	DRILL SHAFT (TRF SIG POLE) (36 IN)					$ 350.00		-52	-52.00	$ (18,200.00)	$ (18,200.00)		
2	618 6023	CONDT (PVC) (SCH 40) (2 ")	LF	250	250.00	$ 25.00	$ 11.00	$ 6250.00	-90.00	160.00	$ 4,000.00	$ (990.00)	127%	
3	618 6029	CONDT (PVC) 7SCH 40) (3 ")	LF	180	180.00	$ 27.00	$ 15.00	$ 4860.00		180.00	$ 4,860.00	$ -	80%	These are bid items that aren't in original bic
4	618 6070	CONDT (RM) (2 ")	LF	80	80.00	$ 60.00	$ 15.00	$ 4800.00		80.00	$ 4,800.00	$ -	300%	These are bid items that aren't in original bic
5	618 6074	CONDT (RM) (3 ")	LF	140	140.00	$ 65.00	$ 18.00	$ 9100.00		140.00	$ 9,100.00	$ -	261%	These are bid items that aren't in original bic
6	620 6007	ELEC CONDR (NO.8) BARE	LF				$ 1.75		-45.00	-45.00	$ (78.75)	$ (78.75)		
7	620 6008	ELEC CONDR (NO. 8) I NSULATED	LF	3,240.00	3,240.00	$ 2.00	$ 2.25	$ 6480.00	-1892.00	1348.00	$ 2,696.00	$ (4,257.00)		
8	620 6009	ELEC CONDR (NO.6) BARE	LF				$ 2.50		-50.00	-50.00	$ (125.00)	$ (125.00)		
9	620 6010	ELEC CONDR (NO.6) INSULATED	LF				$ 2.50		-120.00	-120.00	$ (300.00)	$ (300.00)		
10	620 6011	ELEC CONDR (NO. 4) BARE	LF	430	430.00	$ 7.00	$ 2.50	$ 3010.00		430.00	$ 3,010.00	$ -	180%	These are bid items that aren't in original bid
11	620 6012	ELEC CONDR (NO. 4) I NSULATED	LF	210	210.00	$ 8.00	$ 3.00	$ 1680.00		210.00	$ 1,680.00	$ -	167%	These are bid items that aren't in original bic
12	624 6002	GROUND BOX TY A (1223 7 1) W/ APRON	EA	1	1.00	$ 1300.00	$ 1100.00	$ 1300.00		1.00	$ 1,300.00	$ -	18%	
13	624 6010	GROUND BOX TY D (162922) W/APRON	EA	3	3.00	$ 2100.00	$ 1600.00	$ 6300.00	-1.00	2.00	$ 4,200.00	$ (1,600.00)	31%	
14	625 6001	Z 7 NC— COAT STL WI RE STRAND (71/4 ")	LF	540	540.00	$ 3.00	$ 4.00	$ 1620.00		540.00	$ 1,620.00	$ -		These are bid items that aren't in original bic
15	625 6002	ZINC-COAT STL WIRE STRAND (3/16")	LF				$ 2.50		-301.00	-301.00	$ (752.50)	$ (752.50)		
16	625 6003	Z INC - COAT STL WI RE STRAND 73/8 ")	LF	2,658.00	2,658.00	$ 4.00	$ 6.00	$ 10632.00		2658.00	$ 10,632.00	$ -		
17	625 6004	ZINC-COAT STL WIRE STRAND (5/16")	LF				$ 2.75		-301.00	-301.00	$ (827.75)	$ (827.75)		
18	628 6165	ELC SRV TY D 120/240 070(NS)AL(E)SP(0)	EA	1.00	1.00	$ 6400.00	$ 4500.00	$ 6400.00	-1.00	0.00	$ -	$ (4,500.00)	42%	
19	628 6167	ELC SRU TY D 120/240 ONO(NS)AL(E)TP(0)	EA	1.00	1.00	$ 5200.00	$ 4500.00	$ 5200.00		1.00	$ 5,200.00	$ -	16%	These are bid items that aren't in original bid
20	680 6001	INSTALL HWY TRF SIG (FLASH BEACON)	ea				$ 3900.00		-1.00	-1.00	$ (3,900.00)	$ (3,900.00)		
21	680 6003	INSTALLHWYTRFSIG (SYSTEM)	EA	2.00	2.00	$ 7500.00	$ 80000.00	$ 15000.00		2.00	$ 15,000.00	$ -		These are bid items that aren't in original bid
22	SUB1	CONTROLLER FULL-ACTUATED W/CABINET	EA	2.00	2.00	$ 31000.00		$ 62000.00		2.00	$ 62,000.00	$ -		These are subsidiary traffic signal items
23	SUB2	TRAFFIC SIGNAL CONTROLLER FOUNDATION	EA	2.00	2.00	$ 4100.00		$ 8200.00		2.00	$ 8,200.00	$ -		These are subsidiary traffic signal items
24	SUB3	GROUND ROD	EA	17.00	17.00	$ 225.00		$ 3825.00		17.00	$ 3,825.00	$ -		These are subsidiary traffic signal items
25	SUB4	DETECTOR CAPO RACK	EA	2.00	2.00	$ 250.00		$ 500.00		2.00	$ 500.00	$ -		These are subsidiary traffic signal items
26	SUB5	DETECTOR UN IT (OUAL CHANNEL)	EA	24.00	24.00	$ 350.00		$ 8400.00		24.00	$ 8,400.00	$ -		These are subsidiary traffic signal items
27	SUB6	LED ROADЖ/AY LUMI NA I RE (1 20/240 EQ)	EA	4.00	4.00	$ 2100.00		$ 8400.00		4.00	$ 8,400.00	$ -		These are subsidiary traffic signal items
28	SUB7	D3—1 G S NGN "US 79 " (48 "x18 ")	EA	4.00	4.00	$ 457.00		$ 1828.00		4.00	$ 1,828.00	$ -		These are subsidiary traffic signal items
29	SUB8	R3—8uT "U —TURN ONLY " (30 "x36")	EA	3.00	3.00	$ 503.00		$ 1509.00		3.00	$ 1,509.00	$ -		These are subsidiary traffic signal items
30	SUB9	R3-8LR "LANE ASSIGNMENT SIGN" (36"x30")	EA	1.00	1.00	$ 503.00		$ 503.00		1.00	$ 503.00	$ -		These are subsidiary traffic signal items
31	SUB9	MANAGED HARDENED ETHERNET SWITCH	EA	1.00	1.00	$ 3250.00		$ 3250.00		1.00	$ 3,250.00	$ -		These are subsidiary traffic signal items
32	SUB10	R1O-10L "LEFT TURN SIGNAL" (30"x36")	EA	1.00	1.00	$ 603.00		$ 603.00		1.00	$ 603.00	$ -		These are subsidiary traffic signal items
33	SUB10	POWER SUPPLY (FOR ETHERNET)	EA	1.00	1.00	$ 875.00		$ 875.00		1.00	$ 875.00	$ -		These are subsidiary traffic signal items
34	SUB11	MANAGED HARDENED ETHERNET SWITCH	EA	1.00	1.00	$ 3250.00		$ 3250.00		1.00	$ 3,250.00	$ -		These are subsidiary traffic signal items
35	SUB11	900 MHZ SPREAD SPECTRUM RADIO WITH YAGIA NTENNA AND CABLES (LOCAL COMM) COMPLETE	EA	1.00	1.00	$ 1200.00		$ 1200.00		1.00	$ 1,200.00	$ -		These are subsidiary traffic signal items
36	SUB12	POWER SUPPLY (FOR ETHERNET)	EA	1.00	1.00	$ 875.00		$ 875.00		1.00	$ 875.00	$ -		These are subsidiary traffic signal items
37	SUB12	GPS CLOCK	EA	1.00	1.00	$ 1700.00		$ 1700.00		1.00	$ 1,700.00	$ -		
38	SUB13	900 MHZ SPREAD SPECTRUM RADIO WITH YAGIA NTENNA AND CABLES (LOCAL COMM) COMPLETE	EA	1.00	1.00	$ 1200.00		$ 1200.00		1.00	$ 1,200.00	$ -		These are subsidiary traffic signal items
39	SUB13	ITS COMM CABLE 7 YAG I	LF	75.00	75.00	$ 5.00		$ 375.00		75.00	$ 375.00	$ -		These are subsidiary traffic signal items
40	SUB14	GPS CLOCK	EA	1.00	1.00	$ 1700.00		$ 1700.00		1.00	$ 1,700.00	$ -		These are subsidiary traffic signal items
41	SUB15	ITS COMM CABLE (YAG I)	LF	105.00	105.00	$ 5.00		$ 525.00		105.00	$ 525.00	$ -		These are subsidiary traffic signal items
42	682 6001	VEH SIG SEC 112") LED (GRN)	EA	13.00	13.00	$ 465.00	$ 350.00	$ 6045.00		13.00	$ 6,045.00	$ -	33%	These are bid items that aren't in original bid
43	682 6002	VEH SIG SEC 71 2") LED GRN ARW)	EA	7.00	7.00	$ 465.00	$ 350.00	$ 3255.00		7.00	$ 3,255.00	$ -	33%	These are bid items that aren't in original bid
44	682 6003	VEH SIG SEC (1 2") LED (YEL)	EA	13.00	13.00	$ 465.00	$ 350.00	$ 6045.00	-12.00	1.00	$ 465.00	$ (4,200.00)	33%	
45	682 6004	VEH SIG SEC (12")LED(YEL ARW)	EA	7.00	7.00	$ 465.00	$ 350.00	$ 3255.00		7.00	$ 3,255.00	$ -	33%	These are bid items that aren't in original bid
46	682 6005	VEH SIG SEC (12")LED(RED)	EA	13.00	13.00	$ 465.00	$ 350.00	$ 6045.00	-4.00	9.00	$ 4,185.00	$ (1,400.00)	33%	
47	682 6006	VEH SIG SEC 17 2") LED (RED ARW)	EA	7.00	7.00	$ 465.00	$ 350.00	$ 3255.00		7.00	$ 3,255.00	$ -	33%	These are bid items that aren't in original bid
48	682 6007	VEH SIG SEC 71 2") LED (GRN U— TURN ARW)	EA	5.00	5.00	$ 465.00	$ 350.00	$ 2325.00		5.00	$ 2,325.00	$ -	33%	These are bid items that aren't in original bid
49	682 6008	VEH SIG SEC II 2") LED (YEL U-TURN ARW)	EA	5.00	5.00	$ 465.00	$ 350.00	$ 2325.00		5.00	$ 2,325.00	$ -	33%	These are bid items that aren't in original bid
50	682 6009	VEH SIG SEC (12")LED(RED U-TURN ARW)	EA	5.00	5.00	$ 465.00	$ 350.00	$ 2325.00		5.00	$ 2,325.00	$ -	33%	These are bid items that aren't in original bid
51	682 6060	BACKPLATE W/REFL BRDR(3 SEC)	EA	25.00	25.00	$ 215.00	$ 250.00	$ 5375.00		25.00	$ 5,375.00	$ -		These are bid items that aren't in original bid
52	684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	5,435.00	5,435.00	$ 3.00	$ 2.50	$ 16305.00	-1349.00	4086.00	$ 12,258.00	$ (3,372.50)	20%	
53	686 6008	INS TRF SIG PL AM (S)STR(TY B)LUM	ea				$ 6900.00		-4.00	-4.00	$ (27,600.00)	$ (27,600.00)		
54	690 6023	INSTALL OF TIMBER POLES	EA	9.00	9.00	$ 4315.00	$ 2000.00	$ 38835.00		9.00	$ 38,835.00	$ -	116%	These are bid items that aren't in original bid
55	6004 6031	ITS COM CBL (ETHERNET)	LF	180.00	180.00	$ 4.00	$ 10.00	$ 720.00		180.00	$ 720.00	$ -		These are bid items that aren't in original bid
56	6010 6002	CCTV FIELD EQUIPMENT (DIGITAL)	EA	2.00	2.00	$ 4700.00	$ 20000.00	$ 9400.00		2.00	$ 9,400.00	$ -		These are bid items that aren't in original bid
57	6058 6001	BBU SYSTEM IEXTERNAL BATT CABINET)	EA	2.00	2.00	$ 8800.00	$ 10000.00	$ 17600.00		2.00	$ 17,600.00	$ -		These are bid items that aren't in original bid
58	6292 6001	RVDS(PRESENCE DETECTION ONLY)	EA	7.00	7.00	$ 9200.00	$ 11000.00	$ 64400.00		7.00	$ 64,400.00	$ -		These are bid items that aren't in original bid
59	6292 6002	RVDS(ADVANCE DETECTION ONLY)	EA	4.00	4.00	$ 9200.00	$ 19000.00	$ 36800.00		4.00	$ 36,800.00	$ -		These are bid items that aren't in original bid
60	SUB1	RADAR PRESENCE DETECTOR COMM CABLE	LF	1,550.00	1,550.00	$ 4.00		$ 6200.00		1550.00	$ 6,200.00			These are subsidiary traffic signal items
61	SUB2	RADAR ADVANCE DETECTOR COMM CABLE	LF	1,035.00	1,035.00	$ 4.00		$ 4140.00		1035.00	$ 4,140.00			These are subsidiary traffic signal items
								$428,000.00			$ 350,195.00	$ (72,103.50)		
										Subcontract Mark up 5%	$ 20,098.95			
										Total	$370,293.95			

US 79 AT JUGHANDLE: FLASHING BEACON				
CONTRACTOR PROVIDED AND INSTALLED ITEMS				
TXDOT SPECS		DESCRIPTION	UNIT	TOTAL
ITEM NO.	DESC. CODE			
416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	52
618	6023	CONDT (PVC) (SCH 40) (2")	LF	90
620	6007	ELEC CONDR (NO.8) BARE	LF	45
620	6008	ELEC CONDR (NO.8) INSULATED	LF	1892
620	6009	ELEC CONDR (NO.6) BARE	LF	50
620	6010	ELEC CONDR (NO.6) INSULATED	LF	120
624	6010	GROUND BOX TY D (162922)W/APRON	EA	1
625	6002	ZINC-COAT STL WIRE STRAND (3/16")	LF	301
625	6004	ZINC-COAT STL WIRE STRAND (5/16")	LF	301
628	6165	ELC SRV TY D 120/240 070(NS)AL(E)SP(O)	EA	1
680	6001	INSTALL HWY TRF SIG (FLASH BEACON)	EA	1
*	*	POLE MOUNTED FLASHER CABINET	EA	1
*	*	FLASHING BEACON CONTROLLER	EA	1
*	*	250 W EQ LED LUMINAIRE	EA	4
682	6003	VEH SIG SEC (12")LED(YEL)	EA	12
682	6005	VEH SIG SEC (12")LED(RED)	EA	4
684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	1349
686	6008	INS TRF SIG PL AM (S)STR(TY B)LUM	EA	4

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	3/17/2023	**Project:**	FM3349 @ US79	**County:**	WILLIAMSON
CO Pricing Good For:	**15 Days**	**Control:**	4400005752	**Highway:**	FM3349
Description:	ADDITIONAL TRAFFIC CONTROL	**Original Contract:**	**Net CO:**	**Revised Contract:**	
Estimated Qty:	1.00 LS	**Narrative:**	ADDED TRAFFIC CONTROL- CHANGE ORDER #1- 1 FULL WEEK ESTIMATE WITH TRAFFIC CONTROL/SURVEY CREWS- 13 ESTIMATED LANE CLOSURES ON HWY79, CR101, FM3349, & EAST TA. SUPPORT AND OVERSIGHT FOR ALL TRAFFIC CONTROL AND AFFILIATED SUBCONTRACTORS		
Estimated Change in Contract Sum:	$ 54,345.68				
Estimated Change In Contract Time:	TBD				

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

LABOR	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
FOREMAN	40.00	0.00	HR	$ 52.50	$ 78.75	$ 2,100.00
CERTIFIED FLAGGER/OPERATOR	40.00	0.00	HR	$ 28.00	$ 42.00	$ 1,120.00
CERTIFIED FLAGGER/OPERATOR	40.00	0.00	HR	$ 28.00	$ 42.00	$ 1,120.00
EXCAVATOR OPERATOR	40.00	0.00	HR	$ 30.00	$ 45.00	$ 1,200.00
CDL OPERATOR	40.00	0.00	HR	$ 25.00	$ 37.50	$ 1,000.00
SURVEY PARTY CHIEF	40.00	0.00	HR	$ 42.50	$ 63.75	$ 1,700.00
SURVEY LABORER	40.00	0.00	HR	$ 22.00	$ 33.00	$ 880.00
					Subtotal	$ 9,120.00
					25% Profit	$ 2,280.00
					55% Burdens	$ 5,016.00
					Total Labor	**$ 16,416.00**

EQUIPMENT	**QTY**	**UM**	**Rate**	**Extended**
FOREMEN TRUCK	50	HRS	$ 41.74	$ 2,087.00
TRAFFIC CONTROL TRUCK	50	HRS	$ 28.45	$ 1,422.50
SURVEY TRUCK	50	HRS	$ 28.45	$ 1,422.50
TMA RENTAL	1	MO	$ 3,500.00	$ 3,500.00
			Subtotal	$ 8,432.00
			15% Profit	$ 1,264.80
			Total Equipment	**$ 9,696.80**

SUBCONTRACTORS	**QTY**	**UM**	**Price**	**Extended**
TEXAS TRAFFIC & BARR- LANE CLOSURE	12.00	EA	$ 2,198.00	$ 26,376.00
POLICE OFFICERS (TO BE PAID VIA FORCE ACCOUNT ITEM)				
			Subtotal	$ 26,376.00
			5% Profit	$ 1,318.80
			Total Subcontract	**$ 27,694.80**

MATERIAL	**QTY**	**UM**	**Price**	**Extended**
			Subtotal	$ -
			25% Markup	$ -
			Total Material	**$** -

TOTAL OF WORK PERFORMED	**$ 53,807.60**
BOND FEE (ADD 1%)	**$ 538.08**
TOTAL COST	**$ 54,345.68**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 54,345.68**

TCP ITEMS		UOM	DELTA QTY
512 6005	PORT CTB (FUR & INST)(F-SHAPE)(TY 1)	LF	5635
512 6053	PORT CTB (REMOVE)(F-SHAPE)(TY 1)	LF	5635
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6

ROADWAY ITEMS		UOM	DELTA QTY
105 6008	REMOVING STAB BASE AND ASPH PAV (6")	SY	288
105 6077	REMOVING STAB BASE & ASPH PAV (8")	SY	157
110 6001	EXCAVATION (ROADWAY)	CY	693
132 6047	EMBANKMENT (FINAL) (ORD COMP) (TY C1)	CY	330
216 6001	PROOF ROLLING	HR	16
247 6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	640
260 6011	LIME TRT (EXST MATL) (12")	SY	1964
260 6043	LIME (HYD, COM OR QK)(SLURRY)	TON	56
310 6001	PRIME COAT (MULTI OPTION)	GAL	472
432 6001	RIPRAP (CONC) (4IN)	CY	18
529 6025	CONC CURB (TY III)	LF	294
3076 6001	D-GR HMA TY-B PG64-22	TON	495
3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)	TON	565
3076 6048	D-GR HMA TY-D PG76-22	TON	184.9
3076 6072	D-GR HMA TY-D PG 76-22 (EXEMPT)	TON	67
3081 6008	TOM-C PG 76-22 SAC-B	TON	99.2
3084 6001	BONDING COURSE	GAL	389

DRAINAGE ITEMS		UOM	DELTA QTY
464 6017	RC PIPE (CL IV) (18 IN)	LF	16

SIGNING ITEMS		UOM	DELTA QTY
644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	3
644 6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	EA	49
644 6028	IN SM RD SN SUP&AM TYS80(1)SA(P-BM)	EA	2
644 6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	EA	24
644 6040	IN SM RD SN SUP&AM TYS80 (1) SB (P-BM)	EA	4
644 6042	IN SM RD SN SUP&AM TYS80 (1) SB (T)	EA	4
644 6076	REMOVE SM RD SN SUP&AM	EA	21

PAVEMENT MARKING & D&OM ITEMS		UOM	DELTA QTY
658 6060	REMOVE DELIN & OBJECT MARKER ASSMS	EA	28
658 6083	INSTL DEL ASSM (D-SW)SZ1(WFLX)SRF	EA	28
658 6084	INSTL DEL ASSM (D-SW)SZ 1(WFLX)SRF(BI)	EA	52
658 6094	INSTL DEL ASSM (D-DW)SZ 1(WFLX)SRF	EA	20
666 6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	708
666 6012	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	5587
666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	253
666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	17
666 6063	REFL PAV MRK TY I(W)(UTURN ARW)(100MIL)	EA	9
666 6072	REFL PAV MRK TY I (LNDP ARW) (100MIL)	EA	2
666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	23
666 6102	REF PAV MRK TY I(W)36"(YLD TRI)(100MIL)	EA	48
666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	4106
666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	285
666 6176	REFL PAV MRK TY II (W) 8" (DOT)	LF	78
666 6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	1265
666 6224	PAVEMENT SEALER 4"	LF	11287
666 6230	PAVEMENT SEALER 24"	LF	253
666 6231	PAVEMENT SEALER (ARROW)	EA	17
666 6232	PAVEMENT SEALER (WORD)	EA	20
666 6236	PAVEMENT SEALER (UTURN ARROW)	EA	6
666 6237	PAVEMENT SEALER (LNDP ARROW)	EA	2
666 6243	PAVEMENT SEALER (YLD TRI)	EA	14
666 6345	REF PROF PAV MRK TY I(Y)4"(SLD)(100MIL)	LF	680
666 6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	886
672 6009	REFL PAV MRKR TY II-A-A	EA	66
672 6010	REFL PAV MRKR TY II-C-R	EA	45
677 6001	ELIM EXT PAV MRK & MRKS (4")	LF	1507
677 6003	ELIM EXT PAV MRK & MRKS (8")	LF	283
677 6005	ELIM EXT PAV MRK & MRKS (12")	LF	399
677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	168
677 6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	19
677 6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	20
677 6019	ELIM EXT PAV MRK & MRKS (36") (YLD TRI)	EA	34
677 6036	ELIM EXT PAV MRK & MRKS (UTURN ARROW)	EA	3

EROSION CONTROL ITEMS		UOM	DELTA QTY
160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	5837
164 6035	DRILL SEEDING (PERM) (RURAL) (CLAY)	SY	5837
164 6041	DRILL SEEDING (TEMP) (WARM)	SY	1600
164 6043	DRILL SEEDING (TEMP) (COOL)	SY	1600
168 6001	VEGETATIVE WATERING	MG	18
169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	5837
506 6001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	30
506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	30
506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	360
506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	360

TRAFFIC SIGNAL ITEMS				
ITEM		DESCRIPTION	UOM	DELTA QTY
500	6001	MOBILIZATION	LS	1
618	6023	CONDT (PVC) (SCH 40) (2")	LF	250
618	6029	CONDT (PVC) (SCH 40) (3")	LF	180
618	6070	CONDT (RM) (2")	LF	80
618	6074	CONDT (RM) (3")	LF	140
620	6008	ELEC CONDR (NO.8) INSULATED	LF	3240
620	6011	ELEC CONDR (NO.4) BARE	LF	430
620	6012	ELEC CONDR (NO.4) INSULATED	LF	210
624	6002	GROUND BOX TY A (122311)W/APRON	EA	1
624	6010	GROUND BOX TY D (162922)W/APRON	EA	3
625	6001	ZINC-COAT STL WIRE STRAND (1/4")	LF	540
625	6003	ZINC-COAT STL WIRE STRAND (3/8")	LF	2658
628	6165	ELC SRV TY D 120/240 070(NS)AL(E)SP(O)	EA	1
628	6167	ELC SRV TY D 120/240 070(NS)AL(E)TP(O)	EA	1
680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	2
680	SUB1	CONTROLLER FULL-ACTUATED W/CABINET	EA	2
680	SUB2	TRAFFIC SIGNAL CONTROLLER FOUNDATION	EA	2
680	SUB3	GROUND ROD	EA	17
680	SUB4	DETECTOR CARD RACK	EA	2
680	SUB5	DETECTOR UNIT (DUAL CHANNEL)	EA	24
680	SUB6	LED ROADWAY LUMINAIRE (120/240 EQ)	EA	4
680	SUB7	D3-1G SIGN "US 79" (48"x18")	EA	4
680	SUB8	R3-8uT "U-TURN ONLY" (30"x36")	EA	3
680	SUB9	R3-8LR "LANE ASSIGNMENT SIGN" (36"x30")	EA	1
680	SUB9	MANAGED HARDENED ETHERNET SWITCH	EA	1
680	SUB10	R10-10L "LEFT TURN SIGNAL" (30"x36")	EA	1
680	SUB10	POWER SUPPLY (FOR ETHERNET)	EA	1
680	SUB11	MANAGED HARDENED ETHERNET SWITCH	EA	1
680	SUB11	900 MHZ SPREAD SPECTRUM RADIO WITH YAGI ANTENNA AND CABLES (LOCAL COMM) COMPLETE	EA	1
680	SUB12	POWER SUPPLY (FOR ETHERNET)	EA	1
680	SUB12	GPS CLOCK	EA	1
680	SUB13	900 MHZ SPREAD SPECTRUM RADIO WITH YAGI ANTENNA AND CABLES (LOCAL COMM) COMPLETE	EA	1
680	SUB13	ITS COMM CABLE (YAGI)	LF	75
680	SUB14	GPS CLOCK	EA	1
680	SUB15	ITS COMM CABLE (YAGI)	LF	105
682	6001	VEH SIG SEC (12")LED(GRN)	EA	13
682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	7
682	6003	VEH SIG SEC (12")LED(YEL)	EA	13
682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	7
682	6005	VEH SIG SEC (12")LED(RED)	EA	13
682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	7
682	6007	VEH SIG SEC (12")LED(GRN U-TURN ARW)	EA	5
682	6008	VEH SIG SEC (12")LED(YEL U-TURN ARW)	EA	5
682	6009	VEH SIG SEC (12")LED(RED U-TURN ARW)	EA	5
682	6060	BACKPLATE W/REFL BRDR(3 SEC)	EA	25
684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	5435
690	6023	INSTALL OF TIMBER POLES	EA	9
6004	6031	ITS COM CBL (ETHERNET)	LF	180
6010	6002	CCTV FIELD EQUIPMENT (DIGITAL)	EA	2
6058	6001	BBU SYSTEM (EXTERNAL BATT CABINET)	EA	2
6292	6001	RVDS(PRESENCE DETECTION ONLY)	EA	7
6292	6002	RVDS(ADVANCE DETECTION ONLY)	EA	4
6292	SUB1	RADAR PRESENCE DETECTOR COMM CABLE	LF	1550
6292	SUB2	RADAR ADVANCE DETECTOR COMM CABLE	LF	1035

NOTES:

1. FOR CONTRACTOR'S INFORMATION ONLY; SUBSIDIARY TO OTHER ITEMS.
2. CONSTRUCTION EXITS TO BE PLACED AS APPROVED BY THE CONSTRUCTION REPRESENTATIVE.

NO.	DATE	REVISION	APPROVED
1	1/10/23	Added WB U-Turn Lane	PAF

WILLIAMSON COUNTY 1848

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

SUMMARY OF QUANTITIES CHANGE ORDER #1

SHEET 1 OF 1

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
FT	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	WILLIAMSON	35A
CHECK	CONTROL	SECTION	JOB	
CHECK	3486	01	008, ETC	

SHEET 35A

PLOT DRIVER: $PLTDRVS$
USER: $USER$
FILE: $FILES$
PENTABLE: $PENTBLS$
DATE: $DATE$
TIME: $TIME$
SCALE: $SCALESHORT$

Commissioners Court - Regular Session **61.**

Meeting Date: 04/25/2023

22IFB139 FM 3349 at US 79 - Change Order #2 (City Of Hutto Water Line Material Change)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $82,000 for Project 22IFB139 FM 3349 at US 79 (James Construction) P: 332 Funding Source: Road Bond.

Background

The original bid item 36-inch Ductile Iron Pipe has long lead time for material procurement and is not readily available. The Contractor proposed two options with shorter lead times to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC pipe as an alternative with $82,000 increase in cost over the current item and allows contractor to procure the material faster. The cost of this material change is 100% reimbursable by the City of Hutto. See attached Change Order for additional details.

This Change Order results in a net increase of $82,0000 to the Contract amount, for an adjusted Contract total of $82,948,392.54. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $1,007,354.41 has been added to the Contract, resulting in an 1.23% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB139-FM3349_CO#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/20/2023 09:26 AM
Form Started By: Julissa Vasquez		Started On: 04/19/2023 01:22 PM
Final Approval Date: 04/20/2023		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **James Construction Group**

2. Change Order Work Limits: Sta. **0+10.44** to Sta. **4+98.31**

3. Type of Change(on federal-aid non-exempt projects): **M** (Major/Minor)

4. Reasons: **3D** (3 Max. - In order of importance - Primary first)

Project:	***22IFB139***
Roadway:	***FM 3349***
CSJ Number:	***Williamson Co***

5. Describe the work being revised:

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with $82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **01C-02 - 01C-03**

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 4/19/23

By _____

Kyle Oldham
Typed/Printed Name

Project Manager
Typed/Printed Title

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount added by this change order: **$82,000.00**

RECOMMENDED FOR EXECUTION:

_____ 4/19/23
Project Manager Date

N/A
Design Engineer Date

_____ 4/20/2023
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: *2* ***Project #*** *22IFB139*

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
W1.17.G (A)	Furnish and install 36" Ductile Iron Pipe Carrier Pipe (Class 200 psi) including excavation, ground and surface water dewatering, embedment, backfill, metallic underground warning tape, adaptors, couplings, joint restraints, polyethylene wrap, surface restoration, disposal of excess material, incidental work not covered by other bid items, 3/8" F bedding and backfill, and appurtenances, Complete in Place.	LF	$586.00	964.00	$564,904.00	(964.00)	0.00	$0.00	($564,904.00)
W1.17.G.1	Furnish and install 36" PVC Pipe Carrier Pipe DR 18 including excavation, ground and surface water dewatering, embedment, backfill, metallic underground warning tape, adaptors, couplings, joint restraints, polyethylene wrap, surface restoration, disposal of excess material, incidental work not covered by other bid items, 3/8" F bedding and backfill, and appurtenances, Complete in Place.	LF	$671.06	0.00	$0.00	964.00	964.00	$646,904.00	$646,904.00
TOTALS					$0.00			$0.00	$82,000.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

FM3349 at US 79
Williamson County Project No. 22IFB139

Change Order No. 2

Reason for Change

The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with $82,000 increase in cost to the current item and allows contractor to procure material faster. The cost of this material change is 100% reimbursable by the City of Hutto.

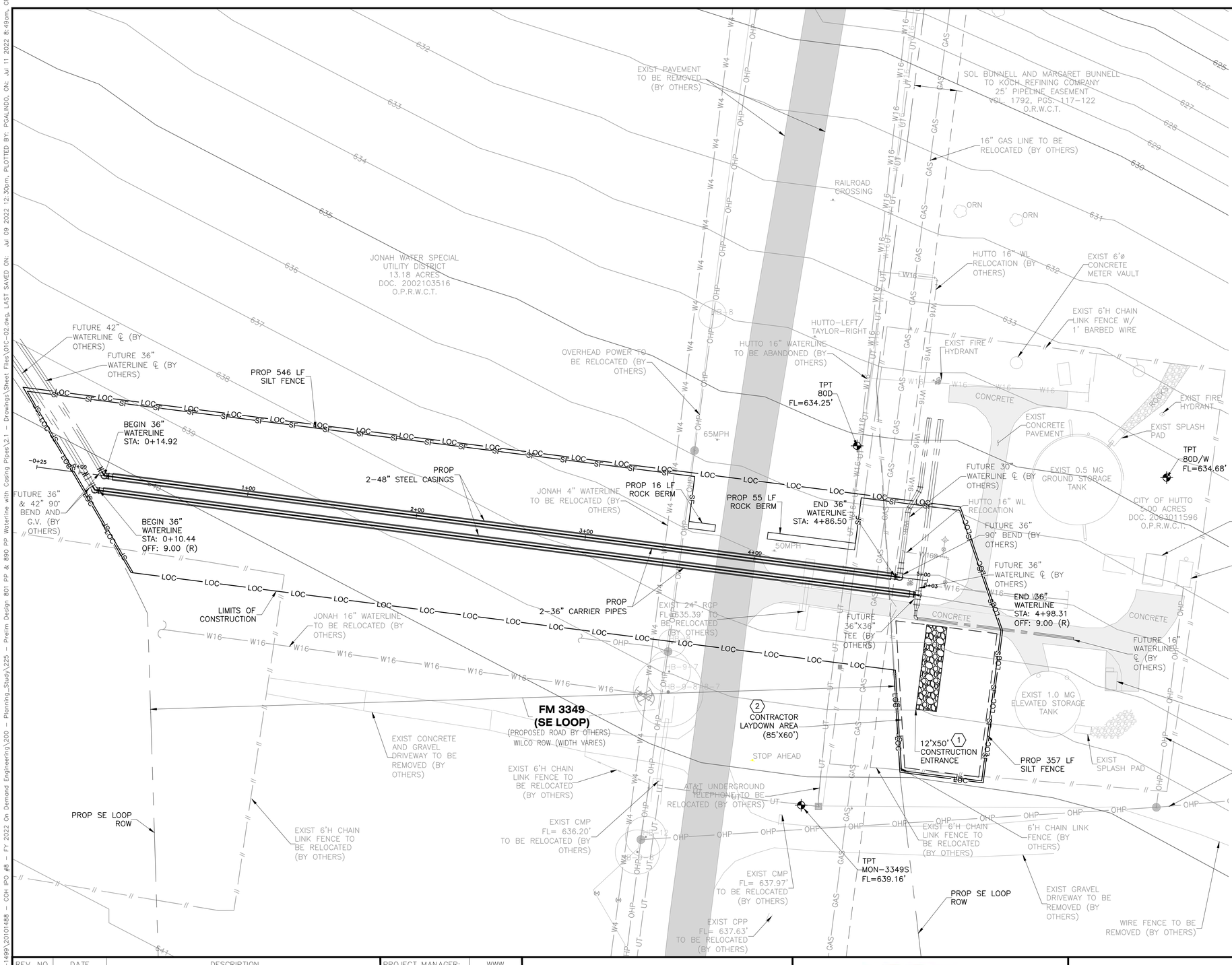
Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
W1.17.G.1	Furnish and install 36” PVC Pipe Carrier Pipe DR 18 including excavation, ground and surface water dewatering, embedment, backfill, metallic underground warning tape, adaptors, couplings, joint restraints, polyethylene wrap, surface restoration, disposal of excess material, incidental work not covered by other bid items, 3/8” F bedding and backfill, and appurtenances, Complete in Place.	964	LF

This Change Order results in a net increase of $82,0000 to the Contract amount, for an adjusted Contract total of $82,948,392.54. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $1,007,354.41 has been added to the Contract, resulting in an 1.23% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.



LEGEND

- EXIST ROW
- EXIST CHAIN LINK FENCE
- W4 — EXIST JONAH 4" WL
- W16 — EXIST TAYLOR/HUTTO 16" WL
- OHP — EXIST OVERHEAD POWER LINE
- UT — EXIST UNDERGROUND TELEPHONE
- GAS — EXIST GAS LINE
- SF — PROP SILT FENCE
- LOC — PROP LIMITS OF CONSTRUCTION

EROSION CONTROL NOTES:

1. THE LOCATION OF THE CONCRETE WASHOUTS WILL BE DETERMINED ONCE CONSTRUCTION HAS BEGUN AND WILL BE PROPERLY NOTATED ON THE SITE MAP AT THAT TIME.
2. ALL REQUIRED NOTICES AND PERMITS MUST BE PLACED IN A HIGHLY VISIBLE LOCATION ONSITE BEFORE THE COMMENCEMENT OF CONSTRUCTION.
3. ALL EROSION AND SEDIMENTATION CONTROLS (ESC) MUST BE INSTALLED PRIOR TO ANY DISTURBANCE TO THE PROJECT SITE.
4. INSTALL SILT FENCE ACCORDINGLY FOR RUN–ON DIVERSION OR OFFSITE SEDIMENT CONTROL DEPENDING ON UP OR DOWN SLOPE, FACING POST SIDE ON THE DOWN GRADIENT SIDE.
5. ALL ESC USED ONSITE MUST BE REGULARLY MONITORED AND MAINTAINED AS NEEDED.
6. MUD AND OR DIRT TRACKED INTO THE ROADWAY MUST BE IMMEDIATELY REMOVED UPON DISCOVERY.
7. EXCESS MATERIALS THAT WILL BE TRANSPORTED TO AN OFFSITE LOCATION MUST HAVE THAT LOCATION CLEARED BY CITY INSPECTOR.
8. LOOSE TRASH AND DEBRIS MUST BE DISPOSED OF PROPERLY ONSITE.
9. CONTRACTOR SHALL MAINTAIN AND UTILIZE DUST CONTROL FOR THE DURATION OF THE PROJECT.
10. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT PREVENTS TRACKING ONTO THE PUBLIC ROADWAY ON AN ONGOING/REGULAR BASIS.
11. INITIATE TEMPORARY STABILIZATION WHEN CONSTRUCTION CEASES IN A DISTURBED AREA FOR 14 DAYS.
12. CITY INSPECTOR MAY REQUEST ADDITIONAL CONTROLS BE INSTALLED ONSITE AS NEEDED.
13. CONTRACTOR MUST REMOVE SEDIMENT FROM ALL STORM SEWER INLET BOXES, LINES, PIPES AND CULVERTS BEFORE CONDITIONAL/FINAL ACCEPTANCE CAN OBTAINED.
14. PERMITTEE SHALL INSPECT ALL INLET PROTECTION DEVICES AS PART OF THE WEEKLY SWP3 REPORT, UPON RECEIVING A FORECAST CALLING FOR A RAIN EVENT FOR AN EXTENDED PERIOD, MODIFICATION OF INLET PROTECTION SHOULD BE MADE TO PREVENT FLOODING OR PONDING OF WATER IF TRAFFIC OR PROPERTY CONCERNS ARISE.
15. ANY DE–WATERING OPERATIONS MUST BE APPROVED BY THE CITY ENVIRONMENTAL INSPECTOR BEFORE DE–WATERING OCCURS. THE DE–WATERING METHOD MUST MINIMIZE THE DISCHARGE OF SUSPENDED SEDIMENTS TO THE GREATEST EXTENT FEASIBLE.

KEY NOTES:

1. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL REMOVE CONSTRUCTION ACCESS ROAD. RESTORE ROADSIDE DITCH TO EXIST GRADE.
2. CONTRACTOR SHALL INSTALL 4'H ORANGE SAFETY FENCING AROUND LAYDOWN AREA WHERE LOCATED WITHIN PUMPING STATION FENCING.

REV. NO.	DATE	DESCRIPTION

PROJECT MANAGER:	WWW
DESIGNED BY:	JPGR
CHECKED BY:	JTH
DRAWN BY:	JPGR
DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING G–100
AUSTIN, TX 78746
TEL: (512) 614–6171
T.B.P.E. FIRM NO. F–13162

CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS
JORDAN T. HURTA
143332
LICENSED PROFESSIONAL ENGINEER
7/11/2022

801PP AND 890PP WATERLINES

EROSION AND SEDIMENTATION CONTROL PLAN

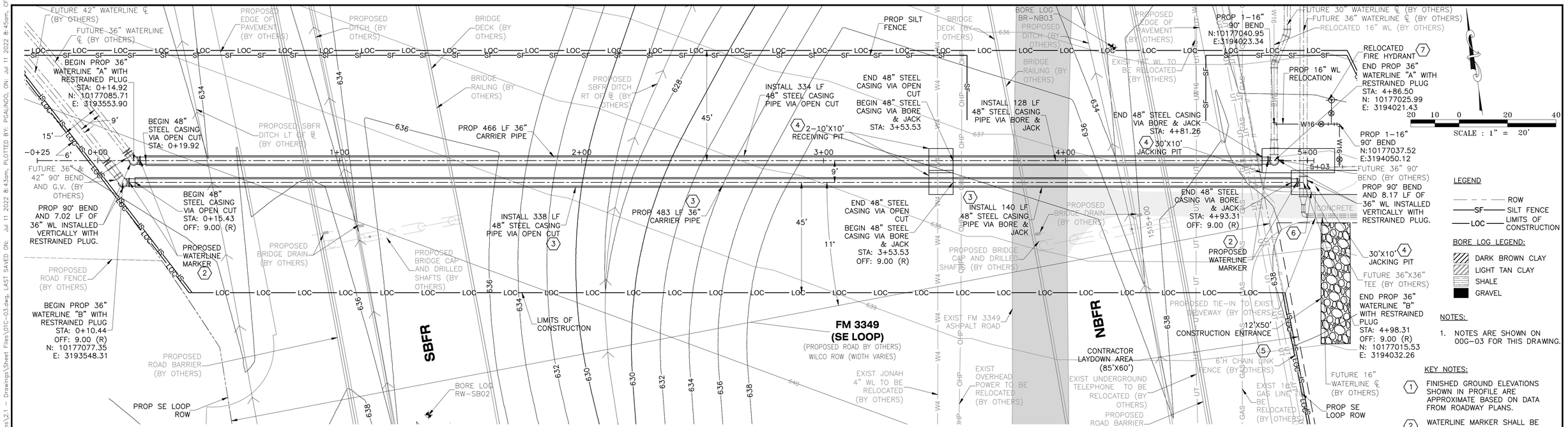
DATE: JULY 2022

SCALE: 1" = 30'

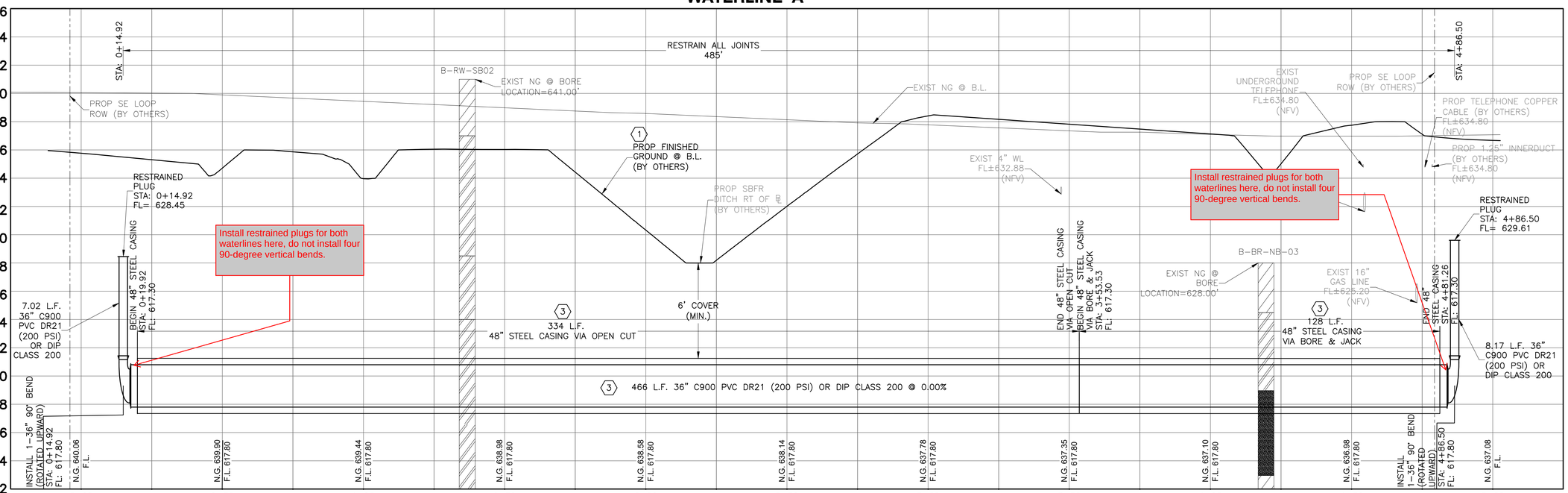
DRAWING: 01C-02

FILENAME: Z:\Projects 1400-1499\20101488 - COH IPO #8 - FY 2022 On Demand Engineering\200 - Planning_Study\225 - Prelim Design 801 PP & 890 PP Waterline with Casing Pipes\2.1 - Drawings\Sheet Files\01C-02.dwg, LAST SAVED ON: Jul 09 2022 12:30pm, PLOTTED BY: PGALINDO, ON: Jul 11 2022 8:49am, CFG:

FILENAME: Z:\Projects 1400-1499\20101488 - COH IPO #8 - FY 2022 On Demand Engineering\200 - Planning_Study\225 - Prelim Design 801 PP & 890 PP Waterline with Casing Pipes\2.1 - Drawings\Sheet Files\01C-03.dwg, LAST SAVED ON: Jul 11 2022 8:43am, PLOTTED BY: PGAUNDO, ON: Jul 11 2022 8:45am, CFG:



WATERLINE "A"



KEY NOTES:

1. FINISHED GROUND ELEVATIONS SHOWN IN PROFILE ARE APPROXIMATE BASED ON DATA FROM ROADWAY PLANS.
2. WATERLINE MARKER SHALL BE REPNET 3-RAIL 66" FIBERGLASS BLUE MARKER (PART #RFR66CBGD1333C) WITH CUSTOM ADDITIONAL LETTERING TO READ "COH 5124502150"
3. WATERLINE MATERIALS, FITTINGS, AND ELEVATIONS FOR WATERLINE "B" ARE IDENTICAL TO WATERLINE "A". QUANTITIES AND STATIONS FOR WATERLINE "A" AND "B" ARE AS SHOWN IN PLAN VIEW.
4. JACKING AND RECEIVING PIT DIMENSIONS AND LOCATIONS ARE APPROXIMATE. ACTUAL DIMENSIONS SHALL BE DETERMINED BY CONTRACTOR. LARGER PITS SHALL BE AT NO ADDITIONAL COST TO OWNER. INSTALL 4'H ORANGE SAFETY FENCING AROUND PITS. CONTRACTOR MAY ELECT TO REDUCE THE 9.0' DISTANCE FROM CASING CENTER TO CENTER PER HIS SELECTED MEANS AND METHODS OF BORE & JACK AND SUBSEQUENT OPEN CUT OPERATIONS. SUBMIT PROPOSED PLAN TO ENGINEER FOR APPROVAL. NO SEPARATE PAY.
5. CONTRACTOR SHALL MAINTAIN WATER PLANT SECURITY VIA CHAINLINK FENCING THROUGH THE DURATION OF CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY 6'H CHAIN LINK FENCE WITH 1-FT BARBWIRE AS NEEDED, NO SEPARATE PAY.
6. CONTRACTOR SHALL MAINTAIN ACCESS TO EXIST PUMPING STATION AT ALL TIMES DURING CONSTRUCTION
7. CONTRACTOR SHALL REMOVE ALL ROCK AND DEBRIS BY HAND PRIOR TO FINAL CLEANING AND FLUSHING. FOR CLEANING, FLUSHING AND PRESSURE TESTING, CONTRACTOR MAY ELECT TO USE WATER FROM RELOCATED FIRE HYDRANT AND CONNECT TO PROPOSED PIPELINE VIA TEMPORARY PIPING, TEMPORARY BLOW OFFS, AND TEMPORARY REDUCERS TO CONNECT 36" TO STANDARD HYDRANT CONNECTION. NO SEPARATE PAY.

REV. NO.	DATE	DESCRIPTION

PROJECT MANAGER:	WWW
DESIGNED BY:	JPGR
CHECKED BY:	JTH
DRAWN BY:	JPGR
DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING G-100
AUSTIN, TX 78746
TEL: (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS
JORDAN T. HURTA
143332
LICENSED PROFESSIONAL ENGINEER
7/11/2022

801PP AND 890PP WATERLINES

801 PP AND 890 PP WATERLINES PLAN & PROFILE - STA 0+00 TO 4+78

DATE: JULY 2022

SCALE: HORIZ: 1"=20' VERT: 1"=4'

DRAWING: 01C-03

Oscar Salazar-Bueno

From: Matt Rector <Matt.Rector@HuttoTX.gov>
Sent: Tuesday, March 28, 2023 12:52 PM
To: Oscar Salazar-Bueno; Asif Mirzazada; Richard Rodriguez; Wiley Webb
Cc: 61272_FM3349AtUS79; Matt Edwards; Steven Shull; Christen Eschberger; Kim Scherer
Subject: RE: 3486-01-008 - RFI# 10906-012 - PATIN- MATERIAL CHANGE REQUEST - ACTION REQUIRED

Oscar,

City Council approved the first reading of the ordinance on Thursday 3/23/23. The second reading is scheduled for 4/6/23 and is usually just a formality.

Thank you,

Matt Rector
City Engineer
Engineering | City of Hutto

From: Oscar Salazar-Bueno <osalazarbueno@HNTB.com>
Sent: Monday, March 20, 2023 5:57 PM
To: Matt Rector <Matt.Rector@HuttoTX.gov>; Asif Mirzazada <amirzazada@hntb.com>; Richard Rodriguez <Richard.Rodriguez@HuttoTX.gov>; Wiley Webb <wwebb@DCS-ENGINEERING.COM>
Cc: 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Matt Edwards <Matt.Edwards@HuttoTX.gov>; Steven Shull <sshull@HNTB.com>; Christen Eschberger <ceschberger@HNTB.com>; Kim Scherer <kscherer@HNTB.com>
Subject: Re: 3486-01-008 - RFI# 10906-012 - PATIN- MATERIAL CHANGE REQUEST - ACTION REQUIRED

Hi Matt,
Yes, we need to put together a change order to reflect the change in material and added cost to the contract. It has to be approved by TxDOT and WilCo, But with written agreement from the City we can proceed to procure the material while we processed the change order.

Thanks,

Oscar

Get Outlook for iOS

From: Matt Rector <Matt.Rector@HuttoTX.gov>
Sent: Monday, March 20, 2023 5:14:41 PM
To: Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Asif Mirzazada <amirzazada@hntb.com>; Richard Rodriguez <Richard.Rodriguez@HuttoTX.gov>; Wiley Webb <wwebb@DCS-ENGINEERING.COM>
Cc: 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Matt Edwards <Matt.Edwards@HuttoTX.gov>; Steven Shull <sshull@HNTB.com>; Christen Eschberger <ceschberger@HNTB.com>; Kim Scherer <kscherer@HNTB.com>
Subject: RE: 3486-01-008 - RFI# 10906-012 - PATIN- MATERIAL CHANGE REQUEST - ACTION REQUIRED

Oscar,

Once we have the green light does this need to go to County Commissioners?

Thank you,

Matt Rector
City Engineer
Engineering | City of Hutto

From: Oscar Salazar-Bueno <osalazarbueno@HNTB.com>
Sent: Tuesday, March 14, 2023 4:20 PM
To: Asif Mirzazada <amirzazada@hntb.com>; Richard Rodriguez <Richard.Rodriguez@HuttoTX.gov>; Wiley Webb <wwebb@DCS-ENGINEERING.COM>
Cc: 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Matt Rector <Matt.Rector@HuttoTX.gov>; Matt Edwards <Matt.Edwards@HuttoTX.gov>; Steven Shull <sshull@HNTB.com>; Christen Eschberger <ceschberger@HNTB.com>; Kim Scherer <kscherer@HNTB.com>
Subject: RE: 3486-01-008 - RFI# 10906-012 - PATIN- MATERIAL CHANGE REQUEST - ACTION REQUIRED

Richard/Matt Rector,

Any movement on this RFI? As you know this is a long lead item and we would like to respond to the contractor so they can order the material.

Thanks,

Oscar Salazar-Bueno, PE
Sr. Resident Engineer
Williamson County Road Bond Program
Tel (512) 527-6734 **Mobile** (737) 237-3581 **Email** osalazarbueno@hntb.com

HNTB CORPORATION
101 E. Old Settlers Blvd., Ste. 225 | Round Rock, TX 78664 | hntb.com

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From: Asif Mirzazada <amirzazada@hntb.com>
Sent: Monday, March 6, 2023 5:43 PM
To: Richard Rodriguez <Richard.Rodriguez@HuttoTX.gov>; Wiley Webb <wwebb@DCS-ENGINEERING.COM>
Cc: 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Matt Rector <Matt.Rector@HuttoTX.gov>; Matt Edwards <Matt.Edwards@HuttoTX.gov>; Steven Shull <sshull@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>
Subject: RE: 3486-01-008 - RFI# 10906-012 - PATIN- MATERIAL CHANGE REQUEST

Hello Richard/Wiley,
Just following up on status of attached RFI and approval of COH on proceeding the change order with increase in cost from current contract item.

Thank you,

Asif Mirzazada
Sr. Field Engineer
Williamson County Road Bond Program
Mobile (512) 987-9179 **Email** amirzazada@hntb.com

From: Asif Mirzazada
Sent: Tuesday, February 28, 2023 10:44 AM
To: Richard Rodriguez <Richard.Rodriguez@HuttoTX.gov>
Cc: 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Matt Rector <Matt.Rector@HuttoTX.gov>; Matt Edwards <Matt.Edwards@HuttoTX.gov>; Wiley Webb <wwebb@DCS-ENGINEERING.COM>; Steven Shull <sshull@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>
Subject: RE: 3486-01-008 - RFI# 10906-012 - PATIN- MATERIAL CHANGE REQUEST

Hi Richard,
Thank you for the reply.

Please note that the DR-18 PVC will have $82K increase in cost from our current contract item. Please confirm that we have the city's approval to prepare a change order for this amount.

Thank you,

Asif Mirzazada
Sr. Field Engineer
Williamson County Road Bond Program
Mobile (512) 987-9179 **Email** amirzazada@hntb.com

From: Richard Rodriguez <Richard.Rodriguez@HuttoTX.gov>
Sent: Tuesday, February 28, 2023 8:35 AM
To: Asif Mirzazada <amirzazada@hntb.com>
Cc: 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Matt Rector <Matt.Rector@HuttoTX.gov>; Matt Edwards <Matt.Edwards@HuttoTX.gov>
Subject: RE: 3486-01-008 - RFI# 10906-012 - PATIN- MATERIAL CHANGE REQUEST

We would like to move forward with DR 18 PVC. Higher pressure rating.

From: Asif Mirzazada <amirzazada@hntb.com>
Sent: Monday, February 27, 2023 8:00 AM
To: Richard Rodriguez <Richard.Rodriguez@HuttoTX.gov>
Cc: 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>
Subject: FW: 3486-01-008 - RFI# 10906-012 - PATIN- MATERIAL CHANGE REQUEST

Good morning Richard,
Just following up with this RFI. I sent this over to Wiley last week and wondering if you have received this from him. It is a long leading item and I would appreciate if you review or point me out to the right person.

Thank you,

Asif Mirzazada
Sr. Field Engineer
Williamson County Road Bond Program
Mobile (512) 987-9179 **Email** amirzazada@hntb.com

From: Asif Mirzazada
Sent: Monday, February 20, 2023 9:37 AM
To: Wiley Webb <wwebb@DCS-ENGINEERING.COM>
Cc: 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>
Subject: FW: 3486-01-008 - RFI# 10906-012 - PATIN- MATERIAL CHANGE REQUEST

Good morning Wiley,
Please see attached RFI 012 for WL material change request.

Thank you,

Asif Mirzazada
Sr. Field Engineer
Williamson County Road Bond Program
Mobile (512) 987-9179 **Email** amirzazada@hntb.com

From: Hector Garcia <hector.garcia@prim.com>
Sent: Monday, February 20, 2023 8:18 AM
To: Asif Mirzazada <amirzazada@hntb.com>
Cc: 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Kyle Oldham <koldham@prim.com>; Dalimar Rosario <drosario@prim.com>; Jeff Birkhead <jeff@patincon.com>; David Garza <David.Garza@patincon.com>
Subject: 3486-01-008 - RFI# 10906-012 - PATIN- MATERIAL CHANGE REQUEST

Asif,

Attached is RFI 10906-012 from Patin regarding Hutto Water and a material change request. Please review. If a meeting is necessary between all parties please coordinate.

Thanks!!!

Hector Garcia
Project Engineer
PSC – James Construction Group

254-370-2064
hector.garcia@prim.com

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Commissioners Court - Regular Session **62.**

Meeting Date: 04/25/2023

22IFB39 - CR 111 Westinghouse Rd Change Order #9 (Water Service)

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. 9 in the amount of $14,282.00 for Project 22IFB39 CR 111 Westinghouse Rd (Capital Excavation) P: 292 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for additional work related to the Jonah water line. The plans called for relocating a resident's meter outside the ROW in order to construct the proposed roadway but did not address their existing service line. The existing service line had to be relocated outside the ROW as well to maintain water to the residence. Per Jonah's ILA, this portion of the water line is to be constructed with the CR 111 project at the County's expense. See attached Change Order for additional details.

This Change Order results in an increase of $14,282.00 to the Contract amount, for an adjusted Contract total of $22,124,041.18. The original Contract amount was $21,024,332.88. As a result of this and previous Change Orders, $1,099,708.30 has been added to the Contract, resulting in a 5.23% 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#9

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/20/2023 09:25 AM
Form Started By: Julissa Vasquez		Started On: 04/17/2023 01:57 PM
Final Approval Date: 04/20/2023		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 9

1. CONTRACTOR: Capital Excavation

2. Change Order Work Limits: Sta. 192+00 to Sta. 196+00

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:

1. Design Error or Omission. 1B Other: This Change Order compenstates the contractor for relocating the existing service line to tie into the new meter location. The meter was relocated outside of the new ROW per the plans, but the plans did no show a service line connection for the residence back in at this location. Per the ILA, the County must, at its own expense, pay all cost related to the relocation of Jonah's water lines.

6. Work to be performed in accordance with Items: See Attached.

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 4-17-23

By

Typed/Printed Name Scott J. Budd

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: **$14,282.00**

RECOMMENDED FOR EXECUTION:

Project Manager — 4/17/2023 Date

Design Engineer — N/A Date

for Program Manager — 4/17/2023 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: *9* ***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
J105-11A	1" Private Service line	LF	$38.60	0.00	$0.00	370.00	370.00	$14,282.00	$14,282.00
TOTALS					$0.00			$14,282.00	$14,282.00

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. 9

Reason for Change

This Change Order provides payment to the Contractor for additional work related to the Jonah water line. The plans called to relocate a resident's meter outside the ROW, in order to construct the proposed roadway but did not address their existing service line. The existing service line had to be relocated to maintain water to the residence. The meter and service line will be outside of the County's ROW. Per Jonah's ILA, this portion of the water line is to be constructed with the CR 111 project at the County's expense.

The following is a list of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
J105-11A	1" Private Service Line	370	LF

This Change Order results in an increase of $14,282.00 to the Contract amount, for an adjusted Contract total of $22,124,041.18. The original Contract amount was $21,024,332.88. As a result of this and previous Change Orders, $1,099,708.30 has been added to the Contract, resulting in a 5.23% 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.

Eddie R. Church

From: Andy Wynes <awynes@capitalexcavation.com>
Sent: Friday, March 3, 2023 9:30 AM
To: Steven Shull; Chuck Evans
Cc: Levi Pickett; Joe Chesney; Jorge Perez; Ricardo Garcia; Eddie R. Church; 61272 _CR111(FM1460toSH130); Oscar Salazar-Bueno; Eddie R. Church
Subject: RE: CR 111 - RFI #32 Waterline P Service Extension

Steve –

In lieu of our existing price for 1" pipe of $53.40/LF, we propose to use the unit price for item J105-08 of $38.60/LF for this extra work.

Thanks,

Andy Wynes
Project Manager
Capital Excavation
2967 Business Park DR, Buda, TX 78610
awynes@capitalexcavation.com | cell: 512.214.3709

From: Steven Shull <sshull@HNTB.com>
Sent: Friday, February 24, 2023 6:48 AM
To: Andy Wynes <awynes@capitalexcavation.com>; Chuck Evans <chevans@HNTB.com>
Cc: Levi Pickett <LPickett@capitalexcavation.com>; Joe Chesney <jchesney@capitalexcavation.com>; Jorge Perez <jperez@capitalexcavation.com>; Ricardo Garcia <ricardogarcia@capitalexcavation.com>; Eddie R. Church <erchurch@HNTB.com>; 61272_CR111(FM1460toSH130) <61272_CR111?FM1460toSH130?@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Eddie R. Church <erchurch@HNTB.com>
Subject: RE: CR 111 - RFI #32 Waterline P Service Extension

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Andy,
After discussing this with Jonah, they agree that this work needs to be done, but they can't justify paying the nearly $20k dollars for a 1in service. The plan quantity is only 35ft at a price of $53.40 per foot. Please provide a price proposal for a more reasonable price to install the additional 370lf service line. Once I receive it, I will see if Jonah will cover that cost if not we will have to work something out so that the residents will have water. Let me know if you have any questions.

Thanks,

Steven Shull
Construction Manager I
Williamson County Road Bond Program
Cell (512) 450-2791 **Email** sshull@hntb.com

Commissioners Court - Regular Session **63.**

Meeting Date: 04/25/2023

CR 255 Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a real estate contract with Piotr Wojciech Wieckowski and Laura Anderson Wieckowski for 0.046 acres of ROW needed on County Road 255. (Parcel 14) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:45 AM
Form Started By: Charlie Crossfield		Started On: 04/19/2023 11:07 AM
Final Approval Date: 04/20/2023		

DocuSign Envelope ID: D195B3ED-634A-4804-A87E-34A516480397

REAL ESTATE CONTRACT
CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **PIOTR WOJCIECH WIECKOWSKI AND LAURA ANDERSON WIECKOWSKI** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.046-acres (1,995 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 14):**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of THREE THOUSAND SEVEN HUNDRED NINETY and 00/100 Dollars ($3,790.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of TWO THOUSAND and 00/100 Dollars ($2,000.00).

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Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

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ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before May 1, 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 Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

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(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property 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 and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

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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.

DocuSign Envelope ID: D195B3ED-634A-4804-A87E-34A516480397

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

DocuSign Envelope ID: D195B3ED-634A-4804-A87E-34A516480397

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 CR 255 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:

DocuSigned by:
Piotr Wojciech Wieckowski
9FDA6CA5D04B443...
PIOTR WOJCIECH WIECKOWSKI

Address: _____

Date: 4/6/2023

DocuSigned by:
Lauren Anderson Wieckowski
9FDA6CA5D04B443...
LAURA ANDERSON WIECKOWSKI

Date: 4/6/2023

DocuSign Envelope ID: D195B3ED-634A-4804-A87E-34A516480397

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

DocuSign Envelope ID: D195B3ED-634A-4804-A87E-34A516480397

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.046 ACRE RIGHT-OF-WAY PARCEL NO. 14
PIOTR W. & LAUREN A. WIECKOWSKI
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.046 ACRES (APPROXIMATELY 1,995 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 2.141 ACRE TRACT OF LAND CONVEYED TO: PIOTR W. AND LAUREN A. WIECKOWSKI, IN A DEED DATED SEPTEMBER 3, 2021 AND RECORDED IN DOCUMENT NUMBER 2021134791, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.046 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the herein described tract, the northeast corner of said Wieckowski tract, a ½ inch iron rod found at the intersection of the West right-of-way line of County Road 255 (right-of-way width varies) and the South right-of-way line of Bon Winde Road (50' wide right-of-way) from which a ¾ inch iron pipe found at the southeast corner of that certain tract of land as described in the deed to Saffell filed of record in Document Number 2019073754, Official Public Records, Williamson County, Texas, bears North 19°58'20" West a distance of 50.04 feet;

THENCE South 20°27'18" East with the West right of way line of said County Road 255 and the East line of said Wieckowski tract a distance of 264.77 feet to the Southeast corner of the herein described tract, the Southeast corner of said Wieckowski tract and the Northeast corner of that certain called 2.00 acre tract as described in the deed to Edward Allen Miller and Deborah K. Stanford-Miller filed of record in Document 2004068037, Official Public Records, Williamson County, Texas, a ½ inch iron rod found in the East right of way line of said County Road 255;

THENCE South 70°37'43" West with the South line of said Wieckowski tract and the North line of said Miller tract a distance of 9.87 feet to the Southwest corner of the herein described tract, a set ½ inch iron rod with cap marked "Walker 5283";

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THENCE North 19°26'44" West across said Wieckowski tract a distance of 264.86 feet to the Northwest corner of the herein described tract, a ½ inch iron rod with cap marked "Walker 5283" set in the North line of said Wieckowski tract and the South right of way line of said Bon Winde Road (50 foot wide right of way) from which a 1 inch inside diameter pipe found at the Northwest corner of said Wieckowski tract bears South 72°04'56" West a distance of 213.72 feet and South 73°55'12" West a distance of 121.59 feet;

THENCE North 72°10'41" East with the North line of said Wieckowski tract and the South right of way line of said Bon Winde Road a distance of 5.20 feet to the **POINT OF BEGINNING**, containing 0.046 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).
Attachments: Survey Drawing No. 075054-02-PARCEL 14.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

Charles G. Walker Date
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

DocuSign Envelope ID: D195B3ED-634A-4804-A87E-34A516480397

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.046 ACRES (APPROXIMATELY 1,995 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 24.983 ACRE TRACT OF LAND CONVEYED TO: PIOTR W. & LAUREN A. WIECKOWSKI, IN A DEED DATED SEPTEMBER 3, 2021 AND RECORDED IN DOCUMENT NUMBER 2021134791, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	S 20°27'18" E	264.77'
L2	S 70°37'43" W	9.87'
L3	N 19°26'44" W	264.86'
L4	N 72°10'41" E	5.20'

LEGEND

○	*1/2" IRON ROD WITH "WALKER 5283" CAP SET*
●	*1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)*
● "1847"	*1/2" IRON ROD FOUND WITH CAP MARKED "FOREST - 1847"*
△	*CALCULATED POINT*
P.R.W.C.T.	*PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS*
O.P.R.W.C.T.	*OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS*
O.R.W.C.T.	*OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS*
——X——	*FENCE LINE*
( )	*RECORD INFORMATION*

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

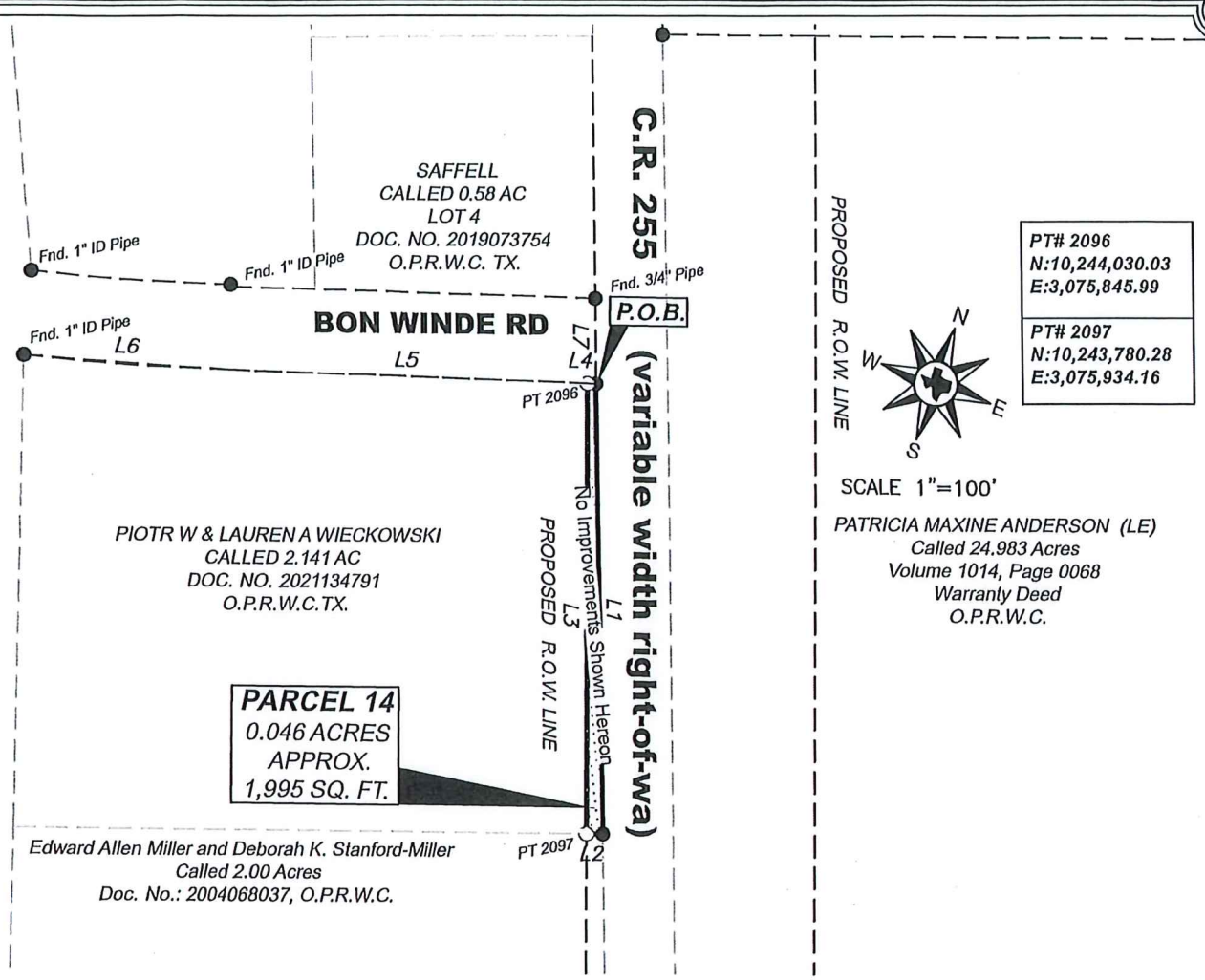
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: NOVEMBER, 2022
DRAWING NO.: 0750504-02-PARCEL 14
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

DocuSign Envelope ID: D195B3ED-634A-4804-A87E-34A516480397



LINE	BEARING	DISTANCE
L1	S 20°27'18" E	264.77'
L2	S 70°37'43" W	9.87'
L3	N 19°26'44" W	264.86'
L4	N 72°10'41" E	5.20'
L5	S 72°04'56" W	213.72'
L6	S 73°55'12" W	121.59'
L7	N 19°58'20" W	50.04'

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
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WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: NOVEMBER, 2022
DRAWING NO.: 0750504-02-PARCEL 14
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

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Exhibit "B"

Parcel 14

DEED
County Road 255 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **PIOTR WOJCIECH WIECKOWSKI AND LAURA ANDERSON WIECKOWSKI,** 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(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.046-acres (1,995 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 14):**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

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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 Grantee's roadway facilities and all related appurtenances.

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 _____, 2023.

[signature page follows]

DocuSign Envelope ID: D195B3ED-634A-4804-A87E-34A516480397

GRANTOR:

_____
PIOTR WOJCIECH WIECKOWSKI

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by PIOTR WOJCIECH WIECKOWSKI in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

_____
LAURA ANDERSON WIECKOWSKI

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by LAURA ANDERSON WIECKOWSKI in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

DocuSign Envelope ID: D195B3ED-634A-4804-A87E-34A516480397

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **64.**

Meeting Date: 04/25/2023

CR 255 Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a real estate contract with Carmelo Tassone and Carole Tassone for 1.038 acres of ROW needed on County Road 255. (Parcel 11) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:46 AM
Form Started By: Charlie Crossfield		Started On: 04/19/2023 11:11 AM
Final Approval Date: 04/20/2023		

DocuSign Envelope ID: 0B8FB9E6-25C9-425B-8703-B15E009D9032

REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CARMELO TASSONE AND CAROLE JANELLE TASSONE** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 1.038-acres (45,230 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11):**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of NINETY-SEVEN THOUSAND TWO HUNDRED FORTY-FIVE and 00/100 Dollars ($97,245.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of THIRTY-ONE THOUSAND SIX HUNDRED SEVENTY and 00/100 Dollars ($31,670.00).

DocuSign Envelope ID: 0B8FB9E6-25C9-425B-8703-B15E009D9032

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

DocuSign Envelope ID: 0B8FB9E6-25C9-425B-8703-B15E009D9032

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before April 28 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 Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property 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.

(d) It is expressly understood and agreed that seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

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(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property 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 and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default,

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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

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unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered

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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 CR 255 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:

DocuSigned by:
Carmelo Tassone
EDBBE7ADC45D465...

Carmelo Tassone

Date: 4/12/2023

Address: 3500 County Road 255

Georgetown, Texas 78633

DocuSigned by:
Janelle Tassone
018C3F38A02C440...

Carole Janelle Tassone

Date: 4/12/2023

DocuSign Envelope ID: 0B8FB9E6-25C9-425B-8703-B15E009D9032

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

DocuSign Envelope ID: 0B8FB9E6-25C9-425B-8703-B15E009D9032

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

1.038 ACRE RIGHT-OF-WAY PARCEL NO. 11
CARMELO & CAROLE JANELLE TASSONE
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.038 ACRES (APPROXIMATELY 45,230 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 14.17 ACRE TRACT OF LAND CONVEYED TO CARMELO & CAROLE JANELLE TASSONE, IN A DEED DATED MARCH 31, 2022 AND RECORDED IN DOCUMENT NO. 2022040214 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.038 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northwest corner of the herein described tract, the Northwest corner of said Tassone tract, the most westerly southwest corner of that certain tract of land as described in the deed to Kathy L. Boyer, recorded in document number 2012003168, Official Public Records, Williamson County, Texas, a ½ inch iron rod with cap marked "FOREST 1847" found in the East right-of-way line of County Road 255 (variable width);

THENCE North 83°31'50" East with the North line of said Tassone tract and the South line of said Boyer tract a distance of 102.22 feet to the northeast corner of the herein described tract a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY", from which a ½ inch iron rod with cap marked "Forest 1847" found at an angle point in the north line of said Tassone tract and the South line of said Boyer tract bears North 83°31'50" East a distance of 46.70 feet;

THENCE in a southeasterly direction across said Tassone tract with a curve to the right an arc distance of 260.93 feet (having a radius of 6,768.00 feet, a chord bearing of South 20°33'00" East, a chord distance of 260.92 feet, a delta angle of 02°12'32") to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set at the point of tangency;

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THENCE South 19°26'44" East across said Tassone tract a distance of 184.34 feet to the Southeast corner of the herein described tract a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Tassone tract and the North line of that certain 11.01 acre tract of land described in the deed to County Road 255, a series of Lane Commercial Enterprises, LLC tract, filed of record in document number 2022006275, Official Public Records, Williamson County, Texas, from which a ½ inch iron rod with cap marked "Forest 1847" found at an angle point in the South line of said called 11.01 acre tract bears North 70°30'50" East a distance of 654.29 feet;

THENCE South 70°30'50" West with the South line of said Tassone tract and the North line of said called 11.01 acre tract a distance of 95.81 feet to the Southwest corner of the herein described tract, the Southwest corner of said Tassone tract and the Northwest corner of said called 11.01 acre tract;

THENCE North 20°31'32" West with the West line of said Tassone tract and the East line of said County Road 255 a distance of 468.32 feet to the **POINT OF BEGINNING**, containing 1.038 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 075054-02-PARCEL 11.

I hereby certify that the hereon map and description was performed under my direct supervision:

Charles G. Walker Date: January 18, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

DocuSign Envelope ID: 0B8FB9E6-25C9-425B-8703-B15E009D9032

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.038 ACRES (APPROXIMATELY 45,230 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO CARMELO & CAROLE JANELLE TASSONE IN A DEED DATED MARCH 31, 2022 AND RECORDED IN DOCUMENT NO. 2022040214 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:

Only those easements and that information listed in Title Commitment File No. GT2201416, issued by Texan Title Insurance Company on December 27, 2022, 8:00am, with an effective date of December 15, 2022, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10a. A 25' building setback line along the front lot line as stated in instrument recorded under Document No. 2016067032, Official Records, Williamson County, Texas. (DOES NOT AFFECT)

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

LEGEND	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● M-H-S	1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
P.R.W.C.T.	PLAT RECORDS WILLIAMSON CO., TX.
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON CO., TX.
( )	RECORD INFORMATION

STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

CHARLES G. WALKER, TX. RPLS # 5283.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: JANUARY 18, 2023
DRAWING NO.: 0750504-02-PARCEL 11
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

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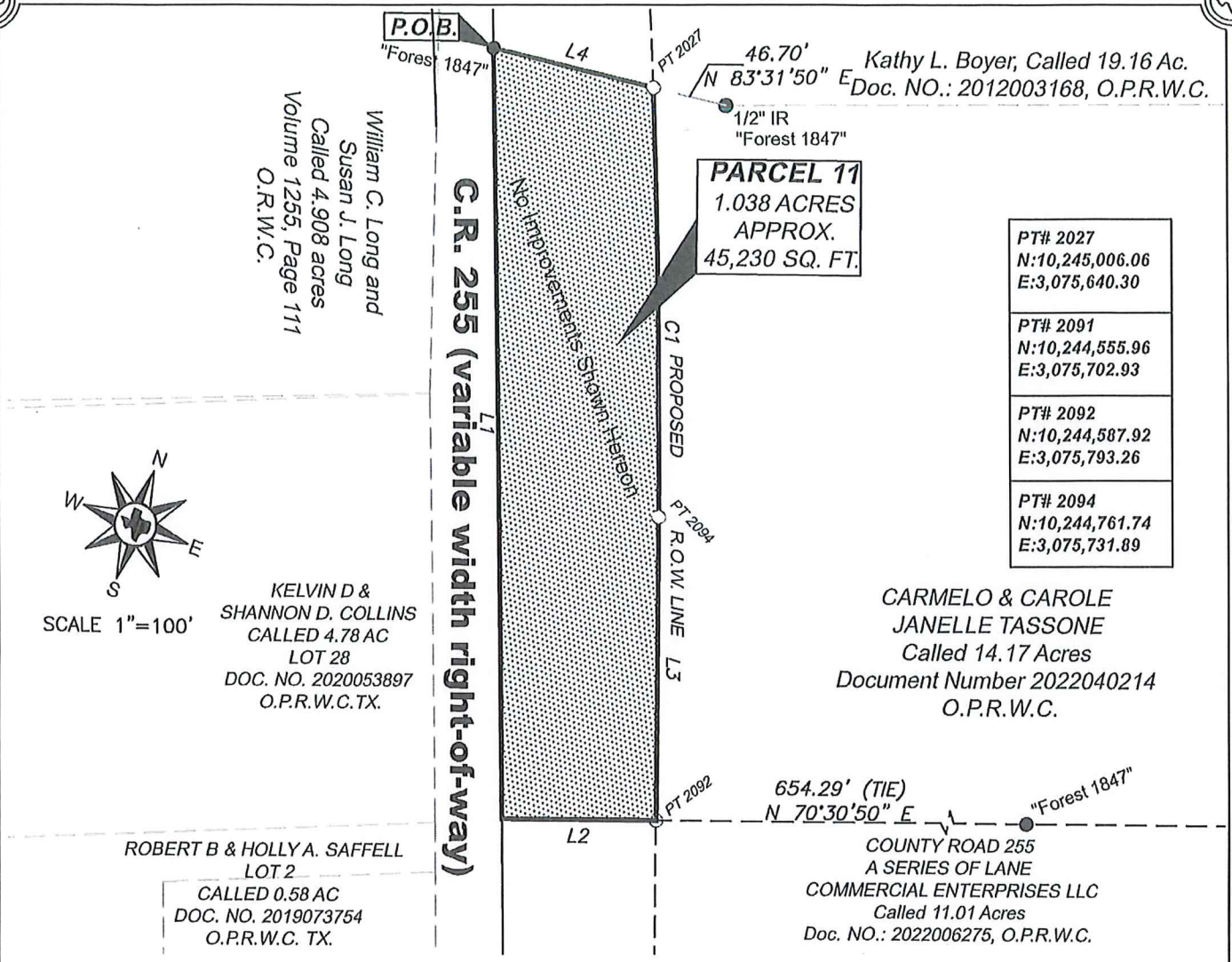

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6,768.00'	260.93'	260.92'	S 20°33'00" E	2°12'32"

LINE	BEARING	DISTANCE
L1	N 20°31'32" W	468.32'
L2	S 70°30'50" W	95.81'
L3	S 19°26'44" E	184.34'
L4	N 83°31'50" E	102.22'

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: JANUARY 18, 2023
DRAWING NO.: 0750504-02-PARCEL 11
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

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Exhibit "B"

Parcel 11

DEED
County Road 255 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **CARMELO TASSONE AND CAROLE JANELLE TASSONE,** 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(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 1.038-acres (45,230 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11):**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

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.

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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 Grantee's roadway facilities and all related appurtenances.

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 _____, 2023.

[signature page follows]

DocuSign Envelope ID: 0B8FB9E6-25C9-425B-8703-B15E009D9032

GRANTOR:

_____
Carmelo Tassone

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Carmelo Tassone in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

_____
Carole Janelle Tassone

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Carole Janelle Tassone in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

DocuSign Envelope ID: 0B8FB9E6-25C9-425B-8703-B15E009D9032

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **65.**

Meeting Date: 04/25/2023

Consent and Development 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 Consent and Development Agreement with Williamson County, Texas; Pearson Ranch LLC and Williamson County Development District No. 1 regarding the creation of the proposed municipal utility district and the development of 148.8 Acres for Pearson Ranch West.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:55 AM
Form Started By: Charlie Crossfield		Started On: 04/20/2023 11:11 AM
Final Approval Date: 04/20/2023		

April 19, 2023

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

PEARSON RANCH LLC

AND

WILLIAMSON COUNTY DEVELOPMENT DISTRICT NO. 1

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is by the **Williamson County, Texas**, a Texas political subdivision (the "*County*") and Pearson Ranch, LLC, a Delaware limited liability company ("*Owner*"). Subsequent to its creation, **Williamson County Development District No. 1**, a proposed county development district to be created pursuant to Article III, Section 52 and 52(a) of the Texas Constitution and Chapter 383 Texas Local Government Code as contemplated by this Agreement (the "*District*"), will become a party to this Agreement. The County, the Owner and the District are sometimes referred to herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owner owns or has under contract to purchase approximately 148.8 acres of land located within the corporate boundaries of the County (the "*Land*"); and

WHEREAS, the Land is more particularly described by metes and bounds on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, commercial district that will include park, entertainment, and recreational facilities to serve the Land; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to an application to be filed with the 88th Texas Legislature and has requested the County's consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Local Government Code to serve the area within its boundaries (collectively, the "*District Improvements*"); and

WHEREAS, construction of the District Improvements will occur in phases (as determined by the District and the Owner(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the County; Chapter 383, Texas Local Government Code, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, the Owner intends that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements may be paid from the net proceeds of revenue bonds issued by the District in accordance with this Agreement , and the applicable requirements of the Texas Attorney General's Office, as amended; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapter 383, Texas Local Government Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement including, but not limited to, the consent to the District creation and the issuance of debt to finance District Improvements, including roadways and related drainage;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's rules, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the County; and (iii) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement among the Parties.

Bonds means revenue bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

County means Williamson County, Texas.

District means Williamson County Development District No. 1, a political subdivision of the State of Texas to be created over the Land, with the consent of the County, as provided in this Agreement.

District Improvements means the water, wastewater, and drainage improvements; roads and improvements in aid of roads; park and recreational facilities; and other public improvements, as authorized by the Texas Constitution, Texas Local Government Code, and the special law of the Texas Legislature authorizing the District, to serve the area within the District boundaries.

Effective Date of this Agreement means the last date of execution by all of the Parties hereto.

Land means approximately 148.8 acres of land located in the County, as described by metes and bounds and related map on **Exhibit A**.

Owner means Pearson Ranch, LLC or its successors and assigns under this Agreement.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs), and all other costs eligible for reimbursement by a county development district under the laws of the State of Texas, that are eligible for reimbursement from the net proceeds of revenue Bonds issued in accordance with this Agreement.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Texas Constitution, as amended, or Chapter 383, Texas Local Government Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

ARTICLE II
CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Consent to Creation of District. The County acknowledges receipt of the Owner's request for the County's support for, and consent to, creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's consent to the creation of the District and that no further consent will be required on the part of the County to evidence the County's consent to the creation of the District.

Section 2.02. District Execution of Agreement. The Owner shall cause the District to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) this Agreement be of no further force and effect, and the County shall be deemed to not have consented to creation of the District. Similarly, if creation of the District is not approved by the 88th Texas Legislature, this Agreement shall be null and of no further force and effect.

Section 2.03. District Revenue Bonds. If the Owner or the District fail to comply with the terms and conditions of this Agreement after notice and opportunity to cure, such failure shall operate to prohibit the District from taking any actions to issue revenue Bonds until the failure has been cured. The County shall have the right to enjoin the issuance of revenue Bonds during any period in which such a material breach exists.

Section 2.04. Reimbursement Agreements. If the Owner or the District fail to comply with the terms of this Agreement after notice and opportunity to

cure and prior to execution of any reimbursement agreements by the Owner and District, such failure shall operate to prohibit the Owner or any future owner of the Land from entering into any reimbursement agreements with the District until the failure has been cured. The County shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

ARTICLE III
ROADWAY IMPROVEMENTS

Section 3.01. Road Construction. The construction of all roads ("Subdivision Roads") within the Land shall be the responsibility of the Owner or the District. The Owner shall be entitled to reimbursement for Subdivision Road expenses, as allowed by the laws of the State of Texas. The Subdivision Roads located in the County shall be constructed pursuant to the then-existing Williamson County Subdivision Regulations. Commencing upon the tenth (10^{th}) anniversary of the date that the County accepts a Subdivision Road into the County road system after completion of construction by Owner, the District shall be solely responsible for the operation and maintenance of that Subdivision Road.

ARTICLE IV
LAW ENFORCEMENT, ANIMAL CONTROL

Section 4.01. Law Enforcement Services. The District and the County shall negotiate in good faith the terms of a contract pursuant to which the District shall provide funding to the County for the incremental costs incurred by the County in making available and furnishing law enforcement services to that portion of the Land located in the County, including the costs of additional personnel, vehicles and equipment associated with the provision of law enforcement services to the Land within the County.

Section 4.02 Animal Control Services. The District and the County shall negotiate in good faith the terms of a contract pursuant to which the District will provide funding, to the extent authorized by law, for the incremental costs incurred by the Williamson County Regional Animal Shelter for providing animal control services to that portion of the Land located in the County.

ARTICLE V
AUTHORITY TO ISSUE REVENUE BONDS

Section 5.01. Authority to Issue Revenue Bonds. The District may issue revenue Bonds only as authorized by the laws of the State of Texas. The District may provide reimbursements for expenditures authorized by the laws of the State of Texas (including creation expenses, operating advances, facilities design and construction, and expenditures for roads and improvements in aid of roads).

Section 5.02. Uniform and Continued Development; Vesting. The Parties intend that this Agreement authorize certain land uses and development on the Land located within the County; provide for the uniform review and approval of plats and development plans for such portion of the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed

and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules, and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner and any future owner hereunder has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules. Rules, regulations, or changes or modifications to the County's rules or regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 5.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE VI
TERM, ASSIGNMENT, AND REMEDIES

Section 6.01. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 6.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner and following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's eligible costs, may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 6.03. Assignment.

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the County's consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. The County's consent to any proposed assignment will not be unreasonably withheld or delayed. The County hereby consents to assignment of this Agreement, in whole or in part, to any subsequent owner of all or a portion of the Land.

(b) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 6.04. Remedies.

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("*Notice*") to the County. If the County fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within 45 days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement; however, any such remedy will not revoke the County's consent to the creation of the District.

(b) If the Owner or the District defaults under this Agreement, the County or the District may give Notice to the Owner. If the Owner fails to cure any Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County or the District may enforce this Agreement by injunctive relief from a Williamson County District Court or terminate this Agreement.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

COUNTY:	Williamson County County Judge 100 Main Street Georgetown, Texas 78628
OWNER:	Pearson Ranch, LLC 702 N. Commons Ford Road Austin, Texas 78733

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party. The Owner

and Owner may, by giving at least five days' written notice to the County, designate additional Parties to receive copies of notices under this Agreement.

Section 7.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 7.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 7.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 7.07. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 607. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 7.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted

in conformity with state law. The Owner hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner.

Section 7.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 7.10. Interpretation. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 7.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee of the Owner).

Section 7.12. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description of the Land and Related Map

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

(Signatures on the following pages.)

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2023, by Bill Gravel, County Judge of Williamson County, on behalf of said County.

_____
Notary Public Signature

(Seal)

OWNER:

PEARSON RANCH, LLC, a Delaware limited liability company

By: _____

Name: Brett Ames

Its: Managing Partner

Date: 4/19/23

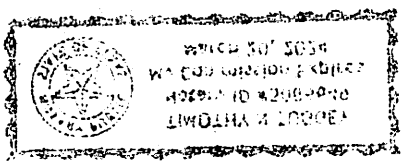
THE STATE OF Texas §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 19th day of April, 2023, by Brett Ames, as Managing Partner of Pearson Ranch, LLC, a Delaware limited liability company on behalf of said company.

_____
Notary Public Signature

(SEAL)

TIMOTHY N TUGGEY
Notary ID #5086649
My Commission Expires
March 20, 2024



WILLIAMSON COUNTY DEVELOPMENT DISTRICT NO. 1

By:_____

Name:_____

Title:_____

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, _____, by _____, President of the Board of Directors of Williamson County Development District No. 1, on behalf of said District.

(SEAL)

_____
Notary Public Signature

EXHIBIT A

Metes and Bounds Description of the Land and Related Map

[attached]

The Williamson County Development District No. 1 initially includes all territory contained in the following area:

BEING a 148.88 acre tract of land situated in the Rachael Saul Survey, Abstract Number 551 and the Thomas P. Davy Survey, Abstract Number 169, in Williamson County, Texas, being all portion of the tracts of land described as Tract One and Tract Two in the deed to Pearson Ranch, LLC recorded in Document Number 2019122036, Official Public Records of Williamson County, Texas, and a portion of Pearson Ranch West, Phase 1, an addition in Williamson County, Texas recorded in Document Number 2021146789, Official Public Records of Williamson County, Texas, said 148.88 acre tract of land being more particularly described as follows;

BEGINNING at a point in the north right-of-way line of North State Highway 45W (a variable width right-of-way) being the common south corner of said Pearson Ranch, LLC tract and a tract of land described as Tract 1 in the deed to JME-JFE Limited Partnership recorded in Document Number 2012056983, Official Public Records of Williamson County, Texas;

THENCE South 68 degrees 25 minutes 02 seconds West, along the north right-of-way line of North State Highway 45W, a distance of 95.48 feet to a point for corner;

THENCE South 22 degrees 12 minutes 41 seconds West, continuing along the north right-of-way line of North State Highway 45W, a distance of 27.72 feet to a point for corner;

THENCE South 67 degrees 43 minutes 05 seconds West, continuing along the north right-of-way line of North State Highway 45W, a distance of 1,426.94 feet to a point for corner;

THENCE South 65 degrees 14 minutes 23 seconds West, continuing along the north right-of-way line of North State Highway 45W, a distance of 228.74 feet to a point for the beginning of a circular curve to the right, having a radius of 2,844.79 feet and whose chord bears South 66 degrees 13 minutes 40 seconds West, a chord distance of 110.08 feet;

THENCE Southwesterly, continuing along the north right-of-way line of North State Highway 45W and said circular curve to the left, through a central angle of 02 degrees 13 minutes 02 seconds, an arc length of 110.09 feet to point for corner at the end of said curve;

THENCE South 67 degrees 16 minutes 38 seconds West, continuing along the north right-of-way line of North State Highway 45W, a distance of 12.96 feet to a point for corner;

THENCE South 67 degrees 32 minutes 33 seconds West, continuing along the north right-of-way line of North State Highway 45W, a distance of 830.67 feet to point for corner;

THENCE South 68 degrees 18 minutes 17 seconds West, continuing along the north right-of-way line of North State Highway 45W, a distance of 841.90 feet to point for corner in the north right-of-way line of the Southern Pacific Railroad (100' wide);

THENCE North 69 degrees 12 minutes 37 seconds West, departing the north right-of-way line of North State Highway 45W and along the north right-of-way line of the Southern Pacific Railroad, a distance of 545.04 feet to a point for corner;

THENCE North 00 degrees 07 minutes 59 seconds West, departing the north right-of-way line of the Southern Pacific Railroad, a distance of 275.22 feet to a point for corner;

THENCE North 00 degrees 09 minutes 50 seconds West, a distance of 981.45 feet to a point for corner;

THENCE North 68 degrees 46 minutes 14 seconds East, a distance of 1,549.15 feet to a point for corner;

THENCE North 68 degrees 50 minutes 57 seconds East, a distance of 590.38 feet to a point for corner;

THENCE North 17 degrees 54 minutes 02 seconds West, a distance of 1,320.44 feet to a point for corner;

THENCE North 68 degrees 59 minutes 52 seconds East, a distance of 708.02 feet to a point for corner;

THENCE South 17 degrees 54 minutes 30 seconds East, a distance of 1,137.92 feet to a point for corner;

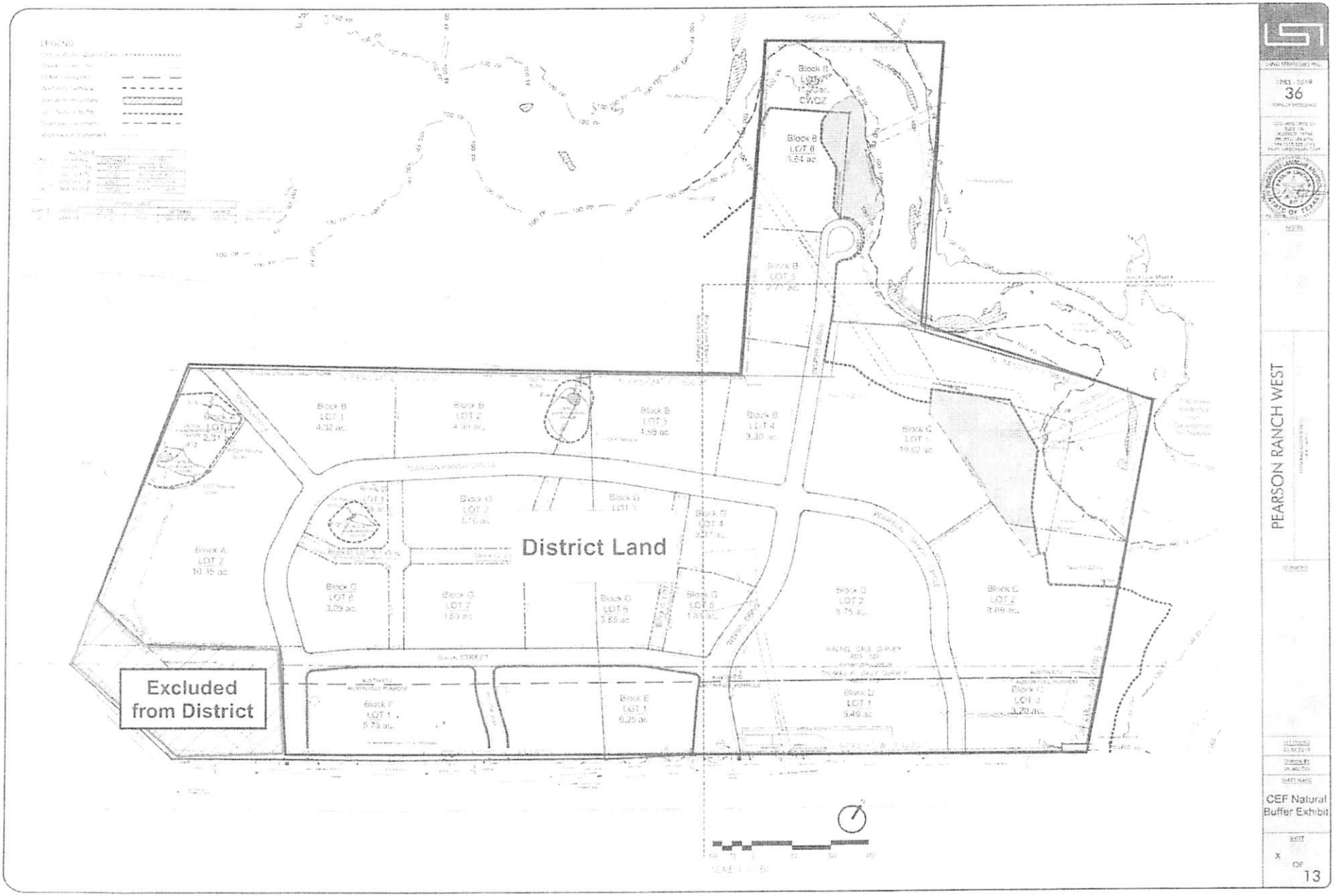
THENCE North 84 degrees 50 minutes 51 seconds East, a distance of 930.90 feet to a point for corner;

THENCE South 10 degrees 36 minutes 54 seconds East, a distance of 674.79 feet to a point for corner;

THENCE South 10 degrees 40 minutes 16 seconds East, a distance of 290.66 feet to a point for corner;

THENCE South 10 degrees 37 minutes 54 seconds East, a distance of 417.94 feet to the POINT OF BEGINNING and CONTAINING a computed area of 155.79 acres, or 6,786,298 square feet of land, more or less.

SAVE AND EXCEPT that portion located within the municipality, all of Lot 1, Block A, said Pearson Ranch West, Texas, Phase 1, being 6.909 acres or 300,970 square feet LEAVING A NET ACREAGE of 148.88 acres or 6,485,328 square feet of land, more or less.



PEARSON RANCH WEST

CEF Natural Buffer Exhibit

Commissioners Court - Regular Session **66.**

Meeting Date: 04/25/2023

Strategic Plan

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

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on adopting the Williamson County Strategic Plan and Implementation Plan.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cover Letter

Strategic Plan

Implementation Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:56 AM
Form Started By: Rachel Rull		Started On: 04/20/2023 11:22 AM
Final Approval Date: 04/20/2023		

Williamson County
2023 - 2033 Strategic Plan Overview

Williamson County 2023-2033 Strategic Plan

In 2022, Williamson County embarked on a comprehensive long range strategic planning process to assess current efforts and status, build upon successes and partnerships, continue momentum in positive growth and services, and to solidify a united path to further accomplishments and a vision for the future. The deliverables included a full Strategic Plan document with a Vision, Mission, Values, Strategic Priorities, Key Goals, Outcomes and SMART Objectives; an Implementation Plan and strategic planning templates for ongoing work.

This final report is a summary of the work completed through the process, the results and basic components of the strategic plan, and recommendations for future work and successful implementation.

Summary of Strategic Planning

A well-designed Strategic Plan answers four key questions:

Where are we NOW?

Where are we GOING?

HOW will we get there?

How will we KNOW?

Over the course of an eight (8) month process, SBrand Solutions worked with County Commissioners, elected officials, appointed department heads, staff, and key partners to ask those same questions, collect the answers, and use that feedback to help craft draft and final documents. This strategic plan was designed as a living document that should be updated regularly to reflect changes that happen over time and to measure progress.

Process and Approach

With the knowledge that this Strategic Plan will be a living document that will serve as a guide to the future as well as a road map with milestones, a thoughtful and deliberate methodology was designed to create the final strategic plan. The process was based around 4-phases:

- **Phase 1 – Process Design**
- **Phase 2 – Engagement and Outreach, Research and Analysis**
- **Phase 3 – Strategic Plan Meetings**
- **Phase 4 – Plan Creation**

Phase 1 – Process Design was started in September of 2022. This initial step involved significant conversations and meetings as the County established the preferred process, set the overall schedule, identified groups and individuals, established roles for the plan, created questions for engagement and outreach, and designed the overall project from start to finish.

Phase 2 – Engagement and Outreach, Research and Analysis began in October and continued throughout the life of the project. The main components included review of all current County documents that might relate to strategic planning including previous strategic planning, master plans, budgets, and other information. A staff survey, a partner survey and an elected official survey was conducted, seventeen focus groups were held with internal elected and appointed officials, and forty interviews were conducted including with partners and community stakeholders. The feedback and information in those surveys, focus groups and interviews was analyzed and reviewed for common themes that would help set the stage for Phase 3.

Phase 3 – Strategic Plan Meetings While there were weekly meetings over the course of the project, there were also specific meetings to discuss the strategic plan process and documents. The core strategic planning retreat took place during January of 2023 over the course of a full day and involved all of the elected officials and appointed department head in Williamson County. Following that retreat, a series of subject matter expert meetings for each Key Goal Area were facilitated to create the implementation plan. The Commissioners also held several meetings to discuss the plan and give guidance and direction, and the core team met multiple times to give feedback and guidance on the process and content of the plan. Those Key Goal Area teams continued to meet and refine Strategic Goals, SMART Objectives and Action Steps to be included in the Strategic Plan and/or the Implementation Plan.

Phase 4 – Plan Creation was the culmination of all of the work in Phases 1 – 3, using the content and context created by the feedback and the retreat and crafting a Strategic Plan document as well as the internally focused Implementation Plan. This Strategic Plan document tells the story of the County and can be used in print, on the website, and as a communication tool on social media and other platforms.

Strategic Plan Framework

The above graphic is an easy-to-understand overview of the Strategic Plan framework. The **Vision Statement** is the aspirational future for the County and is the achievement of all of the challenging work in the strategic planning process. The **Mission Statement** is the purpose of the County and provides guidance for each of the components. The **Strategic Priorities** are listed in order and are the most critical areas for the County to spend time and resources to achieve success and realize the Vision for the future, and the **Key Goals** are the major areas that integrate across those Strategic Priorities to provide direction.

Strategic Priorities

During the process, there were six Strategic Priorities that were discussed and defined – these are the most important areas for the County to focus resources and time to accomplish outcomes that are positive and lead to the future. Each Strategic Priority has specific Outcomes

that will be accomplished over time, Key Goals to focus the work, and SMART Objectives to guide the staff for allocation of time and resources. Each Strategic Priority has a description and outcomes listed in the Strategic Plan to offer more context and information.

Implementation Plan

The Implementation Plan is the tactical, operational, and administrative document that will guide the accomplishment of Action Steps, SMART Objectives and Key Goals. In short, it takes the overall policy direction from the Commissioners and puts actions to those words. Always following the Mission to gauge the right approach, an Implementation Plan adds context and detail to the big picture. It is an internal document which is consistently being added to, updated, and improved each time a team meets, so it is a separate document and not a part of the Strategic Plan.

With that context and detail comes focus and accountability. A good Implementation Plan will chart out a course of action steps that answer:

1) What will be done specifically?
2) Who will do that work?
3) By when will it be done?
4) What resources are needed to be successful?
5) What is our measurement of success?
6) What is the status of completion?

As with the Strategic Plan, a thorough and complete Implementation Plan might take several years to build out in detail, and with the existing work already completed, to continue to "fill in the blanks" moving forward. With practice and a commitment to making the document a true guide and a living road map, the Implementation Plan can serve as an effortless way for the Commissioners to get updates and reports on progress.

Next Steps

Monitoring and Measuring Progress

An important part of the implementation of the Strategic Plan is the monitoring and measuring of progress. Over the course of several years, as the plan continues to improve and become a part of the culture of the County, the Outcomes will be further refined, and Key Performance Indicators (KPI's) will be created to provide analytical insight into the measurement of achieving those Outcomes.

While those KPI's are being crafted and evaluated, the most important next steps include:

1) Establishing regular meetings within each Key Goal to discuss successes, lessons learned and upcoming SMART Objectives;

2) Creating quarterly Commissioner updates on the progress of the plan; celebrating successes and accomplishments, sharing lessons learned, and getting feedback and direction from the Commissioners for the coming quarter; and
3) Setting an annual Commissioner retreat as part of the budget planning process to review the Strategic Plan and set new Goals and SMART Objectives for the coming year as needed.

Integration of the Strategic Plan

The budget is the Strategic Plan with resources attached. As such, during each budget cycle the strategic plan should be considered, discussed, amended, and improved to make sure the budget reflects the priorities of the County. In addition, all the Master Plans should be reviewed for integration into the Strategic Plan (or adapting the Strategic Plan based on the information in those Master Plans).

Recommendations

At SBrand, we value the plans you create and consider these plans to be living documents, not something that just sits on the shelf. This is a significant investment for the team, and is the strategic framework that will guide operations, goals, budgeting, and communication for the next several years. In order to get the most out the of significant work the County has done, we recommend the following:

Publish the Strategic Plan to Tell Your Story You have an amazing, content rich and easy to read Strategic Plan that tells the story of the history, current status and future of the County! We recommend crafting a press release to share the plan, publishing that plan online, printing hard copies as needed, sharing the plan via social media, and establishing a page or location on your website for your community to follow your progress.

Process to update the Implementation/Work Plan Implementing the action steps for the key areas of focus is essential for success of the plan and manifest the vision and guide the mission. Our fundamental recommendation for the continuance of the plan is for ongoing meetings to update SMART Objectives, create Action Steps, and consider Key Performance Measures. The existing work has already created a thoughtful and deliberate approach to strategic implementation and staff assignments. This process ensures that the initial steps are taken for implementation, along with fostering champions of the plan and overall strategic vision among staff and community members.

Core Value Definition and Guiding Principle Statement The Values of the County are critically important to creating a workplace culture, telling the story of the County, and ensuring that the standards are being upheld in all areas. We recommend taking those Values words, building strong definitions, and creating a statement that will be a Guiding Principle for each Value.

Creation of Key Performance Indicators (Measurable) How do you know the plan is working? How do you know that your goals are being accomplished and your vision is on its way to realization? Creating Key Performance Indicators (KPIs) helps in providing tangible benchmarks for accomplishments. This not only allows staff to know they are on the right track, but also provides accountability for all involved stakeholders in the overall implementation of the plan.

Creation of a Forward-Facing Dashboard How would the County communicate the most important work being done with the Strategic Plan? How will you distill all the information into a manageable and easy to communicate platform to tell the story around what is most important? Having a forward-facing dashboard is a great means by which all involved in the plan, from the staff working through projects and goals, to the community who has a decidedly profound stake in the future, having a dashboard that quickly and clearly shows the plan, the goals, and the progress is an essential tool.

Quarterly Commissioner Reports/Update Meetings Consider these a deep check in on the progress of the goals and objectives as reported by the staff. Quarterly meetings outline status updates, produce tangible actions steps with measurable results and outcome, and are also forums for the staff, and the Commissioners to celebrate success of the implementation of the plan, which in turn creates momentum for meeting and accomplishing its goals. This is especially important in continuing the work to set initial action steps for implementation.

Facilitated Annual Retreat with the Commissioners If the past few years are an example, the world both inside and outside Williamson County can change. How does this impact the implementation of your Key Goals? What about the establishment of new Goals, or new Priorities? This is where an annual retreat to revisit the strategic plan is key. An annual retreat focused on a deep dive into the plan and the status of meeting the goals can keep the tenets of the plan fresh in the minds of Commissioners, elected and appointed officials, and staff; and ensure a positive return on your strategic plan investment.

Summary and Thank You

We want to thank the Williamson County Commissioners, the elected officials, the appointed department heads, and the dedicated staff with whom we were able to interact and collaborate. The strengths and opportunities within the County are tremendous, and your future is bright! This comprehensive Strategic Plan will be a cornerstone for County government and a guiding document for the foreseeable future. By ensuring the plan is a living document, it will become a part of the culture of the government and be a road map for your strategic journey.

WILLIAMSON COUNTY
1848

Williamson County

Strategic Plan

2023 - 2033

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Commissioners Court

COUNTY JUDGE
Bill Gravell

COMMISSIONER PRECINCT ONE
Terry Cook

COMMISSIONER PRECINCT TWO
Cynthia Long

COMMISSIONER PRECINCT THREE
Valerie Covey

COMMISSIONER PRECINCT FOUR
Russ Boles

History of Williamson County

Williamson County is named for Robert M. Williamson, pioneer leader and veteran of the Battle of San Jacinto. Organized on March 13, 1848, the County is located in Central Texas just north of the state capitol in Austin. Physically, the eastern part of the county is level black land soil and the western part rolling limestone hills, all drained by the San Gabriel River and tributaries. The county has a lively history including Comanche's, outlaws, Texas Rangers, the Chisholm Trail, cowboys, and sturdy pioneers.

The population of Williamson County has expanded 7.94% since 2010, the strongest growth in the nation over that period. Far from turning into a slum, over the past 25 years the county's residents have enjoyed the Lone Star state's fastest rate of income growth and the sixth-highest in the nation. It has also experienced explosive growth in commercial and residential development.

With a strong tech scene – Dell is headquartered in the Williamson town of Round Rock — the county has increased employment by ***73% since 2000***, the third highest rate in the country. Southwestern University, often ranked in national listings as providing one of the best values in undergraduate education, is located in Georgetown. Other attractive communities in Williamson County include Cedar Park, Hutto, Jarrell, Leander, Liberty Hill, and Taylor. (Source, Austin Chamber of Commerce)

Significant investments have been ma de in the county by various corporations in only the last few years including Samsung, Apple and Kalahari. These trends in population growth, the strong interest from technology companies and other international corporations to invest in Williamson County, and the job opportunities that are created as a result make the county a center of employment, where people live work and play instead of commuting.

Source: Williamson County General Overview | Demographics

Williamson County
Community Profile

671,418
Current Population
(Census data as of July 1, 2022)

3rd
fastest growing county in Texas
(from 2000 to 2022 | Source: www.census.gov)

50.7%
Population Change
increase from 2010 to 2021
(usafacts.org)

$442,225
Median Market Value of Homes
(Source: Williamson Central Appraisal District)

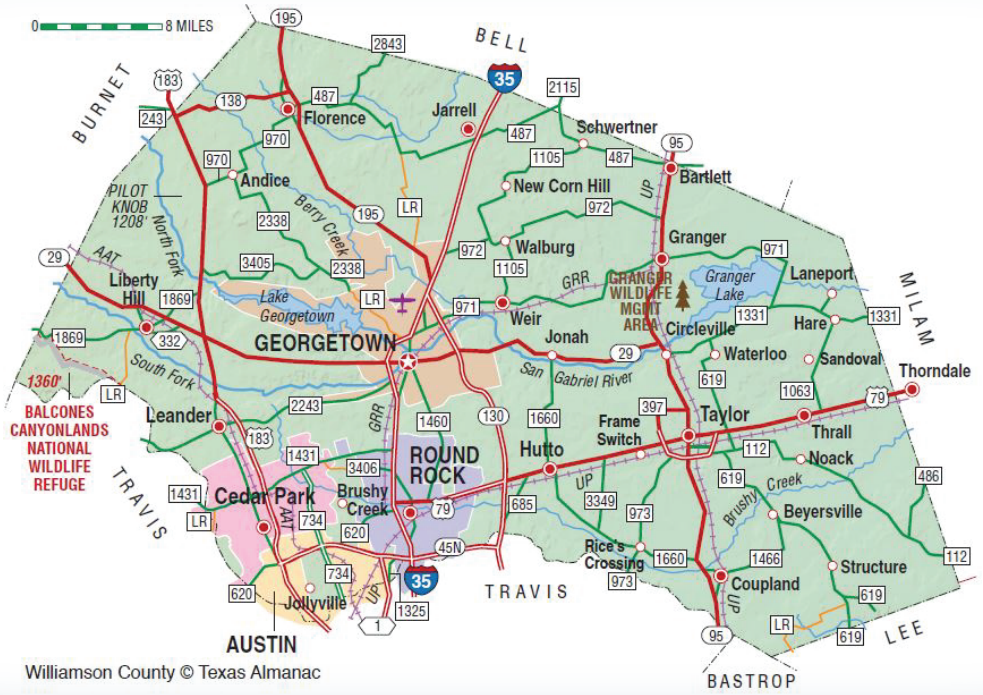
3.10%
Unemployment Rate
(as of Jan. 1, 2023 as per Bureau of Labor Statistics)

$94,705
Median Household Income
(Census data as of July 1, 2022)

Source: Williamson County General Overview | Demographics

Major Employers

Dell Computer	12,000	St David's Round Rock Medical Center	1,200
H-E-B Grocery	6,732	City of Round Rock	1,130
Round Rock ISD	6,604	City of Georgetown	954
Leander ISD	5,045	Baylor Scott & White Healthcare	911
Georgetown ISD	1,919	Kalahari Resorts	700
Williamson County	1,825		



Williamson County © Texas Almanac

Key Themes from
Engagement and Outreach

The Strategic Plan asked for input through five main engagement opportunities (please see Appendix B for more information). With over 800 survey respondents, seventeen focus groups, and feedback from both internal and external participants, a significant amount of data was collected. The data was analyzed and reviewed for trends and themes that helped to guide and shape the conversation around the future of Williamson County. Below are the most common themes shared amongst all the participants:

PLANNING FOR FUTURE GROWTH

This key theme includes not only the need to continue to thoughtfully plan for future growth in terms of service delivery, but also the ongoing work on transportation to include public transportation, multi modal trails, and roads. Growth and development is not managed by the County, but partnerships with other agencies can create policies and processes that benefit the community. A strong sub theme included managing natural resources, and the balance of funding transportation in comparison to other needs such as law and justice.

INVESTMENT INTO COUNTY WORKFORCE

Related to growth, this key theme had components such as a competitive total compensation package, workspace, and resources for current and future employees, offering a flexible working environment, and the recognition that many employees feel supported and recognized for their hard work. With a location so near major metropolitan areas, a strong competition for hiring and retention will be a consideration.

FINANCIAL SUSTAINABILITY

Rising costs and a desire to provide an appropriate level of taxation were cited in this key theme. With a changing demographic and a political environment in Williamson County that may not always allow easy decision making and consensus, the conversation around funding priorities for long term sustainability will continue to be a challenge.

COLLABORATION AND PARTNERSHIPS

Partnerships with other government agencies, especially municipalities in the County, was a key theme. The issues of growth and financial sustainability can be addressed in collaboration, which would have a positive effect on the other key themes. Strengthening communication with partners and less divisiveness from a political perspective would support better partnerships.

COUNTY FACILITIES

A growing population can drive a conversation around service delivery, which would include county facilities and workforce. With existing facilities not meeting the space needs for existing staff, and a growing pressure on law and justice to provide services, county facilities is a key theme. Traditionally government focuses on building larger or better facilities and improving and maintaining current facilities. However, there is a clear opportunity for Williamson County to be innovative and future thinking about staffing and facilities with a focus on technology and business processes.

The Framework

The Strategic Plan Framework shows the importance of the Vision and Mission to guide the County into the future. Each of the six Strategic Priorities tells the story of what is most important, and Outcomes define the success in each Priority. The seven Key Goals will accomplish the Outcomes and consistently move the County to realizing the Vision. The Implementation Plan includes the SMART Objectives and Action Steps that can be measured.

Williamson County
Strategic Plan At a Glance

The Williamson County Strategic Plan is based on six Strategic Priorities, supported by seven Key Goals all focused on achieving the Vision of the County. Each Key Goal will have an Implementation Plan that includes specific Initiatives, Projects and SMART Objectives to ensure that the work of the County is aligned and meeting expectations. The Implementation Plan is a separate document that changes rapidly as Initiatives are completed and new SMART Objectives are created.

Williamson County
Vision and Mission

VISION FOR WILLIAMSON COUNTY

We are a friendly, safe and healthy county; with endless opportunities, strong community investment, thriving families and prospering businesses.

MISSION OF WILLIAMSON COUNTY

Our Mission is to provide excellent customer service while executing strategic, financially sustainable core services that promote a healthy, safe and prosperous County.

Six Strategic Priorities

There are six Strategic Priorities, which are the most important areas of focus for the County moving into the future. The six Priorities are listed below with their Definitions and Outcomes. The Key Goals, Department and Elected Official Goals, and Master Plan Goals should all be focused on achieving the outcomes in the Strategic Priorities – and each Goal may accomplish one or more Strategic Priorities over time. These Priorities are listed in order of importance.

FINANCIAL SUSTAINABILITY

Maintaining a balanced and responsive budget that achieves goals and funds priority projects in a responsible and accountable manner with appropriate revenue.

Outcomes

- Long range, smart planning for future spending, including appropriate debt defeasance
- Keep tax rates low while maintaining a high level of service
- Invest in infrastructure, facilities and employees

STRONG COMMUNITY SAFETY

Providing the highest level of training, equipment and facilities to maintain a safe and healthy community.

Outcomes

- Coordination and collaboration to provide safety services
- Updated and improved facilities and equipment
- Meet statutorily required services and perceived future needs through strategic processes

HIGH PERFORMING GOVERNMENT

Establishing policies and procedures that deliver high quality services to meet the needs of a growing community and support growth and sustainability.

Outcomes

- Right sized and right sourced, flexible and adaptable
- Collaborative, facilitative and innovative government services
- Policies, procedures, budgets and staffing that encourage and support efficient government

CUSTOMER FOCUSED WORKFORCE

Recruiting and retaining a highly skilled workforce that is recognized for achievement, supported with competitive compensation and encouraged in professional growth.

Outcomes

- Workforce numbers are reflective of programming and service needs
- Focus in on the customer service to the taxpayer
- The County is the employer of choice with strategic programs and innovative workplace benefits

THOUGHTFUL GROWTH

Planning for growth at a pace that allows for sustainable service delivery, adequate transportation infrastructure and a balance with our natural resources and environment.

Outcomes

- Intentional/thoughtful plan for county services growth as population and economic development grows exponentially
- Maintain the unique character of Williamson County
- More efficient availability and comprehensive services for the community

INNOVATIVE AND MODERN FACILITIES

Building and maintaining state-of-the-art county buildings with efficient spaces that achieve the best business/strategic outcomes based on technology and innovation.

Outcomes

- Appropriate locations, land and buildings for future services
- Buildings are flexible and adaptable into the future
- Enhanced and effective service options for community (virtual and in person)

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Strategic Plan Key Goals

The Strategic Plan is a ten-year comprehensive guide to where the County will focus time and effort. The budget is a key part of implementing the strategic plan, and all other financial, long range, strategic and master plans should be integrated with the Strategic Plan over time.

Key Goals are the longer term big picture initiatives that will drive success in the six Strategic Priority areas. They are broad statements that focus on results. Key Goals work in tandem with the SMART Objectives in the Implementation Plan to make progress.

KEY GOAL

Integrate policies to ensure financial stability and sustainability across all services

KEY GOAL

Integrate policies to ensure financial stability and sustainability across all services

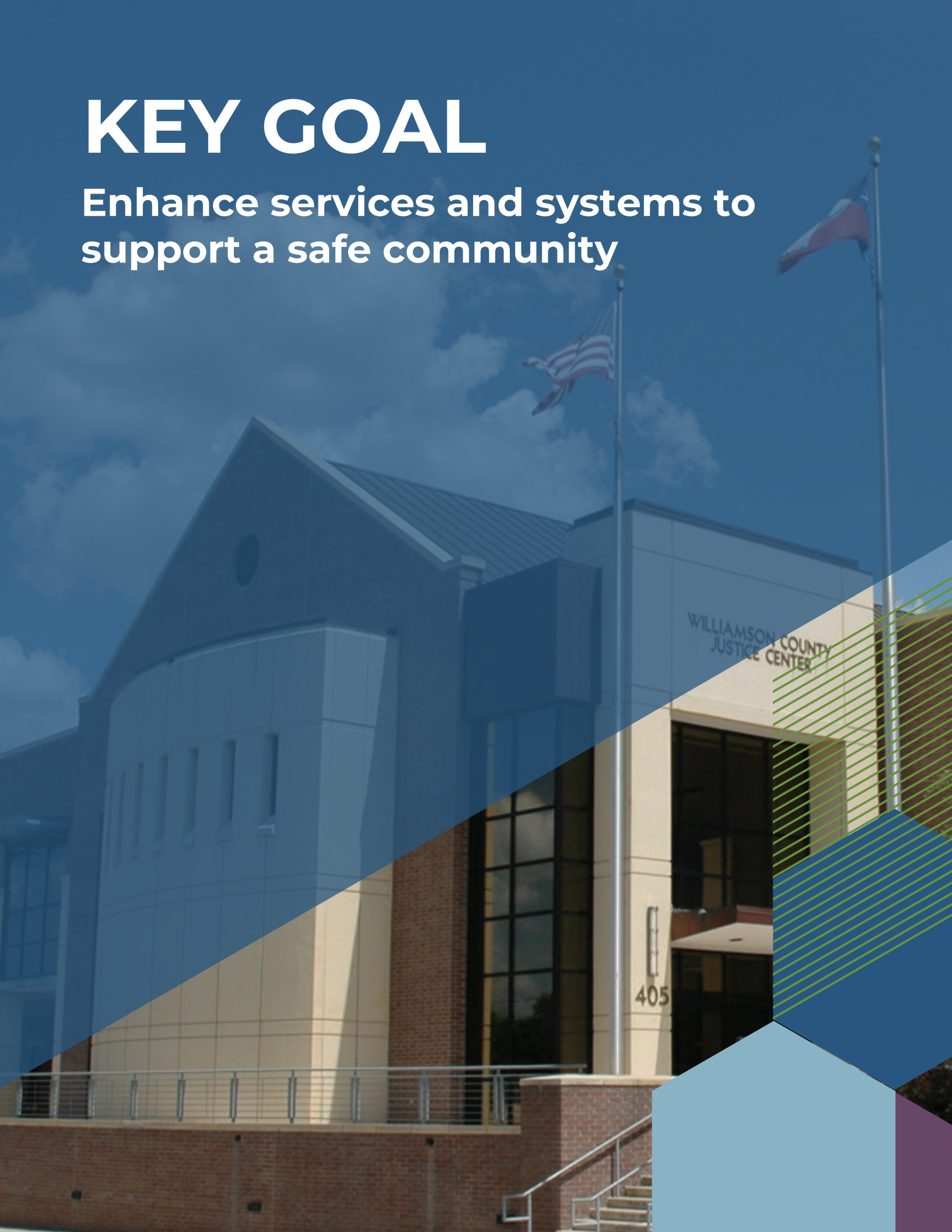
The focus of this goal is to ensure that all County policies and procedures are reviewed and updated, and in some cases created, with financial sustainability as the core approach. This would include a long-range financial plan, the County tax rate, and debt service. The goal goes beyond just policies as it also integrates partnering with other stakeholders to share financial responsibilities and duties in the delivery of services to the community, planning ahead for major capital expenditures to ensure the best possible financial outcome, and the consideration of revenue sources matched to the expenditures.

SMART Objectives

1. Create a financial cost/benefit matrix for growth and development that ensures the ability to meet the county's mission by July, 2024
2. Require fiscal notes for all grants and new programs/ renewals by January, 2024
3. Review all operations for possible partnerships and cost sharing by January, 2024

KEY GOAL

Enhance services and systems to support a safe community



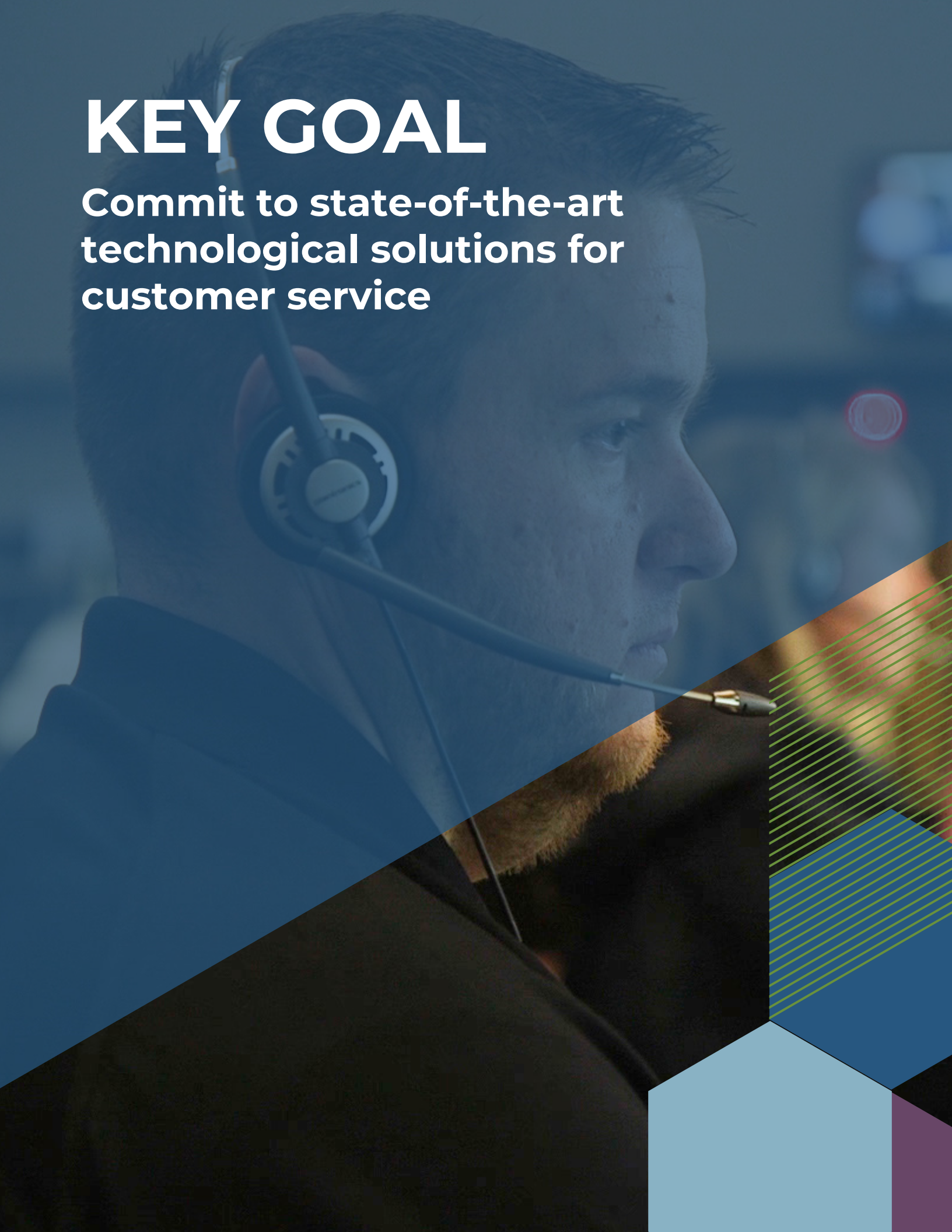
KEY GOAL

Enhance services and systems to support a safe community

Law enforcement, courts, mental health, emergency medical services, dispatch services, the district attorney, justice of the peace, magistrates, and the county attorney all fit within the category of safe community, as do many other services. This goal is a core service for Williamson County and to address the current and future needs consideration of facilities, sustainable funding, enhanced services, improvements in technology, and locations for services must all be considered. Collaboration and integration with partners, the community as a whole and those specifically served will be a key part of this goal.

SMART Objectives

1. Adopt a comprehensive justice system master plan and implementation plan by December, 2025
2. Identify metrics to determine performance, utilization, and needs by September, 2024
3. Build adequate justice facilities by December, 2030



KEY GOAL

Commit to state-of-the-art technological solutions for customer service

KEY GOAL

Commit to state-of-the-art technological solutions for customer service

Technology is an ever changing opportunity to create services and systems that are more focused on customer service, which also means that they are more effective, more efficient and easier to use for both the staff and the customer. This goal includes online solutions for scheduling, payment, and information; cybersecurity; County facility connectivity; emergency, law enforcement and justice services; and ongoing innovation and solutions with a strategic focus.

SMART Objectives

1. Replacement of Oracle financial system before end of life - final date 2029
2. Implement connectivity (broadband) project between county and cities to share data by 2026
3. Address long term digital evidence storage needs and continuous performance improvements by September, 2025

KEY GOAL

Lead a collaborative partnership to plan for and fund growth and development

KEY GOAL

Lead a collaborative partnership to plan for and fund growth and development

By partnering with state and federal organizations, local municipalities, local educational institutions, stakeholders and other interested community members, the County can facilitate regional solutions to the most pressing problems of the future. Collaboration and shared funding resources will leverage existing budgets to achieve stronger results for the community. By broadening the scope of partnerships and shared resources, the most important priorities can be addressed more efficiently and in a shorter time frame.

SMART Objectives

1. Partner with developers and municipalities to fund growth and services by January, 2023
2. Partner with developers to fund growth and services associated with information technology by January, 2025
3. Identify funding sources for growth and development needs by March, 2024

KEY GOAL

Adopt and implement long range master plans to address growth and sustainability

KEY GOAL

Adopt and implement long range master plans to address growth and sustainability

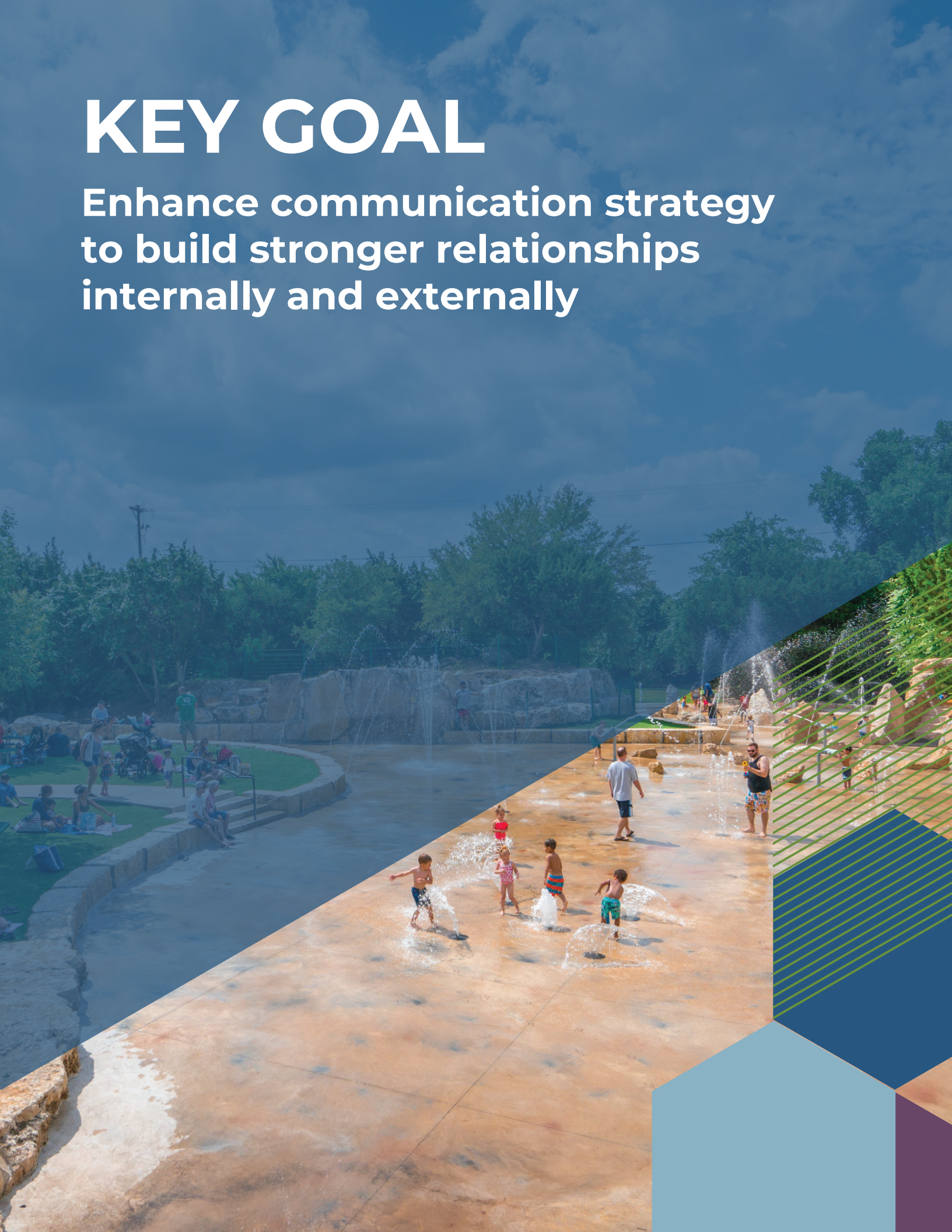
In order to plan for the future needs of the community, and to be strong financial stewards, the County must continue to study, research and adopt master plans across all areas of service. Capital facilities, financial and budgeting, land purchases, transportation, parks and trails, and growth plans will all be a part of this goal. The plans will be integrated into the budget process and implemented in alignment with the strategic plan.

SMART Objectives

1. Develop or update a master plan for each department/office for ultimate build out by December, 2024
2. Identify large properties for potential industrial/commercial development in county by June, 2024
3. Identify legislative fixes and opportunities for partnering with other entities by June, 2024

KEY GOAL

Enhance communication strategy to build stronger relationships internally and externally



KEY GOAL

Enhance communication strategy to build stronger relationships internally and externally

Clear, strong and regular communication is an integral part of the success of Williamson County. Establishing collaborative methods of communication with partners, stakeholders and the community will result in deeper relationships, improved efficiencies, and better outcomes for the County. Integrated meetings around the Strategic Priorities will solidify internal and external alignment and strategic thinking to address critical issues. An improved messaging strategy for businesses and customers will enhance services and build understanding.

SMART Objectives

1. Develop a framework for communication between the Commissioners Court, department heads and elected officials by July, 2024
2. Implement improvements to involve and inform the public by January, 2024
3. Leverage SharePoint for internal transparency by January, 2024

KEY GOAL

Develop and implement a culture where Williamson County is the employer of choice

KEY GOAL

Develop and implement a culture where Williamson County is the employer of choice

Facing competition for staffing and with current facilities that cannot meet future needs, Williamson County recognizes that an investment in our employees and elected officials is an important foundation to sustainable strategic success. Improving our facilities, offering a work life balance, addressing policies for flexibility in work locations, offering a competitive compensation package, and addressing the health and wellness needs of staff are all part of this goal. By creating a culture built around our values and goals we can ensure that our focus remains on effective, financially sustainable services and programs to our community.

SMART Objectives

1. Create a culture package for new hire process and all current employees by June, 2025
2. Review the philosophy and culture of the salary survey by December, 2024
3. Define and develop a culture with four core values to achieve mission and vision by April, 2024

The Path Forward

Change remains the constant in Williamson County. Whether it is with the county's population growth, the diverse community of residents or with regards to an ever-evolving landscape of buildings, organizations, businesses, and institutions, the County continues to change. Within our organization, we've intentionally focused on creating positive organizational and service change, with continuous improvement as a guiding principle.

The strong history of strategic planning within Williamson County is led by the Commissioner's Court and implemented by the elected officials, department heads and staff. The Plan defines the changes that the County hopes to achieve and integrating the Strategic Plan as a road map to the future will help us to plan and adapt, whatever it brings. The County will continuously work on the Implementation Plan with regular updates to the Commissioner's Court. An annual review will be undertaken at the beginning of the budget process each year to reaffirm the Strategic Priorities and Key Goals.

With this plan the County Commissioners, County leadership and staff have been intentional about developing a document that truly connects the work of our offices and departments overarching goals, objectives, and strategies. This Strategic Plan does not shy away from the complexities of the organization's and the community's challenges and opportunities. This plan, which connects the work of multiple departments in a series of overarching strategies, embraces collaboration.

This ten-year Strategic Plan is a dynamic guide for the organization. It will be updated each year through the County's annual operating budget process. It will serve as a framework for future conversations and decisions about ways that the County can continue to improve service delivery to prepare for whatever the future brings. We look forward to continuing to serve you, the community, and to working with you as residents to help us address the challenges and opportunities ahead.

Acknowledgements

We would like to thank our amazing elected officials, our department heads, our staff and our community partners for your feedback and input on our Strategic Plan. Our focus has always been to meet the needs of our community while providing exceptional, responsive, and sustainable services. We truly appreciate everyone who completed our surveys, attended a focus group meeting, and dedicated the time and effort into contributing strategy and vision.

We want to specifically recognize the members of the Core Team — your hard work and dedication has made this Strategic Plan possible. The countless hours you spent to ensure the process was smooth and successful were much appreciated and valued. Finally, we want to recognize our outstanding staff who are, as was pointed out in the feedback, dedicated to serving our community.

APPENDICES

APPENDIX A: COUNTYWIDE STRATEGIC PLAN DEVELOPMENT TIMELINE

The Williamson County Strategic Plan 2023 – 2033 was created based on past strategic plans County-wide, current and historical trends in data, best practices, and direct feedback from staff and community partners throughout the county. The strategic plan consultant, SBrand Solutions, conducted a series of surveys, focus groups and interviews to gain perspective and valuable input from a wide range of participants.

The strategic plan process had five main phases:

APPENDIX B: COUNTY WIDE STRATEGIC PLAN ENGAGEMENT AND OUTREACH

The feedback came in five main outreach areas:

- Internal staff survey
- External partner survey
- Internal Focus Group meetings
- External partners Focus Group meetings
- Interviews with each Commissioner and Judge

Each of these specific outreach areas has a separate report, and that information was used to create this overall compilation of the most common themes. While this is perceptive data, there were over 1,000 total responses which can be used to **inform the strategic planning conversation** and the creation of Strategic Priorities, Critical Success Factors, Goals, and Outcomes.

STRATEGIC PLAN SURVEY INPUT 819

NUMBER OF FOCUS GROUPS

17

EMPLOYEE SESSION ATTENDEES

68

Plus 100+ additional employees involved in planning teamwork

COMMUNITY FOCUS GROUP ATTENDEES

8

APPENDIX OF RESOURCES

- Budget Office Strategic Plan
- CHD Strategic Plan Final 2020-2022
- Constable Precinct 3 Strategic Plan
- District Attorney Priorities and Objectives
- District Attorney Strategic Plan
- District Courts Long Term Strategic Plan
- Emergency Communications Strategic Plan
- Emergency Medical Services Strategic Plan FY 2021
- Emergency Services Balanced Scorecard 2021 - 2023
- Emergency Services Motto, Vision, Mission, and Values
- Human Resources SWOT Analysis
- Information Technology Strategic Plan 2021

- Juvenile Services Strategic Plan
- Parks Department Strategic Thinking June 2021
- Precinct 2 Constable Strategic Plan 2018
- Precinct 3 Justice of the Peace 2021-2022 Strategic Plan
- Pretrial and Court Services Organizational Chart
- Pretrial Services Implementation Plan v1.3 2020 - 2022
- Purchasing Department SWOT Analysis May 2021
- Purchasing Strategic Plan 2018
- Tax Assessor – Collector's Office Strategic Planning for Future Needs 2022 - 2027
- Veteran Services Draft Strategic Plan

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Williamson County, Texas

www.wilco.org

How to use this Implementation Plan:

First, congratulations on your Strategic Plan! A lot of hard work and effort went into the creation of your Plan, and your energy and enthusiasm will carry you forward. But, like anything else, if you don't pay attention to the Plan and work on it regularly, it will wind up on the dreaded Shelf of Dead Plans.

BEST PRACTICES:

- Meet quarterly as a Key Goal Team
- Update the Commissioners Court after each quarterly meeting
- Commissioners Court will meet annually to ensure the Implementation Plan aligns with the Strategic Plan and drives the budget process

Don't worry if many of these columns are blank – most organizations start with some blanks and work to fill them in over time – plus, it often takes some research to know what to put in the blank column!

Other ideas to integrate the Implementation Plan throughout the County

1) Attach this Plan to all staff team meetings with updates. The updates part is critical – you want your team to stay involved and interested. Seeing the same information all the time with nothing new is the quickest way to boredom and apathy. Use photos or graphics!
Sometimes a "3-minute drill" is a good idea – limit everyone to 3 minutes or less. Effective, efficient and very doable.

2) Once every 90 days, meet as a Key Goal team to update all the Action Steps. **Come with 3 things:**

a. What worked well
b. What didn't work very well
c. What needs to be changed/added/done in the next 90 days (hint – write that in the Action Steps area)

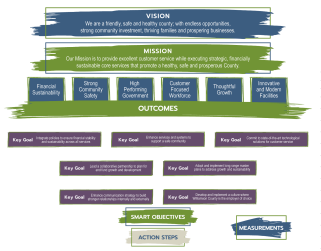
3) Integrate the Implementation Plan into your budget cycle (changing your quarterly meetings as needed) to help inform and tell your story

If you can use your Plan, you can implement your Plan – and if you implement your Plan, you will realize your Vision! Have fun, and call with any questions or feedback!

Williamson County Strategic Plan 2023 - 2033

Vision : We are a friendly, safe and healthy county; with endless opportunities, strong community investment, thriving families and prospering businesses.

Mission: Our mission is to provide excellent customer services while executing strategic, financially sustainable core services that promote a healthy, safe, and prosperous County.



Key Goal

Integrate policies to ensure financial stability and sustainability across all services

Measurement: Sustainable Budget

		Owner and Team	Resources Needed	Due Date	Occurrence	Status
7.1	**SMART Objectives: Create a financial cost/benefit matrix for growth and development that ensures the ability to meet the county's mission**	**Ashlie, Sarah**		**December 31, 2024**		
	Action Steps					
7.1.1	Gather data that shows the impacts so county can continue to provide excellent duties	Dave Porter		FY24		
7.1.2	Strategically align financial incentives with preferred growth base on a plan	Commissioners				
7.1.3	Project future growth with future revenues					
7.2	**SMART Objectives: Require fiscal notes for all grants and new programs/ renewals**	**Budget/Audit**		**January 1, 2024**		
	Action Steps					
7.2.1	Develop policies	Budget auditor				Ongoing / No resources
7.2.2	Develop required forms					
7.2.3	Commissioners court adoption					
7.2.4	Review draft Appoint departments to provide input/review					
7.3	**SMART Objectives: Review all operations for possible partnerships and cost sharing**	**Commissioners - staff**		**December 31, 2025**		
	Action Steps					
7.3.1	All departments develop lists of opportunities			March 1, 2024		
7.3.2	Develop the structure/model					Ongoing
7.3.3	Implement the opportunities					Ongoing
7.4	**SMART Objectives: Develop a rolling five year budget**	**Budget/Audit**		**January 1, 2025**		
	Action Steps					
7.4.1	Develop draft five year budget for all departments including all life cycle items/maintenance	Each department/office		April 1, 2024		
7.4.2	Draft revenue projection/estimate	Audit responsible		April 1, 2024		
7.5	**SMART Objective: Develop, update, distribute financial plan and policies to maintain AAA bond rating**		**Finance**		**June 14, 2024**	
	Action Steps					
7.5.1	Update Cash Reserve policy to require unanimous approval to use cash ending for M&O					
7.6	**SMART Objective: Identify programs, activities that can be improved, restructured, eliminate**					
	Action Steps					
7.6.1	Adopt priority list for "sunset" review and staff the process					
7	**Quick Wins**					
	Identify all current county policies and procedures			March 15, 2023		
	Develop a maintenance/replacement schedule for each county facility			September 15		
	Develop a plan by September 15 and implement a 10 year maintenance schedule for all county roadways			December 31, 2023		
	Adjust budgeting policies and strategies to allow more flexibility			October 1, 2023		
	Identify whole life costs for all projects, ideas, and professionals			September 15, 2023		
	Set benchmarks and goals for policies to be updated and make sure they are met by (a framework for how we review plans-flexibility)			May 1, 2023		

Key Goal

Enhanced services and systems to support a safe community

Measurements: Survey Data

		Owner and Team	Resources Needed	Due Date	Occurrence	Status
6.1	**SMART Objective: Adopt a comprehensive justice system master plan and implementation plan by 2025**	**Justice working group, Commissioner Covey, Jdg McMaster**		**2025**		
	Action Steps					
6.1.1	Form the group by June 1, 2023	Ron, Rachel, Shawn, Comm. Covey		June 1, 2023 Schedule dates/ meetings		
6.1.2	Gathering Intel/data from other counties by September 1, 2023	Working Group member		September 1, 2023		
6.1.3	Prepare report with ideas, implementation steps and resources needed	Working Group		2025		
6.1.4	Identify all affected services	Working Group	Inputs/outputs related to system	August 2023		
6.1.5	Identify resources required			October 31, 2023		
6.1.6	Research best practices/site visits			March 2024		
6.1.7	Assess current organizational structure for criminal responsibility					
6.1.8	Improve the system of indigent defense			December 31, 2025		
6.2	**SMART Objective: Identify metrics to determine performance, utilization, and needs (will inform the budget process for 2025)**	**Justice working group, Commissioner Covey, Jdg McMaster**		**September 2024**		
	Action Steps					
6.2.1	ID how population increase and multifamily housing growth impacts resource needs	Working group consultant		August 2024		
6.2.2	Establishing baseline of current status assessment (square footage, number of cases, staff, cases, hours, types of cases)			August 1, 2023		
6.2.3	ID thresholds for adding new resources	Working Group		September 2024		
6.2.4	ID improvement opportunities to increase efficiency from baseline	Working Group				Continuous
6.3	**SMART Objective: Build adequate justice facilities**			**December 31, 2030**		
	Action Steps					
6.3.1	Stand up justice working group	Ron, Shawn, Rachel, Jdg McMaster		June 1, 2023 Ask about consultant from		
6.3.2	Site visit to surrounding and comparable counties by November 2023			November 2023		
6.3.3	Develop recommendations and present to commissioners court board direction	Working group		Spring 2024		
6.4	**SMART Objective: Reengage the community towards achieving a safer county**			**December 31, 2025**		
	Action Steps					
6.4.1	Identifying NGO's, community partners, groups, individuals, facilitators			September 30, 2023		
6.4.2	Identify short-term reengagement opportunities			September 30, 2023		
6.4.3	System of recognition: Identify and recognize community efforts accomplishing a safer county			March 2024		
6.5	**SMART Objective: Establishment of ME office**			**1M pop (or when legally required)**		
	Action Steps					
6.5.1	Implement a pilot program with Travis County medical examiner for death inquests	Cherie, JP		After Working Group is meeting, they will implement this as part of their plan		
6.5.2	Visit comparable counties to ID options and best practices	Cherie, working group		May 31, 2023		
6.5.3	Define the problem, and look for possible solutions, with resources needed	Cherie, JP, Working Group		July 31, 2023		
6.6	**SMART Objective: Coordination with municipalities for shared cost of services**			**December 2024**		
	Action Steps					
6.6.1	Identify all services that are or should be shared costs or the sole responsibility of a municipality (mandated core services versus optional) Examples: safe street, safer county, warrant insurance, blood draws, 24 hour holds, sharing costs (list out absorbed costs by county)			December 2023		
6.6.2	Identify the gaps			December 2023		
6	**Quick Wins**			**December 31, 2023**		
	Reducing recidivism (shelter/nonprofit)			December 31, 2023		
	Jail MH restoration project			December 31, 2023		
	More communications			December 31, 2023		
	MH dispatch program			December 31, 2023		
	Better communication from C Court			December 31, 2023		
	A fentanyl task force, education in schools			December 31, 2023		
	Community collaboration			December 31, 2023		
	Assess psychiatric care in jail			December 31, 2023		
	Feedback/survey			December 31, 2023		
	Lower crime rates			December 31, 2023		
	Court tools			December 31, 2023		
	Lower costs to operate a jail			December 31, 2023		
	Putting the justice system at the forefront			Complete upon adoption of the Strategic Plan		

Key Goal

Commit to state-of-the-art technological solutions for customer service

Measurements: Survey Data

		Owner and Team	Resources Needed	Due Date	Occurrence	Status
5.1	**SMART Objective: Replacement of Oracle financial system before end of life - final date 2029**	**Richard/IT with Committee of users**		**2027**		
	Action Steps					
5.1.1	Pick market study firm	IT		Before October 2023 to September 2023		
5.1.2	Selected committee to work on RFP	SAA		September 2025		
5.1.3	Implement selected tech solution	SAA		September 30, 2027		
5.2	**SMART Objective: Implement connectivity (broadband) project between county and cities to share data and costs by 2026**	**Richard Semple**		**December, 2026**		
	Action Steps					
5.2.1	Action step talk to the cities, identify what we don't have	Richard Semple				
5.2.2	Work with the Texas Broadband Development Office and broadband purveyors to bring broadband access into planned and newly opened areas of development					
5.3	**SMART Objective: Address long term digital evidence storage needs and continuous performance improvements**	**IT**		**September 30, 2025**		
	Action Steps					
5.3.1	Project long term needs	IT		September 30, 2023		
5.3.2	Coordinate with city partners on usage and needs	IT		September 2023		
5.3.3	Procurement of necessary solution			August 30, 2025		
5.4	**SMART Objective: Implement new public safety system software (CAD)**	**IT**		**September 30, 2025**		
	Action Steps					
5.4.1	Draft and issue an RFP	Consultant		July 2023		
5.4.2	Action step evaluate, select and enter into contracts	Selected committee		November 2023		
5.4.3	Implement and go live	IT		September 30, 2025		
5.5	**SMART Objective: Implement and formalize program of IT liaisons for county offices and departments**	**Richard/ IT**		**December 31, 2023**		
	Action Steps					
5.5.1	Work with department heads and elected officials to select appropriate staff for training	Richard		April 30, 2023		
5.5.2	Educate selected staff as needs arise	IT		When need presents		
5.6	**SMART Objective: Improving and increasing capacity of county radio system (need IDD)**	**IT**		**September 30, 2030**		
	Action Steps					
5.6.1	Identify partner cities and coordinate location of towers	IT		September 30, 2024		
5.6.2	Sign agreements with partners, i.e. cities, ESD's and ISD's	IT		September 30, 2027		
5.6.3	Develop radio tower sites, implementing built	IT		September 30, 2030		
5	**Quick Wins**					
	Bring IT into the discussion of planning and projects at the beginning			December 31, 2023		
	Combine use of all apps			December 31, 2023		
	Launch and new website			December 31, 2023		
	Ask departments what would help them/ what day used			December 31, 2023		
	IT security enhancements			December 31, 2023		

Key Goal

Lead a collaborative partnership to plan for and fund growth and development

Measurement: Shared Cost Agreements

		Owner and Team	Resources Needed	Due Date	Occurrence	Status	
2.1	**SMART Objective: Develop a catalog of county services and infrastructure that is utilized by municipalities**	**Richard Semple, Dale Butler**		**May 1, 2023**			
	Action Steps						
2.1.1	Reach out to each department to identify each facility infrastructure that is used and its occupancy						
2.1.2	Create a communication plan for sharing information with municipalities	Connie's team					
2.1.3	List all services and infrastructure with costs for shared use	Dale, Richard		October 25, 2023			
2.2	**SMART Objective: Partner with developers and municipalities to fund growth and services**	**Bob**					
	Action Steps						
2.2.1	Survey other entities on fees and incentives	Adam		October 1, 2023			
2.2.2	Develop draft ordinances and fee structure	Adam		June 14, 2024			
2.2.3	Update policy standards for economic development incentives (abatements)						
2.2.3	Presentation to Commissioners Court	Adam		October 1, 2024			
2.2.4	Adopt policies to have MUD's build and maintain internal roads						
2.2.5	Update development standards to accept maintenance standards for MUDS						
2.2.6	Continue co-sponsoring road projects with cities and towns sharing in costs						
2.2.7	Work with Oncor and Pedernales Electric Coop to influence power distribution in areas of planned growth and development, especially additional 240V lines for EV charging needs						
2.2.8	Continue to plan and connect regional trails between cities and towns and the county						
2.3	**SMART Objective: Identify funding sources for growth and development needs**	**Commissioners Court**				**Ongoing**	
	Action Steps						
2.3.1	Establish a working group with expertise in understanding and leveraging current and future funding services, (state, fed, local) and connect the dots	Commissioners Court		December 31, 2023			3-Dec-23
2.3.2	Identify and maintain inventory of funding resources, amounts and deadlines. (Continuous review and update)			July 2024 - first draft		Ongoing	
2.3.3	Members of working group should join state and national working groups on funding.			March 2024			
2.4	**SMART Objective: Identify specific actions that enhance or decrease thoughtful growth and development in the county**	**Commissioners Court**		**December 2024**			
	Action Steps						
2.4.1	Identify information gathering sources i.e., surveys, public and corporate information, economic development, forecasts, demographers			June 1, 2024			
2.4.2	Gather data to present to partners			June 1, 2024			
2.4.3	Distribute to all partners					Ongoing	
2.4.4	Determine what will trigger a review and update (economy changing, new business, environmental change)						
2.4.5	Create master list of all County property and land, consider selling to offset cost of Long Range Transportation Plan						
2.5	**SMART Objective: Identify cost sharing of emergency communications and dispatch**	**Commissioners Court**		**July 2024**			
2	**Quick Wins**						
	Create a list of unused Properties for Sale			December 31, 2023			
	Regular networking breakfast-expand			December 31, 2023			
	Identify partnership opportunities			December 31, 2023			
	Getting involved in local conversations			December 31, 2023			
	Purchase right of way			December 31, 2023			
	ID occupancy rates for every county facility so we cam plan for growth			December 31, 2023			
	Inventory all current partnership- what is in place now			December 31, 2023			
	Survey cities/counties on fees and funding			December 31, 2023			
	Regular communication			December 31, 2023			
	Create boards to manage growth, invite "strategic partners"			December 31, 2023			
	Align conferences, changing policies and technologies			December 31, 2023			
	Federal funding for XYZ			December 31, 2023			
	Celebrate successful partnerships.			December 31, 2023			

Key Goal

Adopt and implement long range master plans to address growth and sustainability

Measurements: Performance Budget

		Owner and Team	Resources Needed	Due Date	Occurrence	Status
4.1	**SMART Objective: Develop or update a master plan for each department/office for ultimate build out**			**December 2024**		
	Action Steps					
4.1.1	Research and determine five year projections for community grown and resulting County services needs	Bob Daigh, Each senior department head and EO		May 2023		
4.1.2	Develop a template and format	Stephanie Appelfeller		October 31, 2020		
4.1.3	Develop the comprehensive draft plans	Stephanie Appelfeller		October 1, 2024		
4.2	**SMART Objective: Identify large properties for potential industrial/commercial development in county**	**Dave Porter**		**June 14, 2024**		
	Action Steps					
4.2.1	Collaborate with cities and brokers on available properties	Dave Porter		January 2024		
4.2.2	Create a report of data gathered	Dave Porter		June 1, 2024		
4.2.3	Present at the Williamson County growth summit in 2025	Dave Porter		2025		
4.3	**SMART Objective: Identify legislative fixes and opportunities for partnering with other entities**			**June 14, 2024**		
	Action Steps					
4	**Quick Wins**					
	Inventory all current MP's			March 31, 2023		
	Define poor services now and into the future			July 15, 2023		
	Look through Texas legislative code	Hal		May 1, 2023		
	Update with accomplishments all current MP			December 31, 2023		
	Survey other counties approach to managing growth by current law			December 31, 2023		
	Visit counterpart in Montgomery, Denton, Ford Ben, Colin			December 31, 2023		
	Develop a plan for planning transportation corridor West of SH 95			December 31, 2023		
	Monitor current legislative session			December 31, 2023		
	Analyze current market trends and growth patterns to ID campus locations			December 31, 2023		
	ID potential industrial site within the county work with cities			December 31, 2023		

Key Goal

Enhance communication strategy to build stronger relationships internally and externally

Measurement: Survey

		Owner and Team	Resources Needed	Due Date	Occurrence	Status
1.1	**SMART Objective: Develop a framework for communication between the commissioners court, department heads and elected officials**	**Shawn, Rachel, Kathy**		**July 31, 2024**		
	Action Steps					
1.1.1	Develop framework for communicating/distributing information within departments and offices (within three days of meeting)					
1.1.2	Survey those involved and preferred communication method Survey done in April	Connie		June 1, 2023		
1.1.3	Develop a report out system/template					
1.2	**SMART Objective: Implement improvements to involve and inform the public**	**Richard Semple, Connie, Misty**		**January 1, 2024**		
	Action Steps					
1.2.1	Develop interactive database/clearing house for public services as part of the website update					
1.2.2	Identify best practices for communication with any public facing departments	PIO		June 1, 2023		
1.2.3	Replacing "Get Help" interface with more self automated solutions- Include GIS address system	IT		September 1, 2023		
1.2.4	Include updates and information on County projects and services					
1.2.5	Department survey of available online services (look at Collin County)			June 1, 2023		
1.3	**SMART Objective: Leverage SharePoint for internal transparency by January 2024**			**January 1, 2024**		
	Action Steps					
1.3.1	Internal survey to determine best means of communication			June 1, 2023		
1.3.2	IT develops template			September 1, 2023		
1.3.3	Departments provide information			December 1, 2023		
1.3.4	IT create mechanism for feedback			September 1, 2023		
1.4	**SMART Objective: Solicit feedback from community in Williamson County by 2023**			**December 31, 2023**		
	Action Steps					
1.4.1	Look into companies to provide surveys for citizens/businesses					
1.4.2	Create team to come up with questions/look at results					
1.4.3	Distribute feedback to department heads/elected officials/come up with plan on feedback- do we need to implement something/change something based on feedback					
1.5	**SMART Objective: Improve internal communication platform**			**February 28, 2024**		
	Action Steps (Didn't finish)					
1.5.1	Look into new software					
1.5.2	How do departments add to it					
1	**Quick Wins**					
	Identify available tech resources set standards, streamline, for all departments and offices (index, glossary)			July 1, 2023		
	Monthly/ quarterly zoom meetings internally with all department heads-elected officials for updates					
	Upgrade website to allow changes by departments/office without support					
	Train specific department staff to update website	Richard Semple		July 15, 2023		

Key Goal

Develop and Implement a culture where Williamson County is the employer of choice

Measurements: Survey Data

		Owner and Team	Resources Needed	Due Date	Occurrence	Status
3.1	**SMART Objective: Define and develop a culture with four core values to achieve mission and vision**	**Rebecca**		**April 2024**		
	Action Steps					
3.1.1	Create survey to pull core values			July 15, 2023 Weighted poll		
3.1.2	Inform workforce of what is going on and list examples of values (collect more)			July 15, 2023		
3.1.3	County wide/staff appreciation-reveal party			April 2024		
3.2	**SMART Objective: Review the objectives and outputs of the salary survey**	**Human Resources**		**2025**		
	Action Steps					
3.2.1	Increase frequency Review philosophy Department heads to contribute to decisions and data Form committee					
3.2.2	Message out					
3.3	**SMART Objective: Create a culture package for new hire process and all current**			**June 1, 2024**		
	Action Steps					
3.3.1	Research City of Georgetown process	Rachel		February 14, 2023		
3.3.2	Put information on new and improved website	IT and Connie		April 2024		
3.3.3	Put culture package on HR SharePoint					
3.3.4	Press release announcing culture and where to apply for employment			May		
3.4	**SMART Objective: Support/encourage 4 core values in all offices**			**June 1, 2024**		
	Action Steps					
3.4.1	Meeting with elected officials/department heads/leaders for buy-in. (Before reveal)			February 2024		
3.4.2	ID minister of culture for each department			June 1, 2024		
3.4.3	Implement a training/development plan for ministers of culture and above leaders.		Funding	July 1, 2024		
3.5	**SMART Objective: Provide services that enhance employee health and well being**	**HR to own**		**2025**		
	Action Steps					
3.6	**SMART Objective: Review and update our policies that don't work**	**Richard/IT with support from audit, budget and HR**		**2023**		
	Action Steps					
3.6.1	Survey on problem policies by 2023					
3.6.2	Prioritize policies to update					
3.6.3	Commissioners Court to approve all policy changes and recommendations					
3.7	**SMART Objective: Focus on creating the new culture**	**HR**		**2025**		
	Action Steps					
3.7.1	Hire staff that has primary focus on culture					
3.7.2	Monthly suggestions to directors/ electeds to do with staff and then share photos through PIA office					
3.7.3	Develop childcare initiatives to attract young families					
3.7.4	Remove negative restrictions in bringing retires back into the county workforce					
3.7.5	Provide flexible work schedules wherever possible					
3.7.6	Stress the County's broad and deep technologies for personal growth opportunities					
3.8	**SMART Objective: Annual employee recognition celebration**	**HR**		**2025**		
	Action Steps					
3	**Quick Wins**					
	Monthly walking event			December 31, 2023		
	Tuition assistance communication (handout) - Nathan	Nathan		December 31, 2023		
	Policy of direct benefit be expanded			December 31, 2023		
	Hold a health fair			December 31, 2023		
	Implement a lateral promotion policy			December 31, 2023		
	Don't announce an arbitrary # of employees as a part of the budget			December 31, 2023		
	Flexible remote schedule			December 31, 2023		
	Employee party (River Ranch Park)			December 31, 2023		
	Inform teams of all benefits -Make sure they understand			December 31, 2023		

Measures
Retention rate
Qualified applicant
Survey

Meeting Date: 04/25/2023
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.
y) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas

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
i) Sale of property located 747 County Rd. 138 Hutto, Texas
j) Discuss Right of Way for Southwestern Boulevard, Georgetown, 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	04/20/2023 11:46 AM
Form Started By: Charlie Crossfield		Started On: 04/19/2023 11:13 AM
Final Approval Date: 04/20/2023		

Commissioners Court - Regular Session **69.**

Meeting Date: 04/25/2023

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 Fittipaldi
b) Project Acropolis
c) Project World
d) Project Mellencamp
e) Project Corgi
f) Project Anniversary
g) Project Glee
h) Project Skyfall
i) Project Stamper
j) Project Soul Train

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

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County Judge Exec Asst.	Becky Pruitt	04/20/2023 11:46 AM
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